

**City of Port Colborne
Council Meeting Agenda**

Date: Tuesday, April 11, 2023
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Pages

1. Call to Order

Note: This meeting will begin immediately following the completion of the Statutory Public Meeting.

2. National Anthem

3. Land Acknowledgment

4. Proclamations

5. Adoption of Agenda

6. Disclosures of Interest

7. Approval of Minutes

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	In order to speak at a Council meeting, individuals must register no later than 12 noon on the date of the scheduled meeting. To register, complete the online application at www.portcolborne.ca/delegation , email deputyclerk@portcolborne.ca or phone 905-835-2900, ext. 115.	
12.	Mayor's Report	
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21. Procedural Motions

22. Information items

23. Adjournment

City of Port Colborne

Committee of the Whole - Strategic Planning Session Minutes

Date: Saturday, February 25, 2023
Time: 9:00 am
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
W. Steele, Mayor (presiding officer)

Staff Present: S. Luey, Chief Administrative Officer
B. Boles, Director of Corporate Services/Treasurer
S. Lawson, Fire Chief
S. Tufail, Acting Deputy Clerk
S. Shypowskyj, Director of Public Works

1. Call to Order

Mayor Steele called the meeting to order at 9:15 a.m.

2. Adoption of Agenda

Moved By Councillor M. Bagu

Seconded By Councillor E. Beauregard

That the agenda dated February 25, 2023 be confirmed, as circulated.

Carried

3. Disclosures of Interest

4. Item(s) for Consideration

4.1 Strategic planning session, facilitated by the Manager of Strategic Initiatives

Scott Luey, CAO and Greg Higginbotham, Tourism Coordinator facilitated a strategic planning session. Members of Council and staff collaborated to build a vision for the future of the City of Port Colborne including establishing of core values and goals.

5. Adjournment

Mayor Steele adjourned the meeting at approximately 1:45 p.m.

William C. Steele, Mayor

Charlotte Madden, Acting City Clerk

City of Port Colborne Council Meeting Minutes

Date: Tuesday, March 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
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
D. Elliott, Councillor
T. Hoyle, Councillor
W. Steele, Mayor (presiding officer)

Member(s) Absent: E. Beauregard, Councillor

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

1. Call to Order

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

2. National Anthem

3. Land Acknowledgment

4. Proclamations

4.1 Canadian Viral Hepatitis Elimination Day (Can Help Day), May 11, 2023

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

That May 11, 2023 be proclaimed as "Canadian Viral Hepatitis Elimination Day (Can Help Day)" in the City of Port Colborne.

Carried

5. Adoption of Agenda

Moved by Councillor F. Danch
Seconded by Councillor D. Elliott

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

Carried

6. Disclosures of Interest

6.1 Councillor R. Bodner - Chief Administrative Office Report, 2023-60 pursuant to the Municipal Act, 2001, Subsection 239(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

7. Approval of Minutes

Moved by Councillor M. Bagu
Seconded by Councillor M. Aquilina

That items 7.1 to 7.4, be approved as presented.

Carried

7.1 Special Council Meeting (Closed Session)-March 6, 2023

7.2 Meeting to Consider-March 7, 2023

7.3 Public Meeting-March 7, 2023

7.4 Regular Meeting of Council-March 14, 2023

8. Staff Reports

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

That items 8.1 to 8.4 be approved, and the recommendations contained therein be adopted.

Carried

8.1 Stop Up and Close By-law for Hillcrest Road Temporary Turning Circle, 2023-58

That Development and Legislative Services Department – Planning Division Report 2023-58 be received; and

That Council waive the notification requirements for the stopping up and closing of a public highway as established in Schedule “A” of By-law 4339/12/03; and

That the Stop Up and Close By-law attached as Appendix A of Development and Legislative Services Report 2023-58 for the Hillcrest Road temporary turning circle be approved.

8.2 Canada Community Revitalization Fund – Amending Agreement, 2023-53

That Office of the Chief Administrative Officer – Economic Development & Tourism Services Division – Report 2023-53 be received; and

That the Mayor and Acting City Clerk be authorized to execute the revised amending agreement with the Federal Development Agency for Southern Ontario for the Canada Community Revitalization Fund.

8.3 Memorandum from Scott Lawson, Fire Chief Re: Update – Automatic Aid Agreement with Wainfleet

That the memorandum from Scott Lawson, Fire Chief regarding the Automatic Aid Agreement with Wainfleet update be received for information.

8.4 2022 Statement of Council Remuneration and Expenses, 2023-51

That Corporate Services Department Report 2023-51 be received for information.

9. Correspondence Items

10. Presentations

10.1 Presentation of Grants to Non-Profit Organizations - 2023 First Allocation

The members of the Grant Policy Committee presented grants to the recipients of the 2023 first allocation.

10.2 2022 Workplace Survey Results Overview -City of Port Colborne Municipal Presentation

Mary Murray, Chief Human Resources Officer provided a presentation regarding the 2022 workplace survey results and responded to questions from Council.

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 Speeding on Miller Road (Luey)

The Chief Administrative Officer advised Council that the Niagara Regional Police have been addressing the speeding issue on Miller Road by radar enforcement and have been issuing fines.

14.2 Social Media Posts-Fifteen-Minute Urban Planning Initiative (Luey)

The Chief Administrative Officer advised that the social media posts regarding the City's involvement in the fifteen-minute urban planning initiative are in correct and such initiatives can only be approved by Council during an open Council meeting session.

14.3 Elm Street and Main Street Intersection (Colasurdo)

The Manager of Infrastructure provided an overview of the various projects being reviewed for traffic control at the Elm Street and Main Street Intersection by City staff and Niagara Region staff.

14.4 Canal Days Report (Boles)

The Director of Corporate Services/Treasurer advised Council that the Canal Days update report will be brought to Council at the next meeting.

14.5 Nickel Beach Update (Boles)

The Director of Corporate Services/Treasurer provided an update regarding the work being completed at Nickel Beach. He further advised

that a report regarding the budget for these projects will be brought forward at a future Council meeting.

14.6 Urban Forest Plan (Boles)

The Director of Corporate Services/Treasurer advised Council that staff are currently in the process of developing an Urban Forest Plan which will help dictate where future trees are planted. He provided further details regarding tree activities within the City.

14.7 Floating Accommodations on Ontario Public Lands (Higginbotham)

The Tourism Coordinator advised Council that he attended a meeting with the Ministry of Natural Resources and Forestry regarding floating accommodations on Ontario Public Lands and proposed changes. He further advised that staff recommends that no further feedback be provided to the Government of Ontario.

14.8 Haney Street Development Project (Long)

The Manager of Strategic Initiatives advised Council that he has received an update from Niagara Region Housing and a meeting is scheduled to discuss funding opportunities for the Haney Street development project.

15. Councillors' Remarks

15.1 Signage Issue on Welland Street (Bruno)

Councillor Bruno expressed gratitude towards Regional Councillor Davies for addressing the signage issue on Welland Street.

15.2 Cell Tower (Bodner)

In response to Councillor Bodner's inquiry, the Chief Administrative Officer advised that the owner of the telecom service has been made aware of the maintenance required for the cell tower on Miller Road. The Chief Administrative Officer further stated that staff will address this matter and provide a verbal update at a future Council meeting.

15.3 2024 Solar Eclipse Event (Bodner)

In response to Councillor Bodner's inquiry, the Chief Administrative Officer provided an overview to Council regarding ways in which staff have been preparing for the 2024 Solar Eclipse event.

15.4 Traffic Study (Elliott)

Councillor Elliott requested that while reviewing and completing the traffic study staff implement weight restrictions for trucks on the Elm Street Corridor.

15.5 Clarence Street Bridge Drain (Elliott)

In response to Councillor Elliott's request regarding the maintenance of the drain on Clarence Street Bridge, the Director of Public Works informed Council that he would investigate this matter.

15.6 Elm Street Resurfacing (Elliott)

In response to Councillor Elliott's request for a timeline for the resurfacing work on Elm Street, the Manager of Infrastructure advised that the schedule for the work is currently being finalized. In addition, the Director of Public Works provided a brief overview of the extent of work that will be completed on Elm Street.

15.7 Petition-Elm Street (Bruno)

In response to Councillor Bruno's request, the Manager of Infrastructure confirmed that the resident that presented the petition requesting to reduce the vehicle speed limit on Elm Street will be advised on measures taking place to control traffic.

15.8 Thank you (Bruno)

Councillor Bruno expressed gratitude towards City staff for addressing questions received during a recent meeting with a developer and residents.

15.9 Windstorm (Bagu)

Councillor Bagu expressed appreciation towards Public Works staff for clearing Steele Street storm sewer during the recent windstorm.

15.10 Eagle Marsh Drain (Bagu)

In response to Councillor Bagu's inquiry regarding the sand built up with in the Eagle Marsh Drain, the Director of Public Works advised that a report will be brought forward at a future Council meeting to address various issues.

15.11 Storm Sewers (Bagu)

In response to Councillor Bagu's inquiry, the Director of Public Works advised that a CCTV program is being implemented and all the storm

systems are being examined for deficiencies. He further stated that a report regarding the findings will be brought forward at a future Council meeting.

15.12 Capital Projects (Bagu)

In response to Councillor Bagu's request for an update regarding capital projects that were approved by Council, the Chief Administrative Officer advised that he will collaborate with staff and will provide a verbal update at a future Council meeting.

15.13 Sherkston Community Centre-Kids Craft and Bingo Night (Aquilina)

Councillor Aquilina provided details regarding the Kids Craft and Bingo Night hosted by the Sherkston Community Centre on Sunday March 30, 2023.

15.14 Miller Road (Aquilina)

Councillor Aquilina expressed gratitude towards the Chief Administrative Officer and Mayor Steele for their assistance with ensuring the increase in presence of Niagara Regional Police on Miller Road.

15.15 City of Brampton-Free Access Ramps (Aquilina)

Councillor Aquilina informed Council that the City of Brampton has partnered with a non-for-profit organization StopGap, for free temporary access ramps for Brampton businesses that do not have an accessible front entrance.

15.16 Inclusive Playground Equipment (Aquilina)

In response to Councillor Aquilina request for expression swings within City parks, the Director of Public Works confirmed that he would investigate.

15.17 Housing Accelerator Fund (Aquilina)

Councillor Aquilina provided details regarding the Housing Accelerator Fund which aims to grow the annual housing supply.

15.18 Vale Health and Wellness Centre Rood Repairs (Elliott)

In response to Councillor Elliott's request for an update, the Manager of Infrastructure advised that the roof repairs are scheduled to start on April 17, 2023.

15.19 Playgrounds (Bodner)

Councillor Bodner requested that an adventure playground be built in Centennial Park.

15.20 Community Safety Zones (Steele)

Mayor Steele provided an overview of the Community Safety Zone initiative by the Niagara Region and requested that the Niagara Region and the City of Port Colborne designate various streets as Community Safety Zones during school hours.

16. Consideration of Items Requiring Separate Discussion

16.1 Sugarloaf Street Archeological Investigation, 2023-52

Moved by Councillor M. Bagu

Seconded by Councillor D. Elliott

That Public Works Department Report 2023-52 be received; and

That the Director of Public Works be directed to fund the archeological investigation to the satisfaction of the Ministry of Public and Business Services Delivery at an estimated cost of \$435,000 from the Infrastructure Reserve.

Carried

16.2 Emmanuel Lutheran Cemetery Transfer, 2023-31

Moved by Councillor R. Bodner

Seconded by Councillor T. Hoyle

That Public Works Department Report 2023-31 be received;

That Council accept ownership of the Emmanuel Lutheran Cemetery located at 5194 Beach Road, Sherkston, Ontario L0S 1R0 Lot 3 & 4, Concession 1, Plan 35;

That Council authorize the Director of Public Works to complete a survey of the lands required for ownership transfer and retain resources to update the Cemetery Software database for a cost of \$15,000 to be funded from the 2023 operating budget;

That Council direct the Director of Public Works to apply the City of Port Colborne cemetery rate structure to the Emmanuel Lutheran Cemetery effective immediately; and

That Council authorize the CAO to sign the Transfer to Cemetery Care and Maintenance Trust Fund/Account Information Sheet and the Cemetery Transfer and Acceptance of the Municipality by Mutual Consent forms as required by the Bereavement Authority of Ontario (BAO).

Carried

16.3 Strategic Plan – Trimester Update, 2023-50

Moved by Councillor M. Bagu
Seconded by Councillor F. Danch

That Office of the Chief Administrative Officer Report 2023-50 be received for information.

Carried

16.4 Communities in Bloom - Invitation Letter to Participate in the 2023 Provincial Edition of Communities in Bloom

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

That correspondence from Communities in Bloom Ontario regarding an invitation to participate in the 2023 Ontario Provincial Edition be referred to Chief Administrative Officer and Manager of Strategic Initiatives to investigate and bring a report forward with further information at the April 25, 2023 Council Meeting.

Carried

16.5 Municipality of North Perth - School Bus Stop Arm Cameras

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

That correspondence from the Municipality of North Perth regarding School Bus Arm Cameras be supported.

Carried

17. Motions

18. Notice of Motions

19. Minutes of Boards & Committees

19.1 Port Colborne Public Library Board Minutes - February 1, 2023

Moved by Councillor M. Bagu

Seconded by Councillor F. Danch

That the minutes of the Port Colborne Public Library Board meeting, held on February 1, 2023, be approved as presented.

Carried

20. By-laws

Moved by Councillor G. Bruno

Seconded by Councillor D. Elliott

That items 20.1, 20.2 and 20.4 be enacted and passed.

Carried

20.1 By-law to Stop Up and Close the temporary Hillcrest Road turning circle

20.2 By-law to Authorize Entering into an Amending Agreement with His Majesty the King in Right of Canada, represented by the Minister responsible for the Federal Economic Development Agency for Southern Ontario, for the Canada Community Revitalization Fund

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

20.3 By-law to Appoint Diana Vasu and Lucas Wainwright as a Municipal Law Enforcement Officer

Moved by Councillor T. Hoyle

Seconded by Councillor F. Danch

That item 20.3, as amended in 20.3 a, be enacted and passed.

Carried

a. By-law to Appoint Diana Vasu and Jacob Heikoop as a Municipal Law Enforcement Officer

21. Confidential Items

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

That Council do now proceed into closed session in order to address items 21.1 to 21.3.

Carried

21.1 Minutes of the closed session portion of the March 6, 2023 Special Council Meeting

21.2 Human Resources Verbal Report, pursuant to the Municipal Act, 2001, Subsection 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees

21.3 Chief Administrative Office Report, 2023-60 pursuant to the Municipal Act, 2001, Subsection 239(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Councillor R. Bodner declared a conflict on this item.

22. Procedural Motions

23. Information items

24. Adjournment

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

Council reconvened into Open Session at approximately 11:06 p.m.

Mayor Steele adjourned the meeting at approximately 11:07 p.m.

William C. Steele, Mayor

Charlotte Madden, Acting City Clerk

Mayor's Report

Tuesday, March 28, 2023



TOP HAT CEREMONY

We were thrilled to have about 150 people with us last Wednesday morning at the annual Top Hat ceremony as we celebrated the reopening of the Welland Canal and the first downbound vessel of the 2023 shipping season. This year marks the St. Lawrence Seaway's 65th navigation season in this canal.

The McKeil Marine Florence Spirit arrived two hours after the ceremony, but everyone understood that ships do not run like trains, on schedules to the exact minute.

Kevin Echlin and his team were up before dawn making pancakes for all of us, served with coffee, tea and hot chocolate by Jane Nigh and Nancy Salvage of the Port Colborne Fair Trade Committee. Many thanks to them, and to City staff who were also on bright and early to set up all the tents, tables, and a warming blaze in the fire pit.

On her first anniversary as the museum's assistant curator, Tami Nail presented the top hat to Captain Michael Rodaway, who came off the ship for a few minutes to sign the official registry and pose for photos to commemorate the day. We wish him and his crew, and all vessels through the canal, a safe and successful season.

Thank you to Corey Dutcher representing MP Vance Badawey, Mike Haines for MPP Jeff Burch, Regional Councillor Fred Davies, Wainfleet Mayor Brian Grant, and Jeff Bolan, canal supervisor with the St. Lawrence Seaway, for their

thoughtful speeches about the canal and its impact on our city. Many thanks also to Town Crier Tom Pekar, to Renee Bisson for leading us in our national anthem, and to the Rev. Jody Balint for blessing all mariners.

EASTER BUNNY

Calling all children to the Promenade along West Street to welcome the Easter Bunny to Port Colborne. He'll sail in on the deck of the JW Cooper tug boat in the Welland Canal at about 10am on Saturday, April 8.

Then it's hippety-hoppity for everyone to the Vale Health and Wellness Centre for an Easter Egg hunt at 11am. It will be great to see all the children at Vale, Saturday, April 8, for crafts, activities and more. All of the details are available on our website.

YOUNG MAN IN PUBLIC SPEAKING AND PUBLIC SERVICE

Each year 150 young students from across Ontario are selected to participate in Ontario's Legislative Page Program. The unique educational program for Ontario students provides an opportunity to experience the provincial legislature in action and forge new lifelong friendships with peers from all over the province.

The program is designed for outgoing, high-achieving, community-involved students who have demonstrated responsibility and leadership. Legislative Pages meet key parliamentary and political figures, and learn first-hand about Ontario's Parliament and the legislative process.

Randall Marsh, a 13-year-old A-student at Ecole St. Joseph, has been chosen to serve as a page in the four-week program at Queen's Park.

Randall is a bright young man with an optimistic future. He's one step away from provincial competition in Legion public speaking. Having recently succeeded at the school and branch levels, for his speech about Harriett Tubman and the Underground Railroad, Randall was chosen to advance to zone competition.

We know you'll do well, young man. Public speaking is no simple task, nor is public service. But both are incredibly rewarding. We wish you all the best in your public speaking, and in your public service in our provincial capital.

TASK FORCE ON HEALTHCARE SERVICES

Access to quality healthcare services in Port Colborne continues to be top of mind for many residents. As I have shared in my Mayor's Report at previous Council meetings, I continue to meet with elected officials and other key stakeholders to ensure this issue stays on the radar.

To make sure residents of Port Colborne have a voice in this important issue, I am also striking a task force to focus on healthcare services in our community. The task force will have front-line workers, primary care workers, doctors, nurses, seniors, patients and more.

Right now, I'm still in the process of putting this group together. If you are interested in participating, please let me know by sending a letter of interest to my office at mayoradmin@portcolborne.ca

There will be more on the task force in the weeks to come.

Subject: Ice Allocation Procedure for Youth Groups

To: Council

From: Corporate Services Department

Report Number: 2023-71

Meeting Date: April 11, 2023

Recommendation:

That Corporate Services Department Report 2023-71 be received; and

That staff proceed with the proposed changes to ice allocation and ice cancellation protocols as outlined in pages 2 and 3 of Corporate Services Department Report 2023-71.

Purpose:

The purpose of this report is to provide Council with a recommended change to ice allocations and ice cancellation protocols.

Background:

Ice Allocation

Each season, ice time has been allocated by staff through a Council-approved Minor Sport Affiliation protocol. The protocol has ranked the prioritization of user groups as follows:

- Port Colborne children/youth (including AAA) hockey;
- Jr. B, high school hockey;
- Elementary schools;
- Adult leagues;
- Private rentals;
- Out of town youth;
- Out of town adults

The City has provided ice time blocks to the Port Colborne Minor Hockey Association (PCMH), which has managed and scheduled all local children/youth ice time for themselves and the following associations:

- Port Colborne Girls Hockey Association (Wave) teams; and
- Southern Tier Admirals (STA) teams.

The process has required schedulers from all three associations to communicate prior to each season and throughout the year to schedule their respective ice times through Port Colborne Minor Hockey.

City of Port Colborne executives have met with the associations in recent months to discuss this ice scheduling process. Staff recommend that Council approve a shift in protocol to support equitable access to ice that is directly managed and monitored by City Staff.

The Port Colborne Girls Hockey Association, also known as The Wave, marks its 10th anniversary this fall. The non-profit organization supports girls and women of all ages and abilities through its fundamental and house-league programs, which operate within the Ontario Women's Hockey Association and Hockey Canada.

Modernizing Port Colborne's protocol for ice allocation would result in The Wave and PCMH obtaining independent and exclusive rental permits with the City.

Ice Cancellation Protocol

The current cancellation protocol that users receive in their waiver when renting ice is 72 hours notice. If the ice is cancelled within that time frame, the customer is not charged. This is appropriate for many users - those renting one hour per week for example - but has far more impact for large block ice user groups as is the case in the tenants listed above. PCMH reserves blocks of ice with the City for the duration of the season, and subsequently sends in amended monthly schedule summaries that reflect actual and may also include additional cancellations. Again, to date, those cancellations (if received within the 72 hours) have not been charged to these groups.

Discussion:

Ice Allocation

The City of Port Colborne is the sole permit authority for all ice times. The City must be aware of and be able to control the intended use of all ice permitted within its facilities at all times. Associations may not sub-lease their ice times without prior approval and authority from the City.

Staff recommend two separate permits be issued moving forward. Specifically, one for the Wave association and one for PCMH and STA associations combined .

Moving forward, the associations will submit their required ice times based on the number of teams they have. These lists will be submitted August 15 (or sooner) each summer for the upcoming season, including the various age groups and preference of times accordingly. For example, younger teams to be scheduled early in the evening and older age groups scheduled later in the evening. It should be noted that the Wave and PCMH will be allocated times before they are allocated to STA. While allocated hours currently are not equal because there are more players in PCMH, staff will ensure that the times are allocated equitably.

Staff are cautiously optimistic all associations will receive ice time that satisfies their organizations' needs.

Staff recognize that ice time allocation may become more complicated should the associations grow significantly in membership and/or Port Colborne's population increases. Staff will continue to monitor and will come back to Council with recommended options should this situation emerge.

Ice Cancellation Protocol

Staff recommend amending the cancellation protocol regarding larger ice blocks. User groups and/or associations using five or more hours per week (on average) would adhere to the following when cancelling ice:

- Monthly calendars will be submitted to the City at least one week prior to the start of each month;
- The calendar will be reflective of the schedule and times being booked at the beginning of the season;
- The calendar will show cancellations of previously booked ice time, if any. Cancellations submitted this way will be removed from their permit along with any related charges;
- Any additional cancellations subsequent to the monthly calendar submission will be subject to a 50% penalty of the full rate; and
- In both examples of any cancellation, the City has the right to try to sell the cancelled ice time to another user or customer.

This protocol will be included in the signed waiver as part of any permit. Groups and customers booking fewer than 5 hours per week will continue to adhere to the original 72-hour time frame for cancellations.

This protocol change is recommended to encourage groups to use the ice that is booked and/or encourage unused ice to be repurposed to other user groups.

Financial Implications:

Ultimately, the goal of the program is to support efficient, equitable, and auditable scheduling by user groups to ensure unused ice can be marketed to other users. In this respect, there is the potential renewed marketing of unused ice that could realize additional revenue. Staff will report any changes in ice revenue in future financial reports through Financial Services.

Staff cannot quantify the financial implications at this time, however between the expected reduced number of last-minute cancellations combined with efforts to sell ice that is cancelled well in advance, staff would expect an increase in overall rental revenues. Staff note that a customer database can be utilized through mass email notifying all interested users of available ice to try to sell these cancelled ice times. Those customers that want to be included on the list can email recreation@portcolborne.ca. In preparation of the 2023/24 season, staff will also investigate other methods to notify users of open ice through the City's recreation software, including encouraging customers to book open times on-line. Open times will also be available to view on the City's website and video monitors throughout the VHWC.

Public Engagement:

Staff have spoken and met with PCMH, Wave, and STA. All groups are aware of the pending changes to permits next season, and the separation of boys and girls hockey programs. All groups are also willing to continue to work together in the best interests of Port Colborne children and youth.

Strategic Plan Alignment:

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

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - Attracting Business Investment and Tourists to Port Colborne
 - City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
 - Value: Financial Management to Achieve Financial Sustainability
 - People: Supporting and Investing in Human Capital
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

If endorsed by Council, staff will proceed with the recommended changes to ice allocations and ice cancellation protocols identified in this report.

Respectfully submitted,

Bryan Theal
Manager of Recreation
905-835-2900 ext. 535
Bryan.theal@portcolborne.ca

Report Approval:

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

Subject: Canal Days Marine Heritage Festival – 2022 results and 2023 updates

To: Council

From: Corporate Services Department

Report Number: 2023-70

Meeting Date: April 11, 2023

Recommendation:

That Corporate Services Department Report 2023-70 be received for information.

Purpose:

The purpose of this informational report is to provide Council with post-event results from the 2022 Canal Days Marine Heritage Festival (“Canal Days”) and provide an update regarding 2023 planning.

Background:

In 2022, the City celebrated the 44th Canal Days, offering activities and attractions for the whole family. Canal Days takes place every Civic Holiday weekend for a four-day celebration of the history and marine heritage along the Welland Canal.

Canal Days would not be possible without community volunteers, local businesses, partners, sponsors, and City of Port Colborne team members.

Discussion:

The 2022 Canal Days was a welcoming opportunity for residents of, and visitors to, the City of Port Colborne to celebrate the city’s marine heritage.

Some key attendance numbers with respect to Canal Days are:

Location	Attendance
Museum	5,000
Friday Concert	5,500
Saturday Concert	8,500
Sunday Concert	3,000
Monday Concert (Local Day)	2,500

In addition to attendance, social medial reach is also monitored. In the July to August period the City's page reach expanded 442% to 150,122 as a result of Canal Days.

Following Canal Days, continuous improvement feedback was requested from different departments within the City to consider for planning the 2023 event. Feedback obtained consisted of individual experiences and feedback received/communicated to City staff from residents and business.

Staff work with a Canal Days planning committee led by members of Council to review feedback and key learnings and plan future Canal Days.

2022 feedback and key learnings along with 2023 planning comments are outlined below:

Item for Review	2022 Feedback and Key Learnings	2023 Planning based on Key Learnings
Feedback on new initiatives	Touch a Truck was a positive addition.	Touch a Truck will be returning for 2023.
	Downtown BIA Artisan Market was very successful. Ensure tents are set up by the BIA prior to the required set up deadline.	Artisan Market is confirmed for 2023. BIA is considering hiring an outside vendor to set up the tents. The Supervisor of Events and Sponsorship is attending Downtown BIA Events Committee meetings to ensure ongoing communication.
	Parking was communicated too late in the process. It was positive that it raised approximately \$15,000.	Parking is being reviewed with a significantly enhanced communication plan. Additional locations are being reviewed along with options for more permanent signage.
	Recreation Zone on West St was a positive addition.	The Recreation Zone on West St. will be returning in 2023 with a larger (less cramped) footprint.

City of Port Colborne Representation	Improve City of Port Colborne presence during the festival. This is an opportunity to promote the PORTicipate Pass, share employment opportunities, key projects, and communicate with local residents and visitors to the community.	Planning is underway to enhance communication at the City booth.
Security	The security vendor was challenging to work with in regard to attendance and customer service.	Kronos Security is confirmed as the <u>new</u> security vendor for Canal Days. They have over 10 years experience with professional staff that have a strong focus on customer service. Kronos Security has a positive working relationship with the two major headliners for the 2023 Canal Days concerts.
Communication	Add concert times to the website and social media.	Planning is underway for enhanced social media communication.
	Additional directional signage in concert area will be helpful.	In addition to signage at the concert series a review of concert entrances and exits is also underway.
Set up and logistics	Define the Police Headquarters as Lost and Found.	This is under review and if not possible an alternative venue will be announced.
	VIP area requires additional staff and/or volunteers to assist with welcoming and registering VIP attendees.	Planning is underway to rebrand this area and open it up for non-partners/sponsors to also access it. Anyone that would like to get involved and help out at Canal Days can contact the City at www.portcolborne.ca/en/recreation-and-leisure/getting-involved.aspx
	Ensure all fencing is secured for wind.	A new plan for fencing installation is under development. Note that the city purchased some of the fencing so there will be no need to continue renting it each year.

	Line ups for beverages was a concern.	Changes are being reviewed to site planning to reduce line ups. Directional signage will also be increased.
	Move Downtown Cruise Night on the Thursday evening to a different location to help avoid issues with logistics while setting up for Canal Days.	Events team is planning to discuss with the Downtown BIA.
	Increase shuttle capacity at the end of the concerts to help reduce line ups.	Adjustment will be made based on concert timing.
	Pocomar 50/50: Provide additional education regarding the draw and increase announcements for exposure/to support water safety initiatives.	Opportunities are being reviewed, if any, due to applicable rules and regulations around lottery licenses.
New ideas and initiatives	Start sponsorship planning earlier.	Sponsorship planning started the day after the 2022 Canal Days. Special thank you to the Mayor and Economic Development for introducing City staff to some new opportunities. Hopefully some new sponsors to be announced shortly.
	The KidsZone was very well attended but expanding it a little would be welcomed.	Options to increase KidsZone play opportunities are being developed.
	Investigate with the Downtown BIA the possibility of making West Street fully accessible for alcohol during certain hours during Canal Days.	The opportunity is under discussion with the Downtown BIA.
	Utilize more of West Street.	With the construction towards the end of West Street Canal Days did have a different feel in 2022. It is the City's hope to have the end of West Street more open in 2023.
	Could the Local Day be moved to the afternoon of Sunday and reduce Canal Days to three days.	This option has the potential to reduce staffing costs but also missing an opportunity to provide long-weekend programming for residents and visitors on the

		Monday. Further input from Canal Days stakeholders will be sought.
--	--	--

Internal Consultations:

This report was developed through cross functional debrief sessions to receive feedback and future planning comments.

Financial Implications:

Attached as Appendix A is the 2022 Budget and Actuals. Actual costs were approximately \$34,600 higher than budget. This difference is largely explained by the one-time costs of fencing and tents purchased for the event which have a 3–4-year payback.

The 2023 budget was approved during the 2023 budget process as follows:

Revenue	\$ 775,800
Direct Expenses	875,800
Net Cost	100,000
Indirect Costs	120,061
Total Cost	\$ 220,061

As identified in the 2023 budget process, this budget outcome is highly dependent on weather.

Strategic Plan Alignment:

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

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - Attracting Business Investment and Tourists to Port Colborne
 - Value: Financial Management to Achieve Financial Sustainability
-

Conclusion:

The City of Port Colborne has an incredible story to tell, and the Canal Days Marine Heritage Festival is a key component of that story. The City of Port Colborne looks forward to continuing to build on the success of Canal Days.

Appendices:

- a. Canal Days – 2022 Budget and Actual


Respectfully submitted,

Amy Duffy
Supervisor, Events and Sponsorship
905-835-2900 x536
amy.duffy@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.

Appendix A - Canal Days - 2022 Budget to Actual

<div>  <div> City of Port Colborne Canal Days For the Twelve Months Ending December YTD Dec 2022 </div> </div>					
	ACTUAL	BUDGET	VARIANCE	VAR %	Comments
Revenue					
Advertising and Donations	\$86,947	\$110,000	(\$23,053)	(21%)	} Combined achieved budget
	\$27,051		\$27,051	0%	
Other Revenue	\$38,508	\$50,000	(\$11,492)	(23%)	Smaller grants were previously budgeted here (moved to "Grants - Other").
Fees	\$82,975	\$115,000	(\$32,025)	(28%)	Adjusted footprint reduced 320 feet of vendor space and reduced pricing provided for local Artisans through BIA partnership.
Grants - Other	\$242,927		\$242,927	0%	Tourism Partnership of Niagara (TPN), Provincial and Federal Grants received. Increase in vessel sales although margins still reduced to almost zero as vessel costs above budget. Will need to review pricing in 2023.
Sales	\$281,479	\$252,000	\$29,479	12%	
Total Revenue	\$759,887	\$527,000	\$232,887	44%	
Expense					
Comm and Public Relations	\$72,701	\$40,000	\$32,701	82%	Impact of meeting grant requirements and getting the word out coming out of COVID. Driven by security and additional COVID planning.
Contract Services	\$172,923	\$140,000	\$32,923	24%	See comment above.
Cost of Goods Sold	\$171,163	\$120,160	\$51,003	42%	Purchase of fence (\$16,000) and tents (\$15,000) with 3-4 year payback.
Equipment - Purchase	\$34,841		\$34,841	0%	Increased number of credit card machines
Equipment - Rental	\$54,540	\$54,000	\$540	1%	
Financial Expenses	\$3,580	\$2,000	\$1,580	79%	
Grants and Sponsorship Expense	\$8,526	\$10,000	(\$1,474)	(15%)	
Office Supplies		\$7,000	(\$7,000)	(100%)	
Program Supplies	\$433,901	\$278,840	\$155,061	56%	Offset by grants for specific entertain additions.
R&M - Grounds	\$23,657		\$23,657	0%	Historically all R&M was covered in the Public Works budget. Full cost now recorded here.
Utilities - Hydro	\$423		\$423	0%	Historically covered in the global utility budget. Full cost now recorded here.
Total Expense	\$976,255	\$652,000	\$324,255	50%	
Surplus/(Deficit) Before Allocation	(\$216,367)	(\$125,000)	(\$91,367)	73%	
Allocation: Between Departments	\$65,821	\$92,622	(\$26,801)	(29%)	COVID funding reduced (\$20,000)
Surplus/(Deficit) After Allocations	(\$282,189)	(\$217,622)	(\$64,566)	30%	
Transfer to/ (from) Reserves	(\$30,000)		(\$30,000)	0%	Covers costs historically recorded to other budgets. Reserve after accounting for the 2023 budget sits at \$105,000.
Total Transfers	(\$30,000)		(\$30,000)	0%	
Surplus / (Deficit)	(\$252,189)	(\$217,622)	(\$34,566)	16%	See equipment purchase comment above.

Subject: Council and Committee Travel Expense Policy

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2023-17

Meeting Date: April 11, 2023

Recommendation:

That Chief Administrative Office Report 2023-17 be received; and

That By-Law 4896/121/06 and any amendments thereto be repealed.

Purpose:

The purpose of this report is to advise Council of an updated policy to administer the reimbursement of travel costs incurred by Council and Committee Members in Port Colborne in the completion of their duties.

Background:

The City has a by-law, By-Law 4896/121/06 that was passed in 2006, that governs reimbursement of expenditures incurred when Council members attend conferences and seminars on behalf of the City.

Discussion:

As professional development and part of the fulfillment of the duties of an elected official, the Mayor, City Councillors, and members of Committees and Boards (delegates) of the City attend conferences and undertake other travel on behalf of the City.

In principle, the cost of travel should be reimbursed to the delegate and there should not be a cost incurred by the delegate to represent the City at events of this type. Likewise, the City should not be required to reimburse expenses of a personal nature that

delegates choose to expend while travelling. In order to ensure fairness and equitable application of these principles, a reimbursement policy should be in place to administer the program.

Typically, a policy of this type is a part of the City's Corporate Administrative Policy manual and is administered by Human Resources and management staff. In Port Colborne, however, this program has been administered through a by-law. Staff believe the by-law is antiquated and recommend updating the policy and migrating from a by-law to a Corporate Administrative Policy.

An updated policy is presented as an appendix to this report in draft form. The main differences between the existing by-law and the draft policy include:

- A definition section that outlines the terms and individuals used throughout the policy
- Provisions to ensure that adequate funds are budgeted each year to administer the program – in the past, some delegates had to 'request' to use other Council or Committee member's allowance
- No requirement for delegates to report conference activities to Council or Committee meetings
- Removal of the requirement for the annual budget to be approved before permitting delegates to use the full amount of their travel allowance
- Removal of the requirement for delegates to personally pay for expenses that would normally be reimbursed by the City when the annual budget has been depleted
- Defining the events that the City would typically send delegates to and providing discretion to attend other appropriate events
- Clarifying ineligible expenses
- Clarifying eligible expenses for accommodations, transportation, and meals as well as incidental expenses

Staff believe that the new Corporate Administrative Policy will be a more appropriate way of administering the program and will allow staff to keep the policy current and up to date.

Internal Consultations:

This report was prepared with input from the Clerk's Division, Human Resources, and Corporate Services.

Financial Implications:

There are no financial implications, the City budgets an appropriate amount for training and development of staff, committee members, and Council members on an annual basis.

Strategic Plan Alignment:

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

- Value: Financial Management to Achieve Financial Sustainability
 - People: Supporting and Investing in Human Capital
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

The City's existing Council Conference Policy is a by-law from 2006. Staff believe the policy is out of date and would be more easily administered as a Corporate Administrative Policy. Staff have drafted a new policy and recommend repealing the existing by-law and plan to implement the new Corporate Administrative Policy.

Appendices:

- a. CAPXX - Mayor & Council Travel, Conference, and Education

Respectfully submitted,

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Report Approval:

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

Policy Overview

Administrative Policy No:	CAP - ##
Policy:	Council and Committee Travel and Education Expense Policy
Effective:	
Revised:	
Current Legislation:	
Applicable to:	Mayor & Council

PURPOSE

XX.1 PURPOSE

The Council and Committee Travel and Education Expense Policy outlines the eligibility requirements and expense reimbursement practices in a way that allows members of Council to meet their responsibilities as elected officials serving the City of Port Colborne (the City).

XX.2 SCOPE

This policy applies to all Members of Council and addresses City approved travel, conference attendance, and education undertaken in the role of Mayor and Councillor for the City of Port Colborne. Further, this policy extends to City Committee Members including, but not limited to, the Library Board, Museum Board, and Committee of Adjustment.

Companion travel will not be paid for by the City, with the exception of a disabled representative who requires personal assistance. In these instances, the companion is entitled to the same expense reimbursement limits as the Member, for expenses actually incurred.

XX.3 DEFINITIONS

City: shall mean The Corporation of the City of Port Colborne.

Committee: shall mean a Committee of Council. This may be a standing committee, a statutory committee, or an advisory committee.

Conference/Training: shall include, but not be limited to, conferences, seminars, workshops, training sessions, courses, and/or other functions of a municipal nature.

Delegate: shall mean a representative of the City such as members of Council, Board and Committee members, and other representatives sent on behalf of the City – including the Mayor unless otherwise stipulated in this policy.

Guest/Companion: shall include, but not be limited to, non-employees of the City and friends and family members of a delegate.

Member: shall include, but not be limited to, a person elected or appointed to Council or a Committee of Council.

XX.4 GUIDING PRINCIPLES

The City recognizes that life-long learning is a key element in the delivery of services and is committed to providing the necessary education, training, and professional development to ensure effective service delivery and continuous improvement based on best practices.

The following principles are established for managing the reimbursement of expenses to Members in a fair and reasonable manner.

1. Expenses must:

- be properly authorized prior to commitment
- be within approved budgeted funds
- be work-related
- be modest and cost-effective, and
- strike a balance among economy, health and safety, and efficiency of operations.

2. Procedures for reimbursement must be efficient and easy to administer.

3. Procedures should ensure that:

- appropriate insurance coverage is in place to protect the City and authorized travelling companion
- itineraries are documented in advance in case of an emergency
- appropriate internal controls are in place to limit payment to authorized expenses, actually incurred.

XX.5 AUTHORIZATION OF TRAVEL

Conference attendance is limited to Canada and the United States. Attendance at professional development opportunities outside of Canada or the United States must be authorized by resolution of Council.

XX.5.1 ELECTED OFFICIALS

Any member of Council is authorized to attend the annual Association of Municipalities of Ontario (AMO) conference, the Federation of Canadian Municipalities (FCM) conference, the Ontario Good Roads Association, and the Rural Ontario Municipalities Association (ROMA) conference, as well as training seminars and workshops that do not require overnight accommodation, provided sufficient funds are available within the current year's Council budget for the desired

number of members to attend.

Some City representation is expected at all four events; however, reimbursement will be provided by the City for only one of those four conferences for each individual member of Council.

The Mayor may attend more than one conference at his or her discretion in the execution of the duties of Mayor. The Mayor shall make an expense claim to the Region of Niagara, in his or her role as a Regional Councillor, prior to claiming expenses from the City for a conference subsequent to the first conference attended in a calendar year.

It is understood that, in addition to conferences, seminars, and one-day training sessions, Council Members may undertake enrolment in municipal courses and training. In these cases, the City will reimburse the Council Member for the cost of tuition and course materials upon successful completion of the course. Transportation costs will be the sole expense of the Council Member, with no reimbursement of mileage, parking, or any other cost associated with regular attendance at a course.

XX.5.1. BOARD AND COMMITTEE MEMBERS

Attendance at professional development opportunities is permitted but must be authorized in advance by the board or committee, subject to the established budget for the corresponding board or committee.

XX.6 BUDGET APPROVAL

The Director of Corporate Services shall include an amount for professional development of members in each annual budget for Council approval.

The expense allowances provided for under this policy are the maximum amounts or rates that may be paid in respect of any expense for which payment is authorized. The Member and approval authority may agree in advance of any travel to negotiate reimbursements which are less than provided is this policy.

XX.7 ELIGIBLE EXPENSES AND RECEIPTS

Eligible expenditures include registration fees, transportation, accommodations, meals, and per diems as provided in this section. Additional eligible expenditures for business telephone calls, internet, photocopy, fax, and other office support are included. No accommodation or per diems will be paid for travel within 100km of the City unless prior approval is obtained by resolution of Council or the appropriate board or committee.

Ineligible expenditures that will not be reimbursed are expenses of a personal



nature, which include recreational purposes (e.g. video rentals, pay per view TV, facility use fees, mini-bars, room service), personal items, personal telephone calls, traffic and parking violations, social events which are not part of the conference registration fee, or expenses of friends or family members.

XX.7.1 REGISTRATION FEES

Where possible, registration fees for conferences, professional development seminars and municipal meetings shall be paid in advance on behalf of the delegate using the City's Corporate credit card.

Fees payable at the time of registration for social events such as welcome receptions and banquets are acceptable, but a reduction from the per diem at the rate specified in this policy must be made.

Fees for golf tournaments associated with conferences are not eligible expenses.

XX.7.2 ELECTED OFFICIAL ALLOWANCES FOR TRAVEL WITHIN THE CITY

The Mayor and members of Council will be reimbursed for eligible mileage claims for travel outside the City in accordance with the City's Mileage Reimbursement Policy. In the event that reimbursement is made by another body (e.g. the Region of Niagara), the City will not provide compensation.

XX.7.3 TRANSPORTATION EXPENSES

For travel on municipal business the most economical and practical means of transportation – air, train, or automobile should be chosen, taking into consideration travel cost as well as time away from the office.

XX.7.3 a) ROAD TRANSPORTATION

i) City Supplied Vehicle

Where circumstances permit, the Corporation may provide a vehicle for transportation. Only Members with a valid driver's licence are authorized to drive City-owned vehicles, however, non-City Members or employees can be passengers on approved out of City travel.

City vehicles are insured under the City's insurance policy.

No representative of the City shall operate a motor vehicle owned by the City following the consumption of any amount of intoxicants.

The operator will be reimbursed other operational expenses such as fuel, oil and tire repairs while travelling in a City-owned vehicle.

Accidents must be reported immediately to the City Clerk.

ii) Rental Vehicle

The size and features of the rental car must be economical and practical considering the business task and number of occupants. Rentals for luxury and sports car vehicles will not be reimbursed. However, upgrades by the rental company at no additional expense are acceptable.

For rental vehicles, the Member will be reimbursed other operational expenses such as fuel, oil, and tire repairs. The purchase of loss damage and collision damage waiver coverage from the rental car company is reimbursable. Accidents must be reported immediately to the City Clerk, as well as the rental car agency.

iii) Use of Personal Vehicle

If an individual decides to use their own vehicle, they shall be reimbursed at a per kilometre rate from the lesser of home or the municipal workplace to the respective destination and return. Mileage will be paid in accordance with the City's Mileage Reimbursement Policy.

Employees choosing to use their privately-owned vehicle on City business do so on the basis that their own personal automobile insurance is the principal insurance policy for all circumstances, i.e. liability, comprehensive, deductibility, etc. Coverage should be equal to or greater than the minimum liability specified in the Insurance Act.

Drivers must satisfy themselves whether their motor vehicle insurance coverage includes business use of their vehicles or not. The City will not reimburse costs of business use coverage.

In the event of an accident, depending on the circumstances, the Director of Corporate Services/Treasurer may authorize the reimbursement of the deductible amount paid by the employee for vehicle repairs for an accident occurring while on authorized City business.

The City's insurance policy will only come into effect when the limits of private insurance have been exceeded in the event of an accident.

XX.7.3 b) AIR/RAIL TRANSPORTATION

When air or rail travel is the most practical and economical way to travel:

- The Member is expected to obtain the most economical fare available. All travel must be Economy Class except in emergencies where other options

are not available.

- Air/Rail travel must be booked with a City credit card whenever possible. Exceptions may be made when the Member has a personal credit card that offers travel benefits that exceed those available on the City's corporate credit card but not in the event of an increase in the cost of travel.
- When possible, fares should be booked far enough in advance to obtain the most economical fare.
- If conference-related excursion fare requires the Member to extend the trip by a day or two (usually on a weekend), the Corporation will pay the additional per diem and hotel expenses, provided the additional cost does not exceed the fare savings.
- In the event that a fare increase results from a Member choosing to extend his/her stay for non-business related reasons the Member will be responsible for any additional costs.
- Any cost savings in fare resulting from travel dates, frequent flyer miles, etc. earned by the Member shall be reallocated to the City.
- Frequent Flyer Points – Members may accumulate frequent flyer points for booking business travel, provided the lowest airfare for a direct flight to/from the destination is chosen.
- Members will be reimbursed for ground transportation to or from the airport/train station.
- Where use of a personal vehicle is more economical/practical than ground transportation, mileage, and parking expenses will be reimbursed.

XX.7.4 ACCOMMODATIONS

Travel accommodations will be based on single occupancy in a standard room and be booked at the lowest rate (preferred, government, special conference) available. Upgrades will not be reimbursed. Travel accommodation should be booked at or as close as possible to the business conference/function.

Travel accommodation should be booked in the Member's name. Detailed hotel bills must be submitted to support the claim.

Extended stays of a personal nature prior or subsequent to the conference/function shall be paid at the expense of the conference/function delegate.

An allowance is included in the per diem rate to cover the incidental costs incurred as a result of travelling away from home. Where ineligible expenses are



included on the hotel bill as a matter of convenience, they should be paid directly by the employee, or reimbursed to the municipality upon settlement of the final claim, if a corporate credit card is utilized for payment of the bill.

XX.7.5 REIMBURSEMENT FOR MEAL COSTS

XX.7.5 a) TRAVEL WITHIN 100 KM OF THE CITY OR TRAVEL NOT REQUIRING OVERNIGHT STAY

Reasonable and appropriate meal costs will be reimbursed for actual costs incurred, upon submission of receipts. The travel claim form is not required for these.

Reasonable and appropriate expenses are those that are incurred for an official duty or function, and are modest, representing a prudent use of public funds.

XX.7.5 b) PER DIEM EXPENSE FOR COUNCIL MEMBERS AND BOARD AND COMMITTEE MEMBERS

A specified per diem rate exclusive of transportation and accommodation allowances will be paid for each day away from the City for Members, when travelling 100 kilometres or more from City Hall, and only when overnight stay is required. The per diem rate is to cover the cost of meals, gratuities, personal telephone charges and other incidentals and is the maximum to be reimbursed for such costs.

The daily per diem rate for is established annually by the Corporate Services Department. The per diem rate includes a meal component. No receipts are required for the per diem rate. The per diem must be reduced for any meals provided as part of the conference/function.

At conferences/functions where two or more delegates are in attendance the Mayor may use his/her discretion to provide a meal, at the City's expense, for attending delegates and their guests for one occasion during the conference/function. Delegates will not receive a per diem for meals that are paid for by the Mayor.

In the event that restaurant meals are charged to the City credit card during a conference/function, the per diem shall be reduced accordingly.



XX.8 INTERNAL CONTROL: SUBMISSION OF TRAVEL CLAIMS

AND PROCESSING OF PAYMENTS

Advances and reimbursements are to be paid by cheque or direct deposit, in Canadian dollars for events within Canada, and in U.S. dollars for events outside Canada. Members may request a travel advance no earlier than 30 calendar days prior to departure and no later than 14 calendar days prior to departure to ensure appropriate time for claim processing.

Completed travel claim forms detailing actual costs for eligible expenditures, supported by all receipts, and authorized by the approval authority must be submitted to the Corporate Services Department for verification and reconciliation within 15 business days of return from travel.

Original receipts must be submitted for all eligible expenditures, with the following exceptions: per kilometre and per diem rates and receipts for parking, tolls, and taxis which may not be available due to the nature of these items. In the event receipts for parking, tolls and taxis are not available, the specifics of the location and/or route should be noted on the travel claim form.

When travel expenses have been charged to a corporate credit card, original receipts must be attached to the credit card monthly statement, and copies of the receipts must be attached to the travel claim form. If a receipt has been lost and a duplicate cannot be obtained, the Member must provide a written explanation, noted and signed by the approval authority.

XX.9 PERSONAL SAFETY

A delegate travelling on City business must practice safe driving practices.

This includes:

- Safe vehicle operation (i.e., seat belts, obeying traffic laws)
- Becoming familiar with the vehicle controls and other operating features before leaving
- Learning and understanding the protocol for accidents and mechanical breakdowns
- Mapping out the route ahead of time
- Not picking up any hitchhiker
- Safe storage of valuables and personal effects

While travelling outside of the City, a delegate should employ safe personal safety practices. This includes:

- Not sharing a taxi with a stranger
- Parking in well-lit areas
- Using discretion when providing others with room number



- Having one hand free when carrying equipment, luggage, or business materials
- Avoiding high crime areas
- Using the “buddy system” when travelling in unfamiliar locations/neighbourhood

The City shall not be held liable for lost or stolen personal effects. It is the responsibility of the delegates to secure City and personal property at all times. City delegates must conduct themselves in a professional and respectful manner as agents and representatives of the City while attending functions/conferences.

The legislation that this policy is guided by may be changed or updated. The policy will be updated to reflect such changes whenever is necessary.

Document No:	Revision Date:	City of Port Colborne
Document Name:	Revision No: (uncontrolled when printed)	Authorized by: Scott Luey, CAO

Subject: Sale of Surplus Property – PIN 64156-0026 – Elm Street Hydro Corridor

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2023-64

Meeting Date: April 11, 2023

Recommendation:

That Chief Administrative Officer Report 2023-64 be received;

That Council approve entering into an Agreement of Purchase and Sale with 13489116 Canada Inc., regarding the vacant City-owned property on Elm Street (between Elm and Catharine);

That a by-law to authorize entering into an Agreement of Purchase and Sale with 13489116 Canada Inc. regarding the sale of a City-owned lot on Elm Street legally described as LTS 29, 30 & 31, PT LTS, 41, 42 & 43, PL 861, Being PTS 4&6, on 59R9034: Port Colborne, be brought forward; and

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

Purpose:

The purpose of the report is to obtain Council approval to enter into an Agreement of Purchase and Sale with 13489116 Canada Inc. for a City-owned parcel on Elm Street legally described as LTS 29, 30 & 31, PT LTS, 41, 42 & 43, PL 861, Being PTS 4&6, on 59R9034: Port Colborne. The property runs between Elm and Catharine as shown in Appendix A.

Background:

The Economic Development and Tourism Services Division (EDTS) has undertaken a review of City-owned properties to identify potential surplus lands. The purpose of this

review is to determine lands that could be marketed for residential, commercial, or industrial development with a goal to attract investment and redevelop vacant or underutilized properties. One such area that was identified is the hydro corridor consisting of vacant City parcels of land that run east to west from approximately King Street to Steele Street. A request to have the property declared surplus in Staff Report 2022-225, presented at the October 11, 2022 Council meeting, was approved. This corridor encompasses east to west parcels of Catharine to Elm Street and abuts 395 Elm Street.

The owners of 395 Elm Street, also 13489116 Canada Inc. approached the City regarding the property to augment their proposed development at 395 Elm Street through the acquisition of the surplus City-owned property.

Discussion:

Currently the subject parcel is not generating any tax revenue for the City and is not required for operational or maintenance reasons. Public Works has indicated that the property is free of infrastructure with the exception of the existing ditch which outlets into a storm sewer on the northern portion of the parcel. This outlet will remain the outlet for the parcel.

The hydro corridor lands, which are maintained and owned by the City, have an easement registered on title in the favour of Canadian Niagara Power (CNP).

In consultation with CNP, they have indicated that they have no opposition to the sale of the property with the stipulation that the easements are transferred with the sale and recognized by the new owners within any development proposal. The purchasers recognize the need to work within the restrictions of the easements. The proposed use of the property would be as additional land for parking, green space and to better maximize the building area for the development proposal planned for 395 Elm Street. This fits within the limitation of the easements.

Staff believe that a better use of this property would be achieved through private ownership. Selling this property to the private sector would fulfill the goals of the surplus land review to support development opportunities and expand the City tax base, while reducing City maintenance costs through grass cutting savings.

Included with the Agreement of Purchase and Sale and registered on title would be the standard City covenants requiring that significant development progress must be made on the development within a certain timeframe, or the City can buy back the property at the purchase price.

Financial Implications:

The final selling price for the surplus City property is \$168,078 which encompasses 22,410 square feet. The value and final selling price were based on an independent appraisal by CHS Realty. Net proceeds will be transferred to the Economic Development Reserve.

Strategic Plan Alignment:

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

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - Attracting Business Investment and Tourists to Port Colborne
 - Value: Financial Management to Achieve Financial Sustainability
-

Conclusion:

Economic Development and Tourism Services (EDTS) received a request from 13489116 Canada Inc. to purchase approximately 22,410 square feet of surplus City Real Estate. This would enhance a multi-unit residential development on 395 Elm Street by increasing the developable area and providing more space for parking and amenities.

The vacant City-owned property running between Elm Street and Catharine Street was declared surplus and 13489116 Canada Inc. submitted a request to purchase. Staff are recommending that the City enter into an Agreement of Purchase and Sale with 13489116 Canada Inc. for the sale of the Elm Street to Catharine Street Hydro Corridor property in the amount of \$168,078, and that this agreement be adopted by by-law.

Appendices:

- a. Property Map – Hydro Corridor Elm to Catharine
- b. Agreement of Purchase and Sale
- c. By-law

Respectfully submitted,

Bram Cotton
Economic Development Officer
(905) 835-2900 Ex 504
Bram.Cotton@portcolborne.ca


Gary Long
Manager of Strategic Initiatives
(905) 835-2900 Ex 502
Gary.Long@portcolborne.ca

Report Approval:

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



Legend

 Parcel Fabric

50.8 0 25.40 50.8 Meters

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Notes

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of April ___, 2023.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the “**Vendor**”)

- and -

13489116 CANADA INC.
(the “**Purchaser**”)

In consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Real Property

(a) Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as LT 28 CON 1 HUMBERSTONE ; S/T PC14323 PORT COLBORNE, being all of PIN 64156-0026 (LT) (the “**Property**”); and

(b) The Purchaser confirms its understanding that the Property will merge with the adjoining lands owned by the Vendor which are legally described as LTS 29, 30 & 31, PT LTS 41, 42 & 43, PL 861, BEING PTS 4 & 6 ON 59R9034; PORT COLBORNE, being all of PIN 64156-0026 (the “**Existing Parcel**”).

(c) At the request of the Vendor, either prior to or after Closing, the Purchaser agrees to submit an application and sign such documents or consents as may be required by the Vendor to pass a by-law under Subsection 50(4) of the *Planning Act* to deem Plan 861 not to be a registered plan of subdivision for purposes of Subsection 50(3) of the *Planning Act* with respect to the Existing Parcel. It is understood that the purpose of such a by-law would be to legally merge the Property and the Existing Parcel for purposes of the subdivision provisions of Section 50 of the *Planning Act*.

2. Payment of Purchase Price

The purchase price for the Property is ONE HUNDRED AND SIXTY-EIGHT THOUSAND AND SEVENTY-EIGHT DOLLARS (\$168,078) (the “**Purchase Price**”) plus Harmonized Sales Tax (“**H.S.T.**”), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay Ten Thousand Dollars (\$10,000.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor’s solicitors (the “**Deposit**”). The Deposit will be held in trust pending completion or other termination of this transaction, and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) On closing, the sum of ONE HUNDRED AND FIFTY-EIGHT THOUSAND AND SEVENTY-EIGHT DOLLARS (\$158,078), subject to the usual adjustments, if any, payable by wire transfer or a certified cheque drawn against the trust account of a law firm in Ontario, to the Vendor, or as it may direct, on the Closing Date.

3. Title Clause

This Agreement is subject to the title to the Property being good and free from all encumbrances, save only any easements for servicing or utilities (including, without limiting the generality of the foregoing, Instrument No. PC14323), municipal agreements, registered restrictions, restrictive covenants, municipal by-laws, or governmental enactments. The Purchaser are not to call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser are to be allowed until ten (10) days prior to Closing to examine the title at their own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and any deposit shall be returned by the Vendor to the Purchaser forthwith without interest or deduction and the parties shall have no other liabilities to each other. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

This Agreement may not be assigned by the Purchaser without the express written consent of the Vendor, which consent may be arbitrarily withheld.

5. Conditions

The Purchaser's obligation to complete the transaction of purchase and sale contemplated under this Agreement is conditional for a period of sixty business (60) days from the date of acceptance of this Agreement (the "**Conditional Date**") upon the Purchaser being satisfied in its sole, absolute and unfettered discretion with respect to each of the following (the "**Due Diligence Conditions**"):

- (a) The Purchaser's intended use of the Property complies with all zoning and other applicable laws; and
- (b) the physical and environmental condition of the Property.

The foregoing conditions are for the sole benefit of the Purchaser and may be waived by the Purchaser in its sole, absolute and unfettered discretion in whole or in part by written notice to the Vendor or its solicitors. In the event that notice of the satisfaction or waiver of this condition has not been provided in writing by the Purchaser to the Vendor, or the Vendor's solicitors, prior to 5 pm on the Conditional Date, then this Agreement shall come to an end upon which it is agreed that neither party shall have any further rights or obligations hereunder and the Deposit will be returned to the Purchaser without deduction.

6. Purchaser's Acceptance of Real Property "As Is, Where Is"

- (a) The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties with respect to the Property or the fitness of the Property for the Purchaser's intended uses, and, the Property is being sold by the Vendor and accepted by the Purchaser on an "As Is, Where Is" basis, including without limitation, state of title, outstanding work orders, zoning and development approval status, locations of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachments by buildings or fences or otherwise on the Property or adjoining properties or streets, soil condition, environmental status and as to quantity, quality or condition.
- (b) The Purchaser acknowledges that the Property is subject to an easement for electricity as in Instrument No. PC14323 and the Purchaser agrees to take title to the Property subject to this easement.
- (c) The Purchaser agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into

compliance with any applicable standards of any relevant authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Property, or any part thereof, into such compliance.

7. Environmental

- (a) The Purchaser acknowledges and agree that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called “**Environmental Matters**”) and that the Purchaser takes the Property “as is” and relies upon their own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns and its employees and agents (collectively, the “**Vendor Parties**”), will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Vendor Parties in respect of any Claims in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any municipal, provincial, federal or other governmental body, board, commission, authority, department or ministry, or employees, officials or representatives thereof.
- (b) As of and from the Closing Date, the Purchaser shall release the Vendor Parties, and their successors and assigns, from and against all Claims, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the “**Substances**”), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.
- (c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor Parties, and their successors and assigns, from any and all Claims arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. These provisions shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser’s interest in the Property.

8. Future Use

- (a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement. The Purchaser covenants to use the Property as a parking lot in connection with the adjoining lands its owns.
- (b) The Purchaser acknowledges and agrees that the Vendor is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including

approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property by the Purchaser.

9. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the date which is fifteen (15) business days after the notice of the waiver of the Due Diligence Conditions is delivered by the Purchaser in accordance with Section 5 above (the “**Closing Date**”).

10. Adjustments, Harmonized Sales Tax and Land Transfer Tax

Realty taxes, local improvements, and assessment rates shall be apportioned and allowed to the Closing Date (with the Closing Date to be for the account of the Purchaser). H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* (“**ETA**”), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

11. Closing Documents

- (a) The Vendor and Purchaser shall cause their respective solicitors to enter into a Document Registration Agreement in prescribed form and content to facilitate the electronic registration required for closing.
- (b) The Vendor represents and warrants that it is not now and shall not at the time of closing be a non-resident of Canada within the meaning of the *Income Tax Act* (Section 116), and, it shall deliver on closing an affidavit verifying same.
- (c) The Purchaser agrees to sign and deliver the Re-Conveyance Agreement attached as Schedule “A” hereto. This Re-Conveyance Agreement will be registered on title to the Property on Closing in priority to any charges, liens or other encumbrances.
- (d) In addition to the other deliveries contemplated herein, the Vendor shall prepare and deliver the Transfer, save for the Land Transfer Tax Statements, and, the parties shall exchange, Undertakings to Readjust and Statement of Adjustments, as necessary.
- (e) The Vendor and Purchaser acknowledges and agrees that the exchange of closing funds, non-registrable documents and other items (the “**Requisite Deliveries**”) and the release thereof to the Vendor and Purchaser, will (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

12. Non-Merger

It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the closing of the transaction or the delivery of the transfer but shall survive thereafter.

13. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser, or, by their respective lawyers who may be specifically authorized in that regard.

14. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

15. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired on the Closing Date, and, it shall be sufficient that a negotiable bank draft or certified cheque may be tendered in lieu of cash.

16. Non-Fettering

(a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Vendor's determinations or actions in the capacity of the Vendor as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.

(b) All rights, benefits and obligations of the Vendor under this Agreement shall be rights, benefits and obligations of the Vendor in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Vendor in its function and capacity as a municipal corporation with respect to matters of general application. Without limiting the generality of the foregoing, nothing in this Agreement constitutes a waiver or exception of or from the Purchaser from complying with, obtaining and being subject to all necessary consents, permits, licenses or approvals from the Vendor in its capacity as a municipal corporation, in connection with any design, construction or development of anything on the Property.

17. Non-Registration

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledge that in the event that any registration respecting this Agreement or notice thereof occurs, the Vendor, in addition to any other rights or remedies it may have, shall be entitled to injunctive relief, and the Vendor may rely upon this provision in support thereof.

18. Business Day

For purposes of this Agreement, a business day means a day other than Saturday, Sunday or a statutory holiday for the Province of Ontario.

19. Severability

If any provision contained herein shall be found by a court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

20. Notices

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or registered mail to the address set out below or to such other address or facsimile number as may from time to time be the subject of a Notice:

To the Vendor:

The Corporation of the City of Port Colborne
66 Charlotte Street, Port Colborne L3K 3C8

Attention: Chief Administrative Officer

To the Purchaser:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by registered mail, shall be deemed to have been validly and effectively given and received five (5) business days after the date it was sent, and if sent by facsimile transmission with confirmation of transmission prior to 5 p.m., shall be deemed to have been validly and effectively given and received on the day it was sent, unless the confirmation of transmission was after 5 p.m. or on a non-business day, in which case it shall be deemed to have been given and received on the next following business day.

21. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

22. Counterparts and Electronic Delivery

The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

23. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained, open for acceptance by the Vendor until 5 p.m. on March ____, 2023, after which time, if not accepted, such offer shall become null and void.

[next page is signature page]

IN WITNESS WHEREOF the Purchaser have executed this Agreement the ____ day of _____, 2023.

13489116 CANADA INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2023.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "A"

[Re-conveyance Agreement]**RIGHT TO RE-CONVEYANCE AGREEMENT**

THIS AGREEMENT is made as of the ____ day of _____, 2023.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "**City**")

- and -

13489116 CANADA INC.
(the "**Purchaser**")

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2023, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands legally described as LT 28 CON 1 HUMBERSTONE ; S/T PC14323 PORT COLBORNE, being all of PIN 64156-0026 (LT); (the "**Property**"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the Property in the event the Purchaser fails to:
 - I. enter into a Site Plan Agreement with the City for the construction a multi-unit residential dwelling on the Property, or adjoining lands owned by the Purchaser which are legally described as LTS 29, 30 & 31, PT LTS 41, 42 & 43, PL 861, BEING PTS 4 & 6 ON 59R9034; PORT COLBORNE, being all of PIN 64156-0026 (the "**Adjoining Lands**"), within eighteen (18) months of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;
 - OR**
 - II. obtain building permits and begin construction of a multi-unit residential dwelling on the Property or the Adjoining Lands, within thirty-six (36) months of registration of the Transfer of the Property;
- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 1(a)(I) or (II).
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.

- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 1(a) or (b), it shall do so for the sum of ONE HUNDRED AND SIXTY-EIGHT THOUSAND AND SEVENTY-EIGHT DOLLARS (\$168,078), subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser.
- (e) On the date which is thirty (30) days after the City exercises its right to receive a re-conveyance of the Property (the “**Closing Date**”), the Purchaser will convey the Property to the Purchaser subject to the terms provided for in this Agreement. The Purchaser shall give vacant possession of the Property to the Purchaser on the Closing Date.
- (f) In addition to Section 1(e) above, the Purchaser undertakes to obtain and register good and valid discharges and/or releases of all liens, charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option to purchase the Property. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such liens, charges or other encumbrances.

2. **NON-ASSIGNMENT**

The Purchaser shall not have the right to assign this Agreement to any person or other entity without the prior written consent of the City, which consent may be unreasonably denied.

3. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

4. **NOTICES**

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street

Port Colborne, ON L3K 3C8
 Attention:
 Facsimile: (905) 835-2939
 Telephone: (905) 835-2900

(b) **Purchaser:**

13489116 Canada Inc.

Attention:
 Facsimile:
 Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

5. SUCCESSORS AND ASSIGNS

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

6. COUNTERPARTS AND ELECTRONIC DELIVERY

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2023.

13489116 CANADA INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2023.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale of property with 13489116 CANADA INC. for a vacant lot on Elm Street

Whereas at its meeting of April 11, 2023, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Office Report No. 2023-64, Subject: Sale of Surplus Property Elm Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 13489116 CANADA INC. for the sale of a vacant lot on Elm Street in the amount of \$168,078; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with 13489116 CANADA INC. for the sale of a vacant lot on Elm Street in the amount of \$168,078 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Acting City Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Acting City Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.

Enacted and passed this 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk

Subject: Grandstone Living Inc. - Community Improvement Plan Agreement

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2023-46

Meeting Date: April 11, 2023

Recommendation:

That Chief Administrative Office Report 2023-46 be received; and

That Council approve the Olde Humberstone Community Improvement Plan (CIP) Agreement between the City of Port Colborne and Grandstone Living Inc., attached as Appendix B to Chief Administrative Office Report 2023-46; and

That a by-law to enter into an agreement with Grandstone Living Inc. be brought forward.

Purpose:

The purpose of this report is to provide Council with a recommendation on the CIP application made by Grandstone Living Inc., owner of the vacant lot (VL) on Neff Street in Port Colborne and shown in Appendix A. Grandstone Living Inc. has applied under the Olde Humberstone CIP Financial Incentive Programs Tax Increment Grant (TIG).

Background:

Since 2008, Council has adopted and implemented six Community Improvement Plans (CIPs) for various project areas throughout the City. Grandstone Living Inc., owner of VL Neff Street, has applied for a TIG under the terms of the Olde Humberstone CIP. The TIG is a three-year grant for 100% of the increase in municipal taxes that result from property rehabilitation and improvements. The grant payment is based on the actual post-project assessed value as determined by the Municipal Property Assessment Corporation (MPAC).

A condition of approving the application for tax assistance is that the owner is required by the City to enter an agreement. As part of the agreement, the owner agrees to develop the subject property in accordance with the City's objectives and required information in the Program Guide for the CIPs.

While many of the programs contained within the various Community Improvement Plans for the City can be approved through delegated authority to staff, any application for tax assistance must go through Council for approval.

The owner of the property, Grandstone Living Inc., has submitted an application for the Olde Humberstone Community Improvement Plan Financial Incentive Program Tax Increment-Based Grant. The CIP Review Team has met and recommended that the application be brought forward to Council for approval.

Discussion:

Grandstone Living Inc. has proposed a six-unit apartment rental building at VL Neff Street. The six-unit rental will contain two accessible ground floor units and one affordable unit. The property currently generates \$71.57 in annual City property tax and \$139.71 in storm sewer fees. The estimated increase in property tax is \$14,707 and storm sewer fees of \$1,257.79 per year.

The addition of rental housing units to the City of Port Colborne in the Olde Humberstone area supports the goals of the CIP and City to increase housing stock, density, and walkability to local restaurants and shopping.

The agreement is comprehensive in terms of what is expected by the City from the owner to meet eligibility requirements for the tax increment grant. Some key provisions are as follows:

- the annual grant is based on actual post-project MPAC assessed value;
 - City to be satisfied in its discretion that owner completed property improvements in accordance with the proposed plans;
 - City to be satisfied with its review of all documentation submitted to support actual cost of works incurred by owner, including third party review if required by City at cost of owner;
 - Payments are repayable by owner if City determines that conditions set out in the Application or Agreement have not been met;
 - Grant may be reduced by amount of any tax arrears on the Property;
 - Specific preconditions for annual grant to be met to satisfaction of the City.
-

Internal Consultations:

The application and the agreement have been reviewed by the City's CIP Review Team comprised of staff from Building, Economic Development and Tourism Services, and Planning. The TIG calculations were supplied by Finance.

Financial Implications:

As per the agreement attached, Schedule B indicates that the TIG over a three-year period is estimated to be \$43,906.50. Current City taxes paid on the property are \$71.57 per year. There will be no net impact on the property tax levy in relation to the Tax Increment Grant (TIG) Program. The incremental portion of the tax increase is returned in the form of a grant upon the confirmation of the payment of taxes each year.

Following the three-year period, the City will receive the full property tax value, estimated to be \$14,707 from the redeveloped property. The owner is responsible for the upfront costs of redevelopment and must pay for the increased taxes arising from the higher assessed value.

Strategic Plan Alignment:

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

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

Conclusion:

Grandstone Living Inc., owner of VL Neff Street, has applied to the City's Olde Humberstone CIP to assist with the development of the property and construction of a multi-unit residential building. If approved, the TIG would return 100% of the tax assessment increase for 3-years estimated to be \$43,906.50. As a condition of approval, the owner is required to enter into an agreement with the City that outlines obligations of the owner to satisfy the eligibility requirements of the City's CIP programs. Staff are recommending Council endorse the agreement as these CIP programs will help facilitate the development of the property while adding housing stock and population into the Olde Humberstone Business district.

Appendices:

- a. VL Neff Property Map
- b. CIP Agreement- City of Port Colborne and Grandstone Living Inc.
- c. By-law

Respectfully submitted,

Bram Cotton
Economic Development Officer
(905) 835-2900 ex. 504
Bram.Cotton@portcolborne.ca


Gary Long
Manager of Strategic Initiatives
(905) 835-2900 ex. 502
Gary.Long@portcolborne.ca

Report Approval:

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



Legend

 Parcel Fabric

50.8 0 25.40 50.8 Meters

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Notes

Application No.

**Olde Humberstone Community Improvement Plan Financial Incentive Programs
Property Tax Increment Grant Agreement**

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter referred to as the "City")

and

GRANDSTONE LIVING INC.
(hereinafter referred to as the "Owner")

WHEREAS the City has adopted the Olde Humberstone Community Improvement Plan Financial Incentives Program (Olde Humberstone CIP) pursuant to Section 28 of the *Planning Act* (the "CIP")

AND WHEREAS the Owner is the registered Owner of the lands described in Schedule "A" to this agreement (the "**Subject Lands**") which are located within the City of Port Colborne;

AND WHEREAS the Owner has made applications (the "**application**") to the City for the Tax Increment Grant under the Olde Humberstone CIP;

AND WHEREAS the City has approved this application and has agreed to provide a property tax increment grant under the CIP ("**PTIG**");

AND WHEREAS a condition of approval of this application for a PTIG and the Owner is required by the City to enter into this Agreement (the "**Agreement**");

1. INFORMATION ON SUBJECT LANDS

- 1.1 The PTIG shall apply to the Subject Lands as set out in Schedule "A" attached (the "**Subject Lands**").

2. PROPERTY TAX INCREMENT GRANT ELIGIBILITY

- 2.1 To be eligible for the PTIG, the development and remediation works on the Subject Lands (hereinafter referred to as "**Work**"), shall conform to and fulfill:

- (a) the objectives and requirements of the Tax Increment and Rehabilitation program of the CIP,
- (b) any other requirements as specified by the City,

- 2.2 The Owner acknowledges that it has received and read a copy of the City's Olde Humberstone CIP Tax Assistance Program Guide (the "**Olde Humberstone CIP Guide**") and the Owner covenants with the City that the Subject Lands shall be rehabilitated and developed in accordance with the City's objectives, policies and requirements set out in the Olde Humberstone CIP Guide.

3. PROPERTY TAX INCREMENT GRANT CALCULATION AND PAYMENT

- 3.1 For purposes of calculating the PTIG, the "**Base Year**" will be 2022.
- 3.2 The first PTIG will be paid no earlier than the date on which the City has received any and all final and binding assessments for the actual post-project assessed value of the Subject Lands following completion of all of the Work as determined by the Municipal Property Assessment Corporation (the "**PTIG Start Date**") and will cease on the earlier of:
- a) sale or conveyance of the Subject Lands;
 - b) Three (3) years following the PTIG Start Date;
 - c) This Agreement expires or is terminated in accordance with its terms; and
 - d) The time when total amount of the PTIG paid out to the Owner equals the total accepted Eligible Costs (as hereinafter defined).

In the event that the PTIG Start Date is later than two years following the date of this Agreement, the City may, in its sole discretion and prior to making the first PTIG payment, terminate this Agreement.

- 3.3 The PTIG will be paid, subject to the terms of this Agreement, on an annual basis for a total of no more than three years. The annual PTIG will be calculated as a percentage of the increase in the City's portion of the property taxes collected on the Subject Lands as compared to the Base Year that results from the Work (subject to the maximum annual PTIG payable by the City as more particularly described in Section 3.5 below). For greater certainty, the percentage increase in the City's portion of the property taxes that is eligible for the PTIG hereunder is identified in the table below:

Year*	Grant Factor
1	100%
2	100%
3	100%

- 3.4 The grant payments shall be calculated according to the formulas set out in Schedule B to this agreement. It is agreed that the PTIG payments noted in Schedule B are estimates only and that: (a) the City makes no representations or warranties with respect to the accuracy of the estimates in Schedule B as they may relate to the actual PTIG payable; (b) the Owner confirms it will not be relying on the estimates in Schedule B for any purpose; and (c) any final PTIG payments will be made subject to the terms of this Agreement. Notwithstanding anything contained herein, no portion of any property taxes

or other amounts levied by The Regional Municipality of Niagara for regional works, including, without limiting the generality of the foregoing, waste management and transit, or by the Province of Ontario for education and schools, will be taken into account when calculating the taxes collected by the City for purposes of the PTIG.

- 3.5 Notwithstanding anything herein, it is understood that when the PTIG for the first year is determined (the “**First Year PTIG**”), any PTIG that may be payable for years two and three of this Agreement will not be for a higher amount than the First Year PTIG.
- 3.6 The actual PTIG amounts will be based on the actual post-project assessed value (AV) as determined by the Municipal Property Assessment Corporation and actual applicable City tax rates. The City will not be responsible under this Agreement for any time delays that may occur in receiving any the required documents from MPAC, and the City will not pay any interest or other amount on any PTIG as a result of any such delays.
- 3.7 Where at any time after the original rehabilitation of the Subject Lands, new construction is added to the Subject Lands that is not part of the original program application, the PTIG will be calculated only in respect of the original rehabilitation contained in the original application, based on the assessed value and property taxes in the last year before revaluation by the MPAC as a result of the new construction added to the Subject Lands.
- 3.8 The City shall review all cost estimates and documentation submitted in support of the application in evaluating the estimated costs eligible for a grant as permitted under the CIP (the “**Eligible Costs**”), which Eligible Costs, when designated by the City, shall constitute the maximum Eligible Costs for the PTIG. In the event the City is not satisfied with these cost estimates, the City may substitute its opinion of such amounts for purposes of calculating the Eligible Costs and the maximum total PTIG.
- 3.9 If the City is not in receipt of sufficient information satisfactory to the City to determine Eligible Costs and the amount of the PTIG, there shall be no PTIG. The decision of the City regarding the total amount of Eligible Costs, the calculation of the total estimated PTIG, and the calculation of the PTIG is final and within the City’s sole discretion.
- 3.10 Payment of the PTIG is subject to the City’s review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to, documentation of the estimated and actual costs of eligible Work. Any and all of these costs may be, where required by the City, subject to verification, third party review or independent audit, at the expense of the Owner.
- 3.11 The Owner shall not be entitled to a PTIG unless and until it has met all the conditions of this Agreement to the satisfaction of the City. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.
- 3.12 The PTIG that has been provided to the Owner will become re-payable by the Owner to the City upon notice in writing from the City that one or more of the terms and conditions set out in the application, this Agreement or the PTIG Program have not been met.

- 3.13 The total sum value of the annual PTIG payments that may be provided to the Owner shall not exceed the total Eligible Costs that have been accepted by the City.
- 3.14 A PTIG is not payable by the City until such time as an additional assessment eligible for the PTIG has been added to the assessment roll by the MPAC, property taxes have been billed by the City, and property taxes have been paid in full for one year on the Subject Lands.
- 3.15 An annual PTIG payment to the Owner will not be made if there is an outstanding tax payment owing in respect of the any of the Subject Lands. If at any time during the term of this Agreement, property taxes are owing on any portion of the Subject Lands for more than one full year, the City will have the option, at its sole discretion, to terminate this Agreement and all future PTIG payments.
- 3.16 The PTIG is not payable by the City until such time as all assessment appeals relating to the value of the Subject Lands as a result of the Work of the Subject Lands have been finally determined or all appeal periods have expired.
- 3.17 The first PTIG payment as finally determined by the City shall be paid to the Owner by the City, subject to the provisions of this Agreement, following completion and occupancy of the said redevelopment of the Subject Lands, and during or after the property taxation year in which the property taxes increase as a result of the completed rehabilitation.
- 3.18 Annual PTIG payments under the Olde Humberstone CIP will not be provided by the City until the Owner has satisfied the City that:
- a) The development work on the Subject Lands has been completed in accordance with the work as described in the application;
 - b) The Owner has supplied the City with the actual amount of the Eligible Costs incurred by the Owner;
 - c) There are no outstanding work orders and/or orders or requests to comply from any City department or other regulatory authority in respect of the Subject Lands, and the business of the Owner conducted on the Subject Lands;
 - d) The Owner and the Subject Lands are in full compliance with:
 - i) Any Agreement(s) relating to the property in favour of the City, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval, encroachment, joint sewer & water use, easement or other Agreement; and,
 - ii) Bylaws of the City and provincial or federal legislation and regulations.
 - e) There are no unpaid charges against or relating to the Subject Lands in favour of the City, including, but not limited to: development charges, parkland dedication fees, special assessments and local improvement charges; and,

- f) The Owner has not appealed the post-project assessed value and there exists no other pending appeal which has not been settled completely in respect of the post-project assessed value of all of the Subject Lands.

4. PERSONAL STATUS

4.1 The Owner warrants and represents to the City that:

- a) the Owner is a resident of Canada within the meaning of the *Income Tax Act (Canada)* as of the date of this Agreement. In the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the City, and it is agreed the City may then deduct from any or all PTIG payments, such sum(s) as may be required by the Canada Revenue Agency in order to meet the City's obligations as a payor, and the Owner's obligations as payee, under the *Income Tax Act (Canada)* and other applicable laws.
- b) to the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, city or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets; and,
- c) The Owner shall notify the City immediately of any material change in the conditions set out in paragraphs (a)-(b) above.

5. PROVISIONS RELATING TO THE OWNER

- 5.1 The Owner covenants to the City that the building(s) and improvements that are the subject of this Agreement will not be demolished, in whole or in part prior to the advance of all of the PTIG payments.
- 5.2 The Owner shall ensure there are no liens or other claims outstanding in respect of the Subject Lands, including their rehabilitation, all accounts for work and materials which could give rise to any claim for a construction lien against the Subject Lands have been paid; and there is no default by the Owner with respect to any of the terms of this Agreement.
- 5.3 The Owner shall ensure that it is in compliance with the *Construction Lien Act*, including its holdback provisions and is not aware of any potential or unresolved lien claim in respect of the redevelopment.
- 5.4 The Owner covenants to the City that the Owner shall use the Subject Lands in compliance with this Agreement, all City by-laws pertaining to use, and all applicable environmental laws.
- 5.5 The Owner covenants to the City that the Owner will require, as a term of every lease affecting the Subject Lands, that tenants of the Subject Lands comply with all city by-laws pertaining to use, and all applicable environmental laws.
- 5.6 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all City departments during the term of this Agreement.

- 5.7 The Owner covenants to the City that the Owner shall not commit or permit any waste to be dumped or any nuisance upon the Subject Lands or permit any part of the Subject Lands to be used for any dangerous occupation or business or for any noxious or offensive trade.
- 5.8 The Owner covenants to the City that where the ownership of part or all of the Subject Lands ceases for any reason to be in the Owner's name by sale, conveyance, assignment or otherwise, prior to the advance of all of the PTIG, the Owner will notify the City in writing of said change of ownership at least 30 days prior to said change of ownership.
- 5.9 The Owner acknowledges that nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the Subject Lands for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and,
- a) Nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the land with:
 - i) Applicable environmental laws, regulations, policies, standards, permits or approvals; or,
 - ii) Other by-laws and policies of the City.
- 5.10 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, and the City at its sole discretion delays or cancels the PTIG payments, and/or requires repayment of the PTIG payments already made to the Owner, and/or terminates this Agreement, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation, losses, damages or reimbursement of any costs and expenses against the City, and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the City: (a) exercising its rights herein to delay or cancel PTIG payments; (b) requiring repayment of PTIG payments already made to the Owner, and/or (c) terminating this Agreement.
- 5.11 The Owner shall indemnify and save harmless from time to time and at all times, the City and its officials, officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a) The City entering into this Agreement; and
 - b) Any failure by the Owner to fulfil its obligations under this Agreement. This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

6. PROVISIONS RELATING TO THE CITY

- 6.1 The City agrees to provide, subject to the terms of this Agreement, a PTIG grant to the Owner which will be paid no earlier than the PTIG Start Date and ceasing on the earlier of:

- a) sale or conveyance of the Subject Lands;
 - b) Three (3) years following the PTIG Start Date;
 - c) This Agreement expires or is terminated in accordance with its terms; and
 - d) The time when total amount of the PTIG paid out to the Owner equals the total accepted Eligible Costs (as hereinafter defined).
- 6.2 On an annual basis, the City, upon being satisfied that the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, the PTIG Program, shall pay the annual PTIG payment.
- 6.3 If the Owner cannot be reached over a protracted period (more than 2 years), the City will have the option, without notice and at its own discretion, of terminating this Agreement and all future PTIG payments to the Owner.
- 6.4 If in the opinion of the City the property is not maintained in its rehabilitated condition, the City may, at its sole discretion, terminate all future PTIG payments and require repayment of the PTIG payments already provided by the City to the Owner.
- 6.5 The City, its employees and agents are entitled to inspect the Subject Lands at any time during business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the Olde Humberstone CIP.
- 6.6 The City retains the right at all times to delay or cancel PTIG payments, and/or require repayment of PTIG payments already made to the Owner, and/or terminate this Agreement where the City deems that there is non-compliance with this Agreement. In particular, without limiting the generality of the foregoing, the PTIG is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the rehabilitation works and to there being compliance on the part of the Owner with all other requirements contained in this Agreement. When any PTIG payment is required to be repaid by the Owner to the City pursuant to any provision of this Agreement, the Owner will pay interest at a rate of seven percent per annum on the PTIG amount to be repaid, which will accrue from the date the PTIG payment was originally made by the City to the Owner.
- 6.7 Communications from the City to the Owner may be addressed to the Owner at the address of the Owner listed in Section 9 of this Agreement.

7. DEFAULT AND REMEDIES

- 7.1 On the occurrence of default under this Agreement the City shall be entitled to its remedies to enforce this Agreement, including, but not limited to, any one more of the following:
- a) Delaying or cancelling the PTIG payments; and/or,
 - b) Requiring repayment to the City by the Owner of all PTIG payments already made to the Owner; and/or,

c) Terminating the Agreement.

7.2 Default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including, but not limited to, the following:

- a) Non-compliance with any City by-laws, provincial, and/or federal laws and regulations as they relate to the Subject Lands;
- b) Failure to pay and keep in good standing all real property taxes in respect of the Subject Lands;
- c) Any representation or warranty made by the Owner herein is incorrect in any material respect;
- d) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the City;
- e) The Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Subject Lands or interest of the Owner in the Subject Lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- f) This Agreement is forfeited or is terminated by any other provision contained in it.

7.3 The City may at its sole discretion provide the Owner with an opportunity to remedy any default.

8. ADDITIONAL PROVISIONS

8.1 This Agreement shall remain in effect from the date of its execution by the City to the earlier of:

- a) sale or conveyance of the Subject Lands;
- b) Three (3) years following the PTIG Start Date;
- c) This Agreement expires or is terminated in accordance with its terms; and
- d) The time when total amount of the PTIG paid out to the Owner equals the total accepted Eligible Costs.

8.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.

8.3 Schedule "A" attached to this Agreement forms part of the Agreement.

9 NOTICES

- 9.1 Where this Agreement requires notices to be delivered by one party or the other, such notice shall be given in writing and delivered either personally, by e-mail, by fax or by prepaid first call mail by the party wishing to give such notice to the other party at the address noted below:

To the Owner at:

Marc Vaillancourt,
Grandstone Living Inc.
650 Allanburg Rd. Thorold, On. L2V 1A8
Cell: (289) 241-5729
Office: (905) 685-3864
Fax: (905) 685-9975

To the City at:

City of Port Colborne
c/o Charlotte Madden
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Ph: 905-835-2900 ext 106
Fax: 905-835-2939

THIS AGREEMENT shall be binding upon the parties and their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties duly execute this Agreement:

SIGNED, SEALED AND DELIVERED
In the presence of

THE CITY OF PORT COLBORNE

Mayor William C. Steele

Charlotte Madden; Acting City Clerk

WITNESS

Grandstone Living Inc.:
Owner

Schedule "A"

Of an Agreement between the City of Port Colborne and the Owner named in this Agreement.

Name of Registered Property Owner: Marc Vaillancourt

Address of Subject Lands: Vacant Land Neff Street

Roll NO.: 271103003003450

Mailing Address of Property Owner (where different from address of Subject Lands):

E-mail: Marc Vaillancourt <Marc@grandstoneliving.ca>

Legal Description of Subject Lands

PLAN 762 BLK A PT LOT 4 PT; LOT 2 S MAIN

Schedule "B"

Olde Humberstone CIP PTIG Estimates

(1) Cost of approved Eligible Costs	\$1,500,000
(2) Pre-project assessed value (AV):	\$7,300
(3) Pre-project City property taxes	\$71.57
(4) Post-project assessed value (AV):	CT \$1,500,000
(5) Post-project City property taxes	\$14,707.07

Municipal PTIG = Post-project City property Taxes – Pre-project City property taxes

Grant = Post-project City property taxes – Pre-project City property taxes

PTIG CALCULATION SCHEDULE ESTIMATE

	Pre-Development	Project Completion	Tax Increment	% of Tax Increment	Annual Grant
Assessment Value	\$7,300	\$1,500,000	\$1,492,700	100%	100%
Municipal Taxes	\$71.57	\$14,707.07	\$14,635.5	100%	\$14,635.5
		Duration of Grant			3 years
		Total Payment of Grant however subject to any assessment or tax increase during the 3-year period			\$43,906.50

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with Grandstone Living Inc. Regarding Olde Humberstone Community Improvement Plan Financial Incentive Programs Property Tax Increment Grant

Whereas at its meeting of April 11, 2023, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report 2023-46, Subject: Community Improvement Agreement – Vacant Land Neff; and

Whereas Council is desirous of entering into an agreement with Grandstone Living Inc., for the purposes of an Olde Humberstone Community Improvement Plan Financial Incentives Program Property Tax Incentive Grant; and

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

1. That The Corporation of the City of Port Colborne enters into an agreement with Grandstone Living Inc., for the purposes of an Olde Humberstone Community Improvement Plan Financial Incentives Program Property Tax Increment Grant;
2. That the Mayor, the Acting City Clerk be and are hereby authorized to execute any documents that may be required for the purpose of carrying out the intent of this by-law and the Acting City Clerk is dully authorized to affix the Corporate Seal thereto.

Enacted and passed this 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk



Subject: City Real Estate – Surplus Parcels

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2023-56

Meeting Date: April 11, 2023

Recommendation:

That Chief Administrative Office Report - Economic Development and Tourism Services Division Report 2023-56 be received for information;

That Council declare the City-owned parcels of land, outlined in Appendix A to Chief Administrative Office Report - Economic Development and Tourism Services Division Report 2023-56, as surplus; and

That Council delegate authority to the Chief Administrative Officer (CAO) to dispose of these surplus parcels and enter into purchase/sale agreements in accordance with the Sale of Surplus Land Policy.

Purpose:

The purpose of this report is to provide information on City-owned parcels of land and seek approval from Council to declare them surplus and move forward with disposition and sale.

Background:

In the fall of 2020, the Economic Development and Tourism Services Division created a City Real Estate Initiative to focus on identifying property that could be declared surplus and marketed for residential, commercial, or industrial development. The goals of this initiative are to attract investment and new residents to the City of Port Colborne, have vacant properties redeveloped and revitalized, facilitate public-private partnerships to create more affordable housing units, expand the municipal tax base to maintain core

programs and services, and maximize the value of City properties while achieving social, economic, and environmental benefits.

This report is regarding phase three of the City Real Estate Initiative, which focuses on small irregular-shaped parcels owned by the City that could be declared surplus and are of interest to the adjoining property owners.

Discussion:

City staff have been contacted by several property owners with interest in acquiring the small parcels of City-owned land abutting their property. Staff have developed a list of these properties, as shown in Appendix A, and maps, as shown in Appendix B, that outline the approximate size of each property.

By declaring each of these parcels as surplus, staff can move forward in accordance with the City's Sale of Surplus Land Policy – revised by staff and approved by Council on December 13, 2022 (Report 2022-256) – and sell them to the adjoining property owners.

Currently, there is no benefit for the City to retain these parcels as they are irregularly-shaped and too small for residential development. Selling these City-owned parcels of land to the adjoining property owners aligns with the strategic objectives of the City's Real Estate Initiative. Moreover, it provides these property owners with additional land.

The following list consists of staff comments and estimated values concerning the properties abutting the identified address:

Address	Comments	Estimated Value
52 Elm Street	<ul style="list-style-type: none"> • Irregular-shaped lot; • Useable land is reduced due to the rail line setback that must be maintained; • Sightlines for vehicles and rail cars at corner of Elm Street & Sugarloaf Street must be maintained for safety reasons; 	\$17,500 plus costs
216 Linwood Avenue	<ul style="list-style-type: none"> • Very small parcel; • Adjacent property owner would add it to their existing residential property and extend their backyard; • Rail line setback must be maintained; 	\$2,800 plus costs
399 Catherine Street	<ul style="list-style-type: none"> • Hydro lines run through the parcel and reduce the amount of land that is useable; • Hydro setback and easement must be maintained; 	\$17,205 plus costs

Amelia Street & Canal Bank Road	<ul style="list-style-type: none"> • Very small, isolated parcel; • Adjacent property owner would add it to their existing residential property; 	\$3,300 plus costs
Durham Street & Davis Street	<ul style="list-style-type: none"> • Small, isolated parcel; • Adjacent property owner would add it to their existing residential property; 	\$4,500 plus costs
17 Jefferson Avenue & 457 Sugarloaf Street	<ul style="list-style-type: none"> • Long, narrow strip of land; • Adjacent property owners want to acquire sections of this parcel to enlarge their property boundaries; 	17 Jefferson - \$4,800 plus costs 457 Sugarloaf - \$1,600 plus costs
157 Sugarloaf Street	<ul style="list-style-type: none"> • Irregular-shaped parcel; • Has environmentally sensitive features and challenging landforms given elevation and slope; • Adjacent to rail line, which reduces usable area as a setback; • Setback must be maintained. 	\$15,600 plus costs

Internal Consultations:

The Economic Development and Tourism Services Division consulted with various departments on the disposition of City Real Estate, including Legislative Services, Planning and Development, Public Works/Engineering, Parks, Corporate Services, and Office of the CAO.

Financial Implications:

It is expected that the property owners purchasing the surplus City-owned parcels will cover all costs related to the transactions, including survey and legal. The estimated value assigned to each parcel is based on a per square foot range provided by a certified land appraiser. Net proceeds will be transferred to the Economic Development Reserve.

Public Engagement:

City-owned parcels that could be declared surplus are brought to Council in open session. Parcels of City-owned land that are available for sale are posted on the City's website, promoted on Multiple Listing Service (MLS), and shared with a database of

investors maintained and updated regularly by the Economic Development and Tourism Services Division.

Through the City's website and LinkedIn account, Divisional staff have marketed surplus parcels for residential, commercial, or industrial development. For the small, irregular-shaped parcels shown in Appendix A, Divisional staff have maintained an ongoing dialogue with the adjoining property owners through email and phone conversations.

Strategic Plan Alignment:

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

- Attracting Business Investment and Tourists to Port Colborne
 - Value: Financial Management to Achieve Financial Sustainability
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

This report provides a list and maps of small irregular-shaped parcels of City-owned land that could be declared surplus. Upon consulting the City's Sale of Surplus Land Policy, staff have determined that the parcels identified in this report do not have any marketable value but could be sold to adjoining property owners based on an appraised value range plus survey and legal costs.

Staff are seeking Council approval to have the properties declared surplus and to delegate that the CAO and Manager of Strategic Initiatives move forward with their disposition and sale in accordance with the Sale of Surplus Land Policy.

Appendices:

- a. List of surplus properties
- b. Maps of surplus properties

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2900 x502
Gary.Long@portcolborne.ca

Bram Cotton
Economic Development Officer
905-835-2900 x504
Bram.Cotton@portcolborne.ca

Report Approval:

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

List of Surplus Properties	
Address	Roll Number
Property adjacent to 52 Elm Street	271101002200101
Property adjacent to 216 Linwood Avenue	271101002200101
Property adjacent to 399 Catharine Street	271103002910200
Corner of Amelia Street & Canal Bank Road	271102001622300
Corner of Durham Street & Davis Street	271102000817600
Property adjacent to 17 Jefferson Avenue and 457 Sugarloaf Street	N/A
Property adjacent to 157 Sugarloaf Street	271101002200101



Property adjacent to 52 Elm Street



Property adjacent to 216 Linwood Avenue



Property adjacent to 399 Catharine Street



Amelia Street and Canal Bank Road



Durham Street and Davis Street



Property adjacent to 17 Jefferson
Avenue and 457 Sugarloaf Street



Property adjacent to 157 Sugarloaf Street

Subject: Drain Accounting and Billing Process

To: Council

From: Corporate Services Department

Report Number: 2023-37

Meeting Date: April 11, 2023

Recommendation:

That Corporate Services Department Report 2023-37 be received; and

That interest be charged to previously approved and future drain construction accounts effective January 1, 2023. Interest will be accrued at a rate of Bank Prime + 2% on drain construction account balances starting January 1, 2023, and all new charges until billed, not to exceed more than 120 days after the drain construction account completion certificate is issued.

That drains construction accounts be billed when the drainage engineer issues the final completion certificate and account allocations for the drain construction project, effective April 11, 2023.

Purpose:

This report seeks approval to incorporate interest charges into all drain construction accounts ("drain accounts") and bill the assessed costs prior to receiving Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) grant funding.

Background:

At December 31, 2022 the City of Port Colborne ("City") had approximately \$3.4 million in outstanding drain accounts. Historically the City has not charged interest on drain accounts. Charging interest on drain accounts is a common practice of municipalities and permitted in the *Drainage Act*, R.S.O. 1990 (the Act). Council has approved interest to be charged at Bank Prime + 2% on recently approved drain construction projects.

Historically drain accounts have been billed once Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has signed off on the drain construction and accounts. This can take 12 to 18 months from the time the drain engineer has finalized activity and the drain account allocations. A common practice in other municipalities is to bill once the drainage engineer issues a final certificate of completion on a project and the drain account allocations.

Discussion:

The recommendation in this report seeks to align the City's interest and billing practices with other municipalities.

Interest

As noted above, historically the City has not charged interest on drain accounts. Staff have identified this to Council and recently Council has approved an interest charge of Prime + 2% on drainage construction accounts. This new practice is consistent with other municipalities and allowable through the Act.

The interest charge recognizes the funds required to pay drain construction costs comes from the levy and when those funds are used for this purpose, the municipality, and ultimately the City's taxpayers, essentially lose the opportunity to earn interest on those funds. This essentially means less investment in areas such as infrastructure. As noted during the 2023 Capital Budget presentation, the City's annual infrastructure deficit is currently above \$7.6 million.

In recognition of the above, staff recommend that interest be charged to previously approved and future drain construction accounts at a rate of Bank Prime + 2% effective January 1, 2023.

Timing of Billing

As noted above, historically the City has sent invoices to property owners after OMAFRA has issued the applicable drainage grant.

This practice has had the benefit of providing the City and property owners with precise billing and has provided property owners with a built-in deferred payment model.

Inherent concerns with the timing of billing currently include:

- Drain account charges reside with the property at the time the bill is sent. When properties sell between drain construction and billing, it can be very confusing for new property owners.
- When interest is charged on drain accounts, the longer the time between drain construction and billing (not to exceed more than 120 days after the drain

construction account completion certificate is issued), the more a property owner needs to pay.

Given the inherent concerns with the timing of billing currently, staff recommend that effective April 11, 2023, the City invoice the construction costs incurred immediately after the issuance of the final completion certificate and before the decision made on the Municipal Drain Construction/Improvement grant application to OMAFRA.

In the event OMAFRA identifies a change to be made, staff will either re-bill or re-fund as required. However, the City's Drainage Superintendent cannot recall a time when OMAFRA did not sign-off and/or had a change to the drain engineer's final drain report.

Internal Consultations:

This report has been prepared as a co-operative effort between Corporate Services (Financial Services) and Public Works (Drainage).

Financial Implications:

The financial impact of adding interest to drain accounts is estimated to be \$200,000 or more to the Levy in 2023. In developing this estimate, staff have considered future drain billings, construction, and potential future interest rates. Staff identify this amount could fluctuate significantly based on drain construction activity, billing, and interest rates.

Staff identify interest will be applied monthly based on the interest rate at the end of the month.

The financial impact of the proposed invoice timing is to reduce interest charged on drain construction accounts and thereby reduce the amount owing by property owners.

Public Engagement:

Specific public input has not been sought. The recommendation of this report seeks to align the City's interest and invoicing practices with other municipalities. As noted above, it further seeks to align interest charges on drain accounts that were recently approved vs. less recently approved drain accounts.

Strategic Plan Alignment:

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

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - Value: Financial Management to Achieve Financial Sustainability
-

Conclusion:

To align drain accounting and invoice practices to other municipalities and address inherent risks with the current invoice model, staff recommend the following:

- That interest be charged to previously approved and future drain construction accounts at a rate of Bank Prime + 2% effective January 1, 2023.
 - That drains construction accounts be billed when the drainage engineer issues the final completion certificate and account allocations for the drain construction project, effective April 11, 2023.
-

Respectfully submitted,

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

Report Approval:

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



Subject: Transfer of Ownership of Pine Street and Highland Avenue Watermains

To: Council

From: Public Works Department

Report Number: 2023-68

Meeting Date: April 11, 2023

Recommendation:

That Public Works Department Report 2023-68 be received; and

That the Mayor and Acting City Clerk be authorized to execute the indenture to assume ownership of the Pine Street and Highland Avenue watermains with the Regional Municipality of Niagara; and

That the By-law to authorize entering into the indenture, attached as Appendix C, be brought forward.

Purpose:

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

Background:

In April 2016, the Regional Municipality of Niagara (Region), updated the Water Servicing Memorandum of Understanding (MOU) with all of the Local Area Municipalities (LAMs).

The MOU states that the Region's ownership of trunk watermains extends to the first valve off of the watermain. It was determined that there were watermains on two streets, Pine Street and Highland Avenue, where the first valve off the Region's watermain was at the other end of the block, meaning that under the MOU, the Region owned these watermains, not the City.

The Region approached the City about transferring ownership of these watermain, as they did not form part of their trunk watermain distribution network, and all of the homes on Pine and Highland were serviced by the watermain. The Region proposed simply installing a valve on their trunk watermain on Fielden Avenue for each watermain and transferring ownership.

Staff of the day requested that prior to assuming ownership, that the watermain, both cast iron installed in the 1960s, be replaced. The Region agreed, and in April 2017, the City's Director of Engineering & Operations issued a letter to the Region committing the City to own and maintain the watermain on Pine Street and Highland Avenue, once they were replaced. This letter is provided as Appendix A.

The Region replaced the watermain on Pine Street and Highland Avenue in 2017. City staff reviewed and approved the regulatory approvals and watermain designs before they were issued for tender, were involved in all project meetings and approved and witnessed all of the regulated testing and sampling requirements.

Discussion:

The ownership transfer has worked its way through the Region's departments, and they have issued an indenture agreement for the City's representatives to sign to formally transfer the watermain on Pine Street and Highland Avenue to the City.

Staff are confident that the watermain were installed to the City's specifications, and there have been no operational issues with the watermain in the last 5+ years. Therefore, staff recommend that Council proceed with authorizing the ownership transfer.

Financial Implications:

Formally transferring ownership of the Pine Street and Highland Avenue watermain to the City will allow these watermain and appurtenances to be added to the City's asset inventory.

Strategic Plan Alignment:

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

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

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

Conclusion:

The partnership between the Region and the City provided two new watermain at no direct cost to the ratepayers. Authorization to sign the indenture agreement will formalize the ownership transfer and allow the Pine Street and Highland Avenue watermain to be added to the City's asset inventory.

Appendices:

- a. Commitment of Ownership and Maintenance by the City of Port Colborne pending the Watermain Replacement on Pine Street and Highland Avenue in the City of Port Colborne by the Region of Niagara – letter dated April 11, 2017
- b. Indenture between the Regional Municipality of Niagara and the Corporation of the City of Port Colborne
- c. By-law to authorize entering into an indenture with the Regional Municipality of Niagara to transfer ownership of the watermain on Pine Street and Highland Avenue

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.



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

**OFFICE OF THE DIRECTOR
OF ENGINEERING & OPERATIONS**

Ron Hanson – 905-835-2900(office) 905-835-2939(fax) or ronhanson@portcolborne.ca

****SENT BY E-MAIL****

April 11, 2017

The Regional Municipality of Niagara
Public Works – Water & Wastewater
3501 Schmon Parkway, P.O. Box 1042
Thorold, ON
L2V 4T7

**Attention: Mr. Derek Falardeau-Mercier, P.Eng.
Project Manager, Engineering**

**RE: Commitment of Ownership and Maintenance by the City of Port Colborne
pending the Watermain Replacement on Pine Street and Highland
Avenue in the City of Port Colborne by the Region of Niagara**

Dear Mr. Falardeau-Mercier;

Please accept this letter as confirmation for the City of Port Colborne to commit to the ownership and maintenance of the watermain on Pine Street between Fielden Avenue and Elm Street and Highland Avenue between Steele Street and Fielden Avenue once the watermain on the streets noted above have been replaced as part of the Region of Niagara's Tender 2017-T-116 (RN 17-16).

The City of Port Colborne will take ownership and regular maintenance of the above noted watermain upon completion of all construction items in the tender document with the understanding that all warranty related items during the two (2) year maintenance period will be managed by the Region of Niagara. The Region of Niagara is also to have their consultant prepare the appropriate Form 1 for the watermain replacement for the City's Water License prior to the City taking ownership of these watermain.

Please contact the undersigned if you require any further clarifications.

Sincerely,

Ron Hanson, C.E.T.
Director of Engineering & Operations

THIS INDENTURE made as of the 5th day of January, 2023

BETWEEN:

The Regional Municipality of Niagara, a municipality formed pursuant to the laws of the Province of Ontario (thereinafter called the “Niagara Region”)

OF THE FIRST PART

- and -

The Corporation of the City of Port Colborne, a municipality formed pursuant to the laws of the Province of Ontario

(hereinafter called the “City”)

OF THE SECOND PART

WHEREAS the Niagara Region is an upper-tier municipality and agreed to construct certain infrastructure intended to be used within and as part of the City operated water infrastructure;

AND WHEREAS construction of the infrastructure is now complete; said infrastructure is operating within the system operated by the City and it is now necessary to document transfer of the specific infrastructure (hereinafter the “Infrastructure Assets”) from Niagara Region to the City;

NOW THIS INDENTURE WITNESSETH that for the good and valuable consideration now paid by the City to the Niagara Region (the receipt and sufficiency of which is hereby acknowledged) the Niagara Region hereby grants, bargains, sells, assigns, transfers, conveys and sets over onto the City, its successors and assigns the Infrastructure Assets more particularly described below:

Transfer ownership of the following watermain infrastructure as constructed by Niagara Region through the Watermain Replacement on Pine Street & Highland Avenue (2017-T-116, RN 17-16) project:

- **300mm DR18 PVC watermain along Pine Street between Fielden Avenue and Elm Street including all associated isolation valves and residential services**
- **150mm DR18 PVC watermain along Highland Avenue between Fielden Avenue and Steele Street including all associated isolation valves and residential services**

But excluding any interest Niagara Region may have in the right of way or other lands containing the Infrastructure Assets.

TO HOLD the said hereby sold, assigned, transferred or conveyed Infrastructure Assets and all right, title and interest of the Niagara Region thereto and therein unto and to the use of the City, its successors and assigns.

AND the Niagara Region doth hereby covenant, promise and agree with the City in the manner following, that is to say:

THAT the Niagara Region is now rightfully and absolutely possessed of and entitled to the said hereby sold, assigned, transferred or conveyed Infrastructure Assets and that the Niagara Region now has in it good right, title and authority to assign the same unto the City, its successors and assigns, according to the true intent and meaning of the presents and the City shall immediately upon the execution and delivery of these presents have possession of and may from time to time and at all times hereafter peaceable and quietly have, hold, possess and enjoy the said hereby sold, assigned, transferred or conveyed undertaking and Infrastructure Assets and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by the Niagara Region or any person whomsoever and with good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature of kind whatsoever.

IN WITNESS WHEREOF this indenture has been executed by the Niagara Region and the City.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____
Name: Todd Harrison, CPA, CMA
Position: Commissioner Corporate Services/Treasurer

Per: _____
Name: Ron Tripp, P. Eng.
Position: Chief Administrative Officer

We have authority to bind the Corporation.

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**

Per: _____
Name:
Position:

Per: _____
Name:
Position:
I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Indenture with the Regional Municipality of Niagara to transfer ownership of the watermains on Pine Street and Highland Avenue

Whereas at its meeting of April 11, 2023, the Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Public Works Report 2023-68, Subject: Transfer of Ownership of Pine Street and Highland Avenue Watermains, and

Whereas Council is desirous of entering into an indenture agreement with the Niagara Region; 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 execute the indenture agreement to assume ownership of the Pine Street and Highland Avenue watermains from the Regional Municipality of Niagara;
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 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk



The Honourable Steve Clark
Minister of Municipal Affairs & Housing
minister.mah@ontario.ca

The Honourable Peter Bethlenfalvy
Minister of Finance
minister.fin@ontario.ca

DELIVERED VIA EMAIL

March 31st 2023

Re: Municipalities Retaining Surplus Proceeds from Tax Sales

Dear Premier Ford,

Please be advised that at the Regular Council Meeting on March 29th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the Council of the Town of Essex regarding Municipalities Retaining Surplus Proceeds from Tax Sales.

Motion 14

Moved by Councillor Mike Vasey

Seconded by Councillor Bob Woolvett

That Council support item 'N' of correspondence from the Town of Essex regarding Municipalities Retaining Surplus Proceeds from Tax Sales.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at dgiles@plympton-wyoming.ca.

Sincerely,

Denny Giles
Deputy Clerk
Town of Plympton-Wyoming

cc: Bob Bailey – MPP, Sarnia-Lambton
Association of Municipalities of Ontario
All Ontario Municipalities



CORPORATION OF THE TOWN OF ESSEX

33 Talbot Street South, Essex, Ontario, N8M 1A8

p: 519.776.7336 f: 519.776.8811 | essex.ca

Honourable Steve Clark

Ministry of Municipal Affairs and Housing
College Park 17th Floor, 777 Bay Street
Toronto, ON M7A 2J3

March 22, 2023

RE: The Reinstatement of Legislation Permitting a Municipality to Retain Surplus Proceeds from Tax Sales

Dear Honourable Steve Clark,

At its Regular Council Meeting held on March 6, 2023, Mayor Bondy brought forward a Notice of Motion for Council's consideration regarding the reinstatement of previous legislation permitting a municipality to retain surplus proceeds from tax sales. It was discussed that, prior to being repealed by the Modernizing Ontario's Municipal Legislation Act, 2017, Section 380(6) of the Municipal Act, 2001 allowed for a municipality to retain surplus proceeds from tax sales within their jurisdiction. It was further noted that the Public Tax Sale process is burdensome to a municipality who invest a considerable amount of time and money recovering these proceeds for the potential sole benefit of the Crown in Right of Ontario.

As a result of this discussion, Council passed the following resolution:

R23-03-081

Moved by: Mayor Bondy

Seconded by: Councillor Allard

That Council direct Administration to send a letter to all relevant taxation bodies, including the Ministry of Municipal Affairs, the Ministry of Finance, Essex County Council, MPP Anthony Leardi, Association of the Municipalities of Ontario and all other municipalities in Ontario urging them to re-instate previous legislation that permitted a Municipality to apply for and retain the surplus proceeds from a tax sale in their jurisdiction.

Carried

I trust you will find this satisfactory. If you have any questions or comments, please feel free to contact the undersigned.

Yours truly,

A handwritten signature in blue ink, appearing to read "Shelley Brown".

Shelley Brown

Acting Clerk
sbrown@essex.ca



CORPORATION OF THE TOWN OF ESSEX

33 Talbot Street South, Essex, Ontario, N8M 1A8

p: 519.776.7336 f: 519.776.8811 | essex.ca

c.c. Honourable Peter Bethlenfalvy, Minister of Finance
minister.fin@ontario.ca

Mary Birch, Interim Chief Administrative Officer
mbirch@countyofessex.ca

Anthony Leardi, MPP
anthony.leardi@pc.ola.org

Association of Municipalities of Ontario ("AMO")
resolutions@amo.on.ca

All other municipalities in Ontario

April 4, 2023

Via email

To All Ontario Municipalities

Re: Support for Municipality of Chatham-Kent's Resolution re Reducing Municipal Insurance Costs

City Council, at its meeting held on March 27, 2023, considered the above-noted matter and passed Resolution No. R-230327-009 as follows:

"WHEREAS escalating insurance costs are one of this Council's Advocacy Priorities in the 2022-2023 Intergovernmental Action Plan;

AND WHEREAS at the January 12, 2023 Corporate Services Committee meeting, staff presented Report CR 23-008 that highlighted the City's annual insurance premiums have increased from \$782,331 to \$1,281,512 from 2020 to 2023, representing an accumulated increase of 64% over this period;

AND WHEREAS the annual increases to the City of Owen Sound's insurance premiums have been one of the most significant constraints in limiting yearly tax levy increases over the past four years;

NOW THEREFORE BE IT RESOLVED THAT City Council directs staff to send a letter to all other municipalities in Ontario supporting the Municipality of Chatham-Kent calling for action to reduce insurance costs;

AND THAT the City Manager have staff participate in any groups that may be formed through the Association of Municipalities of Ontario (AMO) or directly with other municipalities to support this effort;

AND FURTHER THAT this resolution be forwarded to the AMO, Minister of Finance, Peter Bethlenfalvy, Minister of Municipal Affairs and Housing, Steve Clark, Attorney General, Doug Downey, MPP for Bruce-Grey-Owen Sound, Rick Byers, Premier Doug Ford, and MPP Marit Stiles, Leader of the Ontario New Democratic Party and Leader of the Opposition."

Staci Landry, Deputy Clerk
City of Owen Sound
808 2nd Avenue East
Owen Sound, ON N4K 2H4



Telephone: 519-376-4440 ext. 1235
Facsimile: 519-371-0511
Email: slandry@owensound.ca
Website: www.owensound.ca

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Staci Landry".

Staci Landry
Deputy Clerk

cc: Hon. Doug Ford, Premier of Ontario
Hon. Peter Bethlenfalvy, Minister of Finance
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. Doug Downey, Attorney General
Rick Byers, MPP Bruce-Grey-Owen Sound
Marit Stiles, Leader of the Ontario New Democratic Party and Leader of the Opposition
Association of Municipalities of Ontario



Judy Smith
Director Municipal Governance/Clerk
Municipality of Chatham-Kent
ckclerk@chatham-kent.ca

DELIVERED VIA EMAIL

March 31st 2023

Re: Reducing Municipal Insurance Costs

Dear Ms. Smith,

Please be advised that at the Regular Council Meeting on March 29th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the Council of the Municipality of Chatham-Kent regarding Reducing Municipal Insurance Costs.

Motion 12

Moved by Councillor Mike Vasey

Seconded by Deputy Mayor Netty McEwen

That Council support item 'L' of correspondence from the Municipality of Chatham-Kent regarding Reducing Municipal Insurance Costs.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at dgiles@plympton-wyoming.ca.

Sincerely,

Denny Giles
Deputy Clerk
Town of Plympton-Wyoming

cc: Association of Municipalities of Ontario
All Ontario Municipalities

March 6, 2023

To All Ontario Municipalities

Resolution re Reducing Municipal Insurance Costs

Please be advised the Council of the Municipality of Chatham-Kent, at its regular meeting held on March 6, 2023 passed the following resolution:

"Whereas Chatham-Kent has faced multiple double digit increases to insurance premiums over the past years;

And Whereas the costs on insurance are having a significant impact on municipal budgets in Chatham-Kent and around the Province;

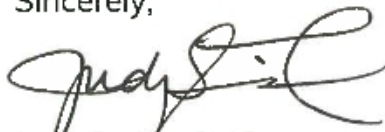
Now Therefore, Council direct administration to engage with other municipalities, the Association of Municipalities of Ontario, and any other relevant municipal associations, to determine what tools may be available to reduce insurance costs, including cooperative purchasing of insurance, creation of a municipal reciprocal insurance provider, or legislative changes to address insurance costs to municipalities.

And administration report back to Council regarding the result of this engagement and any recommended Council resolutions to support improvements to municipal insurance in Ontario.

Further that administration be directed to forward this motion to all other municipalities in Ontario seeking support and collaboration on this issue."

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance/Clerk

C AMO



The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

DELIVERED VIA EMAIL

March 31st 2023

Re: Bill 5 – Stopping Harassment and Abuse by Local Leaders Act

Dear Premier Ford,

Please be advised that at the Regular Council Meeting on March 29th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the Council of the Municipality of Chatham-Kent regarding *Bill 5 – Stopping Harassment and Abuse by Local Leaders Act*.

Motion 13

Moved by Councillor Mike Vasey

Seconded by Councillor John van Klaveren

That Council support item 'M' of correspondence from the Municipality of Chatham-Kent regarding Bill 5 – Stopping Harassment and Abuse by Local Leaders Act.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at dgiles@plympton-wyoming.ca.

Sincerely,

Denny Giles
Deputy Clerk
Town of Plympton-Wyoming

cc: The Honourable Steve Clark – Minister of Municipal Affairs & Housing
Stephen Blais – MPP, Orléans; Member, Standing Committee on Justice Policy
Bob Bailey – MPP, Sarnia-Lambton
Association of Municipalities of Ontario
All Ontario Municipalities

March 6, 2023

The Honourable Doug Ford
Premier@ontario.ca

Re: Support Bill 5 - Stopping Harassment and Abuse by Local Leaders Act

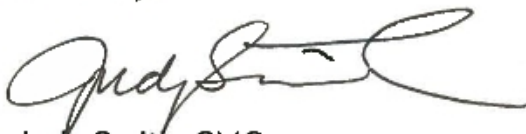
Please be advised the Council of the Municipality of Chatham-Kent, at its regular meeting held on March 6, 2023 passed the following resolution:

"That Chatham-Kent Council express its support for Bill 5 - Stopping Harassment and Abuse by Local Leaders Act which would require the code of conduct for municipal Councillors and members of local boards to include a requirement to comply with workplace violence and harassment policies and permit municipalities and local boards to direct the Integrity Commissioner to apply to the court to vacate a member's seat if the Commissioner's inquiry determines that the member has contravened this requirement;

And further that this resolution be circulated to the Honourable Doug Ford, Premier of Ontario; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Stephen Blais, and local MPPs."

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance/Clerk

C

Minister of Municipal Affairs and Housing
Local MPPs
Ontario Municipalities



Stacey Blair
Clerk, Town of Carleton Place
sblair@carletonplace.ca

DELIVERED VIA EMAIL

March 31st 2023

Re: Declaring Intimate Partner Violence and Violence Against Women an Epidemic

Dear Ms. Blair,

Please be advised that at the Regular Council Meeting on March 29th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the Council of the Town of Carleton Place regarding Declaring Intimate Partner Violence and Violence Against Women an Epidemic.

Motion 15

Moved by Councillor Kristen Rodrigues

Seconded by Councillor Mike Vasey

That Council support item 'J' of correspondence from the Town of Carleton Place regarding Declaring Intimate Partner Violence and Violence Against Women and Epidemic.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at dgiles@plympton-wyoming.ca.

Sincerely,

Denny Giles
Deputy Clerk
Town of Plympton-Wyoming

cc: Association of Municipalities of Ontario
All Ontario Municipalities



Please be advised that at their meeting of March 7, 2023, the Council of the Town of Carleton Place passed the following motion:

Lanark County Interval House and Community Support

Motion No. 04-134-04

Moved by: Deputy Mayor Tennant

Seconded by: Councillor Comley

THAT the Town of Carleton Place recognizes the issues of violence in rural communities as serious to the health and wellness of local families; and

THAT the Town of Carleton Place recognizes the rural Renfrew County inquest as important to all rural communities; and

THAT based on the statistics of 4815 crisis calls and service provision to 527 women and children in our local community, the Council of the Town of Carleton Place declares IPV (intimate partner violence)/VAW (violence against women) an epidemic as per recommendation #1 of the Renfrew County jury recommendations; and

THAT this resolution be circulated to all municipalities in Ontario and the Association of Municipalities of Ontario.

CARRIED

Kind Regards,

Stacey Blair, B.A., Dipl. M.A.

Clerk, Town of Carleton Place

T: 613-257-6212 E: sblair@carletonplace.ca

Content copied from email.



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

The meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held on February 21, 2023, at 7:00 p.m. in the L.R. Wilson Heritage Research Archives Hall.

Present: Jeff Piniak, Terry Huffman, Brian Heaslip, Saima Tufail, Nicole Rubli, Luke Brazeau, Arlene Lessard, Margaret Tanaszi, Cheryl MacMillan, Stephanie Powell Baswick, Michelle Mason, Michelle Vosburgh, Tami Nail, Sloane McDowell, Meghan Chamberlain

Regrets: Bert Murphy, Gary Hoyle, John Maloney, Councillor Eric Beauregard, Bonnie Schneider, Claudia Brema

A Board orientation was presented to members by Saima Tufail and Nicole Rubli, in which they outlined the policies, practices, and procedures expected of their positions.

Minutes:

Moved by: Cheryl MacMillan

Seconded by: Brian Heaslip

To: Approve the minutes of the Board of Management from January 17, 2023.

Business Arising:

Stephanie Powell Baswick alerted the Board of Management that they still require a member to fill the Secretary position.

Correspondence:

Meghan Chamberlain reported two items of correspondence. The first item was from Judith Boroniec, who expressed her appreciation for the hard work done by Museum staff and volunteers at the Roselawn Centre.



The second item was from the Wainfleet Historical Society, in which they thank the Museum for the use of a photograph of the Penny-farthing bicycle in the gallery for their fundraising calendar.

Council Report:

Meghan Chamberlain read a report submitted by Councillor Eric Beauregard, in which he stated that a City Council meeting would be held on February 25, 2023 for strategic planning.

Curator's Report:

Michelle Mason introduced present staff to board members and allowed them to report on upcoming events.

Tami Nail reported an update on the 2023 exhibits; 'Old School: Port High's 100th Anniversary' and 'British Home Children: Local Stories' will both open to the public on May 1, 2023 and 'Christmas by Mail' on November 15, 2023.

Sloane McDowell reported that there will be two March Break programs, 'Museum Buccaneers' on March 17, 2023, at the Museum and 'Mementos from Sea' on March 15, 2023, at the Roselawn Centre.

Michelle Vosburgh reported that the Museum will be collaborating with the City to provide walking tours for Viking Cruise Ships. There will be 8 tours in the spring/summer that will take groups through the museum grounds, West St., and H.H. Knoll Park.

Further staff updates included that Tehgan Porter will be returning as Digitization Assistant, and he will be working on the Pengelly collection.

Michelle Mason reported that the 2022 Annual Report will be ready for the April Board Meeting. Also, the 2023 membership campaign will be mailed on February 24, 2023.

Lastly, the text for the outbuildings has been completed and is now in the final stages of production.



Auxiliary Report:

Cheryl MacMillan reported that Arabella's Tea Room has 2095 visitors in their 2022 season. The Auxiliary's AGM will be held on April 17, at 2:00 p.m. and elections will be held. Arabella's Annual Pie Social will be held on May 28, 2023, and the Tea Room will open for the 2023 season on June 1st, with 3 days for the Tea for Two special.

Lastly, Cheryl reported that the Tea Room is currently looking for 4 captain chairs with arms to better service guests.

Friends of Roselawn Report:

Arlene Lessard reported that the winter edition of the FORC newsletter was released. The Friends of Roselawn Centre have launched their Online Art Auction, which will run from February 18-26.

Arlene also reported that the International Women's Day event at the Roselawn Centre has been cancelled. The FORC have partnered with the Pie Guys and will be holding a Coronation Tea event on May 7, 2023.

Finance Committee:

No report.

Membership Committee:

Michelle Mason reported that the 2023 membership campaign will be mailed on February 24, 2023, and fees are reimplemented this year.

Building and Property Committee:

Brian Heaslip reported that the committee has continued assisting with artifact conservation and will begin painting at the Roselawn Centre in the coming weeks.



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

Moved by: Brian Heaslip

Seconded by: Luke Brazeau

To: Move forward with the purchase of a new popcorn machine and source funding afterward.

Programme Committee:

No report.

Fundraising Committee:

Terry Huffman reported that the 2022 Corporate Donor Drive had over 33 donors and raised \$6895.

Terry also updated the board of management on the progress of the 'Music at Roselawn' fundraising event. A report will be prepared for the March meeting detailing volunteers, funding, dates, and promotion.

Policy Committee:

No report.

Accession Committee:

Terry Huffman reported the next committee meeting will be on February 27, 2023, at the L.R. Wilson Archives.

Heritage Committee:

Luke Brazeau reported on behalf of Councillor Eric Beauregard that the committee met on February 21, 2023 and reviewed the recommendation report regarding the repair of Firelane 1 and 2 pillars as well as the Tennessee Avenue gates.



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

Luke also reported that the committee recommends utilizing the stone and mortar contractor from the heritage projects in the repairs of the St. George Memorial.

Director's Report:

Stephanie Powell Baswick reported that 3 part time staff members have been moved to full time contracts and dispersed a staff package for board members to reference.

Stephanie also reported that she would be attending the City of Port Colborne's Strategic Planning session on February 25, 2023.

Lastly, Stephanie announced that it was Heritage Week, from February 20-26, 2023.

New Business:

Jeff Piniak queried if the board of management was interested in getting customized clothing. Stephanie Powell Baswick responded that she would investigate what is available for the board.

Meghan Chamberlain reported the results of the Meeting Time Poll sent out to members on January 24, 2023. A majority of members were in favour of retaining a 7:00 p.m. start time.

Margaret Tanaszi motions to adjourn.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale of property with 13489116 CANADA INC. for a vacant lot on Elm Street

Whereas at its meeting of April 11, 2023, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Office Report No. 2023-64, Subject: Sale of Surplus Property Elm Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 13489116 CANADA INC. for the sale of a vacant lot on Elm Street in the amount of \$168,078; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with 13489116 CANADA INC. for the sale of a vacant lot on Elm Street in the amount of \$168,078 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Acting City Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Acting City Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.

Enacted and passed this 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of April ___, 2023.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the “Vendor”)

- and -

13489116 CANADA INC.
(the “Purchaser”)

In consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Real Property

(a) Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as LT 28 CON 1 HUMBERSTONE ; S/T PC14323 PORT COLBORNE, being all of PIN 64156-0026 (LT) (the “Property”); and

(b) The Purchaser confirms its understanding that the Property will merge with the adjoining lands owned by the Vendor which are legally described as LTS 29, 30 & 31, PT LTS 41, 42 & 43, PL 861, BEING PTS 4 & 6 ON 59R9034; PORT COLBORNE, being all of PIN 64156-0026 (the “Existing Parcel”).

(c) At the request of the Vendor, either prior to or after Closing, the Purchaser agrees to submit an application and sign such documents or consents as may be required by the Vendor to pass a by-law under Subsection 50(4) of the *Planning Act* to deem Plan 861 not to be a registered plan of subdivision for purposes of Subsection 50(3) of the *Planning Act* with respect to the Existing Parcel. It is understood that the purpose of such a by-law would be to legally merge the Property and the Existing Parcel for purposes of the subdivision provisions of Section 50 of the *Planning Act*.

2. Payment of Purchase Price

The purchase price for the Property is ONE HUNDRED AND SIXTY-EIGHT THOUSAND AND SEVENTY-EIGHT DOLLARS (\$168,078) (the “Purchase Price”) plus Harmonized Sales Tax (“H.S.T.”), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay Ten Thousand Dollars (\$10,000.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor’s solicitors (the “Deposit”). The Deposit will be held in trust pending completion or other termination of this transaction, and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) On closing, the sum of ONE HUNDRED AND FIFTY-EIGHT THOUSAND AND SEVENTY-EIGHT DOLLARS (\$158,078), subject to the usual adjustments, if any, payable by wire transfer or a certified cheque drawn against the trust account of a law firm in Ontario, to the Vendor, or as it may direct, on the Closing Date.

3. Title Clause

This Agreement is subject to the title to the Property being good and free from all encumbrances, save only any easements for servicing or utilities (including, without limiting the generality of the foregoing, Instrument No. PC14323), municipal agreements, registered restrictions, restrictive covenants, municipal by-laws, or governmental enactments. The Purchaser are not to call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser are to be allowed until ten (10) days prior to Closing to examine the title at their own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and any deposit shall be returned by the Vendor to the Purchaser forthwith without interest or deduction and the parties shall have no other liabilities to each other. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. **Assignment**

This Agreement may not be assigned by the Purchaser without the express written consent of the Vendor, which consent may be arbitrarily withheld.

5. **Conditions**

The Purchaser's obligation to complete the transaction of purchase and sale contemplated under this Agreement is conditional for a period of sixty business (60) days from the date of acceptance of this Agreement (the "**Conditional Date**") upon the Purchaser being satisfied in its sole, absolute and unfettered discretion with respect to each of the following (the "**Due Diligence Conditions**"):

- (a) The Purchaser's intended use of the Property complies with all zoning and other applicable laws; and
- (b) the physical and environmental condition of the Property.

The foregoing conditions are for the sole benefit of the Purchaser and may be waived by the Purchaser in its sole, absolute and unfettered discretion in whole or in part by written notice to the Vendor or its solicitors. In the event that notice of the satisfaction or waiver of this condition has not been provided in writing by the Purchaser to the Vendor, or the Vendor's solicitors, prior to 5 pm on the Conditional Date, then this Agreement shall come to an end upon which it is agreed that neither party shall have any further rights or obligations hereunder and the Deposit will be returned to the Purchaser without deduction.

6. **Purchaser's Acceptance of Real Property "As Is, Where Is"**

- (a) The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties with respect to the Property or the fitness of the Property for the Purchaser's intended uses, and, the Property is being sold by the Vendor and accepted by the Purchaser on an "As Is, Where Is" basis, including without limitation, state of title, outstanding work orders, zoning and development approval status, locations of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachments by buildings or fences or otherwise on the Property or adjoining properties or streets, soil condition, environmental status and as to quantity, quality or condition.
- (b) The Purchaser acknowledges that the Property is subject to an easement for electricity as in Instrument No. PC14323 and the Purchaser agrees to take title to the Property subject to this easement.
- (c) The Purchaser agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant authority. The Purchaser

also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Property, or any part thereof, into such compliance.

7. Environmental

- (a) The Purchaser acknowledges and agree that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called “**Environmental Matters**”) and that the Purchaser takes the Property “as is” and relies upon their own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns and its employees and agents (collectively, the “**Vendor Parties**”), will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Vendor Parties in respect of any Claims in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any municipal, provincial, federal or other governmental body, board, commission, authority, department or ministry, or employees, officials or representatives thereof.
- (b) As of and from the Closing Date, the Purchaser shall release the Vendor Parties, and their successors and assigns, from and against all Claims, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the “**Substances**”), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.
- (c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor Parties, and their successors and assigns, from any and all Claims arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. These provisions shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser’s interest in the Property.

8. Future Use

- (a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement. The Purchaser covenants to use the Property as a parking lot in connection with the adjoining lands its owns.
- (b) The Purchaser acknowledges and agrees that the Vendor is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive

Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property by the Purchaser.

9. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the date which is fifteen (15) business days after the notice of the waiver of the Due Diligence Conditions is delivered by the Purchaser in accordance with Section 5 above (the “**Closing Date**”).

10. Adjustments, Harmonized Sales Tax and Land Transfer Tax

Realty taxes, local improvements, and assessment rates shall be apportioned and allowed to the Closing Date (with the Closing Date to be for the account of the Purchaser). H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* (“**ETA**”), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

11. Closing Documents

- (a) The Vendor and Purchaser shall cause their respective solicitors to enter into a Document Registration Agreement in prescribed form and content to facilitate the electronic registration required for closing.
- (b) The Vendor represents and warrants that it is not now and shall not at the time of closing be a non-resident of Canada within the meaning of the *Income Tax Act* (Section 116), and, it shall deliver on closing an affidavit verifying same.
- (c) The Purchaser agrees to sign and deliver the Re-Conveyance Agreement attached as Schedule “A” hereto. This Re-Conveyance Agreement will be registered on title to the Property on Closing in priority to any charges, liens or other encumbrances.
- (d) In addition to the other deliveries contemplated herein, the Vendor shall prepare and deliver the Transfer, save for the Land Transfer Tax Statements, and, the parties shall exchange, Undertakings to Readjust and Statement of Adjustments, as necessary.
- (e) The Vendor and Purchaser acknowledges and agrees that the exchange of closing funds, non-registrable documents and other items (the “**Requisite Deliveries**”) and the release thereof to the Vendor and Purchaser, will (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

12. Non-Merger

It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the closing of the transaction or the delivery of the transfer but shall survive thereafter.

13. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser, or, by their respective lawyers who may be specifically authorized in that regard.

14. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

15. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired on the Closing Date, and, it shall be sufficient that a negotiable bank draft or certified cheque may be tendered in lieu of cash.

16. Non-Fettering

(a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Vendor's determinations or actions in the capacity of the Vendor as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.

(b) All rights, benefits and obligations of the Vendor under this Agreement shall be rights, benefits and obligations of the Vendor in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Vendor in its function and capacity as a municipal corporation with respect to matters of general application. Without limiting the generality of the foregoing, nothing in this Agreement constitutes a waiver or exception of or from the Purchaser from complying with, obtaining and being subject to all necessary consents, permits, licenses or approvals from the Vendor in its capacity as a municipal corporation, in connection with any design, construction or development of anything on the Property.

17. Non-Registration

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledge that in the event that any registration respecting this Agreement or notice thereof occurs, the Vendor, in addition to any other rights or remedies it may have, shall be entitled to injunctive relief, and the Vendor may rely upon this provision in support thereof.

18. Business Day

For purposes of this Agreement, a business day means a day other than Saturday, Sunday or a statutory holiday for the Province of Ontario.

19. Severability

If any provision contained herein shall be found by a court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

20. Notices

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or registered mail to the address set out below or to such other address or facsimile number as may from time to time be the subject of a Notice:

To the Vendor:

The Corporation of the City of Port Colborne
66 Charlotte Street, Port Colborne L3K 3C8

Attention: Chief Administrative Officer

To the Purchaser:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by registered mail, shall be deemed to have been validly and effectively given and received five (5) business days after the date it was sent, and if sent by facsimile transmission with confirmation of transmission prior to 5 p.m., shall be deemed to have been validly and effectively given and received on the day it was sent, unless the confirmation of transmission was after 5 p.m. or on a non-business day, in which case it shall be deemed to have been given and received on the next following business day.

21. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

22. Counterparts and Electronic Delivery

The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

23. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and

conditions herein contained, open for acceptance by the Vendor until 5 p.m. on March ____, 2023, after which time, if not accepted, such offer shall become null and void.

[next page is signature page]

IN WITNESS WHEREOF the Purchaser have executed this Agreement the ____ day of _____, 2023.

13489116 CANADA INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2023.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"

[Re-conveyance Agreement]**RIGHT TO RE-CONVEYANCE AGREEMENT**

THIS AGREEMENT is made as of the ____ day of _____, 2023.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "**City**")

- and -

13489116 CANADA INC.
(the "**Purchaser**")

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2023, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands legally described as LT 28 CON 1 HUMBERSTONE ; S/T PC14323 PORT COLBORNE, being all of PIN 64156-0026 (LT); (the "**Property**"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the Property in the event the Purchaser fails to:
 - I. enter into a Site Plan Agreement with the City for the construction a multi-unit residential dwelling on the Property, or adjoining lands owned by the Purchaser which are legally described as LTS 29, 30 & 31, PT LTS 41, 42 & 43, PL 861, BEING PTS 4 & 6 ON 59R9034; PORT COLBORNE, being all of PIN 64156-0026 (the "**Adjoining Lands**"), within eighteen (18) months of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;
 - OR**
 - II. obtain building permits and begin construction of a multi-unit residential dwelling on the Property or the Adjoining Lands, within thirty-six (36) months of registration of the Transfer of the Property;
- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 1(a)(I) or (II).
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.

- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 1(a) or (b), it shall do so for the sum of ONE HUNDRED AND SIXTY-EIGHT THOUSAND AND SEVENTY-EIGHT DOLLARS (\$168,078), subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser.
- (e) On the date which is thirty (30) days after the City exercises its right to receive a re-conveyance of the Property (the “**Closing Date**”), the Purchaser will convey the Property to the Purchaser subject to the terms provided for in this Agreement. The Purchaser shall give vacant possession of the Property to the Purchaser on the Closing Date.
- (f) In addition to Section 1(e) above, the Purchaser undertakes to obtain and register good and valid discharges and/or releases of all liens, charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option to purchase the Property. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such liens, charges or other encumbrances.

2. **NON-ASSIGNMENT**

The Purchaser shall not have the right to assign this Agreement to any person or other entity without the prior written consent of the City, which consent may be unreasonably denied.

3. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

4. **NOTICES**

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street

Port Colborne, ON L3K 3C8
 Attention:
 Facsimile: (905) 835-2939
 Telephone: (905) 835-2900

(b) **Purchaser:**

13489116 Canada Inc.

Attention:
 Facsimile:
 Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

5. SUCCESSORS AND ASSIGNS

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

6. COUNTERPARTS AND ELECTRONIC DELIVERY

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2023.

13489116 CANADA INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2023.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with Grandstone Living Inc. Regarding Olde Humberstone Community Improvement Plan Financial Incentive Programs Property Tax Increment Grant

Whereas at its meeting of April 11, 2023, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report 2023-46, Subject: Community Improvement Agreement – Vacant Land Neff; and

Whereas Council is desirous of entering into an agreement with Grandstone Living Inc., for the purposes of an Olde Humberstone Community Improvement Plan Financial Incentives Program Property Tax Incentive Grant; and

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

1. That The Corporation of the City of Port Colborne enters into an agreement with Grandstone Living Inc., for the purposes of an Olde Humberstone Community Improvement Plan Financial Incentives Program Property Tax Increment Grant;
2. That the Mayor, the Acting City Clerk be and are hereby authorized to execute any documents that may be required for the purpose of carrying out the intent of this by-law and the Acting City Clerk is dully authorized to affix the Corporate Seal thereto.

Enacted and passed this 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk

**Olde Humberstone Community Improvement Plan Financial Incentive Programs
Property Tax Increment Grant Agreement**

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter referred to as the "City")

and

GRANDSTONE LIVING INC.
(hereinafter referred to as the "Owner")

WHEREAS the City has adopted the Olde Humberstone Community Improvement Plan Financial Incentives Program (Olde Humberstone CIP) pursuant to Section 28 of the *Planning Act* (the "**CIP**")

AND WHEREAS the Owner is the registered Owner of the lands described in Schedule "A" to this agreement (the "**Subject Lands**") which are located within the City of Port Colborne;

AND WHEREAS the Owner has made applications (the "**application**") to the City for the Tax Increment Grant under the Olde Humberstone CIP;

AND WHEREAS the City has approved this application and has agreed to provide a property tax increment grant under the CIP ("**PTIG**");

AND WHEREAS a condition of approval of this application for a PTIG and the Owner is required by the City to enter into this Agreement (the "**Agreement**");

1. INFORMATION ON SUBJECT LANDS

- 1.1 The PTIG shall apply to the Subject Lands as set out in Schedule "A" attached (the "**Subject Lands**").

2. PROPERTY TAX INCREMENT GRANT ELIGIBILITY

- 2.1 To be eligible for the PTIG, the development and remediation works on the Subject Lands (hereinafter referred to as "**Work**"), shall conform to and fulfill:
- (a) the objectives and requirements of the Tax Increment and Rehabilitation program of the CIP,
 - (b) any other requirements as specified by the City,

- 2.2 The Owner acknowledges that it has received and read a copy of the City's Olde Humberstone CIP Tax Assistance Program Guide (the "**Olde Humberstone CIP Guide**") and the Owner covenants with the City that the Subject Lands shall be rehabilitated and developed in accordance with the City's objectives, policies and requirements set out in the Olde Humberstone CIP Guide.

3. **PROPERTY TAX INCREMENT GRANT CALCULATION AND PAYMENT**

- 3.1 For purposes of calculating the PTIG, the "**Base Year**" will be 2022.
- 3.2 The first PTIG will be paid no earlier than the date on which the City has received any and all final and binding assessments for the actual post-project assessed value of the Subject Lands following completion of all of the Work as determined by the Municipal Property Assessment Corporation (the "**PTIG Start Date**") and will cease on the earlier of:
- a) sale or conveyance of the Subject Lands;
 - b) Three (3) years following the PTIG Start Date;
 - c) This Agreement expires or is terminated in accordance with its terms; and
 - d) The time when total amount of the PTIG paid out to the Owner equals the total accepted Eligible Costs (as hereinafter defined).

In the event that the PTIG Start Date is later than two years following the date of this Agreement, the City may, in its sole discretion and prior to making the first PTIG payment, terminate this Agreement.

- 3.3 The PTIG will be paid, subject to the terms of this Agreement, on an annual basis for a total of no more than three years. The annual PTIG will be calculated as a percentage of the increase in the City's portion of the property taxes collected on the Subject Lands as compared to the Base Year that results from the Work (subject to the maximum annual PTIG payable by the City as more particularly described in Section 3.5 below). For greater certainty, the percentage increase in the City's portion of the property taxes that is eligible for the PTIG hereunder is identified in the table below:

Year*	Grant Factor
1	100%
2	100%
3	100%

- 3.4 The grant payments shall be calculated according to the formulas set out in Schedule B to this agreement. It is agreed that the PTIG payments noted in Schedule B are estimates only and that: (a) the City makes no representations or warranties with respect to the accuracy of the estimates in Schedule B as they may relate to the actual PTIG payable; (b) the Owner confirms it will not be relying on the estimates in Schedule B for any purpose; and (c) any final PTIG payments will be made subject to the terms of this Agreement. Notwithstanding anything contained herein, no portion of any property taxes

or other amounts levied by The Regional Municipality of Niagara for regional works, including, without limiting the generality of the foregoing, waste management and transit, or by the Province of Ontario for education and schools, will be taken into account when calculating the taxes collected by the City for purposes of the PTIG.

- 3.5 Notwithstanding anything herein, it is understood that when the PTIG for the first year is determined (the “**First Year PTIG**”), any PTIG that may be payable for years two and three of this Agreement will not be for a higher amount than the First Year PTIG.
- 3.6 The actual PTIG amounts will be based on the actual post-project assessed value (AV) as determined by the Municipal Property Assessment Corporation and actual applicable City tax rates. The City will not be responsible under this Agreement for any time delays that may occur in receiving any the required documents from MPAC, and the City will not pay any interest or other amount on any PTIG as a result of any such delays.
- 3.7 Where at any time after the original rehabilitation of the Subject Lands, new construction is added to the Subject Lands that is not part of the original program application, the PTIG will be calculated only in respect of the original rehabilitation contained in the original application, based on the assessed value and property taxes in the last year before revaluation by the MPAC as a result of the new construction added to the Subject Lands.
- 3.8 The City shall review all cost estimates and documentation submitted in support of the application in evaluating the estimated costs eligible for a grant as permitted under the CIP (the “**Eligible Costs**”), which Eligible Costs, when designated by the City, shall constitute the maximum Eligible Costs for the PTIG. In the event the City is not satisfied with these cost estimates, the City may substitute its opinion of such amounts for purposes of calculating the Eligible Costs and the maximum total PTIG.
- 3.9 If the City is not in receipt of sufficient information satisfactory to the City to determine Eligible Costs and the amount of the PTIG, there shall be no PTIG. The decision of the City regarding the total amount of Eligible Costs, the calculation of the total estimated PTIG, and the calculation of the PTIG is final and within the City’s sole discretion.
- 3.10 Payment of the PTIG is subject to the City’s review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to, documentation of the estimated and actual costs of eligible Work. Any and all of these costs may be, where required by the City, subject to verification, third party review or independent audit, at the expense of the Owner.
- 3.11 The Owner shall not be entitled to a PTIG unless and until it has met all the conditions of this Agreement to the satisfaction of the City. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.
- 3.12 The PTIG that has been provided to the Owner will become re-payable by the Owner to the City upon notice in writing from the City that one or more of the terms and conditions set out in the application, this Agreement or the PTIG Program have not been met.

- 3.13 The total sum value of the annual PTIG payments that may be provided to the Owner shall not exceed the total Eligible Costs that have been accepted by the City.
- 3.14 A PTIG is not payable by the City until such time as an additional assessment eligible for the PTIG has been added to the assessment roll by the MPAC, property taxes have been billed by the City, and property taxes have been paid in full for one year on the Subject Lands.
- 3.15 An annual PTIG payment to the Owner will not be made if there is an outstanding tax payment owing in respect of the any of the Subject Lands. If at any time during the term of this Agreement, property taxes are owing on any portion of the Subject Lands for more than one full year, the City will have the option, at its sole discretion, to terminate this Agreement and all future PTIG payments.
- 3.16 The PTIG is not payable by the City until such time as all assessment appeals relating to the value of the Subject Lands as a result of the Work of the Subject Lands have been finally determined or all appeal periods have expired.
- 3.17 The first PTIG payment as finally determined by the City shall be paid to the Owner by the City, subject to the provisions of this Agreement, following completion and occupancy of the said redevelopment of the Subject Lands, and during or after the property taxation year in which the property taxes increase as a result of the completed rehabilitation.
- 3.18 Annual PTIG payments under the Olde Humberstone CIP will not be provided by the City until the Owner has satisfied the City that:
- a) The development work on the Subject Lands has been completed in accordance with the work as described in the application;
 - b) The Owner has supplied the City with the actual amount of the Eligible Costs incurred by the Owner;
 - c) There are no outstanding work orders and/or orders or requests to comply from any City department or other regulatory authority in respect of the Subject Lands, and the business of the Owner conducted on the Subject Lands;
 - d) The Owner and the Subject Lands are in full compliance with:
 - i) Any Agreement(s) relating to the property in favour of the City, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval, encroachment, joint sewer & water use, easement or other Agreement; and,
 - ii) Bylaws of the City and provincial or federal legislation and regulations.
 - e) There are no unpaid charges against or relating to the Subject Lands in favour of the City, including, but not limited to: development charges, parkland dedication fees, special assessments and local improvement charges; and,

- f) The Owner has not appealed the post-project assessed value and there exists no other pending appeal which has not been settled completely in respect of the post-project assessed value of all of the Subject Lands.

4. PERSONAL STATUS

4.1 The Owner warrants and represents to the City that:

- a) the Owner is a resident of Canada within the meaning of the *Income Tax Act (Canada)* as of the date of this Agreement. In the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the City, and it is agreed the City may then deduct from any or all PTIG payments, such sum(s) as may be required by the Canada Revenue Agency in order to meet the City's obligations as a payor, and the Owner's obligations as payee, under the *Income Tax Act (Canada)* and other applicable laws.
- b) to the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, city or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets; and,
- c) The Owner shall notify the City immediately of any material change in the conditions set out in paragraphs (a)-(b) above.

5. PROVISIONS RELATING TO THE OWNER

- 5.1 The Owner covenants to the City that the building(s) and improvements that are the subject of this Agreement will not be demolished, in whole or in part prior to the advance of all of the PTIG payments.
- 5.2 The Owner shall ensure there are no liens or other claims outstanding in respect of the Subject Lands, including their rehabilitation, all accounts for work and materials which could give rise to any claim for a construction lien against the Subject Lands have been paid; and there is no default by the Owner with respect to any of the terms of this Agreement.
- 5.3 The Owner shall ensure that it is in compliance with the *Construction Lien Act*, including its holdback provisions and is not aware of any potential or unresolved lien claim in respect of the redevelopment.
- 5.4 The Owner covenants to the City that the Owner shall use the Subject Lands in compliance with this Agreement, all City by-laws pertaining to use, and all applicable environmental laws.
- 5.5 The Owner covenants to the City that the Owner will require, as a term of every lease affecting the Subject Lands, that tenants of the Subject Lands comply with all city by-laws pertaining to use, and all applicable environmental laws.
- 5.6 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all City departments during the term of this Agreement.

- 5.7 The Owner covenants to the City that the Owner shall not commit or permit any waste to be dumped or any nuisance upon the Subject Lands or permit any part of the Subject Lands to be used for any dangerous occupation or business or for any noxious or offensive trade.
- 5.8 The Owner covenants to the City that where the ownership of part or all of the Subject Lands ceases for any reason to be in the Owner's name by sale, conveyance, assignment or otherwise, prior to the advance of all of the PTIG, the Owner will notify the City in writing of said change of ownership at least 30 days prior to said change of ownership.
- 5.9 The Owner acknowledges that nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the Subject Lands for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and,
- a) Nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the land with:
 - i) Applicable environmental laws, regulations, policies, standards, permits or approvals; or,
 - ii) Other by-laws and policies of the City.
- 5.10 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, and the City at its sole discretion delays or cancels the PTIG payments, and/or requires repayment of the PTIG payments already made to the Owner, and/or terminates this Agreement, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation, losses, damages or reimbursement of any costs and expenses against the City, and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the City: (a) exercising its rights herein to delay or cancel PTIG payments; (b) requiring repayment of PTIG payments already made to the Owner, and/or (c) terminating this Agreement.
- 5.11 The Owner shall indemnify and save harmless from time to time and at all times, the City and its officials, officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a) The City entering into this Agreement; and
 - b) Any failure by the Owner to fulfil its obligations under this Agreement. This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

6. PROVISIONS RELATING TO THE CITY

- 6.1 The City agrees to provide, subject to the terms of this Agreement, a PTIG grant to the Owner which will be paid no earlier than the PTIG Start Date and ceasing on the earlier of:

- a) sale or conveyance of the Subject Lands;
 - b) Three (3) years following the PTIG Start Date;
 - c) This Agreement expires or is terminated in accordance with its terms; and
 - d) The time when total amount of the PTIG paid out to the Owner equals the total accepted Eligible Costs (as hereinafter defined).
- 6.2 On an annual basis, the City, upon being satisfied that the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, the PTIG Program, shall pay the annual PTIG payment.
- 6.3 If the Owner cannot be reached over a protracted period (more than 2 years), the City will have the option, without notice and at its own discretion, of terminating this Agreement and all future PTIG payments to the Owner.
- 6.4 If in the opinion of the City the property is not maintained in its rehabilitated condition, the City may, at its sole discretion, terminate all future PTIG payments and require repayment of the PTIG payments already provided by the City to the Owner.
- 6.5 The City, its employees and agents are entitled to inspect the Subject Lands at any time during business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the Olde Humberstone CIP.
- 6.6 The City retains the right at all times to delay or cancel PTIG payments, and/or require repayment of PTIG payments already made to the Owner, and/or terminate this Agreement where the City deems that there is non-compliance with this Agreement. In particular, without limiting the generality of the foregoing, the PTIG is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the rehabilitation works and to there being compliance on the part of the Owner with all other requirements contained in this Agreement. When any PTIG payment is required to be repaid by the Owner to the City pursuant to any provision of this Agreement, the Owner will pay interest at a rate of seven percent per annum on the PTIG amount to be repaid, which will accrue from the date the PTIG payment was originally made by the City to the Owner.
- 6.7 Communications from the City to the Owner may be addressed to the Owner at the address of the Owner listed in Section 9 of this Agreement.

7. DEFAULT AND REMEDIES

- 7.1 On the occurrence of default under this Agreement the City shall be entitled to its remedies to enforce this Agreement, including, but not limited to, any one more of the following:
- a) Delaying or cancelling the PTIG payments; and/or,
 - b) Requiring repayment to the City by the Owner of all PTIG payments already made to the Owner; and/or,

c) Terminating the Agreement.

7.2 Default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including, but not limited to, the following:

- a) Non-compliance with any City by-laws, provincial, and/or federal laws and regulations as they relate to the Subject Lands;
- b) Failure to pay and keep in good standing all real property taxes in respect of the Subject Lands;
- c) Any representation or warranty made by the Owner herein is incorrect in any material respect;
- d) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the City;
- e) The Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Subject Lands or interest of the Owner in the Subject Lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- f) This Agreement is forfeited or is terminated by any other provision contained in it.

7.3 The City may at its sole discretion provide the Owner with an opportunity to remedy any default.

8. ADDITIONAL PROVISIONS

8.1 This Agreement shall remain in effect from the date of its execution by the City to the earlier of:

- a) sale or conveyance of the Subject Lands;
- b) Three (3) years following the PTIG Start Date;
- c) This Agreement expires or is terminated in accordance with its terms; and
- d) The time when total amount of the PTIG paid out to the Owner equals the total accepted Eligible Costs.

8.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.

8.3 Schedule "A" attached to this Agreement forms part of the Agreement.

9 NOTICES

- 9.1 Where this Agreement requires notices to be delivered by one party or the other, such notice shall be given in writing and delivered either personally, by e-mail, by fax or by prepaid first call mail by the party wishing to give such notice to the other party at the address noted below:

To the Owner at:

Marc Vaillancourt,
Grandstone Living Inc.
650 Allanburg Rd. Thorold, On. L2V 1A8
Cell: (289) 241-5729
Office: (905) 685-3864
Fax: (905) 685-9975

To the City at:

City of Port Colborne
c/o Charlotte Madden
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Ph: 905-835-2900 ext 106
Fax: 905-835-2939

DRAFT

THIS AGREEMENT shall be binding upon the parties and their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties duly execute this Agreement:

SIGNED, SEALED AND DELIVERED
In the presence of

THE CITY OF PORT COLBORNE

Mayor William C. Steele

Charlotte Madden; Acting City Clerk

WITNESS

Grandstone Living Inc.:
Owner

Schedule "A"

Of an Agreement between the City of Port Colborne and the Owner named in this Agreement.

Name of Registered Property Owner: Marc Vaillancourt

Address of Subject Lands: Vacant Land Neff Street

Roll NO.: 271103003003450

Mailing Address of Property Owner (where different from address of Subject Lands):

E-mail: Marc Vaillancourt <Marc@grandstoneliving.ca>

Legal Description of Subject Lands

PLAN 762 BLK A PT LOT 4 PT; LOT 2 S MAIN

Schedule "B"

Olde Humberstone CIP PTIG Estimates

(1) Cost of approved Eligible Costs	\$1,500,000
(2) Pre-project assessed value (AV):	\$7,300
(3) Pre-project City property taxes	\$71.57
(4) Post-project assessed value (AV):	CT \$1,500,000
(5) Post-project City property taxes	\$14,707.07

Municipal PTIG = Post-project City property Taxes – Pre-project City property taxes

Grant = Post-project City property taxes – Pre-project City property taxes

PTIG CALCULATION SCHEDULE ESTIMATE

	Pre-Development	Project Completion	Tax Increment	% of Tax Increment	Annual Grant
Assessment Value	\$7,300	\$1,500,000	\$1,492,700	100%	100%
Municipal Taxes	\$71.57	\$14,707.07	\$14,635.5	100%	\$14,635.5
		Duration of Grant			3 years
		Total Payment of Grant however subject to any assessment or tax increase during the 3-year period			\$43,906.50

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Indenture with the Regional Municipality of Niagara to transfer ownership of the watermains on Pine Street and Highland Avenue

Whereas at its meeting of April 11, 2023, the Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Public Works Report 2023-68, Subject: Transfer of Ownership of Pine Street and Highland Avenue Watermains, and

Whereas Council is desirous of entering into an Agreement with the Niagara Region; 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 execute the indenture to assume ownership of the Pine Street and Highland Avenue watermains from the Regional Municipality of Niagara;
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 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk

THIS INDENTURE made as of the 5th day of January, 2023

BETWEEN:

The Regional Municipality of Niagara, a municipality formed pursuant to the laws of the Province of Ontario (thereinafter called the “Niagara Region”)

OF THE FIRST PART

- and -

The Corporation of the City of Port Colborne, a municipality formed pursuant to the laws of the Province of Ontario

(hereinafter called the “City”)

OF THE SECOND PART

WHEREAS the Niagara Region is an upper-tier municipality and agreed to construct certain infrastructure intended to be used within and as part of the City operated water infrastructure;

AND WHEREAS construction of the infrastructure is now complete; said infrastructure is operating within the system operated by the City and it is now necessary to document transfer of the specific infrastructure (hereinafter the “Infrastructure Assets”) from Niagara Region to the City;

NOW THIS INDENTURE WITNESSETH that for the good and valuable consideration now paid by the City to the Niagara Region (the receipt and sufficiency of which is hereby acknowledged) the Niagara Region hereby grants, bargains, sells, assigns, transfers, conveys and sets over onto the City, its successors and assigns the Infrastructure Assets more particularly described below:

Transfer ownership of the following watermain infrastructure as constructed by Niagara Region through the Watermain Replacement on Pine Street & Highland Avenue (2017-T-116, RN 17-16) project:

- **300mm DR18 PVC watermain along Pine Street between Fielden Avenue and Elm Street including all associated isolation valves and residential services**
- **150mm DR18 PVC watermain along Highland Avenue between Fielden Avenue and Steele Street including all associated isolation valves and residential services**

But excluding any interest Niagara Region may have in the right of way or other lands containing the Infrastructure Assets.

TO HOLD the said hereby sold, assigned, transferred or conveyed Infrastructure Assets and all right, title and interest of the Niagara Region thereto and therein unto and to the use of the City, its successors and assigns.

AND the Niagara Region doth hereby covenant, promise and agree with the City in the manner following, that is to say:

THAT the Niagara Region is now rightfully and absolutely possessed of and entitled to the said hereby sold, assigned, transferred or conveyed Infrastructure Assets and that the Niagara Region now has in it good right, title and authority to assign the same unto the City, its successors and assigns, according to the true intent and meaning of the presents and the City shall immediately upon the execution and delivery of these presents have possession of and may from time to time and at all times hereafter peaceable and quietly have, hold, possess and enjoy the said hereby sold, assigned, transferred or conveyed undertaking and Infrastructure Assets and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by the Niagara Region or any person whomsoever and with good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature of kind whatsoever.

IN WITNESS WHEREOF this indenture has been executed by the Niagara Region and the City.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____
Name: Todd Harrison, CPA, CMA
Position: Commissioner Corporate Services/Treasurer

Per: _____
Name: Ron Tripp, P. Eng.
Position: Chief Administrative Officer

We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Position:

Per: _____
Name:
Position:
I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Appoint an Acting Chief Building Official and
Deputy Chief Building Officials

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 an Acting
Chief Building Official and a Deputy Chief Building Official; and

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

1. That Dave Hornblow be appointed as Acting Chief Building Official for The
Corporation of the City of Port Colborne in the absence of the Chief Building
Official, effective as of April 3, 2023;
2. That Ben Hopkins and Michael Zimmer be appointed as Deputy Chief
Building Officials for The Corporation of the City of Port Colborne;
3. 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;
4. That this by-law shall be repealed on the date that the appointees cease to
be employees of the City of Port Colborne; and
5. That this by-law shall come into force and take effect on the date of passing.

Enacted and passed this 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a by-law to adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of April 11, 2023

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

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

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Regular Meeting of April 11, 2023 upon which a vote was taken and passed whether a resolution, recommendations, adoption by reference, or other means, is hereby enacted as a by-law of the City to take effect upon the passing hereof; and further
2. That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

Enacted and passed this 11th day of April, 2023.

William C. Steele
Mayor

Charlotte Madden
Acting City Clerk