



PORT COLBORNE

City of Port Colborne Council Meeting Agenda

Date: Tuesday, September 10, 2024
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Pages

1. Call to Order

2. National Anthem

3. Land Acknowledgement

The Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hatiwendaronk, the Haudenosaunee, and the Anishinaabe, including the Mississaugas of the Credit First Nation. There are many First Nations, Métis, and Inuit people from across Turtle Island that live and work in Niagara today. The City of Port Colborne stands with all Indigenous people, past and present, in promoting the wise stewardship of the lands on which we live.

4. Adoption of Agenda

5. Proclamations

6. Disclosures of Interest

7. Approval of Minutes

7.1 Regular Council Meeting - August 27, 2024

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7.2 Council in Closed Session - August 28, 2024

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8. Staff Reports

8.1 2024-127, 174 Mitchell Street – Brownfield CIP Agreement

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8.2 2024-149, Niagara Gateway CIP Application- E-Materials Canada Corporation (Asahi Kasei)

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9. Correspondence Items

- 9.1 City of St. Catharines - Request for Extensions to Niagara Region Incentive Programs 80
- a. Motion Arising from City of St. Catharines resolution regarding a Request for Extensions to Niagara Region Incentive Programs
- That the Council of The Corporation for the City of Port Colborne supports the resolution of the City of St. Catharines requesting the Niagara Region to extend the expiration deadlines for Niagara Region’s Incentive Programs for a period of three years to October 1st, 2027; and further
- That Council requests that Niagara Region extend the expiration deadline for Niagara Region’s Smart Growth Regional Development Charges Reduction Program and the Smarter Niagara Incentive Program Property Rehabilitation and Revitalization Tax Increment Grant for a period of three years to October 1st, 2027, for projects approved by Council under the City’s Community Improvement Plans on or before September 30th, 2024.
- 9.2 City of Brantford - Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement 82
- 9.3 Ministry of Transportation - Proposal to Extend Ontario's E-Scooter Pilot Program - Regulatory Registry Posting 85

10. Presentations

- 10.1 Presentation to Calum High, Recipient of the Isadore Sponder Award
- 10.2 Presentation for Grants to Non-Profit Organizations - 2024 Second Allocation 86

11. Delegations

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

12. Mayor's Report

13. Regional Councillor's Report

14. Staff Remarks

15. Councillors' Remarks

16. Consideration of Items Requiring Separate Discussion

17. Motions

17.1 Councillor Danch - Outdoor Lighting

Whereas there have been situations in residential areas where lighting has been causing a disturbance to neighbours;

Therefore be it resolved that staff be directed to bring forward a report to Council on whether regulating obtrusive outdoor lighting in residential areas is possible.

18. Notice of Motions

19. Minutes of Boards & Committees

20. By-laws

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

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21. Adjournment



City of Port Colborne
Council Meeting Minutes

Date: Tuesday, August 27, 2024
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)

Members Absent: E. Beauregard, Councillor

Staff Present: C. Schofield, 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
J. Beaupre, Deputy Clerk
G. Long, Director of Development and Government Relations
G. Zwiep, Manager of Recreation and Tourism
M. Alcock, Acting Fire Chief
D. Schulz, Senior Planner
D. Landry, Chief Planner

1. Call to Order

Mayor Steele called the meeting to order at 7:02 PM.

2. National Anthem

Everyone stood for the National Anthem.

3. Land Acknowledgement

Councillor Aquilina read the Land Acknowledgement:

The Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hattiwendaronk, the Haudenosaunee, and the Anishinaabe, including the Mississaugas of the Credit First Nation. There are many First Nations, Métis, and Inuit people from across Turtle Island that live and work in Niagara today. The City of Port Colborne stands with all Indigenous people, past and present, in promoting the wise stewardship of the lands on which we live.

4. Proclamations

4.1 Childhood Cancer Awareness Month - September 2024 and Flag Raising, August 30, 2024, Request

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

Resolved that September 2024 is hereby proclaimed as “Childhood Cancer Awareness Month” in the City of Port Colborne.

Carried

5. Adoption of Agenda

Moved by Councillor G. Bruno
Seconded by Councillor D. Elliott

Resolved that the agenda dated August 27, 2024, be confirmed, as amended.

Carried

6. Disclosures of Interest

6.1 Councillor T. Hoyle - Recommendation Report for Draft Plan of Subdivision and Zoning By-law Amendment for VL and 563 Killaly Street East, 2024-153

Live within the City notification zone for the development.

6.2 Councillor T. Hoyle - Grant Allocation Committee Meeting Minutes - July 29, 2024

Recused himself from any discussion, debate, decision and vote regarding the application from The Wave, as I serve on its board.

7. Approval of Minutes

7.1 Regular Meeting of Council - July 23, 2024

7.2 Public Meeting Minutes - August 6, 2024

7.3 Joint Special Council Meeting with Closed Session - August 12, 2024

Moved by Councillor M. Aquilina

Seconded by Councillor M. Bagu

Resolved that the following minutes be approved:

- Regular Meeting of Council - July 23, 2024
- Public Meeting Minutes - August 6, 2024
- Joint Special Council Meeting with Closed Session - August 12, 2024

Carried

8. Staff Reports

Reports 2024-154, 2024-157, 2024-153, 2024-155, and 2024-162 were lifted for separate consideration and were considered under item 16.

8.1 Northland Estates Municipal Drain Report, 2024-161

9. Correspondence Items

9.1 Niagara Peninsula Conservation Authority - Report FA-38-24 Re: Watershed Natural Assets Analysis and Valuation

9.2 Niagara Peninsula Conservation - Report NO. FA-34-24 Re: Integrated Watershed Monitoring and Reporting

9.3 Township of Otonabee-South Monaghan - Re: Regulations for the Importation and Safe Use of Lithium-ion Batteries

9.4 Ontario Forest Industries Association - Re: Immediate action Needed to Support Ontario's Forest Sector

Moved by Councillor F. Danch

Seconded by Councillor T. Hoyle

Resolved that Report 2024-161 be approved; and

1. That items 9.1 - 9.4 be received.

Carried

10. Presentations

There were no presentations.

11. Delegations

There were no delegations.

12. Mayor's Report

The Mayor gave a verbal report where he spoke to the following items:

- Local Paralympian, Emma Van Dyk, will be representing Canada at the Paris Paralympic Games in the 100-metre backstroke event.
- He and Scott Luey, CAO, will be a part of the Niagara Region delegation invited to Japan by Asahi Kasei. They will travel alongside representatives from the Niagara Region Economic Development team, Brock University, and Niagara College. The Port Colborne team will also be going to the Canadian Embassy to meet with staff, and they will meet with the leadership of the Canadian Chamber of Commerce in Tokyo.
- He urged folks to obey the speed limit and slow down with back to school approaching.

13. Regional Councillor's Report

Regional Councillor Davies was not in attendance.

14. Staff Remarks

Scott Luey, CAO, introduced and welcomed the new Deputy Clerk, Jessica Beaupre, to the City of Port Colborne. He also explained that the legal team is reviewing the comments received about the lodging by-law, and they are projecting the by-law to come before Council in October.

Gary Long, Director of Development and Government Relations, stated he was a part of the City's delegation at the AMO Conference in Ottawa.

15. Councillors' Remarks

Councillor Elliot stated he attended the AMO Conference where they met with several Ministers and organizations, including Paul Calendra, Minister of

Municipal Affairs and Housing, Deborah Richardson, Deputy Minister of Health, Amarjot Sandhu, Parliamentary Assistant to the Minister of Infrastructure, the Ontario Medical Association, Stan Cho, Minister of Tourism, Culture and Gaming and Ministry of Sport, and Victor Fedeli, Minister of Economic Development, Job Creation and Trade. They also met with His Excellency Kanji Yamanouchi, Ambassador to the Embassy of Japan in Canada. There is a lot of business coming to the Niagara Region and to the City of Port Colborne.

Councillor Bruno inquired about the 7000 units of development coming to Port Colborne, and if the Planning department could provide Council with an update on where those are progressing. He also inquired to Steve Shypowskyj, Director of Public Works, about the alarm system notifications coming to their cell phones. Lastly, he inquired to Bryan Boles, Director of Corporate Services / Treasurer, about including Sherkston in the short-term rental by-law and having a conversation with owners about how their fee rates could be adjusted.

Councillor Bagu stated he and Councillor Hoyle are on the Environmental Advisory Committee, and that the City will be hosting a tree giveaway on September 14th. There 120 trees still available, and it is one tree per household. The Environmental Advisory Committee is working towards expanding the tree canopy in the City. He also explained that rain barrels are available for sale online through the City's website, and that there is a limit of two per household. He also inquired about communicating with the St. Lawrence Seaway about better signage for bridge closures, as there have been several incidences of closures without adequate signage.

Councillor Aquilina thanked Public Works staff for hosting open house on waterfront road end allowances for residents, and she inquired if the public feedback survey was still open.

16. Consideration of Items Requiring Separate Discussion

16.1 Investment Policy Update, 2024-154

Moved by Councillor G. Bruno

Seconded by Councillor M. Bagu

That Corporate Services Department Report 2024-154 be received; and

That the Investment Policy in Appendix A of Corporate Services Report 2024-154 be approved.

That Staff initiate a process to close the identified trust funds in this report and disburse the related funds directly to the intended purposes or related

community group subject to applicable regulation, legislation, and regulatory agencies.

Carried

16.2 User Fee Update and 2025 Sugarloaf Marina User Fees, 2024-157

Moved by Councillor D. Elliott
Seconded by Councillor T. Hoyle

That Corporate Services Department Report 2024-157 be received; and

That the updated Beach User Fees attached as Appendix A be approved effective October 15, 2024; and

That the 2025 Sugarloaf Marina User Fees attached as Appendix C be approved effective September 1, 2024, to provide for early registration discounts.

Carried

16.3 Recommendation Report for Draft Plan of Subdivision and Zoning By-law Amendment for VL and 563 Killaly Street East, 2024-153

Councillor T. Hoyle declared a conflict on this item.

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

That Development and Government Relations Department – Planning Division Report 2024-153 be received; and

That Council approve the Zoning By-law Amendment attached as Appendix A of Planning Division Report 2024-153.

The Council approve the Draft Plan of Subdivision and associated conditions attached as Appendix B of Planning Division Report 2024-153, and set a lapsing date of August 27, 2027.

Carried

a. Delegation - Kimberly Harrison McMillan on behalf of Design Plan Services Inc. - Applicant

Kimberly Harrison McMillan delegated on behalf of Design Plan Services Inc. and the Applicant for 563 Killaly Street East.

16.4 Licensed Child Care, 2024-155

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

That Corporate Services Department Report 2024-155 be received;

That Council direct staff to jointly apply with the YMCA of Niagara to the Niagara Region for more licensed child care spaces in Port Colborne; and

That, subject to Niagara Region approval for more licensed child care spaces, staff be directed to procure architectural services for a child care centre at the Vale Health and Wellness Centre.

Carried

16.5 Fire Services Committee Recommendation, 2024-162

Moved by Councillor T. Hoyle
Seconded by Councillor M. Bagu

That Chief Administrative Officer Report 2024-162 be received; and

That a Shared Fire Services Management Oversight Committee be created, and the Terms of Reference in Appendix "A" be approved; and

That Councillor Hoyle be appointed to the Shared Fire Services Oversight Committee as the Council representative; and

That Staff be directed to negotiate a Shared Services Agreement for the delivery of fire administration and management services for a term agreeable to both parties; and

That Staff be directed to negotiate and execute employment contracts for the positions of Fire Chief, Deputy Fire Chief of Community Risk Reduction & Administration and recruit a candidate for the position of Deputy Chief of Operations & Training; and

That an annual review of the shared Management team be conducted; and

That a Community Risk Assessment and Master Fire Plan be undertaken by year two of the agreement.

Carried

a. Delegation - Mike Radzikoski

Mike Radzikoski delegated on report 2024-162.

17. Motions

There were no motions to consider.

18. Notice of Motions

Councillor Danch brought forward the following Notice of Motion on Outdoor Lighting:

- That staff be directed to inform Council whether regulating outdoor lighting in residential areas is possible.

19. Minutes of Boards & Committees

19.1 Grant Allocation Committee Meeting Minutes - July 29, 2024

Councillor T. Hoyle declared a conflict on this item.

Moved by Councillor R. Bodner

Seconded by Councillor F. Danch

Resolved that the Grant Allocation Committee Meeting Minutes, dated July 29, 2024, be received.

Carried

19.2 Recommendations Arising from Boards and Committees

a. Grant Allocation Committee - July 29, 2024

Moved by Councillor D. Elliott

Seconded by Councillor M. Aquilina

Resolved that Council approve the following recommendation from the Grant Allocation Committee:

That funding requests be approved for a total of \$24,100 for the second and final allocation of 2024 as follows:

- Big Brothers Big Sisters \$4000
- Community Living Port Colborne Wainfleet \$3000
- Habitat for Humanity \$2500
- Port Cares Reach Out Centre \$5000

- Port Colborne and District Conservation Club \$2600
- Port Colborne Operatic Society \$2000
- Royal Canadian Legion Branch 56 \$3000
- Wave Girls Hockey Association \$2000

Carried

20. By-laws

20.1 Being a By-law to Appoint a Deputy Clerk (Jessica Beaupre) and Repeal By-law No. 7150/92/23 (Diana Vasu)

20.2 Being a by-law to amend Zoning By-law 6575/30/18 respecting the land legally known as Part of Lots 23 and 24 Concession 1, City of Port Colborne, Regional Municipality of Niagara, municipally known as 563 Killaly Street East and vacant land to the south.

The Mayor called a recess at 8:34 PM to reconvene the Council in Closed Session meeting. He reconvened the Regular Council meeting at 9:45 PM.

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

Resolved that items 20.1 to 20.2 be enacted and passed, as presented.

Carried

20.3 By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Special and Regular Meetings

Moved by Councillor T. Hoyle
Seconded by Councillor M. Aquilina

Resolved that item 20.3 be enacted and passed, as presented.

Carried

21. Procedural Motions

There were no procedural motions.

22. Information items

There were no information items.

23. Adjournment

Mayor Steele adjourned the meeting at approximately 9:46 PM.

William C. Steele, Mayor

Carol Schofield, Acting City Clerk



City of Port Colborne
Closed Session Meeting of Council Minutes

Date: Wednesday, August 28, 2024
Time: 6:30 pm
Location: Committee Room 3-City Hall
66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

Members Present: M. Aquilina, Councillor
M. Bagu, Councillor
R. Bodner, Councillor (Exited at 7:27 PM)
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. Schofield, Acting City Clerk
B. Boles, Director of Corporate Services/Treasurer
S. Luey, Chief Administrative Officer
G. Long, Director of Development and Government Relations
J. Beaupre, Deputy Clerk
G. Todd, Executive Assistant to the Mayor and CAO

1. Call to Order

Mayor Steele called the meeting to order at 6:32 PM.

2. Adoption of Agenda

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

Resolved that the Council in Closed Session agenda, dated August 28, 2024, be confirmed.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Confidential Items

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

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

- Confidential Presentation pursuant to the Municipal Act, 2001, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality.

Carried

4.1 Confidential Presentation pursuant to the Municipal Act, 2001, Subsection 239(2)(c)

5. By-law

5.1 By-law to Adopt, Ratify, and Confirm the Proceedings of the Council of the Council of the Corporation of the City of Port Colborne at its Special Meeting

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

Resolved that item 5.1, By-law to Adopt, Ratify, and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Special Meeting, be enacted and passed, as presented.

Carried

6. Adjournment

Mayor Steele adjourned the meeting at approximately 7:38 PM.

William C. Steele, Mayor

Carol Schofield, Acting City Clerk



Subject: 174 Mitchell Street – Brownfield CIP Agreement

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2024-127

Meeting Date: September 10, 2024

Recommendation:

That Chief Administrative Office Report 2024-127 be received; and

That the by-law attached as Appendix B, being a by-law to enter into the Brownfield Community Improvement Plan Tax Assistance Program Agreement with 2866403 Ontario Inc. for 174 Mitchell Street be approved.

That the by-law attached as Appendix B, being a by-law to enter into the Agreement with 2866403 Ontario Inc. for a Tax Increment-Based Grant in the Brownfield Community Improvement Project Area under the Comprehensive Community Improvement Plan (CIP), be approved.

Purpose:

The purpose of this report is to provide Council with a recommendation regarding an application for a Brownfield Tax Assistance Program (TAP) and a Brownfield Tax Increment Grant (TIG) under the Comprehensive CIP submitted by 2866403 Ontario Inc. for 174 Mitchell Street in Port Colborne, as depicted in Appendix A

Background:

Since 2008, Council has adopted and implemented six Community Improvement Plans (CIPs) for various project areas throughout the City. On November 28, 2023, Council approved a new Comprehensive CIP that consolidates all CIPs into one document.

2866403 Ontario Inc. (Ajay Kahoon) has applied for a TAP and TIG in the Brownfield CIPA under the Comprehensive CIP for 174 Mitchell Street. The TAP provides a 5-year tax increase cancellation and the TIG is a 10-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). The applicant also has the option to opt into the Development Charge Grant (DCG) Program which is equal to 100% of the City DC payable. The applicant must be approved for a Brownfield TIG to be eligible. The total amount to be payable between the DCG and TIG will not exceed the approved remediation costs.

A condition of approving the application for tax assistance is that the owner is required to enter into an agreement with the City. The agreement requires that the applicant develop the subject property in accordance with the City's objectives and required information in the CIP Program Guides.

While many of the CIP programs can be approved through the authority delegated to staff, any application for tax assistance must go through Council for approval. The CIP Review Team has met and recommended that this application be brought forward to Council for approval.

Discussion:

The owner of 174 Michell Street has submitted a proposal to rehabilitate and further develop a purpose-built rental apartment building with 12 units. This project is in direct alignment with the City's strategic plan, aiming to increase housing options by introducing new rental housing stock on the City's east side.

Currently, the property generates \$2,561 in property tax to the City and \$1,912 to Niagara Region annually, based on 2024 tax rates. Upon project completion, the anticipated City property tax is estimated to increase to \$7,709, with the Region's taxes expected to be \$5,729 annually.

The TAP is in addition to the TIG and the TIG is capped at the estimated amount of remediation costs. This remediation, which must be eligible costs under the Brownfield CIP are estimated to be \$1,150,000.

New rental housing units on the east aligns with the objectives of the CIP and the City's strategic plan, aiming to enhance housing stock, density, and walkability to local restaurants and shopping.

The agreements are comprehensive, outlining the City's expectations for the owner to meet eligibility requirements for the tax increment grant. Key provisions include:

- The annual grant is based on the actual post-project MPAC assessed value;
- The City must be satisfied, at its discretion, that the owner has completed property improvements in accordance with the proposed plans;

- The City must be satisfied with its review of all documentation submitted to support the actual cost of works incurred by the owner, including third-party review if required by the City at the owner's cost;
 - Payments are repayable by the owner if the City determines that conditions set out in the Application or Agreement have not been met;
 - The grant may be reduced by the amount of any tax arrears on the property; and
 - Specific preconditions for the annual grant must be met to the satisfaction of the City.
-

Internal Consultations:

The application and the agreements have been reviewed by the City's CIP Review Team comprised of staff from Building, Economic Development, and Planning. The TIG calculations were verified by the Finance Department. The CIP agreements are based on template agreements prepared by the City's CIP Consultant and reviewed by the City Solicitor.

Financial Implications:

As per the agreements attached, Schedule B indicates that the amount of the TIG over a 10-year period is estimated to be \$91,867 combined between the City and Region based on 2024 tax rates and the current estimated post-construction assessed value.

As noted above, the property currently generates \$2,561 in annual City property taxes and \$1,912 in Regional property taxes based on 2024 tax rates. Upon completion of the project the new estimated amount of City property tax will be \$7,709 and \$5,729 per year for the Niagara Region. Following the 10-year period, the City will receive the full property tax value.

The total amount of the combined DCG and TIG will not exceed the total estimated amount of remediation, estimated to be up to \$1,150,000.

It is important to note that the property owner is responsible for the upfront costs associated with the redevelopment and is required to cover the increased taxes resulting from the higher assessed value. Additional details are provided in Appendix C.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
 - Increased Housing Options
-

Conclusion:

Staff recommend that Council approve the CIP application by 2866403 Ontario Inc. to assist with the re-development of the property and construction of a 12-unit residential purpose-built rental building at 174 Mitchell Street. If approved, the DCG and TIG would return 100% of the approved remediation costs over 10-years. Following the 10-year period, the City and Region will receive the full property tax value.

As a condition of approval, the owner is required to enter into agreements with the City that outlines obligations of the owner to satisfy the eligibility requirements of the City's CIP programs.

Appendices:

- a. Property Map
- b. By-law and Brownfield CIPA Comprehensive CIP TIG Agreement
- c. Brownfield CIPA Comprehensive CIP TAP Agreement
- d. Brownfield CIPA Comprehensive CIP DCG Agreement
- e. TIG Calculation

Respectfully submitted,

Bram Cotton
Economic Development Officer
(905) 228-8063
Bram.Cotton@portcolborne.ca

Gary Long
Director of Development & Government Relations
(905) 228-8062
Gary.Long@portcolborne.ca

Bryan Boles
Director of Corporate Services/Treasurer
(905) 228-8018
Bryan.Boles@portcolborne.ca




Report Approval:

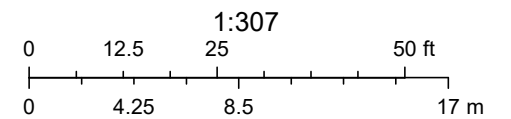
All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

Port Colborne Navigator



2024-08-30, 2:15:32 p.m.

-  Port Colborne Boundary
-  Roads
-  Assessment Parcels



The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with 2866403 Ontario Inc. Regarding the Comprehensive CIP Incentive Programs Brownfield Tax Increment Grant

Whereas at its meeting of September 10th, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report 2024-127, Subject: 174 Mitchell Street – Brownfield CIP Agreement Community Improvement Agreement; and

Whereas Council is desirous of entering into an agreement with 2866403 Ontario Inc., for the purposes of Regarding the Comprehensive CIP Incentive Programs Brownfield Tax Increment 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 2866403 Ontario Inc., for the purposes of the Comprehensive CIP Incentive Programs Brownfield 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.
3. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this 10th day of September, 2024.

William C. Steele
Mayor

Carol Schofield
Acting City Clerk

TAX INCREMENT GRANT AGREEMENT

BY AND BETWEEN:

THE Corporation of the City of Port Colborne (hereinafter referred to as the “City”)

and

2866403 Ontario Inc. (hereinafter referred to as the “Applicant”)

WHEREAS the Applicant is the registered Owner of lands described in Schedule “A” attached to this Agreement (“the subject lands”) which are situated within the Brownfield Community Improvement Project Area/Main Street Community Improvement Project Area/Downtown Community Improvement Project Area/East Waterfront Community Improvement Project Area, and the Applicant has applied to the City for a Tax Increment Grant (“Grant”) and the City has agreed to make such a Grant pursuant to Section 28 of the *Planning Act* and under By-Law No (insert CIP by-law number);

AND WHEREAS as a condition of approval of such a Grant, the Applicant is required by the City to enter into this Agreement;

NOW THEREFORE IN CONSIDERATION of the City making this Grant in the estimated maximum amount of \$ 5269.81 annually for up to ten (10) years to the Applicant, the Applicant and the City hereby agree as follows:

1. INFORMATION ON SUBJECT LANDS

1.1 The Grant shall apply to the subject lands as set out in Schedule A attached.

1.2 The subject lands are/are not designated under the *Ontario Heritage Act*.

2. GRANT ELIGIBILITY

2.1 To be eligible for the Grant, the works on the subject land shall conform to and fulfill:

- a) The objectives and program requirements of the Tax Increment Grant Program and the Port Colborne Comprehensive CIP (“CIP”); and,
- b) Any other requirements as specified by the City.

2.2 The Applicant acknowledges that it has received and read a copy of the: CIP, General Program Requirements, Tax Increment Grant Program Guide (the “Guide”), Urban Design Guidelines (the “Guidelines”), and the Applicant covenants with the City that the subject lands shall be improved and the Grant provided for in this Agreement shall be applied in accordance with the City’s goals, policies, and program requirements as set out in the CIP, General Program Requirements, Guide, and Guidelines.

2.3 The City shall review all cost estimates submitted in support of the Application in evaluating the estimated eligible costs for the Grant program, which costs, when designated by the City shall constitute the maximum eligible cost upon which the total

TAX INCREMENT GRANT AGREEMENT

grant amount will be calculated and paid. In the event the City is not satisfied with said cost estimates, the City may substitute their opinion of such amounts for purposes of calculating the eligible costs for the Grant.

- 2.4 If the City is not in receipt of sufficient information satisfactory to the City to determine eligible costs and the amount of the Grant, the application will not be processed and the application file will be closed. The decision of the City regarding the total amount of eligible costs, and the calculation of the estimated and actual annual grant payment is final, absolute and within the City's sole discretion.

3. GRANT CALCULATION

3.1 Definitions:

"Eligible works" (applies only to a Brownfield Tax Increment Grant) – the works specified in Schedule B attached to this Agreement.

"Eligible costs" (applies only to a Brownfield Tax Increment Grant) – the cost of the eligible works specified in Schedule B attached to this Agreement.

"Pre-project assessed value" – the assessed value of the subject lands as determined by the Municipal Property Assessment Corporation ("MPAC") the day before development works commence.

"Post-project assessed value" – the assessed value of the subject lands as determined by the MPAC when the development is complete.

"City pre-project property taxes" - City of Port Colborne property taxes the day before development works commence.

"Regional pre-project property taxes" – Regional Municipality of Niagara property taxes the day before development works commence.

"Municipal pre-project property taxes" – the total of City and Regional property taxes the day before development works commence.

"City post-project property taxes" - City of Port Colborne property taxes based on the assessed value of the subject lands as determined by the MPAC when the development is complete.

"Regional post-project property taxes" – Regional Municipality of Niagara property taxes based on the assessed value of the subject lands as determined by the MPAC when the development is complete.

"Municipal post-project property taxes" – the total of City and Regional property taxes based on the assessed value of the subject lands as determined by the MPAC when the development is complete.

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3.2 The annual Grant will be equal to a percentage of the increase in the municipal (City and Region) property taxes on the subject lands that result from the development, as follows:

- a) 80% if the project is in the Main Street/Downtown/East Waterfront Community Improvement Project Area;
- b) 100% for all new affordable rental residential units if the project is in the Main Street/Downtown/East Waterfront Community Improvement Project Area, where an “affordable rental residential unit” means a new residential unit intended for use as a rented residential premises where:
 - i) The rent is no greater than 80% of the average market rent based on CMHC data; and,
 - ii) The tenant is dealing at arm’s length with the landlord; and,
 - iii) The rent for the unit is maintained as per b)i) above for a period of 25 years from the date that the unit is first rented;
- c) 100% for a brownfield redevelopment project in the Brownfield Community improvement Project Area (entire Urban Area).

3.3 Grant payments will cease on the earlier of:

- a) The date when the total of all annual Grant payments equals the total eligible costs that have been approved/set by the City; or,
- b) Ten (10) years (equivalent) after the date of completion of development of the subject lands.

3.4 The amount of the annual Grant payment is calculated according to the formulas set out below. Some of the figures set out below are estimates only. The amount of the actual annual Grant payment will be based on the actual post-project assessed value (AV) as determined by the MPAC:

Estimated Cost of Project \$ \$1,000,000

Pre-project AV: \$ 177,000 Date: August 28, 2024

Estimated Post-project AV \$ 750,000

Actual Post-project AV
(provided by MPAC): \$ _____ Date: _____

If the difference between the Pre-project Assessment Value (AV) and the Post-Project Assessment Value (AV) is not at least \$500,000, there will be no grant paid by the City and this Grant Agreement will be terminated.

- a) Municipal Pre-Project Property Taxes

TAX INCREMENT GRANT AGREEMENT

Municipal pre-project property taxes = City pre-project property taxes + Regional pre-project property taxes, where:

City pre-project property taxes = (Pre-project AV x City Tax Rate) + Clawback/-Cap + other charges, and

Regional pre-project property taxes = (Pre-project AV x Regional Tax Rate) + Clawback/-Cap + other charges

Municipal Pre-project property taxes: \$\$2,561 Date: 2024

b) Estimated Municipal Post-Project Property Taxes

Estimated Municipal post-project property taxes = Estimated City post-project property taxes + estimated Regional post-project property taxes, where:

Estimated City post-project property taxes = (Estimated Post-project AV x applicable City Tax Rate), and

Estimated Regional post-project property taxes = (Estimated Post-project AV x applicable Regional Tax Rate)

Estimated Municipal Post-project property taxes: \$ \$7,555

c) Actual Municipal Post-Project Property Taxes

Actual Municipal post-project property taxes = Actual City post-project property taxes + actual Regional post-project property taxes, where:

Actual City post-project property taxes = (Actual Post-project AV x applicable City Tax Rate), and

Actual Regional post-project property taxes = (Actual Post-project AV x applicable Regional Tax Rate)

Actual Municipal Post-project property taxes: \$ _____

Calculation of Estimated Annual Grant

Estimated Annual Grant = (Estimated Municipal Post-project property taxes - Municipal Pre-project property taxes) x 0.80/1.0

Calculation of Actual Annual Grant

Actual Annual Grant = (Actual Municipal Post-project property taxes - Municipal Pre-project property taxes) x 0.80/1.0

TAX INCREMENT GRANT AGREEMENT

- 3.5 The total value of the sum of the annual Grant payments that may be provided under this grant Program shall not exceed the total eligible costs that have been accepted by the City, which costs are estimated, as of the date of this agreement, at \$1,149,000.
- 3.6 Where the actual eligible costs are, in the opinion of the City, less than the estimated eligible costs (\$1,149,000), the maximum permitted amount of the total annual Grant payments shall be reduced.
- 3.7 Where at any time after the original development of the subject lands, new construction is added to the subject lands that is not part of the original Program Application, the Grant payment will be calculated only in respect of the original development contained in the original application, based on the property taxes levied in the last year before revaluation by MPAC as a result of the new construction added to the subject lands.
- 3.8 The annual Grant payment shall be calculated by the City based upon, and provided the City is satisfied in its discretion that:
- a) Development of the subject lands was completed and took place in accordance with the proposed development as specified in the Program Application, supporting documentation, and this Agreement;
 - b) There was and remains during each year of the Grant payment, an increase in net municipal property taxes as a result of an increase in the assessed value attributable to the completion of the development;
 - c) Annual Grant payments after the first Grant payment are adjusted downwards in the event the property tax increase in any subsequent year has been reduced.
- 3.9 The estimated annual Grant calculated as set out above in this Agreement is based on preliminary estimates of post-project assessed value and post-project tax rates. Accordingly, the amount of the Grant payment shall be re-calculated by the City based on actual assessed value as determined by MPAC and actual post-project tax rates prior to payment of the Grant.

4. GRANT PAYMENT

- 4.1 Payment of the grant 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 eligible costs. 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 Applicant.
- 4.2 The Applicant shall not be entitled to a grant unless and until they have 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.

TAX INCREMENT GRANT AGREEMENT

- 4.3 The total sum value of the annual grant payments that may be provided to the Applicant shall not exceed the total eligible costs that have been accepted by the City.
- 4.4 Any and all grant payments that have been provided to the Applicant will become repayable to the City upon notice in writing from the City that one or more of the conditions set out in the application, this Agreement, or the Grant Program have not been met.
- 4.5 The Grant is not payable by the City until such time as additional assessment eligible for a Grant has been added to the assessment roll by the MPAC, all taxes eligible for a Grant have been billed by the City, and taxes have been paid in full for at least one (1) year. The Grant will not be issued if there is an outstanding tax payment on portions of the subject lands owned by the Applicant. If at any time after the execution of this Agreement, property taxes are owing on portions of the subject lands owned by the Applicant for more than one (1) full year, the City will have the option, upon notice to the Applicant, and at its sole discretion, to terminate all future Grant payments.
- 4.6 The Grant is not payable by the City until such time as all assessment appeals relating to the value of the subject lands before the additional assessment or as to the additional assessment have been filed and finally determined.
- 4.7 Annual Grant payments are not payable by the City to the Applicant until the Applicant has satisfied the City that:
- a) The development of the subject lands has been fully completed in accordance with the development as described in the Application;
 - b) The Applicant has supplied the City with the actual amount of the eligible costs incurred by the Applicant
 - 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, the property and the business of the Applicant conducted on the subject lands;
 - d) As of the date of the proposed first Grant payment, the Applicant, its development and the subject lands are in full compliance with:
 - i) Any agreement(s) relating to the subject lands in favour of the City or Region, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval, encroachment, joint sewer & water use, easement or other Agreement; and,
 - ii) By-laws of the City, Region, provincial or federal legislation and their regulations.
 - g) The post-project assessed value of the subject property has increased as a result of the development;
 - h) The Applicant has not appealed the post-project assessed value for the portions of the subject lands owned by the Applicant, and there exists no other pending appeal which has not been finally determined in respect of the post-project assessed value for the portions of the subject lands owned by the Applicant;

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- i) The property taxes for the year during which property taxes were calculated pursuant to the increased post-project assessment and for each of the preceding years for the portions of the subject lands owned by the Applicant, have been paid in full, have not been deferred and there are, at the time of payment of the annual Grant, no instalments of property taxes for the current year remaining to be paid for the portions of the subject lands owned by the Applicant;
 - j) There are no unpaid charges (where applicable) in favour of the City or the Region against the portions of the subject lands owned by the Applicant, including but not limited to: development charges, park land dedication fees, special assessments, building permit fees and local improvement charges.
- 4.8 Provided that all Program and Grant Agreement requirements have been met, each year, the same grant payment will be made to the Applicant or assignee (Brownfield Tax Increment Grant only).
- 4.9 If the Applicant has not assigned the Grant, and an assessment appeal has been made on portions of the subject lands not owned by the Applicant, or property taxes are owing on portions of the subject lands not owned by the Applicant, Grant payments will be made, but they will be pro-rated, i.e., the portion of the Grant payment that is subject to an assessment appeal, or where property taxes are owing, will be paid to the Applicant once the assessment appeal has been resolved and/or property taxes have been collected in full.

5. CORPORATE STATUS

- 5.1 The Applicant represents to the City that:
- a) The Applicant has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;
 - b) The Applicant has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
 - c) The Applicant is a resident of Canada as of the date of this Agreement and that in the event the Applicant ceases to be a resident of Canada, the Applicant shall immediately notify the City, and it is agreed, the City may deduct for any or all annual Grant payments, such sum(s) as may be required by the Canada Customs and Revenue Agency in order to meet the City's obligations as a payor and the Applicant's obligations under the *Income Tax Act (Canada)* and other applicable laws;
 - d) To the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Applicant in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Applicant or title to the subject lands or assets;

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- e) The Applicant shall notify the City immediately of any material change in the conditions set out in paragraphs (a)-(d) above.

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6. PROVISIONS RELATING TO THE APPLICANT

- 6.1 At the time of application for the Program, the Applicant shall have submitted to the City for its review and acceptance, the Applicant's plans for the development and supporting documentation, including the Applicant's proposed residential and non-residential uses for the property.
- 6.2 The Applicant shall notify the City if the Applicant has applied for, been approved for, or has received project funding from any other levels of government or government funded agencies, e.g., Region, Provincial, Federal, Canada Mortgage and Housing Corporation, Federation of Canadian Municipalities, etc...). The Applicant will notify the City immediately upon receiving any and all project funding from other levels of government even if said funding is received after the execution of this agreement.
- 6.3 At the time the Applicant signs this Agreement, the Applicant will provide the City with a certified true copy of a resolution of the Board of Directors of the Applicant (certified by an officer of the corporation) that authorizes the Applicant to enter into this Agreement with the City.
- 6.4 The Applicant agrees that it shall not commence any eligible works that are the subject of a Grant Application prior to receiving approval of the Grant Application from the City, execution of this Agreement, and issuance of a building permit (if required).
- 6.5 The Applicant will complete all eligible works as specified in the approved Grant application, and in documentation submitted in support of the Grant application, including but not limited to: all required planning approvals, the architectural/design drawings, specifications, contracts and cost estimates. As the City is relying upon this information, if the information in this Agreement, the associated application, and/or any supporting documentation submitted to the City is, in the opinion of the City, incomplete, false, inaccurate or misleading, the Grant may be reduced and/or delayed, and/or cancelled, and where part or all of the Grant has already been paid by the City, such payments shall be repaid by the Applicant as required by the City.
- 6.6 The Applicant agrees that the development shall be constructed in compliance with all required Building Permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 6.7 The Applicant agrees that it shall commence construction of the development as described in the associated Tax Increment Grant (TIG) Program Application (building permit issued) within four (4) years and complete construction of the development within seven (7) years of the execution of this Agreement, failing which, unless extended by the City, this Grant approval shall be at an end, there shall be no Grant, and this Agreement shall be terminated. The deadline imposed by this paragraph shall not include delays that are outside the control of the Applicant. The City's decision as to when such project is commenced and completed is final and absolute.
- 6.9 Upon request, the Applicant shall supply to the satisfaction of the City prior to issuance of any and all Grant payments, environmental reports and documentation showing that the subject lands have been remediated to the appropriate levels for the proposed use. This includes, where required by the City, proof of acknowledgement of a signed Record of

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- Site Condition (RSC) by the Ministry of Environment, Conservation and Parks (MOECP) for the subject lands.
- 6.10 The Applicant agrees and covenants to the City that if the building(s) and improvements that are the subject of this Agreement are demolished, in whole or in part, or any of the heritage features of the property are altered in any way that would compromise the reasons for designation, prior to the expiration of the term of this Agreement, all subsequent Grant payments shall cease, and all Grant payments already paid by the City to the Applicant shall be repaid to the City.
- 6.11 Upon completion of the project, the Applicant shall provide the City with documentation satisfactory to the City as to the amount of the actual eligible costs incurred by the Applicant and the City shall, in its discretion designate this cost as the total maximum amount of the Grant.
- 6.12 The Applicant will provide to the City, upon request, a status report signed by the Applicant to confirm the status and completion of the approved development; a detailed progress report of the status of the development, including, but not limited to, the development schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Applicants on any contract.
- 6.13 The Applicant shall ensure there are no liens or other claims outstanding in respect of the subject lands, including its development, and all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid.
- 6.14 The Applicant shall ensure that the Applicant 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.
- 6.15 The Applicant agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all City departments prior to or as a condition of Grant approval.
- 6.16 The Applicant covenants to the City that where the ownership of part or all of the subject lands ceases for any reason to be in the Applicant's name by sale, assignment or otherwise, prior to the advance of all of the Grant payments, the Applicant will notify the City in writing of said pending ownership change at least 45 days prior to the ownership change taking place.
- 6.16 With the exception of an approved Brownfield Tax Increment Grant, the Applicant acknowledges that it may not assign its interest in this Agreement nor the grant payments to an assignee or new owner.
- 6.17 For an approved Brownfield Tax Increment Grant only, the Applicant acknowledges that it may not assign its interest in this Agreement nor the remaining grant payments to an assignee or new owner without the express written consent of the City. The City, entirely at its own discretion and to its satisfaction, prior to assignment of the Applicant's interest in this Agreement and/or the remaining grant payments to an assignee or new owner, agrees that such consent shall not be unreasonably withheld, subject to:

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- a) The assignee/new owner agreeing in writing to be bound by all of the Applicant's obligations and maintenance conditions under this Agreement that have not been fulfilled;
 - b) The assignee/new owner agreeing in writing to be bound by any new conditions and requirements imposed by the City to address any project deficiencies; and,
 - c) The Applicant and new owner executing such written consent, agreement or other documentation as required by the City and providing said executed documentation to the City.
- 6.18 The Applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering Grant cheques.
- 6.19 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- a) The onus and responsibility is upon the Applicant at all times to assume all costs of rehabilitation of the subject lands and to apply for and obtain, at the Applicant's expense, all approvals required from the City, the Region, and all other agencies for the rehabilitation of the subject lands, including but not limited to: all Official Plan amendments, Zoning By-law amendments, minor variances, and Site Plan approval;
 - b) Nothing in this Agreement limits or fetters the City or the Region in exercising its statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law and that in the event the City or Region decides to deny or oppose or appeal any such decision, that such action by the City or Region is not in any manner limited by reason of the City entering into this Agreement;
 - c) The Applicant releases the City from any liability in respect of the City's reviews, decisions, inspections or absence of inspections regarding this rehabilitation and the Applicant agrees that it is its responsibility at all times to prepare and implement its rehabilitation as would a careful and prudent land owner;
 - d) Nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the land for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and,
 - e) 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: (1) applicable environmental laws, regulations, policies, standards, permits or approvals, or, (2) other by-laws and policies of the City.
- 6.20 The Applicant agrees that if after it has received a Grant payment(s) from the City, it or any new owner successfully appeals the post-project assessed value on which that Grant payment(s) is based, and as a result, there is a retroactive decrease in the assessed value, the City may deduct the amount of any resulting Grant overpayment from future Grant payments and/or add any Grant overpayment to municipal property taxes payable on the property.

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6.21 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the City may at its sole discretion cease or delay the Grant payments, and/or require repayment Grant payments already made to the Applicant, and/or terminate this Agreement, and the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the City is exercising its rights herein to cease, delay, require repayment of a Grant payment or terminate this Agreement.

6.22 The Applicant shall indemnify and save harmless from time to time and at all times, the City, its 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 Applicant 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, or satisfactory completion of the eligible works approved under this Agreement.

6.23 The Applicant is bound by this Agreement, unless, prior to the Applicant receiving the Initial Grant payment, the Applicant gives notice in writing to the City, that the Applicant has decided not to accept the Grant contemplated by this Agreement, in which case, the Agreement is terminated.

7. PROVISIONS RELATING TO THE CITY

7.1 The City agrees to provide a Grant to the Applicant to be paid out over a maximum of 10 years, to be used towards the eligible costs on the subject lands, subject to and in accordance with the terms and conditions set out in this Agreement, provided that the total of such Grants shall not exceed the total actual eligible costs accepted and designated by the City, estimated as of the date of this agreement, in the amount of \$ 1,149,000.

7.2 Upon revaluation of the subject lands by MPAC, the City shall calculate the actual post-project City property taxes and the actual annual Grant.

7.3 On an annual basis, the City, upon being satisfied that the Applicant is in compliance with this Agreement and has met all and any other requirements of the City, shall pay the annual Grant payment.

7.4 The City reserves the right to require a third party review or independent audit, at the Applicant's expense, of all documentation submitted in support of the Application or during the administration of the initial or subsequent annual Grant payments, including, but not limited to:

- a) Estimated and actual eligible costs; and,
- b) Environmental reports and documentation.

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- 7.5 The City, its employees and agents are entitled to inspect the subject lands and all fixtures and improvements upon the subject lands at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.
- 7.6 If the Applicant 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 all future Grant payments to the Applicant.
- 7.7 If in the opinion of the City the subject lands are not maintained in their rehabilitated condition, the City may at its own discretion, terminate all future Grant payments and require repayment of all Grant payments already paid out by the City to the Applicant.
- 7.8 The City retains the right at all times not to make any or all Grant payments or to delay payment where the City deems that there is non-compliance by the Applicant with this Agreement. In particular, without limiting the generality of the foregoing, the Grant is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the rehabilitation and condition of the subject lands, and to there being compliance on the part of the Applicant with all requirements contained in this Agreement.
- 7.9 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.

8. DEFAULT AND REMEDIES

- 8.1 On the occurrence of default under this Agreement, the City shall be entitled to its remedies to enforce the terms of this Agreement, including:
- a) Delaying or ceasing payment of the Grant;
 - b) Requiring repayment of the Grant; and/or
 - c) Terminating this Agreement.
- 8.2 Default shall be deemed to occur upon any default of the Applicant or assignee in complying with the terms set out in this Agreement, including but not limited to the following:
- a) The as constructed works do not comply with the description of the works as provided in the Application Form and supporting plans and documents;
 - b) Deficiencies in the as constructed works during the term of this Agreement;
 - c) The works are not undertaken in conformity with the Ontario Building Code and all applicable zoning requirements and planning approvals;

TAX INCREMENT GRANT AGREEMENT

- d) The Applicant sells, transfers or otherwise disposes of the property without advising the City;
- e) The building for which a Grant was provided is demolished or designated heritage features of that building are altered during the term of the Grant;
- f) The building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
- g) The Applicant is in property tax arrears with respect to the property for more than one (1) year;
- h) Any representation or warranty made by the Applicant is incorrect in any material respect;
- i) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the City;
- j) The Applicant 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 Applicant, or if the Applicant 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 Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- k) Construction ceases for a period of 60 days due to the Applicant's default (strikes and Acts of God excepted) and/or the Applicant abandons the property or project;
- l) The Applicant is in default of the terms and conditions of the construction financing secured by the first mortgage;
- m) This Agreement is forfeited or is terminated by any other provision contained in it.

8.3 The City may, at its sole discretion, provide the Applicant with an opportunity to remedy any default.

9. ADDITIONAL PROVISIONS

9.1 This Agreement shall remain in effect from the date of its execution to the earlier of:

- a) The Applicant informing the City in writing prior to the initial Grant payment, that the Applicant has decided not to accept the Grant;
- b) The City informs the Applicant in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is at an end;

TAX INCREMENT GRANT AGREEMENT

- c) The total amount of the Grant paid out to the Applicant equals total eligible;
 - d) Ten (10) years from the date of completion of the development.
- 9.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.
- 9.3 Schedules "A" and "B" attached to this Agreement forms part of this Agreement.

10. NOTICES

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

Such notice shall be deemed to have been given:

- a) In the case of personal delivery, on the date of delivery;
- b) In the case of e-mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the *Interpretation Act*, failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and,
- c) In the case of registered post, on the third day, which is not a holiday, following posting.

Notice shall be given:

To the Applicant at:

2866403 Ontario Inc.
14-30 Eglinton Ave W. Suite 282
Mississauga, ON
L5R 0C1
ajaypalkahlon@gmail.com

To the City at:

City of Port Colborne
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Attention: Bram Cotton, Economic Development Officer
Ph: 905-835-2900 ext 504
Fax: 905-835-2939
Email: cipapplication@portcolborne.ca

TAX INCREMENT GRANT AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement all as of the day and year first written above, and the parties hereto have hereunto affixed their corporate seals duly witnessed and attested by the hands of the proper signing officers in that behalf, and said signing officers certify that they have authority to bind their corporation.

Signed for and on behalf of Ajay Kahlon by:

Per: _____
Name:
Title: Authorized Signing Officer
Date

Per: _____
Name:
Title: Authorized Signing Officer

Signed for and on behalf of The Corporation of the City of Port Colborne by:

Per: _____
Name:
Title: Mayor
Date:

Per: _____
Name
Title: Acting City Clerk

TAX INCREMENT GRANT AGREEMENT

SCHEDULE "A"

of a Grant Agreement between the City and the Applicant named in this Agreement.

Legal Description of Applicant's land

PT LT 15 W/S Mitchell St. PL 849 Port Colborne; PT LT 16 W/S
Mitchell St. PL 849 Port Colborne AS IN RO333695; S/T RO 333698; Port Colborne

TAX INCREMENT GRANT AGREEMENT

SCHEDULE "B"

of a Grant Agreement between the City and the Applicant named in this Agreement.

Eligible Works for the Brownfield Tax Increment Grant

ESA - \$16,737.16
Environmental Remediation including cost of preparing RSC and CPU - \$74,388
Placing and compacting and grading of clean fill to replace contaminating soils/fill disposing of
off-site -\$23,775
Remedial site plan - \$33,474.32
Environmental Insurance Premiums -\$1,000
h. Building rehab and retrofits and i. Upgrading on-site infrastructure \$1,000,000
Total - \$1,149,374.16

TAX INCREMENT GRANT AGREEMENT

- i) a Phase II ESA, Designated Substances and Hazardous Materials Survey, Remedial Work Plan, Risk Assessment /Risk Management Plan, not disbursed by the Environmental Site Assessment (ESA) Grant Program or the Brownfield Tax Assistance Program (TAP);
- ii) environmental remediation, including the costs of preparing a Record of Site Condition (RSC), not disbursed by the Brownfield TAP;
- iii) placing, compacting and grading of clean fill required to replace contaminated soils/fill disposed of off-site not disbursed by the Brownfield TAP;
- iv) installing, monitoring, maintaining and operating environmental and/or engineering controls/works, as specified in the Remedial Work Plan and/or Risk Assessment and/or CPU, not disbursed by the Brownfield TAP;
- v) testing of on-site excess soils for potential reuse, but shall not include the excavation, management, transportation or disposal of such soil, except where the soil is found to be contaminated;
- vi) environmental insurance premiums not disbursed by the Brownfield TAP;
- vii) demolishing buildings (excluding permit fees);
- viii) building rehabilitation and retrofit works (excluding permit fees); and,
- ix) upgrading on-site infrastructure including water services, sanitary sewers and stormwater management facilities.

The total value of the grant provided under the Brownfield TIG Program shall not exceed the total cost of the eligible works specified in i) to ix) above.

Brownfield Tax Assistance Agreement

THIS AGREEMENT made this day of , 2024.

BY AND BETWEEN:

THE Corporation of the City of Port Colborne (hereinafter referred to as the “City”)

and

2866403 Ontario Inc. (hereinafter referred to as the “Applicant”)

WHEREAS the Applicant is the registered owner of lands described in Schedule “A” attached to this Agreement (“the subject lands”) which are situated within the Brownfield Community Improvement Project Area, and the Applicant has applied to the City for Brownfield Tax Assistance (“tax assistance”) and the City has agreed to provide tax assistance pursuant to Section 28 of the *Planning Act*, Section 365.1 of the *Municipal Act, 2001*, and under By-Law No (insert CIP by-law number) and By-law No (insert Brownfield Tax Assistance by-law number);

AND WHERES as a condition of approval of such tax assistance, the Applicant is required by the City to enter into this Agreement;

NOW THEREFORE IN CONSIDERATION of the City providing tax assistance in the estimated maximum amount of \$ TBD to the Applicant, the Applicant and the City hereby agree:

1. INFORMATION ON SUBJECT LANDS

1.1 The tax assistance shall apply to the subject lands as set out in Schedule A attached.

1.2 The subject lands are/are not designated under the *Ontario Heritage Act*.

2. TAX ASSISTANCE ELIGIBILITY

2.1 To be eligible for the tax assistance, the remediation/risk management and rehabilitation/redevelopment/construction works on the subject lands (hereinafter referred to as the “works”), shall conform to and fulfill:

a) The objectives and program requirements of the Brownfield Tax Assistance Program and the Port Colborne Comprehensive Community Improvement Plan (“CIP”); and,

b) Any other requirements as specified by the City.

2.2 The Applicant acknowledges that it has received and read a copy of the: CIP, General Program Requirements, Brownfield Tax Assistance Program Guide (the “Guide”) and the Urban Design Guidelines (the “Guidelines”), and the Applicant covenants with the City that the subject lands shall be remediated/risk assessed/risk managed and developed in accordance with the City’s goals, policies, and program requirements as set out in the CIP, General Program Requirements, Guide, and Guidelines.

Brownfield Tax Assistance Agreement

- 2.3 The City shall review all cost estimates and documentation submitted in support of the Application in evaluating the estimated costs eligible for tax assistance, which costs, when designated by the City shall constitute the maximum costs eligible for tax assistance. In the event the City is not satisfied with said cost estimates, the City may substitute their opinion of such amounts for purposes of calculating the eligible costs for tax assistance.
- 2.4 If the City is not in receipt of sufficient information satisfactory to the City to determine eligible costs and the amount of tax assistance, there shall be no tax assistance. The decision of the City regarding the total amount of eligible costs, the calculation of the total estimated tax assistance, and the calculation of the actual tax assistance is final, absolute and within the City's sole discretion.

3. TAX ASSISTANCE CALCULATION AND PAYMENT

3.1 Definitions:

"Eligible works" – the works specified in Schedule B attached to this Agreement.

"Eligible costs" – the cost of the eligible works specified in Schedule B attached to this Agreement.

- 3.2 The annual tax assistance will be calculated as the difference between property taxes on the subject lands at the time of passing of the Tax Assistance By-law and property taxes that would have been collected on the subject lands during remediation/risk management and after development had property taxes not been frozen.
- 3.3 City and school property tax assistance (subject to approval by the Province of Ontario) will commence on the date specified in the By-law which approves tax assistance for the subject lands and tax assistance will cease on the earlier of:
- a) The point in time when the total tax assistance provided equals total eligible Tax Assistance Program costs that have been approved by the City;
 - b) Severance, sale, or conveyance of the subject lands;
 - c) The date of registration of a final plan of subdivision; or,
 - d) Five (5) years from the date that tax assistance begins.
- 3.4 The property taxes that have been cancelled will remain on the property tax roll of the property until the proposed brownfield redevelopment project has been completed, at which time the property taxes that have been cancelled will be removed from the property tax roll.
- 3.5 Tax assistance will not be provided if at any time after the execution of this Agreement, property taxes are owing on a property for more than one (1) full year, the City will have the option, at its sole discretion, to terminate this Agreement and all tax assistance.
- 3.6 Where at any time after the original development of the subject lands, new construction is added to the subject lands that is not part of the original application, the tax assistance

Brownfield Tax Assistance Agreement

will be calculated only in respect of the original development contained in the original application.

- 3.7 The annual tax assistance shall be calculated by the City based upon, and provided the City is satisfied in its discretion that development of the subject lands took place in accordance with the proposed works as specified in the application, accompanying documentation, and this Agreement;
- 3.8 Payment of the tax assistance 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 works. 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 Applicant.
- 3.9 The Applicant shall not be entitled to tax assistance unless and until they have 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.
- 3.10 The total value of the tax assistance that may be provided to the Applicant shall not exceed the total eligible Brownfield Tax Assistance Program costs that have been approved by the City.
- 3.11 The tax assistance that has been provided to the Applicant will become re-payable (including interest) 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 Brownfield Tax Assistance Program have not been met.
- 3.12 Tax Assistance is not payable by the City until the Applicant has satisfied the City that:
 - a) The remediation/risk assessment/risk management of the subject lands has been completed in accordance with the eligible works as described in the application;
 - b) The Applicant has supplied the City with all invoices for the actual amount of the eligible Tax Assistance costs incurred by the Applicant, and verification that all contractors and consultants who performed said eligible work have been paid in full;
 - 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 Applicant conducted on the subject lands;
 - d) The Applicant 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.

Brownfield Tax Assistance Agreement

- e) There are no unpaid charges where applicable against 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 Applicant 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.

4. CORPORATE STATUS

4.1 The Applicant represents to the City that:

- a) The Applicant has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;
- b) The Applicant has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
- c) To the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Applicant or the subject lands in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Applicant and title to the subject lands; and,
- d) The Applicant shall notify the City immediately of any material change in the conditions set out in paragraphs a) through c) above.

5. PROVISIONS RELATING TO THE APPLICANT

- 5.1 The Applicant shall notify the City if the Applicant has applied for, been approved for, or has received project funding from any other levels of government or government funded agencies, e.g., Federal, Provincial, Municipal, CMHC, Federation of Canadian Municipalities, etc...). The Applicant will notify the City immediately upon receiving any and all project funding from other levels of government even if said funding is received after the execution of this agreement.
- 5.2 At the time the Applicant signs this Agreement, the Applicant will provide the City with a certified true copy of a resolution of the Board of Directors of the Applicant (certified by an officer of the corporation) that authorizes the Applicant to enter into this Agreement with the City.
- 5.3 The Applicant agrees that it shall not commence any works that are the subject of a Brownfield Tax Assistance application prior to receiving approval of the Application from the City, execution of this Agreement, and issuance of a building permit (if required).

Brownfield Tax Assistance Agreement

- 5.4 The Applicant shall supply to the satisfaction of the City prior to the issuance of any tax assistance, all requested environmental reports and documentation on the subject lands.

Brownfield Tax Assistance Agreement

- 5.5 Once the environmental remediation/risk management works are complete, and prior to the issuance of any tax assistance, the Applicant shall file a Record of Site Condition (RSC) in the Environmental Site Registry under Section 168.4 of the *Environmental Protection Act* and provide the City with a copy of this RSC, and the Applicant will provide the City with proof of acknowledgement of a signed RSC by the Ministry of Environment, Conservation and Parks (MECP). The RSC shall demonstrate that the approved use of the subject lands is appropriate and consistent with the proposed use of the subject lands as stated in the Application.
- 5.6 The Applicant will complete all eligible works as specified in the approved Tax Assistance application, and in documentation submitted in support of the Tax Assistance application, including but not limited to: all required planning approvals, the architectural/design drawings, specifications, contracts, and cost estimates. As the City is relying upon this information, if the information in this Agreement, the associated application, and/or any supporting documentation submitted to the City is, in the opinion of the City, incomplete, false, inaccurate or misleading, the tax assistance may be reduced and/or delayed, and/or cancelled, and where part or all of the tax assistance has already been paid by the City, such payments shall be repaid by the Applicant (including interest) as required by the City.
- 5.7 The Applicant agrees that the works made to the subject lands and buildings thereupon shall be made in compliance with all required building permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 5.8 The Applicant agrees that it shall commence all remediation/risk assessment/risk management works as described in the application within one (1) year of the execution of this Agreement, failing which, unless extended by the City, the Brownfield Tax Assistance approval shall be at an end, there shall be no tax assistance, and this Tax Assistance Agreement shall be terminated. The deadline imposed by this paragraph shall not include delays that are outside the control of the Applicant. The City's decision as to when such project is commenced and completed is final and absolute.
- 5.9 The Applicant agrees that it shall commence construction of the development as described in the associated Tax Increment Grant (TIG) Program Application (building permit issued) within four (4) years and complete construction of the development within seven (7) years of the execution of this Agreement, failing which, unless extended by the City, this Brownfield Tax Assistance approval shall be at an end, there shall be no Tax Assistance, and this Agreement shall be terminated. The deadline imposed by this paragraph shall not include delays that are outside the control of the Applicant. The City's decision as to when such project is commenced and completed is final and absolute.
- 5.10 Upon completion of the remediation/risk management works, the Applicant shall provide the City with documentation satisfactory to the City as to the amount of the actual eligible Brownfield Tax Assistance Program costs actually incurred by the Applicant, and the City shall, in its sole discretion designate the approved total tax assistance available.
- 5.11 The Applicant will provide to the City, upon request, a remediation/risk management status report signed by a qualified person to confirm the status and completion of the approved eligible works, including but not limited to: the remediation/risk management

Brownfield Tax Assistance Agreement

schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Applicants on any contract.

- 5.12 The Applicant shall ensure there are no liens or other claims outstanding in respect of the subject lands at any time for non-payment of any actual eligible Tax Assistance Program costs, and that all accounts for work and materials which could give rise to any such claim for a construction lien against the subject lands have been paid.
- 5.13 The Applicant shall ensure that the Applicant 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 subject lands at any time for non-payment of any actual eligible Tax Assistance Program costs.
- 5.14 The Applicant covenants to the City that the Applicant shall use the subject lands in compliance with this Agreement, all municipal by-laws pertaining to use, and all applicable environmental laws.
- 5.15 The Applicant 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.
- 5.16 The Applicant covenants to the City that the subject lands shall be maintained in their remediated/risk managed condition and not re-contaminated during the term of this Agreement.
- 5.17 The Applicant covenants to the City that the Applicant 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.
- 5.18 The Applicant covenants to the City that where the ownership of part or all of the subject lands ceases for any reason to be in the Applicant's name by sale, conveyance, assignment or otherwise, prior to the advance of all of the tax assistance, the Applicant will notify the City in writing of said change of ownership at least 45 days prior to the change of ownership taking place.
- 5.19 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
 - a) the onus and responsibility is upon the Applicant at all times to assume all costs of development of the subject lands and to apply for and obtain, at the Applicant's expense, all approvals required from the City and all other agencies for the development of the subject property, including but not limited to all Official Plan Amendments, Zoning By-law amendments, minor variances, and site plan approval;
 - b) Nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law, and that in the event the City decides to deny or oppose or appeal any such

Brownfield Tax Assistance Agreement

decision, that such action by the City is not in any manner limited by reason of the City entering into this Agreement;

- c) The Applicant releases the City from any liability in respect of the City's reviews, decisions, inspections or absence of inspections regarding the works that are subject of this Agreement;
- d) Nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the land for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and,
- e) 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: applicable environmental laws, regulations, policies, standards, permits or approvals; or, other by-laws and policies of the City.

5.20 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 tax assistance, and/or requires repayment of tax assistance already made to the Applicant, and/or terminates this Agreement, the Applicant agrees that notwithstanding any costs or expenses incurred by the Applicant, the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the City exercising its rights herein to delay or cancel tax assistance and/or require repayment of tax assistance already made to the Applicant, and/or terminate this Agreement.

5.21 The Applicant 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 Applicant to fulfil its obligations under this Agreement.

5.22 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, or satisfactory completion of the works approved under this Agreement

6. PROVISIONS RELATING TO THE CITY

6.1 The City agrees to provide tax assistance to the Applicant, with said tax assistance to commence when the tax assistance by-law is passed, and said tax assistance will cease on the earlier of:

- a) The point in time when the total tax assistance provided equals total eligible Tax Assistance Program costs that have been accepted by the City;

Brownfield Tax Assistance Agreement

- b) Sale, conveyance, or severance of the subject lands;
 - c) The date of registration of a final plan of subdivision; or,
 - d) Five (5) years from the date that tax assistance by-law is passed.
- 6.2 The City reserves the right to require a third party review or independent audit, at the Applicant's expense, of all documentation submitted in support of the Application or during the administration of the Tax Assistance, including but not limited to estimated and actual eligible costs.
- 6.3 If in the opinion of the City, the property is recontaminated and/or not maintained in its remediated/risk managed condition, the City may, at its sole discretion, terminate tax assistance and require repayment of the tax assistance already provided by the City to the Applicant.
- 6.4 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 provisions of this Agreement.
- 6.4 The City retains the right at all times to delay or cancel tax assistance, and/or require repayment of tax assistance already made to the Applicant, 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 tax assistance is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the remediation/risk management works and to there being compliance on the part of the Applicant with all other requirements contained in this Agreement.
- 6.5 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.

7. DEFAULT AND REMEDIES

- 7.1 The Applicant agrees to maintain the subject lands in their remediated/risk managed state. In the event that the Applicant does not maintain the subject lands in their remediated/risk managed state, the City may:
- a) Serve on the Applicant a written Notice to Remediate detailing the particulars of the failure and the particulars of needed remediation and/or reinstatement of risk management measures; and,
 - b) Provide the Applicant with at least 30 days to make such repairs.
- 7.2 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:
- a) Delaying or cancelling tax assistance; and/or,

Brownfield Tax Assistance Agreement

- b) Requiring repayment to the City by the Applicant of all tax assistance already made to the Applicant; and/or,
- c) Terminating the Agreement.

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

- a) The Applicant causes, knowingly permits or allows in an acquiescent manner, the subject lands to become contaminated;
- b) The remediation works and/or risk management measures and works do not comply with the description of the works as provided in the Application Form and Supporting Documents;
- c) Deficiencies in the as constructed works;
- d) The works are not undertaken in conformity with the Ontario Building Code and all applicable zoning requirements and planning approvals;
- e) The building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
- f) The Applicant is in property tax arrears with respect to the subject lands for more than one 90 days.
- g) Any representation or warranty made by the Applicant is incorrect in any material respect;
- h) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the City;
- i) The Applicant 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 Applicant, or if the Applicant 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 Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- j) Construction ceases for a period of more than 60 days due to the Applicant's default (strikes and Acts of God excepted) and/or the Applicant abandons the property or project;
- k) If this Agreement is forfeited or is terminated by any other provision contained in it.

Brownfield Tax Assistance Agreement

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

8. ADDITIONAL PROVISIONS

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

8.2 Schedule "A" attached to this Agreement forms part of this Agreement.

9. NOTICES

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

Such notice shall be deemed to have been given:

- a) In the case of personal delivery, on the date of delivery;
- b) In the case of e-mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the Interpretation Act, failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and,
- c) In the case of registered post, on the third day, which is not a holiday, following posting.

Notice shall be given:

To the Applicant at:

2866403 Ontario Inc.
14-30 Eglinton Ave W. Suite 282
Mississauga, ON
L5R 0C1
ajaypalkahlon@gmail.com

To the City at:

City of Port Colborne
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Attention: Bram Cotton, Economic Development Officer
Ph: 905-835-2900 ext 504
Fax: 905-835-2939
Email: cipapplication@portcolborne.ca

Brownfield Tax Assistance Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement all as of the day and year first written above, and the parties hereto have hereunto affixed their corporate seals duly witnessed and attested by the hands of the proper signing officers in that behalf, and said signing officers certify that they have authority to bind their corporation.

Signed for and on behalf of Ajay Kahlon by:

Per: _____
Name:
Title: Authorized Signing Officer
Date:

Per: _____
Name:
Title: Authorized Signing Officer

Signed for and on behalf of The Corporation of the City of Port Colborne by:

Per: _____
Name:
Title: Mayor
Date:

Per: _____
Name
Title: Acting City Clerk

Brownfield Tax Assistance Agreement

SCHEDULE "A"

of a Grant Agreement between the City and the Applicant named in this Agreement.

Legal Description of land

PT LT 15 W/S Mitchell St. PL 849 Port Colborne; PT LT 16 W/S
Mitchell St. PL 849 Port Colborne AS IN RO333695; S/T RO 333698; Port Colborne

Brownfield Tax Assistance Agreement

SCHEDULE "B"

of an Agreement between the City and the Applicant named in this Agreement.

Eligible Works for Brownfield Tax Assistance

ESA - \$16,737.16
Environmental Remediation including cost of preparing RSC and CPU - \$74,388
Placing and compacting and grading of clean fill to replace contaminating soils/fill disposing of
off-site -\$23,775
Remedial site plan - \$33,474.32
Environmental Insurance Premiums -\$1,000
h. Building rehab and retrofits and i. Upgrading on-site infrastructure \$1,000,000
Total - \$1,149,374.16

Brownfield Tax Assistance Agreement

Eligible works for the tax assistance provided under the Brownfield Tax Assistance Program (TAP) include only the following:

- i) a Phase II ESA, Designated Substances and Hazardous Materials Survey, Remedial Work Plan, Risk Assessment /Risk Management Plan, not disbursed by the ESA Grant Program;
- ii) environmental remediation, including the costs of preparing a Record of Site Condition (RSC) and Certificate of Property Use;
- iii) placing, compacting and grading of clean fill required to replace contaminated soils/fill disposed of off-site;
- iv) installing, monitoring, maintaining and operating environmental and/or engineering controls/works, as specified in the Remedial Work Plan and/or Risk Assessment and/or CPU;
- v) testing of on-site excess soils for potential reuse, but shall not include the excavation, management, transportation or disposal of such soil, except where the soil is found to be contaminated; and,
- vi) environmental insurance premiums.

The total value of the tax assistance provided under the Brownfield TAP shall not exceed the total cost of the eligible works specified in i) to vi) above.

DEVELOPMENT CHARGE GRANT AGREEMENT

BY AND BETWEEN:

THE Corporation of the City of Port Colborne (hereinafter referred to as the “City”)

and

2866403 Ontario Inc. (hereinafter referred to as the “Applicant”)

WHEREAS the Applicant is the registered Owner of lands described in Schedule “A” attached to this Agreement (“the subject lands”) which are situated within the Brownfield Community Improvement Project Area/Main Street Community Improvement Project Area/Downtown Community Improvement Project Area/East Waterfront Community Improvement Project Area, and the Applicant has applied to the City for a Development Charge Grant (“Grant”) and the City has agreed to make such a Grant pursuant to Section 28 of the *Planning Act* and under By-Law No (insert CIP by-law number);

AND WHEREAS as a condition of approval of such a Grant, the Applicant is required by the City to enter into this Agreement;

NOW THEREFORE IN CONSIDERATION of the City making this Grant in the estimated maximum amount of \$ 49,536 to the Applicant, the Applicant and the City hereby agree as follows:

1. INFORMATION ON SUBJECT LANDS

1.1 The Grant shall apply to the subject lands as set out in Schedule A attached.

1.2 The subject lands are/are not designated under the *Ontario Heritage Act*.

2. GRANT ELIGIBILITY, CALCULATION AND PAYMENT

2.1 To be eligible for the Grant, the works on the subject land shall conform to and fulfill:

- a) the objectives and program requirements of the Development Charge Grant Program and the Port Colborne Comprehensive CIP (“CIP”); and,
- b) Any other requirements as specified by the City.

2.2 The Applicant acknowledges that it has received and read a copy of the: CIP, General Program Requirements, Development Charge Grant Program Guide (the “Guide”), Urban Design Guidelines (the “Guidelines”), and the Applicant covenants with the City that the subject lands shall be improved and the Grant provided for in this Agreement shall be applied in accordance with the City’s goals, policies, and program requirements as set out in the CIP, General Program Requirements, Guide, and Guidelines.

2.3 The City shall review all cost estimates submitted in support of the Application in evaluating the estimated costs eligible for the Grant program, which costs, when designated by the City shall constitute the maximum eligible cost upon which the total

DEVELOPMENT CHARGE GRANT AGREEMENT

grant amount will be calculated and paid. In the event the City is not satisfied with said cost estimates, the City may substitute their opinion of such amounts for purposes of calculating the eligible costs for the Grant.

- 2.4 If the City is not in receipt of sufficient information satisfactory to the City to determine eligible program costs and the amount of the Grant, the application will not be processed and the application file will be closed. The decision of the City regarding the total amount of eligible costs, and the calculation of the estimated and actual annual grant payment is final, absolute and within the City's sole discretion.
- 2.5 In the Main Street, Downtown, and East Waterfront Community Improvement Project Areas, the amount of the Development Charge Grant will be equal to 50% of the City Development Charge normally payable on the development (after redevelopment and other credits have been applied).
- 2.6 In the Brownfield Community Improvement Project Area, the amount of the Development Charge Grant will be equal to up to 100% of the City Development Charge normally payable on the development (after redevelopment and other credits have been applied).
- 2.7 Payment of the grant 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 works. 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 Applicant.
- 2.8 The Applicant shall not be entitled to a grant unless and until they have 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.
- 2.9 Any and all grant payments that have been provided to the Applicant will become repayable to the City upon notice in writing from the City that one or more of the conditions set out in the application, this Agreement, or the Grant Program have not been met.
- 2.10 The Grant payment is not payable by the City until the Applicant has satisfied the City that:
 - a) The development of the subject lands has been fully completed in accordance with the development as described in the Application;
 - b) The Applicant has supplied the City with the actual amount of the construction costs incurred by the Applicant;
 - 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, the property and the business of the Applicant conducted on the subject lands;
 - d) The Applicant, its development and property are in full compliance with:
 - i) Any agreement(s) relating to the property in favour of the City or Region, including any Agreement relating to: subdivision, modified subdivision,

DEVELOPMENT CHARGE GRANT AGREEMENT

service, site plan approval, encroachment, joint sewer & water use, easement or other Agreement; and,

- ii) By-laws of the City, Region, provincial or federal legislation and their regulations.
- e) There are no unpaid charges (where applicable) against the subject lands in favour of the City or the Region, including but not limited to: development charges, park land dedication fees, special assessments, building permit fees and local improvement charges.

3. CORPORATE STATUS

3.1 The Applicant represents to the City that:

- a) The Applicant has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;
- b) The Applicant has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
- c) The Applicant is a resident of Canada as of the date of this Agreement and that in the event the Applicant ceases to be a resident of Canada, the Applicant shall immediately notify the City, and it is agreed, the City may deduct for any or all annual Grant payments, such sum(s) as may be required by the Canada Customs and Revenue Agency in order to meet the City's obligations as a payor and the Applicant's obligations under the *Income Tax Act (Canada)* and other applicable laws;
- d) To the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Applicant in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Applicant or title to the subject lands or assets;
- e) The Applicant shall notify the City immediately of any material change in the conditions set out in paragraphs (a)-(d) above.

4. PROVISIONS RELATING TO THE APPLICANT

4.1 At the time of application for the Program, the Applicant shall have submitted to the City for its review and acceptance, the Applicant's plans for the development and supporting documentation, including the Applicant's proposed residential and non-residential uses for the property.

4.2 The Applicant shall notify the City if the Applicant has applied for, been approved for, or has received project funding from any other levels of government or government funded

DEVELOPMENT CHARGE GRANT AGREEMENT

agencies, e.g., Region, Provincial, Federal, Canada Mortgage and Housing Corporation, Federation of Canadian Municipalities, etc...). The Applicant will notify the City immediately upon receiving any and all project funding from other levels of government even if said funding is received after the execution of this agreement.

- 4.3 At the time the Applicant signs this Agreement, the Applicant will provide the City with a certified true copy of a resolution of the Board of Directors of the Applicant (certified by an officer of the corporation) that authorizes the Applicant to enter into this Agreement with the City.
- 4.4 The Applicant agrees that it shall not commence any works that are the subject of a Grant Application prior to receiving approval of the Grant Application from the City, execution of this Agreement, and issuance of a building permit (if required).
- 4.5 The Applicant will complete all eligible works as specified in the approved Grant application, and in documentation submitted in support of the Grant application, including but not limited to: all required planning approvals, the architectural/design drawings, specifications, contracts and cost estimates. As the City is relying upon this information, if the information in this Agreement, the associated application, and/or any supporting documentation submitted to the City is, in the opinion of the City, incomplete, false, inaccurate or misleading, the Grant may be reduced and/or delayed, and/or cancelled, and where part or all of the Grant has already been paid by the City, such payments shall be repaid by the Applicant as required by the City.
- 4.6 The Applicant agrees that the development shall be constructed in compliance with all required Building Permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 4.7 The Applicant agrees that it shall commence construction of the development as described in the Development Charge Grant (DCG) Program Application (building permit issued) within four (4) years and complete construction of the development within seven (7) years of the execution of this Agreement, failing which, unless extended by the City, this Grant approval shall be at an end, there shall be no Grant, and this Agreement shall be terminated. The deadline imposed by this paragraph shall not include delays that are outside the control of the Applicant. The City's decision as to when such project is commenced and completed is final and absolute.
- 4.8 Upon request, the Applicant shall supply to the satisfaction of the City prior to issuance of any and all Grant payments, environmental reports and documentation showing that the subject lands have been remediated to the appropriate levels for the proposed use. This includes, where required by the City, proof of acknowledgement of a signed Record of Site Condition (RSC) by the Ministry of Environment, Conservation and Parks (MOECP) for the subject lands.
- 4.9 The Applicant agrees and covenants to the City that if the building(s) and improvements that are the subject of this Agreement are demolished, in whole or in part, or any of the heritage features of the property are altered in any way that would compromise the reasons for designation, prior to the expiration of the term of this Agreement, all subsequent Grant payments shall cease, and all Grant payments already paid by the City to the Applicant shall be repaid to the City.

DEVELOPMENT CHARGE GRANT AGREEMENT

- 4.10 The Applicant will provide to the City, upon request, a status report signed by the Applicant to confirm the status and completion of the approved development; a detailed progress report of the status of the development, including, but not limited to, the development schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Applicants on any contract.
- 4.11 The Applicant shall ensure there are no liens or other claims outstanding in respect of the subject lands, including its development, and all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid.
- 4.12 The Applicant shall ensure that the Applicant 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.
- 4.13 The Applicant agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all City departments prior to or as a condition of Grant approval.
- 4.14 The Applicant covenants to the City that where the ownership of part or all of the subject lands ceases for any reason to be in the Applicant's name by sale, assignment or otherwise, prior to the advance of all of the Grant payments, the Applicant will notify the City in writing of said pending ownership change at least 45 days prior to the ownership change taking place.
- 4.15 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- a) The onus and responsibility is upon the Applicant at all times to assume all costs of rehabilitation of the subject lands and to apply for and obtain, at the Applicant's expense, all approvals required from the City, the Region, and all other agencies for the rehabilitation of the subject lands, including but not limited to: all Official Plan amendments, Zoning By-law amendments, minor variances, and Site Plan approval;
 - b) Nothing in this Agreement limits or fetters the City or the Region in exercising its statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law and that in the event the City or Region decides to deny or oppose or appeal any such decision, that such action by the City or Region is not in any manner limited by reason of the City entering into this Agreement;
 - c) The Applicant releases the City from any liability in respect of the City's reviews, decisions, inspections or absence of inspections regarding this rehabilitation and the Applicant agrees that it is its responsibility at all times to prepare and implement its rehabilitation as would a careful and prudent land owner;
 - d) Nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the land for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and,
 - e) 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: (1) applicable environmental laws,

DEVELOPMENT CHARGE GRANT AGREEMENT

regulations, policies, standards, permits or approvals, or, (2) other by-laws and policies of the City.

- 4.16 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the City may at its sole discretion cease or delay the Grant payment, and/or require repayment Grant payment already made to the Applicant, and/or terminate this Agreement, and the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the City is exercising its rights herein to cease, delay, require repayment of a Grant payment or terminate this Agreement.
- 4.17 The Applicant shall indemnify and save harmless from time to time and at all times, the City, its 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 Applicant 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, or satisfactory completion of the works approved under this Agreement.

5. PROVISIONS RELATING TO THE CITY

- 5.1 The City agrees to provide a Grant to the Applicant estimated as of the date of this agreement, in the amount of \$ 49,536.
- 5.2 The City reserves the right to require a third party review or independent audit, at the Applicant's expense, of all documentation submitted in support of the Application or during the administration of the Grant, including, but not limited to:
- a) Estimates and actual costs of all development works; and,
 - b) Environmental reports and documentation.
- 5.3 The City, its employees and agents are entitled to inspect the subject lands and all fixtures and improvements upon the subject lands at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.
- 5.3 The City retains the right at all times not to make any or all Grant payments or to delay payment where the City deems that there is non-compliance by the Applicant with this Agreement. In particular, without limiting the generality of the foregoing, the Grant is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the rehabilitation and condition of the subject lands, and to there being compliance on the part of the Applicant with all other requirements contained in this Agreement.

DEVELOPMENT CHARGE GRANT AGREEMENT

5.9 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.

6. DEFAULT AND REMEDIES

6.1 On the occurrence of default under this Agreement, the City shall be entitled to its remedies to enforce the terms of this Agreement, including:

- a) Delaying or ceasing payment of the Grant;
- b) Requiring repayment of the Grant; and/or
- c) Terminating this Agreement.

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

- a) The as constructed works do not comply with the description of the works as provided in the Application Form and supporting plans and documents;
- b) Deficiencies in the as constructed works during the term of this Agreement;
- c) The works are not undertaken in conformity with the Ontario Building Code and all applicable zoning requirements and planning approvals;
- d) The building for which a Grant was provided is demolished or designated heritage features of that building are altered during the term of the Grant;
- e) The building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
- f) The Applicant is in property tax arrears with respect to the property for more than one (1) year;
- g) Any representation or warranty made by the Applicant is incorrect in any material respect;
- h) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the City;
- i) The Applicant 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 Applicant, or if the Applicant is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default

DEVELOPMENT CHARGE GRANT AGREEMENT

of the Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;

- j) Construction ceases for a period of 60 days due to the Applicant's default (strikes and Acts of God excepted) and/or the Applicant abandons the property or project;
- k) The Applicant is in default of the terms and conditions of the construction financing secured by the first mortgage;
- l) This Agreement is forfeited or is terminated by any other provision contained in it.

6.3 The City may, at its sole discretion, provide the Applicant with an opportunity to remedy any default.

7. ADDITIONAL PROVISIONS

7.1 This Agreement shall remain in effect from the date of its execution to the earlier of:

- a) The Applicant informing the City in writing prior to the Grant payment, that the Applicant has decided not to accept the Grant;
- b) The City informs the Applicant in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is at an end.

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

7.3 Schedule "A" attached to this Agreement forms part of this Agreement.

8. NOTICES

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

Such notice shall be deemed to have been given:

- a) In the case of personal delivery, on the date of delivery;
- b) In the case of e-mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the *Interpretation Act*, failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and,
- c) In the case of registered post, on the third day, which is not a holiday, following posting.

DEVELOPMENT CHARGE GRANT AGREEMENT

Notice shall be given:

To the Applicant at:

2866403 Ontario Inc.
14-30 Eglinton Ave W. Suite 282
Mississauga, ON
L5R 0C1
ajaypalkahlon@gmail.com

To the City at:

City of Port Colborne
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Attention: Bram Cotton, Economic Development Officer
Ph: 905-835-2900 ext 504
Fax: 905-835-2939
Email: cipapplication@portcolborne.ca

DEVELOPMENT CHARGE GRANT AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement all as of the day and year first written above, and the parties hereto have hereunto affixed their corporate seals duly witnessed and attested by the hands of the proper signing officers in that behalf, and said signing officers certify that they have authority to bind their corporation.

Signed for and on behalf of Ajay Kahlon by:

Per: _____
Name:
Title: Authorized Signing Officer
Date:

Per: _____
Name:
Title: Authorized Signing Officer

Signed for and on behalf of The Corporation of the City of Port Colborne by:

Per: _____
Name:
Title: Mayor
Date:

Per: _____
Name
Title: Acting City Clerk

DEVELOPMENT CHARGE GRANT AGREEMENT

SCHEDULE "A"

of a Grant Agreement between the City and the Applicant named in this Agreement.

Legal Description of Applicant's land

PT LT 15 W/S Mitchell St. PL 849 Port Colborne; PT LT 16 W/S
Mitchell St. PL 849 Port Colborne AS IN RO333695; S/T RO 333698; Port Colborne

Municipality	Assessment
Fort Erie	RT
Grimsby	MT
Lincoln	NT
Niagara Falls	FT
Niagara-on-the-Lake	TT
Pelham	CT
Port Colborne	CX
St. Catharines	IT
Thorold	IX
Wainfleet	PT
Welland	
West Lincoln	

Year	Municipality	Code	Concatenate	Property Type
2023	Port Colborne	CT	2023Port ColborneCT	Commercial
2023	Port Colborne	CX	2023Port ColborneCX	Commercial - Vacant and
2023	Port Colborne	FT	2023Port ColborneFT	Farmland
2023	Port Colborne	TT	2023Port ColborneTT	Forest
2023	Port Colborne	IT	2023Port ColborneIT	Industrial
2023	Port Colborne	IX	2023Port ColborneIX	Industrial - Vacant and Ex
2023	Port Colborne	MT	2023Port ColborneMT	Multi-residential
2023	Port Colborne	NT	2023Port ColborneNT	New Multi-residential
2023	Port Colborne	PT	2023Port ColbornePT	Pipeline
2023	Port Colborne	RT	2023Port ColborneRT	Residential

Regional	Waste	Transit	Local	Education	Levy Total
0.01082043	0.00171165	0.00072137	0.0178309	0.0088	
0.0100089	0.00158328	0.00066727	0.01649359	0.0088	
0.00155923	0.00024665	0.00010395	0.00256944	0.0003825	
0.00155923	0.00024665	0.00010395	0.00256944	0.0003825	
0.0164031	0.00259476	0.00109355	0.02703054	0.0088	
0.01517287	0.00240015	0.00101154	0.02500324	0.0088	
0.01228673	0.0019436	0.00081913	0.02024721	0.00153	
0.00623692	0.0009866	0.0004158	0.01027777	0.00153	
0.01061586	0.00167929	0.00070773	0.01749379	0.0088	
0.00623692	0.0009866	0.0004158	0.01027777	0.00153	

Region + Waste + Transi	Region + Waste + Transit	Waste + Local
0.01325345	0.03108435	0.01954255
0.01225945	0.02875304	0.01807687
0.00190983	0.00447927	0.00281609
0.00190983	0.00447927	0.00281609
0.02009141	0.04712195	0.0296253
0.01858456	0.0435878	0.02740339
0.01504946	0.03529667	0.02219081
0.00763932	0.01791709	0.01126437
0.01300288	0.03049667	0.01917308
0.00763932	0.01791709	0.01126437

**NIAGARA ECONOMIC GATEWAY & COMMUNITY IMPROVEMENT PLANS
TAX INCREMENT GRANT PROGRAM ESTIMATE**

Municipality: **Port Colborne**
 Address: **174 Mitchell Street**
 Roll Number: **020007131000000**
 Pre Project Year: **2023**
 Post Project Year: **2023**

	Industrial	Residential	Commercial	Total Pre-Project Taxes	Commercial	New Multi-residential	Commercial	Total Post Project Taxes	Tax Increment	Annual Grant amount
Class Code	IT	RT	CT		CT	NT	CT			
Assessment Value ¹	\$0.00	\$95,000.00	\$82,000.00			\$750,000.00	\$0.00			
Municipal Taxes ^{2,3,4}	\$0	\$976	\$1,462	\$2,439	\$0	\$7,708	\$0	\$7,708	\$5,270	\$5,270
Regional Taxes ^{5,6,7}	\$0	\$726	\$1,087	\$1,813	\$0	\$5,729	\$0	\$5,729	\$3,917	\$3,917
Provincial Taxes ^{8,9,10}	\$0	\$145	\$722	\$867	\$0	\$1,148	\$0	\$1,148	N/A	
Total									\$9,186.78	
% of Tax Increment Year 1¹¹									100.00%	
Annual Grant Payment¹³									\$9,186.78	

This estimates the completed project being assessed at \$750,000.00 based on cost of land and construction costs; actual assessment will be completed by MPAC following the project completion. Existing assessment value is based on actual 2018 MPAC assessment. These results are estimated using the 2024 tax rates. Actual annual amount will be based on the grant percentage applied to the incremental taxes paid each year for the duration of the grant however may be subject to a reduction should the taxes owing be reduced in any given year due to a assessment appeal.

¹ Both Pre- and post-project completion assessments are estimates and may be subject to change.

- 2 Municipal Industrial Tax Rate
- 3 Municipal Residential Tax Rate
- 4 Municipal Commercial Tax Rate
- 5 Regional Industrial Tax Rate
- 6 Regional Residential Tax Rate
- 7 Regional Commercial Tax Rate
- 8 Education Industrial Tax Rate
- 9 Education Residential Tax Rate
- 10 Education Commercial Tax Rate

Pre-Project Tax Rates	Post-Project Tax Rates
0.02703054	0.0178309
0.01027777	0.01027777
0.0178309	0.0178309
0.02009141	0.01325345
0.00763932	0.00763932
0.01325345	0.01325345
0.0088	0.0088
0.00153	0.00153
0.0088	0.0088

¹³ This is an estimate only and does not constitute any guarantee or assurance of a grant and should not be relied upon as such.

SUMMARY FORECAST (excluding education)

Event	Year	Grant %	Municipal Grant Estimate	Regional Grant Estimate	Total Grant Estimate
Base year	2023				
Grant Year 1	2023	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 2	2024	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 3	2025	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 4	2026	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 5	2027	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 6	2028	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 7	2029	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 8	2030	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 9	2031	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Grant Year 10	2032	100%	\$ 5,269.81	\$ 3,916.97	\$ 9,186.78
Total Estimate	Total Estimate		\$ 52,698.06	\$ 39,169.72	\$ 91,867.77



Subject: Niagara Gateway CIP Application- E-Materials Canada Corporation (Asahi Kasei)

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2024-149

Meeting Date: September 10, 2024

Recommendation:

That Chief Administrative Officer Report 2024-149 be received; and

That the Gateway CIP Tax Increment Grant for E-Materials Canada Corporation (Asahi Kasei) for property located at 5088 Highway 140 to be approved; and

That the Economic Development Officer be directed to send notice of the approval to the Niagara Region.

Purpose:

The purpose of this report is to provide Council with a recommendation for the application made by E-Materials Canada Corporation (E-Materials) for a Niagara Gateway Economic Zone and Centre Community Improvement Plan (Gateway CIP) Tax Increment Grant (TIG). The applicant proposes to undertake a significant facility build at 5088 Highway 140 and this investment will encourage ongoing and future economic growth.

Background:

The Niagara Gateway Economic Zone and Centre Community Improvement Plan (Gateway CIP) provides eligible projects with property tax reductions of between 40% and 100% for five to ten years to eligible property owners in the municipalities of Fort Erie, Niagara Falls, Port Colborne, Thorold, and Welland. Those same projects are also eligible for grants to cover Regional Development Charges. Projects that promote private sector investment, development, redevelopment, and construction activity in strategic zones identified in each City may be eligible.

The Tax Increment Based Grant Program provides an incremental tax grant to completed projects within the Gateway Project Area based on the project's economic and environmental design performance. Successful applicants will receive a property tax rebate of a percentage of the post-project values, for a period of five or ten years depending on the location of the project. The tax savings resulting from this program can be a significant incentive for development.

The City acts in partnership with the Niagara Region on the assessment and monitoring of this program and will ensure that the applicant continues to meet all obligations of the City prior to the tax rebate being paid each year.

In August 2023, Invest Ontario arranged a site visit and tour of the City of Port Colborne and the greater Niagara area for representatives of Asahi Kasei, who were looking for a home for their new North American battery separator facility.

After many visits and meetings, it was announced on May 14, 2024, that Port Colborne had been selected as the site for the facility. The company in Canada will now be known as E-Materials Canada Corporation.

Discussion:

The project that is proposed at 5088 Highway 140 is an eligible project under the terms of the Gateway CIP and will result in significant improvements to the vacant land. Development costs are estimated to be well in excess of \$1,700,000,000 and the total estimated grant over the ten-year period from the City and Niagara Region is \$57,598,560 (City - \$32,974,014 & Region - \$24,624,546) beginning in 2027 for the initial phase. There is potential for an additional two phases. The agreed upon conditions for phase one must be met before future phases would be included in the CIP. In order for subsequent phases to be included in the CIP they must be outlined and detailed in the original agreement and cannot be added later. A property can only have one Gateway CIP TIG at a time unless included in the original agreement.

The final schedule of grant payments will be contingent upon the new assessment by the Municipal Property Assessment Corporation (MPAC). following completion of the project. The applicant will be required to enter into a Tri-Party Agreement with the City and Region outlining the terms and conditions of the funding. This agreement would be authorized and signed by the Mayor and Acting City Clerk and forwarded to the Region for signature. The payment of grants will commence upon verification of the program requirements and reassessment of the property by MPAC. Applicants are given 365 days from the issuance of an occupancy permit within which to contact the City regarding the achievement of the eligibility points outlined in their submission. The City of Port Colborne and Niagara Regional Economic Development staff will verify that all conditions are met. E-Materials will be required to provide proof yearly that the

conditions of the agreement continue to be met prior to receiving the tax rebate. The rebate amount remains constant throughout the ten-year period.

For the applicant to continue to be eligible for the tax rebate grant, approval must be granted by the City prior to building permits being issued. E-Materials staff would like to submit conditional building permit applications as soon as possible to the City for review. To this end, they are seeking approval of the Gateway TIG incentives from the City and the Region to allow them to proceed with building permit applications to keep the project timelines on track. Staff will bring the Grant Agreement and by-law to a future meeting of Council.

The agreement will also outline the terms and conditions of the grant payments over the ten-year period. Key terms and conditions include the following:

- Property owner must maintain property taxes in good standing. Properties must have no outstanding work orders and/or orders or requests to comply from a City department or other regulatory authority.
- Annual grant payments after the first grant payment are adjusted downward in the event the municipal tax increment in any subsequent year has been reduced.
- If the property taxes are owing for more than one full year, the City will have the option, without notice and at its own discretion, to terminate all future grant payments.
- In the event of the sale, conveyance, transfer or entering into any agreement of sale or transfer of the title of the property, the City shall have absolute discretion in ceasing any further grant payments.
- Where, in the opinion of Council, the commercial relationship between the City and the Applicant has been impaired by, but not limited to, the Applicant being involved in litigation with the City, the City may, at its discretion and without notice, terminate all future grant payments. Applicants are individuals, corporate entities, and individuals behind the corporation (Officers/Directors/shareholders).

Internal Consultations:

The Niagara Gateway Economic Zone and Centre Community Improvement Plan (Gateway CIP) application, submitted by E-Materials, has been reviewed by the Niagara Region and City of Port Colborne Economic Development staff.

Based on the points-based scoring system, a preliminary review of the information for the criteria of construction value, number of full-time jobs created and Environmental Design Performance (Smart Growth Criteria) the applicant has scored 20 points. This score makes the applicant eligible for an 100% reduction on the incremental tax

assessment. The applicant would be eligible for a ten-year grant from the City and ten years from Niagara Region for the first phase.

As outlined earlier, there is potential for an additional two phases of expansion in the medium and longer term bringing further investment and increases in jobs and tax assessment to the City. The potential subsequent phases as outlined by E-Materials, would also score 20 points for further 100% TIG Grant should they proceed and continue to meet the Gateway CIP guidelines.

Financial Implications:

Over the next ten years the City will see an increase in tax assessment for this property, to be determined by MPAC. There will be no negative tax impact to the City as E-Materials Canada Corporation will be required to pay 100% taxes on the property on an annual basis. Provided the applicant meets the Gateway CIP program criteria annually, they will be entitled to a tax rebate of 100%, which, over the initial ten-year period, amounts to an estimated \$32,974,014. The additional phases would be eligible for a 100% TIG Grant respectively if they are constructed and the company continues to meet the criteria. Phases I, II, and III are attached as Appendix A, B, and C, respectively.

When the applicant completes additional phases and, provided the applicant meets the Gateway CIP program criteria annually, they will be entitled to a tax rebate of 100% of the assessment increase for each of the two subsequent phases, which, over the fourteen-year period across all three phases, amounts to an estimated \$99,158,490 from the City (see Table A). With the estimated three phases, differing amounts of TIG Grant would be paid out over fourteen years as phase payouts start and end.

It is important to note that the TIG amount is a fixed amount determined when the developed property is first assessed by MPAC. This set amount is used each year for the ten years of each phase. The City continues to see the yearly increase each tax year and at the end of the fourteen year period in 2041 (the conclusion of all three phases) will realize the full amount of the tax assessment.

In this respect, Appendix A and D highlight that the City currently receives \$52,030 in property taxes for the property. Appendix D highlights just one year into operations property taxes received could increase to \$152,000 based on the assumptions highlighted in Appendix D. This illustrates that, even with the TIG Grant, the City will begin to see immediate property tax benefits.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
-

Conclusion:

The City of Port Colborne has put in place a number of CIP programs aimed at increasing industrial development, tax assessments, and employment within the City. The Gateway CIP is one of these programs and E-Materials Canada Corporation, located at 5088 Highway 140, is making a significant investment and has expressed that the Gateway CIP program was an important consideration in their decision-making process. The applicant has met all the criteria of the grant, and the approval of the Gateway CIP TIG supports the principles of the program including development and regeneration of the site. The tri-party agreement and by-law will be brought to a future Council meeting for approval.

Appendices:

- a. E-Materials Phase 1 TIG Calculation
- b. E-Materials Potential Phase 2 TIG Calculation
- c. E-Materials Potential Phase 3 TIG Calculation
- d. City Tax Increase over 14-year TIG

Respectfully submitted,

Bram Cotton
Economic Development Officer
(905) 228-8063
Bram.Cotton@portcolborne.ca

Gary Long
Director of Development & Government Relations
(905) 228-8062
Gary.Long@portcolborne.ca

Bryan Boles
Director of Corporate Services/Treasurer

(905) 228-8018

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.

**NIAGARA ECONOMIC GATEWAY & COMMUNITY IMPROVEMENT PLANS
TAX INCREMENT GRANT PROGRAM ESTIMATE**

Municipality: **Port Colborne**

Address: **5088 Highway 140 City of Port Colborne, ONT L3K 5V5**

	Industrial - Vacant and Excess Land	Residential	Industrial	Total Pre-Project Taxes	Industrial	New Multi-residential	Commercial	Total Post Project Taxes	Tax Increment	Annual Grant amount
Class Code	IX	RT	IT		IT	NT	CT			
Assessment Value	\$1,833,000	\$0	\$0		\$118,000,000	\$0	\$0			
Municipal Taxes	\$52,030	\$0	\$0	\$52,030	\$3,349,431	\$0	\$0	\$3,349,431	\$3,297,401	\$3,297,401
Regional Taxes	\$38,855	\$0	\$0	\$38,855	\$2,501,310	\$0	\$0	\$2,501,310	\$2,462,455	\$2,462,455
Provincial Taxes	\$16,130	\$0	\$0	\$16,130	\$1,038,400	\$0	\$0	\$1,038,400	N/A	
					Total				\$5,759,856.09	
					% of Tax Increment Year 1				100.00%	
					Annual Grant Payment				\$5,759,856.09	

This estimates the completed project being assessed at \$118,000,000 based on cost of land and construction costs; actual assessment will be completed by MPAC following the project completion. Existing assessment value is based on estimated 2024 MPAC assessment. These calculations reflect the grant percentage that would be received based on a project score of 20. These results are estimated using the 2024 tax rates. Actual annual amount will be based on the grant percentage applied to the incremental taxes paid each year for the duration of the grant however may be subject to a reduction should the taxes owing be reduced in any given year due to a assessment appeal.

This is an estimate only and does not constitute any guarantee or assurance of a grant and should not be relied upon as such.

SUMMARY FORECAST (excluding education)

Event	Year	Grant %	Municipal Grant Estimate	Regional Grant Estimate	Total Grant Estimate
Base year	2024				
Grant Year 1	2026	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 2	2027	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 3	2028	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 4	2029	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 5	2030	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 6	2031	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 7	2032	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 8	2033	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 9	2034	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Grant Year 10	2035	100%	\$ 3,297,401.46	\$ 2,462,454.63	\$ 5,759,856.09
Total Estimate	Total Estimate		\$ 32,974,014.60	\$ 24,624,546.30	\$ 57,598,560.90

**NIAGARA ECONOMIC GATEWAY & COMMUNITY IMPROVEMENT PLANS
TAX INCREMENT GRANT PROGRAM ESTIMATE**

Municipality: **Port Colborne**
 Address: **5088 Highway 140 City of Port Colborne, ONT L3K 5V5**
 Roll Number:
 Pre Project Year: **2024**
 Post Project Year: **2024**

	Industrial	Residential	Industrial - Vacant and Excess Land	Total Pre-Project Taxes	Industrial	New Multi-residential	Commercial	Total Post Project Taxes	Tax Increment	Annual Grant amount
Class Code	IT	RT	IX		IT	NT	CT			
Assessment Value	\$118,000,000.00	\$0.00	\$0.00		\$235,000,000.00	\$0.00	\$0.00			
Municipal Taxes	\$3,349,431	\$0	\$0	\$3,349,431	\$6,670,477	\$0	\$0	\$6,670,477	\$3,321,046	\$3,321,046
Regional Taxes	\$2,501,310	\$0	\$0	\$2,501,310	\$4,981,422	\$0	\$0	\$4,981,422	\$2,480,112	\$2,480,112
Provincial Taxes	\$1,038,400	\$0	\$0	\$1,038,400	\$2,068,000	\$0	\$0	\$2,068,000	N/A	
					Total				\$5,801,158.35	
					% of Tax Increment Year 1¹¹				100.00%	
					Annual Grant Payment¹³				\$5,801,158.35	

\$117,000,000.00

This estimates the completed project being assessed at \$235,000,000 based on cost of land and construction costs; actual assessment will be completed by MPAC following the project completion. Existing assessment value is based on estimated 2024 MPAC assessment. These calculations reflect the grant percentage that would be received based on a project score of 20. These results are estimated using the 2024 tax rates. Actual annual amount will be based on the grant percentage applied to the incremental taxes paid each year for the duration of the grant however may be subject to a reduction should the taxes owing be reduced in any given year due to a assessment appeal.

¹³ This is an estimate only and does not constitute any guarantee or assurance of a grant and should not be relied upon as such.

SUMMARY FORECAST (excluding education)

Event	Year	Grant %	Municipal Grant Estimate	Regional Grant Estimate	Total Grant Estimate
Base year	2024				
Grant Year 1	2028	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 2	2029	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 3	2030	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 4	2031	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 5	2032	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 6	2033	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 7	2034	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 8	2035	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 9	2036	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 10	2037	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Total Estimate	Total Estimate		\$ 33,210,462	\$ 24,801,122	\$ 58,011,584

**NIAGARA ECONOMIC GATEWAY & COMMUNITY IMPROVEMENT PLANS
TAX INCREMENT GRANT PROGRAM ESTIMATE**

Municipality: **Port Colborne**
 Address: **5088 Highway 140 City of Port Colborne, ONT L3K 5V5**
 Roll Number:
 Pre Project Year: **2024**
 Post Project Year: **2024**

	Industrial	Residential	Industrial - Vacant and Excess Land	Total Pre-Project Taxes	Industrial	New Multi-residential	Commercial	Total Post Project Taxes	Tax Increment	Annual Grant amount
Class Code	IT	RT	IX		IT	NT	CT			
Assessment Value	\$235,000,000.00	\$0.00	\$0.00		\$352,000,000.00	\$0.00	\$0.00			
Municipal Taxes	\$6,670,477	\$0	\$0	\$6,670,477	\$9,991,524	\$0	\$0	\$9,991,524	\$3,321,046	\$3,321,046
Regional Taxes	\$4,981,422	\$0	\$0	\$4,981,422	\$7,461,534	\$0	\$0	\$7,461,534	\$2,480,112	\$2,480,112
Provincial Taxes	\$2,068,000	\$0	\$0	\$2,068,000	\$3,097,600	\$0	\$0	\$3,097,600	N/A	
					Total				\$5,801,158.35	
					% of Tax Increment Year 1¹¹				100.00%	
					Annual Grant Payment¹³				\$5,801,158.35	

\$117,000,000.00

This estimates the completed project being assessed at \$352,000,000.00 based on cost of land and construction costs; actual assessment will be completed by MPAC following the project completion. Existing assessment value is based on estimated 2024 MPAC assessment. These calculations reflect the grant percentage that would be received based on a project score of 20. These results are estimated using the 2024 tax rates. Actual annual amount will be based on the grant percentage applied to the incremental taxes paid each year for the duration of the grant however may be subject to a reduction should the taxes owing be reduced in any given year due to a assessment appeal.

¹³ This is an estimate only and does not constitute any guarantee or assurance of a grant and should not be relied upon as such.

SUMMARY FORECAST (excluding education)

Event	Year	Grant %	Municipal Grant Estimate	Regional Grant Estimate	Total Grant Estimate
Base year	2024				
Grant Year 1	2030	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 2	2031	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 3	2032	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 4	2033	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 5	2034	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 6	2035	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 7	2036	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 8	2037	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 9	2038	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Grant Year 10	2039	100%	\$ 3,321,046	\$ 2,480,112	\$ 5,801,158
Total Estimate	Total Estimate		\$ 33,210,462	\$ 24,801,122	\$ 58,011,584

Appendix D:

Notes	Estimate Year	Net City Taxes (3%)	Net City Taxes (5%)
Estimated Phase 1 Post Construction Assessment Year	2027	\$ 52,030	\$ 52,030
	2028	\$ 152,513	\$ 160,138
Estimated Phase 2 Post Construction Assessment Year	2029	\$ 458,262	\$ 505,234
	2030	\$ 670,563	\$ 776,261
Estimated Phase 3 Post Construction Assessment Year	2031	\$ 1,306,054	\$ 1,587,517
	2032	\$ 1,643,420	\$ 2,097,467
	2033	\$ 1,990,908	\$ 2,668,007
	2034	\$ 2,348,820	\$ 3,305,025
	2035	\$ 2,717,469	\$ 4,014,940
	2036	\$ 3,097,178	\$ 4,804,740
First Year Post TIG CIP Phase 1	2037	\$ 6,785,680	\$ 11,053,157
	2038	\$ 7,188,513	\$ 12,294,797
First Year of Post TIG CIP Phase 2	2039	\$ 10,924,477	\$ 19,618,792
Final Year of TIG Payment	2040	\$ 11,351,843	\$ 21,405,593
First Year of Post TIG CIP Phase 3	2041	\$ 15,113,076	\$ 29,922,856

- The first Post Construction Assessment year is estimated using 2024 actual taxes for illustrative purposes.
- Estimated using a 3% tax increase per year
- Showing a 5% tax increase

August 28, 2024

Ann-Marie Norio
Regional Clerk
Office of the Regional Clerk
1815 Sir Isaac Brock Way
Thorold, ON L2V 4T7

Sent via email: Ann-Marie.Norio@niagararegion.ca

**Re: Request for Extensions to Niagara Region Incentive Programs
Our File 35.11.2**

Dear Ms. Norio,

At its meeting held August 26, 2024, St. Catharines City Council approved the following motion:

WHEREAS the City of St. Catharines is committed to addressing the housing crisis through its unanimously passed 2023 Municipal Housing Pledge of 11,000 additional housing units; and

WHEREAS development project timelines over the last several years have been significantly impacted by housing market fluctuations, rising interest rates and construction costs, and pandemic related restrictions; and

WHEREAS Niagara Region's Smart Growth Regional Development Charges Reduction Program and Smarter Niagara Incentive Program Property Rehabilitation and Revitalization Tax Increment Grant program are set to expire on October 1st, 2024; and

WHEREAS qualifying residential developments that do not have building permits issued by October 1st, 2024, will be ineligible for Niagara Region's Smart Growth Regional Development Charges Reduction Program; and

WHEREAS redevelopment or remediation projects previously approved by City Council under the City's Community Improvement Plans cannot request a matching incentive from Niagara Region unless a complete application, including executed agreement, is submitted by October 1st, 2024, thereby severely limiting the feasibility of many developments.

THEREFORE BE IT RESOLVED that Council requests that Niagara Region extend the expiration deadline for Niagara Region's Smart Growth Regional Development Charges Reduction Program for a period of three years to October 1st, 2027; and

THEREFORE BE IT FURTHER RESOLVED that Council requests that Niagara Region extend the expiration deadline for Niagara Region's Smarter Niagara Incentive Program Property Rehabilitation and Revitalization Tax Increment Grant for a period of three years to October 1st, 2027, for projects approved by Council under the City's Community Improvement Plans on or before September 30th, 2024; and

THEREFORE BE IT FURTHER RESOLVED that this motion be circulated to all area municipalities.

If you have any questions, please contact the Office of the City Clerk at extension 1512.



Donna Delvecchio, Acting City Clerk
Legal and Clerks Services, Office of the City Clerk
:av



August 30, 2024

Doug Ford
Premier of Ontario

Sent via email: premier@ontario.ca

Dear Honourable Doug Ford:

Please be advised that Brantford City Council at its meeting held August 27, 2024 adopted the following:

12.2.4 Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

WHEREAS all Ontarians deserve and expect a safe and respectful workplace; and

WHEREAS municipal governments, as the democratic institutions most directly engaged with Ontarians, need respectful discourse; and

WHEREAS several incidents in recent years of abuse and workplace harassment have occurred amongst members of municipal councils; and

WHEREAS these incidents seriously and negatively affect the people involved and lower public perceptions of local governments; and

WHEREAS municipal Codes of Conduct are helpful tools to set expectations of Council members' behaviour; and

WHEREAS legislation would hold both accountable and protect all municipal offices; and

WHEREAS municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct and support appropriate accountability when it comes to perpetrating violence and harassment in the workplace; and

WHEREAS the fundamental underlying principle of broadening diversity, equity and inclusion in politics rests on the assumption the workplace is safe; and

WHEREAS government legislation would require Councillors to comply with the workplace violence and harassment policies, establish a process for removing individuals in substantiated cases of egregious violence or harassment, as well as

prevent officials whose seats have been vacated for such reasons from seeking immediate or subsequent re-election; and

WHEREAS the aforementioned elements are consistent with previously developed legislation, as well as current legislation tabled (Bill 207, Municipal Accountability and Integrity Act, 2024).

NOW THEREFORE BE IT RESOLVED:

- A. THAT the Corporation of the City of Brantford supports the call of the Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), Ontario Municipal Administrators Association (OMAA), Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), and more than 207 municipalities, for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments; and
- B. THAT the legislation encompasses:
- i. Updating municipal Codes of Conduct to account for workplace safety and harassment;
 - ii. Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario;
 - iii. Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province;
 - iv. Amending the Municipal Act, 2001 to require the establishment of a Board of Integrity Commissioners;
 - v. Amending both, the Municipal Act, 2001, and the City of Toronto Act, 2006, to allow a Commissioner of the Board of Integrity Commissioners to make an application for judicial review to vacate a member's seat and impose prescribed penalties if the Commissioner is of the opinion that the member has made certain contraventions of the Code of Conduct;
 - vi. Adding provisions to both Acts to allow the Commissioner to seek confirmation of certain determinations from a judge of the Superior Court;
 - vii. Introducing provisions to prohibit a member who has been removed from office from running in the election for the remainder of the term and the subsequent term; and
- C. THAT a copy of this resolution BE FORWARDED to the Premier of Ontario, Doug Ford; Minister of Municipal Affairs and Housing, Paul Calandra; Attorney General, Doug Downey; Charmaine Williams, Associate Minister of Women's

Social and Economic Opportunity; Will Bouma, Member of Provincial Parliament; Larry Brock, Member of Parliament; the Association of Municipalities of Ontario (AMO); and Ontario municipalities.

I trust this information is of assistance.

Yours truly,



Chris Gauthier
City Clerk, cgauthier@brantford.ca

cc Minister of Municipal Affairs and Housing, Paul Calandra
Attorney General, Doug Downey
Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity
Will Bouma, Member of Provincial Parliament
Larry Brock, Member of Parliament
Association of Municipalities of Ontario (AMO)
Ontario municipalities

From: [RoadSafety \(MTO\)](#)
Subject: Proposal to Extend Ontario's E-Scooter Pilot Program – Regulatory Registry Posting
Date: August 28, 2024 12:05:53 PM

You don't often get email from roadsafety@ontario.ca. [Learn why this is important](#)

Dear Valued Stakeholder:

The Ministry of Transportation is seeking feedback on a proposal to extend the Electric Kick-Scooter Pilot Program ([O. Reg. 389/19: Pilot Project - Electric Kick-Scooters](#)) for an additional five (5) years, until November 27, 2029.

We invite you to review the proposal and submit any feedback you may have to the e-mail address provided in the Regulatory Registry posting. The comment period is open from August 28, 2024, to September 27, 2024. Please visit: [Electric Kick-Scooters \(ontariocanada.com\)](#) to view the Regulatory Registry posting.

If you have any questions or require further information, please feel free to contact Marie.Longtin@ontario.ca.

Your insights are invaluable to us as we work to enhance mobility in transportation across Ontario.

Thank you for your continued partnership and feedback.

Safety Program Development Branch
Transportation Safety Division
Ministry of Transportation



PORT COLBORNE

Memorandum

To: Mayor and Council

From: Gail Todd, Staff Liason/Recording Secretary – Grant Allocation Committee

Date: September 5, 2024

Re: Summaries of Grants approved by the Grant Allocation Committee in the Second Allocation 2024

At the Regular Council meeting held on August 27, 2024, Council approved the funding requests for the Grant Committee Second Allocation for 2024.

At the request of Council, a summary is being provided showing how each recipient will be allocating their approved funds:

Big Brothers Big Sisters Niagara

\$4,000 to support current Big and Little matches in Port Colborne, and to restore programming by recruiting volunteers for community-based and in-school mentorships for children who have been waiting since the pandemic.

Community Living Port Colborne Wainfleet

\$3,000 for a respite program for parents and families. The money will help cover costs of transportation, fees, and snacks for activities including day camp.

Habitat for Humanity

\$2,500 to help pay for an energy-efficient heat-pump for the current home being built on Mitchell Street in Port Colborne.

Reach Out Centre

\$5,000 to support weekly groceries, hot meals three times each week, emergency food box delivery for seniors, and school lunch kits for students.

Port Colborne and District Conservation Club

\$2,600 to help pay for energy efficient improvements to the aging club house.

Port Colborne Operatic Society

\$2,000 for upgrades to website to include smartphone compatibility and e-commerce features.

Royal Canadian Legion Branch 56

\$3,000 to help with the cost of an outdoor LED sign and eight security cameras to help deter ongoing thefts and vandalism at the branch.

The Wave (Port Colborne Girls Minor Hockey)

\$2,000 for computer hardware and software to help with administration and marketing programs to manage membership of the association.

Signed

Gail Todd
Staff Liason/Recording Secretary
Grant Allocation Committee

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 Special Closed Meeting and Regular Meeting of September 10, 2024

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 Special Closed Meeting and Regular Meeting of September 10, 2024, 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.
2. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or with respect to the exercise of any powers by the Council, then this by-law is deemed for all purposes to be the by-law required for such authorization or exercise of any powers.
3. 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.
4. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of an administrative, numerical, grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this 10th day of September, 2024.

William C. Steele
Mayor

Carol Schofield
Acting City Clerk