



PORT COLBORNE

City of Port Colborne Council Meeting Agenda

Date: Tuesday, November 12, 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. Disclosures of Interest

6. Proclamations

6.1 Canadian Federation of University Women Welland and District - 16 Days of Activism against Gender-Based Violence Campaign

1

7. Public Meeting

7.1 Public Meeting Report for Proposed Zoning By-law Amendment for Northland Estates, 2024-212

4

8. Presentations

9. 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 905-228-8118.

10. Mayor's Report

11. Regional Councillor's Report

12. Consent Agenda

All items listed in the Consent Agenda are subject to a single motion that is not debatable. A Member may make a brief comment or ask a question regarding a Consent Item prior to the consideration of the motion, however, if an item requires further discussion, debate, or an amendment it must be removed from the Consent Agenda and dealt with under Items Requiring Separate Discussion.

12.1 Approval of Minutes

- a. Regular Council Meeting - October 22, 2024 15

12.2 Receipt of Minutes of Boards & Committees

- a. Port Colborne Public Library Board - October 2, 2024 29
- b. Museum, Culture and Heritage Board - October 15, 2024 34

12.3 Staff Reports

- a. 2025 Borrowing By-law, 2024-204 39
- b. 2025 Interim Tax Billing, 2024-206 43
- c. By-law to establish a Municipal Accommodation Tax, 2024-175 48
- d. Sale of the Alma Street Road Allowance, 2024-166 78
- e. Electric Vehicle Chargers, 2024-197 97
- f. Recommendation for Official Plan Amendment, Zoning By-law Amendment, and Draft Plan of Subdivision for Stonebridge Village Subdivision, 2024-211 242

| | | |
|----|--|-----|
| g. | Recommendation Report for Proposed Zoning By-law Amendment - Vacant Lot Elizabeth Street, 2024-210 | 285 |
| h. | Request to Demolish Heritage Listed Property – 725 King Street, 2024-186 | 293 |
| i. | CAO Annual Review – Policy and Process, 2024-196 | 303 |
| j. | Recommended Appointments to the Boards and Committees – Fall Recruitment Period, 2024-207 | 325 |

12.4 Receipt of Correspondence Items

| | | |
|----|--|-----|
| a. | Office of the Regional Chair, Jim Bradley regarding Made in Ontario Action Plan - Homelessness, Mental Health and Addictions Support | 328 |
| b. | Niagara Region - Waste Management 2025 Operating Budget and Requisition | 332 |
| c. | Town of Grimsby - Town of Grimsby Comments on Pay on Demand Surety Bond Regulation Proposal (ERO 019-9198) | 356 |
| d. | Niagara Peninsula Conservation - Ontario Deposit Return Program Expansion | 361 |
| e. | Niagara Peninsula Conservation - Report No. FA-51-24 regarding Draft Conservation Area Strategy | 362 |
| f. | Niagara Peninsula Conservation - Report No. FA-52-24 re: Draft Watershed-based Resource Management Strategy | 424 |
| g. | Ontario Good Roads Association - Establishment of an Ontario Rural Road Safety Program | 477 |
| h. | Ministry of Transportation - Road Safety Ontario - Electric Kick-Scooter (E-Scooter) Pilot Program Extension | 479 |

13. Items Requiring Separate Discussion

14. Motions

15. Notice of Motions

16. Staff Remarks

17. Councillors' Remarks

18. Procedural Motions

19. By-laws

| | | |
|-------|---|-----|
| 19.1 | By-law to Authorize the Temporary Borrowing of \$6,000,000.00 for 2025 | 480 |
| 19.2 | By-law to Provide for an Interim Tax Levy for the Year 2025 | 481 |
| 19.3 | By-law to establish a Municipal Accommodation Tax and repeal By-law No. 7015/53/22 | 483 |
| 19.4 | By-law to Authorize an Agreement between The City of Port Colborne and Niagara's South Coast Tourism Association and to repeal By-law 7016/54/22 | 498 |
| 19.5 | By-law to Authorize entering into an Agreement of Purchase and Sale with 1000923545 Ontario Inc., regarding Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134; Port Colborne. | 505 |
| 19.6 | By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – HH Knoll Lakeview Park | 519 |
| 19.7 | By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Market Square | 554 |
| 19.8 | By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Main Street West Parking Lot | 589 |
| 19.9 | By-law to Authorize Entering into an Agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. Regarding Lease Agreement for Charging Station Deployment – Vale Health and Wellness Centre | 623 |
| 19.10 | By-law to Adopt Amendment No. 17 to the Official Plan for the City of Port Colborne | 658 |
| 19.11 | By-law to Amend Zoning By-law 6575/30/18 respecting the land legally known as Part of Lot 31, Concession 2, Geographic Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara. | 667 |

19.12 By-law to Amend Zoning By-law 6575/30/18 Respecting Vacant City-owned Lands on Elizabeth Street, North of the Friendship Trail

674

20. Closed Session

20.1 Approval of Closed Session Minutes

a. Regular Council Meeting (Closed Session) - October 22, 2024

20.2 Confidential Memorandum to Council

Confidential Memorandum to Council pursuant to the *Municipal Act, 2001*, subsection 239 (2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

20.3 Confidential Memorandum to Council

Confidential Memorandum to Council pursuant to the *Municipal Act, 2001* subsection 239 (2)(b) personal matters about an identifiable individual, including municipal or local board employees and subsection 239 (2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

20.4 Confidential Appendix A to Report 2024-207

Confidential Memorandum to Council pursuant to the *Municipal Act, 2001*, subsection 239 (2)(b) personal matters about an identifiable individual, including municipal or local board employees.

21. Confirmatory By-law

21.1 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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22. Adjournment



To: Mayor Bill Steele and Port Colborne Councillors,

I am reaching out on behalf of Canadian Federation of University Women Welland and District and local organizations who are working to end gender-based violence, to request your continued participation in the 16 Days of Activism against Gender-Based Violence campaign. The 16 Days of Activism Against Gender-Based Violence begins on Monday, November 25, the International Day for the Elimination of Violence Against Women and ends on December 10, International Human Rights Day.

We are working to coordinate our requests to each municipality and are asking you to proclaim November 25th as the International Day for the End of Violence Against Women and to raise a Wrapped in Courage flag (purple) to create awareness and promote gender equality. As well, we are requesting permission to display Red dresses at various locations to acknowledge Missing and Murdered Indigenous Women, Girls and 2S+ (MMIWG2S+) . This will help to keep the issue of eliminating violence against women at the top of local, national and global agendas, and is an opportunity for each mayor and council to issue a reaffirming statement of support and promote awareness of this violence and the need for resources and help for victims.

We wish to thank you for your consideration of this request and for all you have done other years to raise awareness of domestic violence and to support our organizations. If there is additional information that any of us can provide, please let me know. If your town is planning any activities for the 16 Days of Activism we will be happy to participate and assist in any way possible.

Please confirm your receipt of this email.

Sincerely,
Gwenn Alves
Advocacy Committee CFUW Welland and District
gwennralves@gmail.com

On behalf of Birchway (formerly Women's Place of South Niagara), NiagaraRegion Sexual Assault Clinic and other community agencies.

16 Days of Activism beginning November 25 International Day for the Elimination of Gender-Based Violence Against Women until December 10 Human Rights Day

Whereas violence continues to be the greatest gender inequality rights issue for women, girls, and gender-diverse people and

Whereas November is Women Abuse Prevention Month in Ontario and

Whereas Our community is committed to ending all forms of gender-based violence

Now therefore, we proclaim and declare

The 16 Days of Activism Against Gender- Based Violence to begin

November 25 and continue until December 10

And urge all citizens to recognize these days to increase awareness and to take action to support survivors of gender-based violence.



PORT COLBORNE

November 12, 2024

Mover Councillor
Seconder Councillor

WHEREAS violence continues to be the greatest gender inequality rights issue for women, girls, and gender-diverse people; and

WHEREAS November is Women Abuse Prevention Month in Ontario; and

WHEREAS Our community is committed to ending all forms of gender-based violence

NOW THEREFORE, I Mayor William C. Steele do hereby proclaim that The 16 Days of activism Against Gender- Based Violence to begin November 25 (International Day for the Elimination of Gender-Based Violence Against Women) until December 10 (Human Rights Day).

And I urge all citizens to recognize these days to increase awareness and to take action to support survivors of gender-based violence.

William C. Steele
Mayor



Subject: Public Meeting Report for Proposed Zoning By-law Amendment for Northland Estates

To: Council - Public Meeting

From: Development and Government Relations Department

Report Number: 2024-212

Meeting Date: November 12, 2024

Recommendation:

That Development and Government Relations Department – Planning Division Report 2024-212 be received for information.

Purpose:

The purpose of this report is to provide Council with information regarding a Zoning By-law Amendment Application submitted by Matt Kernahan of Garden City Development on behalf of the owner 2600261 Ontario Inc. for the Northland Estates Draft Plan of Subdivision.

Background:

The Northland Estates Draft Plan of Subdivision (D12-01-22) and corresponding Zoning By-law Amendment (D14-06-22) (hereinafter referenced as the “original applications”) were first presented to City Council at a Public Meeting on September 20, 2022. Following fulsome review from City, Regional, and NPCA staff, City Council approved the original applications for Draft Plan of Subdivision and Zoning By-law Amendment on September 26, 2023.

Following Council’s approval of the original applications on September 26, 2023, the City received a formal appeal to the Ontario Land Tribunal (OLT) of the original Zoning By-law Amendment Application. The reason for the appeal was predominantly related to sanitary servicing capacity. The appeal was dismissed on May 31, 2024, on the basis that the corresponding Draft Plan conditions approved by Council adequately addressed the servicing concerns raised in the appeal.

Since the approval of the original applications, the applicant has been working through their Draft Plan conditions. Due to changing conditions with the housing market, the applicant has decided to propose additional changes to the Draft Plan of Subdivision in order to respond to these changing market conditions. A concurrent redline revision (changes to the approved Draft Plan) has been submitted to the City which proposes to decrease the number of single-detached dwellings from 120 to 44, increase the number of townhouse dwellings from 46 to 189, and add four semi-detached dwellings. In order to implement this proposed redline revision to the Draft Plan, a Zoning By-law Amendment is required to refine the provisions of the originally approved Zoning By-law. The following changes to the previously approved Zoning By-law are provided below:

| Zoning By-law Section | Provision | Required | Proposed |
|-------------------------------|---|--------------------|--------------------|
| 2.19.1 | Minimum setback for uncovered stairs of the first storey of a dwelling to a lot line | 0.5 m | 0.3 m |
| 3.2 | Minimum parking space width of parking space obstructed on two sides | 3.5 m | 3 m |
| 37 (Special Provision: R3-73) | Minimum lot area for townhouses | 180 m ² | 160 m ² |
| 7.8 (c) | Minimum front yard setback | 6 m | 7.5 m |
| 7.8 (e) | Minimum corner side yard setback | 4.5 m | 3 m |
| 2.19.1 | Minimum corner side yard setback from a deck 1.2m or greater above the ground floor level to a lot line | 4.5 m | 1.5 m |
| 7.8 (g) | Maximum dwelling height | 11 m | 12 m |

These current applications have been submitted along with the following materials:

- Proposed redline revisions to Draft Plan
- Sample Townhouse Plans
- Sample Building Elevations
- Site Plan
- Updated Functional Servicing Report (FSR)
- Updated Traffic Impact Study (TIS)

These materials have been provided on the City's [Current Applications](#) webpage.

Discussion:

These applications will be reviewed with consideration of applicable policies in the Provincial Planning Statement (2024), the Niagara Official Plan (2022), the City of Port Colborne Official Plan (2013), and the City of Port Colborne Comprehensive Zoning By-law 6575/30/18. A further policy review will follow when the recommendation report for these applications returns to Council for their decision.

Provincial Planning Statement, 2024

The Provincial Planning Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The subject lands are within a “settlement area” according to the PPS.

Section 2.2.1 of the PPS states that planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by permitting and facilitating all types of residential intensification, including the development and introduction of new housing options within previously developed areas.

Section 2.3.1.1 provides that settlement areas shall be the focus of growth and development. Section 2.3.1.2 adds that land use patterns within settlement areas should be based on densities and a mix of land uses which efficiently use land and resources and optimize existing and planned infrastructure.

Section 2.3.1.3 provides that planning authorities shall support general intensification and redevelopment to support the achievement of complete communities, including by planning for a range and mix of housing options and prioritizing planning and investment in the necessary infrastructure and public service facilities.

Section 2.3.1.5 provides that planning authorities are encouraged to establish density targets for designated growth areas based on local conditions.

Section 2.3.1.6 provides that planning authorities should establish and implement phasing policies, where appropriate, to ensure that development within designated growth areas is orderly and aligns with the timely provision of the infrastructure and public service facilities.

Niagara Official Plan, 2022

The Niagara Official Plan (NOP) designates the subject lands as within the “Urban Area Boundary” and “Designated Greenfield Area”. Policies within the NOP generally encourage development within the Urban Area and Greenfield Areas provided the development builds a compact, mixed use, transit supportive, active transportation friendly community. A density target of 50 people and jobs per hectare is targeted for

Greenfield development. Chapter 2 of the NOP sets out specific policies for the above and will be used to assess the application when a recommendation report is brought forward at a future date.

City of Port Colborne Official Plan

According to Schedule A: City Wide Land Use, the City of Port Colborne’s Official Plan (OP) designates the subject property as **Urban Residential**. Land uses in the Urban Residential designation include residential uses, neighbourhood commercial uses, cemeteries, parks, schools, community facilities, and institutional uses normally located in residential areas.

Additionally, the land is located within the Designated Greenfield Area, based on Schedule A1. Policies within sections 2.4.4 and 3.2.1 of the Official Plan will be used to assess the application when a recommendation report is brought forward to a future meeting of council. The sections provide policy direction on lands within the greenfield areas as well as the general policies of the Urban Residential designation.

City of Port Colborne Zoning By-law 6575/30/18

The current zoning of the subject lands is R3-73, MU-64, Public and Park (P), and Environmental Conservation (EC) in accordance with the previously approved original Zoning By-law Amendment 7141/83/23 (attached as Appendix A). As referenced previously, the specific amendments that are requested to the original by-law are provided below:

| Zoning By-law Section | Provision | Required | Proposed |
|-------------------------------|---|--------------------|--------------------|
| 2.19.1 | Minimum setback for uncovered stairs of the first storey of a dwelling to a lot line | 0.5 m | 0.3 m |
| 3.2 | Minimum parking space width of parking space obstructed on two sides | 3.5 m | 3 m |
| 37 (Special Provision: R3-73) | Minimum lot area for townhouses | 180 m ² | 160 m ² |
| 7.8 (c) | Minimum front yard setback | 6 m | 7.5 m |
| 7.8 (e) | Minimum corner side yard setback | 4.5 m | 3 m |
| 2.19.1 | Minimum corner side yard setback from a deck 1.2m or greater above the ground floor level to a lot line | 4.5 m | 1.5 m |

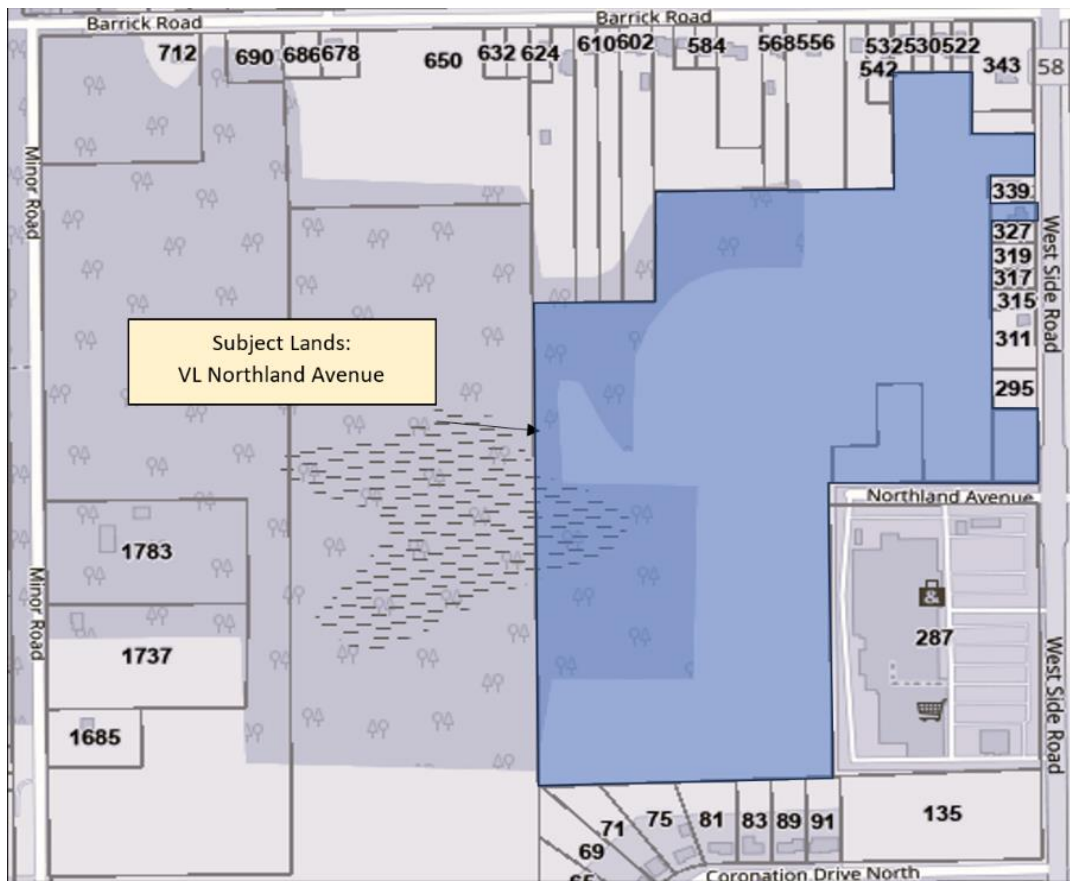
| | | | |
|---------|-------------------------|------|------|
| 7.8 (g) | Maximum dwelling height | 11 m | 12 m |
|---------|-------------------------|------|------|

Redline Revision to Draft Plan of Subdivision

The redline revision to the Draft Plan of Subdivision proposes to decrease the number of single-detached dwellings from 120 to 44, increase the number of townhouse dwellings from 46 to 189, and add four semi-detached dwellings. The application also seeks to refine the lot configuration. The proposed redline revision has been attached as Appendix B to this report.

Surrounding Land Uses and Zoning

The parcels surrounding the subject lands are zoned First Density Residential (R1) and Residential Development (RD) to the north; Institutional (I), Fourth Density Residential (R4), Commercial Plaza (CP), Third Density Residential (R3), and R1 to the east; R1 to the south; and Rural Residential (RR) with an Environmental Conservation (EC) overlay to the west. The surrounding land uses consist of residential, commercial, and institutional uses, and of vacant environmentally protected lands.



Internal Consultations:

The applications were circulated on October 23, 2024, and the following comments have been received as of the date of preparing this report:

Drainage Superintendent

No comments with respect to municipal drains.

Enbridge

No objections to the applications at this time, however they reserve the right to amend or remove development conditions.

Port Colborne Fire Department

No objection to the application. Concern with respect to the emergency access from Westside Road (to be addressed through the concurrent redline revision).

Financial Implications:

There are no direct financial implications with this report.

Public Engagement:

Notice of the Public Meeting was circulated in accordance with Section 34 of the *Planning Act*. As of the date of preparing this report, no comments from the public have been received.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Increased Housing Options
 - Sustainable and Resilient Infrastructure
-

Conclusion:

Planning staff are not providing a recommendation on the proposed Zoning By-law Amendment or redline revision to the Draft Plan of Subdivision at this time to allow all agency, public, and Councillor comments to be received and considered prior to a decision being made. The recommendation report will return to Council at a future meeting.

Appendices:

- a. Zoning By-law Amendment 7141/83/23
- b. Proposed Redline Revisions

Prepared and submitted by,

David Schulz, BURPI, MCIP, RPP
Manager of Planning
(905) 228-8117
david.schulz@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law no. 7141/83/23

Being a by-law to amend Zoning By-law 6575/30/18 respecting lands legally described Part of Lot 31, Concession 2, Geographic Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule "A8" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from:

| | | |
|--------------------------------------|----|---|
| Third Density Residential (R3) Zone | to | Mixed Use (MU-74) Site-Specific Zone |
| Residential Development (RD) Zone | to | Mixed Use (MU-74) Site-Specific Zone |
| Residential Development (RD) Zone | to | Environmental Conservation (EC) Zone |
| Residential Development (RD) Zone | to | Public and Park (P) Zone |
| Residential Development (RD) Zone | to | Third Density Residential (R3-73) Site- Specific Zone |
| Environmental Conservation (EC) Zone | to | Third Density Residential (R3-73) Site- Specific Zone |

3. That Section 37 entitled "Special Provisions" of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

R3-73

Notwithstanding the provisions of the Third Density Residential (R3) Zone, the following regulations shall apply to Street Townhouse Dwellings:

- a. Minimum Lot Area 180 square metres
- b. Minimum Interior Side Yard 1.5 metres

Notwithstanding the provisions of the Third Density Residential (R3) Zone, the following regulations shall apply to Detached Dwellings:

- a. Minimum Lot Area 327 square metres

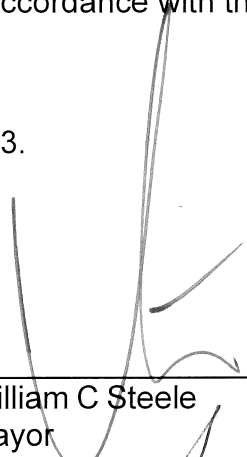
MU-74

Notwithstanding the provisions of the Mixed-Use Zone, the following regulation shall apply to Mixed Use (Residential and Non-residential) Buildings:

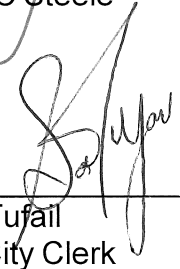
- a. Maximum Height 14 metres

4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the Planning Act.
5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the Planning Act.

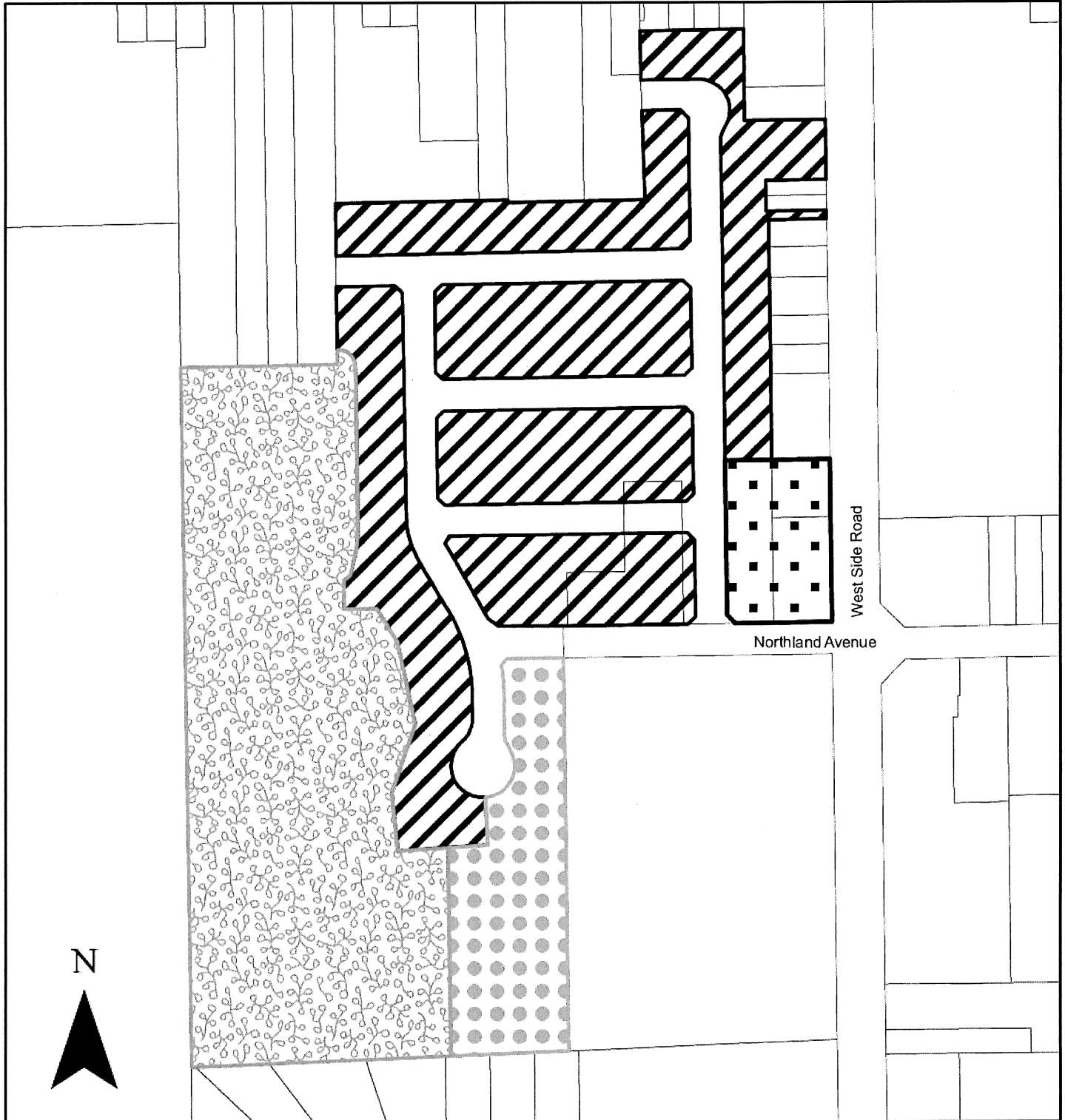
Enacted and passed this 26th day of September, 2023.



William C Steele
Mayor



Saima Tufail
Acting City Clerk



This is Schedule A to By-law 7141/83/23 passed this
26th day of September, 2023

Northland Estates Draft Plan of Subdivision
Zoning By-law Amendment File No. D14-06-22
September 2023 – Not to scale

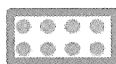
Legend



Lands to be rezoned to R3-73



Lands to be rezoned to MU-74



Lands to be rezoned to Public and Park (P)



Lands to be rezoned to Environmental Conservation

NORTHLAND ESTATES CITY OF PORT COLBORNE

STREET TOWNHOUSE BLOCK UNIT AREA

| | | | | | |
|---|---|----------------------|--------|----------------------|---|
| BLOCK 45 TOTAL AREA = 1756.55m ² | UNIT A | 369.16m ² | UNIT A | 231.00m ² | BLOCK 56 TOTAL AREA = 1542.00m ² |
| | B | 172.62m ² | B | 160.00m ² | UNIT A |
| | C | 172.62m ² | C | 160.00m ² | B |
| | D | 172.62m ² | D | 160.00m ² | C |
| | E | 172.62m ² | E | 160.00m ² | D |
| | F | 172.62m ² | F | 160.00m ² | E |
| | G | 172.62m ² | G | 160.00m ² | F |
| | H | 172.62m ² | H | 160.00m ² | G |
| BLOCK 46 TOTAL AREA = 1471.62m ² | BLOCK 57 TOTAL AREA = 865.86m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 47 TOTAL AREA = 1141.3m ² | BLOCK 58 TOTAL AREA = 865.86m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 48 TOTAL AREA = 1124.94m ² | BLOCK 59 TOTAL AREA = 865.86m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 49 TOTAL AREA = 1122.00 | BLOCK 60 TOTAL AREA = 865.86m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 50 TOTAL AREA = 1521.78m ² | BLOCK 61 TOTAL AREA = 1542.00m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 51 TOTAL AREA = 865.86m ² | BLOCK 62 TOTAL AREA = 1542.00m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 52 TOTAL AREA = 865.86m ² | BLOCK 63 TOTAL AREA = 1542.00m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 53 TOTAL AREA = 1542.00m ² | BLOCK 64 TOTAL AREA = 1542.00m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 54 TOTAL AREA = 1542.00m ² | BLOCK 65 TOTAL AREA = 865.86m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 55 TOTAL AREA = 1542.00m ² | BLOCK 66 TOTAL AREA = 865.86m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 56 TOTAL AREA = 825.13m ² | BLOCK 67 TOTAL AREA = 769.07m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 57 TOTAL AREA = 166.89m ² | BLOCK 68 TOTAL AREA = 743.27m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |
| BLOCK 58 TOTAL AREA = 166.07m ² | BLOCK 69 TOTAL AREA = 825.13m ² | | | | |
| UNIT A | UNIT A | | | | |
| B | B | | | | |
| C | C | | | | |
| D | D | | | | |
| E | E | | | | |
| F | F | | | | |
| G | G | | | | |
| H | H | | | | |



DRAFT PLAN OF SUBDIVISION

LEGAL DESCRIPTION

PART OF LOT 24, CONVESSION 2
GEOGRAPHIC TOWNSHIP OF NIAGARA
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

OWNER'S CERTIFICATE

BEING THE REGISTERED OWNER, I HEREBY
AUTHORIZE UPPER CANADA CONSULTANTS TO
PREPARE AND SUBMIT TO THE CITY OF PORT COLBORNE
SUBDIVISION TO THE CITY OF PORT COLBORNE
FOR APPROVAL.

26002061-ONTARIO INC. DATE: JUNE 24, 2022

2751131-ONTARIO INC. DATE: JULY 22, 2022

ARTHUR SEKO DATE: JULY 22, 2022

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF
THE LANDS TO BE SUBDIVIDED ARE
CORRECTLY SHOWN.

ROY S. GRUBBS, P. Eng., Ontario Land Surveyor
1000 Lakeshore Blvd. East, Suite 1000
(a Division of J.D. Burns & Associates Ltd.)

REQUIREMENTS OF SECTION 51(17) OF THE PLANNING ACT

- a) SEE PLAN
- b) SEE PLAN
- c) SEE PLAN
- d) SEE PLAN
- e) SEE PLAN
- f) SEE PLAN
- g) SEE PLAN
- h) SEE PLAN
- i) SEE PLAN
- j) VARIOUS FEATURES
- k) SEE PLAN
- l) SEE PLAN
- m) FULL SERVICE
- n) MUNICIPAL WATER
- o) SEE PLAN

| | | | |
|---|----------------------------------|------------|------|
| 2 | PROPOSED REDLINE REVISION | 2024-07-09 | A.S |
| 1 | REVISED AS PER REGION'S COMMENTS | 2022-11-25 | M.K |
| 0 | ISSUED FOR APPROVAL | 2022-10-03 | M.K |
| F | REGISTER | DATE | INIT |



DRAFTING MK/AS
DATE JULY 9, 2024

PRINTED JULY 9, 2024

SCALE 1:15000

DWG No. 21132-DP REV 1

DRAFT PLAN OF SUBDIVISION (REDLINE)

| | | | |
|---|--------|----------------------|---|
| BLOCK 70 TOTAL AREA = 1054.60m ² | UNIT A | 285.54m ² | BLOCK 73 TOTAL AREA = 1609.77m ² |
| | B | 179.27m ² | UNIT A |
| | C | 179.45m ² | B |
| | D | 179.61m ² | C |
| | E | 280.75m ² | D |
| BLOCK 71 TOTAL AREA = 1060.00m ² | UNIT A | 228.45m ² | BLOCK 74 TOTAL AREA = 1561.90m ² |
| | B | 195.54m ² | UNIT A |
| | C | 222.85m ² | B |
| | D | 413.00m ² | C |
| BLOCK 72 TOTAL AREA = 1843.93m ² | UNIT A | 260.91m ² | BLOCK 75 TOTAL AREA = 1421.38m ² |
| | B | 174.01m ² | UNIT A |
| | C | 213.61m ² | B |
| | D | 219.41m ² | C |
| | E | 219.41m ² | D |
| | F | 219.41m ² | E |
| | G | 219.41m ² | F |
| | H | 317.81m ² | G |
| BLOCK 73 TOTAL AREA = 1609.77m ² | UNIT A | 224.31m ² | BLOCK 76 TOTAL AREA = 1561.90m ² |
| | B | 182.64m ² | UNIT A |
| | C | 182.69m ² | B |
| | D | 182.74m ² | C |
| | E | 182.79m ² | D |
| | F | 182.84m ² | E |
| | G | 182.89m ² | F |
| | H | 278.87m ² | G |
| BLOCK 74 TOTAL AREA = 1561.90m ² | UNIT A | 233.74m ² | BLOCK 77 TOTAL AREA = 1421.38m ² |
| | B | 182.19m ² | UNIT A |
| | C | 182.22m ² | B |
| | D | 182.30m ² | C |
| | E | 182.35m ² | D |
| | F | 182.40m ² | E |
| | G | 182.45m ² | F |
| | H | 234.22m ² | G |
| BLOCK 75 TOTAL AREA = 1421.38m ² | UNIT A | 279.15m ² | BLOCK 78 TOTAL AREA = 1421.38m ² |
| | B | 181.81m ² | UNIT A |
| | C | 181.85m ² | B |
| | D | 181.90m ² | C |
| | E | 181.95m ² | D |
| | F | 181.01m ² | E |
| | G | 233.66m ² | F |

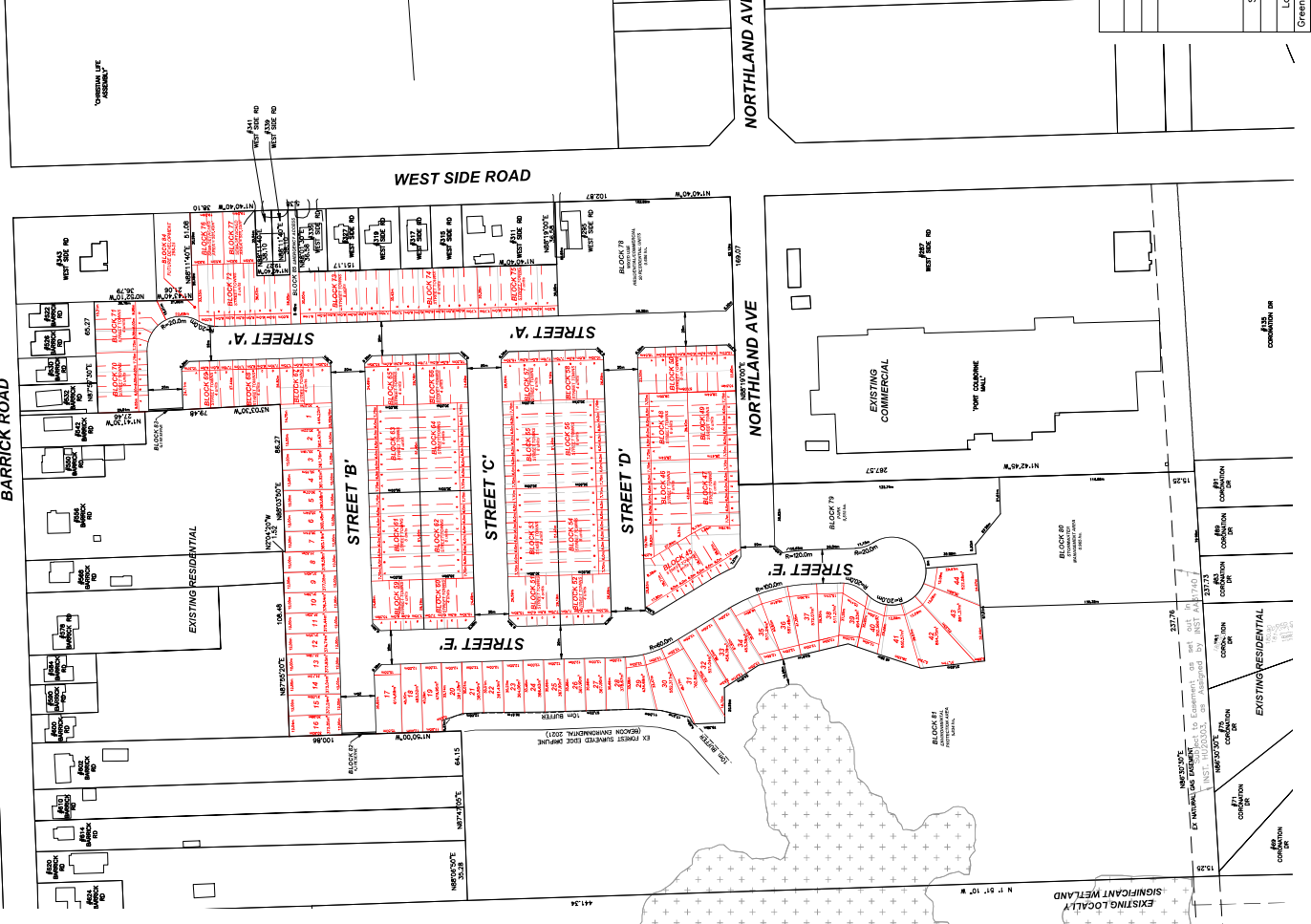
LAND USE SCHEDULE

| LAND USE | LOT/BLOCK | UNIT NO. | AREA(m ²) | AREA(%) |
|-------------------------------|-----------|----------|-----------------------|---------|
| SINGLE FAMILY RESIDENTIAL | 1-44 | 44 | 1,093 | 11.06 |
| STREET TOWN RESIDENTIAL | 45-75 | 109 | 3,928 | 22.96 |
| SEMI-DETACHED RESIDENTIAL | 76-77 | 4 | 0.116 | 0.13 |
| WATERWAY/CONFL. | 78 | 30 | 0.515 | 3.02 |
| STORMWATER MGMT FACILITY | 80 | 1,373 | 8.24 | 8.24 |
| ENVIRONMENTAL PROTECTION AREA | 81 | 5,424 | 32.54 | 32.54 |
| 0.3m RESERVE | 82-83 | 0.004 | 0.02 | 0.02 |
| FUTURE DEVELOPMENT | 84 | 0.030 | 0.15 | 0.15 |
| EMERGENCY ACCESS | 85 | 2.665 | 15.29 | 15.29 |
| ROADWAY | | | | |
| TOTAL | | 287 | 16,670 | 100.00 |

DEVELOPABLE AREA (EXCLUDING EPA) = 10,836m²
DEVELOPABLE DENSITY = 26.48 units/ha

GREENFIELD DENSITY CALCULATION

| People | | Jobs | |
|--------------------|---|--------------------|---|
| Units | Ratio | Units | Ratio |
| 287 Dwellings | 2.28 people per dwelling | 287 Dwellings | 1.45 jobs per dwelling |
| | | | |
| Subtotal | 654.36 people | Subtotal | 47.50 jobs |
| Total | 701.86 people and jobs | Total | 51.95 people and jobs |
| Land Area | 10.84 hectares (exclusive of the Environmental Protection Area) | Land Area | 10.84 hectares (exclusive of the Environmental Protection Area) |
| Greenfield Density | 64.75 people and jobs per hectare | Greenfield Density | 47.92 people and jobs per hectare |



DRAWING FILE: P:\21132\Drawings\21132_MKT_2024.dwg PLOTTER: JPL 08/2024 - 100mm PLOTTED BY: dmw@ucp.com



City of Port Colborne
Council Meeting Minutes

Date: Tuesday, October 22, 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
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
D. Elliott, Councillor
T. Hoyle, Councillor
W. Steele, Mayor (presiding officer)

Staff Present: J. Beaupre, Deputy Clerk
B. Boles, Director of Corporate Services/Treasurer
S. Luey, Chief Administrative Officer
G. Long, Director of Development and Government Relations
C. Madden, City Clerk
S. Shypowskyj, Director of Public Works
D. Schulz, Manager of Planning

1. Call to Order

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

2. National Anthem

Everyone stood for the national anthem.

3. Land Acknowledgement

Councillor Elliott 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 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

Moved by Councillor F. Danch
Seconded by Councillor T. Hoyle

That the Council agenda dated October 22, 2024, be confirmed, as amended.

Carried

5. Disclosures of Interest

5.1 Councillor E. Beauregard - Development Charges By-law, 2024-191

I, Eric Beauregard, declare a conflict of interest as my employer has provided comments on the item.

5.2 Councillor E. Beauregard - Development Charges By-law

I, Eric Beauregard, declare a conflict of interest as my employer has provided comments on the item.

6. Proclamations

6.1 Royal Canadian Legion - Poppy Week Campaign October 26th through to November 11, 2024

Moved by Councillor R. Bodner
Seconded by Councillor D. Elliott

That I, Mayor William C. Steele do hereby proclaim October 26th, 2024, to November 11th, 2024 as “Poppy Week” in the City of Port Colborne in honour of the men and women from Port Colborne who gave their lives during the two world wars, the Korean War and the Afghanistan War.

Carried

7. Presentations

7.1 Lori Watson, Director, Niagara Region, Community Services - Niagara Region Poverty Reduction Strategy Presentation

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

That the presentation on poverty reduction strategy from the Niagara Region be received.

Carried

8. Delegations

8.1 Niagara Home Builder's Association

a. City of Port Colborne - Staff Response

8.2 Melissa Bigford - 173 Chippawa Road (Resident)

Melissa Bigford delegated on item 12.3 (b), Recommendation Report for Proposed Zoning By-law Amendment at 281 Chippawa Road, 2024-192.

9. Mayor's Report

A copy of the Mayor's report is attached.

10. Regional Councillor's Report

Regional Councillor Davies was absent.

11. Motions Arising from Committees and Boards

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

That items 11.1 and 11.3 be approved and the recommendations contained therein be adopted.

Carried

11.1 Committee of the Whole - Budget - 2025 Capital and Related Project Budget and Levy Budget, 2024-184

11.2 Committee of the Whole - Budget - 2025 Proposed User Fees and Charges, 2024-183

Moved by Councillor G. Bruno
Seconded by Councillor E. Bearegard

That Council endorse the following motion from the Budget Committee of the Whole:

That Corporate Services Department Report 2024-183 BE RECEIVED.

That the 2025 Proposed User Fees and Charges schedules attached as Appendices A to P of Corporate Services Report 2024-183 BE APPROVED; and

That the draft by-law attached as Appendix Q of Corporate Services Report 2024-183 be brought forward to Council for consideration.

Amendment:

Moved by Councillor G. Bruno

Seconded by Councillor E. Beauregard

That the 2025 Proposed User Fees and Charges, specifically the 2025 Planning fees be referred back to the Director of Corporate Services and the Director of Development and Government Relations for further review and investigation with respect to major and minor applications; and

That the 2025 Proposed User Fees and Charges be brought forward for Council's consideration at the Regular Council Meeting on November 26, 2024.

Carried

11.3 Fire Services Management Oversight Committee - Temporary Agreement Extension

12. Consent Agenda

Moved by Councillor R. Bodner

Seconded by Councillor M. Bagu

That Council hereby approves the listed consent items on the October 22, 2024, agenda; and

That the consent items be approved on the recommendations as contained therein.

Carried

12.1 Approval of Minutes

a. Special Council Meeting - October 1, 2024

- b. **Regular Council Meeting - October 8, 2024**
- c. **Committee of the Whole - Budget - October 16, 2024**

12.2 Receipt of Minutes of Boards & Committees

- a. **Port Colborne Public Library Board - September 2, 2024**
- b. **Heritage Advisory Sub Committee - May 13, 2024 and August 19, 2024**

12.3 Staff Reports

Items 12.3 a. and 12.3 b

. were lifted from the Consent Agenda and considered under Item 13.

12.4 Receipt of Correspondence Items

Item 12.4 a. was lifted from the Consent Agenda and considered under Item 13.

- b. **Niagara Region - 2025 Meeting Schedule Final**
- c. **Association of Ontario Road Supervisors - Ian Roberts Certification October 2024**
- d. **Town of Cobourg - Motion from Mayor Lucas Cleveland Regarding Support of Involuntary Care for Individuals with Severe Mental Health and Addiction Issues**
- e. **Town of Kirkland Lake - Motion Exotic Animals**
- f. **Municipality of Tweed - OPP Notice of Motion**
- g. **Town of Halton Hills - Provincial Updates to the Municipal Elections Act**

13. Items Requiring Separate Discussion

Items 12.3 a., 12.3 b. and 12.4 a. were lifted from the Consent Agenda and considered under item 13.

13.1 Development Charges By-law, 2024-191

Councillor Beauregard abstained from voting and discussion on this item.

Moved by Councillor M. Aquilina

Seconded by Councillor G. Bruno

That Chief Administrative Office Report 2024-191 be received; and

That Council approve the City of Port Colborne Development Charges By-Law prepared by Watson & Associates attached as Appendix A to this report.

Amendment:

Moved by Councillor R. Bodner

Seconded by Councillor T. Hoyle

That Chief Administrative Office Report 2024-191 be received; and

That Council approve the City of Port Colborne Development Charges By-Law prepared by Watson & Associates attached as Appendix A to this report; **and**

That the Director of Development and Government Relations be directed to bring forward a report in no later than 24 months regarding the status of the Development Charges By-law.

Carried

13.2 Recommendation Report for Proposed Zoning By-law Amendment at 281 Chippawa Road, 2024-192

Moved by Councillor T. Hoyle

Seconded by Councillor E. Beaugard

That Development and Government Relations Department – Planning Division Report 2024-192 be received;

That the Zoning By-law Amendment attached as Appendix A of Planning Division Report 2024-192 be approved.

That the City Clerk be directed to issue the Notice of Passing in accordance with the Planning Act.

Amendment:

Moved by Councillor M. Bagu

Seconded by Councillor T. Hoyle

That Development and Government Relations Department – Planning Division Report 2024-192 be received;

That the Zoning By-law Amendment attached as Appendix A of Planning Division Report 2024-192 be approved;

That the City Clerk be directed to issue the Notice of Passing in accordance with the Planning Act;

That a Public Meeting be held if a Draft Plan of Condominium or Draft Plan of Subdivision is proposed prior to it being brought forward for Council's consideration

Carried

13.3 Ontario's Big City Mayors - Solve the Crisis Campaign regarding Mental Health, Addictions and Homelessness

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beaugard

Whereas there is a humanitarian crisis unfolding on the streets in our cities, large and small, urban and rural, across Ontario. The time for words is over, we need immediate action at all levels of government, starting with the Province of Ontario; and

Whereas the homelessness, mental health and addictions crisis continues to grow with 3432 drug related deaths in Ontario in 2023 and over 1400 homeless encampments across Ontario communities in 2023; and

Whereas the province has provided additional funding and supports, such as the recent investment of \$378 million for HART Hubs and approximately 375 beds with wraparound supports, it does not adequately address the growing crisis and the financial and social impact on municipalities and regions across the province; and

Whereas municipalities and regions are stepping up and working with community partners to put in place community-specific solutions to address this crisis, but municipalities and regions lack the expertise, capacity, or resources to address these increasingly complex health care and housing issues alone; and

Whereas this is primarily a health issue that falls under provincial jurisdiction and municipalities and regions should not be using the property tax base to fund these programs; and

Whereas there is no provincial lead focused on this crisis leading to unanswered questions that span over a dozen ministries, and a lack of support to manage the increasing needs of those who are unhoused.

Therefore, be it resolved that the City of Port Colborne supports the SolveTheCrisis.ca Campaign;

And calls on provincial and federal governments to commit to immediate action to solve the Humanitarian Crisis that Ontario is facing as the numbers of unhoused individuals and those suffering with mental health & addictions grows exponentially;

AND that the province officially makes Homelessness a Health Priority;

AND appoints a responsible Minister and Ministry with the appropriate funding and powers as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions and wrap around supports;

AND that the provincial government strike a task force with broad sector representatives including municipalities, regions, healthcare, first responders, community services, the business community and the tourism industry to develop a Made in Ontario Action Plan;

AND that this provincial task force reviews current programs developed by municipalities, regions and community partners that have proven successful in our communities, to ensure that solutions can be implemented quickly and effectively to tackle this crisis.

AND that the federal government is included in these conversations.

AND that both levels of government provide adequate, sufficient and sustainable funding to ensure that municipalities have the tools and resources to support individuals suffering with mental health and addictions, including unhoused people and those from vulnerable populations that may be disproportionately impacted;

And that this Council calls on the residents of the City of Port Colborne to join us in appealing to the provincial and federal governments for support by visiting SolveTheCrisis.ca and showing your support.

AND further that a copy of this motion be sent to:
The Right Honourable Justin Trudeau, Prime Minister of Canada

- The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada
- The Honourable Doug Ford, Premier of Ontario
- The Honourable Sylvia Jones, Deputy Premier and Minister of Health
- The Honourable Paul Calandra, Minister of Municipal Affairs and Housing
- The Honourable Michael Parsa, Minister of Children, Community and Social Services
- The Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions
- Local MPs
- Local MPPs and
- Ontario's Big City Mayors

Carried

14. **Motions**

There were no motions.

15. **Notice of Motions**

There were no notices of motions.

16. **Staff Remarks**

Charlotte Madden, City Clerk, explained that the Board and Committee fall recruitment period is still open until October 25, 2024, and she encouraged all residents to apply.

Bryan Boles, Director of Corporate Services, explained that they will have the rate budget posted publicly in the next two weeks for residents and Council to look at. Additionally, He noted the Movies in the Gym event at the Vale Health and Wellness Centre is also a food drive; the City has partnered with Port Cares for this.

David Schulz, Manager of Planning, noted there will be a Public Meeting on November 5, 2024, for three planning applications.

Gary Long, Director of Development and Government Relations, congratulated David Schulz on his new appointment as Manager of Planning. He also informed Council that they have hired a Planner part-time, Craig Larmour.

Scott Luey, Chief Administrative Officer, congratulated Ian Roberts on obtaining his certified road supervisor certificate. He also congratulated him on his new endeavors as he is leaving the City of Port Colborne.

17. Councillors' Remarks

Councillor Bodner announced there will be a Remembrance Day ceremony at Centennial Park - Cedar Bay beach on November 11, 2024.

Councillor Hoyle explained that the Environmental Advisory Committee will be hosting a presentation at the Port Colborne Library on residential electrification from 6:30 p.m. - 7:30 p.m. on October 28, 2024.

Councillor Danch noted that residents on Borden Avenue and Omer Avenue have expressed concerned about the speed of dirt bikes and four-wheelers and encouraged folks to slow down.

Councillor Elliot inquired to Steve Shypowskyj, Director of Public Works, about the Homewood watermain construction. He also congratulated Public Works staff regarding the road work on King Street.

Councillor Bagu explained that he has received several complaints about speeding around the Sugarloaf Street area and inquired about more police patrolling. He also explained that he has received some complaints from residents at the west end of Stanley Street about flushing after the sanitary sewers were flushed and inquired about the process to Steve Shypowskyj, Director of Public Works.

Councillor Beauregard congratulated David Schulz, Manager of Planning, on his promotion.

Councillor Aquilina requested an update from the CAO and the Mayor regarding the meeting with EMS.

18. Procedural Motions

There were no procedural motions.

19. By-laws

19.1 2025 User Fees and Charges By-law

This by-law was not voted on due to the corresponding recommendation being referred back staff.

19.2 Development Charges By-law

Councillor E. Beauregard declared a conflict on this item. (I, Eric Beauregard, declare a conflict of interest as my employer has provided comments on the item.) Councillor Beauregard abstained from voting on this item.

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

That the following by-law, A By-law of The Corporation of the City of Port Colborne with Respect to Development Charges, be enacted and passed, as presented.

Carried

19.3 By-law to Amend Zoning By-law 6575/30/18 - 281 Chippawa Road

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

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

That the following by-laws be enacted and passed, as presented:

- A By-law to Amend Zoning By-law 6575/30/18 - 281 Chippawa Road
- A By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne

Carried

20. Closed Session

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

That Council do now proceed to meet in Closed Session under:

- Section 239(2)(d) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is labour relations or employee negotiations.
- Section 239(2)(f) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is advice that is subject to

solicitor-client privilege, including communications necessary for that purpose.

- Section 239 (b) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered are personal matters about an identifiable individual, including municipal or local board employees.

Carried

20.1 Approval of Minutes

- a. Council in Closed Session - August 27, 2024**
- b. Special Council (Closed Session) - September 4, 2024**
- c. Special Council (Closed Session) - October 1, 2024**

20.2 Staff Reports

- a. Labour Relations Negotiations Update - Report 2024-173**
- b. Annual CAO Review Process - Report 2024-187**

21. Back to Open Session

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

That Council does now rise and reconvene from closed session at 8:54 p.m. with report.

Carried

22. Adjournment

Mayor Steele adjourned the meeting at 8:55 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk

Mayor's Report

It's great to be back with everyone after a wonderful trip to Japan to showcase Port Colborne to partners on the other side of the world, but more on that later.

I'll begin by sharing that I will receive the first official poppy Thursday, Oct. 24 from Royal Canadian Legion Branch 56 to mark the beginning of the annual poppy campaign. Every year, tens of millions of Canadians wear a poppy as a visual pledge to honour Canada's veterans and remember those who sacrificed for the freedoms we enjoy today. The poppy remains an enduring symbol of strength and remembrance. Residents are encouraged to support the poppy campaign once again this year. Donations collected during the campaign are held in trust at the branch level of the Royal Canadian Legion, and they directly support veterans and their families within the community to help ensure Canada never forgets.

There will be a series of free family-friendly movies being shown at the Vale Health and Wellness Centre once a month between now and April. Hosted by the City of Port Colborne and the YMCA of Niagara, the movie screenings of favourites like *Mighty Ducks* and *Frozen* will create a fun night out for all ages. The first event will be a screening of *Hotel Transylvania* on October 26. There will also be a number of free public skates sponsored by local partners between now and April at the Vale Health and Wellness Centre, with the next skate taking place Sunday, October 27. Both of these fantastic initiatives create an inviting space for residents and visitors to connect and enjoy shared experiences together.

Of course, the main focus of the early part of the month for me was my recent trip to Japan with CAO Luey. We arrived in Tokyo on Oct. 6, and our meetings began at 9 a.m. the next morning when we were welcomed to the headquarters of the Japanese Ship Owners Association. During our meeting, we gave updates on the Welland Canal and discussed opportunities related to local ship repair companies as well as talking about future development, waterfront properties for marine use, and the Ontario Marine Initiative. Later that day, we met with the Japan Chamber of Commerce and Industry, and gave them a presentation on Port Colborne, which outlined what's currently taking place here in the City as well as new developments at Asahi Kasei and Jungbunzlauer. On Oct. 8, we headed to Moriyama to meet with the city's Mayor, his team and their Department of Education. They were presenting to Niagara College regarding Japanese high school students studying in Niagara, as well as synergies between exchange students. We also presented to the Mayor and his staff about Port Colborne and took part in a Q and A with Moriyama staff.

In the afternoon, we gave a presentation on economic development to Asahi Kasei engineering staff along with our partners from the Niagara Region. On Oct. 9, we began

our day early with a presentation from Asahi Kasei about their Moriyama plant, before we received a tour of the facility. Back in Tokyo on Oct. 10, we met with Asahi Kasei executives and a large number of their young staff to give a presentation done by myself and George Spezza from Niagara Economic Development. Our talk shared what life is like in Port Colborne and Niagara, including discussing physicians, dentists and even where to get groceries.

In the afternoon, we went to a meeting at the Canadian Embassy where we spoke with Minister Louis-Pierre Emond, the head of the Trade Commission in Japan for Canada, as well as another meeting with Christian Howes, the Counsellor Commercial (Ontario) at the Embassy and his staff. Each meeting included investment officers, and we discussed opportunities in Port Colborne and Niagara for Japanese companies. Later that day, we spoke with Special Advisor to the Governor of Tokyo, Sekiguchi Noboru, and his staff about trade between Tokyo and Port Colborne-Niagara.

On Oct. 11, George Spezza and I gave a presentation to the Canadian Chamber of Commerce in Japan. We then held a hotstove discussion with Prasad Puttagunta, Vice-President of Project Management for Asahi Kasei, and Christian Howes from the Canadian Embassy. The discussion was moderated by Karl Pires, Governor of the Canadian Chamber of Commerce in Japan.

We travelled to Kanazawa on Saturday and resumed our meetings Tuesday, Oct. 15, when we spoke with the two Vice Mayors of Kanazawa, where we discussed basketball exchange programs and trade relations. This will lead to ongoing conversations aimed at securing future investment in Port Colborne and Niagara.

All in all, it was a phenomenal trip, where we were able to share about the great things going on here in Port Colborne while making lasting connections in Japan.



Port Colborne Public Library Board Meeting Minutes

Date: Wednesday, October 2, 2024
Time: 6:00 pm
Location: Library Auditorium, Port Colborne Public Library
310 King St, Port Colborne

Members Present: M. Bagu, Councillor
H. Cooper
B. Ingram, Vice-Chair
C. MacMillan
B. Beck
M. Booth
E. Tanini

Member(s) Absent: M. Cooper, Chair
A. Desmarais

Staff Present: R. Tkachuk, Chief Executive Officer (Board Secretary-Treasurer)

1. Call to Order

The Vice-Chair called the meeting to order at 6:03 p.m.

2. Land Acknowledgement

The Vice-Chair recited the Land Acknowledgement Statement.

3. Disclosures of Interest

There were no disclosures of interest.

4. Adoption of Agenda

A letter of resignation from Board Member, Michael Cooper (Chair) dated and received October 2, 2024, was added to the agenda.

Moved by C. MacMillan
Seconded by H. Cooper

That the agenda dated October 2, 2024, be confirmed, as amended.

Carried

Moved by H. Cooper
Seconded by B. Beck

The Board approved the resignation of Board Member, Michael Cooper (Chair).

Carried

Moved by B. Beck
Seconded by H. Cooper

That the Board defer the election of a new Chair until the Board vacancy is addressed.

Carried

5. Approval of Minutes

Moved by M. Booth
Seconded by H. Cooper

That the minutes dated September 4, 2024, be approved, as circulated.

Carried

6. Business Arising from the Minutes

Nil.

7. Consent Items

Moved by C. MacMillan
Seconded by M. Booth

That consent items 7.1 to 7.5 be received, as presented.

Carried

7.1 Financial Reports

- a. **2024 Operating Budget (as of September 27, 2024)**
- b. **2024 Facilities Budget (as of September 27, 2024)**

7.2 Circulation Reports

- a. **Circulation Report, August 2024**
- b. **Circulation Snapshot, August 2024**

7.3 Staff Reports

- a. **Librarian Report, September 2024**

7.4 Media Items

- a. **City Hall News - September 2024**

7.5 Correspondence

- a. **CFLA-FCAB Board Meeting Update - 5 September 2024**
- b. **Joint Statement from NFPL and SCPL**

8. Discussion and Decision Items

8.1 Board Evaluation (M. Cooper)

Michael Cooper was absent, so this was not discussed.

8.2 CEO's Report - Verbal (R. Tkachuk)

The CEO provided an update on programming, services, collections, and ongoing projects.

Moved by H. Cooper

Seconded by B. Beck

That the Board receives the CEO's report, as presented.

Carried

9. Policies

Moved by H. Cooper

Seconded by Councillor M. Bagu

That the Board approves the policies listed in items 9.1 to 9.5, as presented.

Carried

9.1 OP-13: Local History

9.2 OP-14: Information Services

9.3 OP-20: Art Exhibits in the Library

9.4 OP-21: Lendable Technology Items Policy

9.5 OP-22: Lendable Non-Traditional Library Collections

10. Motions

Nil.

11. Notice of Motions

Nil.

12. Roundtable

Trustee, H. Cooper reported on a communications partnership between the library and local schools.

Trustee, M. Booth reported on an opportunity for seniors programming partnerships for the library.

13. Other Business

Nil.

14. Next Meeting Date and Adjournment

The next regular meeting of the Board will be held Wednesday, November 6, 2024, on the Auditorium of the Port Colborne Public Library.

The Vice-Chair adjourned the meeting at approximately 6:51 p.m.

Bryan Ingram, Acting Chair

R. Tkachuk, Chief Executive
Officer (Board Secretary-
Treasurer)

Resignation

From Michael Cooper [REDACTED]
Date Wed 10/2/2024 12:53 PM
To Bryan Ingram [REDACTED] Rachel Tkachuk <Rachel.Tkachuk@portcolborne.ca>

As discussed by my phone call to you both. Thank you for your support!

Effective immediately, I am resigning as chair and from the board of Port Colborne Public Library, since 2012 I have served the board and patrons and leave proud and confident of my efforts. I have immensely enjoyed seeing our library progress to the shining star of the city it is today. I leave the board with no regrets, some newfound friends and a proud sense of accomplishment as a steward of literacy. My health is good, so I am leaving to focus on other pursuits with my wife, family and my other social interests. Good Luck and Thank you for your friendship and support along the way.

Warmest Regards,

Mike

Port Colborne Historical and Marine Museum Board Meeting Minutes

Date: Tuesday, October 15, 2024
Time: 7:00 pm
Location: Roselawn Centre
296 Fielden Ave, Port Colborne, ON L3K 4T6

Members Present: B. Heaslip
C. MacMillan
T. Huffman
C. Brema
J. Piniak
G. Hoyle
A. Lessard
B. Schneider
E. Beauregard, Councillor

Member(s) Absent: L. Brazeau

Staff Present: M. Heaslip
M. Mason, Museum Curator

1. Call to Order

The Chair called the meeting to order at 7:00pm.

2. Disclosures of Interest

N/A

3. Adoption of Agenda

Moved by C. MacMillan
Seconded by C. Brema

That the agenda dated October 15th, 2024 be confirmed, as circulated or as amended.

Carried

4. Approval of Minutes

Seconded by G. Hoyle

That the minutes from the September 17, 2024 meeting be confirmed, as circulated or as amended.

Carried

5. Business Arising from the Minutes

N/A

6. Correspondence

Received a letter from the Legion regarding buying and laying a wreath for the Remembrance Day Ceremony on November 11.

Seconded by C. Brema

That board members each contribute \$5 to the legion for a wreath. Staff to research the potential of a wreath donation to be put into the Operating Budget going forward.

Carried

7. Council Report

Councillor Beauregard reported that Council has begun budget meetings for Operating Budgets.

8. Curator's Report

Michelle Mason reported that the City is no advertising for 2 new Board Members to fill vacant spots.

Thank you to those who came out to help with the filming of the 2025 video project with Foregrounds Media. The video will showcase everything the Museum, Archives, and Roselawn have to offer.

The Corporate Drive campaign has begun with all the request letters having been sent out.

The City delivered topsoil for the Heritage Garden to be used for planting next spring with the help of the Garden Club.

We are applying for a Francophone Exhibit Project: Access to Heritage Grant from the Museum Assistance Program.

Elyse Richardson, our Exhibit and Research Assistant Intern has completed another initiative in her grant - an outreach and a partnership with another City department to help bring the museum out into the community through a new temporary exhibit in the Vale Health and Wellness Centre. It consists of ten enlarged historical photos from the Museum's collection that caption the history of sports and recreation in Port Colborne through the years. The exhibit is displayed along the gym hallway. This installation is just one part of the expanding outreach initiatives by the Department of Museum, Heritage, and Culture.

Michelle also gave the Archives report provided by Michelle Vosburgh. The second Speakers Series presentation was held on September 21 and it combined a lecture/presentation with an accompanying cemetery tour on the theme of Victorian mourning practices and artifacts. Anna gave the main lecture, with Katelynn presenting a few of the artifacts from the museum collection. Michelle Vosburgh led a tour at Oakwood Cemetery that afternoon on the same theme, focusing on the changing styles of cemeteries, cemetery markers, and the themes of epitaphs on markers. It has been requested that we do this again in the future.

Michelle researched and wrote scripts for the upcoming Lantern Tours; two of the three stories are fictionalized versions of episodes of local history.

Staff were asked to quickly prepare three research reports on properties for consideration by the Heritage Committee at their meeting today.

Michelle is now finalizing the research and presentations for the October 26th Speaker Series on explosions in Port Colborne's history, and for the November 9th presentation on the 1820s debate over the location for the southern terminus of the Welland Canal. This is also part of the Welland Canal Bicentennial Travelling Lecture series.

9. Auxiliary Report

Marianne Heaslip reported that September was a very busy at the Tea Room.

The Pudding Bee will be taking place November 4-6th.

The Volunteer Appreciation Tea is on October 21st in the Archives.

The telephone in the Tea Room is still not allowing any incoming calls.

10. Friends of Roselawn Centre Liaison Report

The High Tea and Fashion event was a big success! Thank you to Board Members and staff who helped with the event.

There are 7 open vendor spots for the November 23rd Christmas Maker's Market. Please have any interested vendors send their applications to Arlene Lessard.

The Friends of Roselawn Centre board are looking at Accessibility policies. They are also looking to recruit 2 more board members.

11. Committee Report

11.1 Finance Committee

N/A

11.2 Membership Committee

N/A

11.3 Building and Property Committee

Brian Heaslip reported that they rebuilt the rail fencing around the Heritage Garden, put screening in places in the Sherk Log House to keep the squirrels out, and finished the rebuilding of the Carriage House double doors as well as the repainting of the Carriage House.

11.4 Programme Committee

The Paranormal Ghost Tours at Roselawn with the Paranormal and Historical Society of Niagara will take place on October 18th and 19th with a 6pm and 9pm tour both nights. The tickets are selling well.

On October 25th there will be a school group of 65 students coming from St. Catharines for the Settler of Port Colborne program.

The Lantern Tours at the Museum are on October 25th and 26th with 3 tours each night at 6:30, 7:00, and 7:30pm. Each tour is one and half hours long. If you are able to volunteer as a tour guide for one of these, please contact Sloane.

a. 50th Anniversary Committee

The logo for the Museum's 50th Anniversary has been chosen. Councillor Beauregard recommended that Council be approached with the news for their endorsement.

11.5 Fundraising Committee

The Toronto All-Star Big Band has been booked for to perform at Roselawn for Canal Days 2025. Terry has also been in touch with new bands for the other concerts for the 2025 Music on the Lawn series. This summer there were 681 attendees during the 3 concerts, and next year hoping to bring in even more.

11.6 Policy Committee

N/A

11.7 Accession Committee

N/A

11.8 Heritage Committee

At the Heritage meeting held earlier today, the committee they were presented with three new properties, however after discussion they were turned down due to deterioration of the buildings. The committee continues to research and discuss any properties that are presented to them.

12. Confidential Items

N/A

13. New Business

N/A

14. Adjournment

The Chair adjourned the meeting at approximately 8:01pm.

Chair

Staff Liaison



PORT COLBORNE

Subject: 2025 Borrowing By-law
To: Council
From: Corporate Services Department

Report Number: 2024-204

Meeting Date: November 12, 2024

Recommendation:

That Corporate Services Department Report 2024-204 be received; and

That the by-law to authorize the temporary borrowing of \$6,000,000 for 2025 for operating cash flow to meet the City's day-to-day expenditures, pending receipt of tax levies, user fees, and revenues anticipated during the year, be brought forward for approval.

Purpose:

The purpose of this report is to authorize temporary borrowing, as required, up to \$6,000,000 (2024- \$6,000,000) for operating cash flow to meet the City's day-to-day expenditures, pending receipt of tax levies, user fees, and revenues anticipated during the year.

Background:

Section 407 of the *Municipal Act, 2001*, as amended, provides authorization to borrow for expenditures. It is common practice among municipalities to establish a set borrowing amount for each year for cash flow purposes as a contingency to meet day-to-day expenditures, pending receipt of tax levies, user fees, and revenues anticipated during the year.

The City of Port Colborne (the "City") temporary borrowing limit increased to \$6,000,000 in 2024. Prior to 2024, the borrowing limit was \$4,000,000. The increase resulted from an increase in growth related activity within the City.

Discussion:

The authorization for temporary borrowing is requested as a contingent cash flow planning mechanism.

Staff are not anticipating the need to temporarily borrow in 2025 but identify the operating and related capital program of the City is getting larger and from time-to-time can result in significant draws to the City's cash flow.

Seasonally, the City's cashflow is lowest between October and February.

Staff do plan City investment maturities to align with cashflow needs; however, as debt funded projects related to water, wastewater, and storm sewer move forward, the City will need to pre-fund certain construction prior to issuing long-term debt. One source of pre-funding is operating cash flow.

This report proposes a temporary borrowing limit of \$6,000,000 (2024 - \$6,000,000).

Borrowing in this capacity is aligned with the City of Port Colborne's Debt Management Policy.

Internal Consultations:

Internally, funding sources and borrowing have been discussed through the development of the 2025 Capital and Related Project Budget.

Financial Implications:

As staff are not anticipating the need to use the line of credit, no amount has been budgeted.

Should Council approve the recommendation in this report, staff have pre-negotiated a line of credit at a cost of bank prime rate less 0.50%. At the time of writing this report this equates to an interest rate of 6.45%.

Public Engagement:

This report serves to provide public notification.

Strategic Plan Alignment:

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

- Economic Prosperity
 - Sustainable and Resilient Infrastructure
-

Conclusion:

Staff recommend Council approve the adoption of a by-law to authorize temporary borrowing as outlined in this report.

Appendices:

- a. Draft 2025 Borrowing By-law

Respectfully submitted,

Adam Pigeau, CPA, CA
Manager, Financial Services/Deputy Treasurer
905-228-8019
adam.pigeau@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize the Temporary Borrowing of \$6,000,000.00 for
2025

Whereas the Council of The Corporation of the City of Port Colborne (the "City") authorizes the Mayor and Director of Corporate Services/Treasurer to temporarily borrow, as required, up to \$6,000,000 for operating cash flow in 2025 to meet the day-to-day expenditures, pending receipt of tax levies, user fees and revenues anticipated during the year; and

Whereas Section 407 of the *Municipal Act*, 2001, as amended, provides for Council to pass such a by-law; and

Whereas at its meeting of November 12, 2024 the Council of the City of Port Colborne approved the recommendation of Corporate Services Department, Report 2024-204, Subject: 2025 Borrowing By-law;

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

1. The Mayor and Director of Corporate Services/Treasurer are hereby authorized, on behalf of the City, to temporarily borrow, a sum or sums not to exceed the aggregate of \$6,000,000.00, from the Canadian Imperial Bank of Commerce (the "Bank"), to meet operating cash flow requirements in 2024, pending receipt of tax levies, user fees and revenues anticipated during the year and to give, on behalf of the Corporation, to the Bank, a promissory note or notes sealed with the Corporate Seal and signed by the Mayor and Director of Corporate Services/Treasurer for the monies so borrowed with interest at such rate as may be agreed upon from time to time, with the Bank.
2. All sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years from the said Bank for any or all of the purposes mentioned, in accordance with Section 407 of the *Municipal Act*, 2001, as amended, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year, and for all preceding years, as and when such revenues are received.
3. The Director of Corporate Services/Treasurer is hereby authorized and directed to apply, in payment of all sums borrowed as aforesaid, together with interest thereon, all of the monies hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
4. That this By-law shall come into force and take effect on the date of passing.

Enacted and passed this 12th day of November 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk



Subject: 2025 Interim Tax Billing
To: Council
From: Corporate Services Department

Report Number: 2024-206

Meeting Date: November 12, 2024

Recommendation:

That Corporate Services Department Report 2024-206 be received; and

That the by-law to authorize the 2025 interim levy of taxes for all property tax classes, from the last revised assessment roll, before the adoption of the estimates for the year and final levy rates are established, be brought forward for approval.

Purpose:

The purpose of this report is to recommend that Council adopt an Interim Levy By-law to issue an interim tax bill in accordance with Section 317(1) of the *Municipal Act*, S.O. 2001, as amended, for the purpose of providing cash flow to meet expenditures prior to the adoption of the budget estimates and until final tax rates are provided.

Background:

The levy of interim taxes is legislated under the *Municipal Act*, S.O., 2001. Council has passed an Interim Levy By-law every year at 50% of the prior year's taxes on each property.

Discussion:

When the 2024 Assessment Roll for the 2025 taxation year is received, Corporate Services staff will verify and balance this Roll in preparation of a Collector's Roll for this billing. Each tax account is updated using the new Assessment Roll.

The interim tax bill will be calculated for all property tax classes in accordance with Section 317(3) of the *Municipal Act*, S.O. 2001, as amended. The interim levy calculation cannot exceed 50% of the 2024 final levy, as adjusted.

The interim tax bill for all property tax classes will be mailed by February 7, 2025, with due dates of February 28 and April 25, 2025. These due dates are determined based on the last working day of the respective month. The due dates are within the twenty-one (21) days of the mailing date, in accordance with Section 343(1) of the *Municipal Act*.

In 2025, staff are suggesting Council consider July 18 and September 26, 2025, as the due dates for the final tax bill. The dates proposed are similar to 2024.

The final tax due dates will be finalized when the 2025 municipal tax rates are set following the Niagara Region completing their budget process and tax policy work, including finalizing property tax ratios.

Internal Consultations:

Internally, the timing of cash flows to meet expenditure requirements has been discussed through the development of the 2025 Capital and Related Project Budget and Levy Budget.

Financial Implications:

If Council adopts the proposed Interim Levy By-law (as in prior years) to issue an interim tax bill in accordance with Section 317(1) of the *Municipal Act*, S.O. 2001, as amended, for the purpose of providing cash flow to meet expenditures requirements there are no financial implications.

Alternatively, should Council not pass the proposed Interim Levy By-law, the municipality will incur increased borrowing costs and will require a larger temporary borrowing limit as property taxpayers would only be issued one final tax bill later in the year.

Public Engagement:

This report serves to provide public notification.

Strategic Plan Alignment:

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

- Environment and Climate Change
 - Welcoming, Livable, Healthy Community
 - Economic Prosperity
 - Increased Housing Options
 - Sustainable and Resilient Infrastructure
-

Conclusion:

Staff recommend Council approve the proposed interim tax billing outlined in this report.

Appendices:

- a. Draft 2025 Interim Tax Levy By-law

Respectfully submitted,

Adam Pigeau, CPA, CA
Manager, Financial Services/Deputy Treasurer
905-228-8019
adam.pigeau@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-Law no. _____

Being a By-law to Provide for an Interim Tax Levy for the Year 2025

Whereas Section 317 of the *Municipal Act*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipal purposes; and

Whereas the Council of this municipality deems it appropriate to provide for such interim levy on the assessment of property in this municipality.

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

In this by-law, the following words shall be defined as:

"Minister" shall mean the Minister of Finance

"MPAC" shall mean the Municipal Property Assessment Corporation

1. The amounts levied shall be as follows:

1.1 For the Residential, Pipeline, Farm, Farmland Awaiting Development, Railway Right-of-Way, and Managed Forest property classes, there shall be imposed and collected an interim levy of:

- a) the percentage prescribed by the Minister under Section 317(10) of the *Municipal Act*; or;
- b) 50%, if no percentage is prescribed, of the total annualized taxes for municipal and school purposes levied on property in the year 2024.

1.2 For the Multi-Residential, New Multi-Residential, Commercial, Parking Lot, Shopping Centre, Industrial and Large Industrial property classes, there shall be imposed and collected an interim levy of:

- a) the percentage prescribed by the Minister under Section 317(10) of the *Municipal Act*; or,
- b) 50%, if no percentage is described, of the total annualized taxes for municipal and school purposes levied on property in the year 2024.

The amounts shall be levied on the assessment according to the Assessment Roll, as returned by MPAC.

2. For the purposes of calculating the total amount of taxes for the year 2024 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2024 because assessment was added to the Collector's Roll during 2024, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

3. The provisions of this by-law apply in the event that assessment is added for the year 2025 to the Collector's Roll after the date this by-law is passed and an interim levy shall be imposed and collected.

4. All taxes levied and collected under this by-law shall be payable to the Office of the Treasurer, or any financial institution within the City of Port Colborne. Payment must be received at City Hall on or before the due dates in accordance with the provisions of this by-law.
 5. The interim tax levy imposed by this by-law shall have a date of demand being February 7th, 2025 and shall be paid in two instalments due on the following dates:
 - 5.1 One-half thereof on the **28th day of February of 2025**;
 - 5.2 One-half thereof on the **25th day of April of 2025**;
- Non-payment of the amount on the dates stated above shall constitute default and any subsequent instalments shall forthwith become payable.
- Properties registered for the preauthorized monthly payment program will have their taxes payable in automatic instalments at the first of the month beginning January 2, 2025 or the beginning of the month following enrolment.
6. The Treasurer may mail or cause to be mailed a notice specifying the amount of taxes payable and due dates for payment to the address of the residence or place of business of each person taxed under this by-law, unless the taxpayer directs the Treasurer, in writing, to send the bill to another address, in which case it shall be sent to that address. This direction will continue until revoked by the taxpayer in writing.
 7. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be on the tax bill under Section 343 of the *Municipal Act*.
 8. The final levy for the year 2025 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
 9. The provisions of s. 317 of the *Municipal Act*, as amended, apply to this by-law with necessary modifications.
 10. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment or late payment of any taxes or any instalment of taxes.
 11. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
 12. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
 13. This by-law shall come into force and take effect on the day of the final passing thereof.

Enacted and passed this 12th day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk



Subject: By-law to establish a Municipal Accommodation Tax
To: Council
From: Corporate Services Department

Report Number: 2024-175

Meeting Date: November 12, 2024

Recommendation:

That Corporate Services Department Report 2024-175 be received;

That By-law No. 7015/53/22 – Being a by-law to establish a Municipal Accommodation Tax be repealed as of December 31, 2024;

That a new by-law to establish a Municipal Accommodation Tax, attached as Appendix A to this report, be brought forward and take effect on January 1, 2025;

That the new by-law to establish a Municipal Accommodation Tax only apply to new bookings after January 1, 2025, bookings made and paid for before January 1, 2025 will be exempt;

That a new by-law and agreement between the City of Port Colborne and an eligible tourism entity, Niagara's South Coast Tourism Association, be brought forward;

That the Treasurer be authorized to make one or more payments in each fiscal year to Niagara's South Coast Tourism Association, and that the payment total is to be equal to 50 per cent (50%) of the Municipal Accommodation Tax revenue collected, net the reasonable fees and costs of collecting and administering the tax; and

That the Treasurer be delegated the authority to implement and administer the by-law, to collect the Municipal Accommodation Tax, and to take all actions and make all decisions, including any and all enforcement measures, required under the by-law.

Purpose:

This report proposes a new by-law to establish a Municipal Accommodation Tax and recommends repealing the current MAT by-law at the end of the year.

Background:

On November 23, 2017, the Province of Ontario issued Regulation 435/17, Transient Accommodation Tax, under the Municipal Act, 2001. This Regulation, which took effect on December 1, 2017, includes the necessary provisions for lower-tier and single-tier municipalities in Ontario to implement the tax – better known as the Municipal Accommodation Tax (MAT). The Regulation allows municipalities to set the tax rate and choose the types of accommodation that would be subject to the MAT.

The concept of implementing the MAT was first presented to Council during their regular meeting on March 22, 2022. Council committed in principle, at this meeting, to implement a 4% MAT on the purchase of transient accommodation at campsites/campgrounds. Council received a new staff report on August 9, 2022, recommending that the 4% MAT also be applied to boat slips at Sugarloaf Marina and become effective on September 1, 2022.

Both reports to Council advised against applying the MAT to all types of accommodation because the effects of the COVID-19 pandemic were still being felt by the hospitality and tourism industry. Staff recommended that Council wait for the pandemic's impacts to subside before contemplating an expanded application of the MAT.

It is estimated that more than 50 municipalities in Ontario have implemented the MAT.

The purpose of levying a MAT on the accommodations sector is to generate funding from overnight stays to support tourism promotion and economic growth. Although this tax is levied on the local visitor economy, it inherently contributes to the revitalization of the same economy through a reinvestment of the generated revenue. One of the main benefits of having the MAT in Port Colborne is that it provides the City and its strategic tourism partner, Niagara's South Coast Tourism Association (NSCTA), with a sustainable stream of funding to stimulate tourist visitation and job creation.

Discussion:

Since implementing the MAT two years ago, its application to campsites/campgrounds and boat slips has produced a total of approximately \$70,000 in annual revenue. Municipalities are required to share a minimum of 50% of all MAT revenue with an eligible tourism entity, which, in the City's case has been the NSCTA (refer to Appendix B for the new by-law and agreement, which will supersede the previous versions). The municipality can use its portion of the MAT revenue as it sees fit, and the City has been using its revenue towards the costs associated with hosting the Canal Days Marine Heritage Festival.

Staff believe that, starting January 1, 2025, an application of the MAT to all types of accommodation in Port Colborne will give the City and the NSCTA stable financial resources to invest more in tourism promotion and tourism-related development. For the

past two years, the level of investment in these two areas has been low due to the very limited revenue generated from campsites/campgrounds and boat slips.

The City's new tourism strategy supports expanding the application of the MAT in order to achieve the goals outlined in the strategy's tactical plan. If the City and NSCTA are not afforded the financial means to achieve these goals, Port Colborne's development as a tourism destination will, at best, progress at a slow pace. Moreover, by not seeking to generate additional funding for tourism through an accommodation tax, the only other available funding sources would be the local tax base, and to some extent, provincial and federal taxes (pending the availability of tourism grants). In staff's opinion, it would be unreasonable to expect Port Colborne residents to fund the City's tourism initiatives, either minimally or substantially, when a mechanism like the MAT can shift greater responsibility to tourists.

The new by-law to establish a Municipal Accommodation Tax, attached as Appendix A to this report, maintains the 4% rate and applies it per room, per night for a period of 30 consecutive days or less at:

lodging, whether in a hotel, motel, motor hotel, campground, campsite, recreation vehicle, park model recreation vehicle, mobile home park, trailer park, lodge, inn, resort, hostel, bed and breakfast, short-term rental accommodation, boat or boat house, dwelling or dwelling unit, commercial resort unit, or other establishment providing lodging.

Staff consulted other municipalities that have implemented the MAT, and most either retain a third party or collect the tax themselves by allocating staff resources to the task. In terms of a third party, 26 municipalities in Ontario have contracted the Ontario Restaurant Hotel and Motel Association (ORHMA) for MAT collection services. Staff recommend that the ORHMA be designated as the City's MAT collection agent. Key advantages to using the ORHMA for MAT collection is their proven process, experience, proximity to the industry, and online remittance system as well as their reasonable service fees. Municipalities that have partnered with the ORHMA have consistently expressed satisfaction with their tools, customer service, and reporting methods.

Upon approval of the new MAT by-law, the City would enter into an annual contract with the ORHMA for the collection of the MAT from accommodation operators in Port Colborne. To accommodate the majority of operators, who are likely to be short-term rentals (STRs) without the resources necessary to complete monthly remittances, all accommodation operators will be permitted to remit on a quarterly basis.

An example of a sample quarterly report is provided in Appendix C.

Internal Consultations:

Comments and feedback were limited to staff in the Corporate Services Department.

The City’s procurement officers confirmed that, according to the City’s procurement policy, the ORHMA’s service fees (as described below and estimated to be less than \$25,000 annually) meet the low-value procurement threshold.

Financial Implications:

The 2025 Levy (Operating) Budget forecasts that \$340,000 in funding would be generated from a new MAT by-law and the expansion of the MAT’s coverage to include all types of accommodation. The financial implications of continuing under the current MAT by-law would be a -\$270,000 adjustment to the 2025 Levy (Operating) Budget due to a decrease in projected revenue, which would negatively affect the City’s Programs, Grants and Activities (PGA) and the NSCTA’s entitlement to 50% of the MAT revenue for their programs and activities.

The chart below shows that the 2025 Levy (Operating) Budget also contains a five-year projection for MAT revenue, with a 3% increase in revenue year-over-year. As per O. Regulation 435/17, an eligible tourism entity like the NSCTA is entitled to 50% of this revenue, less both the City’s costs and the ORHMA’s fees for collecting the MAT.

| 2025 | 2026 | 2027 | 2028 | 2029 |
|---------|------------|------------|------------|------------|
| 340,000 | 350,200.00 | 360,800.00 | 371,600.00 | 382,800.00 |

Staff have adopted a conservative approach to these revenue projections, recognizing that a large part of MAT revenue would come from STR accommodations. Fueled by MAT revenue investments in tourism promotion and economic growth, it is anticipated that even more MAT revenue could be generated in the future.

As described earlier in this report, staff recommend partnering with the ORHMA for MAT collection services. In addition to a one-time set-up fee of \$3,000, the ORHMA will receive ongoing administrative fees (1.8% for traditional accommodations like hotels and motels, and 5.0% for non-traditional accommodations like STRs) in exchange for their services, which is deducted from the gross tax revenue collected before disbursement to the City. In addition to comments already made regarding the benefits of using the ORHMA, staff determined that outsourcing MAT collection to the ORHMA would be the most cost-effective, efficient, and easiest to implement.

Corporate Services staff will assist the City Treasurer in implementation, administration, and continual monitoring of the program.

Public Engagement:

A public survey was announced in a media release on October 17, 2024. This survey sought input from both Port Colborne accommodation operators and residents about the

potential effects of expanding the MAT's scope. The survey closed on October 30, 2024, was completed by 77 people (15 accommodation operators and 62 residents), and a mix of positive (42%) and constructive (58%) feedback had been received.

It is important to acknowledge that approximately a quarter of the criticism about the MAT stemmed from a misunderstanding that the tax would apply to Port Colborne residents (see excerpts in the chart below). The likelihood of residents paying the MAT is minimal to non-existent. Residents would only be subject to the MAT if they paid to stay overnight in Port Colborne at a type of accommodation that is designated as taxable under the MAT by-law.

| MAT Misconceptions Among Residents |
|--|
| "Property taxes in Port Colborne are disproportionately high for some and most citizens can't bear additional tax burden." |
| "I think we are already taxed to the max on everything, when will enough be enough." |
| "We do not need to pay more taxes." |
| "Residents should not pay extra so Airbnbs, etc. can operate in town." |
| "This city charges far too much for property tax and water already. Let's not add more taxes." |
| "People don't want to pay more. Period." |
| "Stop taxing residents, visitors, etc. to stay in our community." |
| "We need to cut taxes. We are way over taxed now." |
| "Tax the visitors, not the residents." |
| "Just what we need more tax. We are taxed to death now." |
| "I feel Port Colborne residents currently pay far too much tax for the scant services provided." |
| "Cut all taxes, think about the elderly and those on fixed incomes." |

Respondents who were in favour of expanding the MAT had the following to say:

- MAT revenues will reduce the burden on local residents to fund initiatives designed to promote tourism and support economic growth;
- MAT revenues will support tourism-related initiatives that directly or indirectly benefit both residents and visitors or tourists; and
- Applying the MAT to all types of accommodation will ensure fairness among all operators.

Respondents who voiced concerns about the consequences of expanding the MAT had the following to say:

- Applying the MAT to all types of accommodation could discourage visitors from staying overnight in Port Colborne, and instead they may choose to stay in destinations without the MAT;
- Keeping the MAT as limited to only campsites/campgrounds and boat slips will continue to unfairly target the tourists who stay overnight at these locations;

- The City should be transparent regarding its share and use of MAT revenue;
- MAT revenues will not significantly contribute to the City's and NSCTA's efforts to promote tourism and support economic growth; and
- The MAT will affect the operator's profit margins, potentially resulting in minimal or no profit.

As noted in Report 2022-48 from March 22, 2022, some of this feedback is commonly expressed by opponents of the MAT. There is minimal evidence linking the MAT to decreased tourism in any of the Ontario municipalities with the MAT, and tourists don't appear to be choosing destinations based on the presence or absence of the MAT.

In preparation for a new MAT by-law to take effect, staff in Communications and Corporate Services, in partnership with the ORHMA, will launch a public awareness and education campaign during the remainder of 2024 and into 2025 to assist accommodation operators with the onboarding, collection, and remittance processes.

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 purpose of applying the MAT to all types of accommodations in Port Colborne is to have a sustainable stream of funding for tourism promotion and development, and to ensure that more tourists are sharing in the cost of these activities. Under the current MAT by-law, not only are a small number of tourists subject to paying the MAT but the revenue generated from the tax has been limiting in its ability to support economic growth through tourism.

With a tourism strategy and tactical plan in place, an active City-led destination marketing organization in the NSCTA, and a commitment from the City to transparent and responsible MAT revenue investment, the conditions are optimal for expanding the application of the MAT starting in 2025.

Appendices:

- a. By-law to establish a Municipal Accommodation Tax

- b. By-law to authorize an Agreement between The Corporation of the City of Port Colborne and Niagara's South Coast Tourism Association
- c. Sample MAT remittance report

Respectfully submitted,

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Report Approval:

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

By-law No. _____

Being a by-law to establish a Municipal Accommodation Tax and repeal By-law No.
7015/53/22

Whereas Section 400.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”) provides that a local municipality may, by by-law, impose a tax in respect of the purchase of transient accommodation in the municipality; and

Whereas pursuant to Section 400.1 of the Act and Ontario Regulation 435/17 Transient Accommodation Tax, the Council of The Corporation of the City of Port Colborne wishes to impose a municipal transient accommodation tax rate to levy on the purchase of transient accommodation in the City of Port Colborne; and

Whereas pursuant to Section 400.1 (3) and 400.4 of the Act, Council may establish enforcement measures as Council considers appropriate if an amount assessed for outstanding tax, penalties or interest remains unpaid after it is due; and

Whereas Council wishes to add the arrears of the municipal transient accommodation tax, interest and penalties to the tax roll for the properties in the City of Port Colborne registered in the name of the Provider to be collected in like manner as property taxes and such arrears shall constitute a lien upon the lands, but pursuant to Section 400.4 (2) of the Act, such lien shall not be a priority lien for the purposes of subsections 1 (2.1), (2.2) and (3) of the Act, and such lien shall not have a higher priority than it would otherwise have in law in relation to other claims, liens or encumbrances.

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

1. Short Title

1.1 This By-law may be cited as the “Municipal Accommodation Tax By-law” or “MAT By-law”.

2. Definitions and Interpretations

2.1 In this By-law:

“**Accommodation**” means lodging, whether in a hotel, motel, motor hotel, campground, campsite, recreation vehicle, park model recreation vehicle, mobile home park, trailer park, lodge, inn, resort, hostel, bed and breakfast, short-term rental accommodation, boat or boat house, dwelling or dwelling unit, commercial resort unit, or any other establishment providing lodging, and the right to use

lodging, that is provided for consideration, whether or not the lodging is actually used for a continuous period of 30 days or less.

“Agent” means the person, entity, or third-party organization authorized and delegated the authority by the Treasurer to administer and collect the MAT, should the City choose to do so under the authority of this By-law.

“Ancillary Charges” means charges related to the purchase of Accommodation including, but not limited to, the purchase of food and beverages, internet, phone, gasoline, electricity, and any additional amenities.

“Bed and Breakfast” shall be defined in accordance with the City’s Lodging House By-law, as amended.

“By-law” means this by-law and any future amendments to it.

“Campground” shall be defined in accordance with the City’s Zoning By-law, as amended, and for the purposes of this By-law, shall have the same meaning as the term “campsite”.

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

“Commercial Resort Unit” means a dwelling unit with one room or a group of rooms in a building used or designed or intended to be used as a single, independent, and separate housekeeping establishment, in which: a) a private entrance is provided from outside the building or a common hallway or stairway inside the building; and, b) private or common food preparation and sanitary facilities may be provided for the exclusive use of such occupants; and that is rented for financial gain or profit for a continuous period of 30 days or less for use as temporary accommodation but is not occupied continuously as a principal residence.

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

“Dwelling” or **“Dwelling Unit”** shall be defined in accordance with the City’s Zoning By-law, as amended.

“Eligible Tourism Entity” has the meaning given to it in Ontario Regulation 435/17, as amended.

“Establishment” means the physical location, a building or part of a building that provides Accommodation.

“Hotel” or **“Hotel/Motel”** shall be defined in accordance with the City’s Zoning By-law, as amended, and for the purposes of this By-law, a motor hotel shall be deemed to be a “hotel”.

“Inn” means a building used for the purpose of supplying sleeping accommodation to the travelling public and may include meals but does not include a “Hotel” or “Hotel/Motel”.

“Lodging” includes: a) the use of a bedroom, a suite of rooms containing a bedroom, or the use of a bed within a bedroom; b) the use of one or more additional beds or cots in a bedroom or suite; and c) the use of a hotel room, motel room, motor hotel, campground, campsite, recreation vehicle, park model recreation vehicle, mobile home park, trailer park, lodge, inn, resort, hostel, bed and breakfast, short-term rental accommodation, boat or boat house, dwelling or dwelling unit, commercial resort unit, or any other establishment providing lodging, and the right to use lodging, that is provided for consideration, whether or not the lodging is actually used for a continuous period of 30 days or less.

“MAT Remittance Report” means the form established by the Treasurer for reporting MAT collected and to be paid to the City for a reporting period.

“Mobile Home Park” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Municipal Accommodation Tax” or **“MAT”** means the tax imposed under this By-law.

“Park Model Recreation Vehicle” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Provider” means an entity or person, including an owner or tenant, that sells, offers for sale, or otherwise provides Accommodation, and includes agents, hosts or others who sell, offer for sale by any means including through an online platform, or otherwise provide Accommodation.

“Purchaser” means a person who purchases Accommodation.

“Purchase Price” means the price for which Accommodation is purchased, including the price paid, and where applicable, any other consideration accepted by the Provider in return for Accommodation. Purchase Price does not include Ancillary Charges that are itemized separately on the Purchaser’s bill, receipt, invoice or similar document. Purchase Price does not include the goods and services tax imposed by the Government of Canada and by the Province of Ontario.

“Recreation Vehicle” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Short-Term Rental Accommodation” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Trailer Park” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Treasurer” means the City’s Director of Corporate Services and/or the person appointed by Council from time to time to act in the legal capacity as authorized by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, and includes their authorized designate.

- 2.2 All references in this By-law to any legislation or by-law are meant to refer to the current legislation or by-laws applicable at the time this By-law was enacted and shall be construed as a reference thereto as amended, restated, replaced, or renamed from time to time or as a reference to any successor legislation or by-law.
- 2.3 The obligations imposed by this By-law are in addition to the obligations otherwise imposed by law or contract.
- 2.4 The words “include”, “includes” and “including” are not to be read as limiting the phrases or descriptions that precede them. Any examples provided are intended to be representative examples and not intended to be an exhaustive list.
- 2.5 References to items in the plural include the singular, as applicable.
- 2.6 The insertion of headings and the division of this By-law into sections and subsections are for convenience or reference only and shall not affect the interpretation thereof.
- 2.7 All days stated within this By-law shall be calendar days. Where the time for completing an act ends on a weekend or holiday, the act may be completed on the next business day.

3. Application of the Municipal Accommodation Tax

- 3.1 This By-law shall apply to all Accommodations within the geographic boundaries of the City.
- 3.2 A Provider of Accommodation shall charge the Municipal Accommodation Tax, plus applicable taxes, to every Purchaser, at the time of purchase. For greater clarity, a Provider of Accommodation shall include on every bill, receipt, invoice or similar document for the purchase of Accommodation a separate item for the four percent (4%) tax imposed on the purchase, and the item shall be identified as “Municipal Accommodation Tax” or “MAT”. Where the Provider of Accommodation fails to separately itemize Ancillary Charges, the Municipal Accommodation Tax will apply to the total amount of the purchase price.
- 3.3 Except as provided in section 4 of this By-law, every Purchaser shall pay the Municipal Accommodation Tax to the Provider of Accommodation at the time of

purchase in the amount of four percent (4%) of the Purchase Price of the Accommodation which is provided to the Purchaser for a continuous period of less than/equal to 30 days.

3.4 For greater clarity, the continuous period referred to above is not disrupted by the purchase of different rooms, suites, beds, or other Accommodation in the same Establishment in the course of the continuous period.

4. Exemptions

4.1 Despite section 3, the Municipal Accommodation Tax imposed under this By-law does not apply to:

- (a) The Crown, every agency of the Crown in right of Ontario and every authority, board, commission, corporation, office or organization of persons a majority of whose directors, members or officers are appointed or chosen by or under the authority of the Lieutenant Governor in Council or a member of the Executive Council;
- (b) Every board as defined in subsection 1 (1) of the *Education Act*;
- (c) Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating annual operating grants entitlements from the Crown;
- (d) Every hospital referred to in the list of hospitals and their grades and classifications maintained by the Minister of Health and Long-Term Care under the *Public Hospitals Act* and every private hospital operated under the authority of a licence issued under the *Private Hospitals Act*;
- (e) Every long-term care home as defined in subsection 2 (1) of the *Fixing Long-Term Care Act, 2021*, and every hospice;
- (f) Every retirement home as defined in the *Retirement Home Act*;
- (g) Every home for special care as defined in the *Homes for Special Care Act*;
- (h) Every treatment centre that receives provincial aid under the *Ministry of Community and Social Services Act*;
- (i) Every house of refuge or lodging for the reformation of offenders;
- (j) Every charitable or not-for-profit corporation or by the City or its contractors or agents or for any other person where the Treasurer is fully satisfied that it is for the purpose of providing or operating a shelter or emergency shelter for the

relief of the poor or for persons suffering from homelessness, or for the benefit of persons fleeing situations of physical, financial, emotional or psychological abuse;

- (k) Lodging provided by employers to their employees on a premises operated by the employer;
- (l) A lodging house as defined in the City's Lodging House By-law, as amended;
- (m) Every hospitality room in an establishment that may or may not contain a bed and is used for displaying merchandise, holding meetings, or entertaining;
- (n) Every booking with signed contracts prior to the date that this By-law takes effect, whether paid partially or in full, but that would be subject to By-law No. 7015/53/22; and
- (o) Any Accommodation provided by any commercial marine vessels or cruise ships.

5. Administration and Delegation

5.1 The Treasurer is delegated the authority to implement and administer this By-law, to collect the MAT and to take all actions and make all decisions, including any and all enforcement measures, required under this By-law. Without limiting the generality of the foregoing, the Treasurer is delegated the authority to:

- (a) establish, amend and sign from time to time, procedures, forms, documents and agreements as the Treasurer may determine are required to implement and administer this By-law and to collect the MAT;
- (b) perform all administrative functions referred to herein and conduct all enquiries, audits, assessments and approvals referred to herein and deemed necessary for the due administration, implementation and enforcement of this By-law and the collection of monies owing hereunder and to authorize refunds in accordance with this By-law;
- (c) designate an Agent to collect the MAT for the City;
- (d) instruct the City's solicitor to take legal action as may be considered appropriate; and
- (e) carry out all duties assigned to the Treasurer under this By-law.

5.2 The Treasurer may delegate the performance of any one or more of their functions under this By-law to one or more persons from time to time as the occasion requires, impose conditions upon such delegation and revoke any such delegation.

The Treasurer may continue to exercise any function delegated during the delegation.

- 5.3 Except as expressly provided to the contrary in this By-law, the decisions of the Treasurer are final.

6. Tax Collection and Remittance

- 6.1 Every Provider of Accommodation shall collect the MAT from the Purchaser at the time the Accommodation is purchased.
- 6.2 Every Provider shall include on every bill, receipt, invoice or similar document for the purchase of Accommodation a separate item identified as "Municipal Accommodation Tax" or "MAT", showing the rate at which the MAT is calculated, and the amount of the MAT imposed and collected on the purchase.
- 6.3 Every Provider shall, on or before the last day of the month following each quarter, remit to the City, or its Agent, the amount of the MAT collected for the previous quarter and submit the quarterly statement (the "MAT Remittance Report") in the form required by the City, detailing the number of the Accommodation sold, the purchase price of each Accommodation, the amount of MAT collected, and any other information as required by the City, for the purpose of administering and enforcing this By-law.
- 6.4 Every Provider shall file a MAT Remittance Report with the City or its Agent for a reporting period whether or not any MAT was collected during the reporting period.
- 6.5 Notwithstanding 6.3, the City may, at its sole discretion, change the remittance schedule for some or all Providers within the City providing that at least 30 days' notice has been given.
- 6.6 Every Provider shall, within 15 days after the last day of the month following each quarter, pay the City or its Agent an amount equal to the MAT required to be charged and collected from Purchasers during the quarterly period reported in the MAT Remittance Report.
- 6.7 When a due date falls on a Saturday, Sunday, or a public holiday recognized by the Canada Revenue Agency, the payment is considered on time if received on the next business day.
- 6.8 Every Provider shall ensure that the required MAT Remittance Report is:
- (a) in the form established by the Treasurer from time to time;
 - (b) filed with the City or its Agent in the manner established by the Treasurer from time to time;

- (c) filed with the City or its Agent by the timelines established in this By-law;
- (d) fully completed when submitted; and
- (e) signed by an authorized officer to confirm the accuracy of the report.

7. Interest

- 7.1 Interest at a rate of 1.25 percent per month shall be charged on the amount of the MAT payable or remittable under this By-law for the non-payment or non-remittance of MAT from the first day of default to and including the date on which such tax is paid or remitted in full, and shall be based on the full occupancy of the Establishment, unless the actual amount of the MAT owing can be determined by the City, in which case the percentage of 1.25 percent of the actual amount of the MAT payable will be imposed.

8. Liens and Recovery of MAT

- 8.1 Any MAT, including MAT assessed under section 9 or adjusted under section 11 and related penalties and interest that are past due shall be deemed to be in arrears and a debt owing to the City. The Treasurer may and is hereby authorized to register a lien on any real property on which Accommodation has been provided and for which MAT remains owing.
- 8.2 Any MAT, including interest and penalties, in arrears shall constitute a lien upon the lands and may be collected in like manner as property taxes and, provided that such lien shall not be a priority lien for the purposes of subsections 1 (2.1), (2.2), and (3) of the *Municipal Act, 2001*, as amended, and such lien will not have a higher priority than it would otherwise have in law in relation to other claims, liens, or encumbrances.
- 8.3 Upon a default of payment of an amount payable or remittable under this By-law, in addition to any other remedies, the Treasurer may and is hereby authorized to bring an action for the recovery of any MAT, including interest and penalties, in any court in which a debt or money demand of a similar amount may be collected and every such action shall be brought and executed in and by the name of the City.
- 8.4 The Treasurer may and is hereby authorized to refer the collection of any MAT payable or remittable under this By-law to a bailiff or collection agency.
- 8.5 The use of any remedy by the City for the recovery of MAT, including interest and penalties, does not bar or affect any other remedy, and the remedies provided in this By-law for the recovery and enforcement of MAT are in addition to any other remedies existing at law, and no action or other proceeding in any way prejudices,

limits or affects any lien, charge or priority existing under this By-law in favour of the City.

9. Assessment and Failure to File Remittance Report or to Pay

- 9.1 The City may assess or reassess for any MAT payable by the Provider within three years from the day the MAT was payable or remittable.
- 9.2 Where a Provider has filed a MAT Remittance Report but failed to pay all or part of the MAT owing to the City, the Treasurer may assess the amount of MAT payable to the City based on the MAT Remittance Report.
- 9.3 Where a Provider has failed to file a MAT Remittance Report, the Treasurer shall send a notice of default informing the Provider that interest on the amount of the MAT payable to the City will be imposed as a penalty from the first day of default to and including the date on which remittance is paid in full. After 30 days following the issuance of the notice of default, the Treasurer shall assess the amount of MAT payable to the City for the quarterly period based on full occupancy of the Establishment.
- 9.4 The Treasurer shall send an invoice to the Provider setting out the amount of MAT assessed by the Treasurer under subsection 9.3, as payable by the Provider, and in the case of an invoice related to an amount assessed under subsection 9.2, advise the Provider of the rights to re-assessment under subsection 9.5. The Provider shall pay the assessed amount to the City within 15 days from the date of the invoice whether or not the assessed amount was actually collected by the Provider and whether or not the assessment reflects the amount of MAT actually payable.
- 9.5 Despite subsection 9.4, where the Treasurer has assessed MAT in accordance with subsection 9.3, the Provider may, within 30 days of the date of the invoice sent pursuant to subsection 9.4, apply to the Treasurer in writing for a re-assessment of the MAT owing to the City for the assessed period. No request for a re-assessment will be considered by the Treasurer unless the Provider:
- (a) has submitted a complete MAT Remittance Report for the period to which the assessment applied;
 - (b) has paid the amount of the MAT assessed by the Treasurer, in accordance with subsection 9.3 and set out in the invoice sent in accordance with subsection 9.4; and
 - (c) has paid any applicable penalties or interest on the amount of MAT assessed by the Treasurer under section 7.

- 9.6 Upon re-assessment by the Treasurer based on the MAT Remittance Report for the period, the Treasurer shall adjust the City records, if necessary, to reflect the re-assessment of the MAT and of any penalties or interest thereon.
- 9.7 In the event that the re-assessment by the Treasurer reveals an overpayment by the Provider, the Treasurer will notify the Provider in writing and will provide a refund of the amount overpaid. No interest shall be paid on the amount of overpayment.
- 9.8 Where the Provider, who is entitled to do so, fails to apply for a re-assessment in accordance with subsection 9.5, the amount assessed by the Treasurer in accordance with subsection 9.3 shall be final.

10. Audit and Inspection

- 10.1 Every Provider shall keep books of account, records and documents sufficient to furnish the City or its Agent with the necessary particulars, as of any point in time, to verify the accuracy and completeness of the amount of MAT collected and remitted to the City.
- 10.2 Every Provider shall retain such books of account, records and documents required under subsection 10.1 for a period of no less than seven years.
- 10.3 The City or its Agent may inspect and audit all books of account, records and documents of a Provider and require a Provider to produce copies of any documents or records required for the purposes of administering and enforcing this By-law, as required.
- 10.4 Any person authorized by the City for any purpose related to the administration or enforcement of this By-law may, at all reasonable times, enter onto the premises where business of a Provider is carried or where any books of account, records and documents required in subsection 10.1 are or should be kept and:
- (a) audit or examine the books and records and any account, voucher, letter, facsimile, electronic or other document that relates or may relate to the information that is or should be in the books or records or to an amount payable under this By-law; and
 - (b) require a person who is liable or possibly liable to pay or remit MAT under this By-law, or an officer, director, agent or representative of that person or any person on the premises:
 - (i) to give them all reasonable assistance with their audit or examination;
 - (ii) to answer all questions relating to the audit or examination either orally or, if they require, in writing, on oath or by statutory declaration; and

- (iii) to attend at the premises or place for the purpose of giving reasonable assistance and answering questions relating to the audit or examination.
- (c) Remove documents or things relevant to the audit or examination for the purpose of making copies or extracts, and promptly return the same, together with a receipt, after the copy or extract has been made.

10.5 Every Provider shall co-operate with the City or its Agent in the conduct of an inspection or audit under subsections 10.3 and 10.4, and cause its employees, agents and contractors to comply as required.

10.6 The Treasurer may for any purpose relating to the administration or enforcement of this By-law serve on any person personally, by registered mail, courier service or electronic communication, a written demand for information and for the production on oath or otherwise of books, records and documents as the Treasurer or any other person authorized by the City to make the demand considers necessary to determine compliance with this By-law.

10.7 Every person served with a demand under subsection 10.6 shall comply with the demand within the time specified in the demand, or such other time as the Treasurer may accept.

10.8 No person shall hinder, interfere with, or obstruct any person doing anything that is authorized by section 10 or shall prevent or attempt to prevent any person doing any such thing, and every person shall, unless the person is unable to do so, do everything the person is required by section 10.

11. Adjustment by Treasurer and Result of Audit

11.1 Where the Treasurer determines as a result of an audit of the Provider's records that MAT or an amount of MAT payable, which accrued within a period of three years prior to the date of the audit, was not reported and paid by that Provider in accordance with this By-law, the Treasurer may make a determination of the proper amount of MAT payable for that period, adjust the City records appropriately to reflect the adjustment, and:

- (a) notify the Provider in writing:
 - (i) of the period for which MAT was adjusted;
 - (ii) of the basis for the adjustment;
 - (iii) of the amount of MAT actually paid and the amount payable for the period of adjustment;

- (iv) of the amount now owing to the City; and
- (v) where applicable, that payment of any amount owing to the City is due within 15 days of the date of the notice.

11.2 Where the Treasurer determines as a result of an audit of the Provider's records that there was an overpayment, the Treasurer shall make a determination to refund or credit all or part of the amount of MAT overpaid. No interest shall be paid on the amount of overpayment.

11.3 In the event the Treasurer establishes that a person has made any misrepresentation that is attributable to neglect, careless or willful default or has committed a fraud in supplying any information under this By-law, the Treasurer's right to adjust the MAT is not restricted to a three-year period, despite subsection 11.1.

12. Application for a Refund

12.1 Where a person has paid or remitted an amount that is not payable under this By-law, the City may, upon receipt of satisfactory evidence, make a determination that the amount was wrongly paid or remitted, and if such determination is made, the City shall refund or credit all or part of the amount, but no refund shall be made unless an application for such refund is made within two years after the payment date.

12.2 The onus of proof shall be on the person, who shall apply to the Treasurer where an application form has been established, to provide evidence as the person intends to rely on in support of the application. No application for a refund will be accepted if the Provider is not current in the filing of MAT Remittance Reports.

12.3 Where, as a result of the review in subsection 12.2, the Treasurer is satisfied:

- (a) that all or part of an amount of MAT was wrongly paid, or that there was an overpayment, the Treasurer will notify the applicant and refund the wrongly paid or overpaid amount. No interest shall be paid on the wrongly paid or overpaid amount; or
- (b) that all or part of an amount of MAT was not wrongly paid, or that there was no overpayment, the Treasurer shall notify the applicant of the decision in writing and shall provide particulars for denying all or part of the refund.

12.4 Any refund authorized under subsection 12.3 shall be limited to the amount wrongly paid or overpaid by the applicant during the two-year period prior to the date of the application and while the Provider owned the Establishment which provided the Accommodation.

13. Recovery of Costs

- 13.1 For the purposes of investigation of non-compliance with this By-law, and, where the City, its employees or authorized agents have performed the work required to bring the Provider of Accommodation into compliance with this By-law, all expenses incurred by the City in doing the work as well as any related fees shall be deemed to be taxes and may be collected by action or the costs may be added to the tax roll for the property on which the Accommodation is located and collected in the same manner as taxes.

14. Penalties

- 14.1 Every person who contravenes any provision of this By-law, and any director or officer of a corporation who knowingly concurs in the contravention, is guilty of an offence and is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, c. 33, as amended, and the *Municipal Act, 2001*, as amended.
- 14.2 Every person who contravenes any provision of this By-law, and any director or officer of a corporation who knowingly concurs in the contravention, is guilty of an offence under the provisions of the *Municipal Act, 2001*, as amended, and is liable on conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$25,000, as provided for in subsection 429(3) of the *Municipal Act, 2001*, as amended.
- 14.3 In the case of a continuing offence, every person who contravenes any provision of this By-law, and any director or officer of a corporation who knowingly concurs in the contravention, is guilty of an offence under the provisions of the *Municipal Act, 2001*, as amended, and is liable on conviction to a penalty not exceeding \$10,000 as provided for in subsection 429(3)2 of the *Municipal Act, 2001*, as amended.
- 14.4 Notwithstanding subsection 14.2, and in accordance with the provisions of the *Municipal Act, 2001*, as amended, the total of all fines for each continuous offence or multiple offence is not limited to \$100,000.
- 14.5 When a person has been convicted of an offence, the court in which the conviction is entered, or any court of competent jurisdiction thereafter, may, in addition to the penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence by the person convicted.
- 14.6 The levying and payment of any fine as provided for under the *Provincial Offences Act*, as amended, shall not relieve a person from the necessity of compliance with the obligations under this By-law or from the obligation for payment of the MAT or any interest imposed by section 7 of this By-law or such

other penalties as may be provided for under the *Municipal Act, 2001*, as amended.

- 14.7 Without limiting the foregoing, the City may establish and use other dispute resolution mechanisms and enforcement measures if an amount assessed for outstanding tax, penalties, or interest remains unpaid after it is due, including measures such as garnishment, the seizure and sale of property and the creation and registration of liens as it considers appropriate.

15. Enforcement

- 15.1 A municipal law enforcement officer, provincial offences officer, police officer, or other individual duly appointed by the City for such purposes shall enforce the provisions of this By-law.
- 15.2 No person shall obstruct, hinder, or otherwise interfere with a municipal law enforcement officer, provincial offences officer, police officer, or other duly appointed individual in the lawful carrying out of their duties and responsibilities under the provisions of this By-law.

16. Severability

- 16.1 If any section, subsection, part or parts of this By-law is/are declared by any court of competent jurisdiction to be ultra vires or illegal for any reason, such section, subsection, part or parts shall be deemed to be severable and all remaining parts are declared to be separate and independent and enacted as such.

17. General

- 17.1 Nothing in this By-law relieves any person from complying with any provision of any federal or provincial legislation or any other by-law of the City.
- 17.2 Notwithstanding the repeal of this By-law, any enforcement, legal, or collection action arising from this By-law while this By-law was in effect shall survive its repeal.

18. Effective Date

18.1 This By-law shall come into full force and effect at 12:01 a.m. on January 1, 2025.

19. Existing By-law Repealed

19.1 By-law No. 7015/53/22 shall be repealed as of the date and time of this by-law coming into effect.

Enacted and passed this ____ day of ____, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to authorize an Agreement between The Corporation of the City of Port Colborne and Niagara's South Coast Tourism Association and to repeal By-law 7016/54/22

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of Port Colborne (the "City") to enter into an Agreement with Niagara's South Coast Tourism Association regarding the distribution and use of funding generated from the Municipal Accommodation Tax (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

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

1. The Agreement attached as Schedule "1" to this by-law, being an agreement between the City and Niagara's South Coast Tourism Association is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under this by-law.
3. That this by-law shall come into force and effect on the day it is passed.
4. That By-law 7016/54/22 is hereby repealed as of the date and time of this by-law coming into effect.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule 1

Municipal Accommodation Tax Financial Accountability Agreement

This Agreement (the “Agreement”) dated this ____ day of November 2024

BETWEEN

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter the “City”)

- and -

NIAGARA’S SOUTH COAST TOURISM ASSOCIATION
(hereinafter the “NSCTA”)

WHEREAS the City has passed a by-law imposing a Municipal Accommodation Tax (the “MAT”) pursuant to section 400.1 of the *Municipal Act, 2001* (the “Act”);

AND WHEREAS O. Reg. 435/17 under the Act requires a municipality collecting a Municipal Accommodation Tax to make payments to an eligible tourism entity;

AND WHEREAS Niagara’s South Coast Tourism Association meets the definition of an eligible tourism entity in O. Reg. 435/17 and whose mandate is to promote tourism in the City of Port Colborne;

AND WHEREAS O. Reg. 435/17 requires a municipality and the eligible tourism entity to enter into an agreement respecting reasonable financial accountability.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties covenant and agree, to and with each other, as follows:

Definitions

When used in this Agreement, the following terms will have the meanings ascribed to them below:

- (a) “**Parties**” means The Corporation of the City of Port Colborne and Niagara’s South Coast Tourism Association.

Funding

1. Fifty percent (50%) of the net proceeds of the MAT collected by the City shall be deposited into a fund (the “Fund”) controlled by the NSCTA.
2. The monies in the Fund shall be used by the NSCTA for marketing, destination development, tourism product development, and tourism growth initiatives.

3. The City will not be obligated to provide additional funding to the NSCTA for the duration of this Agreement.

Relationship

4. The City recognizes the NSCTA as the City's eligible tourism entity. Nothing in this Agreement shall constitute the NSCTA a local board of the City, or constitute either the City or the NSCTA the agent of the other, or be deemed to authorize the City or the NSCTA to contract for or incur any obligation on behalf of the other.

Financial Accountability

5. The NSCTA shall keep separate financial records for the Fund and shall retain and preserve all documents, contracts, records, claims, and accounts that relate thereto for the Fund for a period of seven (7) years.
6. The NSCTA Board of Directors shall oversee the following:
 - (a) The collection, disbursement, and accounting of the monies in the Fund in consultation with City administration;
 - (b) The review and approval of all expenditures from the Fund;
 - (c) The preparation of an annual report to the Board on expenditures from the Fund;
 - (d) The preparation of an annual report to City administration on expenditures from the Fund;
 - (e) The hiring of professionals (e.g., auditors, lawyers) as required to assist in the management of the Fund; and
 - (f) The submission of annual audited financial statements to the City.
7. Upon written request from the City, the NSCTA shall provide the City, without expense to it, any information which is available to the NSCTA with respect to its annual budget or audited financial statements.
8. If the City has reasonable grounds for believing that any amount included in any preceding payment has not been expended in accordance with this Agreement, the NSCTA shall, upon reasonable notice from the City, make available at all reasonable times, and without expense to the City, all such documents, contracts, records, claims, and accounts for inspection and audit by the City or its auditors. If the City, during its inspection or audit of any of such documents, contracts, records, claims, and accounts determines that any payment made by the City to the Fund has been used by the NSCTA for any purpose other than specified in the herein Agreement,

the NSCTA, shall immediately upon request from the City, remit the amounts requested back to the Fund.

9. If the NSCTA establishes a funding relationship with other tourism related entities in the City of Port Colborne, the NSCTA Board will enter into an agreement with each tourism related entity that receives money from the Fund to ensure reasonable financial accountability.

Indemnification

10. The NSCTA shall indemnify and save harmless the City, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, in any manner arising from any wilful or negligent act, or attributable to anything done or omitted to be done by the NSCTA, its directors, officers, employees or agents arising from or pertaining to the receipt, disposition or refunding of the monies payable to it under this Agreement.

Term, Default and Termination

11. This Agreement shall be for a term of five (5) years from the date of execution by the Parties. The Agreement shall be automatically renewed on its expiration for additional five (5) year terms unless either party gives written notice to the other party that the Agreement will not be renewed prior to the commencement of the last year of the initial term or any renewal term.
12. All Parties may terminate this Agreement immediately in the event that the enabling statutory authority for the MAT is repealed or rescinded as to substantially limit or deprive the City of the ability to collect the MAT.
13. Any party may terminate this Agreement in the event of default by the other party, as specified in section 14, provided such default has not been remedied within sixty (60) days of receipt of written notice of default.
14. The following constitutes default under the terms of this Agreement, the disproof of which lies upon the NSCTA:
 - (a) The NSCTA becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
 - (b) An order is made or resolution passed for the winding up or surrender of the NSCTA, or it is dissolved;
 - (c) The NSCTA ceases actual bona fide operation for a period of one year;

- (d) The NSCTA has knowingly submitted false and misleading information to the City; or
 - (e) The NSCTA is in breach of performance of, or compliance with, the terms, conditions, and obligations of this Agreement.
15. If an event of default as specified in section 14 occurs, or is not remedied within 10 business days after receipt by the NSCTA of notice of default, or a plan satisfactory to the City to remedy such event of default is not implemented within such period and fully and diligently carried out, the City may exercise either or both of the following remedies, in addition to any remedies otherwise available in this Agreement or at law, namely:
- (i) Terminate forthwith any obligation by the City to make further payments under this Agreement; and
 - (ii) Require the NSCTA to pay all or part of the payment at issue forthwith to the City.
16. The City shall have the option to terminate this Agreement in its sole discretion at any time upon giving written notice to the NSCTA not less than one year prior to the termination date.
17. On the termination of this Agreement, or upon any termination of the City's obligation to provide monies to the Fund, the NSCTA shall return any unspent monies in the Fund to the City.

Dispute Resolution

18. If there is any difference of opinion with respect to the interpretation, application, administration, alleged breach, requirements, procedures, rights or responsibilities with respect to this Agreement, the Parties shall use their best efforts to resolve, mediate, and settle through consultation and negotiation in good faith prior to commencing legal action.
19. Where the Parties consent to do so, they may elect to engage in formal arbitration to resolve any dispute which has arisen in respect of this Agreement.

Waiver of Breach

20. In the event of a breach of any provision of this Agreement by one party, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing.

Confidentiality

21. For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, the City's access to information hereunder is subject to the NSCTA's assertion at all material times that all such documents, contracts, records, claims, and accounts are supplied to the City in confidence.

Assignment

22. The NSCTA shall not assign any part of its rights or obligations under this Agreement to a third party without the City's prior written consent.

Amendments to Agreement

23. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both the City and the NSCTA.
24. In the event that a party proposes an amendment to this Agreement, they shall provide written notice in accordance with this Agreement, giving the other party 90 days to respond. In the event that an Agreement to amend or modify this Agreement is reached between the Parties, such amendment may only be made by written agreement signed by both Parties hereto.

Governing Law

25. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

Severability of Provisions

26. If any of the provisions of this Agreement shall be found to be illegal or invalid, such illegality or invalidity does not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

Entire Agreement

27. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

Binding Effect

28. This Agreement shall ensure the benefit of and be binding upon the Parties and their respective successors and (where permitted) assigns.

IN WITNESS WHEREOF the City and the NSCTA have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Mayor William C. Steele

Charlotte Madden, City Clerk

NIAGARA'S SOUTH COAST TOURISM ASSOCIATION

Scott Luey, Chair

Bryan Boles, Treasurer

Sample MAT Remittance Report

| Scenario 1 | |
|--|--------------------------|
| Remittance Period | April 1 to June 30, 2025 |
| Name of the Property | XYZ Suites |
| Number of Rooms Available | 2 |
| Room Nights Available | 91 |
| Room Nights Occupied | 78 |
| Daily Room Rate | \$175 |
| Rooms Revenue | \$13,650 |
| Rooms Revenue with exemption | \$0 |
| MAT Charged and Collected (4%) | \$546 |
| ORHMA Service Fee (5%) | \$27.30 |
| Total Remittance to City of Port Colborne | \$518.70 |

| Scenario 2 | |
|--|------------------------------|
| Remittance Period | July 1 to September 30, 2025 |
| Name of the Property | MNO Lodge |
| Number of Rooms Available | 8 |
| Room Nights Available | 92 |
| Room Nights Occupied | 298 |
| Daily Room Rate | \$220 |
| Rooms Revenue | \$65,560 |
| Rooms Revenue with exemption | \$0 |
| MAT Charged and Collected (4%) | \$2,622.40 |
| ORHMA Service Fee (1.8%) | \$47.20 |
| Total Remittance to City of Port Colborne | \$2,575.20 |



Subject: Sale of the Alma Street Road Allowance

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2024-166

Meeting Date: November 12, 2024

Recommendation:

That Chief Administrative Office Report 2024-166 be received; and

That Council approve the Agreement of Purchase and Sale with 1000923545 Ontario Inc. for the Alma Street Road Allowance; and

That the Mayor and City Clerk be authorized to sign the by-law for the Agreement of Purchase and Sale and any and all documents respecting the sale of these lands.

Purpose:

The purpose of this report is to bring forward the Agreement of Purchase and Sale and by-law to formally approve the sale of the Alma Street Road Allowance legally described as Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134; Port Colborne as shown in Appendix A.

Background:

The Development and Government Relations team created a City Real Estate Initiative focused on identifying property that may be declared surplus and marketed for residential, commercial, and industrial development. In addition to this, the Development and Government Relations team has been tasked with coordinating requests submitted to purchase City real estate.

The Alma Street Road Allowance, legally described as Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134; Port Colborne as shown in Appendix A is a vacant City-owned property north of Fares and east of Canal Bank Road.

The previous owners of 302 Welland Street, which is adjacent to the Alma Street Road Allowance, submitted a written request to purchase the City property. The new owners of 302 Welland Street also own 46 Fraser Street which means one property owner is on three sides with a road on the fourth side as shown in Appendix A. In accordance with the City's Sale of Land Policy, a non-marketable piece of City property can be offered to the adjoining landowners at a fair market value.

The new owner of 302 Welland Street has submitted a written offer to purchase, which aligns with the CHS Realty Appraisal obtained by the City in September of 2022.

Discussion:

The City parcel recommended for sale and shown in Appendix A, does not generate tax revenue for the City and is not required for operational or maintenance reasons by the City and is not a marketable piece of property.

The Alma Street parcel was created through a Stop-up and Close Process approved by Council on June 14, 2022 Report 2022-118 and was declared surplus by Council on October 8, 2024 (Report 2024-182). The property is not zoned but abuts a R4 Zoned area which is the highest residential density zone in the City Zoning By-law. This allows for multi-unit residential buildings such as condominiums and apartment buildings.

The property is approximately 1053.24 square feet. The purchaser is completing a land assembly for a future residential development.

The City Solicitor has reviewed and revised the draft Agreement of Purchase and Sale to incorporate wording and conditions important to the City. This version of the agreement has been reviewed and approved by the purchaser.

Internal Consultations:

The Development and Government Relations team has consulted with the Public Works Department on the property size and Public Works has no planned use or see a future need for this property. The Planning Division has said the highest and best use of this property would be for residential development to connect with the surrounding residential zoning.

Financial Implications:

This property is being sold to 1000923545 Ontario Inc. for \$60,000 plus applicable taxes but inclusive of survey and legal closing costs. The sale proceeds will be directed to the Economic Development Land Reserve.

The property currently does not generate any taxes for the City of Port Colborne. Once this property has been sold it will be re-assessed by the Municipal Property Assessment Corporation (MPAC) creating an additional taxpaying property in the City. In the future, once the property has been developed into residential units, MPAC will complete another reassessment providing further tax revenues for the City.

Staff anticipate that the new owner will apply to the City's Community Improvement Plan (CIP) incentive programs for a future development which will encompass all of the purchaser's properties at this location. These CIP programs are designed to leverage public sector investment and encourage and facilitate private sector investment in designated areas of the City including the downtown, East Waterfront, and Olde Humberstone areas.

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:

The Alma Street Road Allowance is a small piece of surplus City property on the City's east side in an area of the City where revitalization and renewal are a strategic focus. The adjacent property owner has made an offer to purchase the land as part of a land assembly for a significant residential development and staff have adhered to the City's Sale of Land Policy.

Staff recommend that City Council approve the sale of the Alma Street Road Allowance for \$60,000 plus applicable taxes but inclusive of survey and City legal closing costs and that the attached by-law be approved.

Appendices:

- a. Property Map Alma Street Road Allowance Part 1 - Survey
- b. Alma Street Road Allowance By-law and Agreement of Purchase & Sale

Respectfully submitted,

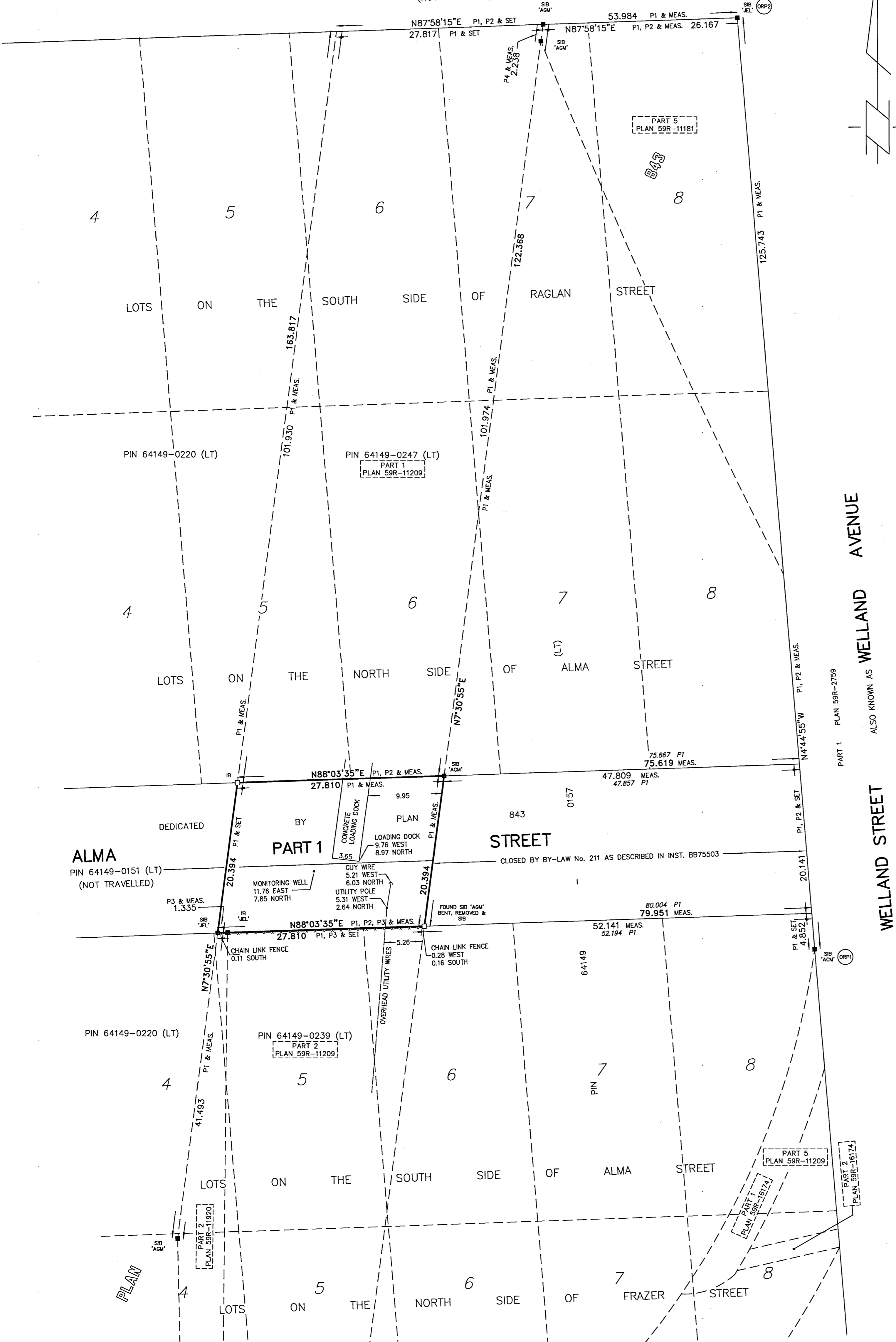
Bram Cotton
Economic Development Officer
(905) 228-8063
Bram.Cotton@portcolborne.ca

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

Report Approval:

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

RAGLAN STREET NOW **BELL STREET**
DEDICATED BY PLAN 843
(NOT TRAVELLED)



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE: OCTOBER 8, 2024

PLAN 59R-18193
RECEIVED AND DEPOSITED
DATE: OCTOBER 18, 2024

Mark Gilmore
MARK GILMORE
ONTARIO LAND SURVEYOR

Carol Watson
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (59)

| SCHEDULE | | | |
|----------|--|------|-----------------------------|
| PART | LOT | PLAN | PIN |
| 1 | PART OF ALMA STREET LYING WEST OF WELLAND STREET | 843 | PART OF PIN 64149-0151 (LT) |

PLAN OF SURVEY OF
PART OF ALMA STREET LYING WEST OF WELLAND STREET
PLAN 843
IN THE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:300

LANTHIER & GILMORE SURVEYING LTD.
2024

LEGEND

| | |
|--|--|
| <ul style="list-style-type: none"> • DENOTES SURVEY MONUMENT FOUND ⊕ SURVEY MONUMENT SET SIB STANDARD IRON BAR SSIB SHORT STANDARD IRON BAR IB IRON BAR IBØ ROUND IRON BAR IT IRON TUBE PB PLASTIC BAR CC CUT CROSS WT WITNESS ORP OBSERVED REFERENCE POINT MEAS. MEASURED | <ul style="list-style-type: none"> 'JEL' DENOTES LANTHIER & GILMORE SURVEYING LTD. 'OU' ORIGIN UNKNOWN 'AGM' ARCHIBALD, GRAY & MCKAY LTD. (LONDON) P1 PLAN 59R-11209 P2 PLAN 59R-2759 P3 PLAN 59R-11920 P4 PLAN 59R-11181 |
|--|--|

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORP's) DERIVED FROM GPS OBSERVATIONS USING THE CAN-NET VRS NETWORK, UTM ZONE 17, NAD 83 (CSRS) (1997).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10.

| POINT ID | NORTHING | EASTING |
|----------|--------------|------------|
| ORP1 | 4,749,884.58 | 643,170.95 |
| ORP2 | 4,750,009.90 | 643,160.57 |

CAUTION
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARING NOTE
BEARINGS ARE UTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM MONUMENTS ORP1 TO ORP2, SHOWN HEREON, HAVING A BEARING OF N4°44'55"W REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (1997).

FOR BEARING COMPARISONS, A ROTATION OF 1° 11' 05" IN A COUNTER CLOCK-WISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 59R-2759.

DISTANCE NOTES
METRIC CONVERSION
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

GRID SCALE CONVERSION
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID COORDINATES BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.99983135.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON OCTOBER 7, 2024.

DATE: OCTOBER 8, 2024

Mark Gilmore
MARK GILMORE
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-71768

LANTHIER & GILMORE SURVEYING LTD.
173 CLARENCE ST. PORT COLBORNE, ONT. (905) 835-5477

| | | | |
|--------------|--------------------------|------------------|--------|
| SCALE: 1:300 | DR. BY: CM CH. BY: MG | JEL FILE: 22-966 | F-1472 |
|--------------|--------------------------|------------------|--------|

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with 1000923545 Ontario Inc., regarding Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134; Port Colborne.

Whereas at its meeting of November 12th, 2024 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2024-166, Subject: Sale of Alma Street Road Allowance; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 1000923545 Ontario Inc. for the sale of Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134 for the sale price of \$60,000; 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 of Purchase and Sale with 1000923545 Ontario Inc., for the sale of Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134 for the purchase price of \$60,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor, the City Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.
4. 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 12th day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "Vendor")

- and-

(collectively, the "Purchaser")

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

1. Real Property

Upon and subject to the terms and conditions of this Agreement set forth in this Agreement, the Purchaser hereby agrees to and with the vendor to purchase, and the Vendor agrees to and with the Purchaser to sell those lands and premises being part of Alma Street and legally described as Alma Street Plan 843, Port Colborne lying west of Welland Street shown as Part 1 on the draft Reference Plan attached as Schedule "B", which is part of Pin 64149-0151 (LT) (the "PROPERTY").

2. Payment of Purchase Price

The purchase price for the Property is SIXTY THOUSAND DOLLARS (\$60,000.00) the ("**Purchase Price**") plus Harmonized Sales Tax ("H.S.T."), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay FIVE THOUSAND DOLLARS (\$5,000.00) by wire or certified cheque drawn against the trust account of a law firm in Ontario to Daniel and Partners LLP, In Trust, as the Vendor's solicitors (the "Deposit"). The deposit will be held in trust pending completion or other termination of this transaction and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest-bearing account; and

(b) On closing, the sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) subject to the usual adjustments, if any, payable by wire transfer or a certified cheque drawn against the trust account of a law firm in Ontario, to the Vendor, or as it may direct, on the closing Date.

3. Title Clause

This Agreement is subject to title to the Property being good and free from all encumbrances, save only (a) any easements for servicing or utilities that do not materially affect the use of the Property, (b) municipal agreements, providing such are complied with or security has been posted to ensure compliance and completion, as evidenced by a letter from the Vendor and (c)

registered restrictions, restrictive covenants, municipal by-laws or governmental enactments, providing such are complied with. The Purchaser will not call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser will be allowed until ten (10) days prior to Closing to examine the title at their own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections be null and void and the Deposit shall be returned by the Vendor to the Purchaser forthwith without interest or deduction and the parties shall have no other liabilities to each other. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

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

5. Conditions

INTENTIONALLY DELETED.

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

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

7. Environmental

- (a) The Purchaser acknowledges and agree that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called

“**Environmental Matters**”) and that the Purchaser takes the Property «as is” and relies upon their own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns and its employees and agents (collectively, the “**Vendor Parties**”), will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Vendor Parties in respect of any Claims in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any municipal, provincial, federal or other governmental body, board, commission, authority, department or ministry, or employees, officials or representatives thereof.

- (b) As of and from the Closing Date, the Purchaser shall release the Vendor Parties, and their successors and assigns, from and against all Claims, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the “Substances”), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.
- (c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor Parties, and their successors and assigns, from any and all Claims arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. These provisions shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser's interest in the Property.

8. Future Use

- (a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement
- (b) The Purchaser acknowledges and agrees that the Vendor is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property by the Purchaser.

9. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 pm on November 26, 2024 (the “**Closing Date**”).

10. Adjustments, Harmonized Sales Tax and Land Transfer Tax

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

11. Closing Documents

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

12. Non-Merger

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

13. Binding Agreement/Time of the Essence

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

14. Entire Agreement

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

15. Tender

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

16. Non-Fettering

- (a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Vendor's determinations or actions in the capacity of the Vendor as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.
- (b) All rights, benefits and obligations of the Vendor under this Agreement shall be rights, benefits and obligations of the Vendor in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Vendor in its function and capacity as a municipal corporation with respect to matters of general application, Without limiting the generality of the foregoing, nothing in this Agreement constitutes a waiver or exception of or from the Purchaser from complying with, obtaining and being subject to all necessary consents, permits, licenses or approvals from the Vendor in its capacity as a municipal corporation, in connection with any design, construction or development of anything on the Property.

17. Non-Registration

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

18. Business Day

For purposes of this Agreement, ~~Page 88 of 76~~ means a day other than Saturday, Sunday

or a statutory holiday for the Province of Ontario.

19. Severability

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

20. Notices

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

To the Vendor:

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

Attention: Chief Administrative Officer

To the Purchaser:

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

21. Successors and Assigns

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

22. Counterparts and Electronic Delivery

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

23. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained open for acceptance by the Vendor until 5 p.m. on October __, 2024 after which time, if not accepted, such offer shall become null and void.

[next page is signature page]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the _____ day of October, 2024.

Per: _____

- President

I have authority to bind the corporation

IN WITNESS WHEREOF the Vendor has executed this Agreement the _____ day of October, 2024.

The Corporation of the City of Port Colborne

Per:

Bill Steele – Mayor

Charlotte Madden – City Clerk

SCHEDULE "A"

RIGHT TO RE-CONVEYANCE

THIS AGREEMENT is made as of the ___ day of November 2024.

BETWEEN:

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

• and -

(the "Purchaser")

RECITALS:

A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on ___ 2024, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands legally described as _____ being part of PIN 64141- _____ (LT); (the Property”) and, subject to the City reserving the right to a re-conveyance of the Property.

B. The purchaser has agreed to enter into an Agreement with the City to secure the City’s right to re-conveyance of the Property.

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

1. RIGHT TO RE-CONVEYANCE

(a) The Purchaser hereby grants to the City the irrevocable right to re-conveyance of the property in the event the Purchaser fails to:

I. Make meaningful progress with respect to obtaining a building permit for the construction of a multi-unit residential complex, as determined by the City in its sole discretion acting reasonably, within two (2) years of registration of the transfer of the Property from the City to the Purchaser;

OR

II. Obtain building permits and begin construction of a multi-unit residential

complex, within three (3) years and six (6) months of registration of the Transfer of the Property;

In the event that the Purchaser has not satisfied the conditions within the timelines in (I) and/or (II) above for reasons which are beyond the control of the Purchaser then the Purchaser and the City agree to enter into good faith discussions with respect to possible amendments to any of the timelines.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 1(a)(I) or (II).
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections (a) or (b), it shall do so for the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for the same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser.
- (e) On the date which is thirty (30) days after the City exercises its right to receive a re-conveyance of the Property (the "Closing Date"), the Purchaser will convey the property to the Purchaser subject to the terms provided for in this Agreement. The Purchaser shall give vacant possession of the Property to the Purchaser on the Closing Date.
- (f) In addition to Section 1(e) above, the Purchaser undertakes to obtain and register good and valid discharges and/or releases of all liens, charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option to purchase the Property, Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such liens, charges or other encumbrances.

2. NON-ASSIGNMENT

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

3. POSTPONEMENT

The City agrees to postpone all of its right, priority and interest in this Agreement to a mortgage from a lender (a “**Construction Lender**”) who has agreed to finance the construction of the improvements described in Section 1.(a) of this Agreement. The City agrees to enter into any such registrations, postponements or subordination agreements as may be required by the Construction Lender.

4. SEVERABILITY

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

5. NOTICES

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

(a) City:

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile: (905) 835-2939
Telephone: (905) 835-2900

(b) Purchaser:

Attention:
Facsimile:
Telephone:

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

6. SUCCESSORS AND ASSIGNS

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

7. COUNTERPARTS AND ELECTRONIC DELIEVRY

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

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the day of
2024

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the __ day of 2024__

Per: _____
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the
Corporation

Subject: Electric Vehicle Chargers

To: Council

From: Public Works Department

Report Number: 2024-197

Meeting Date: November 12, 2024

Recommendation:

That Public Works Department Report 2024-197 be received; and

A By-law be brought forward to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – HH Knoll Lakeview Park; and

A By-law be brought forward to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Market Square; and

A By-law be brought forward to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Main Street West Parking Lot; and

A By-law be brought forward to Authorize Entering into an Agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. Regarding Lease Agreement for Charging Station Deployment – Vale Health and Wellness Centre; and

That the Director of Public Works be directed to implement the works as outlined within this report.

Purpose:

The purpose of this report is to obtain approval from Council to enter into lease agreements with FLO Infra Canada 2 LP and FLO Infra Canada 1 LP to supply and install electric charging stations for public use and allocate funding to install said public facing chargers as well as chargers for city fleet use at the Engineering and Operations Centre and Fire Hall.

Background:

In 2022, Council approved a capital project pertaining to the installation of a Level 3 Direct Current Fast Charger (DCFC) within the City and more recently in June 2024, staff presented the Trimester 1 Financial Reporting which discussed potential funding solutions for level 2 and 3 chargers.

Discussion:

Public EV Charging

Staff have investigated multiple public charging scenarios from owning chargers to leasing land to companies that already have substantial electrical vehicle charging networks. Funding opportunities were also reviewed with the Zero Emission Vehicle Infrastructure Program but the requirement to install a minimum of 20 level 2 chargers that were all required to be public facing made the funding unrealistic for Port Colborne. The City would have had to install, maintain, and operate the business of electric vehicle chargers as companies with vast networks were not interested in installing so many in a community the size of Port Colborne. Through discussions with FLO, staff were able to negotiate the installation of level 2 chargers in three highly travelled destination points being H.H. Knoll Park, Market Square, and the public parking lot at the corner of Main Street West and Church Street. Each of these locations will receive one charging station that will charge two vehicles at once. These chargers will be installed and operated by FLO on city lands per the lease agreements, the City will be responsible for supplying power to the site. Should FLO or the City choose to not renew the lease at a future date, the infrastructure installed by the City will remain, allowing a new company to utilize the infrastructure at that time.

FLO has also agreed to install a level 3 DCFC at the Vale Health and Wellness Centre. The sport complex itself, and its proximity to Highway 140, and Highway 3 make it an ideal location for this infrastructure. FLO will fully fund the installation of this unit.

City Fleet EV Charging

The City's Strategic Plan outlines numerous goals related to the environment and climate change with one being to reach net-zero energy by 2040 through reduced greenhouse gas emissions and improved energy efficiency. With this, the City is committed to procuring electric vehicles within the fleet replacement strategy where suitable. To provide the capacity for electric vehicle charging at the Engineering and Operations Centre, an upgrade to the electrical service is required. Staff have strategically positioned the upgrade to take place between the Engineering and Operations Centre and Fire Hall to allow for future expansion to both buildings when the time comes to transition further fleet to electric. Further expansion of the City's fleet

charging network at other city owned facilities will be investigated to determine the need and optimal locations in the future.

Project Timeline

To expedite the project, staff have already implemented the procurement process to select a contractor to install the infrastructure pending Council's approval. The Level 2 chargers are anticipated to be installed prior to the end of February 2025. The Level 3 DCFC at the Vale Health and Wellness Centre, and Level 2 chargers at the Engineering and Operations Centre will have a longer completion time as there is a minimum 1-year lead time to receive the required transformers from the electric utility.

Internal Consultations:

Staff have reviewed the public and facility infrastructure to ensure the chargers are located in the most economical and effective areas to suit current and future needs.

Financial Implications:

The total cost to implement the public and City fleet charging stations is \$232,000 of which \$42,000 will be refunded by the hydro utility, Canadian Niagara Power, once the upgrade at the Engineering and Operations Centre is completed for a total cost of \$181,000. This project will be funded from the already approved capital project funding of \$106,618, the 2024 Operating budget at \$35,000, and the new 2025 Operating budget for Electric Vehicle Charging accounted for within Programs, Grants, and Activities at \$40,000.

Public Engagement:

All residents and organizations directly impacted due to the construction will be notified in advance.

Strategic Plan Alignment:

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

- Environment and Climate Change
- Welcoming, Livable, Healthy Community
- Economic Prosperity

- Sustainable and Resilient Infrastructure
-

Conclusion:

Approval of this report will allow Public Works staff to move forward with the electrical work required to bring public electric vehicle charging to the City as well as provide electric charging capacity for the city's future electric fleet vehicles.

Appendices:

- a. By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – HH Knoll Lakeview Park
- b. By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Market Square
- c. By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – 105 Main Street West Parking Lot
- d. By-law to Authorize Entering into an Agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. Regarding Lease Agreement for Charging Station Deployment – Vale Health and Wellness Centre
- e. General Location Map

Respectfully submitted,

Laura Blain
Project Manager
905-228-8125
Laura.Blain@portcolborne.ca

Tim Anderson
Manager of Fleet, Facilities and Stores
905-228-8129
Tim.Anderson@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – HH Knoll Lakeview Park

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at HH Knoll Lakeview Park, 160 Sugarloaf Street, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at HH Knoll Lakeview Park, 160 Sugarloaf Street, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 2 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 2 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Level 2 Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Hydro-Make Ready Work**" has the meaning given to it in Section 1 of Schedule "D".

(s) **"Intellectual Property"** means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(t) **"Lands"** means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as **[ADDRESS]**, in the City of Port Colborne, Province of Ontario.

(u) **"Laws"** means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(v) **"Lease"** means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(w) **"Leased Premises"** has the meaning given to it in Section 2.01.

(x) **"Necessary Service Area"** has the meaning given to it in Section 2.02.

(y) **"Person(s)"** includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(z) **"Protected Areas"** has the meaning given to it in Section 2.02.

(aa) **"Sales Taxes"** means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(bb) **"Second Extension Term"** has the meaning given to it in Section 2.05.

(cc) **"Term"** means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(dd) **"Transfer"** has the meaning given to it in Section 10.01(a).

ARTICLE II GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined** in **BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01 (the "**Possession Date**"), whereupon the Tenant shall have a period of twelve

(12) months to make alterations to the Leased Premises required to install its Equipment (including, without limitation, any electrical work necessary to power the Equipment, utility connections, conduit and wiring, cement work, excavation, and installation of bollards and concrete pads), and to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

[NTD to Port Colborne: The above shall be substituted for the below in the Level 2 Charger Leases.]

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01, and with all of the Hydro Make Ready Work complete in accordance with Section 1 of Schedule "D" (the "**Possession Date**"), whereupon the Tenant shall have a period of up to twelve (12) months to address any punch-list items, and make any further alterations to the Leased Premises required to install its Equipment, to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant, the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

ARTICLE III RENT

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

In addition to Gross Rent, the Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the Landlord on account of the sub-meter to be installed by the Landlord, in accordance with Schedule "D".

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers, at the Landlord's cost and expense. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation,

lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to the periods set out at Section 2 of Schedule "D", and any other commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis, save and except for as more particularly set out at Section 2 of Schedule "D".

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section 2 of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the

Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of,

transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as

light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII. Notwithstanding anything to the contrary herein contained, the maintenance, repair, and replacement of all Hydro-Make Ready Work required during the Term, as extended or renewed, shall be carried out by the Landlord, at the Landlord's sole cost and expense.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02

hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, and the Hydro-Make Ready Work, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date, the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, save and except for any Hydro Make Ready Work, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required

authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii)

public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to

the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible, at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

**ARTICLE IX
SUBORDINATION AND ATTORNMENT**

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immoveable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immoveable hypothec in respect of the Lands or to any purchaser, transferee or disposee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) and executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or dispossesee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting

the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section **Error! Reference source not found.**

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment; and

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

ARTICLE XIV MISCELLANEOUS

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of

an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule "D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have signed and sealed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

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

)
) (LANDLORD)

) Per: _____

) Name: [●]

) Title: [●]

) I have authority to bind the corporation.

)

)

)

)

) **FLO INFRA CANADA 2 LP BY ITS GENERAL**
) **PARTNER FLO INFRA CANADA GP 2 INC.**

)
) (TENANT)

) Per: _____

) Name: Martin Brière

) Title: Chief Network and Experience Officer

) I have authority to bind the corporation.

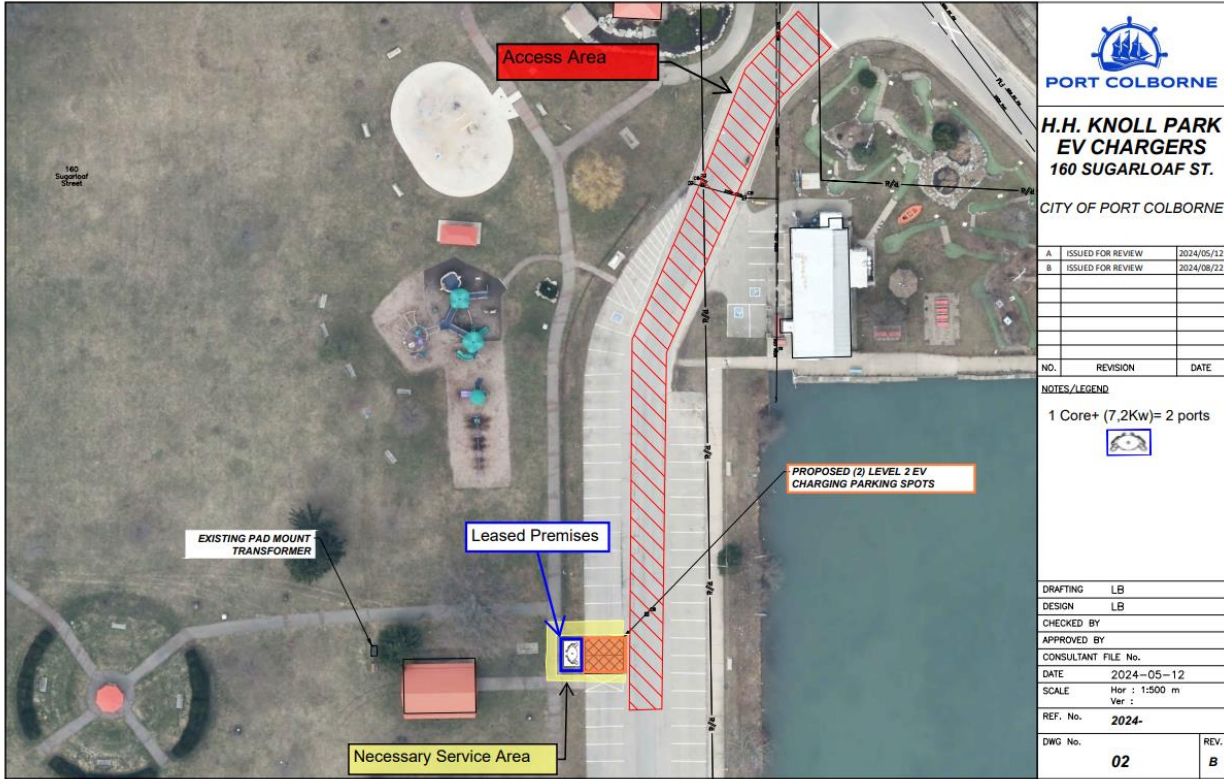
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SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

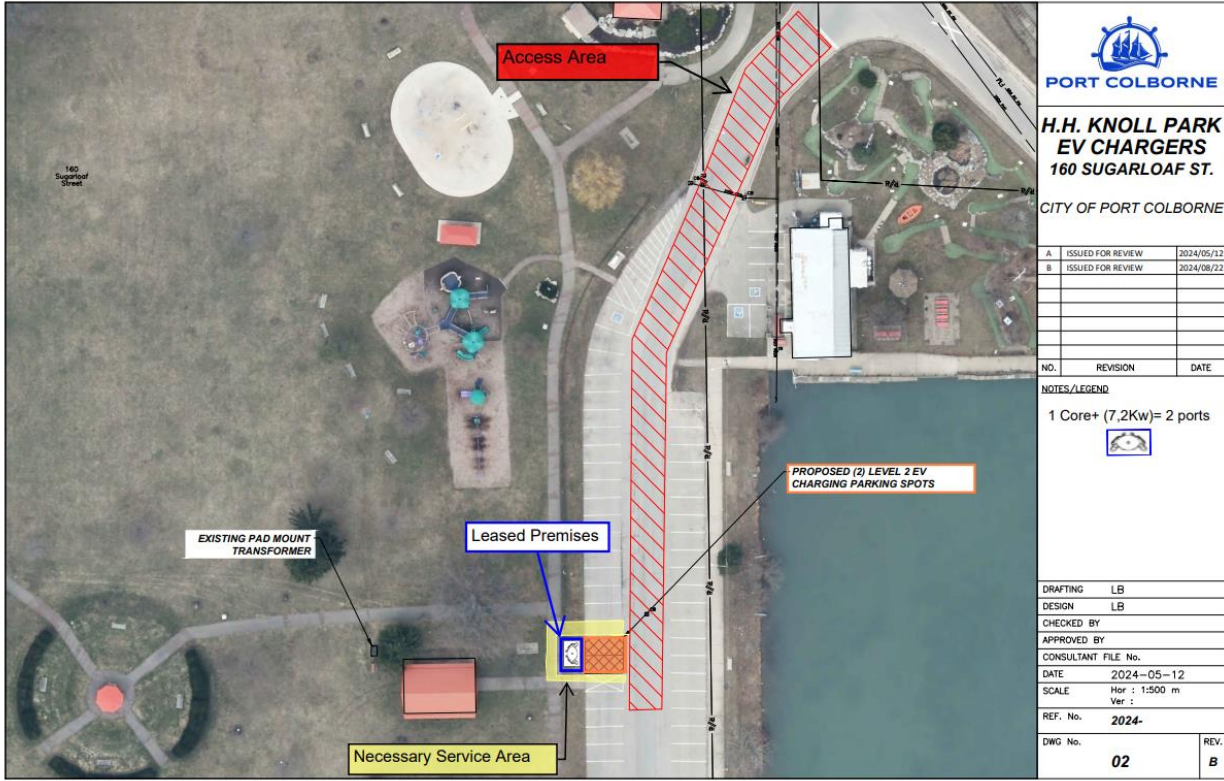
| Property | PIN | Proposed new EV Chargers |
|--|-----------------|---------------------------------|
| HH Knoll Lakeview Park - 160 Sugarloaf Street, Port Colborne, ON | PIN: 64457-0164 | Two (2) L2s Chargers |

SCHEDULE "B" PLAN OF THE LEASED PREMISES AND PROTECTED AREAS



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SCHEDULE "C" PRELIMINARY INSTALLATION PLAN



DRAWING FILE: C:\Users\laura.blain\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:23pm PLOTTED BY: Laura.Blain

SCHEDULE "D"
SPECIAL PROVISIONS

1. Hydro Make Ready Work

The Landlord shall, at its sole cost and expense, cause to be performed all work necessary to facilitate the required utility connections, excavation, paving, and the installation of all utility conduit and wiring, and installation of a separate meter pursuant to the Tenant's specifications required to be carried out in order to install the EV Chargers (the "**Hydro Make Ready Work**") on the Lands, and in accordance with plans and a construction schedule approved in advance by the Tenant and the Landlord, acting reasonably. For greater certainty, Hydro Make Ready Work shall also include the installation of a concrete pad, and, if applicable, the erection of bollards on the Leased Premises, in accordance with the plans and specifications agreed to by the Landlord and the Tenant, both of which shall be the Landlord's responsibility, at its cost and expense. Following the completion of the Hydro Make Ready Work, the Tenant shall, at its sole cost and expense, supply the EV Chargers and cause to be performed all work necessary to install the EV Chargers by connecting to the Hydro Make Ready Work. The Landlord represents and warrants that the Hydro Make Ready Work shall be performed by duly qualified professionals, in accordance with all applicable Law (including safety, building, and electrical standards). The Tenant shall be permitted to receive updates on the completion of the Hydro Make Ready Work, and to the extent the Tenant discovers any errors, damage, or defects in respect of the Hydro Make Ready Work at any point during the Term, as extended or renewed, the Landlord shall carry out, or cause to be carried out, all required work to remedy such errors, damage, or defects to the satisfaction of the Tenant, acting reasonably, at the Landlord's sole cost and expense.

2. Restrictions on Access

Notwithstanding anything to the contrary herein contained, the Landlord and the Tenant acknowledge and agree that the unrestricted access by the Tenant and its employees, contractors, and customers to the Equipment located on the Lands, being 160 Sugarloaf Street, Port Colborne, ON, shall be subject to the following restrictions during which time the Equipment shall not be available for public use: from the date hereof, access by the Tenant and its employees, contractors, and customers to the Leased Premises will be restricted every August, for four (4) calendar days from 7:00 am on the Friday immediately before the Civic long weekend to 11:59 pm on the Monday of the Civic long weekend.

3. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the

average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Market Square

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at Market Square, 64 Clarence Street, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at Market Square, 64 Clarence Street, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 2 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 2 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Level 2 Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Hydro-Make Ready Work**" has the meaning given to it in Section 1 of Schedule "D".

(s) **"Intellectual Property"** means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(t) **"Lands"** means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as Market Square Charlotte St - 64 Clarence Street, in the City of Port Colborne, Province of Ontario.

(u) **"Laws"** means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(v) **"Lease"** means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(w) **"Leased Premises"** has the meaning given to it in Section 2.01.

(x) **"Necessary Service Area"** has the meaning given to it in Section 2.02.

(y) **"Person(s)"** includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(z) **"Protected Areas"** has the meaning given to it in Section 2.02.

(aa) **"Sales Taxes"** means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(bb) **"Second Extension Term"** has the meaning given to it in Section 2.05.

(cc) **"Term"** means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(dd) **"Transfer"** has the meaning given to it in Section 10.01(a).

**ARTICLE II
GRANT, TERM AND INTENT**

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined in BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01, and with all of the Hydro Make Ready Work complete in

accordance with Section 1 of Schedule "D" (the "**Possession Date**"), whereupon the Tenant shall have a period of up to twelve (12) months to address any punch-list items, and make any further alterations to the Leased Premises required to install its Equipment, to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant,

the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

ARTICLE III RENT

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the

Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

In addition to Gross Rent, the Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the Landlord on account of the sub-meter to be installed by the Landlord, in accordance with Schedule "D".

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers, at the Landlord's cost and expense. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation, lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to the periods set out at Section 2 of Schedule "D", and any other commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis, save and except for as more particularly set out at Section 2 of Schedule "D".

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section 2 of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding

that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII. Notwithstanding anything to the contrary herein contained, the maintenance, repair, and replacement of all Hydro-Make Ready Work required during the Term, as extended or renewed, shall be carried out by the Landlord, at the Landlord's sole cost and expense.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02 hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, and the Hydro-Make Ready Work, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date,

the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, save and except for any Hydro Make Ready Work, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii) public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations

hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible,

at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

ARTICLE IX SUBORDINATION AND ATTORNMENT

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immoveable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immoveable hypothec in respect of the Lands or to any purchaser, transferee or dispossesee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions

herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) an executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section **Error! Reference source not found.**

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other

amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment; and

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the

Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

ARTICLE XIV MISCELLANEOUS

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No

covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule

"D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have signed and sealed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

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

)
) (LANDLORD)

) Per: _____

) Name: [●]

) Title: [●]

) I have authority to bind the corporation.

)

)

)

)

) **FLO INFRA CANADA 2 LP BY ITS GENERAL**
) **PARTNER FLO INFRA CANADA GP 2 INC.**

)
) (TENANT)

) Per: _____

) Name: Martin Brière

) Title: Chief Network and Experience Officer

) I have authority to bind the corporation.

)

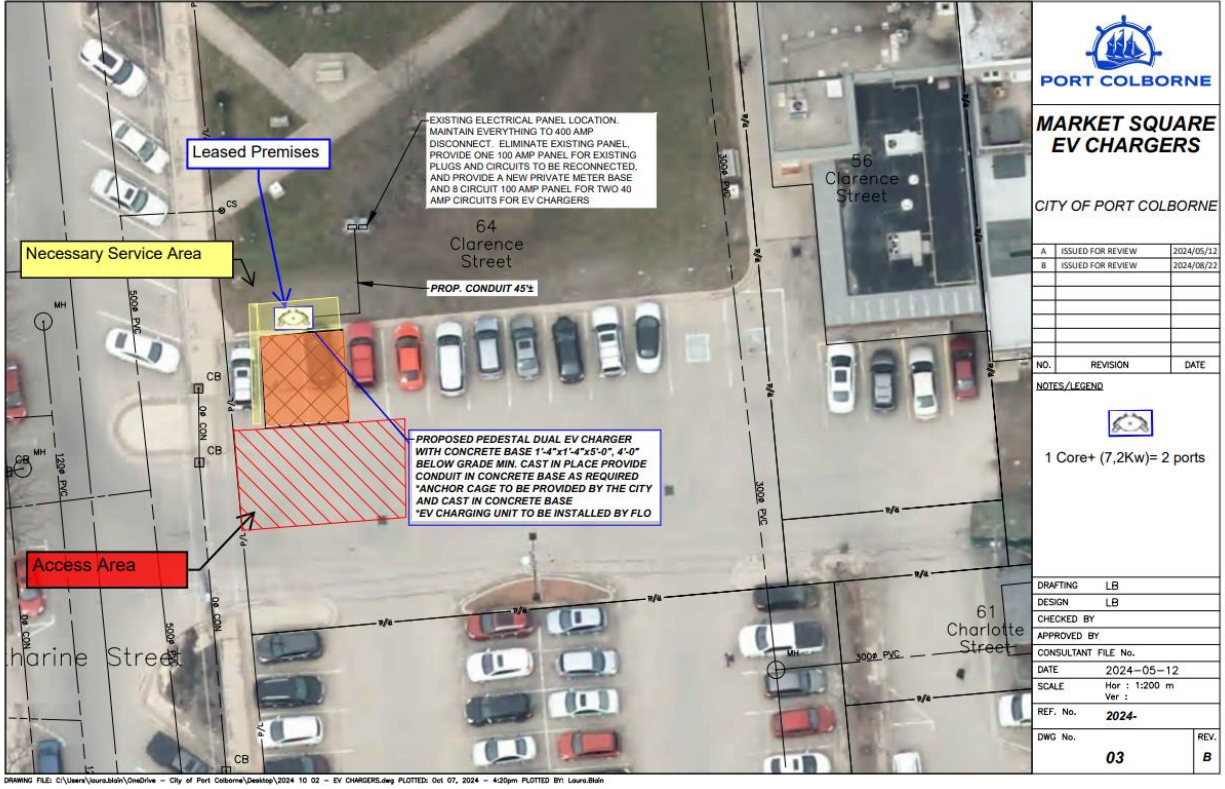
)


SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|--|-----------------|---------------------------------|
| Market Square Charlotte St - 64 Clarence Street, Port Colborne, ON | PIN: 64163-0299 | Two (2) L2s Chargers |

SCHEDULE "B"

PLAN OF THE LEASED PREMISES AND PROTECTED AREAS






PORT COLBORNE

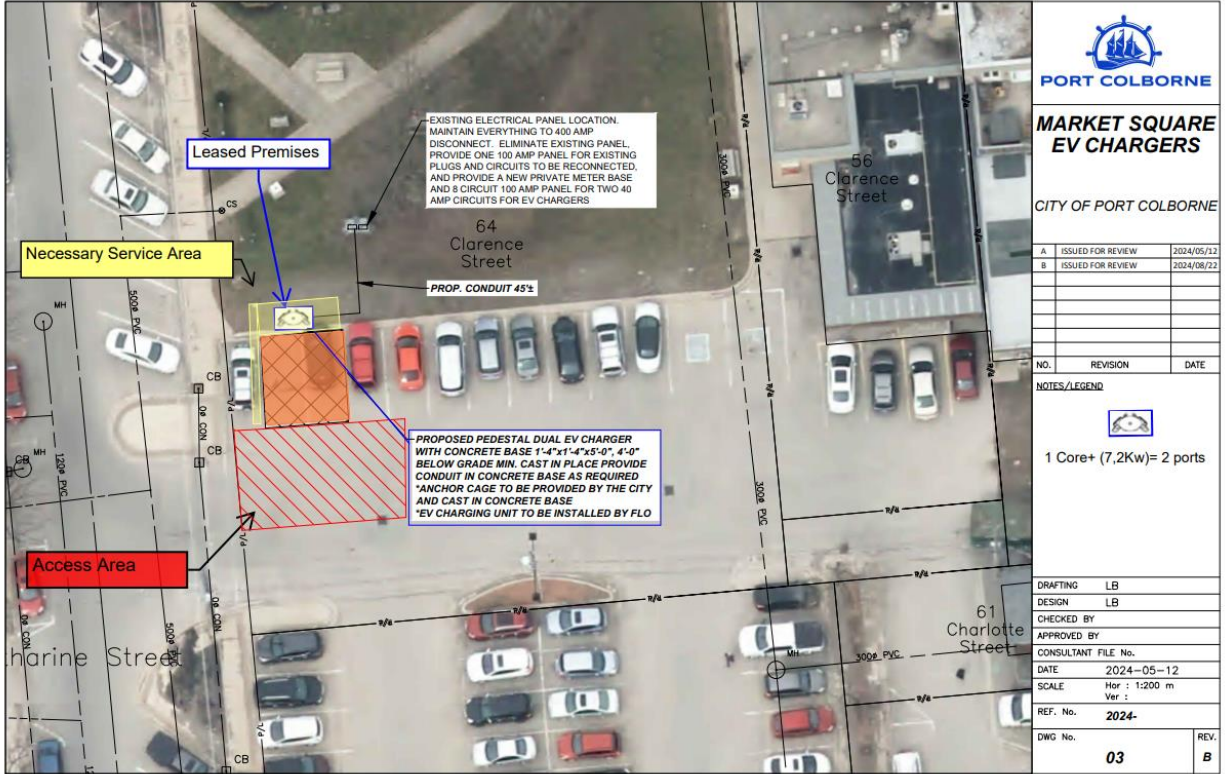
MARKET SQUARE EV CHARGERS


CITY OF PORT COLBORNE

| A | ISSUED FOR REVIEW | 2024/05/12 |
|---|-------------------|------------|
| B | ISSUED FOR REVIEW | 2024/08/22 |
| | | |
| | | |
| | | |
| | | |
| NO. | REVISION | DATE |
| NOTES/LEGEND | | |
|  | | |
| 1 Core+ (7,2Kw)= 2 ports | | |
| DRAFTING LB | | |
| DESIGN LB | | |
| CHECKED BY | | |
| APPROVED BY | | |
| CONSULTANT FILE No. | | |
| DATE 2024-05-12 | | |
| SCALE Hor : 1:200 m | | |
| Ver : | | |
| REF. No. 2024- | | |
| DWG No. | | REV. |
| 03 | | B |

DRAWING FILE: C:\Users\laura.blain\OneDrive - City of Port Colborne\Desktop\2024 10 02 - EV CHARGERS.dwg PLOTTED: Oct 07, 2024 - 4:03pm PLOTTED BY: Laura.Blain

SCHEDULE "C" PRELIMINARY INSTALLATION PLAN






PORT COLBORNE

**MARKET SQUARE
EV CHARGERS**

CITY OF PORT COLBORNE

| NO. | REVISION | DATE |
|---|-------------------|------------|
| A | ISSUED FOR REVIEW | 2024/05/12 |
| B | ISSUED FOR REVIEW | 2024/08/22 |
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| NOTES/LEGEND | | |
|  | | |
| 1 Core+ (7,2Kw)= 2 ports | | |
| DRAFTING LB | | |
| DESIGN LB | | |
| CHECKED BY | | |
| APPROVED BY | | |
| CONSULTANT FILE No. | | |
| DATE 2024-05-12 | | |
| SCALE Hor : 1:200 m | | |
| Ver : | | |
| REF. No. 2024 | | |
| DWG No. | REV. | |
| 03 | B | |

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SCHEDULE "D"
SPECIAL PROVISIONS

1. Hydro Make Ready Work

The Landlord shall, at its sole cost and expense, cause to be performed all work necessary to facilitate the required utility connections, excavation, paving, and the installation of all utility conduit and wiring, and installation of a separate meter pursuant to the Tenant's specifications required to be carried out in order to install the EV Chargers (the "**Hydro Make Ready Work**") on the Lands, and in accordance with plans and a construction schedule approved in advance by the Tenant and the Landlord, acting reasonably. For greater certainty, Hydro Make Ready Work shall also include the installation of a concrete pad, and, if applicable, the erection of bollards on the Leased Premises, in accordance with the plans and specifications agreed to by the Landlord and the Tenant, both of which shall be the Landlord's responsibility, at its cost and expense. Following the completion of the Hydro Make Ready Work, the Tenant shall, at its sole cost and expense, supply the EV Chargers and cause to be performed all work necessary to install the EV Chargers by connecting to the Hydro Make Ready Work. The Landlord represents and warrants that the Hydro Make Ready Work shall be performed by duly qualified professionals, in accordance with all applicable Law (including safety, building, and electrical standards). The Tenant shall be permitted to receive updates on the completion of the Hydro Make Ready Work, and to the extent the Tenant discovers any errors, damage, or defects in respect of the Hydro Make Ready Work at any point during the Term, as extended or renewed, the Landlord shall carry out, or cause to be carried out, all required work to remedy such errors, damage, or defects to the satisfaction of the Tenant, acting reasonably, at the Landlord's sole cost and expense.

2. Restrictions on Access

Notwithstanding anything to the contrary herein contained, the Landlord and the Tenant acknowledge and agree that the unrestricted access by the Tenant and its employees, contractors, and customers to the Equipment located on the Lands, being 64 Clarence Street, Port Colborne, ON, shall be subject to the following restrictions during which time the Equipment shall not be available for public use: from the date hereof, access by the Tenant and its employees, contractors, and customers to the Leased Premises will be restricted (i) every Friday, year-round, from 7:00 am to 12:00pm to allow for the operation of the weekly market, and (ii) every August, for four (4) calendar days from 7:00 am on the Friday immediately before the Civic long weekend to 11:59 pm on the Monday of the Civic long weekend.

3. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the

average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Main Street West Parking Lot

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at the Main Street West Parking Lot, 105-109 Main Street West, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at the Main Street West Parking Lot, 105-109 Main Street West, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 2 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 2 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Level 2 Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Hydro-Make Ready Work**" has the meaning given to it in Section 1 of Schedule "D".

(s) **"Intellectual Property"** means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(t) **"Lands"** means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as Main Street West Parking Lot – 105 -109 Main Street, in the City of Port Colborne, Province of Ontario.

(u) **"Laws"** means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(v) **"Lease"** means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(w) **"Leased Premises"** has the meaning given to it in Section 2.01.

(x) **"Necessary Service Area"** has the meaning given to it in Section 2.02.

(y) **"Person(s)"** includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(z) **"Protected Areas"** has the meaning given to it in Section 2.02.

(aa) **"Sales Taxes"** means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(bb) **"Second Extension Term"** has the meaning given to it in Section 2.05.

(cc) **"Term"** means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(dd) **"Transfer"** has the meaning given to it in Section 10.01(a).

**ARTICLE II
GRANT, TERM AND INTENT**

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined in BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01, and with all of the Hydro Make Ready Work complete in accordance with

Section 1 of Schedule "D" (the "**Possession Date**"), whereupon the Tenant shall have a period of up to twelve (12) months to address any punch-list items, and make any further alterations to the Leased Premises required to install its Equipment, to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant,

the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

ARTICLE III RENT

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the

Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

In addition to Gross Rent, the Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the Landlord on account of the sub-meter to be installed by the Landlord, in accordance with Schedule "D".

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers, at the Landlord's cost and expense. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation, lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis, save and except for as may be set out at Schedule "D".

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section **Error! Reference source not found.** of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding

that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII. Notwithstanding anything to the contrary herein contained, the maintenance, repair, and replacement of all Hydro-Make Ready Work required during the Term, as extended or renewed, shall be carried out by the Landlord, at the Landlord's sole cost and expense.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02 hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, and the Hydro-Make Ready Work, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date,

the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, save and except for any Hydro Make Ready Work, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii) public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations

hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible,

at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

ARTICLE IX SUBORDINATION AND ATTORNMENT

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immoveable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immoveable hypothec in respect of the Lands or to any purchaser, transferee or dispossesee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions

herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) an executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section **Error! Reference source not found.**

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other

amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment; and

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the

Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

ARTICLE XIV MISCELLANEOUS

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No

covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule

"D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have signed and sealed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

) **THE CORPORATION OF THE CITY OF PORT**
) **COLBORNE**
)
) (LANDLORD)
)
) Per: _____
) Name: [●]
) Title: [●]
) I have authority to bind the corporation.
)
)
)
) **FLO INFRA CANADA 2 LP BY ITS GENERAL**
) **PARTNER FLO INFRA CANADA GP 2 INC.**
)
) (TENANT)
) Per: _____
) Name: Martin Brière
) Title: Chief Network and Experience Officer
) I have authority to bind the corporation.
)
)

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|--|-----------------|---------------------------------|
| Main Street West Parking Lot – 105 -109 Main Street, Port Colborne, ON | PIN: 64137-0208 | Two (2) L2s Chargers |

SCHEDULE "B" PLAN OF THE LEASED PREMISES AND PROTECTED AREAS



SCHEDULE "C" PRELIMINARY INSTALLATION PLAN



**MAIN ST. WEST
EV CHARGERS
105 MAIN ST. W**
CITY OF PORT COLBORNE

| NO. | REVISION | DATE |
|-----|-------------------|------------|
| A | ISSUED FOR REVIEW | 2024/08/22 |
| | | |
| | | |
| | | |
| | | |

NOTES/LEGEND

1 Core+ (7,2Kw) = 2 ports



| | |
|---------------------|------------------------|
| DRAFTING | LB |
| DESIGN | LB |
| CHECKED BY | |
| APPROVED BY | |
| CONSULTANT FILE No. | |
| DATE | 2024-05-12 |
| SCALE | Hor : 1:500 m Ver : |
| REF. No. | 2024- |
| DWG No. | 01 |
| REV. | A |

DRAWING FILE: C:\Users\laura.bish\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:21pm PLOTTED BY: Laura.Bish

SCHEDULE "D"
SPECIAL PROVISIONS

1. Hydro Make Ready Work

The Landlord shall, at its sole cost and expense, cause to be performed all work necessary to facilitate the required utility connections, excavation, paving, and the installation of all utility conduit and wiring, and installation of a separate meter pursuant to the Tenant's specifications required to be carried out in order to install the EV Chargers (the "**Hydro Make Ready Work**") on the Lands, and in accordance with plans and a construction schedule approved in advance by the Tenant and the Landlord, acting reasonably. For greater certainty, Hydro Make Ready Work shall also include the installation of a concrete pad, and, if applicable, the erection of bollards on the Leased Premises, in accordance with the plans and specifications agreed to by the Landlord and the Tenant, both of which shall be the Landlord's responsibility, at its cost and expense. Following the completion of the Hydro Make Ready Work, the Tenant shall, at its sole cost and expense, supply the EV Chargers and cause to be performed all work necessary to install the EV Chargers by connecting to the Hydro Make Ready Work. The Landlord represents and warrants that the Hydro Make Ready Work shall be performed by duly qualified professionals, in accordance with all applicable Law (including safety, building, and electrical standards). The Tenant shall be permitted to receive updates on the completion of the Hydro Make Ready Work, and to the extent the Tenant discovers any errors, damage, or defects in respect of the Hydro Make Ready Work at any point during the Term, as extended or renewed, the Landlord shall carry out, or cause to be carried out, all required work to remedy such errors, damage, or defects to the satisfaction of the Tenant, acting reasonably, at the Landlord's sole cost and expense.

2. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. Regarding Lease Agreement for Charging Station Deployment – Vale Health and Wellness Centre

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada GP as the tenant to install and operate electric vehicle charging equipment at Vale Health and Wellness Centre, 550 Elizabeth Street, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. as the tenant to install and operate electric vehicle charging equipment at Vale Health and Wellness Centre, 550 Elizabeth Street, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule “A”, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 1 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 1 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Ultra DCFC Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Intellectual Property**" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade

secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(s) "**Lands**" means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as Vale Health and Wellness Centre, 550 Elizabeth Street, in the City of Port Colborne, Province of Ontario.

(t) "**Laws**" means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(u) "**Lease**" means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(v) "**Leased Premises**" has the meaning given to it in Section 2.01.

(w) "**Necessary Service Area**" has the meaning given to it in Section 2.02.

(x) "**Person(s)**" includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(y) "**Protected Areas**" has the meaning given to it in Section 2.02.

(z) "**Sales Taxes**" means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(aa) "**Second Extension Term**" has the meaning given to it in Section 2.05.

(bb) "**Term**" means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(cc) "**Transfer**" has the meaning given to it in Section 10.01(a).

ARTICLE II GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and

leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined in BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01 (the "**Possession Date**"), whereupon the Tenant shall have a period of twelve (12) months to make alterations to the Leased Premises required to install its Equipment (including, without limitation, any electrical work necessary to power the Equipment, utility connections, conduit and wiring, cement work, excavation, and installation of bollards and concrete pads), and to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the

municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant, the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

**ARTICLE III
RENT**

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers; provided, however, that the Landlord is not required to pay money to satisfy the requirements of the utility provider or the Tenant associated with the provision of such utilities. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation, lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis.

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section **Error! Reference source not found.** of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or

operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of

the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the

Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02 hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date, the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of

the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, including, without limitation, concrete pads, protective bollards, any light poles and any canopy covering the Leased Premises, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided

the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii) public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible, at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate

until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

ARTICLE IX SUBORDINATION AND ATTORNMENT

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immovable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immovable hypothec in respect of the Lands or to any purchaser, transferee or disposee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) and executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease

effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section 15.01.

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable

diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment;

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary; and

(e) the Tenant being satisfied of its ability to secure governmental incentives to support the construction, installation, and operation of the Equipment and the operation of the Tenant's business at the Leased Premises,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition

Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII
LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

**ARTICLE XIV
MISCELLANEOUS**

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule "D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

**ARTICLE XV
LENDER'S SECURITY**

15.01 Acknowledgement of Security

The Landlord specifically acknowledges and agrees that Tenant may grant a security interest in the Equipment in favor of a bona fide lender, including but not limited to Canada Infrastructure Bank ("**CIB**" or the "**Lender**") as collateral security for any bona fide, secured financing of all or part of its business undertaking. Landlord further acknowledges and agrees that any right of distraint which the Landlord may have in the Equipment is postponed to the Lender's interest therein.

15.02 Ownership of Equipment

The Landlord acknowledges and agrees that in no event shall the Equipment be deemed a fixture.

15.03 Access Rights

The Landlord agrees that the Lender shall be permitted to access and use the Leased Premises to the extent required to effect realization of the Lender's security interest in the Equipment.

15.04 Integrity Provisions

In connection with this Lease, the Landlord shall:

(1) comply at all times with the Government of Canada's Integrity Regime [Government of Canada's Integrity Regime - Accountability - PSPC (tpsgc- pwgsc.gc.ca)] and Ineligibility and Suspension Policy (collectively, the "GoC Integrity Regime");

(2) provide the CIB with notice promptly upon becoming aware of any circumstances that: (i) automatically lead to a determination of ineligibility, or (ii) may reasonably lead to a determination of ineligibility or suspension, under the GoC Integrity Regime with respect to themselves or the Tenant;

(3) provide reasonable evidence of compliance with clause (1) above upon request of the CIB;

(4) put forward within five (5) Business Days of becoming aware of the circumstances referred to in clause (2) above a reasonable plan and schedule for diligently remedying such circumstances, which plan and schedule shall specify in reasonable detail the manner in, and the latest date by, which such circumstances are proposed to be remedied (which may include terminating the applicable person(s) relevant to the circumstances), which date shall not be later than thirty (30) days after becoming aware of such circumstances, or if the applicable circumstances are not capable of

being remedied in thirty (30) days, then such longer period as is acceptable to the CIB, acting reasonably. Thereafter, the Landlord shall achieve all elements of such plan and schedule in accordance with its terms;

(5) not pay, offer, promise to pay, or authorize the payment, directly or indirectly through any other person or firm, partnership, company or other entity, of any money, financial instruments or anything of material value to any person, firm, partnership, company or other entity employed by or acting for or on behalf of any major Lease party, whether private or governmental, or any government official or employee or any political party or candidate for political office, for the purpose of illegally inducing or rewarding any action by a potential employer, main contractor, or contractor or official favourable to any of the parties and further that the Landlord will, in the promotion of its activities under this Lease, maintain ethical standards of business conduct, will not engage in corrupt practices and will comply with all relevant laws, conventions and treaties; and

(6) (i) avoid any real, potential and/or perceived conflict of interest in the performance of its obligations under this Lease (ii) disclose to the CIB without delay any real, potential and/or perceived conflict of interest that arises during the performance of its obligations under this Lease; and (iii) comply with any reasonable requirements prescribed by the CIB to resolve any real, potential and/or perceived conflict of interest.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have signed and sealed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

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

)
) (LANDLORD)

) Per: _____

) Name: [•]

) Title: [•]

) I have authority to bind the corporation.
)
)
)

) **FLO INFRA CANADA 1 LP BY ITS GENERAL**
) **PARTNER FLO INFRA CANADA GP 1 INC.**

) (TENANT)

) Per: _____

) Name: Martin Brière

) Title: Chief Network and Experience Officer

) I have authority to bind the corporation.
)
)


SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|---|-----------------|---------------------------------|
| Vale Health and Wellness Centre - 550 Elizabeth Street, Port Colborne, ON | PIN: 64152-0080 | One (1) Ultra DCFC (dual port) |

SCHEDULE "B"

PLAN OF THE LEASED PREMISES AND PROTECTED AREAS







PORT COLBORNE

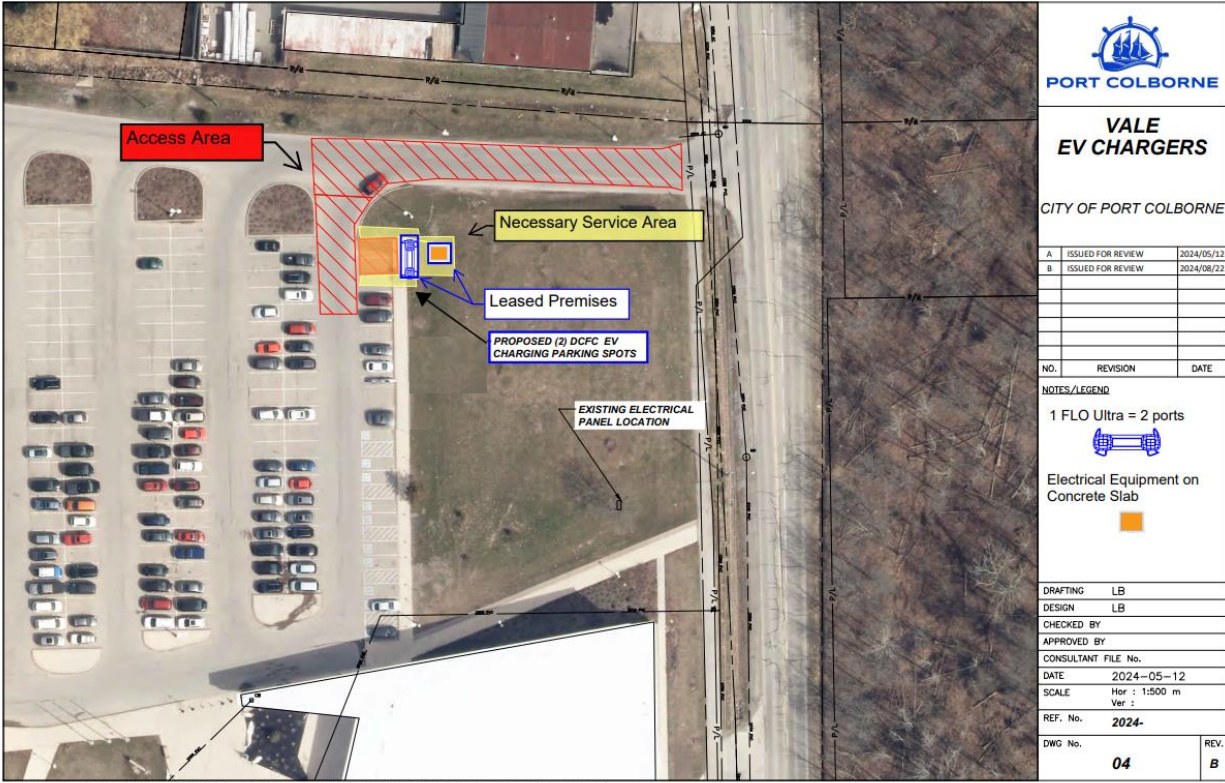
**VALE
EV CHARGERS**

CITY OF PORT COLBORNE

| | | |
|---|-------------------|------------|
| A | ISSUED FOR REVIEW | 2024/05/12 |
| B | ISSUED FOR REVIEW | 2024/08/22 |
| | | |
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| | | |
| | | |
| | | |
| | | |
| NO. | REVISION | DATE |
| NOTES/LEGEND | | |
| 1 FLO Ultra = 2 ports | | |
|  | | |
| Electrical Equipment on Concrete Slab | | |
|  | | |
| DRAFTING | LB | |
| DESIGN | LB | |
| CHECKED BY | | |
| APPROVED BY | | |
| CONSULTANT FILE No. | | |
| DATE | 2024-05-12 | |
| SCALE | Hor : 1:500 m | |
| | Ver : | |
| REF. No. | 2024. | |
| DWG No. | 04 | REV. |
| | | B |

DRAWING FILE: C:\Users\laura.blain\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:22pm PLOTTED BY: Laura.Blain

SCHEDULE "C" PRELIMINARY INSTALLATION PLAN



DRAWING FILE: C:\Users\laura.blain\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:22pm PLOTTED BY: Laura.Blain

SCHEDULE "D"
SPECIAL PROVISIONS

1. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

Report 2024-197

Appendix E



Subject: Recommendation for Official Plan Amendment, Zoning By-law Amendment, and Draft Plan of Subdivision for Stonebridge Village Subdivision

To: Council

From: Development and Government Relations Department

Report Number: 2024-211

Meeting Date: November 12, 2024

Recommendation:

That Development and Government Relations Department – Planning Division Report 2024-211 be received;

That the Official Plan Amendment attached as Appendix A to Planning Division Report 2024-211 be approved;

That the Zoning By-law Amendment attached as Appendix B to Planning Division Report 2024-211 be approved;

That the Draft Plan of Subdivision and associated Draft Plan Conditions attached as Appendix C to Planning Division Report 2024-211 be approved; and

That the City Clerk be directed to issue the Notices of Approval in accordance with the *Planning Act*.

Purpose:

The purpose of this report is to provide Council with a recommendation regarding applications submitted by Upper Canada Consultants on behalf of the owner Elevate Fourth Developments Ltd. and Liberato Sardella for the lands legally known as Part of Lot 31 Concession 3 Part 1 on Plan 59R-17017 and Part 7 on Plan 59R-944, in the Geographic Township of Humberstone, City of Port Colborne, and Regional Municipality of Niagara.

Background:

Applications for an Official Plan Amendment (OPA), Zoning By-law Amendment (ZBA) and Draft Plan of Subdivision were submitted by Upper Canada Consultants on May 29, 2024. The applications were deemed complete on June 20, 2024. The following reports/plans have been submitted to help facilitate the development of the lands:

- Draft Plan of Subdivision
- Streetscape Plan
- Environmental Impact Study (EIS)
- Functional Servicing Report (FSR)
- Stormwater Management Plan/Report (SWM)
- Hydrogeological and Water Balance Report
- Noise Impact Study
- Stage One and Two Archaeological Assessment
- Transportation Impact Study (TIS); and
- Planning Justification Report (PJR)

All of these aforementioned plans/materials can be found on the City's website under the "Current Applications" page.

A Public Meeting was held on August 6, 2024, where Council received oral and written comments from members of the public, and received a presentation from the applicant and planning staff. Key issues raised at the Public Meeting have been provided under the "Public Engagement" section of this report.

Discussion:

Planning Legislation:

Planning staff reviewed these applications with consideration of several planning documents including the *Planning Act*, R.S.O, 1990, as amended, the *Provincial Planning Statement (2024)*, the *Niagara Regional Official Plan*, the *City of Port Colborne Official Plan* and the *City of Port Colborne Comprehensive Zoning By-law 6575/30/18*. For the applications to be supported by Staff, it must conform to or be consistent with the aforementioned plans.

Planning Act, 1990:

Section 2 of the *Planning Act* (the "Act") outlines matters of provincial interest.

Section 3 of the Act requires that, in exercising any authority that affects a planning matter, planning authorities "shall be consistent with the policy statements" issued under the Act and "shall conform with the provincial plans that are in effect on that date, or shall not conflict with them, as the case may be".

Section 22 of the Act allows for the consideration of amendments to the City's Official Plan.

Section 34 of the Act allows for the consideration of amendments to the Zoning By-law.

Section 51 of the Act allows for the consideration of a plan of subdivision.

Section 51 (24) of the Act states that in considering a draft plan of subdivision, regard shall be had, among other matters, to the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality, and to:

- *the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;*
- *whether the proposed subdivision is premature or in the public interest;*
- *whether the plan conforms to the official plan and adjacent plans of subdivision, if any;*
- *the suitability of the land for the purposes for which it is to be subdivided;*
- *if any affordable housing units are being proposed, the suitability of the proposed units for affordable housing;*
- *the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them;*
- *the dimensions and shapes of the proposed lots;*
- *the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;*
- *conservation of natural resources and flood control;*
- *the adequacy of utilities and municipal services;*
- *the adequacy of school sites;*
- *the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes;*
- *the extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and*

- *the interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area designated under subsection 41 (2) of this Act.*

Planning staff have analyzed the considerations as shown above and provide the following in response to each:

- *Effect of the development on matters of provincial interest*

Planning staff have reviewed applicable provincial plans to ensure the applications are consistent with the Provincial Planning Statement (PPS). These policies of the PPS will be further analyzed in this report. In the opinion of Planning staff, the proposal addresses all matters of Provincial interest as outlined in Section 2 of the Act.

- *Whether the proposal is premature in the public interest*

This proposal is not premature in the public interest. The development is contiguous with the existing built-up area of the city. The proposal builds on the current policies of the City's Official Plan and will contribute additional housing units within the City's Urban Area.

- *Whether the plan conforms to the Official Plan and adjacent plans of subdivision*

The proposal conforms to the policies of the City's Official Plan. The plan is considerate of the adjacent existing residential uses and provides future connection points to the north, should the adjacent lands develop in the future.

- *Suitability of the land for the purposes of which it is to be subdivided*

The proposal is located within the City's Designated Greenfield Area which has been planned for residential development. The uses proposed are suitable for the land and conform to applicable Regional and City plans.

- *The number, width, location, proposed grades, elevations of highways, their adequacy, and the highways linking the highways in the proposed subdivision with the established highway system*

The subdivision will have two main accesses from Barrick Road. Additionally, potential access points have been provided to adjacent lands to the north to ensure connectivity, should these lands be developed in the future. As designed, the subdivision will provide sufficient connectivity to Barrick Road. Preliminary grading and servicing plans have been reviewed and verified at this stage, further review and approvals will be undertaken through conditions of draft plan approval.

- *Dimensions and shapes of proposed lots*

The subdivision proposes to have lot shapes and sizes that are suitable for the dwelling types proposed. The lots vary in size, in an effort to cater lot sizes to the future housing affordability.

- *Restrictions or proposed restrictions, if any, on the land proposed to be subdivided of the buildings and structures proposed to be erected on it and restrictions, if any, on adjoining land*

Adequate conditions of Draft Plan Approval have been included in Appendix C. These conditions include requirements from the Niagara Region and City to ensure Regional and City interests are addressed prior to construction.

- *Conservation of Natural Resources and Flood Control*

The NPCA has reviewed the proposal to ensure conformity with their policies and applicable conservation authority regulations. No comments with respect to any flooding hazards have been raised on the subject lands.

- *Adequacy of utilities and municipal services*

The applications have been circulated to applicable agencies and departments to verify the adequacy of the above. The reports submitted note that upgrades to municipal infrastructure will be required prior to the development proceeding. Appropriate draft plan conditions have been recommended with respect to the detailed design of the proposed services.

- *Adequacy of school sites*

The applications were circulated to local school boards and no comments have been received with respect to schools being inadequate for the development.

- *Area of land, if any, within the proposed subdivision that, exclusive of highway, is to be conveyed or dedicated for public purposes*

The development proposes to convey a Block of land to the City for park purposes. Applicable conditions have been included in the draft plan conditions to ensure the quantity of land and/or cash-in-lieu is collected.

- *The extent to which the plan's design optimizes the available supply, efficient use and conservation of energy*

The proposal optimizes the available land and will efficiently make use of existing services in the vicinity.

- *The interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area under Subsection 41(2) of the Act*

The proposed apartment and stacked townhouse blocks will be subject to site plan control in the future.

Given the above, Planning staff are confident that the proposed applications have regard for the provisions of the Planning Act.

Provincial Planning Statement, 2024

The Provincial Planning Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The subject lands are within a “settlement area” according to the PPS.

Section 2.2.1 of the PPS states that planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by permitting and facilitating all types of residential intensification, including the development and introduction of new housing options within previously developed areas.

Section 2.3.1.1 provides that settlement areas shall be the focus of growth and development. Section 2.3.1.2 adds that land use patterns within settlement areas should be based on densities and a mix of land uses which efficiently use land and resources and optimize existing and planned infrastructure.

Based on staff’s review of the applications against the policies of the PPS, Planning staff find that the applications are consistent with the PPS.

Niagara Official Plan (2022)

The Niagara Official Plan (NOP) provides a policy framework for planning matters under the Region’s purview. The NOP sets out growth management objectives for the Niagara Region.

In alignment with NOP policy 2.3.1.1, it is encouraged that developments provide a range and mix of densities. Lot and unit sizes and housing throughout the urban area in order to meet the housing needs of people at all stages of life.

Planning staff are of the opinion that the applications conform to policies of the NOP. The Niagara Region has also reviewed the applications with consideration of applicable Provincial and Regional policy. The Region has confirmed the proposal is consistent with, and conforms with applicable Provincial and Regional policies, subject to their requested conditions.

City of Port Colborne Official Plan

According to Schedule A: City Wide Land Use, the City of Port Colborne’s Official Plan (OP) currently designates the subject property as **Urban Residential**. Land uses in the Urban Residential designation include residential uses, neighbourhood commercial uses, cemeteries, parks, schools, community facilities, and institutional uses normally located in residential areas.

Additionally, the land is located within the Designated Greenfield Area, based on Schedule A1.

The application for Official Plan Amendment (OPA) proposes to amend the Official Plan to facilitate the proposed Draft Plan of Subdivision. Highlights of the proposed policy changes include the following:

- Implement a comprehensive plan to ensure the orderly development of the subject lands.
- Establish a vision and associated policies for the development of the lands.
- Provide for increased densities within the development.

The proposed OPA is broken down in the following sections:

1. Introduction

- This section provides the direction and vision for the proposed development
 - Providing a variety of housing types
 - Integrating a modified grid pattern to maximize connectivity
 - Incorporate a unique community that is easily identifiable, yet compatible with adjacent land uses
 - Protect and preserve existing environmental features from any negative impacts associated with new and adjacent development
 - Coordinate the design of road networks, land uses and servicing requirements

2. Land Use

- This section sets out the land use framework for the proposed development
 - Achieving a minimum density of 50 people and jobs per hectare in accordance with Provincial, Regional and City policies
 - Promoting live/work professional home occupational uses
 - Medium Density Residential (Single-detached, semi-detached/duplexes, triplexes, townhouses, live/work townhouses, accessory apartments/secondary suites, home occupations, and home occupations)
 - Developed at maximum density of 70 units per hectare
 - Location and lot fabric
 - Medium/High Density Residential (semi-detached, townhouses, stacked townhouses, and low to mid-rise apartments)
 - Developed at a range of 80 to 150 units per hectare
 - Maximum height to not exceed six-storeys

- Site Plan Control requirement for high density residential development
- Open Space (parkland)
 - Establish a five-minute walking distance to public parkland for all residents
 - Provide convenient access
 - Coordinate with proposed watercourses, stormwater management facilities, hydro corridors, protected woodlands, and school grounds

3. Policies for the Public Realm

- This section comprises public roads, amenities, open spaces and stormwater management facilities
 - Native tree species lining the streets
 - Sidewalks provided on one side of the streets and laneways where feasible, at minimum
 - Provide clear, safe and efficient streets and access with pedestrian access throughout. Promoting walking and cycling and providing on-street parking for a complete street approach

4. Policies for the Private Realm

- Relationship of the built form to open spaces and roads
 - Providing for an appropriate size and configuration of development blocks
 - Promoting active transportation
 - Visual diversity and avoiding long blocks
 - Minimize impacts of noise, wind and shadows on adjacent properties
 - Varying architectural elements and cladding to provide a distinct character and compliment surrounding architecture

The above has been provided as a summary of the proposed Official Plan Amendment. The full proposed OPA can be found attached as Appendix A to this report.

Based on staff's review of applicable Provincial and Regional policies, Planning staff find that the Official Plan policies proposed through this development application will build on the current Provincial and Regional direction. The Official Plan Amendment will establish a vision and, policy, and land use framework that will contribute to an orderly development, while being sensitive to the established residential uses in the area.

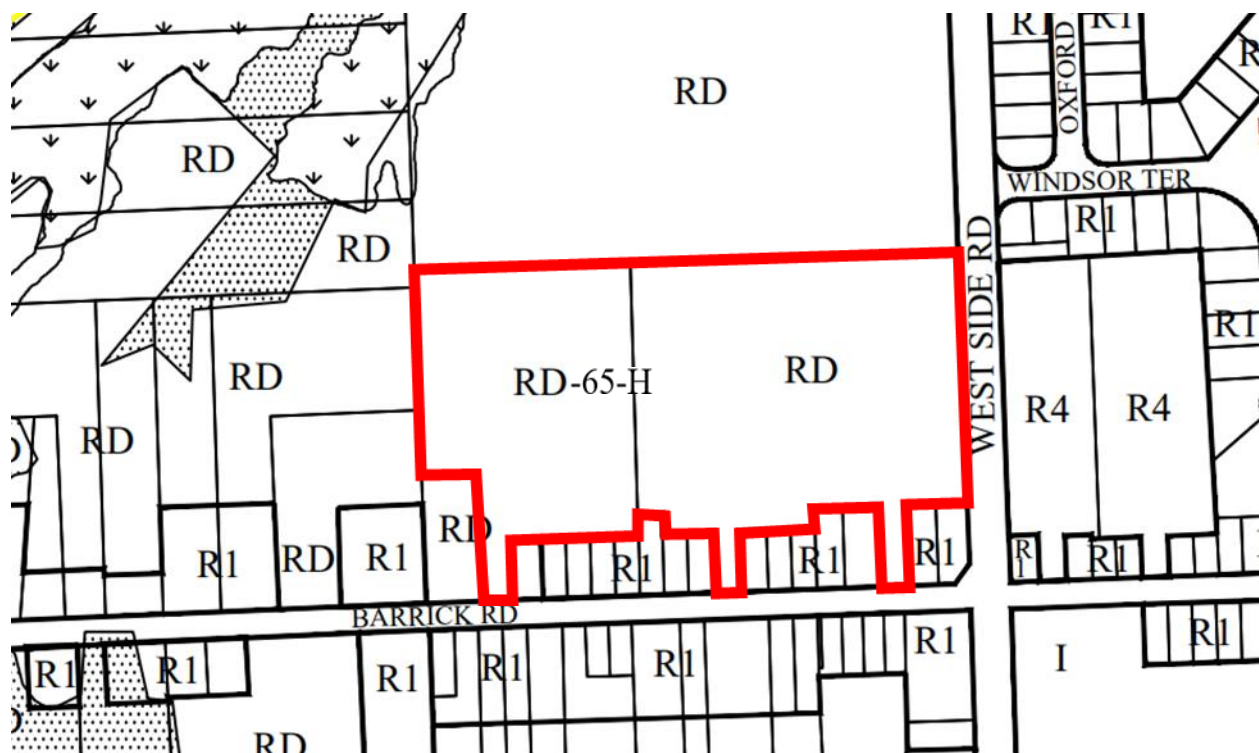
City of Port Colborne Zoning By-law 6575/30/18

The subject lands currently have two different zones established. The easterly parcel is zoned Residential Development (RD) while the westerly parcel is zoned RD-65-H, being a special provision of the Residential Development zone.

The proposed Zoning By-law Amendment (ZBA) proposes to rezone the subject lands to site-specific R2, R3 and R4 zones. Some highlights of the proposed special provisions for the zones include the following:

- Establishing reduced setbacks for elevated decks/platforms
- Revised setbacks for the R2, R3 and R4 zones
- Reduced lot frontages for detached dwellings and semi-detached
- Increased accessory building lot coverage from 10% to 15%
- Allowing home-based businesses to occupy a maximum of 50% of the total dwelling unit
- Allowing one parking space per apartment unit, instead of 1.25 spaces
- Allowing a maximum height of 23 metres for apartment buildings, instead of 20 metres

The above has been provided as a summary of the proposed Zoning By-law Amendment. The full proposed ZBA can be found attached as Appendix B to this report.



Internal Consultations:

The applications were circulated internally to applicable departments and external agencies on July 17, 2024, and the following comments have been received as of the date of preparing this report:

Fire Department

- No objection to the application.
- No above ground building is permitted until fire hydrants have been installed, tested and functioning.
- No parking is permitted in the proposed laneways, on Street A, B, C, D, and the south section (entrance) of Street E.

Drainage Superintendent

- The roadside ditch is not sufficient outlet for stormwater.
- Recommended to petition for a Branch Drain to outlet the parcel to the Biederman Drain.
- Further along in the process, a revised assessment schedule for the Biederman Drain will be required, this will be funded solely by the developer.

By-law Enforcement

- By-law Services have no major concerns with the development at this time.
- It is noted that parking has been reduced by 26 spaces, By-law Services have no objections to this, subject to Planning approval.
- Additional comments may follow at the detailed design stage.

Enbridge

- No objection to the proposed applications, however, Enbridge reserves the right to amend or remove development conditions.

District School Board of Niagara (DSBN)

- DSBN Planning staff has completed its review and has no objections to the application. Currently, students from this area attend Oakwood PS (JK – Gr.8) and Port Colborne High School (Gr. 9-12).

Niagara Catholic District School Board (NCDSB)

- The Board does not object to the approval of the proposed application
- The development is located within the St John Bosco Catholic School (JK-Gr8) and Lakeshore Catholic High School (Gr9-12) boundaries. At this time, sufficient space exists within the local elementary and secondary schools to accommodate additional students from the development as proposed.

Hydro One

- No comments or concerns at this time.

Ministry of Transportation Ontario (MTO)

- The MTO has provided the following conditions of approval to be included in the Draft Plan Conditions:
 1. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a Stormwater Management Report indicating the intended treatment of the calculated runoff.
 2. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a Traffic Impact Study to assess the impacts to Hwy 403 [sic] and identify any related highway improvements.
 3. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, detailed grading, servicing, erosion & sediment control plans, survey, and internal road construction plans.
 4. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a detailed Lighting Plan.
 5. That prior to final approval, the owner shall enter into a Legal Agreement with the Ministry of Transportation whereby the owner agrees to assume financial responsibility for the construction of all necessary associated highway improvements.

Development Services Engineering

- Engineering staff has completed their review of the preliminary Engineering drawings/plans.
- Based on their review, Engineering has no further comments at this stage.
- Further review will take place at the detailed design stage.

Niagara Region

Regional Growth Strategy and Economic Development staff are satisfied that the proposed Official Plan Amendment, Zoning By-law Amendment, and Draft Plan of Subdivision applications are consistent with the Provincial Policy Statement and conform to Provincial and Regional policies, subject to meeting all comments and conditions as outlined in the attached Appendices.

Regional staff note that in accordance with NOP Policies 7.4.1.6 and 7.4.1.7, the Local Official Plan Amendment as reviewed is exempt from Regional Council Approval given the site-specific nature of the proposal.

The Region has provided a number of Draft Plan Conditions to be included in any approval. The full Regional comment letter can be found attached as Appendix D.

Financial Implications:

There are no immediate financial implications with this report. However, the recommendation, if approved, will result in new assessment and new water and wastewater users in time.

Public Engagement:

Notice of the Public Meeting was circulated by July 17, 2024, in accordance with Sections 22, 34 and 51 of the *Planning Act*. As of the date of preparing this report, the following comments have been received:

Ron Rienas – 29 Bartok Crescent

(full comment letter attached as Appendix E)

- Concerns with respect to the wastewater sewershed being inadequate for the development.
- Based on the Region's Master Servicing Plan, this area will exceed the proposed population in the report.

Staff response: The application has been reviewed by City Engineering staff and the Niagara Region. Sufficient conditions have been included in the Draft Plan approval to address the concerns regarding the wastewater sewershed.

Phelan Collins – 517 Barrick Road (virtually at the Public Meeting)

- Concerns with how close the development will be to his property
- Concerns with the walking path next to 517 Barrick

- Concerns with the traffic on Barrick Road and the Highway 58 intersection
- Would like to request a fence along the walking path

Staff response: Staff find that the development is sensitive to the adjacent existing residential uses. A privacy fence will be implemented along the rear yards of the houses that abut the development. Staff can ensure that a fence is installed along the walking path adjacent to 517 Barrick Road as well. The Traffic Impact Study has been reviewed by City Engineering staff and the Ministry of Transportation and no major concerns have been raised at this time.

George Edwards – 643 Barrick Road (orally at the Public Meeting)

- Concern with his horses and how they will impact the apartment building.
- Does not like the idea of a six-storey apartment building.
- His property is used as a corridor for wild animals.

Staff response: The apartment building will be set back a significant distance from the property, staff do not anticipate that the horse will have an impact on the apartment building. Staff find the height of the proposed building to be reasonable given the setbacks.

Cameron Gunn – 550 Barrick Road (orally at the Public Meeting)

- Concerns with the traffic and amount of people in the area
- Concerned with Barrick Road being the only access.

Staff response: The Traffic Impact Study has been reviewed by City Engineering staff and the Ministry of Transportation and no major concerns have been raised at this time. The MTO has stated that no future accesses to the Highway are permitted.

Donna and Jan Putman – 805 Barrick Road (orally at the Public Meeting)

- Question about how the stormwater will be funnelled to the Biederman Drain.
- Question about whether the water will be directed to the Minor Road road allowance, or directly to the Biederman Drain.

Staff response: The full design of the stormwater pipe will be evaluated through the detailed design stage. The applicant indicated at the Public Meeting that the stormwater system would be piped along Barrick Road.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Increased Housing Options
 - Sustainable and Resilient Infrastructure
-

Conclusion:

It is the opinion of Planning staff that the proposed Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision applications are consistent with the PPS, conform to Provincial, Regional, and City policies and requirements, are appropriate for the subject lands and are compatible with the surrounding area, subject to the recommended Draft Plan conditions.

Planning staff recommend that Council approve the applications to facilitate the proposed development.

Appendices:

- a. Official Plan Amendment
- b. Zoning By-law Amendment
- c. Draft Plan of Subdivision and Conditions

Respectfully submitted,

David Schulz, BURPI, MCIP, RPP
Manager of Planning
(905) 228-8117
david.schulz@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to adopt amendment no. 17 to the
Official Plan for the City of Port Colborne

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area;

Therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) of the Planning Act, hereby enacts as follows:

1. That Official Plan Amendment No. 17 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached map and explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this ___ day of _____, 2024.

William C Steele
Mayor

Charlotte Madden
Clerk

**AMENDMENT NO. 17
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

PREPARED BY:

**CITY OF PORT COLBORNE
DEPARTMENT OF PLANNING & DEVELOPMENT**

**Date: November 12,
2024**

**AMENDMENT NO. 17 TO THE OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

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STATEMENT OF COMPONENTS

PART A

The Preamble does not constitute part of this Amendment.

PART B

The Amendment, consisting of the following map, constitutes Amendment No. 17 to the Official Plan for the Port Colborne Planning Area.

Also attached is **PART C** – The Appendices, which do not constitute part of this Amendment. These appendices contain the background data, planning considerations and public involvement associated with this Amendment.

PART A - THE PREAMBLE

Purpose

The purpose of Official Plan Amendment No. 17 is to amend the land use designation on Schedule A – City-Wide Land Use of the Port Colborne Official Plan and to implement land-use planning policies in order to facilitate the comprehensive development of the lands north of Barrick Road west of West Side Road (Highway 58) Stonebridge Village Subdivision.

A site-specific policy amendment is proposed to implement the land-use planning policies, including the proposed density.

Location

The lands affected by this amendment are legally described as Part of Lot 31, Concession 3, Geographic Township of Humberstone, City of Port Colborne, Regional Municipality of Niagara. The property does not have a municipal address.

Basis

Currently, the subject lands are designated Urban Residential. An application has been made to initiate amendments to the City of Port Colborne's Official Plan and Zoning By-law as they relate to these lands in order to permit development of the property.

It is intended to concurrently approve an Amendment to the City's Zoning By-law 6575/30/18, rezoning of the lands from the existing "RD – Residential Development" and "RD-65-H – Residential Development Site-Specific Holding" Zone to two (2) "Residential Second Density site-specific (R2-85 & R2-86)" Zones, "Residential Third Density site-specific (R3-87)" Zone, "Residential Fourth Density site-specific (R4-88)" Zone, and "Public and Park (P)" Zone.

The proposed development exceeds the permitted densities within the Official Plan, and The City required an enhanced Official Plan analysis to address the existing holding provision and previous settlement with the former owner and the City to ensure coordinated comprehensive planning is completed through the exercise to create a vision and associated policies for the comprehensive development of the land.

PART B - THE AMENDMENT

All of this part of the document entitled **PART "B"** – "The Amendment" consisting of the following text and map designated Schedule "A" constitutes Amendment No. 17 to the Official Plan for the City of Port Colborne. The Official Plan of the City of Port Colborne is hereby amended as follows:

Mapping Changes

Lands shown on Schedule A are designated Urban Residential. The Urban Residential

designation is to remain, with site-specific policies to guide comprehensive development of the land.

The current designation of the lands will be further refined, including the location of the stormwater management facility, park, and medium and medium/high density residential areas.

Site-Specific Policy Additions

1. Introduction:

The purpose and establishment of policies herein are intended to guide the coordinated development of the lands north of Barrick Road, east of West Side Road (Highway 58) and promote an appropriate built form that achieves a community of high-quality public and private realms to create a sense of identity and support the creation of a complete community. Within the policy framework herein, the overarching design principles are to:

- To provide a variety of housing types to accommodate a range of household sizes and incomes by developing the community with innovative, compact urban forms that foster community interactions;
- Integrate a modified grid pattern of roads to maximize connectivity within the community;
- Incorporate a unique community that is easily identifiable, yet compatible with adjacent land uses;
- Protect and preserve existing environmental features from any negative impacts associated with new and adjacent development;
- Enable the coordination and design of road networks, land-uses and servicing requirements needed to establish a comprehensive vision for the community.

2. Land Use:

The lands within the Enhanced Official Plan Amendment area are those that are intended to be used for Low, Medium and Medium/High Residential, Parkland and Open Space for a Stormwater Management Facility.

The predominant use of the land will be for residential purposes and subject to the following;

- The subject lands shall achieve a minimum density of 50 persons and jobs per hectare in accordance with Provincial, Regional, and Local policies for Greenfield density;
- The minimum number of units shall not be less than 350;
- Promotion of live/work building and professional home occupational uses. Provisions for home occupational uses shall be defined in the implementing Zoning By-law;
- Allowing for accessory dwelling units in accordance with Provincial mandates are to be permitted as-of-right, as long as the zoning provisions for accessory dwelling units and structures are adhered to;
- A mix of housing types are to be included in the Plan area to ensure a variety of housing units are available for all incomes;
- Adequate standards for the proposed dwellings shall be established in the Zoning By-law; and
- The subdivision proposal shall be designed to achieve a variety of visual aesthetics including complete streets and urban design features.

2.1. Medium Density Residential

Permitted Uses

- All single-detached dwelling;
- Semi-detached dwellings and duplexes;
- Triplexes;

- All forms of townhouse units including, but not limited to street townhouses and back-to-back street townhouse;
- Live/work townhouse dwellings;
- Accessory apartments/secondary suites;
- Accessory buildings and structures related to the primary residential dwelling unit where permitted;
- Home occupations;

Development Policies

- Medium Density Residential uses may have up to an overall density of 70 units per net hectare;
- Lands within this designation shall incorporate a similar lotting pattern to address compatibility with the adjacent existing uses;
- A variety of lot and dwelling sizes shall be provided in an effort to provide a range in affordability for this residential form;
- Medium Density Residential shall be located adjacent to West Side Road and internally within the site and shall gain access via the local road network;
- The maximum building height shall generally not exceed 11-metres, unless on-site conditions restrict below grade construction or described otherwise through the Zoning By-law Amendment;
- Medium Density Residential dwellings shall be permitted to include accessory dwellings provided all requirements of the zoning by-law can be met.

2.2. Medium/High Density Residential

Permitted Uses

- Semi-detached dwellings;
- All forms of townhouse units including, but not limited to street townhouses and back-to-back street townhouse;
- Stacked townhouse dwellings; *and*
- Low to mid-rise apartment dwellings.

Development Policies

- Medium/High Density Residential uses shall be developed at an overall density ranging from 80 units per hectare to 150 units per hectare;
- The maximum building height will not exceed 6-storeys;
- All development within the high-density residential designation shall be subject to Site Plan Control.

2.3. Open Space

- Public Parkland is to be obtained through the parkland dedication provisions of the Planning Act and will be within 5-minutes walking distance of all residents;
- The Public Park shall have substantial frontage on the abutting sidewalk and shall be developed generally consistent with the Urban Design Guidelines described later in this Plan;
- Convenient access for pedestrians shall be provided, and integration with pedestrian and bicycle path systems will be encouraged;
- The Public Park should form part of the broader Greenlands System comprised of watercourses, stormwater management facilities, hydro corridors, protected woodlands and school grounds;

3. Policies for the Public Realm:

The public realm is comprised of public roads and their associated spaces and amenities, open spaces and stormwater management facilities.

3.1. Streetscape

Streetscape elements are considered elements of detail design that enhance character and functionality of space. Elements include pedestrian and active transportation facilities, street furniture, street trees and lighting.

- Deciduous trees are to line the streets. Tree species should be planted to form a continuous canopy at maturity;
- Street trees should include a variety of native, broad leaf species with a straight trunk in accordance with City standards;
- Height and style of lighting should be consistent with the hierarchy of the road, and lighting design should accommodate both pedestrian and vehicular movement and visibility;
- Sidewalks are to be provided at a minimum on one side of the public right-of-way's and on laneways where feasible.

3.2. Roads

Development in this area will accommodate a street network made up of a 'collector neighbourhood main street', local roads and laneways. In order to ensure maximum efficiency, connectivity, and mobility within the community, pedestrians, cyclists, and vehicular movement should function as an integrated network. The general guidelines for the road designs include;

- Provide clear, safe and efficient access to open space features;
- Ensure pedestrian access throughout the community;
- Create sense of comfort and promote walking and cycling;
- Allow for on-street parking to accommodate a complete street approach.

3.2.1. Collector Neighbourhood Main Street (Street 'E')

Street 'E' is to be identified as a 'Collector Neighbourhood Main Street.' This street will have a special treatment and will provide an important connection from Barrick Road through the Plan area north. This Main Street shall be particularly attractive for pedestrians and cyclists. The following guidelines shall apply;

- Shall have a maximum right-of-way width of 20.0 metres;
- Sidewalks shall be provided on both sides of the street at a minimum width of 1.8 metres each;
- Enhanced landscaping and lighting shall be provided with curb-side parking along both sides of the street;
- Lay-by parking to be permitted due to rear laneways and to provide additional visitor parking.

3.2.2. Local Urban Streets (Streets 'A', 'B', 'C', 'D')

Local Urban Streets are quiet residential streets on which the majority of medium density residential uses are found. The following guidelines shall apply;

- Local Streets, other than the Local Greenway, shall have a right-of-way width between 18.0 metres and 20.0 metres;
- A 1.5 metre sidewalk shall be provided on one side of the street;
- Deciduous boulevard trees shall be provided where feasible along the street;

3.2.3. Laneways (Laneway 'A', 'B', 'C', 'D')

Laneways provide access to private driveways. Where laneways are used, the following general design requirements shall be considered;

- Laneways shall have a right-of-way width of between 10 metres and 12 metres;
- Are to be designed to accommodate vehicular access to the rear of the units on the Collector Main Street, or allow for units to independently front the laneways.

4. Policies for the Private Realm:

The private realm is comprised of the built form developments and their relationship to each other, open spaces and roads.

4.1. *Blocks and Lots*

Development block configuration should demonstrate the following standards;

- Developable lands shall be subdivided into a series of development blocks, defined by a highly interconnected grid, or modified system of public roads and lanes;
- The size and configuration of each development block will:
 - Be appropriate to its intended use;
 - Facilitate and promote active transportation; and
 - Provide a sufficient number and, where appropriate, range of building lots to achieve cost effective and efficient development pattern;
- Development blocks shall be configured to ensure visual diversity and to avoid long and monotonous blocks;
- Each development lot or block must have frontage on a public road or laneway.

4.2. *Built Form*

- Building form and siting shall minimize the impacts of noise, wind and shadows on adjacent properties;
- New development will be compatible with adjacent and neighbouring development by ensuring that the siting and massing of new buildings does not result in undue adverse impacts on adjacent properties particularly in regard to adequate privacy conditions for residential buildings and their outdoor amenity area;
- Land use compatibility between scales of buildings shall be achieved through appropriate siting, design and landscape treatment;
- A variety of architectural elements such as entry porches, dormers, material detailing will be employed to create a distinctive character for each block.

4.3. *Building Relationship to Roads and Open Space*

- Buildings shall be street-front oriented and provide direct street access for pedestrians;
- Buildings and site design should be used to reduce or minimize the incidence of crime through the implementation of Crime Prevention Through Environmental Design (CPTED) principles including natural surveillance, natural access control, territorial reinforcement and space assessment;
- To reinforce the road, land and block pattern, the following measures will be employed:
 - Siting and massing of buildings will provide a varying relationship;
 - Buildings located adjacent to, or at the edge of parks and open spaces will provide opportunities for overlook into the open space.

4.4. *Variety of Housing Types*

- Notwithstanding Section 4.2, a variety of built form and residential densities are to be promoted and appropriately integrated into the design.

4.4.1. *Single-Detached Dwellings & Semi-Detached Dwellings*

- Where appropriate, varied setbacks are encouraged to provide an interesting street edge;
- To foster a stronger sense of connectivity, select dwellings will feature front steps leading directly to the sidewalk;
- Select single-detached dwellings are to have parking allocated to the rear of the property, utilizing laneways to optimize space and minimize visual clutter along the streets;
- A variety of dwelling elevations are to be considered to generate visual diversity

and interest;

- Colour selections should avoid duplication amongst adjacent units.

4.4.2. Townhouses

- The siting, massing and façade design of townhouse units are to be coordinated on a block-by-block basis;
- The townhouses are to reinforce common characteristics while including variation for differentiation and aesthetic interest;
- Variety in the design of roofs is required to break up the massing of townhouse blocks;
- The massing and built form of townhouse units adjacent to single/semi-detached dwellings is to be complementary to those dwellings through height and architectural elements to promote visual integration;
- Townhouses shall be oriented toward the street with front doors and windows facing the street;
- Where garages are provided in the front yard, they should be paired to allow for more substantial front yard green space.

4.4.3. Apartment

- A variety of exterior cladding materials are to be considered to compliment the surrounding architecture;
- A great amount of fenestration is to be incorporated to encourage strong visual connections between the dwellings and public realm;
- The apartment building and the surrounding landscaping shall be designed to help define the street edge and engage the public realm;

IMPLEMENTATION AND INTERPRETATION

The implementation and interpretation of this amendment shall be in accordance with the respective policies of the Port Colborne Official Plan and an amendment to the City Zoning By-law to rezone the subject lands.

PART C – THE APPENDICES

The following appendices do not constitute part of Amendment No. 17 but are included as information to support the Amendment.

APPENDIX I – Draft Minutes of the Public Meeting on August 6, 2024

APPENDIX II – Planning & Development Report 2024-211

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting the land legally known as Part of Lot 31, Concession 2, Geographic Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the *Planning Act, R.S.O. 1990*, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule "A8" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from:

| | | |
|--|----|--|
| Residential Development (RD) Zone | to | Second Density Residential (R2-85) Site-Specific Zone (Part 1) |
| Residential Development (RD) Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 2) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 3) |
| Residential Development (RD) Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 4) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 5) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Fourth Density Residential (R4-88) Site-Specific Zone (Part 6) |
| Residential Development (RD) Zone | to | Public + Park (P) Zone (Part 7) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Public + Park (P) Zone (Part 8) |

3. That Section 37 entitled "Special Provisions" of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

Part 1 (R2-85):

Section 2 – General Provisions

Notwithstanding the provisions of Permitted Encroachments, the following regulations shall apply:

- a. Deck or Platform Encroachment (height above ground floor level to 0.61m) are to have a minimum setback from the corner side lot line of 2-metres.
- b. Deck or Platform Encroachment (more than 0.61m but less than 1.2m) are to have a minimum setback from the corner side lot line of 2-metres.

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulation shall apply:

- a. Standard Parking Space Obstructed on Two Sides 3m x 5.2m

Section 6 – Second Density Residential (R2-85) Zone

Notwithstanding the provisions of the Second Density Residential Zone, the following regulation shall apply:

- a. Minimum Lot Frontage 10 metres
- b. Minimum Lot Frontage – Corner Lot 14.25 metres
- c. Minimum Lot Area 0.03 hectares
- d. Minimum Front Yard 4.5 metres to dwelling
6 metres to garage
- e. Minimum Corner Side Yard 2 metres

Part 2 and 3 (R2-86):

Section 2 – General Provisions

Notwithstanding the provisions of Permitted Encroachments, the following regulations shall apply:

- a. Deck or Platform Encroachment (height above ground floor level to 0.61m) are to have a minimum setback from the corner side lot line of 1.6-metres, and a minimum setback from the front lot line of 1.5-metres.
- b. Deck or Platform Encroachment (more than 0.61m but less than 1.2m) are to have a minimum setback from the corner side lot line of 1.6-metres, a minimum setback from the rear lot line of 1.6-metres, and a minimum setback from the front lot line of 1.5-metres.
- c. Deck or Platform Encroachment (1.2m or greater) are to have a minimum setback from the rear lot line of 2-metres, and a minimum setback from the front lot line of 1-metre.

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulation shall apply:

- a. The required parking spaces per unit for Detached Dwelling 1 space per unit 7.8-m
- b. The required parking spaces per unit for Detached Dwelling 1 space per unit 8.4-m
- c. Standard Parking Space Obstructed on Two Sides 3 m x 5.2 m
- d. Maximum Width of a parking area on a residential lot with 4 or fewer dwelling units Delete

Section 6 – Second Density Residential (R2-86) Zone

Notwithstanding the provisions of the Second Density Residential Zone, the following regulations shall apply:

7.8-metre Detached Dwellings

- a. Minimum Lot Frontage 7.8 metres
- b. Minimum Lot Frontage – Corner Lot 8.9 metres
- c. Minimum Lot Area 0.0215 hectares

| | |
|-------------------------------|--|
| d. Minimum Front Yard | 3 metres to dwelling |
| e. Minimum Interior Side Yard | 0.6 metres on one side 1.2 metres on the other side |
| e. Minimum Corner Side Yard | 2 metres |
| f. Minimum Rear Yard | 7 metres |
| g. Maximum Lot Coverage | 50% |
| h. Maximum Height | 11 metres |

8.4-metre Detached Dwellings

| | |
|--------------------------------------|--|
| a. Minimum Lot Frontage | 8.4 metres |
| b. Minimum Lot Frontage – Corner Lot | 9.4 metres |
| c. Minimum Lot Area | 0.0125 hectares |
| d. Minimum Front Yard | 3 metres to dwelling |
| e. Minimum Interior Side Yard | 0.6 metres on one side 1.2 metres on the other side 3 metres if no attached garage |
| f. Minimum Corner Side Yard | 1.6 metres |
| g. Minimum Rear Yard | 4 metres 2.6 metres for corner lot |
| h. Maximum Lot Coverage | 50% |
| i. Maximum Height | 11 metres |

Part 4 and 5 (R3-87):

Section 2 – General Provisions

Notwithstanding the provisions of Accessory Buildings, the following regulations shall apply:

| | |
|-------------------------|-----|
| a. Maximum Lot Coverage | 15% |
|-------------------------|-----|

Notwithstanding the provisions of Accessory Uses to a Dwelling, Section 2.9.2 Home Based Business, the following regulations shall apply:

- a. The use occupies a maximum floor area of 50% of the total dwelling unit floor area
- b. There are to be separate entrances to the dwelling unit for the home-based business
- c. In addition to the parking provision of the By-law, on-street parking is permitted

Notwithstanding the provisions of Permitted Encroachments, the following regulations shall apply:

- a. Deck or Platform Encroachment (height above ground floor level to 0.61m) are to have a minimum setback from the corner side lot line of 2-metres, and a minimum setback from the front lot line of 1.5-metres.
- b. Deck or Platform Encroachment (more than 0.61m but less than 1.2m) are to have a minimum setback from the corner side lot line of 2-metres, a minimum setback from the rear lot line of 1.6-metres, and a minimum setback from the front lot line of 1.5-metres.
- c. Deck or Platform Encroachment (1.2m or greater) are to have a minimum setback from the rear lot line of 2-metres, and a minimum setback from the front lot line of 1-metre.

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulation shall apply:

- a. 1 parking space per unit is required for 7.8-m Single-Detached Dwellings, 8.4-m Single-Detached Dwellings, Back-to-Back Townhouse Dwellings, and Live/Work Townhouse dwellings

- | | |
|--|-------------|
| b. Standard Parking Space Obstructed on Two Sides | 3 m x 5.2 m |
| c. Maximum Width of a parking area on a residential lot with 4 or fewer dwelling units | Delete |

Section 7 – Third Density Residential (R3-87) Zone

Notwithstanding the permitted uses of the Third Density Residential Zone, the following uses are to be permitted:

- a. 7.8 metre Single Detached Dwelling;
- b. 8.4 metre Single-Detached Dwelling;
- c. Back-to-Back Townhouse;
- d. Live/Work Townhouse;

Notwithstanding the provisions of the Third Density Residential Zone, the following regulation shall apply:

Semi-Detached Dwelling

- | | |
|-------------------------------|--|
| a. Minimum Lot Frontage | 16.5 metres (7.8m per unit) |
| b. Minimum Front Yard | 4.5 metres to dwelling 6 metres to garage |
| c. Minimum Corner Side Yard | 2 metres |
| d. Minimum Rear Yard | 5 metres |
| e. Maximum Lot Coverage | 50% |
| f. Minimum Interior Side Yard | No minimum for common walls |

Street Townhouse

- | | |
|----------------------------------|--|
| a. Minimum Lot Frontage per Unit | 5.5 metres |
| b. Minimum Lot Area | 0.016 hectares |
| c. Minimum Front Yard | 4.5 metres to dwelling 6 metres to garage |
| d. Minimum Interior Side Yard | 1.2 metres No minimum for common walls |
| e. Minimum Corner Side Yard | 2 metres |
| f. Minimum Rear Yard | 5 metres |
| g. Landscape Buffer | 1.2 metres |

Back-to-Back Townhouse

- | | |
|-------------------------------|--|
| a. Minimum Lot Frontage | 5.8 metres |
| b. Minimum Lot Area | 0.0085 hectares |
| c. Minimum Front Yard | 4.5 metres to dwelling 6 metres to garage |
| d. Minimum Interior Side Yard | 1.2 metres No minimum for common walls |
| e. Minimum Corner Side Yard | 2 metres |
| f. Minimum Rear Yard | N/A |
| g. Maximum Height | 14 metres |
| h. Minimum Landscaped Area | 15% |
| i. Landscape Buffer | 1.2 metres |

Live/Work Townhouse

- | | |
|-------------------------------|---|
| a. Minimum Lot Frontage | 5.5 metres |
| b. Minimum Lot Area | 0.0150 hectares |
| c. Minimum Front Yard | 3 metres to dwelling |
| d. Minimum Interior Side Yard | 1.2 metres No minimum for common walls |
| e. Minimum Corner Side Yard | 4.4 metres |
| f. Minimum Rear Yard | 12 metres |
| g. Maximum Height | 14 metres |
| h. Minimum Landscaped Area | 25% |

- i. Landscape Buffer 1.2 metres

7.8-m Single-Detached Dwelling and 8.4-m Single-Detached Dwelling

The zone requirements of the Second Density Residential (R2-86) Zone shall apply.

Part 6 (R4-88):

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulations shall apply:

- a. The required parking spaces per unit for Apartment Building 1 space per unit
- b. The required parking spaces per unit for Stacked Townhouses 1.25 spaces per unit
- c. Standard Parking Space Obstructed on Two Sides 3 m x 5.2 m

Notwithstanding the Landscape Provisions for Parking Areas, the following regulations shall apply:

- a. The lot line abutting a public road is to be 3.0-metres from a proposed area with 100 or greater parking spaces.
- b. The lot line abutting a residential, institutional or public park zone is to be 3.0- metres from the proposed area with 100 or greater parking spaces.

Section 8 – Fourth Density Residential (R4-88) Zone

Notwithstanding the permitted uses of the Fourth Density Residential (R4) Zone, the following uses are to be permitted:

- a. Stacked Townhouse Dwelling

Notwithstanding the provisions of the Fourth Density Residential Zone, the following regulation shall apply:

Apartment Building

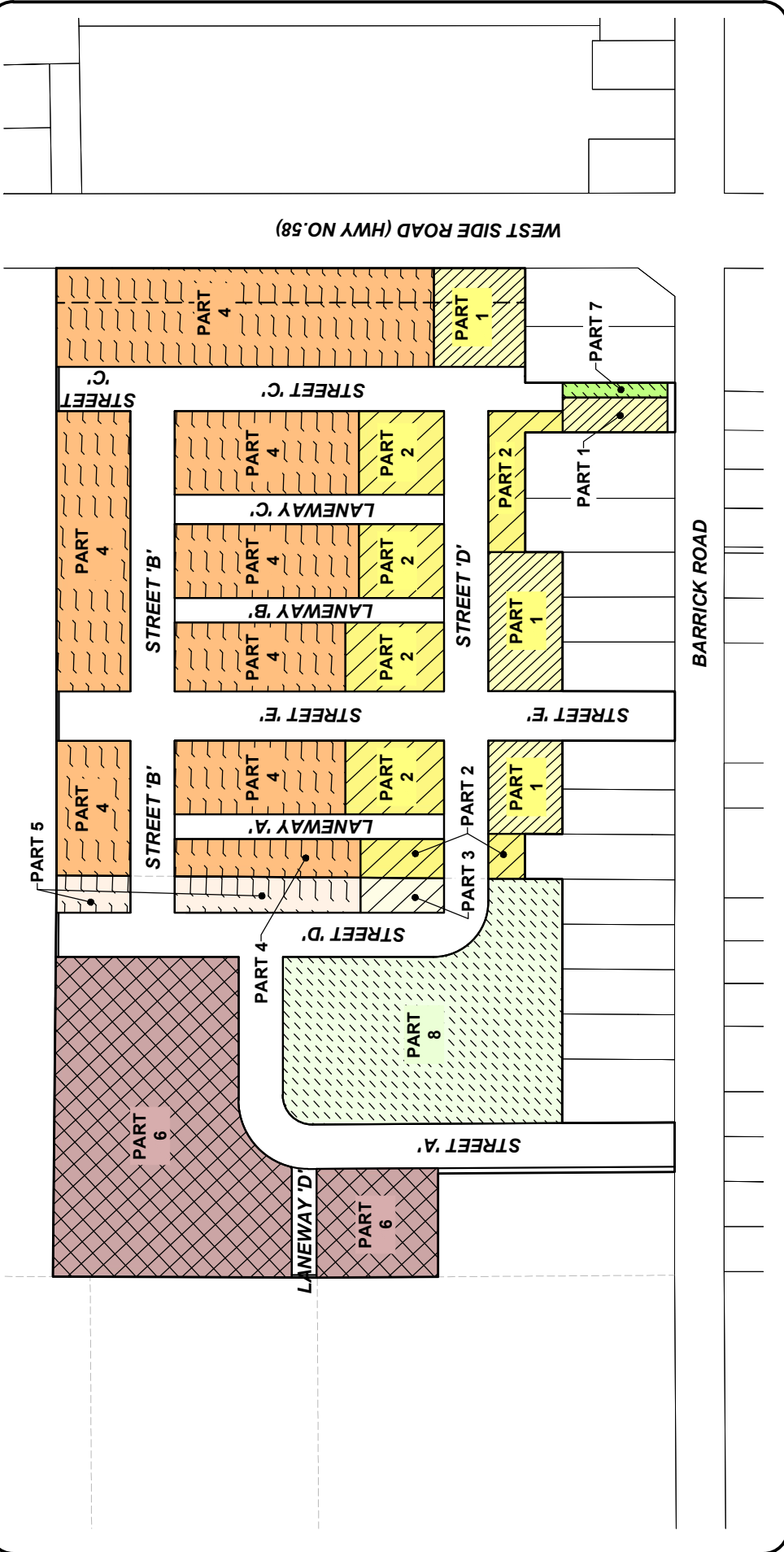
- a. Minimum Front Yard 4.2 metres
- b. Minimum Corner Side Yard 3 metres
- c. Maximum Height 23 metres
- d. Minimum Floor Area 27 metres squared

Semi-Detached Dwelling

- a. Minimum Lot Frontage 16 metres
- b. Minimum Lot Area 0.04 hectares
- c. Minimum Front Yard 4.5 metres to dwelling
6 metres to garage
- d. Minimum Interior Side Yard No minimum for common walls

Stacked Townhouse

- a. Minimum Lot Frontage 40 metres
- b. Minimum Lot Area 0.015 hectares
- c. Minimum Front Yard 5 metres to dwelling
- d. Minimum Interior Side Yard 2 metres
No minimum for common walls



SCHEDULE "A"
 To By law No. _____

THIS IS SCHEDULE "A" TO BY-LAW NO. _____
 PASSED THE _____ DAY OF _____

Mayor _____
 Clerk _____

Legend

| PART | Residential Development (RD) Zone | Development | to | Residential Development (RD) Zone | to | Second Density Residential (R2-85) Site-Specific Zone (Part 1) |
|--------|--|-------------|----|--|----|--|
| PART 1 | Residential Development (RD) Zone | Development | to | Residential Development (RD) Zone | to | Second Density Residential (R2-85) Site-Specific Zone (Part 1) |
| PART 2 | Residential Development (RD) Zone | Development | to | Residential Development (RD) Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 2) |
| PART 3 | Residential Development (RD-65-H) Site-Specific Holding Zone | Development | to | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 3) |
| PART 4 | Residential Development (RD) Zone | Development | to | Residential Development (RD) Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 4) |
| PART 5 | Residential Development (RD-65-H) Site-Specific Holding Zone | Development | to | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 5) |
| PART 6 | Residential Development (RD-65-H) Site-Specific Holding Zone | Development | to | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Fourth Density Residential (R4-88) Site-Specific Zone (Part 6) |
| PART 7 | Residential Development (RD) Zone | Development | to | Residential Development (RD) Zone | to | Public + Park (P) Zone (Part 7) |
| PART 8 | Residential Development (RD-65-H) Site-Specific Holding Zone | Development | to | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Public + Park (P) Zone (Part 8) |

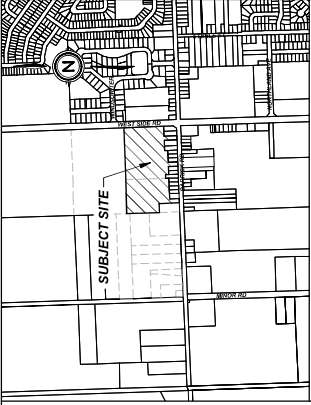
City of Port Colborne

NORTH

40 24 0 24 40 80
 SCALE IN METRES

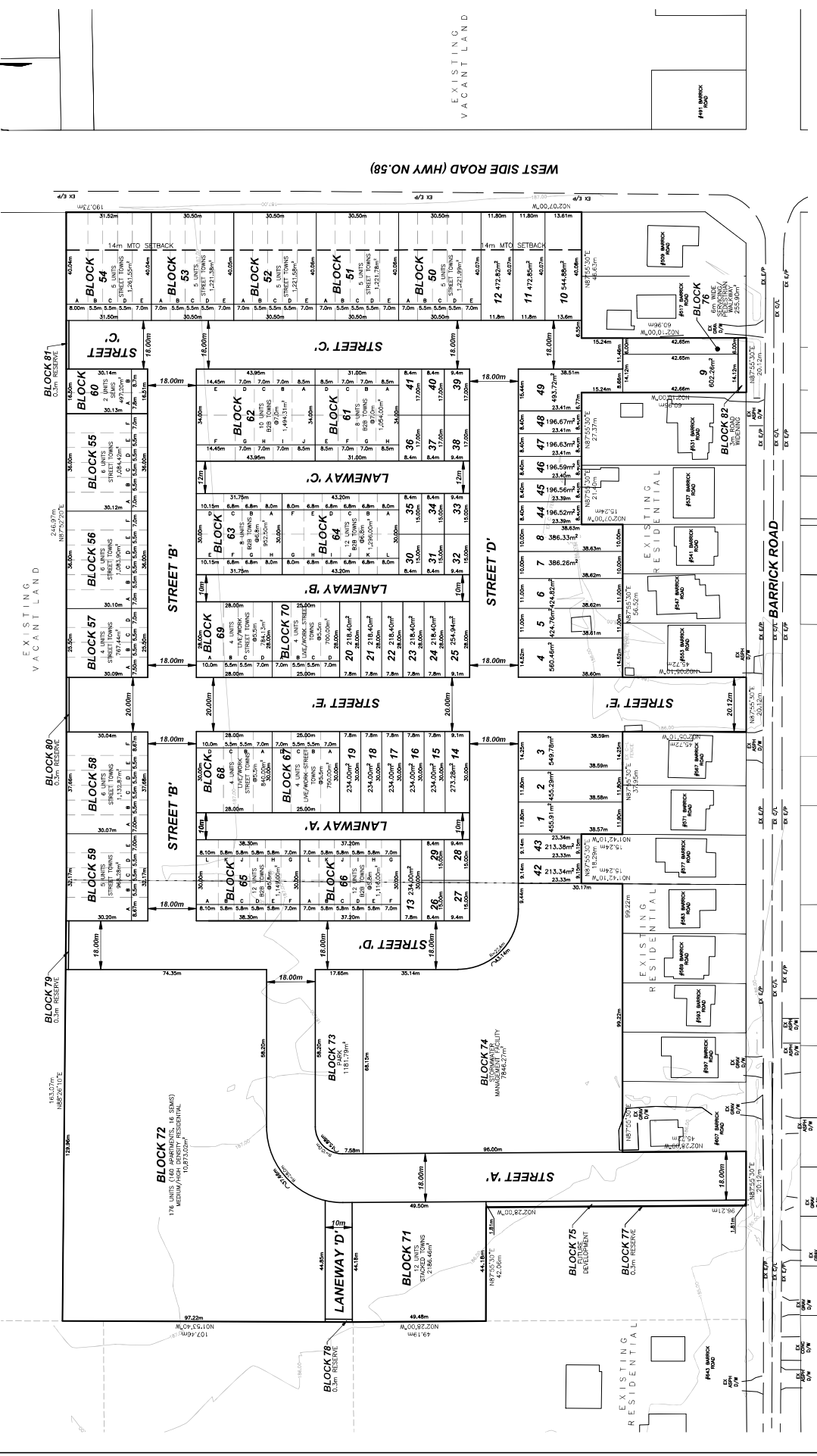
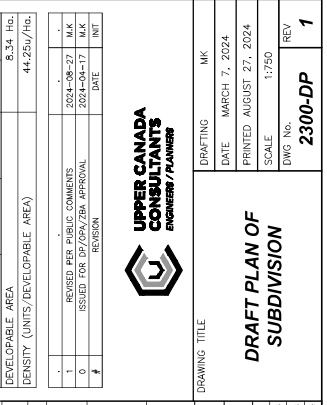
LEGAL DESCRIPTION
PART OF LOT 31,
GEOGRAPHIC TOWNSHIP OF HUMBERSTONE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

STONEBRIDGE VILLAGE
CITY OF PORT COLBORNE



GREENFIELD DENSITY CALCULATION

| Structural Type | Unit Count | Persons (P.P.U.) | Perkins Total | Ratio | Total |
|---------------------------------|------------|------------------|----------------|-------------------------|---------------|
| SINGLE DETACHED & SEMI-DETACHED | 67 | 2,929 | 196,243 | 67 Dwellings | 3,35 |
| 12 Single Detached | | | | 5% "at home" employment | Jobs |
| 13 7.8m Single Detached | | | | | |
| 18 Semi-Attached | | | | | |
| MULTIPLES | 126 | 2,189 | 275,814 | 126 Dwellings | 6,30 |
| 52 Street Towns | | | | 5% "at home" employment | Jobs |
| 12 Stacked Towns | | | | | |
| MULTIPLES | 16 | 2,189 | 35,024 | 16 Dwellings | 16 |
| 100% "at home" employment | | | | | Jobs |
| 16 Live/Work Towns | | | | 160 Dwellings | 8,00 |
| APARTMENTS | 160 | 1,689 | 287,040 | 160 Dwellings | 8,00 |
| 160 Units | | | | | Jobs |
| Subtotal | 369 | 774,121 | 607,771 | 35,65 | Jobs |
| Total | | | | 607,771 | 35,65 |
| Land Area | | | | | 8.34 |
| Greenfield Density | | | | | 96,655 |



GREENFIELD DENSITY CALCULATION

| LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) |
|-------------|------------------------|-------------|------------------------|-------------|------------------------|-------------|------------------------|-------------|------------------------|-------------|------------------------|
| 1 | 11,800 | 11 | 4,725.85m ² | 21 | 2,184.0m ² | 31 | 1,904.4m ² | 41 | 2,341.1m ² | 51 | 4,018.5m ² |
| 2 | 11,800 | 12 | 4,725.85m ² | 22 | 2,184.0m ² | 32 | 1,904.4m ² | 42 | 2,341.1m ² | 52 | 4,018.5m ² |
| 3 | 11,800 | 13 | 4,725.85m ² | 23 | 2,184.0m ² | 33 | 1,904.4m ² | 43 | 2,341.1m ² | 53 | 4,018.5m ² |
| 4 | 11,800 | 14 | 4,725.85m ² | 24 | 2,184.0m ² | 34 | 1,904.4m ² | 44 | 2,341.1m ² | 54 | 4,018.5m ² |
| 5 | 11,800 | 15 | 4,725.85m ² | 25 | 2,184.0m ² | 35 | 1,904.4m ² | 45 | 2,341.1m ² | 55 | 4,018.5m ² |
| 6 | 11,800 | 16 | 4,725.85m ² | 26 | 2,184.0m ² | 36 | 1,904.4m ² | 46 | 2,341.1m ² | 56 | 4,018.5m ² |
| 7 | 11,800 | 17 | 4,725.85m ² | 27 | 2,184.0m ² | 37 | 1,904.4m ² | 47 | 2,341.1m ² | 57 | 4,018.5m ² |
| 8 | 11,800 | 18 | 4,725.85m ² | 28 | 2,184.0m ² | 38 | 1,904.4m ² | 48 | 2,341.1m ² | 58 | 4,018.5m ² |
| 9 | 11,800 | 19 | 4,725.85m ² | 29 | 2,184.0m ² | 39 | 1,904.4m ² | 49 | 2,341.1m ² | 59 | 4,018.5m ² |
| 10 | 11,800 | 20 | 4,725.85m ² | 30 | 2,184.0m ² | 40 | 2,341.1m ² | 50 | 4,018.5m ² | 60 | 4,018.5m ² |

LOT/BLOCK AREAS NOT SHOWN IN PLAN

| LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) | LOT/BLOCK # | AREA (m ²) |
|-------------|------------------------|-------------|------------------------|-------------|------------------------|-------------|------------------------|-------------|------------------------|-------------|------------------------|
| 26 | 1,960.0 | 34 | 1,960.0 | 42 | 2,341.1 | 50 | 4,018.5 | 58 | 4,018.5 | 66 | 4,018.5 |
| 27 | 1,960.0 | 35 | 1,960.0 | 43 | 2,341.1 | 51 | 4,018.5 | 59 | 4,018.5 | 67 | 4,018.5 |
| 28 | 1,960.0 | 36 | 1,960.0 | 44 | 2,341.1 | 52 | 4,018.5 | 60 | 4,018.5 | 68 | 4,018.5 |
| 29 | 1,960.0 | 37 | 1,960.0 | 45 | 2,341.1 | 53 | 4,018.5 | 61 | 4,018.5 | 69 | 4,018.5 |
| 30 | 1,960.0 | 38 | 1,960.0 | 46 | 2,341.1 | 54 | 4,018.5 | 62 | 4,018.5 | 70 | 4,018.5 |
| 31 | 1,960.0 | 39 | 1,960.0 | 47 | 2,341.1 | 55 | 4,018.5 | 63 | 4,018.5 | 71 | 4,018.5 |
| 32 | 1,960.0 | 40 | 2,341.1 | 48 | 2,341.1 | 56 | 4,018.5 | 64 | 4,018.5 | 72 | 4,018.5 |
| 33 | 1,960.0 | 41 | 2,341.1 | 49 | 2,341.1 | 57 | 4,018.5 | 65 | 4,018.5 | 73 | 4,018.5 |
| 34 | 1,960.0 | 42 | 2,341.1 | 50 | 4,018.5 | 58 | 4,018.5 | 66 | 4,018.5 | 74 | 4,018.5 |
| 35 | 1,960.0 | 43 | 2,341.1 | 51 | 4,018.5 | 59 | 4,018.5 | 67 | 4,018.5 | 75 | 4,018.5 |
| 36 | 1,960.0 | 44 | 2,341.1 | 52 | 4,018.5 | 60 | 4,018.5 | 68 | 4,018.5 | 76 | 4,018.5 |
| 37 | 1,960.0 | 45 | 2,341.1 | 53 | 4,018.5 | 61 | 4,018.5 | 69 | 4,018.5 | 77 | 4,018.5 |
| 38 | 1,960.0 | 46 | 2,341.1 | 54 | 4,018.5 | 62 | 4,018.5 | 70 | 4,018.5 | 78 | 4,018.5 |
| 39 | 1,960.0 | 47 | 2,341.1 | 55 | 4,018.5 | 63 | 4,018.5 | 71 | 4,018.5 | 79 | 4,018.5 |
| 40 | 1,960.0 | 48 | 2,341.1 | 56 | 4,018.5 | 64 | 4,018.5 | 72 | 4,018.5 | 80 | 4,018.5 |

**Conditions of Draft Plan Approval
Stonebridge Village Subdivision (File No. DPS D12-02-24)**

The conditions of final approval and registration of the Stonebridge Village Subdivision by Elevate Living (file: D12-02-24) in the City of Port Colborne are as follows:

DRAFT PLAN

1. This approval applies to the lands known as Stonebridge Village - Draft Plan of Subdivision, legally described as Part of Lot 31, Concession 2, Geographic Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara prepared by Upper Canada Consultants dated August 27, 2024 depicting:
 - Lots 1-12 for Single-detached Residential;
 - Lots 13-25 for 7.8m Single-detached Residential;
 - Lots 26-49 for 8.4m Single-detached Residential;
 - Blocks 50-59 For Street Townhouses;
 - Block 60 for Semi-detached Residential;
 - Blocks 61-66 for Back-to-Back Townhouses;
 - Blocks 67-70 for Live/work Townhouses;
 - Block 71 for Stacked Townhouses;
 - Block 72 for Medium/High Density Residential;
 - Block 73 for Parkland;
 - Block 74 for Stormwater Management Facility;
 - Block 75 for Future Development;
 - Block 76 for Servicing/Pedestrian Access;
 - Blocks 77-81 for 0.3m reserves;
 - Block 82 for 3m Road Widening;
2. Conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.
3. Unless stated otherwise, each condition shall apply to all phases, as applicable.

AGREEMENTS AND FINANCIAL REQUIREMENTS

4. The Developer shall provide three (3) paper copies and an electronic copy of the preregistration plan, prepared by an Ontario Land Surveyor, and a letter to the Planning Division stating how all the conditions imposed have been, or are to be fulfilled.
5. The Developer shall agree to pay to the City of Port Colborne all required processing and administration fees.

6. The Developer shall submit a Solicitor's Certificate of Ownership for the Plan of Subdivision of land to the Planning Division prior to the preparation of the Subdivision Agreement.

7. That the Subdivision Agreement between the Developer and the City of Port Colborne be registered by the Municipality against the lands to which it applies in accordance with the *Planning Act R.S.O. 1990, c. P.13*.

8. That the Developer shall pay the applicable City of Port Colborne, Niagara Region, and Niagara District Catholic School Board development charges in place at the time of the Building Permit issuance.

9. That the Developer agrees in writing to satisfy all of the requirements, financial and otherwise, of the City of Port Colborne concerning the provision of roads, daylight triangles, lot reserves, road widenings, sidewalks, fire hydrants, streetlights, the extension and installation of services, stormwater management and drainage including the upgrading of services and the restoration of existing roads damaged during the development of the Plan of Subdivision.

10. That the subdivision, if phased, will be to the satisfaction of the Manager of Planning or designate and the Director of Public Works.

11. That the Developer shall dedicate Block 74 to the City of Port Colborne, free and clear of any mortgages, liens and encumbrances as a stormwater management facility.

12. That the Developer shall dedicate Block 76 to the City of Port Colborne, free and clear of any mortgages, liens and encumbrances as a pedestrian path to Barrick Road.

13. That the Developer shall provide street tree plantings in the boulevards abutting street townhouses and semi-detached dwellings or a suitable alternative on both sides of all roads at the rate of one tree per dwelling lot frontage, or at 15 metre intervals elsewhere, to the satisfaction of the Manager of Planning.

14. That the Developer agrees that Blocks 71 and 72 will require site plan control and/or additional draft plan of subdivision/condominium application(s), and that all ingress and egress will be via public or private laneways.

15. Prior to any site alteration, or final approval, the Developer shall submit all supporting materials, prepared by a qualified professional, as required by the City or any applicable authority, and shall agree to implement the recommendations of the reports, studies and plans to the satisfaction of the Director of Public Works, Manager of Planning, and any other applicable authority.

16. This approval is for a period of three (3) years. Approval may be extended pursuant to Section 51 (33) of the Planning Act R.S.O. 1990, c. P.13 but no extension can be granted once the approval has lapsed. If the Developer wishes to request an extension to the approval, a written explanation on why the extension is required, together with the resolution from the Region must be submitted for City Council's consideration, prior to the lapsing date.
17. If final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the Planning Act R.S.O. 1990, c. P.13.
18. It is the Developer's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the City, quoting file number D12-02-24 and referencing the conditions that are cleared.

LAND TRANSFERS AND EASEMENTS

19. That the Developer agrees to deed any and all easements that may be required for access utility and drainage purposes to the appropriate authorities and utilities.
20. The Developer shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
21. The Developer shall agree that in the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

ZONING

22. That prior to final approval, the Zoning By-law Amendment application (File No. ZBA D14-06-24), which reflects the layout of the draft plan of subdivision, has come into effect in accordance with the provisions of Section 34 and 35.1 (1) of the Planning Act R.S.O. 1990, c. P.13.
23. The Developer shall submit to the Planning Division three (3) paper copies and an electronic copy of the proposed draft plan and a letter prepared by an Ontario Land Surveyor to confirm zoning compliance.
24. That the Manager of Planning be provided with a surveyor's certificate showing lot frontages and net lot area for the final Plan of Subdivision.

ROADS

25. That the Developer agrees that all streets within the subdivision be conveyed to the City of Port Colborne as public highways.
26. That the Developer agrees that the proposed streets be named to the satisfaction of the City of Port Colborne in accordance with the City's Road Naming Policy.
27. That the Developer provides detailed engineering design drawings for the roads, sidewalks and street lighting facilities required to service the subject lands to the Director of Public Works for review and approval.
28. The Developer shall be responsible for the construction of all primary and secondary services, including sidewalks, boulevard plantings and sodding/hydroseeding, in accordance with the City of Port Colborne Standards, or subsequent standards.
29. That the Developer agrees to provide street lighting to the satisfaction of the Director of Public Works.
30. That the Developer agrees to provide a detailed streetscape plan in accordance with the City of Port Colborne Engineering Design Manual, or subsequent standards, to the satisfaction of the Manager of Planning and the Director of Public Works illustrating street trees, on-street parking and driveway entrances.
31. That the Developer agrees to install sidewalk and grade and sod boulevards in accordance with the requirements of the City of Port Colborne Standards, or subsequent standards. All sidewalks shall be deemed to be Secondary Services and shall be completed within six (6) months of occupancy of each dwelling, except between November 15th and April 15th at which time the sidewalks must be installed as soon as possible, at the locations shown on the Plans and in accordance with the approved Subdivision Grade Control Plan or as amended by the Director of Public Works. The sidewalks are to be constructed in their entirety in block long sections.

MUNICIPAL SERVICES

32. That a Functional Servicing Study report indicating that the accepting servicing infrastructure (storm sewers, sanitary sewers, and water mains) can accommodate the additional flows and that adequate fire flows are provided to the development, be submitted to the City of Port Colborne for review and to the satisfaction of the Director of Public Works and Fire Chief.

33. That the Developer will provide the City of Port Colborne with the proposed site servicing plans for the subject property. The Director of Public Works shall approve the plans prior to final approval of the subdivision.
34. That the Developer submit to the City of Port Colborne for review and approval, a Geotechnical Study, prepared by a qualified engineer, that verifies the soil bearing capacity, recommends appropriate sewer pipe design, pipe bedding, backfill and roadway designs, to the satisfaction of the Director of Public Works.
35. That the design drawings for the sanitary sewer and stormwater drainage systems to service this development be submitted to the Director of Public Works.
36. Prior to installing the watermain to service the proposed development, the Developer must submit Ministry of Environment, Conservation and Parks 'Form 1' Record of Watermain.
37. At the end of the project, the design engineer shall certify that all grading, storm sewers, and stormwater management controls have been constructed in general conformity to the approved drawings. Copies of the certification shall be circulated to the City of Port Colborne and the Regional Municipality of Niagara.
38. That all sub-grade building foundation's drainage be directed to a sump pump(s) in each house discharging via storm laterals to the municipal storm sewer system. Foundation drains are prohibited from connecting to the sanitary sewer system.
39. Roof water drainage from any structure or building shall discharge onto splash pads (concrete or other suitable material) to grass surfaces via downspouts. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, not onto walks or driveways, and not towards adjacent property.

STORMWATER MANAGEMENT, GRADING, SEDIMENT AND EROSION CONTROL

40. That the subdivision agreement contains provisions whereby the Developer agrees to implement the approved Stormwater Management Plan required in accordance with Condition 42.
41. That the Developer prepare a detailed subdivision grade control plan showing both existing and proposed grades and the means whereby major storm flows will be accommodated across the site to be submitted to the City of Port Colborne, Regional Municipality of Niagara Development Services Division, and the Niagara Peninsula Conservation Authority for review and approval.

42. That prior to approval of the final plan or any on-site grading, the Developer submit to the City of Port Colborne for review and approval, two copies of a detailed Stormwater Management Plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of the Environment, Conservation and Parks documents entitled "Stormwater Management Planning and Design Manual (March 2003)" and "Stormwater Quality Guidelines for New Development (May 1991)", and in accordance with the City of Port Colborne's Lot Grading and Drainage Policy, and the City of Port Colborne's Stormwater Management Facility Standards:
- a) Detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and,
 - b) Detailed sediment and erosion control plans.
43. That detailed sedimentation and erosion control plans be prepared for review and approval by the Niagara Peninsula Conservation Authority and Niagara Region as detailed in their respective conditions.
44. That detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site, be submitted to the Region of Niagara for review and approval.
45. That prior to approval of the final plan, the Developer submit to the City of Port Colborne a detailed Stormwater Management Plan for the development completed by a qualified engineer and prepared in accordance with the "MOEE Stormwater Management Practices, Planning and Design Manual (June 1994)".

FENCING

46. That the Developer shall provide opaque board-on-board fencing abutting existing residential uses along Barrick Road, unless otherwise stated by the City of Port Colborne or Niagara Region. This fencing should be indicated on all future Plans.
47. That the Developer shall provide 1.5 m high black chain-link fencing along the boundary of Block 11 (SWM pond), together with any required life-saving devices to the satisfaction of the City.

PUBLIC PARKLAND

48. The Developer shall convey land in the amount of 5% of the land included in the draft plan to the City of Port Colborne for park purposes as permitted in Section 51.1 of the Planning Act R.S.O. 1990, c. P.13. Alternatively, the City may accept cash-in-lieu of the conveyance and under the provisions of Section 51.1 (3) of the Planning Act R.S.O. 1990, c. P.13.

UTILITIES

49. The Developer shall coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
50. The Developer shall enter into any agreement as required by utility companies for installation of services, including street lighting, all in accordance with the standards of the City of Port Colborne. All utilities servicing the subdivision shall be underground. Upon installation and acceptance by the City, streetlights and streetlight electrical supply system will be added to the City's inventory.

CANADA POST

51. The Developer shall include on all offers of purchase and sale, a statement that advises the prospective purchaser that:
 - i) the home/business mail delivery will be from a designated Central Mail Box;
 - ii) the developer/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
52. The Developer agrees to work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the development;
 - i) install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes;
 - ii) identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision;
 - iii) determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

NIAGARA REGION PLANNING & DEVELOPMENT SERVICES

Archaeology

53. That the applicant/owner receive acceptance from the Ministry of Citizenship and Multiculturalism (MCM) for the archaeological assessment report titled Stage 1-2 Archaeological Assessment, prepared by Detritus Consulting Ltd. (dated January 11, 2022).

54. That the applicant/owner submit a Stage 3 archaeological assessment (and any required subsequent archaeological assessments), as required by the licensed archaeologist or Ministry, to the Ministry of Citizenship and Multiculturalism (MCM) and receive an acknowledgement letter from the MCM (copied to Niagara Region) confirming that all archaeological resource concerns have met licensing and resource conservation requirements prior to any development on the site. If the licensed archaeologist or the Ministry recommends/requires a further Stage 4 Archaeological Assessment, this report must also be submitted to and acknowledged by the Ministry, to the satisfaction of Niagara Region, prior to clearance of this condition. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the MCM through Niagara Region confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

55. That the following warning clause is included within the subdivision agreement to protect for any potential archaeological resources that may be encountered during construction activities:

“If deeply buried or previously undiscovered archaeological remains/resources are found during development activities on the subject lands, all activities must stop immediately. If the discovery is human remains, contact the police and coroner to secure the site. If the discovery is not human remains, the area must be secured to prevent site disturbance. The project proponent must then follow the steps outlined in the Niagara Region Archaeological Management Plan: Appendix C.”

Land Use Compatibility - Noise

56. That the subdivision agreement includes a clause requiring the owner to implement the recommendations of the Road Traffic and Stationary Noise Impact Study, prepared by JJ Acoustic Engineering Ltd. (dated February 22, 2024) including the requirement for air conditioning in all units, upgraded glazing for units blocks 37-41, units 9-11, and warning clauses.

57. That an addendum to the Road Traffic and Stationary Noise Impact Study, prepared by JJ Acoustic Engineering Ltd. (dated February 22, 2024) is provided *once mechanical design is complete for Block 76 to account for noise from the apartment building to the balance of the development and neighbouring buildings.*

58. That the owner submits verification from a qualified acoustical consultant that the noise control measures have been properly incorporated into architectural mechanical drawings and specifications for the proposed dwellings, or that a similar clause be included in the subdivision agreement.

59. That the subdivision agreement includes a clause requiring verification from a qualified acoustical consultant that the noise control measures have been properly installed during construction, prior to assumption.

60. That the owner agrees to include the following warning clause in all Agreements of Purchase and Sale or Lease or Occupancy for all units, as outlined in the Road Traffic and Stationary Noise Impact Study, prepared by JJ Acoustic

Engineering Ltd. (dated February 22, 2024), and that they also be included in the subdivision agreement:

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

Transportation

61. That an updated Transportation Impact Study is prepared and submitted to Niagara Region for review and approval.

Servicing

62. That the owner provides a written acknowledgement to Niagara Region stating that draft approval of this subdivision does not include a commitment of servicing allocation by Niagara Region as servicing allocation will not be assigned until the plan is registered and that any pre-servicing will be at the sole risk and responsibility of the owner.

63. That the owner provides a written undertaking to Niagara Region stating that all Offers and Agreements of Purchase and Sale or Lease, which may be negotiated prior to registration of this subdivision shall contain a clause indicating that servicing allocation for the subdivision will not be assigned until the plan is registered, and a similar clause be inserted in the subdivision agreement between the owner and the City.

64. That prior to final approval for registration of this plan of subdivision, the owner shall submit the design drawings and an updated Functional Servicing Report [with calculations] for any new municipal sanitary and storm sewers, and stormwater management facilities required to service this development. *The capacity in the Regional system is to be confirmed and copies of the approved CLI ECA forms and final drawings must be forwarded to Niagara Region.*

65. That prior to approval of the final plan, the owner shall submit detailed sanitary sewer design information (flows, timing, revised flows for any changes to development plans) for the subdivision, and prior to final approval, the anticipated design flows will be submitted along with flow monitoring information to evaluate if capacity is available at the Omer Sewage Pumping Station. The report shall be sealed by a qualified professional engineer.

66. That the Owner submit a written undertaking to Niagara Region that acknowledges the sewershed of the Omer Sewage Pumping Station has a servicing capacity that will not be able to accommodate the full development.

Waste Collection

67. That the owner/developer ensure that all streets and development blocks can provide access in accordance with Niagara Region's Corporate Policy and By-laws relating to the curbside collection of waste and complete the Application for Commencement of Collection prior to waste collection services commencing.

68. In order to be eligible for Regional curbside waste collection services, the owner will be required to provide a temporary turnaround/cul-de-sac with a minimum curb radius of 12.8 metres for all dead-end streets.

Clearance of Conditions

Prior to granting final approval, the City of Port Colborne must be in receipt of written confirmation that the requirements of each condition have been met satisfactorily and that all fees have been paid to the satisfaction of Niagara Region.

Subdivision Agreement

Prior to final approval for registration, a copy of the executed Subdivision Agreement for the proposed development should be submitted to Niagara Region for verification that the appropriate clauses have been included. Niagara Region recommends that a copy of the draft agreement be provided to allow for the incorporation of any necessary revisions prior to execution.

Note: Clearance requests shall be submitted to the Region in accordance with the Memorandum of Understanding, which stipulates that requests for formal clearance of conditions are to be received and circulated to the Region by the local municipality. The local municipality is also responsible for circulating a copy of the draft agreement, and the Region is unable to provide a final clearance letter until the draft agreement is received. The Region is committed to reviewing submissions related to individual

CITY OF PORT COLBORNE FIRE DEPARTMENT

69. Fire break lot(s) shall be outlined on the final plan as necessary.
70. During construction streets shall be left clear in conformance with the requirements of the Ontario Building Code (i.e. minimum 6 m width and a minimum 12 m centreline turning radius). Streets are to be hard surfaced (first layer of asphalt) prior to construction above ground to ensure that they will accept the weight of fire fighting vehicles and provide emergency access at all times and under all weather conditions.
71. Access for fire department vehicles shall be maintained to new buildings, construction trailers and material storage areas at all times during construction.
72. Fire hydrants are to be in place, operational and secured prior to construction above ground. The water supply for fire fighting purposes must be kept accessible and operational at all times.
73. A detailed site plan, noting all services / hydrant locations shall be submitted for review and comment.
74. Construction waste material is not to accumulate on site in quantity or locations so as to create a fire hazard.
75. Open burning is not permitted.
76. When hot work is being utilized portable fire extinguishers shall be on site and accessible.

77. The owner agrees that conditions 71-78 will be included as conditions within the future Subdivision Agreement.

MINISTRY OF TRANSPORTATION ONTARIO (MTO)

78. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a Stormwater Management Report indicating the intended treatment of the calculated runoff.

79. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a Traffic Impact Study to assess the impacts to Hwy 403 and identify any related highway improvements.

80. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, detailed grading, servicing, erosion & sediment control plans, survey, and internal road construction plans.

81. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a detailed Lighting Plan.

82. That prior to final approval, the owner shall enter into a Legal Agreement with the Ministry of Transportation whereby the owner agrees to assume financial responsibility for the construction of all necessary associated highway improvements.

General Notes:

- Stormwater Management Reports must adhere to accepted ministry policies/standards and must be stamped and signed by a Professional Engineer of Ontario.
- Traffic Impact Studies must adhere to accepted Ministry practices/standards and must encompass the full build-out of the entire development (e.g., all phases), as well as prepared by a RAQS qualified consultant, stamped, and signed by a Professional Engineer of Ontario

The following will be required under the Notes to Approval:

MTO Clearance of Conditions:

- All ministry submissions should be provided in electronic form. Please make the applicant aware that the ministry does not clear individual conditions. The ministry issues a single "Clearance Letter" once all plan conditions have been addressed to our satisfaction.
- All building, structures and essential site features should be setback a minimum of 14m from the MTO right-of-way. All access shall be from the municipal road, direct highway access is not permitted.
- The site is within the MTO's permit control area(45m from the highway property line or 395m from the centre point of a municipal road and the highway), MTO permits are required for any site development including grading and road construction. Any signs visible from the highway require a MTO sign permit. Further

information is available at: <https://www.ontario.ca/page/highway-corridor-management>

Clearance of Conditions

FINAL APPROVAL

Subject to the conditions set forth herein, this Draft Plan is approved under Section 51 (31) of the *Planning Act R.S.O. 1990, c. P.13*. Final approval shall be granted by the City.

CLEARANCE OF CONDITIONS Prior to granting final plan approval, the Planning Division requires written notice from applicable City Departments and the following agencies indicating that their respective conditions have been satisfied:

- Bell Canada – Condition 20
- Enbridge Gas – Condition 21
- Canada Post – Conditions 51-52
- Niagara Region Planning & Development Services – Conditions 53-68
- Ministry of Transportation (MTO) – Conditions 78-82
- City of Port Colborne – All remaining Conditions



Subject: Recommendation Report for Proposed Zoning By-law Amendment - Vacant Lot Elizabeth Street

To: Council

From: Development and Government Relations Department

Report Number: 2024-210

Meeting Date: November 12, 2024

Recommendation:

That Development and Government Relations Department – Planning Division Report 2024-210 be received for information;

That the Zoning By-law Amendment attached as Appendix A be approved; and

That the City Clerk be directed to issue the Notice of Passing in accordance with the *Planning Act*.

Purpose:

The purpose of this report is to provide Council with a recommendation regarding an application initiated by the City of Port Colborne for the lands legally known as Concession 1, Part of Lots 23 and 24, being Part 1 on Plan 59R-10294 in the City of Port Colborne, Regional Municipality of Niagara, municipally known as vacant City-owned lands on Elizabeth Street north of the Friendship Trail.

Background:

The application for Zoning By-law Amendment proposes to change the zoning on a portion of the lands from Residential Development (RD) to Environmental Protection (EP) to recognize the flood hazard.

This application has been initiated by the City of Port Colborne in response to previous comments received from the Niagara Peninsula Conservation Authority (NPCA) with respect to these City-owned lands, and the lands directly north, which are subject to an approved Draft Plan of Subdivision and previous Zoning By-law Amendment.

As part of the previous applications, the NPCA identified areas within the City-owned lands which are subject to their flood hazard policies. NPCA policies require that lands within flood hazards be restricted from development and be placed in a suitable Environmental Protection zone.

A Public Meeting was held on November 5, 2024, where Planning staff presented the application to City Council.

Discussion:

Planning Legislation

Planning staff reviewed these applications with consideration of several planning documents including the *Planning Act*, R.S.O, 1990, as amended, the *Provincial Planning Statement (2024)*, the *Regional Official Plan*, the *City of Port Colborne Official Plan* and the *City of Port Colborne Comprehensive Zoning By-law 6575/30/18*. For the applications to be supported by Staff, it must conform to or be consistent with the aforementioned plans.

Planning Act, 1990

Section 2 of the *Planning Act* (the “Act”) outlines matters of provincial interest.

Section 3 of the Act requires that, in exercising any authority that affects a planning matter, planning authorities “shall be consistent with the policy statements” issued under the Act and “shall conform with the provincial plans that are in effect on that date, or shall not conflict with them, as the case may be”.

Section 34 of the Act allows for the consideration of amendments to the Zoning By-law.

Provincial Planning Statement (2024)

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS provides direction on natural and human-made hazards.

Section 5.1.1 provides that development shall be directed away from areas of natural or human-made hazards where there is an unacceptable risk to public health or safety or of property damage, and not create new or aggravate existing hazards.

Further, Section 5.2 outlines that planning authorities shall work in collaboration with conservation authorities to identify hazardous lands and manage development in these areas. The policies direct that development shall generally be directed to areas outside of lands that are impacted by flooding hazards. The policies are clear that development shall not be permitted within areas that would be inaccessible by people and vehicles during times of flooding hazards.

As this application intends to protect the flood hazard lands from inappropriate development, Planning staff find that the proposed amendments to the Zoning By-law are consistent with the PPS and its relevant policies.

Niagara Official Plan (2022)

The Niagara Official Plan (NOP) provides a policy framework for planning matters under the Region's purview.

Similarly to the PPS, Section 3.1.23.1 of the NOP provides that development shall generally be directed to areas outside of hazardous lands such as lands impacted by flooding hazards. Further Section 3.1.23.2 states that development shall not be permitted within areas that would be inaccessible to people and vehicles during times of flooding hazards.

Based on the intent of the application, which is to protect these lands from inappropriate development, Planning staff find that the proposed amendments to the Zoning By-law conform to the NOP.

Port Colborne Official Plan

The City Official Plan provides similar policies to the PPS and NOP as referenced above.

Section 4.2.4.1 e) states that:

Development or site alteration shall not be permitted to locate in hazardous lands or hazardous sites where the use is:

- i) An institutional use associated with hospitals, nursing homes, pre-school, school nurseries, day care and schools, where there is a threat to the safe evacuation of the sick, the elderly, persons with disabilities or the young during an emergency as a result of erosion;*
- ii) An essential emergency service such as that provided by fire, police and ambulance stations and electrical substations, which would be impaired during an emergency as a result of flooding, the failure of floodproofing measures and/or protection works, and/or erosion; and*
- iii) Uses associated with the disposal, manufacture, treatment or storage of hazardous substances*

Section 4.2.4.1 o) states that:

Development shall generally be directed to areas outside of hazardous sites such as areas of unstable soils, organic soils or unstable bedrock. Development and site alteration will not be permitted on hazardous sites unless a geotechnical engineering study prepared and signed by a qualified engineer has demonstrated to the satisfaction of the City in consultation with the Niagara Peninsula Conservation Authority that the development is feasible.

As the purpose of this application is to protect these lands from inappropriate development within a flooding hazard, staff find the Zoning By-law Amendment application is appropriate and conforms to the polices of the Official Plan.

City of Port Colborne Zoning By-law 6575/30/18

The subject lands are currently zoned Residential Development (RD). The purpose of this application is to rezone a portion of the lands to recognize the flooding hazard on the subject lands. The intent of the Zoning By-law Amendment is to restrict the lands from inappropriate development. The majority of the lands will remain in the RD zone, with the exception of the area subject to the flood hazard. The application is only subject the area highlighted in the green dotted area on the diagram below.



Internal Consultations:

The Notice of Public Meeting was circulated in accordance with O. Reg 545/06 to required agencies and departments on October 15, 2024. As of the date of preparing this report, the following comments have been received:

Enbridge

No objections to the proposed application.

Ministry of Transportation Ontario (MTO)

The MTO has no comments on the application as it is located outside of the MTO permit control area.

Financial Implications:

There are no financial implications with this report.

Public Engagement:

The Notice of Public Meeting was circulated in accordance with O. Reg 545/06 on October 15, 2024. As of the date of preparing this report, no comments from the public have been received.

Strategic Plan Alignment:

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

- Environment and Climate Change
 - Sustainable and Resilient Infrastructure
-

Conclusion:

It is the opinion of Planning staff that the proposed Zoning By-law Amendment application is consistent with the PPS, conforms to Regional and City policies and requirements. The application will help protect these lands from inappropriate development in the future. Planning staff recommend that Council approve the application.

Appendices:

- a. Zoning By-law Amendment

Respectfully submitted,

David Schulz, BURPI, MCIP, RPP

Manager of Planning
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david.schulz@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting the land legally known as Concession 1, Part of Lots 23 and 24, being Part 1 on Plan 59R-10294 in the City of Port Colborne, Regional Municipality of Niagara, municipally known as vacant City-owned lands on Elizabeth Street, north of the Friendship Trail.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the *Planning Act, R.S.O. 1990*, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule "A6" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from Residential Development (RD) to Environmental Protection (EP).
3. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
4. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this day of , 2024.

William C Steele
Mayor

Charlotte Madden
City Clerk

Schedule "A"





PORT COLBORNE

Subject: Request to Demolish Heritage Listed Property – 725 King Street

To: Council

From: Development and Legislative Services Department

Report Number: 2024-186

Meeting Date: November 12, 2024

Recommendation:

That Development and Government Relations Department Report 2024-186 be received; and

That Council approve the recommendation of the Heritage Subcommittee to remove 725 King Street from the Heritage Register.

Purpose:

The purpose of this report is for Council to consider approving the recommendation from the Heritage Subcommittee to remove 725 King Street from the Heritage Register.

Background:

725 King Street appears to have been built in the mid 1800s, though the background research report prepared by staff at the L.R. Wilson Heritage Archives (Archives) (attached as Appendix A to this report) finds that few of the original features are likely to have been conserved since its original construction.

Section 27 (3) of the *Ontario Heritage Act* (OHA) permits Council to include non-designated properties that it believes to be of cultural heritage value or interest on the municipal Heritage Register. In 2009, Council Report 2009-75 adopted the Heritage Register that was first presented in Heritage Port Colborne Committee Report No. 2009-03. The 2009 Heritage Register is where 725 King Street was first listed as a non-designated property.

To aid in Council's decision, Planning staff wish to highlight the amendments to the OHA introduced on November 28, 2022, when Bill 23 received Royal Assent, and on June 6, 2024, when Bill 200 received Royal Assent.

The amendments introduced by Bill 23 required municipalities to decide to designate or remove properties from their heritage registers before January 1, 2025. Bill 23 also amended Ontario Regulation 9/06 (O. Reg. 9/06) to require properties to meet two or more of the criteria for determining cultural heritage value or interest prescribed therein.

Bill 200 extended the original timeline for deciding which properties should be designated or removed from a municipal heritage register until January 1, 2027, and restricted municipalities from relisting a non-designated property for five years after its removal from a heritage register.

725 King Street is a City-owned property. In early September 2024, the Director of the Development and Government Relations Department submitted a notice of intention to demolish the structure on behalf of the City. Planning staff coordinated with the Director and staff at the Archives to provide the Heritage Subcommittee with information to consider the proposal to remove the property from the Register and formulate a recommendation to Council.

Discussion:

Section 27 (9) of the OHA requires that the owner of a non-designated property listed on the municipal Heritage Register provide Council with 60 days notice in writing of their intention to demolish or remove a building or structure on the property. Council uses the 60-day notice period to determine whether to permit the proposed demolition or conserve the property through designation under section 29 of the OHA.

Section 27 (11) requires that a written notice of intention to demolish is accompanied by such plans and information as Council may require. No additional submission requirements have been formally established for evaluating proposals to remove non-designated properties from the Heritage Register at this time.

The Heritage Subcommittee was presented with the background research report on 725 King Street that is attached as Appendix A. On October 15, 2024, the Subcommittee discussed the proposal and determined that the property does not meet the requirements for designation under the OHA and adopted a motion recommending that the property be removed from the Heritage Register. The motion passed by the Heritage Subcommittee during that meeting is attached as Appendix B to this report.

Internal Consultations:

Economic Development staff have been working with Niagara Regional Housing to facilitate the future redevelopment of 725 King Street. Archives staff prepared the background research report attached as Appendix A.

Financial Implications:

There are no immediate financial implications associated with this report.

Public Engagement:

No public engagement will be required if Council accepts the recommendation of the Heritage Subcommittee.

Strategic Plan Alignment:

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

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

Conclusion:

Planning staff are seeking Council's direction regarding whether to approve the Heritage Subcommittee's recommendation to remove 725 King Street from the Heritage Register.

Appendices:

- a. Heritage Research Report – 725 King Street
- b. October 15, 2024, Heritage Subcommittee Motion

Respectfully submitted,

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Craig Larmour
Planning Consultant
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Report Approval:

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

Heritage Research Report 725 King St.

Lot 22 East Side Victoria (King) St., Former Humberstone Village

Architectural Features:

The building at 725 King St. is a one-and-a-half-storey structure that shows elements of the Ontario Cottage style, with its gothic revival style gable on the south side. Some exterior alterations have been made to the original building, including replacing or covering what would have been wooden clapboard with stucco, adding a wooden, enclosed staircase on the south side exterior, and possibly enclosing what may have been a porch on the north side. The original part of the house, possibly built as early as the 1860s, is the middle section of the structure, with extensions having been added onto both the west and east ends in 1893. The west end of the building has a hipped-gable end, which would have been unusual for the time and style; it is unclear whether it is an original feature. This end used to be the front of the building, and the sidelights on the window are most likely the remnants of what was once the front doorway (See Appendix 2). There is a one-storey addition on the back, which is probably the kitchen that was added in 1893, and then a small, flat-roofed addition behind that of a more recent date. Some of the window lintels appear to be original, and there is a well-preserved box bay window on the building's north side with intricate, scroll-shaped cornices.

The building has been in use as a triplex, so it is unlikely that many original interior features remain.

History:

Gordon Willson purchased Lot 22 on the East side of Victoria (King) St. in 1859 for \$200, and sold it two years later, in 1861, to Alwis (also spelled Aloys) Piper, a labourer, for the same price (See Appendix 1). The evidence suggests that Piper would have built a dwelling here shortly after purchasing the property. In 1879 Piper took out a mortgage of \$150 from Joseph Miller, and in 1882 this mortgage was assigned to Andrew Binder, a cooper, who owned the neighbouring lots 21 and 4. In 1889 Binder purchased the property from Albert Piper, Alwis's son or grandson, for \$254.80, suggesting that this was taken in payment for the mortgage plus interest. In 1892, Binder sold Lot 22 for \$500 to Frederick W. Weidman (Whiteman), whose parents, Jacob and Mary Weidman, ran the Union Hotel on Main Street. Shortly after taking possession, Weidman carried out some renovations: the *Tribune* of October 20, 1893, reports, "Fred Weidman's house is being improved by the addition of a new front part, kitchen, and cellar, making it a very commodious home."

Of particular interest is a horse chestnut tree on the south side of the property, which may be at least as old as the date of Weidman's additions to the house. Horse chestnut trees, native to the Balkans and Turkey, were introduced into Britain in the early 15th century, and subsequently introduced to Canada by settlers.

Appendix 1 Abstract Lot 22 Victoria Street East Side, Humberstone Village

| PETERSBURGH, LOT No. 22 on the East side of Victoria Street TOWNSHIP LOT No. 28 in 2 nd Concession, Township of Humberstone. | | | | | | | | | | | |
|--|----------------|-------------------|---|----------------------------|----------------|--|---------------------|---|-------------------------------------|---------|--|
| No. of Abstract | No. of Volume | No. of Instrument | INSTRUMENT | IS DATE | DATE OF RECORD | GRANTOR | GRANTEE | QUANTITY OF LAND | CONSIDERATION OR AMOUNT OF MORTGAGE | REMARKS | |
| 1 | | | Patent 17 th May 1802 | | | Carocem | John Neave | 68 s. pt. lot 28 con 2. | | | |
| 2 | A 2081 140 | BVS | 3 rd Jan'y 3 rd July 1808 | 1812 | | John Neff | Peter Neff | 68 s. pt. lot 28 con 2. comp at S E angle thru N 34 th etc | | | |
| 3 | A 8727 202 | BVS | 23 rd June 1832 | 1832 | 1832 | Capt Jacob Neff Jr (Heir at law of the late J. Neff) | Abraham Neff Jr | 120 bars # 290 " 166 28 1729 con 2 | | | |
| 4 | A 85 460 | BVS | 18 th July 1840 | 1840 | 1840 | Abraham Neff Jr | Daniel Neff Sons | 120 acres 390 " as 170 3 | | | |
| Township Registry | | | | | | | | | | | |
| 5 | A 1572 52 | BVS | 24 th March 1849 | 29 th May 1849 | 1849 | Daniel Neff | Abraham Neff Jr | 50 pts of 300 " lot 28 429 except 7/8 an acre deducted to John Cherry & John Picart being a part of the lands in 170 11. | | | |
| 6 | A 2893 109 | G.C. | 16 th Novr 1847 | 1 st April 1851 | 1851 | Daniel Neff Jr | Daniel Neff Snr | 120 acres 400 " same as 170 11 | | | |
| 7 | A 3222 114 | BVS | 24 th March 1849 | 9 th July 1857 | 1857 | Daniel Neff Snr | Daniel Neff Jr | 70 acres 500 " lot 28 429 29 in 2 nd See Compt S. W. corner of lot 28 from N 37 th ch 28 links from E 36.000 to E. angle of 100 ac ditch near W. side of Canal thence S. 88 th there, along west edge of back ditch &c | | | |
| 8 | A 3223 115 | BVS | 31 st May 1851 | 9 th July 1857 | 1857 | Daniel Neff Jr | John Thompson | 70 acres 400 " same as 170 7. | | | |
| 9 | A 1374 311 | BVS | 20 th Octr 1853 | 15 th Novr 1853 | 1853 | Abraham Neff et al | John Thompson | 15 acres 200 " 4 th s. pt. 1 st pt 28 con 2. con 7. but a stake 27 chs 28 links from S. W. corner of lot 28 thence N 74 th chs to thomp- son street &c | | | |
| Village Registry | | | | | | | | | | | |
| 10 | A 6758 98 | BVS | 26 th Jan'y 1859 | 4 th Feb'y 1859 | 1859 | John Thompson et al | Gordon Willson | 31 perches 200 00 lot 22 on the East side of Victoria Street. | | | |
| 11 | A 9483 113 | BVS | 11 th July 1861 | 13 th July 1861 | 1861 | Gordon Willson et al | Rlevis Piper | same as 200 00 170 10 | | | |
| Township Registry | | | | | | | | | | | |
| 12 | A 13392 217 | G.C. | 15 th June 1865 | 17 th June 1865 | 1865 | Jacob Neff et al | Abraham Neff | 220 s. pt lot 28 29 con 2 | | | |

12

To file 126

| Plan No. 200 PETERSBURGH, LOT No. 22 on the East side of Victoria Street now King St. 126 TOWNSHIP LOT No. 98 in 2nd Concession, Township of Humberstone. from folio 125. | | | | | | | | | |
|--|--|--------------|------------------|--|--|-------------------------|-------------------------------------|---|--------------------------|
| No. of Instrument | No. of Instrument | Date | Date of Register | GRANTOR | GRANTEE | QUANTITY OF LAND | CONSIDERATION OR AMOUNT OF MORTGAGE | REMARKS | |
| 13 C 298 | 14277 g.c. | 29 Dec 1865 | 30 Dec 1865 | Abraham Noff et ux | John Thompson | 70 acs same as 1797. | | | |
| 14 | 200 Plan | | | Duplicate Registry 19 inch Plan of part of the Village of Petersburg, composed of part of plot 1869 23 cont. 23 Humberstone, a chiefly the 1000 ft. of J. Thompson lay certified by Jacob Messner P.E.S. | | | | | |
| 15 K | 2024 Mrtg | 20 Oct 1879 | 24 Oct 1879 | Aloys Piper | Joseph Miller | 31 per cent | \$150.00 | | |
| 16 L | 2470 Convey | 28 Apr 1882 | 29 Apr 1882 | Joseph Miller | Andrew Rieder of Hmtg | 20 2/4 | \$160.00 | | |
| 17 O | 3454 BTD | 14 June 1889 | 15 June 1889 | Albert Piper | Andrew Rieder | same as 18 | 252.80 | | |
| 18 N | 4337 Dis | 28 Mar 1894 | 23 Mar 1894 | Andrew Rieder | Albert Piper of Hmtg | 20 2/4 | | | |
| 19 K | 4358 BTD | 22 Mar 1894 | 23 Mar 1894 | Andrew Rieder | Frederick W. Weidman | 31 per cent | \$500 | | |
| See County By-Law Incorporating Village of Humberstone, registered Feb. 13th, 1912, at No. 57C1 | | | | | | | | | |
| 20 A | 571 Grant | 5 April 1915 | 6 April 1915 | Christiana Rieder Widow | Frederick W. Weidman | 31 Per cent | \$100.00 | her interest in | |
| 21 C | 2533 By-Law | 2 May 1927 | 17 May 1927 | By-law no. 166 changing Victoria street to King street. | | | | | |
| 22 G | 5896 Grant | 3 Sept 1947 | 22 Sept 1947 | Sylvia K. O'Hare Arland Weidman et ux as surviving executor of Frederick W. Weidman | Arland Weidman Sylvia K. O'Hare et ux as tenants in common | 22 2/4 | \$10.00 | same as 1915 | |
| 23 | ORDER O. M. B. FROM 13 NOV. 1951 AS NO. 7203 RE: J. W. WEIDMAN, VN OF FURT COLBORNE & VILLAGE OF HUMBERSTONE. | | | | | | | | |
| 24 J | 7226 Grant | 26 Nov 1951 | 3 Dec 1951 | Gene D. Weidman widow, Exr. of Arland W. Weidman | the said Gene D. Weidman | 22 2/4 | \$1.00 | Measurement correct | |
| 25 | 369018 Grant | 5 Nov 1965 | 29 Nov 1965 | Sylvia K. O'Hare Gene D. Weidman | Alfred Reberul Wanda Reberul his wife tenants-in-common tenants-in-common | 22 2/4 | \$9,000. | | |
| 26 | SEE DEPOSIT No. 37027B | | | | | | | | |
| 142381 | Grant | 19 May 1971 | 5 June 1971 | Alfred Reberul Wanda Reberul | John S. Kish Mary H. Kish | 22 | \$1.00 | Tenants in Common Joint Tenants his wife who also bears | |
| 142382 | Mrtg | 3 June 1971 | 5 June 1971 | John S. Kish Mary H. Kish | Alfred Reberul Wanda Reberul | 22 | \$10,200. | Joint Tenants Joint Tenants | DISCHARGED BY NO. 349157 |

FORWARDED TO NEW INDEX (1973)

Appendix 2







Memorandum

To: City Council

From: Diana Vasu, Planner

Re: October 15, 2024, Heritage Subcommittee Motion – 725 King St.

During [its meeting on October 15, 2024](#) , the Heritage Subcommittee passed the following motion with respect to 725 King Street:

Moved: Member C. MacMillan

Seconded: Member J. Piniak

That the Heritage Subcommittee recommend to Council as follows:

That 725 King Street be removed from the City of Port Colborne Heritage Register;
and

That the demolition of the dwelling on the property be permitted.

Carried



Subject: CAO Annual Review – Policy and Process

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2024-196

Meeting Date: November 12, 2024

Recommendation:

That Office of the Chief Administrative Officer Report 2024-196 be received; and

That Council approve the attached CAO Annual Performance Development Forms and process as outlined in the attached policy.

Purpose:

Council is responsible for conducting the annual performance review for the Chief Administrative Officer (CAO). Council requested that a formal policy be created, and that the CAO annual performance development review format be revised to a format similar to what has been implemented at the Niagara Region.

Background:

Each year as part of the CAO annual performance review process Council is asked to provide feedback on the CAO's performance over the prior year and to set goals for the upcoming year.

Council expressed an interest in using a different evaluation tool for the annual performance development review process and for a formal policy regarding the annual process for the CAO performance development review.

Council expressed a desire to implement a process similar to the one used by Niagara Region.

Discussion:

At the direction of Council, Staff contacted the Director of Human Resources for Niagara Region and requested a copy of their policy and documents for the CAO annual review process. Staff modified the policy and documents for the City and have attached them to this report for Council's consideration and approval.

Staff recommend that as part of the annual review process that feedback from the CAO's direct reports still be solicited. This recommendation is reflected in the attached policy. The Chief Human Resources Officer (CHRO) will compile the information and share it with Council prior to their discussions regarding the CAO's performance in the fall of each year.

In addition, staff recommend that Council and the CAO meet mid year to discuss the CAO's progress towards his goals and to have a mid-year conversation regarding the CAO's performance during the first half of the year. This is reflected in the attached policy.

Internal Consultations:

No internal consultation was required.

Financial Implications:

There are no financial implications.

Public Engagement:

No public engagement was required.

Strategic Plan Alignment:

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

- Environment and Climate Change
 - Welcoming, Livable, Healthy Community
 - Economic Prosperity
 - Increased Housing Options
 - Sustainable and Resilient Infrastructure
-

Conclusion:

Staff recommend that Council approve the attached CAO Appraisal Document, CAO Goals and Development Plan, CAO Direct Report Feedback Form, and the CAO appraisal process as outlined in the attached policy.

Staff additionally recommend that Council conduct a mid-year check in with the CAO in June during a closed meeting to discuss his overall performance for the year to date and their expectations for the remainder of the year.

Appendices:

- a. CAP – 17 – Annual CAO Performance Review
- b. CAO Goals and Development Plan
- c. CAO Direct Report Feedback Form
- d. CAO Self Assessment Form
- e. CAO Performance Appraisal Document

Respectfully submitted,

Mary Murray
Chief Human Resources Officer
905-288-8033
mary.murray@portcolborne.ca

Report Approval:

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



**APPENDIX E
Policy Overview**

| | |
|-------------------------------------|-------------------------------|
| Administrative Procedure No: | CAP – 17 |
| Policy: | Annual CAO Performance Review |
| Effective: | March 1, 2024 |
| Revised: | October 2024 |
| Current Legislation: | |
| Applicable to: | Chief Administrative Officer |

9.1 PURPOSE

Formal performance development reviews are required for all employees of the Corporation. The following procedure outline the annual Chief Administrative Officer (CAO) performance development review process that occurs yearly.

9.2 REVIEW PROCESS

On an annual basis, the Chief Human Resources Officer (CHRO) initiates the CAO performance development review process in consultation with the Mayor.

- CHRO initiates the annual performance development review process for the CAO with the Mayor in October of each year.
- CHRO prepares performance appraisal documents for approval by Mayor, and then completion by CAO.
- CHRO prepares CAO Performance Evaluation Survey to be distributed to Mayor and all members of Council for completion.
- CHRO and Mayor assume accountability for process to begin CAO consultation and preparation for the annual performance appraisal process.

9.2.1 CAO is issued performance appraisal documents.

- CAO provided performance appraisal documents to complete first part of assessment process; completion of their self-assessment based on senior leader competencies, their annual objectives and development plan.
- CAO submits completed performance appraisal documents to CHRO by required submission date.

9.2.2 Council invited to participate in CAO performance development review.

- CHRO distributes CAO Performance Evaluation Survey to all members of Council.
- Members of Council complete CAO Performance Evaluation Survey and return to

CHRO by required submission date.

9.2.3 Direct Reports invited to participate in CAO performance development review.

- CHRO distributes CAO Direct Report Survey to all direct reports of the CAO.
- CAO direct reports complete CAO Direct Report Survey and return to CHRO by required submission date.
- CHRO reviews all documentation and creates performance appraisal feedback report to Council.
- Reviews Council feedback provided in CAO Performance Evaluation Survey that contain aggregated results and comments summary.
- Reviews CAO submission of performance appraisal documents.
- Reviews CAO Direct Report Survey feedback.
- Prepares a report summarizing the feedback of Council, direct reports and the CAO for discussion at a closed meeting.

9.2.4 CHRO and Mayor meet with Council to review the CAO performance appraisal feedback report.

- Report based on Council CAO Performance Evaluation survey, the CAO self-appraisal, direct report feedback, and any additional feedback.
- The discussion should center around:
 - How well did the CAO's performance align with Council's strategic priorities.
 - How well did CAO's performance align with annual objectives?
 - What themes or key discussion points emerged?
 - Is there a recommendation for performance development planning for next cycle?
 - What is the final performance rating, and should the CAO review a merit-based increase?
- The performance goals for the upcoming year should be finalized during this meeting.

9.2.5 CHRO and Mayor meets with the CAO to review the CAO performance appraisal report.

- Mayor and CAO engage in feedback discussion regarding performance development review and the goals for the upcoming year.
- Once discussion(s) are complete, sign off by the CAO and Mayor will occur and the performance development review forms will be stored in the CAO's employee file in the Human Resources Department.

9.3 MID-YEAR CHECK IN

A mid year check must occur in June or July of each year. The purpose of this meeting is for the CAO to provide an update on his/her progress on the assigned goals, and for discussion between Council, the Mayor and the CAO regarding the CAO's progress and performance.



PORT COLBORNE

APPENDIX B - CAO GOALS & DEVELOPMENT PLAN

CAO Information

Name:

Date Completed:

Objectives

| Objective | Key Activities | Linkages | Timelines | Measures/ Targets |
|-----------|----------------|----------|-----------|-------------------|
| 1. | | | | |
| | | | | |
| | | | | |
| 2. | | | | |
| | | | | |
| 3. | | | | |
| 4. | | | | |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Key Objectives Comments

Comment here:

Development Plan

| Objective | Key Development Actions | Executive Competency Developed |
|-----------|-------------------------|--------------------------------|
| 1. | | |
| | | |
| | | |

Development Plan Comments

Comment here:

Signatures

CAO, City of Port Colborne

Date:

Mayor, City of Port Colborne

Date:



APPENDIX C - CAO Annual Review Process – Direct Report Feedback Form

| | | | | | | |
|--|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <p><i>Rate each of the following according to <u>your</u> own assessment of the CAO's performance and provide comments.</i></p> | <p>0 = Not applicable/Can't rate 1 = Never demonstrates 2 = Seldom demonstrates 3 = Sometimes demonstrates 4 = Usually demonstrates 5 = Always demonstrates</p> | | | | | |
| Relationship with Staff | 0 | 1 | 2 | 3 | 4 | 5 |
| Models Corporation's values for staff; holds others accountable | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Builds personal relationships with staff; makes a personal connection; asks questions; is genuinely interested | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Inspires, motivates and guides Corporation employees; fosters a culture of service excellence and teamwork; facilitates team success | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Actively supports and encourages professional development among staff | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Consults with senior staff on policy and operational issues | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Oversees effective recruitment and retention of staff capable of meeting municipal objectives | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Promotes a clear understanding of roles between staff and Mayor and Council | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ensures effective, regular communication with staff; invites input | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Relationship with Staff - Overall | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Name: _____

Date: _____

Signature



APPENDIX D- CAO Performance Evaluation – CAO Self Assessment Form

Name of Chief Administrative Officer

Evaluation Period

An annual performance evaluation should be an important part of the relationship between Council and the CAO, and ultimately the success of the municipality. The main purpose is to have an informal discussion about the past year.

Evaluation Principles:

- The approach to the CAO self evaluation should be in a positive manner with the broad objective of improving the organization and positively impacting the CAO, Council and City staff.
- All written and oral comments regarding the performance evaluation of the CAO are strictly confidential.
- The evaluation should be conducted in an honest and fair manner. Don't let one single incident make such a vivid impact that you lose sight of the total picture. All comments should be objectively based upon facts and events during the past reporting period.
- All components of the evaluation such as comments and conclusions must be able to be substantiated if required.
- The evaluation process should be conducted in a manner that provides for and promotes open and honest dialogue.
- The CAO should feel that he/she has been adequately included in the process.

Prior to completing the evaluation, take a few minutes to ask yourself the following questions and make some brief notes, including specific examples:

- | | |
|---|--|
| ✓ How are things going? | ✓ Are we on track? |
| ✓ What have you done well? | ✓ What could Council do to help? |
| ✓ What could you have been done better? | ✓ What could you do to make the organization better? |

Evaluation of Specific Annual Council and CAO Goals for Evaluation Period

Referencing the specific annual Council and CAO goals from last year’s review, please outline if you feel that you were successful in achieving the goals.

| Goal | Comments From CAO |
|---------|-------------------|
| Goal #1 | |
| Goal #2 | |
| Goal #3 | |
| Goal #4 | |
| Goal #5 | |
| Goal #6 | |

CAO Annual Development Plan

Are there any specific areas you feel you would benefit from further development in?

| Development Objective | Specific Experience/Course/Activity | Target Completion Date | Completed Yes/No |
|-----------------------|-------------------------------------|------------------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Evaluation Focus

The main areas to be addressed during the evaluation will be:

| Leadership & Relationships | CAO COMMENTS |
|--|--------------|
| Leadership Style | |
| Relationship with Mayor and Council | |
| Leadership to the Organization and Staff: <ul style="list-style-type: none">• Does there seem to be a reasonable degree of mutual support and respect?• Does the employee morale seem to be positive?• How is the retention of employees? | |
| Relationships to the Community and External Stakeholders | |

Questions

Question

CAO COMMENTS

Corporate Leadership. Do you feel as the CAO you display ongoing and consistent leadership to your direct reports and through them to the full administration?

Please provide examples to support your comments.

Annual Goals. Have you accomplished the Specific Annual Council and CAO Goals (outlined above)?

If not, what barriers prevented you from accomplishing them and what plan do you have in place to meet the goals?

Strengths. What areas would you list as your strong points as a CAO? What do you feel were your greatest accomplishments this year?

Please provide specific examples.

Improvements. What areas would you suggest you work on to improve your skills to be more effective in specific areas or situations?

How do you plan to accomplish these improvements (actions, education, reading, etc)?

Specific Annual Council and CAO Goals for the Coming Year

What are the new strategic goals and key results (which link to the CAO's goals, the municipality's Strategic Plan, and Council's priorities) that you would like to accomplish for the coming year? A mandate letter outlining the annual expectations and annual goals may also be completed if you and Council choose to use this tool.

| Goal | Outcomes/Measures | Target Completion Date |
|------|-------------------|------------------------|
| | | |
| | | |
| | Page 319 of 676 | |

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

Mayor's Signature

Date

CAO's Signature

Date



PORT COLBORNE

APPENDIX E - CAO PERFORMANCE APPRAISAL

CAO INFORMATION

Name:

Evaluation Period:

Completed By:

PERFORMANCE ASSESSMENT

COUNCIL STRATEGIC PLAN

CAO Commentary on Council Strategic Plan Outcomes and Achievements

Council Commentary Council Strategic Plan Outcomes and Achievements

COUNCIL DIRECTED OBJECTIVES

CAO Commentary on Council Directed Objectives

Council Commentary on Council Directed Objectives

COMPETENCY REVIEW

CAO Commentary on Impact of Performance

Council Commentary on Impact of Performance

DEVELOPMENT PLAN

CAO Commentary on Development Plan Outcomes

Council Commentary on Development Plan Outcomes

SUPPORTING DOCUMENTATION

List Any Documentation or links included as a part of this package

OVERALL CAO COMMENTS

OVERALL COUNCIL COMMENTS

INCLUDED DOCUMENTATION

List any included documents here

| PERFORMANCE RATING | RATING (PICK ONE) |
|--|----------------------|
| <p>Exceptional Performance</p> <ul style="list-style-type: none"> • Significantly and consistently exceeded all or significant goals and expectation(s) • Results added value beyond the scope of the role consistently benefiting the organization and Region of Niagara • Successfully navigated higher levels of complexity; with successful delivery of desired outcomes • Demonstrated a high level of leadership with Council, peers, reports and all employees • Was seen as a model of exceptional behaviour • Consistently exhibited behaviours that exemplified the values of the organization | |
| <p>High Performance</p> <ul style="list-style-type: none"> • Exceeded or out performed some established goals and expectation(s) • Work is of above average quality in significant areas of responsibility • Demonstrated a high level of initiative to achieve Council Strategic Priorities and or Regional requirements • Demonstrated a high level of leadership with Council, peers, reports and all employees • Was seen as a model of exceptional behaviour • Consistently exhibited behaviours that exemplified the values of the organization | |
| <p>Successful Performance</p> <ul style="list-style-type: none"> • Overall consistently performed all core functions of their role as laid out in their job description and/or employment contract • Successfully met performance expectations, goals and objectives as outlined in Council Strategic Priorities and development plans • Was self-motivated and required an appropriate level of direction • Provided strong value to the organization through their output, effort and behaviours • Demonstrated an appropriate level of leadership with Council, peers, reports and all employees • Was seen as a model of exceptional behaviour • Consistently exhibited behaviours that exemplified the values of the organization | |
| <p>Needs Development</p> <ul style="list-style-type: none"> • Met some but not all of the expectations of their role as laid out in their job description • Further development is required to meet all core functions of the job • Some goals and objectives were met; may have required above average direction | |
| <p>Unsatisfactory</p> <ul style="list-style-type: none"> • Does not meet the expectations and job requirements of the role. • Improvement is needed in most aspects of the job • Did not demonstrate the competence and knowledge required to perform their job functions/duties | |

CAO

Date:

Mayor

Date:



Subject: Recommended Appointments to the Boards and Committees – Fall Recruitment Period

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2024-207

Meeting Date: November 12, 2024

Recommendation:

That the Office of the Chief Administrative Officer Report 2024-207 be received; and
That the individuals listed in Confidential Appendix A be appointed to the respective Board or Committee.

Purpose:

The purpose of this report is present Council with the recommended applicants for appointment to the following Boards and Committees:

- Economic Development Advisory Committee
 - Museum, Culture and Heritage Board
 - Port Colborne Public Library Board
-

Background:

The Clerk's Division hosted a fall recruitment period from October 15, 2024 – October 25, 2024, to fill any vacancies or expiring terms for the Boards and Committees listed above. This recruitment period was held in accordance with the City's Appointment to Boards and Committees Policy (2008). The recruitment period for the Mayor's Youth Advisory Committee (MYAC) was extended to November 1, 2024, to allow more students the opportunity to apply. A staff report recommending applicants for appointment to MYAC will be brought forward for Council's consideration on November 26, 2024.

Discussion:

Recruitment was held for the following Boards and Committees:

- Economic Development Advisory Committee
- Mayor's Youth Advisory Committee
- Museum, Culture and Heritage Board
- Port Colborne Public Library Board

An advertisement was placed in the Welland Tribune, and a digital marketing campaign ran from October 15 – 25, 2024 to alert residents of the recruitment period. The City's Communications team assisted Clerks staff by distributing the recruitment information across the City's social media pages. Paper applications were also available upon request at City Hall.

The Clerks Division received multiple applications for consideration. The applicants being recommended for appointment are listed in **Confidential Appendix A**. Should Council approve the recommended applicants, the terms for the Port Colborne Library Board and the Museum, Culture, and Heritage Board will expire on November 14, 2026, and the terms for the Economic Development Advisory Committee will expire on December 31, 2028. These terms are in accordance with the City's Appointment to Boards and Committees Policy (2008).

Internal Consultations:

The Clerk's Division consulted with the staff liaisons from the respective Boards and Committees regarding the eligible applicants to select for recommendation as listed in Confidential Appendix A.

Financial Implications:

There are no financial implications.

Public Engagement:

An Advertisement was placed in the Welland Tribune and a digital campaign ran from October 15 – 25, 2024. Information was also shared across the City's different social media pages. Recruitment for MYAC was extended until November 1, 2024, so the Communications team made social media posts to alert the public of this information. The Clerk's Division also reached out to the local high schools, Port Colborne High School and Lakeshore Catholic High School, to ask that the MYAC recruitment information be shared with their students. As previously noted, a staff report

recommending applicants for appointment to MYAC will be brought forward for Council's consideration on November 26, 2024.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
-

Conclusion:

After receiving several applications, Clerks Division staff worked with the respective staff liaisons to select the recommended applicants for appointment. The applicants being recommended for appointment are listed in Confidential Appendix A. The Clerks Division is seeking Council's approval to appoint the recommended applicants to the respective Boards and Committees.

Appendices:

- a. Confidential Appendix A

Respectfully submitted,

Jessica Beaupre
Deputy Clerk
905-228-8118

Report Approval:

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



Office of the Regional Chair | Jim Bradley

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

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-685-6243

Email: jim.bradley@niagararegion.ca

www.niagararegion.ca

October 31, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Bldg Rm 281, Queen's Park
Toronto, ON M7A 1A1

Sent by e-mail: premier@ontario.ca

RE: Made in Ontario Action Plan – Homelessness, Mental Health and Addictions Support

Dear Premier Ford,

At the October 24, 2024, meeting of Niagara Regional Council a motion was passed calling on the provincial government to appoint a responsible Ministry and Minister with the appropriate funding and powers to be a single point of contact to address the full spectrum of housing needs that include mental health, addiction, and wrap around supports.

We join with Ontario's Big City Mayors in their request to take immediate action to reduce the pressures on municipalities and shift the burden of solving this crisis. Homelessness, mental health, and addictions have reached critical levels on the streets of Ontario's cities.

Currently, the responsibilities associated with managing the complex challenges associated with homelessness are spread across multiple ministries including Municipal Affairs and Housing, Children, Community and Social Services, and the Ministry of the Attorney General (to name a few). We believe there will be numerous tangible benefits to establishing one singular ministry that is responsible for overseeing and coordinating the various issues related to homelessness, not the least of which being one member of cabinet who can effectively advocate for this pressing issue with the other members of your cabinet.

Of note, a letter the Niagara Region received from the St. Catharines Downtown Association dated August 9, 2024, made many similar recommendations to those contained in our motion. It is important to point out there appears to be strong alignment between the local businesses in one of the areas most impacted by homelessness and Regional Councillors.

If the province fully commits to solutions, and works collaboratively and quickly to implement them, communities across Ontario will recover and our cities will thrive once again.

To this end, as directed by Regional Council, I want to formally request that a collaborative process be undertaken to develop and implement an action plan, and funding, that provides municipalities with the tools and resources necessary to transition those in encampments to more appropriate supports, when deemed necessary.

The approved Niagara Region motion is attached for your review and consideration. I appreciate your prompt attention to this matter.

Sincerely,



Jim Bradley, Chair
Niagara Region

cc: The Honourable Sylvia Jones, Deputy Premier and Minister of Health
The Honourable Paul Calandra, Minister of Municipal Affairs and Housing
The Honourable Michael Parsa, Minister of Children, Community and Social Services
The Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions
Niagara's 12 Local Area Municipalities
Sam Oosterhoff, MPP, Niagara West
Jeff Burch, MPP, Niagara Centre
Wayne Gates, MPP, Niagara Falls
Jennifer (Jennie) Stevens, MPP, St. Catharines
Association of Municipalities of Ontario (AMO)
Federation of Canadian Municipalities (FCM)
Ontario's Big City Mayors (OBCM)
St. Catharines Downtown Association

JB:bn
Enclosure

Motion Respecting Endorsement of Ontario Big City Mayors’ “Solve the Crisis” Campaign

Regional Council, at its meeting held on October 24, 2024, passed the following motion:

WHEREAS an unprecedented number of Ontarians are homeless, living in encampments and other unsafe spaces, and too many are dying from addictions and mental health issues;

WHEREAS the province has provided additional funding for mental health, addictions, and homelessness programs, it does not adequately address the growing crisis and the financial and social impact on municipalities and regions across the province;

WHEREAS, together with various community partners, the Region of Niagara has been tackling this issue head on, funding various programs and spaces to find solutions;

WHEREAS despite the success of many of these programs, the crisis continues to grow and regions and municipalities need help; and

WHEREAS all of these issues fall primarily under provincial jurisdiction, and regions and municipalities should not be using the property tax base to fund these programs.

NOW THEREFORE BE IT RESOLVED:

1. That the Region of Niagara, through a letter written by the Regional Chair, **JOIN** Ontario’s Big City Mayors in calling on the Provincial Government:
 - a) To appoint a responsible Ministry and Minister with the appropriate funding and powers as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions, and wrap around supports; and
 - b) Have this Minister strike a task force with broad sector representatives including municipalities, healthcare, first responders, community services, the business community, the tourism industry and those with lived/living experience, to develop a Made in Ontario Action Plan;
 - c) To provide municipalities with the tools and resources to transition those in encampments to more appropriate supports, when deemed necessary;
 - d) To commit to funding the appropriate services these individuals need, community by community, where there are gaps in the system; and
 - e) To invest in 24/7 Community Hubs / Crisis Centres to relieve pressure on emergency centres and first responders; and

2. That the Regional Chair's letter and this motion **BE CIRCULATED** to The Honourable Doug Ford, Premier of Ontario; The Honourable Sylvia Jones, Deputy Premier and Minister of Health; The Honourable Paul Calandra, Minister of Municipal Affairs and Housing; The Honourable Michael Parsa, Minister of Children, Community and Social Services; The Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions; Niagara's 12 local area municipalities; Niagara's four MPPs; the Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM); Ontario's Big City Mayors (OBCM); and the St. Catharines Downtown Association.

October 28, 2024

CL 15-2024, October 24, 2024
BRCOTW 3-2024, October 17, 2024
CSD 44-2024, October 17, 2024

LOCAL AREA MUNICIPALITIES

SENT ELECTRONICALLY

Waste Management 2025 Operating Budget and Requisition

CSD 44-2024

Regional Council, at its meeting held on October 24, 2024, passed the following recommendation of its Budget Review Committee of the Whole:

That Report CSD 44-2024, dated October 17, 2024, respecting Waste Management 2025 Operating Budget and Requisition, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That the Waste Management Services net operating budget increase (inclusive of program changes related to staffing resources for service delivery) of \$416,952 or 0.9% **BE APPROVED**;
2. That \$350,000 **BE TRANSFERRED** from the Waste Management Stabilization Reserve in order to fund one-time costs included in the 2025 Waste Management Services operating budget;
3. That the 2025 Waste Management Services gross operating budget of \$53,029,717 and net budget of \$45,584,715 as per Appendix 1 to Report CSD 44-2024 **BE APPROVED**;
4. That the net budget amount of \$45,584,715 **BE APPORTIONED** between the local area municipalities in accordance with the methodology approved in PWA 55-2011 and outlined in Appendix 2 to Report CSD 44-2024;
5. That the necessary by-laws **BE PREPARED** and **PRESENTED** to Council for consideration; and
6. That a copy of Report CSD 44-2024 **BE CIRCULATED** to the local area municipalities.

A copy of Report CSD 44-2024 is enclosed for your reference.

Yours truly,

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

Ann-Marie Norio
Regional Clerk

:ab

CLK-C 2024-111

cc:

B. Brens, Associate Director, Budget Planning & Strategy

D. Carnegie, Acting Commissioner/ Treasurer, Corporate Services

K. Beach, Executive Assistant, Commissioner/ Treasurer, Corporate Services

Subject: Waste Management 2025 Operating Budget and Requisition

Report to: Budget Review Committee of the Whole

Report date: Thursday, October 17, 2024

Recommendations

1. That the Waste Management Services net operating budget increase (inclusive of program changes related to staffing resources for service delivery) of \$416,952 or 0.9% **BE APPROVED**;
2. That \$350,000 **BE TRANSFERRED** from the Waste Management Stabilization Reserve in order to fund one-time costs included in the 2025 Waste Management Services operating budget;
3. That the 2025 Waste Management Services gross operating budget of \$53,029,717 and net budget of \$45,584,715 as per Appendix 1 to Report CSD 44-2024 **BE APPROVED**;
4. That the net budget amount of \$45,584,715 **BE APPORTIONED** between the local area municipalities in accordance with the methodology approved in PWA 55-2011 and outlined in Appendix 2 to Report CSD 44-2024;
5. That the necessary by-laws **BE PREPARED** and **PRESENTED** to Council for consideration; and
6. That a copy of Report CSD 44-2024 **BE CIRCULATED** to the local area municipalities.

Key Facts

- The proposed Waste Management Services (WMS) net operating budget represents an overall increase of \$416,952, or 0.9% over 2024 as shown in Appendix 1 to Report CSD 44-2024.
- Key drivers to the 2025 budget include inflation, fuel pricing, increased contract pricing, people strategy support, inclusion of supplemental taxes revenue, and an updated reserve strategy.
- Approximately 80% of all services provided by WMS are being executed through external contracts, therefore the budget is subject to inflation volatility.

- Assessment growth for Niagara Region and Area Municipalities has not been finalized; however, estimated assessment growth of 1.5% is included in Appendix 2 to Report CSD 44-2024. The estimate of 1.5% for 2025 results in the net requisition decrease to be approximately 0.6% (0.9% less growth of 1.5%) with an estimated average typical annual residential decrease of \$0.32 per year.
- The net requisition amount has been allocated in accordance with the methodology approved in PWA 55-2011. The impacts by municipality in Appendix 3 to Report CSD 44-2024 are affected by the budget increase, growth in households by municipality and the enhanced services as requested and selected by each Local Area Municipality (LAM).

Financial Considerations

The gross operating expenditures are \$53.0 million, which net of revenues equates to a net requisition of \$45.6 million. This represents approximately \$0.4 million or 0.9% (0.9% for base operating and 0.0% for staffing program changes) increase over the 2024 net requisition as outlined in Appendix 1 to Report CSD 44-2024. A thorough review of operating needs and key contract assumptions has been completed which resulted in a reduction from the 2025 Budget Planning Strategy.

Table 1 – Summary of Proposed WMS Budget (in millions of dollars)

| Waste Management 2025 Budget Summary | 2024 | 2025 | Increase (%) |
|--|---------------|---------------|---------------------|
| Base Operating Expenses Net of Revenues | \$40.6 | \$41.3 | 1.7% |
| Capital Transfers (Note 1) | 4.6 | 4.6 | |
| Transfers from Reserve for One-Time Costs | - | (0.3) | |
| Base Net Budget Requisition | \$45.2 | \$45.6 | 0.9% |
| Program Changes | - | (0.0) | 0.0% |
| Total Net Budget Requisition before Assessment Growth | \$45.2 | \$45.6 | 0.9% |
| Total Net Budget Requisition after Assessment Growth | | | (0.6%) |

Note 1 – Includes the annual base budget transfers to the Landfill Liability Reserve and the Capital Reserve of \$2.4 million and \$1.8 million, respectively.

A schedule providing the budgeted revenues and expenditures for 2024 and 2025 by type of expenditure is included as Appendix 1 to Report CSD 44-2024.

A contributing factor of the budget increase is inflation of the Consumer Price Index (“CPI”) and diesel fuel prices, both of which are components of the cost escalations of contracts administered by WMS. Another contributing factor to the budget increase relates to tenders awarded for operating contracts where increases have a direct impact on WMS operating budget. Further details are outlined in the Analysis section under Base Budget Increases, Pressures and Mitigations.

Through this budget process, staff updated the reserve strategy (last updated in 2018) considering the 2021 Asset Management Plan and updated capital data available on post closure costs of landfills. In late 2023, accounting standards changed to require the Asset Retirement Obligation (ARO) for the landfills to consider the full contaminating lifespans of the landfills instead of being capped at 40 years. As a result, post closure cost estimates were updated for the full post closure contaminating lifespan instead of a rolling 40 years and assumptions refreshed. Staff updated the financial funding model based on this newly available information with the goal of establishing a consistent annual contribution to reserve that would meet the post closure landfill needs over the landfill’s lifespan. This approach ensures the post closure landfill needs can be met while prioritizing annual stability of taxes to the ratepayers. The updated strategy supports the existing annual contribution of \$2.8 million to the Landfill Liability Reserve and aligns with the Average Annual Renewal Investment (AARI) concept for capital reserve needs.

Analysis

Base Budget Increases, Pressures and Mitigations

The 2025 operating and multi-year budgets are impacted by a number of operational challenges such as the EPR transition ending in 2025 and external factors, such as escalating fuel prices, CPI rates, and contracted services.

Approximately 80% of the operating-related costs are in the form of outsourced costs and are subject to contract escalations and conditions. The remaining operating-related costs are associated with program-related purchases, budgeted repairs and maintenance, utilities, labour related costs, program support, consulting, and other administration costs. Of the budgeted operating-related expenditures, approximately 3.0% are considered discretionary.

The pressures in operations that contribute to the operating increases are:

- \$0.2 million net increase in contract costs for organics processing, drop-off depots, household hazardous waste, and collections
- \$0.2 million increase in Niagara Road 12 landfill operations services due to award of a tendered contract approved by Regional Council through PW 21-2024
- \$0.2 million increase in labour related costs to support the people strategy
- \$0.2 million increase in corporate support costs
- \$0.2 million net increase in consulting costs to prepare for future collection contract
- \$0.2 million increase in leachate processing costs due to internal rate increases

The pressures noted above have been partially offset by favourable variances which are comprised of the following:

- \$0.7 million net reduction due to inclusion of supplemental taxes revenue
- \$0.1 million net increase in user fees

Program Changes

Included in the above base budget details are the program change requests to support staffing resources for service delivery outlined below. The net financial impact of these changes is fully offsetting and does not contribute to any budget increase. Business cases for these changes can be found in Appendix 5 to Report CSD 44-2024.

- Capital Coordinator required to support GIS database, asset management program, project deliverables, operational support for 12 closed and 2 open landfill sites - this represents an increase of 1 permanent full-time equivalent (FTE) funded 50% by capital.
- Waste Exemptions Representative required permanently to address the sharply increasing volume of waste exemptions applications (e.g. diapers, medical) that continue to grow annually – this represents an increase of 0.7 permanent FTE and decrease of 0.7 temporary FTE resulting in no net overall impact.
- Internal Allocations reduction from customer service division as a result of one less staffing resource required in the call center due to lower call volumes with the elimination of the blue/grey box program.

One-Time Expenditures

The 2025 Waste Management Services operating budget includes \$0.3 million for a one-time consulting engagement to conduct household waste composition studies which are essential for obtaining accurate data on the types and quantities of waste (garbage and green bin organics) being generated to enable informed decision-making regarding waste diversion strategies, program improvements, and the development of new initiatives. This will be funded by the Waste Management Stabilization Reserve and therefore has no overall impact on the proposed 2025 Waste Management Services net requisition for this one-time expenditure.

Reserve Strategy and Forecast

For 2025, the budget recommends maintaining the annual base budget transfers to the Landfill Liability Reserve and Capital Reserve in the amount of \$2.8 million and \$1.8 million, respectively. With the change to ARO and the updated Landfill Liability Reserve strategy, this reserve is now funded to align with the AARI over the contaminating lifespan of each landfill. The Capital Reserve remains funded to align with the 2021 Asset Management Plan with a 10-year AARI strategy.

As part of Niagara Region's Reserve and Reserve Funds Policy (C-F-013), minimum and maximum funding targets have been established for reserves. For stabilization reserves, such as the Waste Management Stabilization Reserve, the funding target is 10% to 15% of operating expenditures not including debt repayments. Based on the forecasted balance at the end of 2024 of \$8.9 million, the reserve balance will be deemed to be adequately funded based on 2024 operating expenditures.

Appendix 4 to Report CSD 44-2024 shows the forecasted Waste Management Reserve balances.

2025 Waste Management Requisition

The net requisition amount will be allocated to the LAMs in accordance with the methodology approved in PWA 55-2011. As such, base WMS costs will be apportioned based on the 2023 percentage of residential units in each municipality, with the enhanced collection of services and associated disposal costs to be apportioned to the requesting municipalities.

The year-over-year increase in requisition amount by municipality before assessment growth equates to a range of a 0.3% decrease to a 2.4% increase with an average

increase of 0.9% as outlined in Appendix 2 to CSD 44-2024. The net requisition change by municipality after the 1.5% forecasted assessment growth (as of October 3, 2024) equates to a range of a 1.6% decrease to a 1.4% increase with an average decrease of 0.6% as outlined in Appendix 2 to CSD 44-2024. The range is the result of the difference in household growth between LAMs as well as net assessment growth. The WMS levy is collected as a special levy with the Region establishing the tax rates for each municipality (with the exception of Niagara-on-the-Lake).

Appendix 3 to Report CSD 44-2024 provides the impacts of the WMS requisition for 2025 in comparison to 2024 on a cost per typical residential unit basis by area municipality. The 0.6% decrease on the budget net of assessment growth of 1.5% will impact the average annual residential property from a decrease of \$3.00 to an increase of \$2.85 depending on the municipality (average decrease of \$0.32 per year).

Multi-Year Forecast

2025 will be the second of the two years representing the transition period of the extended producer responsibility (EPR) which ends on December 31, 2025. The multi-year forecast to 2027 reflects this impact along with inflation, contract pressures, people strategy, and updated reserve strategies. The forecast reflects annual increases of 5.2% for 2026 and 2.8% for 2027. There are many assumptions and unknowns included in these forecasts, and staff will re-evaluate the long-term budget and reserve strategies with the budget cycle each year. Reports will be brought forward in Q4 2024 to the Public Works Committee and Council for consideration and deliberation as to whether recycling collection from non-eligible sources should continue following the end of the transition period. Financial impacts of this decision will be considered for the 2026 WMS operating budget as part of the annual budgeting process.

The key assumptions affecting the multi-year forecast are as follows:

- 2026
 - Reduced funding of \$0.6 million from Circular Materials Ontario (“CMO”) due to the end of EPR transition period
 - Increased pressures of \$0.7 million for inflation and fuel prices on the collection contract
 - Increased landfill operations contracted service pressures of \$0.5 million
 - Continued investment in the People Strategy of \$0.3 million

- 2027
 - Increased pressures of \$0.7 million for inflation and fuel prices on the collection contract
 - Continued investment in the People Strategy of \$0.2 million

Risk and Opportunities

The proposed budget, like any other budget, has a number of risk and opportunities. However, due to the EPR transition changes, the risks to post 2025 transition have yet to be estimated in the multi-year and will be based on future Council direction. The most significant risk to 2025 is the inflationary pressure of the collection contract, as well as several other contracts managed by WMS containing annual contract cost adjustments related to fuel prices and CPI. If these factors exceed the forecasted amounts, this could result in variances to the proposed budget. However, the adequately funded stabilization reserve would help address any variances that may occur.

Alternatives Reviewed

None.

Relationship to Council Strategic Priorities

The 2025 Waste Management Services proposed budget aligns with Niagara Region's 2023 – 2026 Council Strategic Priorities supporting an Effective Region, a Green and Resilient Region, and an Equitable Region.

Other Pertinent Reports

PWA 55-2011 Waste Management Services Financing Study
(Please contact the Niagara Region if a copy is required)

[PWC-C 24-2021 – Residential Blue Box Program – Final Producer Responsibility Regulation](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=9aa51b17-536f-4a78-a67f-8d4065f60dd1&Agenda=Agenda&lang=English>)

Confidential PW 37-2023 Recycling Collection from Non-Eligible Sources under Blue V Box Regulation (O.Reg 391/21)

[PW 21-2024 – Niagara Road 12 Landfill Site Operations Contract](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=bb190b0b-08e1-49d3-8ff8-b3c82ae14fe6&Agenda=Merged&lang=English>)

[CSD 29-2024 - 2025 Budget Strategy](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=5ea2c44e-e03a-4ef1-91b8-f5f6a188db45&Agenda=Agenda&lang=English>)

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Appendices

- Appendix 1 2025 Waste Management Schedule of Revenues and Expenditures by Object of Expenditure
- Appendix 2 Proposed 2025 Requisition by Municipality
- Appendix 3 2025 Waste Management Requisition for Typical Residential Property by Municipality
- Appendix 4 2024 to 2027 Forecasted Waste Management Reserve Balances
- Appendix 5 2025 Waste Management Services Operating Business Cases

2025 Waste Management Schedule of Revenues and Expenditures by Object of Expenditure

| Object of Expenditure | 2024 WMS Budget Total (\$) | 2025 WMS Budget Base (\$) | 2025 WMS Budget One Time (\$) | 2025 WMS Budget Growth/New Programs (\$) | 2025 WMS Budget Total (\$) | Total Variance (\$) | Total Variance (%) | Notes |
|---|----------------------------|---------------------------|-------------------------------|--|----------------------------|---------------------|--------------------|-------|
| Labour Related Costs | 4,314,865 | 4,485,849 | 0 | 56,130 | 4,541,979 | 227,114 | 5.26% | (1) |
| Administrative | 1,043,566 | 1,155,895 | 350,000 | 0 | 1,505,895 | 462,329 | 44.30% | (2) |
| Operational & Supply | 37,810,488 | 38,228,895 | 0 | 0 | 38,228,895 | 418,407 | 1.11% | (3) |
| Occupancy & Infrastructure | 1,038,272 | 1,133,800 | 0 | 0 | 1,133,800 | 95,528 | 9.20% | |
| Equipment, Vehicles, Technology | 349,731 | 354,680 | 0 | 0 | 354,680 | 4,948 | 1.41% | |
| Partnership, Rebate, Exemption | 238,619 | 235,263 | 0 | 0 | 235,263 | (3,356) | -1.41% | |
| Financial Expenditures | 0 | 153,692 | 0 | 0 | 153,692 | 153,692 | 0.00% | (4) |
| Transfers To Funds | 4,581,105 | 4,602,930 | 0 | 0 | 4,602,930 | 21,825 | 0.48% | |
| Allocation Between Departments | 437,590 | 485,117 | 0 | (73,927) | 411,190 | (26,399) | -6.03% | |
| A_60260AC Allocation Within Departments | | | | | | | | |
| Gross Expenditure Subtotal | 49,814,236 | 50,836,121 | 350,000 | (17,797) | 51,168,324 | 1,354,088 | 2.72% | |
| Taxation | (45,167,763) | (46,416,394) | 0 | 26 | (46,416,368) | (1,248,605) | 2.76% | (4) |
| By-Law Charges and Sales | (5,366,048) | (5,370,931) | 0 | 0 | (5,370,931) | (4,883) | 0.09% | |
| Other Revenue | (1,000,561) | (892,418) | 0 | 0 | (892,418) | 108,143 | -10.81% | |
| Transfer from Funds | 0 | 0 | (350,000) | 0 | (350,000) | (350,000) | 0.00% | (2) |
| Gross Revenue Subtotal | (51,534,372) | (52,679,743) | (350,000) | 26 | (53,029,717) | (1,495,344) | 2.90% | |
| Net revenue before indirect allocations | (1,720,137) | (1,843,622) | 0 | (17,771) | (1,861,393) | (141,256) | 8.21% | |
| Indirect Allocations | 1,720,137 | 1,843,622 | 0 | 17,771 | 1,861,393 | 141,256 | 8.21% | |
| Capital Financing Allocation | 0 | 0 | | | | 0 | #DIV/0! | |
| Allocation Subtotal | 1,720,136 | 1,843,622 | | | | 141,256 | 8.21% | |
| Net revenue after indirect allocations | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% | |

| | | | | | | | |
|-----------------|------|------|-----|-------|------|-------|-----|
| FTE - Permanent | 34.0 | 34.0 | 0.0 | 1.7 | 35.7 | 1.7 | (1) |
| FTE - Temporary | 0.7 | 0.7 | 0.0 | (0.7) | 0.0 | (0.7) | (1) |
| FTE - Total | 34.7 | 34.7 | 0.0 | 1.0 | 35.7 | 1.0 | |
| Student | 11.7 | 11.7 | 0.0 | 0.0 | 11.7 | 0.0 | |

(1) Increase is due to base annual increases to support the people strategy and program change requests related to support staffing resources for service delivery (addition of Capital Coordinator funded 50% by capital and Waste Exemption Representative required permanently when previously temporary).

(2) Increase is primarily due to a one-time consulting engagement to conduct household waste composition studies which are essential for obtaining accurate data on types and quantities of waste being generated to enable informed decision-making regarding waste strategies. This one-time cost is fully offset by the increase in Transfer from Funds as it will be funded by the Waste Management Stabilization Reserve. The additional increase is due to consulting studies to prepare for the future collection contract.

(3) Increase is largely driven by increases in contract costs for landfill operations, drop-off depots, household hazardous waste, and collection services as well as increases to internal leachate processing costs.

(4) Increase in Financial Expenditures is due to budgeting for Waste Management's portion of tax write-offs which is fully offset by the budget for Waste Management's portion of supplemental taxes revenue included in Taxation of \$831,653 for a total net requisition reduction of \$677,961. The remaining increase in Taxation of \$416,952 equates to the increase in the total net requisition.

Proposed 2025 Requisition by Municipality

| Municipality | 2024 Requisition (\$000) | 2025 Proposed Requisition (\$000) | 2024 vs 2025 Increase/(Decrease) (\$000) | 2024 vs 2025 Increase/(Decrease) (%) | Taxable Assessment Growth (%) (Note 1) | Net Increase/(Decrease) (%) |
|---------------------|--------------------------|-----------------------------------|--|--------------------------------------|--|-----------------------------|
| Fort Erie | \$ 3,415 | \$ 3,435 | \$ 20 | 0.6% | -1.4% | -0.8% |
| Grimsby | \$ 2,498 | \$ 2,542 | \$ 44 | 1.7% | -0.3% | 1.4% |
| Lincoln | \$ 2,224 | \$ 2,238 | \$ 14 | 0.6% | -0.2% | 0.4% |
| Niagara Falls | \$ 8,814 | \$ 9,024 | \$ 211 | 2.4% | -1.0% | 1.4% |
| Niagara-on-the-Lake | \$ 1,963 | \$ 1,959 | \$ (4) | -0.2% | -0.7% | -0.9% |
| Pelham | \$ 1,589 | \$ 1,608 | \$ 19 | 1.2% | -1.1% | 0.1% |
| Port Colborne | \$ 2,194 | \$ 2,187 | \$ (7) | -0.3% | -1.3% | -1.6% |
| St. Catharines | \$ 13,423 | \$ 13,431 | \$ 8 | 0.1% | -0.9% | -0.8% |
| Thorold | \$ 2,177 | \$ 2,229 | \$ 52 | 2.4% | -3.3% | -0.9% |
| Wainfleet | \$ 668 | \$ 668 | \$ (0) | 0.0% | -0.1% | -0.1% |
| Welland | \$ 5,062 | \$ 5,121 | \$ 59 | 1.2% | -2.0% | -0.8% |
| West Lincoln | \$ 1,142 | \$ 1,144 | \$ 2 | 0.2% | -0.4% | -0.2% |
| Total | \$ 45,168 | \$ 45,585 | \$ 417 | 0.9% | -1.5% | -0.6% |

Note 1 - Total taxable assessment growth percentage of 1.50% represents Niagara estimated growth for 2024 as of October 3, 2024.

Change in Residential Units - 2025 Budget over 2024 Budget

| Municipality | Residential Units 2024 Budget | Residential Units 2025 Budget | Increase | Increase (%) |
|---------------------|----------------------------------|----------------------------------|------------|--------------|
| Fort Erie | 16,545 | 16,690 | 145 | 0.9% |
| Grimsby | 11,969 | 12,205 | 236 | 2.0% |
| Lincoln | 10,592 | 10,618 | 26 | 0.2% |
| Niagara Falls | 40,200 | 40,379 | 179 | 0.4% |
| Niagara-on-the-Lake | 9,132 | 9,057 | (75) | -0.8% |
| Pelham | 7,535 | 7,657 | 122 | 1.6% |
| Port Colborne | 10,450 | 10,452 | 2 | 0.0% |
| St. Catharines | 62,244 | 61,639 | (605) | -1.0% |
| Thorold | 10,293 | 10,549 | 256 | 2.5% |
| Wainfleet | 3,256 | 3,269 | 13 | 0.4% |
| Welland | 24,645 | 24,918 | 273 | 1.1% |
| West Lincoln | 5,680 | 5,704 | 24 | 0.4% |
| Total | 212,541 | 213,137 | 596 | 0.3% |

Source: Municipal Property Assessment Corporation (MPAC)

Estimated 2025 Requisition For Typical Residential Property by Municipality

| Municipality | 2024 Final CVA (Note 1) | 2024 Final WM Tax Rate | 2024 Final WM Taxes | 2025 Draft CVA (Note 1) | 2025 Draft WM Tax Rate (Note 2) | Estimated 2025 WM Taxes | Annual Increase/ (Decrease) (\$) | Annual Increase/ (Decrease) (%) | Net Monthly Increase/ (Decrease) (\$) |
|------------------------------|-------------------------|------------------------|---------------------|-------------------------|---------------------------------|-------------------------|----------------------------------|---------------------------------|---------------------------------------|
| Fort Erie | 234,434 | 0.00073584 | \$ 172.51 | 234,434 | 0.00073023 | \$ 171.19 | \$ (1.32) | -0.8% | \$ (0.11) |
| Grimsby | 449,251 | 0.00045422 | \$ 204.06 | 449,251 | 0.00046057 | \$ 206.91 | \$ 2.85 | 1.4% | \$ 0.24 |
| Lincoln | 403,747 | 0.00049480 | \$ 199.77 | 403,747 | 0.00049658 | \$ 200.49 | \$ 0.72 | 0.4% | \$ 0.06 |
| Niagara Falls | 283,758 | 0.00058209 | \$ 165.17 | 283,758 | 0.00059003 | \$ 167.43 | \$ 2.25 | 1.4% | \$ 0.19 |
| Niagara-on-the-Lake (Note 3) | | | | | | | | | |
| Pelham | 400,278 | 0.00050702 | \$ 202.95 | 400,278 | 0.00050763 | \$ 203.19 | \$ 0.24 | 0.1% | \$ 0.02 |
| Port Colborne | 200,914 | 0.00095517 | \$ 191.91 | 200,914 | 0.00094025 | \$ 188.91 | \$ (3.00) | -1.6% | \$ (0.25) |
| St. Catharines | 273,999 | 0.00073812 | \$ 202.24 | 273,999 | 0.00073196 | \$ 200.56 | \$ (1.69) | -0.8% | \$ (0.14) |
| Thorold | 279,950 | 0.00063876 | \$ 178.82 | 279,950 | 0.00063349 | \$ 177.35 | \$ (1.48) | -0.8% | \$ (0.12) |
| Wainfleet | 318,887 | 0.00061294 | \$ 195.46 | 318,887 | 0.00061218 | \$ 195.22 | \$ (0.24) | -0.1% | \$ (0.02) |
| Welland | 229,501 | 0.00082338 | \$ 188.97 | 229,501 | 0.00081686 | \$ 187.47 | \$ (1.50) | -0.8% | \$ (0.12) |
| West Lincoln | 385,958 | 0.00049959 | \$ 192.82 | 385,958 | 0.00049849 | \$ 192.40 | \$ (0.42) | -0.2% | \$ (0.04) |

Notes

Note 1 - 2024 and 2025 average CVA for typical household based on average value from 2024 tax policy study.

Note 2 - 2025 draft WM rates based on 2024 tax policy (except discount factors), 2025 draft requisition amounts and 2024 estimated returned roll assessment values.

Note 3 - NOTL charge to residents based on fixed household amount as calculated by NOTL and therefore not included in this analysis.

Forecasted Waste Management Reserve Balances
(in thousands of dollars)

| Waste Management Stabilization Reserve | 2024 | 2025 | 2026 | 2027 |
|---|-----------------|-----------------|-----------------|-----------------|
| Opening Balance | \$ 7,562 | \$ 8,910 | \$ 8,738 | \$ 8,913 |
| Interest Allocation | 189 | 178 | 175 | 178 |
| Forecasted Year-End Surplus Transfe | 1,159 | - | - | - |
| One-Time Costs Funded from Reserve (Note 1) | - | (350) | - | - |
| Closing Balance (Note 2) | \$ 8,910 | \$ 8,738 | \$ 8,913 | \$ 9,092 |

Funding Targets (Note 3)

| | | | | |
|------------------------|----------|----------|----------|----------|
| Minimum Funding Target | \$ 4,690 | \$ 4,837 | \$ 4,996 | \$ 5,146 |
| Maximum Funding Target | \$ 7,035 | \$ 7,256 | \$ 7,494 | \$ 7,719 |

| Waste Management Capital Reserve | 2024 | 2025 | 2026 | 2027 |
|---|------------------|------------------|------------------|------------------|
| Opening Balance | \$ 24,577 | \$ 24,911 | \$ 25,659 | \$ 27,040 |
| Interest Allocation | 439 | 498 | 513 | 541 |
| Base Operating Budget Transfer to Reserve | 1,779 | 1,779 | 1,779 | 1,779 |
| Capital Budget Transfer from Reserve (Note 4) | (1,883) | (1,530) | (911) | (8,012) |
| Closing Balance | \$ 24,911 | \$ 25,659 | \$ 27,040 | \$ 21,348 |

Funding Target

Adequately funded in alignment with 2021 Asset Management Plan

| Landfill Liability Reserve | 2024 | 2025 | 2026 | 2027 |
|---|-----------------|-----------------|-----------------|------------------|
| Opening Balance | \$ 5,398 | \$ 3,908 | \$ 5,370 | \$ 8,302 |
| Interest Allocation | 108 | 78 | 107 | 166 |
| Base Operating Budget Transfer to Reserve | 2,802 | 2,824 | 2,824 | 2,824 |
| Capital Budget Transfer from Reserve (Note 4) | (4,400) | (1,440) | - | (800) |
| Closing Balance | \$ 3,908 | \$ 5,370 | \$ 8,302 | \$ 10,492 |

Funding Target

Adequately funded in Alignment with Average Annual Renewal Investment over the contaminating lifespan of each landfill

Note 1 - 2025 one-time consulting engagement to conduct household waste composition studies which are essential for obtaining accurate data on the types and quantities of waste being generated to enable informed decision-making regarding waste diversion strategies, program improvements, and the development of new initiatives.

Note 2 - 2024 forecasted balance will be impacted by any surplus/deficit relating to 2024 operations. Any surplus/(deficit) will be recommended to be transferred to/(from) the Waste Management Stabilization Reserve as part of the 2024 Year End Results and Transfer Report to be presented to Corporate Services Committee in Q1 2025.

Note 3 - As per Niagara Region's Reserve and Reserve Funds Policy (C-F-013), the funding target for the Waste Management Stabilization Reserve is 10% to 15% of operating expenditures not including debt repayments.

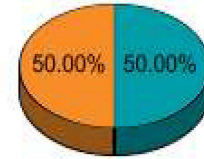
Note 4 - Budgeted transfer from reserve represents transfers out of the Waste Management Capital Reserve in order to fund capital projects.

BC003 - Growth / New Programs - Waste Exemptions Representative

CSD 44 2024
Appendix 5

FTE Scenario Temp To Perm
Department Waste Management Services
Committee Report #
Case Start Date 1/1/25

Effective Region Equitable Region
Green Resilient Region Prosperous Region



Alignment to Council Strategic Priorities

This business case supports Council's 'Equitable Region' and 'Effective Region' strategic priorities by ensuring the Region is inclusive and free of discrimination to those residents requiring collection of additional garbage based on reasonable eligibility criteria; and ensuring that delivered services reflect the needs of residents in an effective manner.

Description

A temporary part-time (0.7 FTE) Waste Exemptions Representative ("WER") for a two-year contract period ending March, 2025, is currently in place. Reporting to the Waste Management Collection & Diversion Program Manager, this role is responsible for supporting the Waste Management Services division with the administration, operating, processing and maintenance of the Region's waste exemption programs. This includes processing requests and renewals for the collection contract including diaper exemptions; medical waste exemptions; daycare exemptions; group home medical waste exemptions and set-out service exemptions. Further, the WER also maintains the garbage tag program for residents and Niagara Region's retail partners.

Business Reasons

Waste Exemptions:

The demand for waste exemptions which are subject to specific eligibility criteria has substantially increased with the start of every-other-week garbage collection in Oct. 2020.

Prior to the curbside service level changes in 2020, the processing and renewal of waste exemptions were handled by multiple staff over the work-from-home COVID-19 period. As a result of a sharp increase in the volume of applications received after the service level changes, a temporary part time role was approved to handle the workload.

In 2019 and 2020, 1,054 and 4,462 waste exemption applications were processed and/or renewed respectively, which represents a 323% increase in workload. The waste exemption program covers various forms of bag limit exemptions and currently includes over 250 special set out service exemptions.

The number of waste exemption applications received has continued to increase. Between Jan. and Apr. 2024, 1,838 applications have been processed and waste exemption applications and renewals are expected to exceed 5,500 by year end which represents a 423% increase from 2019.

Risk Assessment Description: Priority

The various forms of waste exemption and sale of garbage tags are Council approved initiatives and something that eligible/qualified households with the region have become accustomed to, therefore this dedicated role for processing waste exemptions will continue to be a necessity.

The increased volume of work related to waste exemption processing and renewal, and garbage tag sales has increased significantly since 2019. Exemption services have become increasingly important to Niagara region residents. A reduction in the operational and administrative need to support this work is not expected thus supporting the need for the current temporary part-time position to become a permanent part-time position.

Without a dedicated role to perform this work, the related activities will need to be added to other staff's existing duties. Processing backlogs will arise adversely impacting current level of service and difficulties in managing overall workload which can lead to difficulties for staff in completing their primary duties, a back log of overdue work and will adversely impact team morale. Further, it will result in a loss of the routine maintenance and upkeep of these programs, leading to complaints from the public, or the potential for the illegal dumping of the material.

BC003 - Growth / New Programs - Waste Exemptions Representative

CSD 44 2024
Appendix 5

Financial and Staffing Impacts

| Category of Expenditure | 2025 | 2026 | 2027 |
|---------------------------------|-------------|-------------|-------------|
| Labour Related Costs | - | - | - |
| Administrative | - | - | - |
| Operational & Supply | - | - | - |
| Occupancy & Infrastructure | - | - | - |
| Equipment | - | - | - |
| Partnership, Rebate & Exemption | - | - | - |
| Community Assistance | - | - | - |
| Financial Expenditures | - | - | - |
| Transfer To Reserve | - | - | - |
| Gross Expenditure | - | - | - |
| Other Revenue | - | - | - |
| Federal & Provincial Grants | - | - | - |
| By-Law Charges & Sales | - | - | - |
| Transfers From Reserves | - | - | - |
| Gross Revenue | - | - | - |
| Net Tax Levy Impact | - | - | - |
| Permanent FTEs | 1 | - | - |
| Temporary FTEs | (1) | - | - |
| Net FTEs | - | - | - |

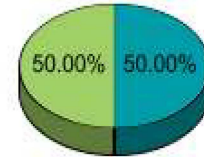
Prepared By: Lucy McGovern
Position: Program Manager, Waste Collection & Diversion

Reviewed By: Andrea Wheaton
Position: Program Financial Specialist

Approved By: Terry Ricketts
Position: Commissioner, Public Works

FTE Scenario New FTE
Department Waste Management Services
Committee Report #
Case Start Date 1/1/25

Effective Region Equitable Region
Green Resilient Region Prosperous Region



Alignment to Council Strategic Priorities

This business case supports Council's strategic priorities of being an 'Effective Region' and 'Green Resilient and Region' by ensuring that the Region strives and implements continuous improvement to Waste Management services and programs. Additionally, it ensures that Waste Management infrastructure is in a good state of repair to maintain resilience to the impacts of climate change, meets customer requirements and remains in complies with relevant regulations.

Description

Reporting to the Waste Management Project Manager, the Project Coordinator ("Coordinator") will be responsible for assisting in various day-to-day activities associated with managing capital projects and supporting waste disposal operations. The Coordinator's time will be evenly divided between capital projects and operations and will include the following responsibilities and tasks:

- Maintenance of the GIS asset management database.
- Assist with budgeting, financial processes and other documentation.
- Coordination of project schedule and managing resources to execute project deliverables.
- Responsible for project financial and administrative support, and project specific communication and collaboration.
- Contract Management – supporting Operations to enhance oversight and ensure contractual obligations are met e.g. administration of operating contract database.
- Due Diligence – coordinate due diligence items such as SOPs and Workplace Health and Safety (H&S) management systems.
- Administration of Waste Disposal Operations Workplace Health and Safety Program. Leads operational health and safety initiatives.
- Develops, implements, maintains and updates Standard Operating Procedures (SOPs) as required.
- Manages Tier 3 projects throughout the lifecycle: including initiation, planning, Environmental Assessment, design, construction, commissioning, and close-out.

The Project Coordinator role would be allocated 50% to capital projects and 50% to the operating budget.

Business Reasons

The business reasons for Project Coordinator are as follows:

- Capacity
- GIS/Technology – since 2023 the Waste Management Division has been required to implement and maintain a robust GIS system to track assets; current staff have limited capacity to manage the GIS database, which would be a critical function of the Coordinator.
- Asset Management Office (AMO) – the introduction of a comprehensive corporate asset management program in 2019 / 2020 has significantly added to the workload of the Project Manager. It is estimated that the Project Manager will be required to dedicate approximately 200–250 hours annually (15% of their overall annual work hours) to complete related asset management work. There are on-going long-term deliverables that the Coordinator position would support.
- Projects – Waste Management has one dedicated Project Manager that manages the majority of capital projects, especially projects of a greater complexity and/or value. In 2025, the Project Manager will have 19 active projects that are a mix of tier 2 and 3 projects. As per the Region's Project Management Toolkit, there should be 2 project managers for the number and tier currently being completed by the Project Manager. The addition of the Coordinator will assist the Project Manager to ensure that projects are completed within set timelines and required specifications.
- Site Customers – the number of customers visiting the Region's Residential Drop-off Depots and landfills has increased from 259,000 in 2020 to 324,000 in 2023. The Operations team requires support to assist with the ever-increasing use of the facilities.

Risk Assessment Description: Priority

The potential risks of not having a full-time Project Coordinator include:

- Annual Capital Program – the ability to effectively and efficiently complete the capital program may be compromised
 - o Currently limited to one Project Manager undertaking capital projects which potentially impacts the ability to react to urgent or emergency situations e.g. high voltage line repair
 - o No contingency within capital program e.g. in 2024 hired third party assistance to provide support for an on-going capital project due to workload
- Compliance – potentially lead to issues with both contractual and regulatory compliance
 - o E.g. ensuring corporate H&S policies and regulatory requirements are being met, conduct inspections / monitoring of contracted staff, etc.
- Schedule / Staff Support – project schedules may not be met e.g. capital projects, AMO deliverables, support and workload challenges, etc.
- Capacity – managing the GIS database would be impacted since there is limited capacity within the current Disposal team
 - o There is a developed GIS database however staff resources are required to maintain the database in order to manage assets, provide related deliverables to the AMO and assist with future capital planning
- Lowered Customer Service – inefficiencies and quality issues may result in delays and reduced service quality, negatively impacting customer satisfaction
 - o E.g. will support a good state of repair of sites that the public uses e.g. drop-off depots, naturalization sites

BC004 - Growth / New Programs - Waste Management Capital Coordinator

Financial and Staffing Impacts

CSD 44 2024
Appendix 5

| Category of Expenditure | 2025 | 2026 | 2027 |
|---------------------------------|---------------|---------------|---------------|
| Labour Related Costs | 56,130 | 59,549 | 62,455 |
| Administrative | - | - | - |
| Operational & Supply | - | - | - |
| Occupancy & Infrastructure | - | - | - |
| Equipment | - | - | - |
| Partnership, Rebate & Exemption | - | - | - |
| Community Assistance | - | - | - |
| Financial Expenditures | - | - | - |
| Transfer To Reserve | - | - | - |
| Gross Expenditure | 56,130 | 59,549 | 62,455 |
| Other Revenue | - | - | - |
| Federal & Provincial Grants | - | - | - |
| By-Law Charges & Sales | - | - | - |
| Transfers From Reserves | - | - | - |
| Gross Revenue | - | - | - |
| Net Tax Levy Impact | 56,130 | 59,549 | 62,455 |
| Permanent FTEs | 1 | 1 | 1 |
| Temporary FTEs | - | - | - |
| Net FTEs | 1 | 1 | 1 |

Prepared By: Emil Prpic
Position: Associate Director, Waste Disposal Operations & Engineering

Reviewed By: Mackenzie Glenney
Position: Program Financial Specialist

Approved By: Terry Ricketts
Position: Commissioner, Public Works

Memo

To: Ruchi Parkash, Municipal Finance Policy Branch
From: Town of Grimsby
Date: **October 16, 2024**
Re: **Town of Grimsby Comments on Pay on Demand Surety Bond Regulation Proposal (ERO 019-9198)**

On September 16th, 2024, the Province released an Environmental Registry of Ontario (ERO) posting seeking feedback on the development of the regulation to address the yet un-proclaimed section (S. 70.3.1) of the Planning Act respecting surety bonds. The ERO provided a 30-day comment period, with a deadline for comments on October 16, 2024.

At the October 3rd meeting of [Finance Committee](#) a Notice of Motion was put forward and approved for staff to prepare comments on the ERO regarding surety bonds, and the Notice was further approved at [Council](#) on October 7th. A copy of the motion has also been appended to this memo.

Accordingly, the Town of Grimsby respectfully provides the following comments and questions on the ERO for consideration:


1. The ERO speaks to a wider acceptance of surety bonds as a targeted step to support the increase of housing. It also states: *The Minister may prescribe the instruments that landowners and other applicants can choose from as well as the circumstances in which the authority can be exercised.*
 - a) What are those circumstances being considered?
 - b) If the focus is only on housing, will commercial and industrial operations be excluded?
 - c) Similarly, will mixed-use facilities be excluded?
 - d) Will a municipality have the right to deny certain surety bonds should a developer or insurance company have a history of default?

2. The regulation requires credit ratings of insurers.
 - a) What happens if one of the insurers loses their credit rating during the time of the surety bond and is unable to pay?
 - b) While banks have more stringent regulations, will there be further risk management tools considered regarding insurance companies who offer pay on demand surety bonds?
 - c) Will there be language in the regulation to protect municipalities?

- d) Given that these bonds can be held for a significant period of time, how will the Province ensure those funds might be available for the long-term?
 - e) Is there a requirement that the insurance company hold funds for potential claims by a municipality, especially if a natural disaster or some other catastrophe happens?
 - f) What if a cancellation notice is received and no other insurance company can be found, and it defaults to the original who no longer has funds available?
3. The surety bonds agreements are between three parties, the insurance company, municipality, and developer.
- a) What if the developer meets financial challenges and defaults on their obligations with the municipality and insurance company?
 - b) How would the situation be resolved?
 - c) Does this have an impact to the surety bond and the municipality's ability to draw on it should works be incomplete?
 - d) What would happen if a developer sold their interest in the project mid-project?
 - e) Will there be standardized language in the agreements protecting municipalities should this occur?
 - f) Would the new developer be required to attain a new surety bond?
 - g) What if the developer or insurance company has defaulted in the past?
4. The proposal outlines that the municipality, in its sole discretion, can demand payment if the developer is in default.
- a) Will the Province be providing standardized language with respect to the agreements that assures municipalities that there are not lengthy or difficult processes to gain those funds?
 - b) Will there be a dispute mechanism provided should the agreement be unclear, alternative language is used, or the insurance company refuses to pay?
5. The government assumes that the cost to municipalities would be approximately \$1,400.
- a) Some municipalities do not have legal counsel internally for their operations, especially smaller municipalities.
 - b) The requirement to follow this will require ongoing legal support to not only build the materials from insurance companies and developers, but also when payment is required for a default, proving to the insurance company that a default has occurred, and if the insurance company tries to pull out of the arrangement.
 - c) Further, should legal recourse have to be sought for payment, that will also have a cost. This can lead to significant costs for smaller municipalities that have not been considered.

Thank you for considering these comments and questions. The Town looks forward to working with the Province to ensure that the risk to municipalities is limited with respect to surety bonds, while also achieving our shared housing goals.

Respectfully,


Brandon Wartman, CET, CMMII
Director of Public Works



Notice of Motion

INTRODUCTION DATE: Thursday October 3, 2024
SUBJECT: Pay-on-Demand Surety Bonds
REQUESTED BY: Councillor Davoli
SECONDED BY: Councillor Vardy

Whereas the Ministry of Municipal Affairs and Housing has introduced a proposal which would create a new regulation under the Planning Act that would enable developers to use of pay-on-demand surety bonds to secure land-use planning obligations under Section 70.3.1 of the Planning Act.

Whereas municipalities need an effective method to ensure developers meet their financial obligations as established through their respective development agreements.

Whereas a Letter of Credit provides a guarantee directly from a certified financial institution (i.e. Bank, etc.) which allows the municipality to draw on the funds as needed;

Whereas pay-on-demand surety bonds used a third-party surety (insurance company) rather than a financial institution to provide these guarantees, financial institutions are subject to more stringent financial regulations, which introduces additional risk to the municipality and the tax payer;

Whereas the process to call on these funds is more complex, and may involve significant legal fees, and the proposed regulation does not adequately address downgrading of credit ratings of these insurance companies, renewals and defaults, related thereto.

Whereas it is estimated that the costs for developing, implementing, and maintaining these surety bonds could have significant financial impact to the municipality;

Whereas the proposal takes the decision for the type of guarantee being provided out of the municipalities hands, and into the developer's hands;

Whereas the proposal was published on the Environmental Registry of Ontario (ERO #019-9198), on September 16, 2024, with a 30-day comment period ending October 16, 2024;

Therefore be it resolved that Council direct staff to prepare detailed comments on the impact of this proposed change and submit the comments to the ERO by October 16, 2024 together with this resolution.

Be it further resolved that the same be shared with Mr. Sam Oosterhoff, MPP and other municipalities within the Regional Municipality of Niagara.

I request, contingent on a 2/3 majority vote, that this Notice of Motion be given consideration at the October 3, 2024 Finance Committee Meeting.

October 25, 2024

SENT ELECTRONICALLY

**City of Hamilton
Haldimand County
Regional Municipality of Niagara
Local Area Municipalities**

Ontario Deposit Return Program Expansion

Please be advised that at the Board of Directors meeting held on October 18, 2024, the following resolution was passed:

Resolution No. FA-106-2024

Moved by: Robert Foster

Seconded by: Brian Grant

WHEREAS NPCA has committed to demonstrating leadership in addressing climate change and sustainable practices through its lands and operations;

WHEREAS NPCA's corporate climate change action plan strives to reduce the NPCA's climate impacts and carbon footprint;

WHEREAS the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions;

WHEREAS the Ministry of Environment, Conservation and Parks has indicated consideration of adopting a deposit-and-return system for nonalcoholic beverages;

BE IT RESOLVED THAT the Correspondence dated September 20, 2024 from the Town of Bradford West Gwillimbury RE: Ontario Deposit Return Program **BE RECEIVED**;

AND THAT the NPCA **ENDORSE** the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers;

AND FURTHER THAT the endorsement **BE CIRCULATED** to the Ministry of the Environment, Conservation and Parks, and municipalities within the watershed for information.

Sincerely,



Melanie Davis
Manager, Office of the CAO & Board
Niagara Peninsula Conservation Authority
905.788.3135 ext. 250

October 25, 2024

SENT ELECTRONICALLY

**City of Hamilton
Haldimand County
Regional Municipality of Niagara
Local Area Municipalities**

Report No. FA-51-24 RE: Draft Conservation Area Strategy

At the Board of Directors meeting held on October 18, 2024, the following resolution was passed:

Resolution No. FA-109-2024

Moved by: Stew Beattie

Seconded by: Donna Cridland

THAT Report No. FA-51-24 RE: Draft Conservation Area Strategy **BE RECEIVED**;

AND THAT staff **BE AUTHORIZED** to post the draft Conservation Area Strategy for public comment for three weeks;

AND THAT the draft Conservation Area Strategy be circulated to the NPCA partner municipalities;

AND FURTHER THAT the Conservation Area Strategy be brought forward for Board approval on or before December 13, 2024;

A copy of Report No. FA-51-24 and the draft Conservation Area Strategy are enclosed for reference. Members of Council, staff, and individuals residing in the Niagara Peninsula watershed are invited to learn more and provide feedback through the [Get Involved portal](#).

Sincerely,



Melanie Davis
Manager, Office of the CAO & Board
Niagara Peninsula Conservation Authority
905.788.3135 ext. 250

cc: Leilani Lee-Yates, CAO / Secretary – Treasurer
Eric Baldin, Manager, Land Planning
Kerry Royer, Specialist, Conservation Area Land Planning

Report To: Board of Directors

Subject: Draft Conservation Area Strategy

Report No: FA-51-24

Date: October 18, 2024

Recommendation:

THAT Report No. FA-51-24 RE: Draft Conservation Area Strategy BE **RECEIVED**;

AND THAT staff **BE AUTHORIZED** to post the draft Conservation Area Strategy for public comment for three weeks;

AND THAT the draft Conservation Area Strategy be circulated to the NPCA partner municipalities;

AND FURTHER THAT the Conservation Area Strategy be brought forward for Board approval on or before December 13, 2024;

Purpose:

To provide an update to the NPCA Board of Directors regarding the development of the Conservation Area Strategy required under the *Conservation Authorities Act* and recommend the Draft Conservation Area Strategy be made available to the public and municipal partners for a commenting period of three weeks.

Background:

Ontario Regulation (O. Reg.) 686/21: Mandatory Programs and Services requires all conservation authorities to complete a Land Inventory and Conservation Area Strategy by December 31, 2024.

The Land Inventory and Conservation Area Strategy specifically address NPCA land holdings. NPCA has been working with Conservation Ontario and fellow Conservation Authorities to develop a consistent approach to Strategy development based on local customized needs of each conservation authority. O. Reg. 686/21 sets out specific requirements for the Strategy such as:

- Objectives established by the authority that will inform the authority's decision-making related to the lands it owns and controls, including decisions related to policies governing the acquisition and disposition of such lands.
- Identification of the mandatory and non-mandatory programs and services that are provided on land owned and controlled by the authority, including the sources of financing for these programs and services.
- Where the authority considers it advisable to achieve the objectives, an assessment of how the lands owned and controlled by the authority may,
 - Augment any natural heritage located within the authority's area of jurisdiction; and
 - Integrate with other provincially or municipally owned lands or other publicly accessible lands and trails within the authority's area of jurisdiction.
- The establishment of land use categories for the purpose of classifying lands in the NPCA's land inventory based on the types of activities on each parcel of land or other matters of significance related to the parcel.
- A process for the periodic review and updating of the conservation area strategy by the authority, including procedures to ensure stakeholders and the public are consulted during the review and update process.

The regulation also stipulates that the conservation authority shall ensure stakeholders and the public are consulted during the preparation of the Strategy and that the Strategy be made publicly available.

Discussion:

The draft Strategy is designed to provide high level guidance and direction for planning and management of NPCA conservation areas. Specific goals and objectives will provide direction for management and long-term planning for our conservation areas. Details on programs and services and the land use classifications will inform the general purpose for each conservation area. The Strategy explores how NPCA's system of conservation areas augments local or regional natural heritage features and how they connect to local public lands.

The Strategy is not intended to provide specific direction for daily management or planning of conservation areas. Addressing priorities such as invasive species management, greenspace accessibility, or capital development will come through action plans to be developed in conjunction with annual work plans and Board priorities starting in 2025. Budgeting for capital projects will be informed by the Asset Management Plan.

Much of the site-specific priority work will be addressed in management plans that will be developed for each NPCA conservation area. These plans may include projects such as trail development, restoration projects, invasive species removal, and capital development. Examples of other watershed-wide actionable priorities

could include an Invasive Species Strategy, Indigenous Placemaking Strategy, Watershed Trail Strategy, or a Greenspace Accessibility Plan.

Each management plan or watershed-wide strategy or plan will be supported with additional, extensive engagement activities including Board review and approval. Key components of the Conservation Area Strategy are summarized below with the full draft Strategy included as Appendix 1.

Goals and Objectives

The draft Strategy includes a series of five Goals with each one created to support priorities identified in the NPCA Strategic Plan 2021-2031. Each of the Goals are also aligned with NPCA's inventory of Programs and Services such that our focus will be on Category 1 mandatory services while also providing justification and support for potential Category 2 and 3 programs and services at our conservation areas. The five Goals are as follows:

1. Protection and Management
2. Greenspace Access and Connectivity
3. Sustainability and Enhancement
4. Climate Change Adaptation and Mitigation
5. Engagement and Collaboration

Supporting objectives are designed to inform an action plan that will identify current and future priorities that are easily actionable and measurable for specific NPCA conservation areas or for watershed-wide performance indicators.

Conservation Area Classification

Through the draft Strategy, NPCA staff have also classified each conservation area into one of four land use categories as informed with expertise from a Conservation Ontario working group. The four categories are:

1. Conservation Area – Active Recreation
2. Conservation Area – Passive Recreation
3. Natural Heritage
4. Administration Area

These broad categories are meant to identify the general purpose of each conservation area, not specific programs or activities for a conservation area. Conservation area management plans will provide opportunities to further refine these classifications to allocate programs and activities to specific zones within the property as well as options to prioritize certain conservation areas over others to focus allocation of staff and budgetary resources.

Four (4) conservation areas are classified as Active; eight (8) as Passive; twenty-seven (27) as Natural Heritage; and two (2) as Administration Area.

Based on these results, NPCA has 1842 hectares or 61% of our conservation areas classified as Natural Heritage. This is a healthy balance between more accessible conservation areas and those that have a greater focus on protection with limited facilities and is consistent with other Conservation Authorities.

Augmenting Natural Heritage

The Strategy assesses how NPCA conservation areas augment natural heritage and integrate with other Provincially or municipally owned lands and other publicly accessible lands and trails in the watershed.

Throughout this section, the NPCA demonstrates how our conservation areas fit within the significant natural heritage features, including the Niagara Escarpment Parks and Open Spaces System (NEPOSS), and local and Provincial natural heritage systems. Further to this, the assessment noted that NPCA conservation areas are important natural areas for residents and visitors that could be better connected to local parks, and other conserved areas through strategic land acquisitions and collaboration. The Strategy assessment indicates that there are many opportunities for connections between NPCA conservation areas and local trails and parks and these opportunities are supported by the goals and objectives of the Strategy, the Land Securement Strategy, and the NPCA's Strategic Plan.

Engagement Summary

NPCA took a comprehensive approach to public engagement for the Strategy, which included using a range of tools and methods for engaging with Indigenous communities, members of the public, local area municipalities, as well as a wide range of residents and interested parties. An engagement plan was presented to the Public Advisory Committee (PAC) in May 2024 which outlined a schedule of engagement milestones and primary goals of the engagement process for the Strategy including: gathering input on goals and objectives for managing conservation areas; identifying priorities for land use and conservation activities; and, ensuring public and stakeholder feedback on the classification and use of conservation lands.

The [Get Involved](#) portal was used as the main landing page for the project which included a survey and Discussion Paper to provide background information about the CA Strategy. NPCA hosted a hybrid Public Information Centre (PIC) on September 24 which was live-streamed and saved on our YouTube channel for individuals that could not attend. A total of 23 people registered for the PIC, with four people attending in person and nine attending online.

Financial Implications:

The development of the Conservation Area Strategy is funded through the Operating Budget.

Links to Policy/Strategic Plan:

- Goal 1.1: Support evidence-based decision-making for climate-resilient watersheds and shorelines.
- Goal 1.3: Restore and enhance natural habitat, water resources, and forest cover.
- Goal 1.4: Manage NPCA lands to increase biodiversity, habitat connectivity, and natural cover.
- Goal 3.1: Create equitable access to greenspace for the health and well-being of people
- Goal 3.2: Lead nature education, environmental stewardship, and volunteerism.
- Goal 3.3: Improve cultural connections and heritage appreciation.
- Goal 4.1: Strengthen government relations toward collective outcomes and impact.
- Goal 4.2: Foster relationships with the community, non-government organizations, businesses, agriculture, industry, and academic institutions for collective outcomes and impact.
- Goal 4.3: Improve engagement with local First Nations, Métis, and Inuit peoples that supports shared stewardship.
- Goal 5.4 Demonstrate leadership in addressing climate change and sustainable practices through NPCA lands and operations

Related Reports and Appendices:

Appendix 1: Draft Conservation Area Strategy (*distributed separately*)

Authored by:

Original Signed by:

Eric Baldin
Manager, Land Planning

Reviewed by:

Original Signed by:

Lise Gagnon
Director, Corporate Services

Submitted by:

Original Signed by:

Leilani Lee-Yates, BES, MSPL.RPD, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer
Interim Director, Watershed Strategies and Climate Change



CONSERVATION AREA STRATEGY

DRAFT

October 18, 2024

Land Acknowledgement

The Niagara Peninsula watershed is situated within the traditional territory of the Haudenosaunee, Attiwonderonk (Neutral), and the Anishinaabeg, including the Mississaugas of the Credit—many of whom continue to live and work here today.

The territory is covered by the Upper Canada Treaties (No. 3,4, and 381) and is within the land protected by the Dish with One Spoon Wampum agreement. Today, the watershed is home to many First Nations peoples, Métis citizens, and Inuit.

Through this Conservation Area Strategy, the NPCA reconfirms its commitment to shared stewardship of natural resources and a deep appreciation of Indigenous culture and history in the watershed.

DRAFT

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DRAFT

1.0 INTRODUCTION

1.1 About Niagara Peninsula Conservation Authority

The Niagara Peninsula Conservation Authority (NPCA) is a community-based natural resource management agency that protects, enhances, and sustains healthy watersheds that was established in 1959 pursuant to the *CA Act*. With 65 years of experience, NPCA offers watershed programs and services that focus on flood and hazard management, source water protection, species protection, ecosystem restoration, community stewardship, and land management.

NPCA’s watershed area encompasses 2,424 km², and includes the regional municipality of Niagara, portions of the City of Hamilton (21%), and Haldimand County (25%) (Map 1). Since time immemorial, this area has been the home to Indigenous peoples—a place for sharing, trading, hunting, gathering, stewardship, and friendship. Currently, the watershed supports a population of approximately 520,000 people.

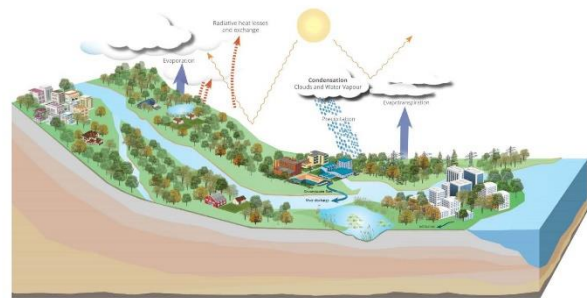


Figure 1: Watershed diagram

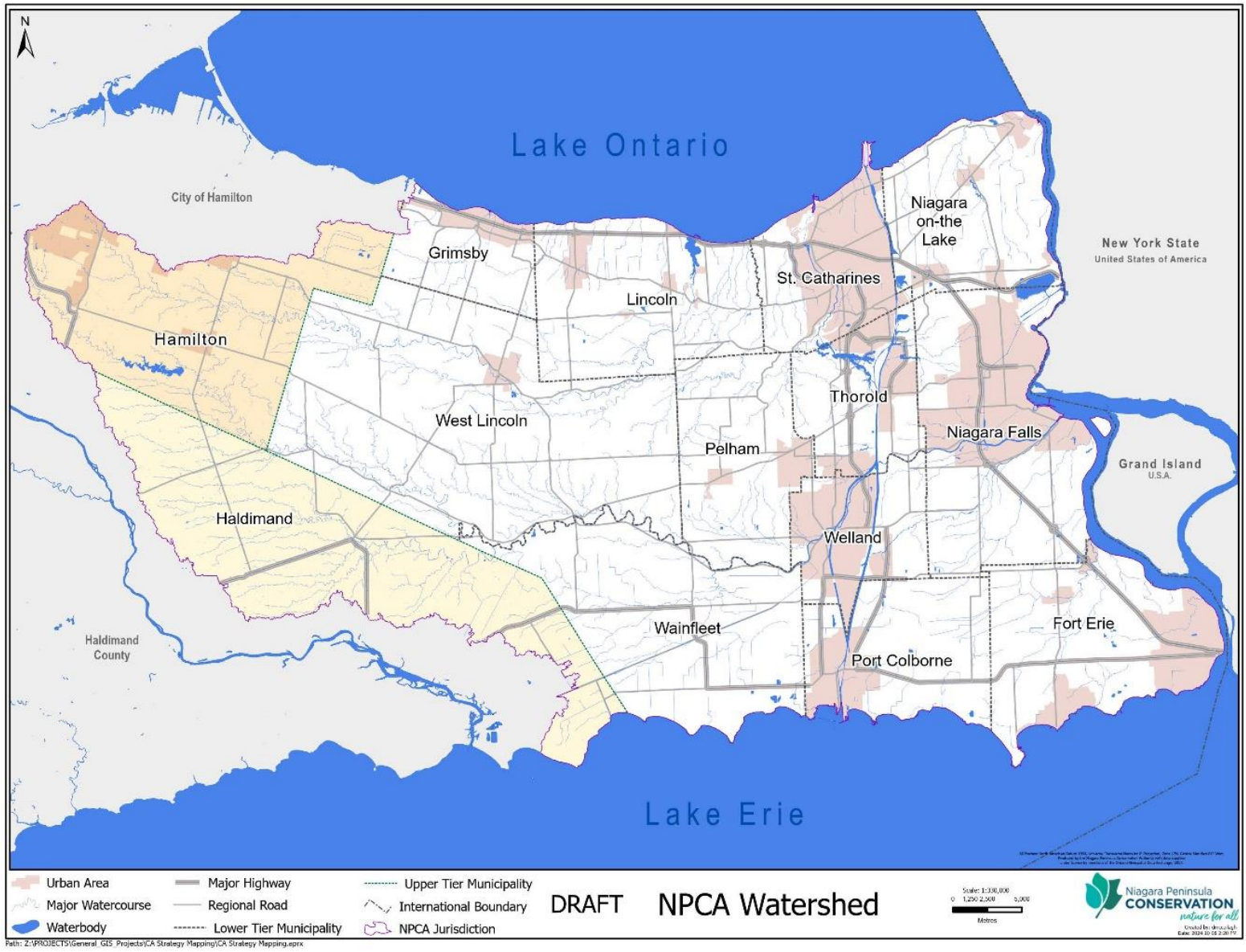
A watershed is the land that drains into a particular watercourse such as a stream, river, or lake. Gravity and the land’s topography (the high and low areas) move water, rain, and snowmelt across the landscape from one area to another.

Situated between two Great Lakes, with the Niagara River as a boundary shared with the United States of America, the Niagara Peninsula watershed is a natural treasure of distinct cultural, geological, hydrological, and biological aspects not found elsewhere in North America. It is part of the Carolinian life zone—Canada’s most biodiverse and threatened ecoregion. The Niagara Peninsula watershed boasts approximately 30 per cent natural cover that provides critical habitat such as forested woodlots, slough forests, alvars, and coastal wetlands that support rich biodiversity, including rare plants and animals. The watershed also includes several other notable natural features such as the Niagara Escarpment Biosphere Reserve, Niagara Falls, the Wainfleet Bog, Ball’s Falls, Willoughby Marsh, and landforms such as the Fonthill Kame ice-contact delta complex.

1.2 Conservation Area System

NPCA owns over 3,000 hectares of land within its watershed across 41 conservation areas held in public trust for recreation, heritage preservation, conservation, and education. These areas represent a wide range of ecosystem types and protect some of the most significant ecological features in the watershed.

Map 1: NPCA watershed jurisdiction



NPCA stewards important sections of shoreline along Lake Erie and Lake Ontario, migratory bird habitat, Provincially Significant Wetlands (PSW), Areas of Natural and Scientific Interest (ANSI), important cultural heritage sites, and large sections of the Niagara Escarpment, a UNESCO Biosphere Reserve. Together these conservation areas represent an essential part of the natural treasures and significant ecosystems in the Carolinian Life Zone. In southern Ontario, and especially in the Niagara Peninsula watershed, growing pressures on the landscape are due to increased urbanization, land use changes, and changing climatic conditions. In addition, there is a well-documented increasing demand for access to greenspace for the health and well-being of the growing population. NPCA conservation areas support and enhance local communities, agriculture, recreation, health, tourism, and natural heritage, and are indispensable outdoor recreation areas for more than half a million people in the watershed and its visitors.

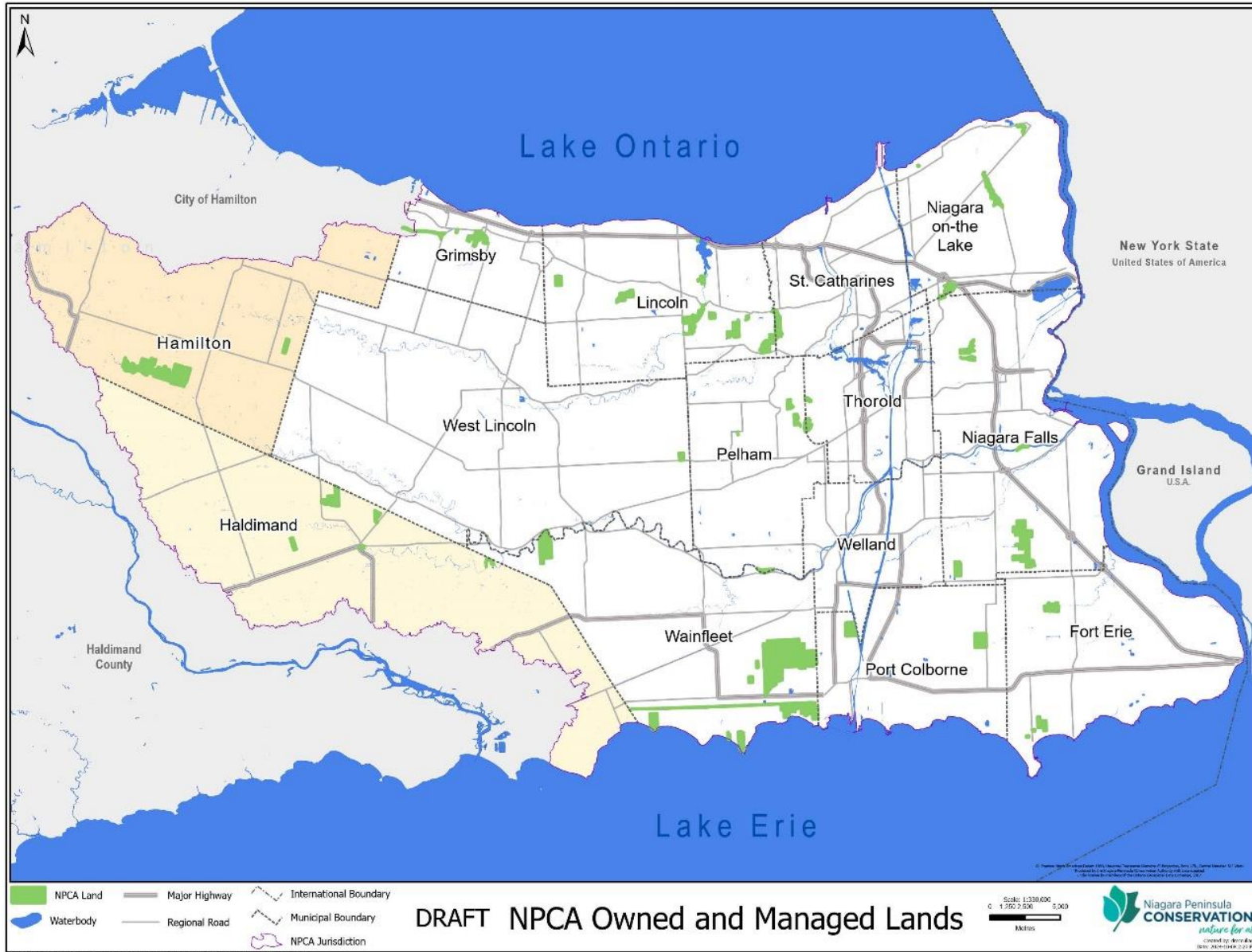
In 2023, NPCA saw a 45 per cent increase in visitors at its four most popular conservation areas, Ball's Falls, Binbrook, Chippawa, and Long Beach, with 160,000 paid day-use visitors, and more than 500,000 visitors to the other 37 conservation areas. The increase in visitation aligns with similar increases seen at other conservation areas in the Greater Golden Horseshoe area. NPCA also attracted 30,000 visitors to its signature events, hosted 32 seasonal campers, and engaged 11,300 students in outdoor education camps and programming. While the increase in paid use supports programs and services as self-generated revenue, they are not without consequences. Consequences of increased use on sensitive environments, trails, and other infrastructure include compaction of soil, erosion susceptibility, increased invasive species, destruction of areas outside of trails, non-permitted uses, littering and dumping, and impacts on native species and biodiversity. Careful consideration through a management plan process can help ensure that proper programs, maintenance, infrastructure, and signage are in place to reduce or mitigate negative impacts as a result of increased use.

1.3 Purpose and Regulatory Framework

NPCA is developing a Conservation Area Strategy (CA Strategy) to outline broad objectives for conservation areas and related programs and services as outlined in the *Conservation Authorities Act (CA Act)* and Ontario Regulation 686/21: *Mandatory Programs and Services* (O. Reg. 686/21). The CA Strategy will guide the management and operation of NPCA's conservation areas. The Regulation requires that the CA Strategy contain the following:

1. Objectives established by the Conservation Authority that will inform the Authority's decision-making related to the lands it owns and controls, including decisions related to policies governing the acquisition and disposition of such lands.
2. Identification of the mandatory and non-mandatory programs and services that are provided on land owned and controlled by the Conservation Authority, including the sources of financing for these programs and services.

Map 2: NPCA conservation areas



3. Where the Conservation Authority considers it advisable to achieve the objectives referred to in paragraph 1 above, an assessment of how the lands owned and controlled by the Authority may:
 - i. Augment any natural heritage located within the Conservation Authority's area of jurisdiction; and
 - ii. Integrate with other provincially or municipally owned lands or other publicly accessible lands and trails within the Authority's area of jurisdiction.
4. The establishment of land use categories for the purpose of classifying lands in NPCA's land inventory based on the types of activities on each parcel of land or other matters of significance related to the parcel.
5. A process for the periodic review and updating of the CA Strategy by the Authority, including procedures to ensure stakeholders and the public are consulted during the review and update.

In addition to these provincial requirements, it is important to note that while the CA Strategy is an overarching and guiding document applicable to *all* conservation areas owned by NPCA, plans and details that are specific to any one conservation area will not be of focus. Property-specific directions or watershed-level details and priorities will be developed through other strategies, actions, and/or management plans that represent the importance of specific conservation areas or watershed priorities of NPCA, member municipalities, partners, and interested parties. Examples of items that will **not** be represented in the CA Strategy include:

- Invasive species management plan
- Permitted uses for individual conservation areas
- Programs and services for individual conservation areas
- Access points, gates, parking lots
- Restoration plans
- Climate action plan
- Trail management/standards plan
- Wayfinding/signage plan

2.0 GUIDING PRINCIPLES AND GOALS

A CA Strategy is developed within the context of NPCA's Strategic Plan which sets the overall vision, mission, and goals for the Authority from 2021-2031. Nested underneath is, or will be, several supporting strategies and plans developed to help achieve the Strategic Plan and a thriving environment that will sustain life within the watershed for future generations. A CA Strategy will build on NPCA's overall vision

and mission to establish goals, objectives and actions designed to deliver the programs and services our residents and visitors expect from conservation areas.

2.1 Strategic Plan

The 2021-2031 NPCA Strategic Plan: Nature for All, is a guiding document that reaffirms NPCA's commitment to the mandate of conservation authorities and charts the course for the next generation of conservation work to address the evolving issues of climate change, growth, and the need for green infrastructure. This plan is guided by principles based on a conservation-first and ecosystem philosophy, collaboration ethics, and the importance of innovation rooted in science. NPCA consulted broadly with its Board of Directors, Public Advisory Committee, staff, Indigenous groups, partners, members of the public, and other local stakeholders to develop the strategic plan. Collectively, the six overarching priorities outlined below guide our actions toward a vision of the Niagara Peninsula watershed with robust nature, thriving agriculture, and resilient urban areas vital to the health and well-being of those who call it home or visit.

VISION: Nature for all

We envision a healthy and vibrant environment with shared greenspace and clean water that sustains life for future generations.

MISSION

To create common ground for conservation-inspired action and accountability to nature.

NPCA Strategic Priorities:

1. **Healthy and Climate Resilient Watersheds:** Improving nature for the betterment of all life across the watershed.
2. **Supporting Sustainable Growth:** Helping to create resilient communities through land-use planning and the use of sustainable technologies to prepare for a changing climate and related environmental challenges.
3. **Connecting People to Nature:** Creating equitable access to greenspace for the health and well-being of people.
4. **Partner of Choice:** Strengthening our relationships with stakeholders, partners, the watershed community, and Indigenous peoples.
5. **Organizational Excellence:** Striving for excellence through high service delivery standards and accountability to the environment and its people.

6. Financial Sustainability: Ensuring a financially stable and sustainable organization and continued service-delivery through innovative business models, diverse funding sources, and best practices.

Core Values: Integrity, Respect, Customer Service, and Conservation Leadership



Figure 2: Strategy Priorities, NPCA Strategic Plan 2021-2031

2.2 Goals and Objectives

The goals and objectives proposed for the CA Strategy are consistent with NPCA’s mandate as defined in the CA Act, the Strategic Plan (Figure 3), and Land Securement Strategy. They inform land acquisition, land planning and management, as well as programs and services offered at NPCA conservation areas. Further, more detailed implementation plans to support these goals and objectives will be developed for property-specific management plans or watershed-based initiatives.

Goal #1: Protection & Management

Examples of objectives that support, and when implemented through specific, measurable actions, will help achieve this goal:

- Steward conservation areas to enhance biodiversity, habitat connectivity, and natural cover, ensuring the watershed's long-term health and sustainability.
- Increase protected greenspace through land acquisition and securement.
- Develop management plans that prioritize accountability to the environment and future generations.
- Enforce conservation area rules to safeguard these spaces from non-permitted uses that threaten safety and sustainability.

Goal #2: Greenspace Access & Connectivity

Examples of objectives that support, and when implemented through specific, measurable actions, will help achieve this goal:

- Improve accessibility at conservation areas to ensure all individuals can experience the mental, spiritual, and physical benefits of nature.
- Ensure conservation areas are safe, accessible, and welcoming, preserving natural and cultural features.
- Collaborate with partners to enhance connectivity between publicly accessible greenspaces, transportation routes, and trail systems.
- Implement innovative land management approaches to improve access and inclusivity.

Goal #3: Sustainability & Enhancement

Examples of objectives that support, and when implemented through specific, measurable actions, will help achieve this goal:

- Increase restoration and enhancement projects to boost biodiversity, improve water quality, and support native species.
- Use sustainable technologies, infrastructure design, and practices to ensure the safety and sustainability of conservation areas.
- Enhance visitor safety with wayfinding systems, signage, and accessibility information.
- Lead in demonstrating green infrastructure and sustainable technologies in conservation area planning.
- Seek new and innovative opportunities to improve financial sustainability and be more cost-effective.

Goal #4: Climate Change Adaptation & Mitigation

Examples of objectives that support, and when implemented through specific, measurable actions, will help achieve this goal:

- Adapt conservation area programs, services, and asset management to address changing climate conditions.
- Identify and improve climate resilience and adaptation measures in conservation areas.
- Pursue opportunities to mitigate climate change impacts through strategic land acquisition, restoration, and planning.

Goal #5: Engagement & Collaboration

Examples of objectives that support, and when implemented through specific, measurable actions, will help achieve this goal:

- Collaborate with community groups on outreach and environmental initiatives to foster stewardship and create conservation champions.
- Deliver experiential education programs that connect future conservation leaders to nature and promote responsible engagement.
- Expand Indigenous programming, place-making, and recognition of Indigenous heritage.

2.3 Land Securement Strategy

Natural heritage and natural green infrastructure such as forests, wetlands, rain gardens, bioswales, provide critical services and benefits that sustain life for people and wildlife—clean air and water, protection from flooding and erosion, and a source of food and habitats for wildlife species. In the Niagara Peninsula watershed, there are growing pressures on the landscape due to increased urbanization, land use changes, and changing climatic conditions that continue to threaten and impact the integrity of these natural features. In addition, there is an increasing demand for access to green space for the health and well-being of people. NPCA’s Natural Areas Inventory and Nature for Niagara’s Future projects found that the Niagara Peninsula watershed achieves 56 per cent of what science suggests is needed on the landscape for healthy and sustainable watersheds and habitats. Together, these issues have highlighted the critical need to secure more natural areas to improve the environment, mitigate the impacts of climate change, and provide more opportunities for people to enjoy the outdoors.

NPCA has an increasingly important role in land securement for conservation and restoration of natural areas. The CA Act provides guidance on the governance and purpose of conservation authorities, including

the powers to “acquire by purchase, lease or otherwise any land that it may require, and, subject to subsection (2), to sell, lease or otherwise dispose of land so acquired” (Sec. 21 (1)(c)). As part of the CA Act Regulation O. Reg 686/21, there are only certain types of mandatory programs and services that can be provided in relation to the conservation and management of lands including (but not limited to) the development of one or more policies governing land acquisitions and land dispositions (Sec. 9 (2)(vi)).

As noted in Section 2.1, NPCA’s Strategic Plan aims to achieve its vision of ‘Nature for all’ to ensure a healthy and vibrant environment with shared greenspace and clean water that sustains life for future generations. Notably, the plan called for the development and implementation of a land acquisition strategy to achieve Goal 1.4: *“Manage lands to increase biodiversity, habitat connectivity, and natural cover.”* Implementing the land securement strategy will also directly support achieving Goal 3.1 *“Create equitable access to greenspace for the health and well-being of people”* as well as several other NPCA strategic goals and performance measures related to natural hazard protection, ecosystem improvements, and building relationships with partners, stakeholders, and Indigenous peoples.

With the changes to the CA Act and a new strategic plan, updates to NPCA’s land securement efforts were necessary. NPCA undertook a comprehensive process that resulted in the 2022-2032 Land Securement Strategy. This document would guide the securement of lands within the Niagara Peninsula watershed for environmental, natural hazard protection, and societal (recreation, culture, health) benefits.

To achieve NPCA’s strategic goals, the Land Securement Strategy focuses on the following objectives:

- Secure public greenspace in the NPCA watershed using clear and concise decision-making;
- Collaborate with municipal partners, land trusts, stakeholders, and Indigenous communities on mutual land securement goals;
- Implement sustainable and innovative financial models that support land securement and stewardship

2.4 Inventory of Programs and Services

Conservation Authorities are required by regulation to prepare an Inventory of Programs and Services to identify:

- **Category 1:** Mandatory Programs and Services, such as natural hazard management;
- **Category 2:** Municipal Programs and Services at the request of a Municipality, such as tree planting services, and technical research to help inform decision-making; and

- **Category 3:** Other Programs and Services determined by the Conservation Authority to further the purposes of the *Conservation Authorities Act*, such as restoration and stewardship, and watershed monitoring.

NPCA’s programs and services are funded either through municipal levies, municipal cost apportionments requiring agreements for service, service fees, or external funding such as grants.

Table 1: Conservation Authorities Act Funding Mechanisms for NPCA’s Programs and Services

| Category 1 Mandatory Programs and Services (O.Reg.686/21) | Category 2 Municipal Programs and Services | Category 3 Other Programs and Services |
|---|---|---|
| <ul style="list-style-type: none"> • Programs and services which all CAs must provide in their jurisdiction • Eligible for costs to be apportioned to participating municipalities (levy) without an agreement • Funded through municipal levy, user fees, and/or grants | <ul style="list-style-type: none"> • Programs and services which a CAs agrees to provide on behalf of municipality • Eligible for costs to be apportioned to participating municipalities if there is an MOU or other agreement • Funded through municipal levy, user fees, and/or grants; MOU/service agreement | <ul style="list-style-type: none"> • Programs and services which a CA determines are advisable to further the purpose of the Act • Eligible to be apportioned wholly or partially to municipalities through a cost apportioning agreement • Funded through municipal levy, user fees, and/or grants; MOU/service agreement required for use of municipal funding |

The NPCA has prepared an Inventory of Programs and Services that lists all the programs and services that it provides under each category (i.e., Category 1, 2, and 3). Drawing from the Inventory of Programs and Services, NPCA must also provide the identification of mandatory and non-mandatory programs and services that are provided on land owned and controlled by the authority, including the sources of financing for these programs and services. The following Section 3.1 provides a more focused description of program areas and services related to NPCA conservation areas.

3.0 CONSERVATION AREAS

3.1 Service Areas and Programs

NPCA conservation areas encompass a diverse range of ecosystem types and protect some of the most critical ecological features within the Niagara Peninsula watershed. These areas include important shoreline properties along Lake Erie and Lake Ontario (e.g., Morgan’s Point, Long Beach, Lakewood), migratory bird habitats (e.g., Point Abino, Jordan Harbour, Beamer), PSWs such as Willoughby Marsh, Wainfleet Bog, and Humberstone Marsh, and ANSIs like Ruigrok, and Eight Mile Creek. NPCA also manages sites of significant cultural heritage (e.g., Ball’s Falls, St. John’s Centre) and large parcels of the Niagara Escarpment (e.g., Rockway, Woodend, Louth, Cave Springs, Mountainview).

Together, these conservation areas capture the unique natural treasures and ecosystems characteristic of the Carolinian life zone found in the Niagara Peninsula. They play a vital role in supporting local communities, agriculture, recreation, health, tourism, and natural heritage. With more than a half million residents and visitors in the watershed, these areas provide vital opportunities to connect with nature and a wide range of ecosystem services that benefit everyone.

Conservation area programs and services are primarily categorized as mandatory (Category 1 services), with some activities such as education and recreation programs classified under Category 2 or 3 services. These programs are integral to NPCA’s operations and align with its strategic goals. Table 2 shows the NPCA program areas related to conservation areas and their respective CA Act categories.

Table 2: NPCA Conservation area programs and services with funding CA Act funding category.

| Program or Service | Description | Category |
|---|---|-----------------|
| Section 29 Enforcement and Compliance | Conservation areas regulations enforcement and compliance | 1 |
| Active recreation programs (conservation areas) | Day use and other services (wedding, event, facility rentals) | 3 |
| Education programs | Education programs and camps, heritage programs | 2,3 |
| Land Management—other agencies | Land and facilities management, maintenance, and operations for other agencies (Fed, Prov, Region, local) | 2,3 |
| Land Care Program (conservation areas) | Management and maintenance of NPCA conservation area—passive recreation, heritage buildings, tree management, hazard, and risk management | 1 |
| Land acquisition and disposition | Acquisition to mitigate natural hazard risk | 1 |

| | | |
|--------------------------|--|---|
| | Acquisition cost-shared with municipal partners or agencies | 2 |
| | Acquisition in accordance with NPCA land securement strategy | 3 |
| Land Management Planning | Conservation Area Land Inventory | 1 |
| | Conservation Area Strategy | 1 |
| | Conservation Area Management Planning | 1 |

3.1.1 Conservation Area Operations and Programming

The NPCA manages 41 conservation areas, with active recreation services currently offered at four sites: Ball’s Falls, Binbrook, Chippawa Creek, and Long Beach. Active recreation services vary by location and include:

- Camping - Both seasonal and transient options.
- Weddings, Facility Rentals, and Special Events - Available at pavilions, picnic areas, and indoor and outdoor spaces.
- Education Programs - Field trips and overnight programs designed to engage students and visitors.
- Heritage Programs - Featuring field trips, special events, and demonstration days that celebrate cultural heritage.
- Nature School - A BSID-designated (Board School Identification Database) part-time school program focusing on outdoor education.
- Day Camps - Outdoor adventure camps tailored for youth.
- Volunteering – opportunities available for people of all ages to support the delivery of heritage, education, events, and day camps.

All conservation areas are maintained by NPCA’s Land Care Program, which focuses on preserving, enhancing, and sustaining the natural beauty, recreational opportunities, and overall usability of these sites. Maintenance activities include:

- Horticulture, forestry, and grass cutting.
- Trail maintenance and hazard removal.
- Inspection and repair of park amenities.
- Signage installation and maintenance of washroom facilities and heritage buildings.

In addition to ongoing maintenance, NPCA enforces regulations under Section 29 of the CA Act to ensure environmental protection and visitor safety. Key areas of focus include:

- Enforcement of open fire rules.
- Regulation of access times.
- Prohibition of non-permitted uses, such as ATV activities.
- Enforcement against littering and improper waste disposal.

3.1.2 Land Acquisition and Securement

NPCA plays a crucial role in acquiring and securing land to protect and restore natural areas and greenspaces for future generations. Since the late 1950s, NPCA has acquired 41 properties encompassing more than 3,000 hectares. These lands contribute to natural heritage conservation and provide essential services, such as access to greenspace, clean air and water, and protection from natural hazards like flooding and erosion. NPCA's Land Securement Strategy sets a target to secure 180 hectares of land by 2031, and to date NPCA has achieved 30% of this target.

3.1.3 Land Planning & Management

NPCA's 41 conservation areas are made up of diverse ecosystem and vegetative community types, including forests, PSWs, ANSIs, recreational lands, cultural sites, and areas designated for flood and erosion control. Each property requires a tailored management plan to guide permitted uses, access levels, enhancements, programs, services, and risk management to ensure visitor safety.

Land planning directs the overall design of each conservation area, while land management focuses on the sustainable use and enjoyment of these areas by the public. All NPCA current and future management plans are guided by the CA Strategy, which establishes goals and objectives that align with NPCA's vision, mission, and priorities for the conservation area system that are consistent with the Strategic Plan. Conservation area management plans will aim to increase access to greenspace where appropriate, connect people to nature, and ensure the long-term sustainability of the watershed.

The NPCA's land planning program collaborates with other NPCA programs and departments, including planning and development, land care, restoration, and capital projects, through coordinated internal working groups and teams, enhancing overall program effectiveness and alignment.

For properties located within the Niagara Escarpment Plan Area, the NPCA consults with the Niagara Escarpment Commission. The Niagara Escarpment Planning and Development Act (NEPDA) provides for

the maintenance and protection of the Niagara Escarpment and ensures all development that occurs is compatible with the environment. The NEPDA also provides the Niagara Escarpment Parks and Open Space System Planning (NEPOSS) framework, which outlines the process for developing management or master plans as well as guidelines for Escarpment properties.

4.0 CONSERVATION AREA ASSESSMENT

O. Reg. 686/21 notes that a conservation authority may include within their Conservation Area Strategy an assessment of how the lands owned and controlled by the authority:

- i. may augment any natural heritage located within the authority's area of jurisdiction;
- ii. integrate with other provincially or municipally owned lands or other publicly accessible lands and trails within the authority's area of jurisdiction.

Section 4.1 below outlines how NPCA conservation areas augment natural heritage within the watershed context while Section 4.2 outlines how the lands are integrated with other provincially, municipally owned lands or other publicly accessible lands and trails within the Niagara peninsula watershed.

4.1 Augmenting Natural Heritage

The Niagara Peninsula watershed is a natural treasure of distinct cultural, geological, hydrological, and biological aspects not found elsewhere in North America. It boasts approximately 30 per cent natural cover that provides critical habitat such as forested woodlots, slough forests, alvars, and coastal wetlands that support rich biodiversity, including rare plants and animals. The watershed is uniquely situated between two Great Lakes, with the Niagara River as a boundary shared with the United States of America. The landscape in the Niagara peninsula watershed today “is the result of numerous depositional and erosional events and processes spanning over 500 million years, resting on a foundation established much, much earlier” (Niagara Geology, Niagara Geopark). As a result of these processes, the watershed includes several notable natural features including the Niagara Escarpment, Horseshoe Falls and Niagara Glen, Wainfleet Bog, Ball's Falls, Willoughby Marsh, and other significant landforms such as the Fonthill Delta-Kame complex, large parcels of slough forest, and PSWs. Unique microclimates created by the Niagara Escarpment and rich soils support one of Ontario's most productive agriculture systems, including vineyards, tender fruit orchards, livestock, and various specialty crops. The geology of this area includes a sequence of shales, sandstones, limestones, and dolostones. These important features provide life-sustaining benefits for all and many opportunities to discover nature and culture.

Over a decade ago, NPCA worked with several municipal and community partners to undertake the Natural Areas Inventory (NAI) project. The purpose of this project was to identify, classify, and map natural areas in the Niagara Peninsula watershed. The goal of the project was to use industry standard, scientifically defensible protocols to inventory the natural areas in the jurisdiction. Following the work of the NAI, the Nature for Niagara's Future (NFNF) study assessed the natural features identified during the NAI and their contributions towards a healthy and sustainable system. This study found the watershed's natural cover is approximately 30 per cent, two thirds of which is mature forest, with nearly half of the forests being swamp-type wetland communities. Additionally, the NFNF study found that the Niagara Peninsula watershed currently achieves only 56 per cent of what science suggests is needed on the landscape for healthy and sustainable ecosystem functions, habitats and natural resilience. Planning for natural heritage is necessary for the maintenance and enhancement of biodiversity, protection of species at risk, mitigation of climate change, protection and improvement of water quality, and the fulfillment of public values. A healthy natural environment is important for a thriving economy and rich cultural heritage. NPCA used a consolidated layer of the Niagara Region Natural Environment System and Provincial Natural Heritage System (NHS) layers from the Greenbelt and Growth plans to assess how NPCA conservation areas augment or enhance the natural heritage in our watershed. For Haldimand and Hamilton, a similar consolidated layer was used based on the most recent information available.

Map 3 shows NPCA's conservation areas and how these lands fit within the natural heritage features and areas in the watershed. Nearly all NPCA's conservation areas are located within natural heritage system boundaries and represent significant parcels of land that enhance the ecosystem services, biodiversity, and overall connectivity of a variety of habitat types thus playing a critical role in creating a healthy natural environment landscape in the Niagara Peninsula watershed. Even the few conservation areas partially or wholly outside natural heritage features augment the system simply by virtual of being protected greenspace and offering opportunities to improve features through restoration and enhancement.

4.1.1 Greenbelt and Niagara Escarpment

Within the Niagara Peninsula watershed, 11 conservation areas can be found along the Niagara Escarpment, which holds local and international significance as a United Nations Education, Scientific and Cultural Organization (UNESCO) designated Biosphere Reserve. The Niagara Escarpment extends from Queenston, a small hamlet in the Town of Niagara-on-the-Lake, to Tobermory in the Bruce Peninsula and represents the largest continuous forested area in south-central Ontario. All conservation areas and parks within the Niagara Escarpment are connected by the Niagara Escarpment Parks and Open Space System (NEPOSS), and the Bruce Trail, a natural hiking trail managed and stewarded by the Bruce Trail Conservancy. As required in Part 3 of the Niagara Escarpment Plan (NEP), each conservation area within

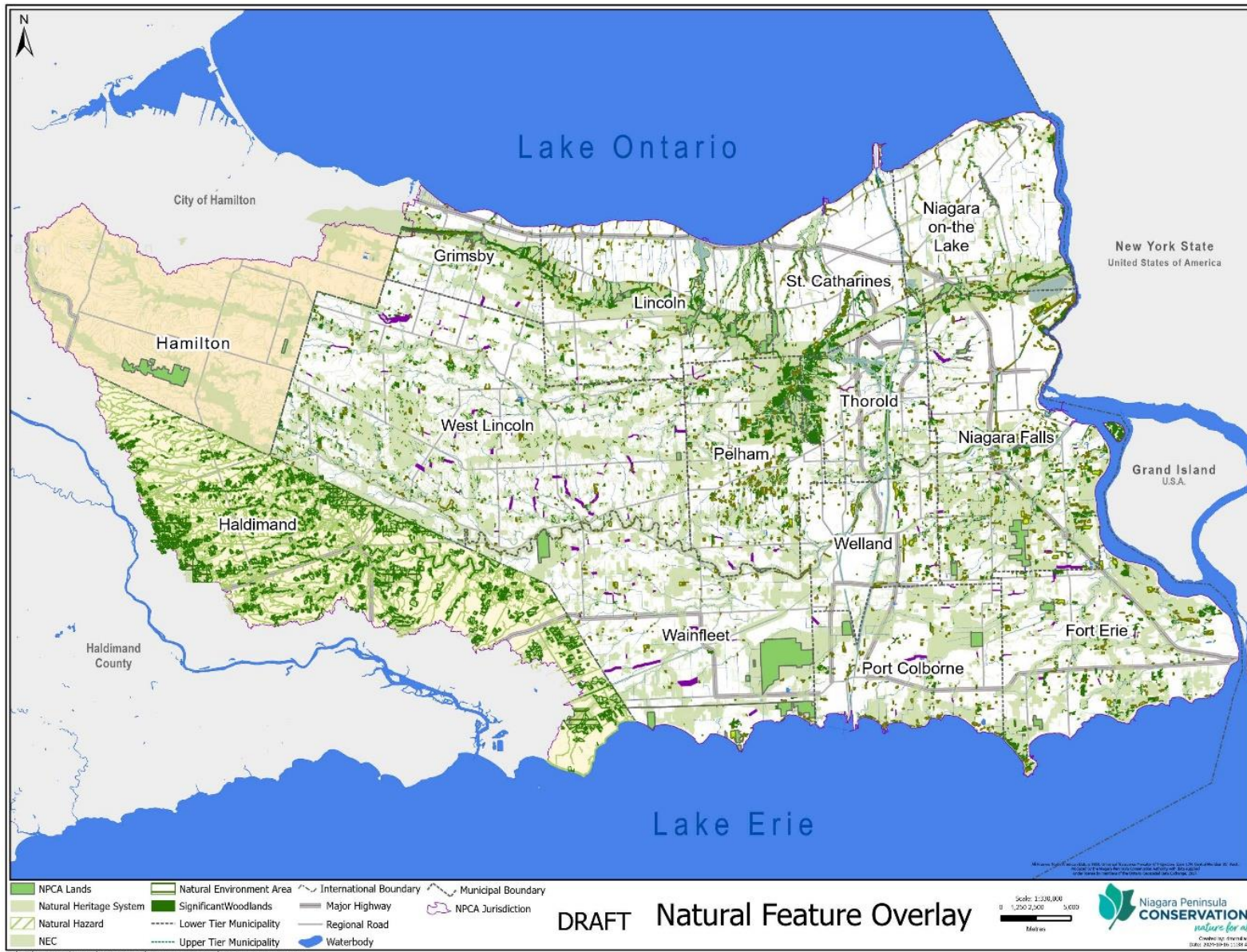
the NEPOSS must create a management plan to guide permitted activities and identify “zones” within the conservation area using the NEPOSS classification system, underlying NEP land use designations, and identifying the cultural, natural, and recreational features of the site. NPCA will develop management plans for all conservation areas within the NEPOSS and seek approval and endorsement from the NEC and the Ministry of Natural Resources and Forestry (MNR) to ensure compatibility and collaborative protection of this important natural heritage area.

The 11 conservation areas in NEPOSS (Map 4) augment and enhance the network of protected areas along the Niagara Escarpment owned by other conservation authorities, municipalities, Bruce Trail Conservancy, Escarpment Biosphere Conservancy, land trusts, and private landowners. This connected fabric of protected lands helps to mitigate and improve resilience to climate change, support green infrastructure, capture and store carbon, recharge aquifers, and protect biodiversity and sensitive areas to achieve the shared goal of beautiful, sustainable, and healthy landscapes in Ontario. NPCA conservation areas not only offer endless environmental benefits, but they also support culture, recreation, and tourism goals of the Greenbelt Plan.

All NPCA conservation areas within the NEPOSS support the culture, recreation, tourism, climate change, natural resources, and environmental protection goals of the Greenbelt Plan, NEPOSS council, and the Niagara Escarpment Biosphere Network. They include:

1. Ball’s Falls
2. Beamer Memorial
3. Cave Springs
4. Lathrop
5. Louth
6. Mountainview
7. Rockway
8. St. John’s Centre
9. St. John’s
10. Woodend
11. Woolverton

Map 3: NPCA conservation areas and the natural heritage of the watershed



Map 4: NPCA conservation areas in the context of the Greenbelt Plan natural heritage system



4.1.1.1 Niagara (Aspiring UNESCO Global) Geopark

Cultural and heritage connections are strengthened through collaboration and partnerships with multiple organizations and levels of government. NPCA is a partner of the Niagara Geopark, and a member of their Board of Directors. The Niagara Geopark is an organization that aims to achieve the UNESCO Global Geopark designation for the entire Niagara Region using a sustainable tourism-oriented model and building on the rich geological foundation of more than 500 million years. Most recently, Plenty Canada, an Indigenous non-government organization devoted to the protection of Mother Earth, partnered with the Niagara Escarpment Biosphere Network (NEBN) and the Niagara Geopark to support the integration of Indigenous linguistic, artistic, cultural, and historical elements within the Niagara Geopark Trail Network and Plenty Canada's Great Niagara Escarpment Indigenous Cultural Map, further demonstrating that NPCA conservation areas support culture, recreation, Indigenous leadership, and tourism in addition to environmental protection. The Niagara Geopark Geosite Map highlights at least 11 NPCA conservation areas that contribute to this designation due to their significance as both cultural and natural heritage locations:

1. Ball's Falls
2. Beamer Memorial
3. Cave Springs
4. Louth
5. Morgan's Point
6. Mountainview
7. Rockway
8. St. John's
9. Wainfleet Bog
10. Wainfleet Wetlands
11. Woodend

4.1.2 Wetlands

Wetland ecosystems are a very important part of the natural landscape and historically dominated a significant percentage of the Niagara Peninsula watershed, particularly in the southern portion. This once dominant ecosystem type is evident when studying local geology, hydrogeology, soils, and aerial photography where remnants of these wetlands can still be seen in present-day agricultural fields as darker sinuous lines representing the former sloughs. Less than 30 per cent of the original wetlands remain in Ontario, in the Niagara Peninsula watershed that number may be as low as 10 per cent. The creation of a series of Welland Shipping Canals beginning in the mid-19th century significantly altered the drainage patterns of the landscape, lowering the water table in some areas and draining some of these wetland ecosystems in the process. Other wetlands were drained to support development and the creation of a fabric of agricultural lands in this area.

A large portion of the forest cover in the Niagara Peninsula watershed is mature swamp forest, sometimes called slough forest which is a swamp, or tree-dominated wetland, with rolling topography that features linear shallow channels and narrow upland ridges between them. Sloughs are easily seen in air photos as darker features between more upland sections of the swamp. The channels, or sloughs, will have water seasonally (ephemeral) and will be dry during the summer months, thus this area contains both upland and wetland species. Slough forests are unique and diverse landscapes that are part of a healthy ecosystem, typically home to high biodiversity and unique species. They are very important for food, shelter, and habitat for various wildlife and the general hydrologic function of the surrounding ecosystem. The sloughs can hold and slowly release water during rain events, an important feature of wetlands, especially in urban areas which typically have a large amount of hard or impervious surfaces where water cannot seep into the ground. Even small isolated seasonal pools which contain standing water for only a short period in the spring and summer can provide vital habitat for rare and specialized species such as frogs, toads and salamanders which rely on fish-free sources of water to survive and are not typically found in other wetland types. NPCA conservation areas that are dominated by swamp slough forest include Willoughby Marsh, Humberstone Marsh, Point Abino, and Smith Ness Forest.

The Niagara Peninsula watershed includes a lesser-known escarpment feature, the Onondaga Escarpment, one of the most noticeable geologic features in the southern portion of the watershed that forms a discontinuous ridge a few metres in height from Fort Erie to beyond Dunnville. In the area immediately north of the Onondaga Escarpment, the remnants of glacial retreat became an extensive bog ecosystem now known as the Wainfleet Bog and Humberstone Marsh, large sections of which are owned by NPCA, the Nature Conservancy of Canada and the Province of Ontario, in addition to many sections that are still privately owned. The Wainfleet Bog conservation area is federally, provincially, regionally, and locally significant as the largest remaining bog in southern Ontario, and the only bog in the Niagara Peninsula watershed. It has been identified as a Key Biodiversity Area (KBA) by Birds Canada, recognizing it as one of the most important remaining places for biodiversity. The Wainfleet Bog is one of the six Landowner Outreach Areas (LOA) established in the Land Securement Strategy for more concentrated effort in the next 10 years to expand the conservation area and protect additional lands in that community.

Of the 41 NPCA conservation areas, 30 represent one of the three different wetland types found in the Niagara Peninsula watershed—swamp, marsh, bog—making these areas significantly important to the natural heritage, the flood storage capacity, groundwater recharge and watercourse baseflows in the watershed. While a few have small pockets or pieces that are wetland, many have significant sections of the conservation area in swamp, marsh, or bog.

The following are examples of NPCA conservation areas dominated by wetlands:

1. Baird Estate
2. Chippawa Creek
3. E.C. Brown
4. Eight Mile Creek
5. Gainsborough
6. Hedley Forest
7. Humberstone Marsh
8. Lathrop
9. Long Beach
10. OPG
11. Oswego Creek
12. Point Abino
13. Ruigrok Tract
14. Shriners Creek
15. Smith-Ness Forest
16. Two Mile Creek
17. Wainfleet Bog
18. Wainfleet Wetlands
19. Willoughby Marsh

4.1.3 Watercourses

There are several significant water courses in the Niagara Peninsula watershed, including the bi-national Niagara River, the Welland River, and Twelve Mile Creek—the only cold-water stream in the watershed. Niagara Parks owns and maintains over 1300 hectares of parkland along the entire length of the Niagara River from Fort Erie to Niagara-on-the-Lake, including lands along the Horseshoe Falls and the Niagara Gorge, therefore the NPCA does not own any lands on this important stretch of land. NPCA owns parcels along the Welland River, Black Creek, Twenty Mile Creek, Four Mile Creek, Twelve Mile Creek, and many other watercourses which help to conserve the floodplain functions, reduce erosion, improve water quality, mitigate flooding, protect headwaters, and contribute to habitat for local species. Twelve Mile Creek is the only cold-water stream in the Niagara Peninsula watershed and the only one capable of supporting a population of native Brook Trout. Conservation areas that contain or are adjacent to and supporting the function of local watercourses include:

1. Ball's Falls
2. Canborough
3. Chippawa Creek
4. E.C Brown

5. Eight Mile Creek
6. Jordan Harbour
7. Lathrop
8. Louth
9. Oswego Creek
10. Port Davidson
11. Rockway
12. St. John's Centre
13. St. John's
14. Stevensville
15. Two Mile Creek
16. Virgil Dam and Reservoir

4.1.4 Great Lakes Shoreline

The shorelines along Lake Ontario and Lake Erie are dynamic places, as they are in a state of constant flux. Shoreline areas are made up of an accumulation of detritus material such as sediment that is continually being transported and deposited by wave action, currents and wind. The composition of sediments varies from clay and silt to sand and gravel, to cobbles or even boulders. As a result, shorelines are constantly being shaped and re-shaped. These changes can range from a period of a few hours to days or even years and decades in response to the changes in waves, winds, water levels currents and the movement and accumulation of ice.

The Lake Erie and Lake Ontario shorelines are both important linkages to the Great Lakes watershed, invaluable as the source of drinking water for millions of people and home to a large variety of wildlife, plants, and insects. NPCA owns multiple conservation areas along the north shore of Lake Erie, and one along the south shore of Lake Ontario. Conservation areas along the Great Lakes include important ecosystem types that are regionally and provincially rare—including sand dunes, beach/bar, alvar, and tallgrass prairie, each of these home to significant flora and fauna species. Most of the Lake Ontario shoreline in the NPCA's watershed has been identified as a Key Biodiversity Area (KBA) by Birds Canada, further establishing the importance of this area to local biodiversity and vulnerable species. Several NPCA conservation areas have Great Lakes shorelines in their boundaries and further support and enhance these sensitive ecosystems. These include:

1. Jordan Harbour (Lake Ontario)
2. Lakewood (Lake Erie)
3. Long Beach (Lake Erie)
4. Morgan's Point (Lake Erie)

Further, NPCA conservation areas within 2 kilometres of Great Lakes shorelines include:

1. Baird Estate (Lake Erie)
2. Beamer Memorial (Lake Ontario)
3. Eight Mile Creek (Lake Ontario)
4. Point Abino (Lake Erie)
5. Two Mile Creek (Lake Ontario)
6. Wainfleet Bog (Lake Erie)
7. Wainfleet Wetlands (Lake Erie)

4.1.5 Carolinian life zone

The far south portion of Ontario is known as the Carolinian life zone, stretching from Toronto to Windsor and widely believed to be one of the most biodiverse and threatened ecosystems in Canada. The entire Niagara Peninsula watershed is within this zone. According to Carolinian Canada Coalition, this zone is home to one-quarter of Canadians but represents only 0.25 per cent of the landmass.

Due to the increasing growth pressures in the zone, it also has more rare and endangered wildlife than any other life zone in Canada. Starting in 1984 and culminating in 2005 with the Carolinian Canada Signature Sites guide, Carolinian Canada worked with leading ecologists in Ontario as well as local organizations, landowners, and community groups to identify the most critical unprotected natural areas in the Carolinian life zone. Today, many of the 38 Signature Sites identified are protected, or partially protected. NPCA owns 11 conservation areas that help protect all six Carolinian Canada Signature Sites found within our watershed (name of signature site is in brackets):

1. Baird Estate (Point Abino Peninsula Sandland Forest)
2. Ball's Falls (Jordan Escarpment Valley)
3. Beamer Memorial (Grimsby-Winona Escarpment and Beamer Valley)
4. Canborough (Caistor Canborough Slough Forest)
5. Jordan Harbour (Jordan Escarpment Valley)
6. Lathrop (Fonthill Sandhill Valley)
7. Point Abino (Point Abino Peninsula Sandland Forest)
8. Ruigrok Tract (Caistor Canborough Slough Forest)
9. St. John's Centre (Fonthill Sandhill Valley)
10. St. Johns (Fonthill Sandhill Valley)
11. Willoughby Marsh (Willoughby Clay Plain)

4.1.6 Federal 30x30 target

In 2022, the Federal government set the goal of conserving 30 per cent of Canada’s land and water by 2030 to tackle biodiversity loss and climate change, alongside more than 190 countries at the United Nations Conference of the Parties (COP15) to the Convention on Biological Diversity becoming a target of the Kunming-Montreal Global Biodiversity Framework and marking the biggest international conservation commitment to date. The Federal Department of Environment and Climate Change Canada has been tracking progress to meet this target and in July 2024 they released Canada’s 2030 Nature Strategy to “establish a shared vision and roadmap for halting and reversing biodiversity loss in Canada” to meet the goals and targets established by the Kunming-Montreal Global Biodiversity Framework.

The third target (T3) within this strategy—Canadian Protected and Conserved Lands 30 x 30—specifically outlines the status and next steps to achieve the 30 per cent protection goal, noting that this will be tracked by the Canadian Protected and Conserved Areas Database (CPCAD) and submitted to the World Database of Protected Areas annually. They note that the Federal government only manages about six per cent of the lands and freshwater in the country. Canada acknowledges that to meet T3, they will need to collaborate with many organizations and levels of government. To date, 12 NPCA conservation areas have met the required criteria to be counted towards T3 for a total of 1,622 hectares, and 16 additional conservation areas have been assessed and submitted for consideration. The 12 approved properties, evaluated in partnership with Ontario Nature, are all accessible to the public, except for Lathrop, and were assessed for their unique ecological characteristics and diverse ecosystems and determined to meet the strict national standards for biodiversity protection, qualifying them as Protected Areas. Not only do these areas contribute to local and provincial natural heritage and biodiversity conservation, but they are recognized as federally important for climate change mitigation and protection of species, habitats, ecosystem services, and people. Internationally, these lands also represent a collective effort towards global biodiversity conservation and a shared goal to combat the impacts of climate change.

As seen through the unique landscape in the Niagara Peninsula watershed—its important natural and cultural heritage areas, the Niagara and Onondaga Escarpments, several watercourses, wetlands, the bi-national Niagara River, and the shorelines for two Great Lakes— that NPCA conservation areas augment and protect natural heritage within the Niagara Peninsula watershed jurisdiction while contributing to provincial, federal and international conservation goals and targets.

4.2 Making Connections

NPCA is committed to making connections and integrating conservation areas with provincial, municipal, and other publicly accessible lands located within the Niagara Peninsula watershed. Map 5 provides an overview of lands owned by the province, local municipalities, and all publicly accessible lands within NPCA's jurisdiction to demonstrate how NPCA lands integrate and connect with these areas to support conservation and trail systems. It should be noted that the St. Lawrence Seaway lands (Federally owned), as well as Ontario Power Generation lands (Provincially owned) are not mapped for security and safety reasons though they are included in the write-up below because they are often connected natural corridors or contribute to natural heritage but not to public access.

4.2.1 Municipal Lands

There are 2 single-tier, 1 upper-tier and 12 lower-tier municipalities in the Niagara Peninsula watershed that own or manage publicly accessible lands. Most city-owned lands are open park areas with fewer natural features compared to NPCA Conservation areas but provide accessible greenspace for residents and sometimes act as linkages between natural areas and active transportation routes.

Some notable lands owned by local municipalities in the Niagara Peninsula watershed include Decew Falls and Morningstar Mill, Malcolmson Eco-Park, Fireman's Park, Fairview Cemetery, Port Robinson Eco-Park, Burgoyne Woods, and many more. Burgoyne Woods is an example of a larger municipal park, approximately 50 hectares, that includes both open space for picnics and activities, natural forested areas with walking trails, and a leash-free dog park.

In recent years, NPCA has launched the Trees for All program aimed at increasing the canopy cover in the Niagara Peninsula watershed through tree planting efforts with local municipalities and private landowners. Through this program, NPCA has collaborated with interested municipalities to identify significant sections of their lands that have the potential for restoration and naturalization efforts to work towards collective efforts and shared goals for increasing biodiversity, mitigating the impacts of climate change, reducing urban heat island effects, increasing natural cover, and overall improving the health of the watershed. This program exemplifies NPCA's commitment to working with other levels of government for the shared stewardship of the watershed ecosystem.

Based on the information in NPCA's Land Securement Strategy, the above-noted programs, and the map of municipal lands in the Niagara Peninsula watershed jurisdiction, there is a clear desire for municipal

partners and NPCA to work together to secure and protect additional lands that support the area's natural heritage system.

4.2.2 Provincial Lands

Within NPCA's jurisdiction, there are two provincially protected properties—Short Hills Provincial Park and Wainfleet Bog Conservation Reserve—in addition to lands owned by Ontario Power Generation and Niagara Parks. The Ontario Heritage Trust (OHT) has conserved several natural heritage properties within the Niagara Peninsula watershed.

4.2.2.1 Short Hills Provincial Park

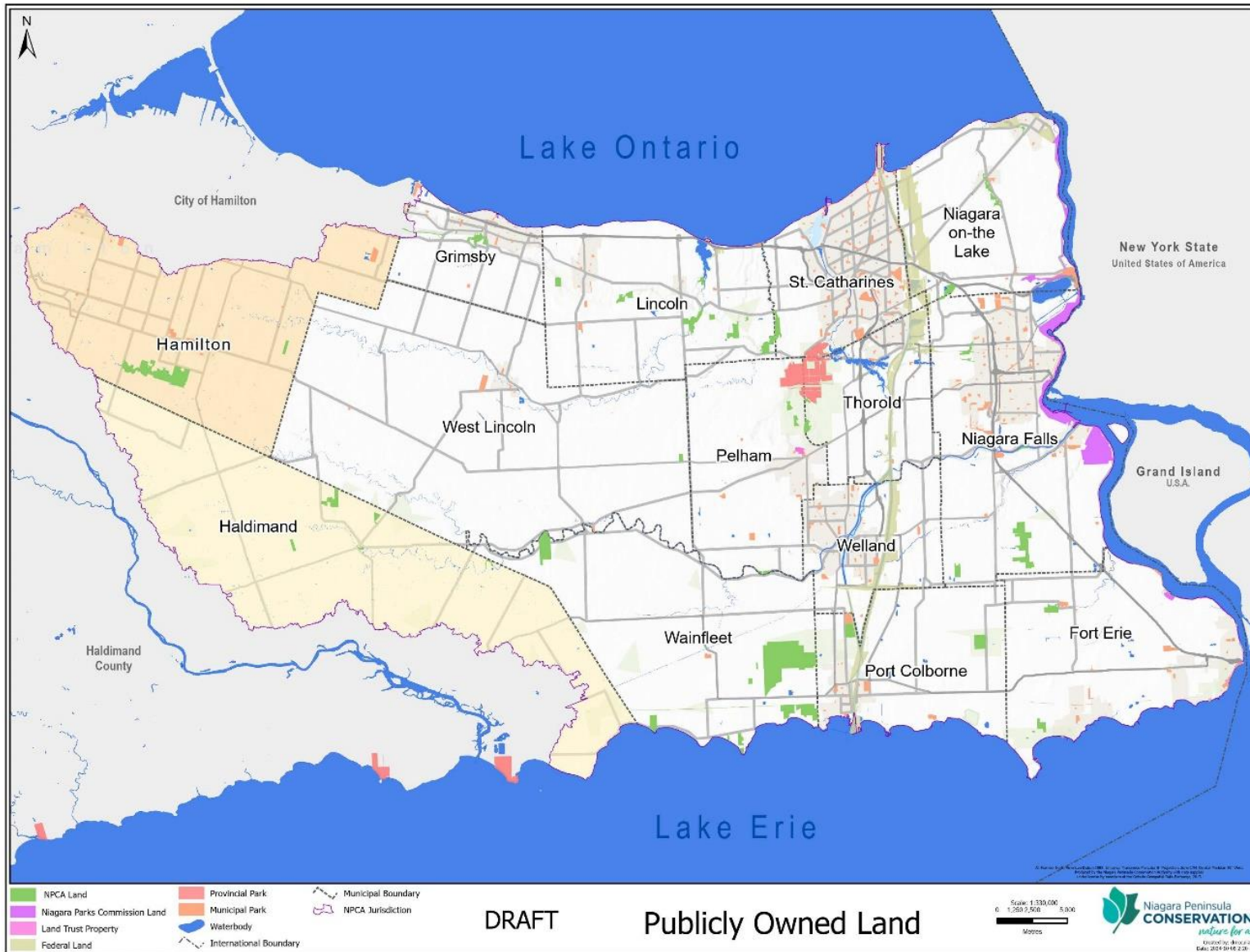
Short Hills Provincial Park is a 688-hectare natural environment class park on the southwest edge of St. Catharines, in the Regional Municipality of Niagara. The park provides protection for provincially significant life science and earth science features, notably Niagara Escarpment features and Carolinian forests. Short Hills is a Nodal Park in the NEPOSS. Nodal parks are intended to serve as key staging areas, interpretive centres for each section of the escarpment and major starting places for exploring other nearby parks.

Short Hills currently provides five scenic nature trails that are accessible to the public for the enjoyment of this park. It is designated as a non-operating park due to the limited amenities available to visitors. Short Hills is directly adjacent to the 34-hectare Camp Wetaskiwin which is owned and operated by Scouts Canada, and near another 20-hectare parcel owned by Hamilton Naturalists' Club known as the Short Hills Nature Sanctuary. It is further augmented by NPCA's St. John's Centre and connected through forested natural features to Lathrop and St. John's conservation area. NPCA conservation areas augments this Provincial Park by increasing the amount of protected area, widening the buffer and interior habitats, preserving important headwaters of Twelve Mile Creek, and maintaining forest cover to prevent erosion in this unique cold-water sub-watershed.

4.2.2.2 Wainfleet Bog Conservation Reserve

The Wainfleet Bog Conservation Reserve is a 230-hectare property that makes up part of the larger Wainfleet Bog PSW complex, the largest peatland area remaining within the Carolinian region of Ontario. "The ANSI portion of the reserve provides habitat for approximately 283 species of vascular plants. A total of 52 species of birds have been observed recently within the reserve or in the immediate vicinity, of which 30 species are believed to be breeding. Among the vascular plants, 11 species are provincially significant.

Map 5: Map of publicly-owned lands



It is also habitat for three provincially significant species of reptiles (eastern massasauga rattlesnake, spotted turtle, and black rat snake) and five provincially significant birds (yellow-breasted chat, least bittern, tufted titmouse, short-eared owl, and white-eyed vireo).” (Ontario website: <https://www.ontario.ca/page/wainfleet-bog-conservation-reserve-management-statement>)

The Wainfleet Bog Conservation Reserve is an integral part of the larger Wainfleet bog protected area owned and managed by the NPCA and the Nature Conservancy of Canada. Together these lands protect and manage a very important natural feature that holds provincial, federal and local significance and supports the international biodiversity and climate change goals agreed to at COP15.

4.2.2.3 Niagara Parks

Niagara Parks (formerly known as Niagara Parks Commission) is a self-financed agency of the Provincial Ministry of Tourism, Culture, and Gaming. They own a total of 1325 hectares of land along an important stretch of the Niagara River, including the Niagara Gorge, the Horseshoe Falls, and Dufferin Islands, for 56 kilometres between Lake Erie and Lake Ontario with at least one third maintained and managed as natural area. In recent years, Niagara Parks has committed to increasing the native shoreline vegetation from 35 per cent cover to over 75 per cent cover and setting a goal to increase canopy cover to 35 per cent to further protect the shoreline and improve biodiversity on their lands. The Niagara River area has been identified as an Important Bird Biodiversity Area by Birds Canada, and represents important migratory, seasonal, and permanent habitat for many native species. The NPCA has worked in collaboration with Niagara Parks for many years to improve habitat and shoreline ecosystems along the Niagara River as part of the Niagara River Remedial Action Plan. The efforts by Niagara Parks and their partners, including NPCA, are complimentary to the restoration and management efforts for the Niagara River through the Remedial Action Plan, a bi-national agreement between Canada and the United States. Creating linkages or enhancing existing ones between NPCA and Niagara Parks greenspace, especially through opportunities like the Niagara Geopark, are excellent examples of the benefits of connecting public greenspace.

4.2.2.4 Ontario Power Generation

Ontario Power Generation (OPG) is wholly owned by the Province of Ontario. OPG lands are important natural areas, often along watercourses or canals, and OPG has worked with NPCA and other partners to restore and manage some sections for habitat and biodiversity improvements though most are not accessible to the public for safety and security reasons. One property is adjacent to Decew Falls—Morningstar Mill which is owned by the City of St. Catharines and adjacent to Short Hills Provincial Park. OPG lands, though they do not typically augment public access to natural areas, may offer opportunities for land transfers or management agreements that enhance greenspace access managed by NPCA. Even those completely inaccessible spaces still contribute to the natural cover, habitat value, and biodiversity goals of other organizations and agencies.

4.2.3 Federal Lands

There are a few parcels of federally owned land in NPCA's jurisdiction, most notable from a natural heritage perspective are lands known as Lakeshore properties or Niagara Shores, along the shoreline of Lake Ontario east of Four Mile Pond, in the Town of Niagara-on-the-Lake administered by Parks Canada. This area is accessible to the public for natural and heritage appreciation and is designated a National Historic Site. There are small parcels of land that are federally owned in the watershed, mostly historic heritage sites related to the War of 1812 (e.g. Fort George National Historic Site). Additionally, there are federal lands owned by the St. Lawrence Seaway Authority that are contributing to natural heritage, biodiversity, and habitat locally, but most are not publicly accessible for safety and security reasons with the exception of sanctioned trails and walking paths. Federal sites also present opportunities for joint management or cooperative efforts to generate greater access to greenspace. Some sites may also present opportunities to augment natural heritage features through management or restoration of critical shoreline habitats like bluffs and Carolinian forests.

4.2.4 Land Trusts

The Nature Conservancy of Canada (NCC) owns one parcel of land called the Lathrop Nature Preserve, located in the Town of Pelham at the headwaters of Twelve Mile Creek, the only cold-water stream in the Niagara Peninsula watershed, and home to the only self-sustaining population of Brook Trout in Niagara. More than 100 years ago, a railway bisected the property creating a dam in Twelve Mile Creek and creating two artificial ponds on the property. Today, the former railway berm is a publicly accessible trail connecting the Lathrop property to Marlene Stewart Streit Park (municipally owned by the Town of Pelham), and the downtown core of Fonthill. The NCC Lathrop property is less than two kilometres from NPCA's St. John's Conservation Area and one of the two parcels that make up NPCA's Lathrop Conservation Area. There are many opportunities in this area to connect and create linkages between the NCC Lathrop property, NPCA's Lathrop parcels, Short Hills Provincial Park, and two other NPCA conservation areas—St. John's and St. John's Valley Centre.

Most land trusts are primarily focused on securing natural heritage lands to protect significant ecological features; therefore, it is important for NPCA to continue collaboration with land trusts to further its conservation goals through land securement. Several land trusts operate within the watershed jurisdiction of the NPCA including the Bruce Trail Conservancy (BTC), Niagara Land Trust (NLT), NCC, Ontario Heritage Trust (OHT), Head-of-the-Lake Land Trust (HLLT), managed by Hamilton Naturalists' Club, and Ontario Nature. Other land trusts that NPCA could work with to further augment protected areas in the watershed include Ducks Unlimited Canada, Niagara Escarpment Biosphere Conservancy, and Ontario Farmland

Trust. To date, land trusts have secured more than 240 hectares in NPCA's jurisdiction. This number is expected to rise but most land trusts are not actively securing more land in the watershed.

4.2.5 Trail Systems

Trails have been a defining feature of the Niagara Peninsula landscape since time immemorial and there is a significant network of trails throughout NPCA's jurisdiction that are owned and managed by municipalities, regional government, Bruce Trail Conservancy, or other organizations and agencies. National trends overwhelmingly indicate a growing demand for trails and in addition to the large network of sanctioned trails, there is likely a sizeable network of unsanctioned and unmanaged trails made by people who want additional opportunities to walk, hike, or bike in their community or neighbourhood.

The Bruce Trail is more than 890 kilometres long, with an additional 400 kilometres of side trails, that runs along the Niagara Escarpment from the Niagara River to Tobermory, managed and protected by the Bruce Trail Conservancy (BTC). There are two sections of their extensive trail network in the Niagara Peninsula watershed - the Niagara Section and the Iroquoia Section. The very first blaze of what was to become the Bruce Trail was placed on the farm of Derby Bucknall by members of the Niagara Escarpment Trail Council in 1962, which is now part of NPCA's Cave Springs Conservation Area. Many sections of the Bruce Trail run through NPCA conservation areas, or connect to NPCA hiking trails, while others are on private land or part of other protected areas like Short Hills Provincial Park. Since 2017, Plenty Canada, along with a network of allies, has been working on the Great Niagara Escarpment Indigenous Cultural Map to document, celebrate, and safeguard important Indigenous heritage resources along the Bruce Trail, and on the Greenbelt Indigenous Botanical Survey which both include NPCA conservation areas within the Niagara Escarpment.

Other significant trails in the Niagara Peninsula watershed include the Niagara River Recreational Trail owned and managed by Niagara Parks, the Great Lakes Waterfront Trail (Waterfront Trail), Trans Canada Trail, Welland Canals Parkway, the Friendship Trail, the Greenbelt Loop, Laura Secord Legacy Trail, Upper Canada Heritage Trail, and the Short Hills Provincial Park trail system. The Chippawa Trail—part of Trans Canada Trail, connects Niagara to Haldimand, Hamilton, and beyond.

The Welland Canals Parkway is an important connecting route between the south and north ends of the Niagara Peninsula running between Port Colborne and St. Catharines, with the Friendship Trail connecting the Welland Canals Trail to the Niagara River Recreational Trail.

Several important local trails are managed and maintained by local municipalities and provide important recreational opportunities for local community members and visitors to enjoy. Some are shorter local trails

while others are important arteries to larger trail networks like Bruce Trail or the Waterfront Trail or can be connections between neighbouring municipalities like the Friendship Trail between Fort Erie and Port Colborne, or the Steve Bauer Trail between Welland and Pelham.

Based on the assessment, and as demonstrated in Map 6 it is evident that there is an extensive network of trails in the Niagara Peninsula watershed, with potential for additional connections and linkages that could be supported by NPCA's Land Securement Strategy, Strategic Plan, CA Strategy goals, and partnerships with local municipalities, land trusts, conservation groups, and the Bruce Trail Conservancy. There is interest from several parties, including the Niagara Geopark, in establishing one map or source of information for all the trails in the Niagara Peninsula watershed and looking for opportunities to enhance and create connectivity.

4.2.6 NPCA Trails

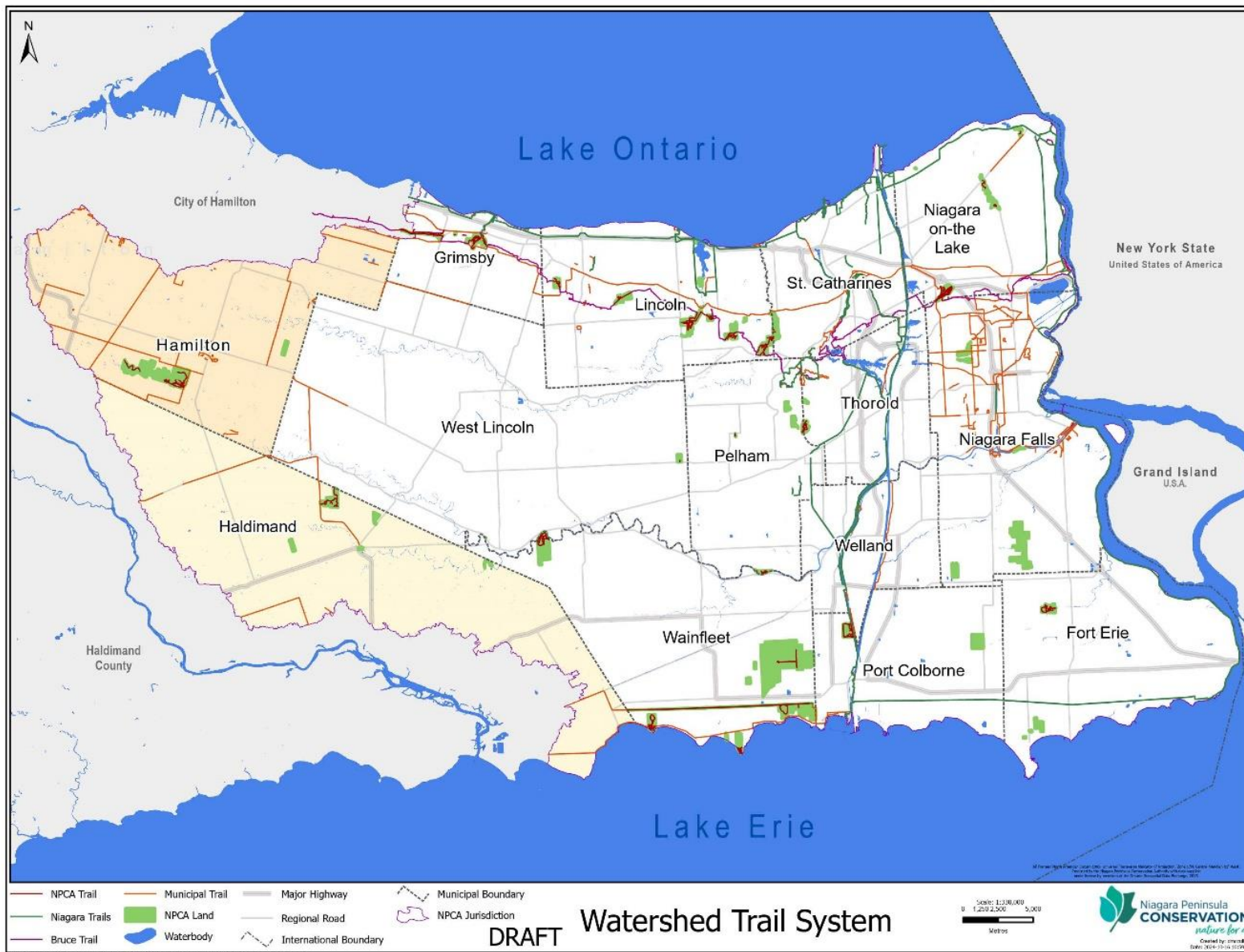
TNPCA owns and manages more than 200 kilometres of trails on 24 properties. These trails are one of the most important ways NPCA connects the community to natural and cultural heritage—providing opportunities for recreation, active transportation, healthy living, education, community science, and nature appreciation.

Some of NPCA's conservation areas provide direct connections to other existing trail networks in the watershed. For example, the Trans Canada Trail includes a section of NPCA's Gord Harry Trail which connects to Wainfleet Wetlands Conservation Area, and overlaps with the Laura Secord Legacy Trail, Friendship Trail, and the Niagara River Recreational Trail. The Waterfront Trail section in NPCA's jurisdiction runs along the north shore of Lake Erie, up the Niagara River via the Niagara River Recreational Trail, and across the southern shore of Lake Ontario including a loop through Jordan Harbour and Ball's Falls conservation areas. The Waterfront Trail maps note important NPCA conservation areas that are near or along the trail including Wainfleet Wetlands, Morgan's Point, Gord Harry Trail, Long Beach, and the Wainfleet Bog.

Additionally, the Bruce Trail links several NPCA trails along the Niagara Escarpment and connects NPCA conservation areas to other notable trails in Short Hills Provincial Park, as well as Decew Falls—Morningstar Mill, and Mel Swart Park in Thorold.

From the CA Strategy trail connection and potential linkages assessment, it is clear that there are many opportunities for further connections between NPCA conservation areas and local trails and parks and these opportunities are supported by the goals and objectives of the CA Strategy, the Land Securement Strategy, and NPCA's Strategic Plan.

Map 6: Trail network in NPCA watershed



5.0 CONSERVATION AREA LAND USE CATEGORIES

Section 10 (1) 4. Of O. Reg 686/21 requires all Conservation Authorities to establish land use categories to classify lands in the land inventory based on the types of activities that are engaged in on each parcel of land or other matters of significance related to the lands.

To guide the management and use of all conservation areas, NPCA has adopted four land use categories for the CA Strategy, developed with guidance from Conservation Ontario and the Conservation Authorities Act. A primary land use category has been applied to each NPCA conservation area, and where necessary, subsequent secondary or tertiary categories will be added through management plans. It should be noted that while there are different land use categories, the overall goal for all NPCA conservation areas is protection and management, other uses such as active or passive recreation should be considered complementary to this overarching purpose and should not negatively impact that natural functions, biodiversity, or protection of these areas.

1. Conservation Area – Active Recreation

These conservation areas may contain facilities, infrastructure, specialized equipment, and staff support for activities and programs available to the public.

2. Conservation Area – Passive Recreation

These conservation areas may contain facilities and infrastructure that support passive recreation activities for an individual or group that only require minimal equipment and do not require staff support.

3. Natural Heritage

The primary land use is natural heritage protection or natural hazard conservation. These are conservation areas with limited facilities and access but may have hiking trails and small parking lots.

4. Administration Area

These conservation areas contain administration buildings for NPCA staff for land management, programs, and services but are not generally accessible or used by the public.

An overview of how the land use categories were applied in the NPCA Land Inventory, the number of properties owned by the NPCA, and examples of permitted uses or programs is provided below.

As noted in previous sections of the CA Strategy, the NPCA is committed to updating or creating management plans for all its conservation areas, as identified in NPCA's Strategic Plan. Following the approval of the CA Strategy, NPCA will continue the process of updating management plans for the management and operation of conservation areas based on the identified goals and objectives to ensure that tasks, budgets, projects and workplans are aligned with the guidance and framework of the CA Strategy.

Table 3: NPCA Conservation Area Land Use Categories

| LAND USE CATEGORY | # OWNED | EXAMPLES OF PROGRAMS OR PERMITTED ACTIVITIES | NPCA CONSERVATION AREAS IN THIS CATEGORY |
|---|---------|---|---|
| Conservation Area - Active Recreation | 4 | Education programs Camping Tree-top Trekking | Ball's Falls Binbrook Chippawa Creek Long Beach |
| Conservation Area - Passive Recreation | 8 | Hiking Birdwatching Nature observation Walking | Beamer Cave Springs Gord Harry Trail Morgan's Point Rockway Ruigrok Tract St. John's Woodend |
| Natural Heritage | 27 | Hiking Birdwatching Nature observation Walking | Baird Estate Binbrook Tract Canborough Comfort Maple E.C. Brown Eight Mile Creek Hedley Forest Humberstone Marsh Jordan Harbour Lakewood Lathrop Louth Mountainview Mud Lake OPG Oswego Creek Point Abino-McGowan Point Abino-Philips Port Davidson Shriner's Creek Smith-Ness Forest Stevensville Two Mile Creek |

| | | | |
|----------------------------|---|---|---|
| | | | Virgil Dam and Reservoir Wainfleet Bog Wainfleet Wetlands Woolverton |
| Administration Area | 2 | Land Care team HQ Education programs | Gainsborough St. Johns Centre |

6.0 PUBLIC ENGAGEMENT

A comprehensive communications and engagement strategy was developed in the early stages of the project, outlining a multi-channel approach and combination of traditional and digital tools and methods for informing and engaging a wide range of internal and external audiences.

NPCA sought to engage Indigenous partners and peoples, partner municipalities, residents, local interest groups, conservation area users, business owners, members of the agriculture, environment, planning, development, tourism, and education sectors, and the public within the Niagara Region, Haldimand County, and the City of Hamilton.

Communication and engagement tactics were tailored to these audiences and for each of the three phases of the CA Strategy project:

- Phase One (September): Initiate Process & Collect Feedback
- Phase Two (October-November): Check-in & Validate
- Phase Three (December): Launch & Release

Guided by the Strategic Plan, NPCA staff collaborated on a discussion paper that outlined the vision for the operation and maintenance of conservation areas and lands, as well as the process for drafting the strategy. The discussion paper was shared on the Get Involved NPCA portal, which served as the central hub offering supporting materials and resources available for review and download, and several online engagement tools.

- Survey Tool: A 10-minute survey was designed to gather community input on the proposed goals and objectives developed by NPCA staff.

- **FAQ Tool:** Identified 13 questions and provided clear and concise answers to these common inquiries and concerns from the community.
- **Questions:** This tool provided a space for community members to ask questions for staff response.

Key outreach efforts included a Public Information Centre (PIC), stakeholder meetings, direct emails, and targeted social media campaigns. The use of both in-person and online engagement opportunities helped ensure accessibility for diverse audiences and broad participation.

A strong focus was also placed on proactive communication, using media releases, social media, and print advertising to keep the public informed of the many opportunities for engagement. NPCA was successful in obtaining earned media exposure from key media partners such as Niagara Dailies, Village Media, and YourTV Niagara.

| Key Tools & Tactics | Results (Ongoing until November 1) |
|---|--|
| Get Involved NPCA – online engagement portal | 971 web visits |
| On-line Survey | 54 responses |
| Hybrid Public Information Centre + video | 23 registrations 9 attended virtually 4 attended in-person 57 video views |

NPCA staff, the Board of Directors, and the Public Advisory Committee (PAC) played an essential role in shaping the Conservation Area Strategy. Staff, as the experts on the ground, had opportunities to share their insights and feedback through virtual meetings, emails, and discussions. Their daily experience and expertise served as a vital sounding board for the project. The Board and PAC were updated regularly, and they provided valuable input, with PAC members also helping to share information and encourage feedback within their communities and networks.

Survey & Results

The survey launched on September 6 to encourage the public, partners, staff, and any other interested parties to provide feedback and comments on the CA Strategy. The main goal of the survey was to obtain feedback on the five draft goals and objectives developed by the project team and informed by staff and

the Strategic Plan. Survey results show strong public support for the proposed goals as per breakdown below.

- Protection and Management (98% agree)
- Greenspace Access and Connectivity (93% agree)
- Sustainability and Enhancement (96% agree)
- Climate Change Adaptation and Mitigation (91% agree)
- Engagement and Collaboration (91% agree)

Participants were asked to rank the goals from most important to least important (1 = most important, 5 = least important) and the results were as followed:

1. Protection and Management
2. Sustainability and Enhancement
3. Greenspace Access and Connectivity
4. Climate Change Adaptation and Mitigation
5. Engagement and Collaboration

Participants identified additional themes like invasive species management, biodiversity protection, access to nature, and suggestions of limiting access at some conservation areas for the protection of natural areas and species.

Indigenous Engagement

Information about the CA Strategy was shared with local First Nations, Indigenous partners and community through email. The list of contacts included local First Nations whose Traditional Territory and/or Treaty Lands are within the NPCA watershed jurisdiction, as well as the Niagara Region Métis Council, Friendship Centres, Indigenous representatives on NPCA's PAC, and local Indigenous businesses and organizations. Outreach and engagement with these partners will continue as conservation area specific management plans are developed.

Public Information Centre

NPCA hosted a hybrid PIC on September 24, which was live-streamed and shared on the YouTube channel for individuals who were not able to attend. A presentation on the CA strategy was delivered focused on the process, requirements from the CA Act, timelines, programs and services, land use categories, and the draft goals and objectives. A question-and-answer period followed, and in-person and online attendees posed questions to NPCA staff. Attendees were encouraged to visit the Get Involved NPCA portal to fill out the survey and provide additional feedback after the meeting. A total of 23 people registered

for the PIC, with four people attending in person and 9 attending online. The YouTube live stream received 42 views to date.

Draft CA Strategy

Moving forward into Phase Three, the plan emphasizes a consistent feedback loop, with opportunities for a 3-week commenting period for the draft strategy, as well as involvement from NPCA's board and staff. The timeline culminates in a final strategy release, ensuring the community has been engaged and informed at each stage of the project.

Following the initial round of public engagement, NPCA analyzed and incorporated community feedback received through the survey, PAC member comments, and the PIC to refine the goals and objectives of the CA Strategy and proceed to a draft.

7.0 PERIODIC REVIEW

Ontario Regulation 686/21 requires a process for the periodic review and updating of the Conservation Area Strategy including procedures to ensure stakeholders, and the public are consulted during the review and update process. NPCA will review the CA Strategy within a year of a new Strategic Plan to determine if the goals and objectives need to be updated. If an updated CA Strategy is required, a public engagement and consultation process like the one described in Section 6 will be undertaken to ensure the watershed community is aware, informed, and involved-in the opportunities to provide feedback and participate in the update of the CA Strategy. A review of the CA Strategy may also be required if directed by the NPCA Board of Directors.

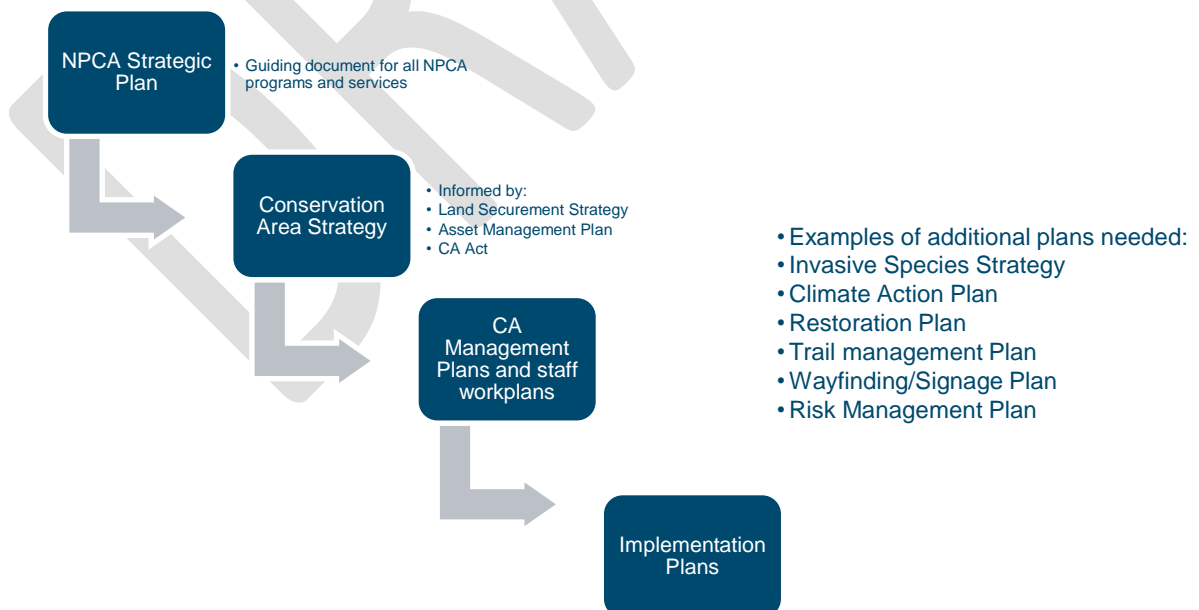
8.0 FUTURE CONSIDERATIONS

NPCA is an important environmental resource management organization - providing access to incredibly beautiful natural areas, leading educational and stewardship programs, and being a trusted source of scientific information and guidance to our partners and the community while protecting people and property from natural hazards, protecting drinking water sources, and restoring the watershed for the benefit of all who live here. NPCA recognizes that our organization must remain flexible and adaptable to change over the next decade. We continue to navigate and respond to changes to the CA Act, prioritizing the transition and legislative requirements as we continue to revitalize NPCA. Furthermore, we understand that the Niagara peninsula watershed will experience growth, intensification, and extreme weather

impacts, as well as a tremendous need for greenspace. We look forward to continuing to work with our communities, partner municipalities, conservation heroes, and our Board and staff to operationalize and implement the goals and objectives of the CA Strategy.

Collectively, NPCA Strategic Plan, Land Securement Strategy, and CA Strategy will guide our actions for accomplishing the goals and objectives outlined in this document while working toward our vision of *Nature for all*. Our mission to create a common ground for conservation-inspired action and accountability to nature is exemplified through our work every day as we develop management plans, action plans, and workplans to operationalize the CA Strategy.

The assessment of NPCA’s conservation areas in the context of the watershed natural heritage features, and the network of trails has highlighted the opportunities that exist to augment and create linkages between natural areas, trails, and other publicly accessible lands. These opportunities are supported and aligned with the NPCA Strategic Plan, Land Securement Strategy and the goals and objectives found in Section 2.2 of the CA Strategy. As NPCA moves towards implementation and the development of priority-specific plans (e.g. Invasive species strategy, restoration plans), these items will be prioritized based on future workplans, budgets and aligned with all relevant internal plans and policies (e.g. asset management plan). Development of management plans for each of the 41 conservation areas will take years to complete, but each will be guided by the goals and objectives of the CA Strategy. Each management plan will have their own engagement plan throughout the design and implementation stages to ensure that there is public support and understanding for each conservation area plan.



Continued commitment and support of the NPCA Board of Directors, staff, and all our partners in conservation will help to move us forward into the future to ensure a resilient watershed will be available for future generations, and for those that don't always have a voice at the table but deserve biodiverse and healthy natural areas to call home (plants, animals, insects). The NPCA is thankful for the continued friendship and collaboration with landowners, municipal partners, friends of groups, conservation clubs, watershed residents, conservation area users, local businesses, farmers, and school boards for working with us, being stewards of nature and the environment, and for your passion and for the appreciation you have for the beautiful Niagara Peninsula watershed, the life source for all who live here.

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9.0 RESOURCES

Bruce Trail Conservancy - <https://brucetrail.org/>

Canadian Protected and Conserved Areas Database - <https://www.canada.ca/en/environment-climate-change/services/national-wildlife-areas/protected-conserved-areas-database.html>

Conservation Authorities Act <https://www.ontario.ca/laws/statute/90c27>

Conservation Ontario Guidance on the Conservation Authority Mandatory Conservation Area Strategy, 2022. (Document)

Conservation Ontario <https://conservationontario.ca/>

Escarpment Biosphere Conservancy <https://escarpment.ca/>

Great Lakes Waterfront Trail - <https://waterfronttrail.org/>

Greenbelt Plan - <https://files.ontario.ca/greenbelt-plan-2017-en.pdf>

<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=33077>

Mississauga of the Credit First Nation - <https://mncfn.ca/>

Niagara Agriculture Profile report (Sept 2023)

Niagara Escarpment Biosphere Network <https://nebnetwork.org/>

Niagara Escarpment Plan - https://files.ontario.ca/appendix_-_niagara_escarpment_plan_2017_-_oc-10262017.pdf

Niagara Geopark <https://www.niagarageopark.com/>

Niagara Parks <https://www.niagaraparks.com>

NPCA Land Securement Strategy 2022-2032 (Document)

NPCA Strategic Plan 2021-2031 https://npca.ca/images/uploads/common/Strat_Plan_-_2021-31_Web.pdf

NPCA Watershed Report Card https://npca.ca/images/uploads/common/WRC_NPCA_2023_-_CO.pdf

Six Nations of the Grand River First Nation - <https://www.sixnations.ca/>

Trans Canada Trail <https://tctrail.ca>

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Appendix 1: NPCA Inventory of Programs and Services

| NPCA Inventory of Programs and Services | | | | | | | | 01-Sep-23 | |
|--|------------|---|----------------------------|---|----------------------|------------------|--|---------------------------------|--|
| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
| Natural Hazard Management | | | | | | | | | |
| Protecting people and properties from flood, erosion, and other natural hazards. | | | | | | | | | |
| Flood Forecasting and Warning | 301 | | | | | \$236,100 | Municipal levy - 73% Provincial - 27% | N/A | Goal 1.1 Goal 1.2 Goal 2.3 Goal 4.2 |
| | | Delivery of accurate, real-time information for flood forecasting, warning, and messaging | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | | |
| | | Water quantity monitoring specific to flood forecasting and warning | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | | |
| | | Climate monitoring | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | | |
| Flood and Erosion Management | | | | | | \$347,794 | Municipal levy - 70% Provincial - 30% Self-generated - TBD | | Goal 1.1 Goal 1.2 Goal 2.3 Goal 4.2 |
| <i>Note: Cost may vary; estimate does not capture ice management or flood and erosion mitigation projects. Current floodplain mapping is subsidized by self-generated revenues and federal funding grants.</i> | | | | | | | | | |
| | | Management and monitoring of riverine erosion across the watershed jurisdiction | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Ice management (new) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Floodplain mapping | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Flood and erosion risk and mitigation studies (new; other than shoreline) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Operation and maintenance of NPCA flood and erosion control infrastructures | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Flood and erosion hazard mitigation projects (NPCA owned and upper/single tier) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Flood and erosion hazard mitigation projects - Fee for Service | 2,3 | Services provided under MOU or other agreement in support of municipal flood and erosion control and remediation projects | s.21.1.1 s.21.1.2 | | | MOU required on a project basis | |

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|---|------------|---|----------------------------|---|----------------------|--------------------|---|---------------------------------|--|
| Shoreline Hazard Management | 329 | | | | | \$196,178 | Municipal levy - 100% Self-generated - TBD | | Goal 1.2 Goal 2.2 |
| | | Shoreline management plans update | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Integration of natural hazard management with overall shoreline climate resiliency and watershed resource management to respond to climate change risk and vulnerability (new) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Flood and erosion hazard mitigation projects (NPCA owned and upper/single tier) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Flood and erosion hazard mitigation projects - Fee for Service | 2,3 | Services provided under MOU or other agreement in support of municipal flood and erosion control and remediation projects | s.21.1.1 s.21.1.2 | | | MOU required on a project basis | |
| Environmental Planning and Policy | 345 | | | | | \$429,145 | Municipal levy - 56% Provincial 3% Self-generated - 41% | | Goal 1.2 Goal 2.1 Goal 5.3 |
| | | Review and commenting on proposals, applications, or other matters under the Federal and Provincial Environmental Assessment Acts related to s. 28 and natural hazards | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Review and process s. 28 permit applications related to public infrastructure (e.g. Hydro One, Enbridge, Bell, municipal, DART protocol) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Class Environmental Assessment for Flood and Erosion Control Projects | 2 | Services provided under MOU or other agreement in support of municipal flood and erosion control and remediation projects | s.21.1.1 | | | MOU required on a project basis | |
| Planning and Permitting | 361 | | | | | \$622,759 | Municipal levy - 40% Provincial - 4% Self-generated - 56% | N/A | Goal 1.2 Goal 2.1 Goal 5.3 |
| | | Review and commenting on proposals, applications, or other matters under the Planning Act, Niagara Escarpment Act, and Aggregates Resources Act related to s. 28 and natural hazards | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | | |
| | | Review and process s. 28 permits (not related to public infrastructure) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | | |
| Compliance and Enforcement | 371 | Investigation and enforcement of regulatory compliance under s.28 | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | \$643,375 | Municipal levy - 40% Self-generated - 60% | N/A | Goal 1.2 |
| Natural Hazard Management - Total | | | | | | \$2,475,351 | | | |
| Watershed Resource Management and Climate Change | | Programs and services to understand the current conditions, cumulative impacts, and risks to watersheds. Strategies and measures to protect, enhance, and restore watersheds toward creating healthy and climate-resilient watersheds. | | | | | | | |
| Watershed-based Resource Management Strategy | NEW | Development and implementation of the strategy, including compiling existing resources, management plans, watershed plans, studies, and data | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | NEW | Municipal levy - 100% | N/A | Goal 1.1 Goal 1.2 Goal 1.3 Goal 2.2 Goal 4.1 Goal 4.2 |

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref | |
|---|--------------------|---|----------------------------|---|------------------|------------------|--|--------------|---|--|
| Watershed and Sub-watershed Resources Planning | 343 | | | | | \$375,210 | Municipal levy - 59% New MOU's - 41% | | Goal 1.1 Goal 2.2 Goal 4.1 | |
| | | Updates to NPCA watershed plans | 1 | Programs and services as determined by NPCA related to watershed-based resource management | s.21.1.2 | | | N/A | | |
| | | Sub-watershed-level assessments and analyses (e.g., water budgets, catchment assessment, non-point source modelling, groundwater modelling, and systematic conservation monitoring) | 1 | Programs and services as determined by NPCA related to watershed-based resource management | s.21.1.2 | | | | N/A | |
| | | Determine the cumulative watershed impacts from natural resource inventory and resource assessment studies | 1 | Programs and services as determined by NPCA related to watershed-based resource management | s.21.1.2 | | | | N/A | |
| | | Develop and maintain recommendations and guidelines to assist in the management of watershed natural resources | 1 | Programs and services as determined by NPCA related to watershed-based resource management | s.21.1.2 | | | | N/A | |
| | | Provide data and technical analysis to inform sub-watershed and quaternary planning for growth areas | 2 | Municipal programs and services provided under MOU or other agreement in support of municipal sub-watershed and quaternary planning | s.21.1.1 | | | | MOU required on a project basis | |
| Water Monitoring (surface and groundwater) | 265 217 | | | | | \$388,600 | Municipal levy - 50% Self-generated - 50% | | Goal 1.1 Goal 1.3 Goal 4.1 Goal 4.2 | |
| | | Provincial water quality monitoring network | 1 | Programs and services related to the risk of natural hazards as it relates to the Provincial monitoring programs | s. 21.1(1) | | | N/A | | |
| | | Local water quality monitoring program | 3 | Programs and services as determined by NPCA related to water monitoring beyond the Provincial monitoring programs | s.21.1.2 | | | | MOU for each benefiting municipality required | |
| | | Benthic macroinvertebrate monitoring program | 3 | Programs and services as determined by NPCA related to water monitoring beyond the Provincial monitoring programs | s.21.1.2 | | | | MOU for each benefiting municipality required | |
| | | Stream temperature monitoring program | 3 | Programs and services as determined by NPCA related to water monitoring beyond the Provincial monitoring programs | s.21.1.2 | | | | MOU for each benefiting municipality required | |
| | | Provincial groundwater monitoring network | 1 | Programs and services related to the risk of natural hazards as it relates to the Provincial monitoring programs | s. 21.1(1) | | | | N/A | |
| | | Local groundwater monitoring network | 3 | Programs and services as determined by NPCA related to water monitoring beyond the Provincial monitoring programs | s.21.1.2 | | | | MOU for each benefiting municipality required | |

NPCA Inventory of Programs and Services

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|-------------------------------|------------|---|----------------------------|---|------------------|------------------|---|---|--|
| | | Water quality monitoring on NPCA-owned lands in support of land management plans | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | s. 21.1(1) | | | N/A | |
| | | Water quality monitoring in support to municipal programs and services (e.g. stormwater quality monitoring) | 2 | Municipal programs and services provided under MOU or other agreement related to water quality monitoring | s.21.1.1 | | | MOU required on a project basis | |
| | | Well water decommissioning program | 3 | Programs and services as determined by NPCA related to water monitoring beyond the Provincial monitoring programs | s.21.1.2 | | | MOU for each benefiting municipality required | |
| Ecological Monitoring | 119 | | | | | \$116,150 | Municipal levy - 100% | | Goal 1.1 Goal 1.4 Goal 2.2 |
| | | Flora, fauna, and wetlands monitoring in support of watershed resource management programs and policy development | 3 | Programs and services as determined by NPCA related to water monitoring beyond the Provincial monitoring programs | s. 21.1.2 | | | N/A | |
| | | Ecological monitoring on NPCA-owned lands in support of land management plans | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | s. 21.1(1) | | | N/A | |
| | | Ecological monitoring in support to municipal programs and services (e.g. planning for growth areas) | 2 | Municipal programs and services provided under MOU or other agreement related to ecological monitoring | s.21.1.1 | | | MOU required on a project basis | |
| Ecological Restoration | 227 | | | | | \$438,270 | Municipal levy - 75 % Self-generated - 25% Cost apportionment MOU's required | | Goal 1.3 Goal 1.4 Goal 3.2 Goal 4.1 Goal 4.2 |
| | | Internal restoration services related to conservation area land management plans | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | S.21.1(1) | | | N/A | |
| | | Internal restoration services to support NPCA programs and services (e.g. review of s. 28 permit applications and compliance and enforcement, informing land securement strategy implementation) | 1 | Programs and services related to the risk of natural hazards | S.21.1(1) | | | N/A | |
| | | Watershed restoration services to lead and support external ecological restoration projects, plans and strategies with municipal and private partners, including habitat creation and enhancement projects, Class Environmental Assessment (EA) flood and erosion control projects, invasive species management, and other fee-for-service opportunities. | 2 | Municipal programs and services provided under MOU or other agreement related to ecological restoration programs | s.21.1.1 | | | MOU required on a project basis | |
| | | Restoration grant program | 3 | Programs and services as determined by NPCA related to ecological restoration | s.21.1.2 | | | MOU for each benefiting municipality required | |

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|---|--------------------|---|----------------------------|--|------------------|--------------------|--|---|--|
| Community Engagement and Stewardship | 123 | | | | | \$168,905 | Municipal levy - 75% Self-generated - 25% | | Goal 3.2 Goal 4.1 Goal 4.2 |
| | | Agricultural Stewardship Program for working with agricultural communities with an emphasis on best management practices, water quality improvement projects, outreach & education, promoting habitat restoration opportunities, and providing technical expertise to the agricultural community | 3 | Programs and services as determined by NPCA related to community engagement and stewardship | s.21.1.2 | | | MOU for each benefiting municipality required | |
| | | Urban Stewardship Program to encourage resilience to climate change while increasing volunteerism and inspiring larger action. May include small-scale habitat projects, community park naturalization, rain gardens and other demonstration projects, schoolyard greening, and stream/park cleanup as well as increasing the urban tree canopy cover especially in vulnerable, low nature areas. | 3 | Programs and services as determined by NPCA related to community engagement and stewardship | s.21.1.2 | | | MOU for each benefiting municipality required | |
| | | Corporate Stewardship Program to create opportunities for private corporations and businesses to engage their staff in fulfilling their corporate social responsibility goals, including reducing their environmental footprint. Activities may include invasive species removal, stream/park cleanups, tree | 3 | Programs and services as determined by NPCA related to community engagement and stewardship | s.21.1.2 | | | MOU for each benefiting municipality required | |
| | | Community outreach, engagement, and partnership building, including volunteer management | 3 | Programs and services as determined by NPCA related to community engagement and stewardship | s.21.1.2 | | | MOU for each benefiting municipality required | |
| | | Outreach engagement and stewardship projects - fee for service | 2 | Services provided under MOU or other agreement | s.21.1.1 | | | MOU for each benefiting municipality required | |
| Regulatory Mapping Technical Studies | 125 | Technical studies to support NPCA hazard management functions (e.g. Ecological land classification mapping; S.28 regulation mapping of wetlands, watercourses, and karst; Digital terrain elevation model) | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | \$451,263 | Municipal levy - 100% | N/A | Goal 1.1 Goal 1.2 Goal 1.3 Goal 2.2 Goal 5.2 |
| Climate Change Resilience | 303 133 | | | | | NEW | Municipal Levy - 75% Self Generated - 25% | | Goal 1.1 Goal 1.2 Goal 2.3 |
| | | Climate change research to support climate change forecasting, watershed vulnerability and risk assessments, and watershed impact assessment and | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | N/A | |
| | | Emerging climate change research and practice to support municipal programs and services (e.g., natural assets inventory) | 2 | Municipal programs and services provided under MOU or other agreement related to climate change resilience | s.21.1.1 | | | MOU required on a project basis | |
| Watershed Resource Management and Climate Change – Total | | | | | | \$1,938,398 | | | |

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|--|------------------------------------|---|----------------------------|---|----------------------|--------------------|-----------------------------|---------------------------------|--|
| Other Watershed-Related Programs | | | | | | | | | |
| Drinking Source Water Protection | 205 | Source Protection Authority role as set out in the Clean Water Act, 2006 Provision of risk management services to municipalities throughout the Source Protection Region on a fee-for-service basis (currently not offered by NPCA – cost not included) Implementation of best management practices for private drinking systems (future pending provincial guidance) | 1 | Programs and services related to the NPCA's duties, functions and responsibilities as a source protection authority under the Clean Water Act, 2006. | s.21.1(1) | \$147,595 | Agreements - 100% | N/A | Goal 1.1 Goal 4.1 |
| Niagara River Remedial Action Plan | 241 | Coordination of the multi-stakeholder initiative to protect and restore the Niagara River through agreements with Canada and Ontario | 3 | Programs and service related to NPCA's agreement with Federal and Provincial governments to coordinate and implement the Niagara River Remedial Action Plan | s.21.1.2 | \$170,000 | Agreements - 100% | N/A | Goal 1.3 Goal 4.1 |
| Other | TBD | New projects/programs funded through external funding sources that benefit partners and the watershed 2 Billion Trees - Natural Resources Canada | 3 | Programs and services as determined by NPCA | s.21.1.2 | \$50,000 | Agreements - 100% | N/A | Goal 1.3 Goal 3.2 Goal 4.1 |
| Other watershed-related programs - Total | | | | | | \$367,595 | | | |
| Conservation Authority Lands and Conservation Areas | | Manage 2,982 ha of lands, including 41 conservation areas essential to watershed management, environmental protection, cultural heritage, and recreation. | | | | | | | |
| Section 29 Enforcement and Compliance | 489 | Conservation areas regulations enforcement and compliance | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | s. 21.1(1) | \$110,800 | Municipal levy - 100% | N/A | Goal 1.4 |
| Active Recreation Programs (conservation areas) | 401, 403, 405, 407 395, 411 | Day use for conservation areas Other services (e.g., weddings, facility rentals, events and retail) | Camping 3 | Programs and services as determined by NPCA related to active recreation programs in Conservation Areas | s.21.1.2 | \$1,728,425 | Self-generated - 100% | N/A | Goal 1.4 Goal 3.1 Goal 3.2 Goal 3.3 Goal 3.4 Goal 6.2 |
| Education Programs | 413, 487 | Education programs and day camps heritage programs | Cultural 2,3 | Programs and services as determined by NPCA related to the delivery of education and cultural heritage programs Municipal programs and services provided under MOU or other agreement | s.21.1.1 s.21.1.2 | \$173,658 | Self-generated - 100% | N/A | Goal 1.4 Goal 3.1 Goal 3.2 Goal 3.3 Goal 3.4 Goal 6.2 |
| Land Management - Other Agencies | NEW | Land and facilities' management, maintenance and operations for other agencies (Federal, Provincial, Regional, Local) | 2,3 | Programs and services as determined by NPCA related to land and facilities' management Municipal programs and services provided under MOU or other agreement related to land and facilities' management. | s.21.1.1 s.21.1.2 | NEW | Self-generated - 100% | MOU required on a project basis | Goal 1.4 Goal 3.1 Goal 3.2 Goal 3.3 Goal 3.4 Goal 6.2 |

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|--|------|---|----------------------------|---|------------------|--------------------|-----------------------------|--------------|---|
| Land Care Program (conservation areas) | 427 | Management and maintenance of conservation areas (e.g., gates, fencing, signage, landscaping, pedestrian bridges, trails, parking lots, and roadways) | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | s. 21.1(1) | \$1,014,585 | Municipal levy - 100% | N/A | Goal 1.4 |
| | | Passive recreation | | | | | | | Goal 3.1 |
| | | Management tree management | | | | | | | Goal 3.3 |
| | | heritage buildings | | | | | | | |
| Land Acquisition and Disposition | TBD | | | | | Varies | Reserves New MOU's | | Goal 1.4 |
| | | Strategic acquisition of properties related to mitigating the risk of natural hazards in accordance with NPCA Land Securement Strategy | 1 | Programs and services related to the risk of natural hazards | s.21.1(1) | | | | N/A |
| | | Strategic cost-shared acquisition of properties with lower-tier municipal partners and other agencies | 2 | Municipal programs and services provided under MOU or other agreement related to acquisition of non-natural hazard properties | s.21.1.1 | | | | MOU with municipality as required |
| | | Strategic acquisition of properties in accordance with NPCA Land Securement Strategy | 3 | Programs and services as determined by NPCA related to the implementation of the NPCA Land Securement Strategy | s.21.1.2 | | | | MOU for each benefiting municipality required |
| Land Lease and Agreement Management | TBD | | | | | \$51,633 | Self-generated - 100% | | Goal 1.4 |
| | | Management of current and future land leases and property agreements with specific municipalities | 2 | Municipal programs and services provided under MOU or other agreement related to land leases and property agreements | s.21.1.1 | | | | MOU with municipality as required |
| | | Management of current and future land leases and property agreements (general) | 3 | Programs and services as determined by NPCA related to land leases and property agreements | s.21.1.2 | | | | MOU for each benefiting municipality required |
| Land Management Planning | 357 | | | | | NEW | TBD | N/A | Goal 1.4 |
| | | Conservation Area Land Inventory and Conservation Area Strategy – new requirement | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | s.21.1(1) | | | | |
| | | Conservation Area Management Planning | 1 | Programs and services related to the conservation and management of lands owned or controlled by the NPCA | s.21.1(1) | | | | |
| Conservation Authority Lands & Conservation Areas - Total | | | | | | \$3,079,101 | | | |

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| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|---|------|---|----------------------------|---|------------------|--------------------|--|--------------|--------------------|
| Enabling Services | | | | | | | | | |
| Support for all CA departments, the Board of Directors, member municipalities and the general public enables NPCA to operate in an accountable, transparent, efficient and effective manner. | | | | | | | | | |
| Corporate Services | 101 | Administrative support | Human | Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | s.21.1(1) | \$1,489,772 | Municipal levy - 90% Self Generated - 10% | N/A | Goal 5.1 |
| | 107 | resources (incl health and safety) | Property taxes | | | | | | Goal 5.2 |
| | 127 | and occupancy costs | Oversight of programs | | | | | | Goal 5.3 |
| | 153 | and policies | Operating costs not | | | | | | Goal 5.4 |
| | | directly related to any specific program or service (e.g., overhead) | | | | | | | Goal 6.1 |
| | | Records management | | Goal 6.2 | | | | | |
| | | Grant management | | | | | | | |
| Financial Services | 105 | Annual budget | | Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | s.21.1(1) | \$360,418 | Municipal levy - 100% | N/A | Goal 5.2 |
| | | Accounts payable and receivable | | | | | | | Goal 5.3 |
| | | Procurement | Payroll | | | | | | Goal 6.1 |
| | | Financial analytics and reporting | | | | | | | Goal 6.2 |
| | | Audit | | | | | | | |
| | | Admininstration of reserves and investments | | | | | | | |
| Information Management and Technology | 131 | Digital technology, licensing fees, data/voice services | | Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | s.21.1(1) | \$544,924 | Municipal levy - 100% | N/A | Goal 1.1 |
| | 109 | Management and integration of data for geographic information system (GIS) | Support open | | | | | | Goal 1.2 |
| | | data portal and science | Mapping and | | | | | | Goal 1.3 |
| | | GIS support for watershed resources planning and natural hazards management | Support | | | | | | Goal 2.2 |
| | | development and implementation of watershed-based resource management strategy | | | | | | | Goal 5.2 |
| | | | | Goal 5.3 | | | | | |
| Governance and Corporate Administration | 103 | Support to governance and corporate administration | Board | Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | s.21.1(1) | \$573,191 | Municipal levy - 100% | N/A | Goal 5.2 |
| | 150 | governance | Public | | | | | | Goal 5.3 |
| | | Advisory Committee and ad-hoc committees | Strategic | | | | | | |
| | | planning/reporting and CAO oversight | | | | | | | |
| Communications, Marketing and Public Relations | 111 | Marketing and promotion | | Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | s.21.1(1) | \$401,904 | Municipal levy - 100% | N/A | All |
| | | Media relations | Strategic | | | | | | |
| | | plan | Public and | | | | | | |
| | | stakeholder consultation | | | | | | | |
| Vehicles and Equipment | 801 | Fleet and equipment required to support and maintain NPCA operations, including capital purchases, fuel, licences, repairs, and maintenance | | Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | s.21.1(1) | \$259,400 | Municipal levy - 100% | N/A | All |

NPCA Inventory of Programs and Services

01-Sep-23

| Program or Service | Dept | Description | Funding Category (1, 2, 3) | Explanation of Funding Category | CA Act Reference | Cost Estimate | Funding Mechanism % of cost | MOU Required | Strategic Plan Ref |
|----------------------------------|------|---|----------------------------|---------------------------------|---|---------------------|-----------------------------|--------------|---|
| Asset Management | 153 | | | | | \$1,119,246 | Municipal levy - 57% | | Goal 1.2 |
| | 155 | | | | | | Self-generated - 40% | | Goal 1.4 |
| | | Capital costs for flood infrastructure for conservation land infrastructure | Capital costs | 1 | Programs and services related to the risk of natural hazards Programs and services related to the NPCA's duties, functions and responsibilities prescribed by the regulations (O. Reg. 402/22 comes into force July 1, 2023) | | s.21.1(1) | | N/A |
| | | Asset management planning (including depreciation) Asset management software and equipment | | 3 | Programs and services as determined by NPCA related to asset management | | s.21.1.2 | | MOU for each benefiting municipality required |
| Enabling services - Total | | | | | | \$4,748,855 | | | |
| Grand Total | | | | | | \$12,609,300 | | | |

October 25, 2024

SENT ELECTRONICALLY

**City of Hamilton
Haldimand County
Regional Municipality of Niagara
Local Area Municipalities**

Report No. FA-52-24 RE: Draft Watershed-based Resource Management Strategy

At the Board of Directors meeting held on October 18, 2024, the following resolution was passed:

Resolution No. FA-108-2024

Moved by: Patrick O'Neill

Seconded by: Brian Grant

THAT Report No. FA-52-24 RE: Draft Watershed-based Resource Management Strategy **BE RECEIVED**;

AND THAT staff **BE AUTHORIZED** to post the draft Watershed Strategy for public comment for three weeks;

AND THAT the draft Watershed Strategy be circulated to the NPCA partner municipalities;

AND FURTHER THAT the Watershed Strategy be brought forward for Board approval on or before December 13, 2024.

A copy of Report No. FA-52-24 and the draft Watershed Strategy are enclosed for reference. Members of Council, staff, and individuals residing in the Niagara Peninsula watershed are invited to learn more and provide feedback through the [Get Involved portal](#).

Sincerely,



Melanie Davis
Manager, Office of the CAO & Board
Niagara Peninsula Conservation Authority
905.788.3135 ext. 250

cc: Leilani Lee-Yates, CAO / Secretary – Treasurer
Geoffrey Verkade, Senior Manager, Integrated Watershed Strategies
Tara Gaade, Program Coordinator, Watershed Strategies and Climate Research

Report To: Board of Directors

Subject: Draft Watershed-based Resource Management Strategy

Report No: FA-52-24

Date: October 18, 2024

Recommendation:

THAT Report No. FA-52-24 RE: Draft Watershed-based Resource Management Strategy BE **RECEIVED**;

AND THAT staff **BE AUTHORIZED** to post the draft Watershed Strategy for public comment for three weeks;

AND THAT the draft Watershed Strategy be circulated to the NPCA partner municipalities;

AND FURTHER THAT the Watershed Strategy be brought forward for Board approval on or before December 13, 2024.

Purpose:

To provide an update to the NPCA Board of Directors regarding the development of the Watershed-based Resources Management Strategy (Watershed Strategy) required under the *Conservation Authorities Act* and recommend that the draft Watershed Strategy be made available to the public and municipal partners for a commencing period of three weeks.

Background:

The Watershed Strategy is being developed in response to Ontario Regulation 686/21: Mandatory Programs and Services, which is made under section 21.1(1)2 of the *Conservation Authorities Act*. This regulation outlines the specific programs and services that all Conservation Authorities must provide within their jurisdiction, including the development of a Watershed-based Resource Management Strategy.

The purpose of the Watershed Strategy is to assist NPCA with evolving or enhancing the delivery of its programs and services and improve efficiencies and their effectiveness in supporting mandatory programs of the *Conservation Authorities Act*. The Watershed Strategy will effectively guide the NPCA in managing watershed resources sustainably. Key objectives include enhancing watershed health through integrated watershed management, promoting climate resilience, and incorporating stakeholder input. The Watershed Strategy supports NPCA's commitment to protecting the Niagara Peninsula's unique watershed and promoting community engagement.

The Watershed Strategy must be completed by December 31, 2024, and must include a consultation process with stakeholders and the public. NPCA is committed to ensuring that the Watershed Strategy is prepared transparently and that it is made publicly available to guide the sustainable management of watershed resources across the Niagara Peninsula.

Discussion:

The Watershed Strategy will incorporate guiding principles and objectives from NPCA's 10-year Strategic Plan that shape the design and delivery of mandatory programs and services. NPCA's inherent Integrated Watershed Management (IWM) approach to conservation that recognizes water is a valuable resource that should be managed sustainably in conjunction with natural resources like fisheries, wildlife, and land, will be preserved throughout the Watershed Strategy. IWM involves managing human activities and natural resources within watershed boundaries through adaptive practices that ensure sustainability. This method enables the NPCA to make informed, science-based resource management decisions to protect watershed health. The Watershed Strategy will also include a comprehensive summary of the data and technical information that NPCA relies on to support its program delivery.

Most significantly, the Watershed Strategy will identify potential issues and risks that could hinder the effective delivery of mandatory programs and services, along with targeted actions to mitigate these challenges. This framework for the Watershed Strategy provides a structured approach for periodically reviewing NPCA's Inventory of Programs and Services, ensuring that program descriptions and language remain consistent across all NPCA initiatives. By doing so, the strategy will help pinpoint opportunities to enhance or sustain watershed health, enabling NPCA to continuously adapt its efforts to meet evolving resource management needs within the Niagara Peninsula.

Engagement Summary

Public input to the Watershed Strategy is critical to shape a resilient and sustainable future for our shared watershed. Watershed resident input on how the community benefits from NPCA's programs and services and what issues or risks they perceive may affect their effectiveness is highly sought. NPCA took a

comprehensive approach to public engagement for the Strategy, which included using a range of tools and methods for engaging with Indigenous communities, members of the public, local area municipalities, as well as a wide range of residents and interested parties. An engagement plan was presented to the Public Advisory Committee (PAC) in May 2024 which outlined a schedule of engagement milestones and primary goals of the engagement process for the Strategy.

Feedback from the public and interested parties was elicited through NPCA's 'Get Involved' public engagement portal wherein an informative discussion paper including an inventory and description of current programs and services, frequently asked questions, related documents, and a short public survey for comment has been published. NPCA hosted a hybrid Public Information Centre (PIC) on September 24 which was live-streamed and saved on our YouTube channel for individuals that could not attend. A total of 24 people registered for the PIC, with six people attending in person and five attending online.

Financial Implications:

The development of the Watershed-based Resource Management Strategy is funded through the Operating Budget.

Links to Policy/Strategic Plan:

Goal 1.1: Support evidence-based decision-making for climate-resilient watersheds and shorelines.

Goal 2.2: Lead an integrated watershed management approach to support planning and policy for protection and enhancing watersheds.

Goal 4.2: Foster relationships with the community, non-government organizations, businesses, agriculture, industry, and academic institutions for collective outcomes and impact.

Related Reports and Appendices:

Appendix 1: Watershed-based Resource Management Strategy (*distributed separately*)

Authored by:

Original Signed by:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies

Reviewed and Submitted by:

Original Signed by:

Leilani Lee-Yates, BES, MSPL.RPD, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer
Interim Director, Watershed Strategies and Climate Change



WATERSHED-BASED RESOURCE MANAGEMENT STRATEGY

DRAFT

October 18, 2024

Land Acknowledgement

The Niagara Peninsula watershed is situated within the traditional territory of the Haudenosaunee, Attiwonderonk (Neutral), and the Anishinaabeg, including the Mississaugas of the Credit—many of whom continue to live and work here today.

The territory is covered by the Upper Canada Treaties (No. 3,4, and 381) and is within the land protected by the Dish with One Spoon Wampum agreement. Today, the watershed is home to many First Nations peoples, Métis citizens, and Inuit.

Through this Watershed Strategy, the NPCA reconfirms its commitment to shared stewardship of natural resources and a deep appreciation of Indigenous culture and history in the watershed.

DRAFT

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1.0 INTRODUCTION

1.1 About Niagara Peninsula Conservation Authority

The Niagara Peninsula Conservation Authority (NPCA) is a community-based natural resource management agency that protects, enhances, and sustains healthy watersheds that was established in 1959 pursuant to the *CA Act*. With 65 years of experience, NPCA offers watershed programs and services that focus on flood and hazard management, source water protection, species protection, ecosystem restoration, community stewardship, and land management.

A watershed is the land that drains into a particular watercourse such as a stream, river, lake. Gravity and the land's topography (the high and low areas) move water, rain, and snowmelt across the landscape from one area to another. Figure 1 below provides a simple illustration showing the different elements within a watershed.

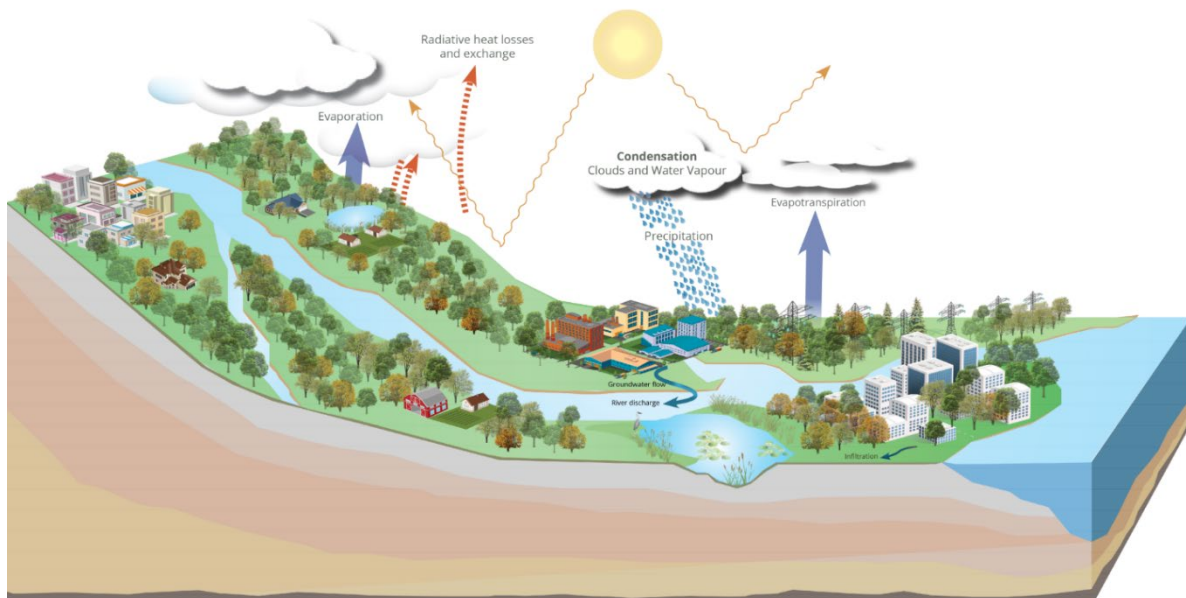


Figure 1 – Watershed Diagram

NPCA's watershed area encompasses 2,424 km², and includes the regional municipality of Niagara, portions of the City of Hamilton (21%), and Haldimand County (25%). Since time immemorial, this area has been the home to Indigenous peoples—a place for sharing, trading, hunting, gathering, stewardship, and friendship. Currently, the watershed supports a population of approximately 520,000 people. Figure 2 shows the limits of the Niagara Peninsula watershed.



Figure 2 – NPCA Watershed

The watershed is uniquely situated between two Great Lakes, with the Niagara River as a boundary shared with the United States of America. As a result, the watershed area includes several notable natural features such as the Niagara Escarpment Biosphere Reserve, the Niagara Falls, Wainfleet Bog, Ball's Falls, Willoughby Marsh, and other significant landforms such as the Fonthill Kame ice contact-delta complex. The unique microclimate created by the Niagara Escarpment and rich soils supports one of Ontario's most productive agriculture systems, including vineyards, tender fruit orchards, livestock, and various specialty crops (greenhouses for flowers, vegetables, sod farms, and mushroom farms). These important watershed features provide life-sustaining benefits for all and many opportunities to discover nature and culture.

1.2 Watershed Characterization

1.2.1 Topography

The Niagara Peninsula watershed is a unique geographic region situated between Lake Ontario to the north, Lake Erie to the south and the Niagara River forming the eastern boundary, flowing from Lake Erie to Lake Ontario. The topography is defined by rolling hills, flat lands toward the lake shores and the dramatic Niagara Escarpment, the most prominent feature, which extends east-west across the peninsula. The escarpment creates cliffs and ridges, most famously forming the backdrop for Niagara Falls where the Niagara River plunges over the edge of the escarpment.

1.2.2 Physiography

The Niagara Peninsula watershed contains several key physiographic areas, including the Iroquois Plain, Haldimand Clay Plain and the aforementioned Niagara Escarpment.

The Iroquois Plain is located between the Niagara Escarpment and Lake Ontario, and consists of lacustrine deposits of sand, silt, and clay associated with the glacial Lake Iroquois. The Iroquois Plain deposits overlie Halton Till.

The Niagara Escarpment contains a relatively hard dolostone bedrock cap, which is underlain by softer shales and sandstones of the Clinton, Cataract and Queenston bedrock groups. The escarpment was formed by erosion of the softer bedrock materials below the dolostone cap.

The relatively flat lands of the Haldimand Clay Plain extend from the Niagara Escarpment to Lake Erie. The Haldimand Clay Plain was submerged by glacial Lake Warren and much of it is covered by lacustrine clay deposits. Key physiographic features located in the Haldimand Clay Plain include the Dunnville Sand Plain, Onondaga Escarpment, Fonthill Kame-Delta Complex, and several moraines.

The Dunnville Sand Plain is a flat, sandy area formed by glacial outwash located in the southwestern region of the peninsula and is characterized by well-drained, sandy soils. The terrain is relatively flat, with few elevation changes, and its porous soil helps with groundwater recharge.

The east-west trending Onondaga Escarpment is of relatively low topographical relief just north of Lake Erie and rises only a few meters above the surrounding lands. Overburden soils overlie portions of the Onondaga Escarpment near NPCA's western boundary.

The steep-sided Fonthill Kame-Delta Complex was formed when sediment was deposited by melting glaciers, leaving behind a prominent hill that rises roughly 80 metres above the surrounding land and

covers an area approximately 6 kilometres in diameter. Groundwater from the Fonthill Kame-Delta Complex discharges to the north into Twelve Mile Creek, to produce the only cold-water stream and cold-water fish habitat in the Niagara Peninsula watershed.

Other landforms and physiographic features found within the watershed include moraines, eskers, and drumlins.

1.2.3 Geology and Groundwater System

The Niagara Peninsula watershed is unique with respect to an abundance of water resource availability being situated between two Great Lakes, having two bedrock escarpments and three overburden deposits. All the municipal drinking water within NPCA's jurisdiction is derived from surface water sources with groundwater mainly making up rural agricultural, commercial and private residential uses.

When it comes to groundwater in the Niagara Peninsula watershed, there are four main aquifer types that are typically drawn from, these include the surficial overburden, the Guelph/Lockport formations, the Onondaga/Bois Blanc formations, and the "Contact-Zone" aquifer.

The surficial overburden aquifers consist of coarse-grained deposits of sediments classified as unconfined aquifers and are known as the Fonthill Kame-Delta Complex, the Dunnville Sand Plain and the Iroquois Sand Plain.

The Guelph/Lockport formations refer to the bedrock formations consisting mainly of dolostone with some limestone that form the prominent features of the Niagara Escarpment, running the width of the northern portion of the Niagara Peninsula. These formations can be heavily fractured/weathered and can be considered unconfined/confined depending on the abundance of overlying material.

The Onondaga/Bois Blanc formations refer to the bedrock formations consisting mainly of dolostone and limestone that form the prominent features of the Onondaga Escarpment, running the width of the southern portion of the Niagara Peninsula. These formations can also be heavily fractured/weathered and can be considered unconfined/confined depending on the abundance of overlying material.

The "Contact-Zone" aquifer is an overburden/bedrock aquifer that covers over 60 per cent of the NPCA jurisdiction. The term "Contact-Zone" refers to the bedrock-overburden contact where granular overburden material is overlying fractured bedrock. This aquifer is usually overlain by thick deposits of clay from the Haldimand Clay Plain and is generally considered confined.

With respect to groundwater movement across the NPCA, generally groundwater movement is from the west to the east interior and then to either of the Great Lakes, the Niagara River or the Welland River, with

localized areas of groundwater discharge along the escarpments and wetlands. There is also large-scale permanent dewatering activities associated with the Welland Canal tunnels that have an impact on the movement of groundwater within the NPCA.

1.2.4 Surface Water System

Nearly 5,000 km of watercourses in NPCA's watershed jurisdiction encompasses a rich variety of surface water features that are part of three major drainage basins: Lake Ontario, Lake Erie, and the Niagara River. Numerous streams, rivers, and creeks, such as 12 Mile Creek and 20 Mile Creek, flow into Lake Ontario, while the Welland River and other tributaries drain into the Niagara River, a critical waterway connecting the two Great Lakes. The Lake Erie basin includes the southern portion of the watershed, with its own network of smaller streams and wetlands. These surface water features, including significant wetlands, play a key role in maintaining and supporting biodiversity, mitigating flooding, and providing water resources for both human use and natural habitats. Together, these interconnected water systems form the hydrological foundation of the NPCA's jurisdiction.

1.2.5 Natural Heritage System

The Niagara Peninsula is located within the northern most range of the deciduous forest region in North America, also referred to as the Carolinian Life Zone. It has the warmest average annual temperatures, the longest frost-free growing season and the mildest winters in Canada. This zone represents 1% of Canada's land area and it has more species of plants and animals than any other ecosystem in Canada (Carolinian Canada website).

The Niagara Peninsula watershed includes nearly 68,000 hectares of natural features such as wetlands, forests and meadows covering almost 30% of its land base, providing habitats for over 2,200 species of plants and animals highlighting its ecological diversity; unfortunately, nearly 10% of these species are considered to be rare or at risk due to habitat loss, urban sprawl, invasive species competition, pollution, and climate change.

The Niagara Escarpment, a UNESCO World Biosphere Reserve, features dramatic cliffs, forests, and rare species while offering stunning views and geological formations. The Niagara Glen Nature Reserve along the Niagara River is a lush, forested area with deep ravines, limestone outcrops, and unique Carolinian forests.

Other key areas include the Wainfleet Bog, one of the largest remaining bogs in southern Ontario, and Short Hills Provincial Park, which preserves forested valleys and rolling hills. These areas are vital for supporting conservation efforts while providing habitats for species at risk and offering recreational

opportunities like hiking and wildlife observation, enhancing Niagara's appeal as a destination for nature enthusiasts.

1.2.6 NPCA Conservation Area System

NPCA owns nearly 3,000 hectares of land within our watershed across forty-one (41) conservation areas held in public trust for recreation, heritage preservation, conservation, and education. These areas represent a wide range of ecosystem types and protect some of the most significant ecological features in the watershed. NPCA stewards important sections of shoreline along Lake Erie and Lake Ontario, migratory bird habitat, provincially significant wetlands (PSW), Areas of Natural and Scientific Interest (ANSI), important cultural heritage sites, and large sections of the Niagara Escarpment, a UNESCO Biosphere Reserve. Together these conservation areas represent an essential part of the natural treasures and significant ecosystems in the Carolinian Life Zone. In southern Ontario, and especially in the Niagara Peninsula watershed, growing pressures on the landscape are due to increased urbanization, land use changes, and changing climatic conditions. In addition, there is a well-documented increasing demand for access to greenspace for the health and well-being of the growing population. NPCA conservation areas support and enhance local communities, agriculture, recreation, health, tourism, and natural heritage, and are indispensable outdoor recreation areas for over half a million people in the watershed, and our visitors.

1.2.7 Climate

The climate of the Niagara Peninsula is influenced heavily by its proximity to Lake Ontario and Lake Erie, resulting in a moderate humid continental climate. The lakes act as natural temperature buffers, making winters milder and summers cooler than more inland regions creating a longer growing season, crucial for the region's renowned vineyards and orchards. Precipitation is evenly distributed throughout the year, with moderate rainfall and occasional lake-effect snow in the winter. The Niagara Escarpment and the Great Lakes contribute to microclimates that vary across the peninsula, supporting diverse agricultural activities, including the production of tender fruits and wine.

The Niagara peninsula is projected to experience significant warming over the next 30 years, with average air temperatures rising by 2°C. Winter and fall will see the largest increases in daily mean temperatures (2.4°C and 2.2°C), while summer and spring will rise by 2°C and 1.6°C respectively. Winter minimum temperatures are expected to rise from -7.1°C to around -5°C, reducing the number of days below 0°C from 125 to 105.7 days annually. Warmer winters will likely shift precipitation from snow to rain, increasing flood risks and impacting winter tourism.

Heat-related impacts are also expected, with the number of days above 30°C projected to more than double from 10.4 to 23.9 days annually. Days exceeding 25°C will increase by 24.2, and tropical nights (minimum temperatures above 20°C) will rise dramatically from 9.4 to 46.2 days, increasing cooling demands. Conversely, extreme cold days (below -20°C and -15°C) will decrease.

Total annual precipitation is projected to rise by 5%, with the largest seasonal increases in winter and spring. Extreme precipitation events, such as heavy one-day rainfall, are also expected to increase. However, there is variability in model projections, highlighting the need for adaptive strategies. Freeze-thaw cycles will decrease, reflecting milder winters, while dry conditions remain stable.

The growing season is expected to lengthen by eight days on average, due to earlier growing season start days and later end dates, though temperature fluctuations may affect crop hardiness. Warmer conditions will support both plant growth and the lifecycle of pests.

1.2.8 Land Use

Land use on the Niagara Peninsula watershed is diverse, shaped by its fertile soils, unique microclimate, its proximity to the Great Lakes, and its strategic position as an industrial centre and border region, leads to the demands of competing land uses. The Welland Canal, which connects Lake Ontario and Lake Erie, is a major infrastructure feature in the watershed, facilitating shipping and influencing land use along its route.

The combination of climate, physiography, soils and location make the area one of the most productive agricultural areas in Canada. The physical distinctiveness of the region is what has enabled a unique agricultural industry to develop. The wine industry is particularly prominent, with many vineyards and wineries scattered throughout the watershed.

Urban development on the Niagara Peninsula is ongoing with key cities such as City of Hamilton, St. Catharines, Niagara Falls, and Welland, where residential, commercial, and industrial growth is ongoing. These urban centers have expanded significantly due to their strategic location near the U.S. border, the Great Lakes, and major transportation routes like the Queen Elizabeth Way (QEW) highway and the Welland Canal. Smaller, but substantially growing urban areas of Binbrook, Smithville, Grimsby, Thorold, Port Colborne, Fort Erie and Niagara-on-the-Lake residential, commercial, and industrial developments continue to expand. Suburban expansion is also growing as population increases and demands for housing rise.

Efforts to balance agricultural productivity, urban growth, and environmental protection are key in managing land use within the Niagara Peninsula watershed. This balance is critical to protecting water

resources, preserving biodiversity, and ensuring the long-term sustainability of the region's terrestrial and aquatic systems.

1.3 Integrated Watershed Management

The NPCA has adopted an Integrated Watershed Management (IWM) approach to watershed planning. The IWM approach recognizes that water is a valuable resource which should be managed in a sustainable manner in perspective with the balance of natural resources (fisheries, wildlife and lands).

IWM is the process of managing human activities and natural resources in an area defined by watershed boundaries. It is an evolving and continuous process through which decisions are made for the sustainable use, development, restoration and protection of ecosystem features, functions and linkages. IWM serves to assess watershed functions and the potential impacts from change to ensure sustainability. Through adaptive management practices the watershed unit provides ideal context with which we can understand how impacts are felt and how they can accumulate.

For the NPCA, this means adopting the IWM lens when carrying out its programs and services. IWM helps us to focus on priorities and link strategies and actions leading to smarter, science-based decisions that ensure a long and healthy future.

1.4 Purpose and Regulatory Framework

1.4.1 Purpose of the Watershed Strategy

The purpose of the Watershed Strategy is to assist NPCA with evolving or enhancing the delivery of our programs and services and improve efficiency and their effectiveness in supporting mandatory Category 1 programs.

Figure 3 illustrates the framework that has been utilized for developing the Watershed Strategy. As part of this Strategy, the NPCA will integrate guiding principles and objectives from the 10-year Strategic Plan that inform the design of our programs and services, summarize information the NPCA relies on to directly inform and support program and service delivery, and identify any issues and risks which may limit effective delivery of Category 1 programs and services, including actions to address such risks. It provides a mechanism to update the NPCA's programs and services inventory and will help identify where opportunities exist for improving and/or maintaining watershed health.

The NPCA's Watershed Strategy has been developed in accordance with the NPCA's Inventory of Programs and Services for consistent language/program descriptions.

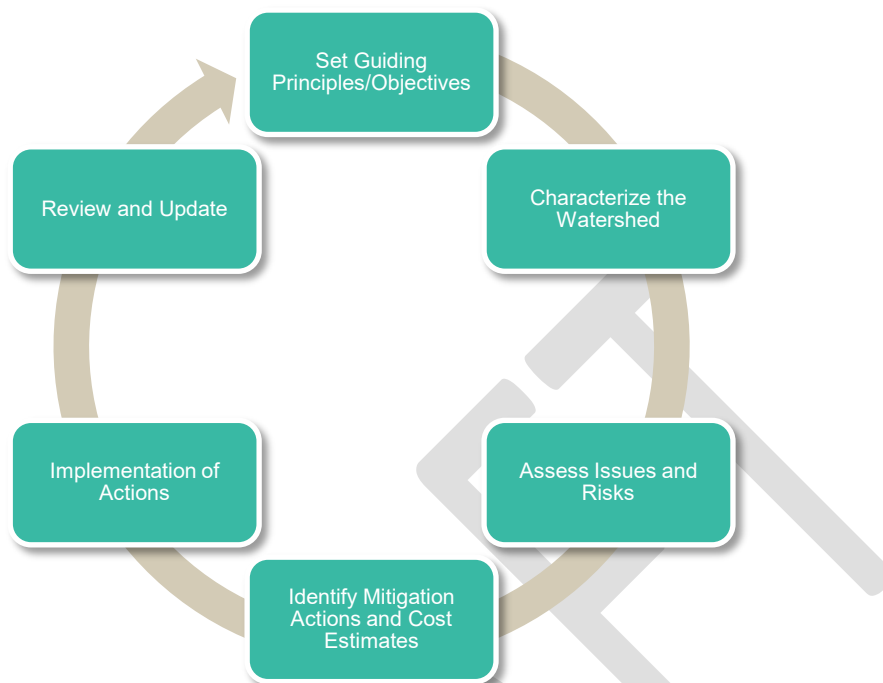


Figure 3 – Watershed-based Resource Management Strategy Framework

1.4.2 Legislative Context

Ontario Regulation. (O. Reg.) 686/21: Mandatory Programs and Services, is a regulation made under s. 21.1(1)2 of the Conservation Authorities Act that prescribes programs and services that a Conservation Authority must provide within its area of jurisdiction.

Conservation Authorities are required to prepare an Inventory of Programs and Services to identify:

- **Category 1:** Mandatory Programs and Services, such as natural hazard management;
- **Category 2:** Municipal Programs and Services at the request of a Municipality, such as tree planting services, and technical research to help inform decision-making; and
- **Category 3:** Other Programs and Services determined by the Conservation Authority to further the purposes of the *Conservation Authorities Act*, such as restoration and stewardship, and watershed monitoring.

NPCA’s programs and services are funded either through municipal levies, municipal cost apportionments requiring agreements for service, service fees, or external funding such as grants.

Table 1: Conservation Authorities Act Funding Mechanisms for NPCA’s Programs and Services

| Category 1 Mandatory Programs and Services (O.Reg.686/21) | Category 2 Municipal Programs and Services | Category 3 Other Programs and Services |
|---|---|---|
| <ul style="list-style-type: none"> • Programs and services which all CAs must provide in their jurisdiction • Eligible for costs to be apportioned to participating municipalities (levy) without an agreement • Funded through municipal levy, user fees, and/or grants | <ul style="list-style-type: none"> • Programs and services which a CAs agrees to provide on behalf of municipality • Eligible for costs to be apportioned to participating municipalities if there is an MOU or other agreement • Funded through municipal levy, user fees, and/or grants; MOU/service agreement | <ul style="list-style-type: none"> • Programs and services which a CA determines are advisable to further the purpose of the Act • Eligible to be apportioned wholly or partially to municipalities through a cost apportioning agreement • Funded through municipal levy, user fees, and/or grants; MOU/service agreement required for use of municipal funding |

O. Reg. 686/21: Mandatory Programs and Services also requires Conservation Authorities to prepare a “Watershed-based Resource Management Strategy”.

The Watershed-based Resource Management Strategy must include the following components:

- Guiding principles and objectives that inform the design and delivery of the programs and services that the Conservation Authority is required to provide under section 21.1 of the Conservation Authorities Act (i.e. mandatory programs and services).
- A summary of existing technical studies, monitoring programs and other information on the natural resources the Authority relies on within its area of jurisdiction or in specific watersheds that directly informs and supports the delivery of programs and services under section 21.1 of the Act.
- A review of the Authority’s programs and services provided under section 21.1 of the Act for the purposes of:

- Determining if the programs and services comply with the regulations made under clause 40 (1) (b) of the Act (e.g. mandatory programs and services, and review of applications under prescribed Acts);
 - Identifying and analyzing issues and risks that limit the effectiveness of the delivery of these programs and services; and
 - Identifying actions to address the issues and mitigate the risks identified by the review and providing a cost estimate for the implementation of those actions.
- A process for the periodic review and updating of the Watershed-based Resource Management Strategy by the Authority that includes procedures to ensure stakeholders, and the public are consulted during the review and update process.

2.0 STRATEGIC DIRECTION

2.1 NPCA Strategic Plan: Nature for All

The 2021-2031 NPCA Strategic Plan: Nature for All, is a guiding document that reaffirms our commitment to the mandate of conservation authorities and charts the course for the next generation of work to address the evolving issues of climate change, growth, and the need for green infrastructure. The Strategic Plan is guided by principles based on a conservation-first and ecosystem philosophy, collaboration ethics, and an importance of innovation rooted in science

VISION: Nature for all

We envision a healthy and vibrant environment with shared greenspace and clean water that sustains life for future generations.

MISSION

To create common ground for conservation-inspired action and accountability to nature.

2.2 Watershed-based Resource Management Guiding Principles

The NPCA Strategic Plan: Nature for All, establishes four Guiding Principles that guide the delivery of NPCA's programs and services.

2.2.1 Watersheds transcend municipal boundaries

We are committed to working with the watershed community to support and create climate-resilient and connected natural systems. Integrated watershed management is our approach to managing local natural resources in partnership with our member municipalities.

2.2.2 Natural green infrastructure is critical to life

Our day-to-day work conserves and restores our communities' integral ecological, socio-economic, public safety, and health services. Watershed resources are green infrastructure and natural assets.

2.2.3 Diverse experiences and ideas lead to better and stronger collective impact and outcomes

We seek to exemplify inclusion and equity through meaningful engagement and collaboration.

2.2.4 Innovation requires learning from each other and the past

As a result, we are progressive, resilient, adaptable, and strive for continuous improvement to remain a trusted and valued partner.

2.3 Watershed-based Resource Management Guiding Goals and Actions

Collectively, the **Strategic Priorities** identified in the NPCA Strategic Plan: Nature for All, guide our actions toward a vision of the Niagara Peninsula watershed with robust nature, thriving agriculture, and resilient urban areas vital to the health and well-being of our residents. Each Strategic Priority includes specific goals and actions for the NPCA to undertake with its partners and communities to achieve a thriving environment that sustains life for future generations. The Strategic Priorities, and the specific goals and actions taken from the NPCA's 10-year Strategic Plan that guide the design and delivery of NPCA's Category 1 Mandatory Programs and Services provided under s. 21.1 of the *Conservation Authorities Act* are summarized below. The Goal numbering shown below is as listed in the Strategic Plan

2.3.1 Healthy and Climate Resilient Watersheds

Improving nature for the betterment of all life across the watershed.

- Goal 1.1 Support evidence-based decision-making for climate-resilient watersheds and shorelines
 - Expand and enhance monitoring and associated tools to fill information gaps and research needs

- Lead water quality (e.g., surface and groundwater) and quantity monitoring throughout the NPCA jurisdiction
- Support municipal partners with watershed data collection and analysis to understand cumulative impacts
- Develop a solid understanding of climate impacts and risks on NPCA watersheds
- Implement the Source Protection Program as mandated by the *Conservation Authorities Act* and *Clean Water Act*
- Goal 1.2 Protect people and properties from natural hazards and climate impacts
 - Implement permitting and regulations under section 28 of the *Conservation Authorities Act*
 - Deliver accurate, real-time information for flood forecasting, messaging, and warning using state-of-the-art technology and communication tools
 - Complete and maintain updated floodplain and regulation mapping within the watershed
 - Develop a watershed-based resource management strategy as mandated by the *Conservation Authorities Act*.
 - Update shoreline management plans with a climate resilience lens
- Goal 1.4 Manage NPCA lands to increase biodiversity, habitat connectivity, and natural cover
 - Develop and update management plans for NPCA properties
 - Develop plans to manage invasive species and enhance biodiversity at NPCA properties (e.g., forest management plan)
 - Complete and implement the NPCA land acquisition strategy
 - Implement regulations under section 29 of the *Conservation Authorities Act*

2.3.2 Supporting Sustainable Growth

Helping to create resilient communities through land-use planning and the use of sustainable technologies to prepare for a changing climate and related environmental challenges.

- Goal 2.1 Maintain a high standard of client services, tools, and procedures for planning review and permits
 - Continuously improve implementing NPCA Client Services Standard for Plan and Permit Review protocol to support streamlining, efficiency, and transparency
 - Refine decision-support tools for efficient application management and review
 - Enhance customer service feedback mechanisms to support performance evaluation and reporting
 - Communicate the role and responsibilities of NPCA in plan review and permitting

- Goal 2.2 Lead an integrated watershed management approach to support planning and policy for protecting and enhancing watersheds
 - Implement a proactive sub-watershed work program to complement and inform the quaternary and sub-watershed planning for growth areas within the NPCA jurisdiction within Niagara Region
 - Lead a proactive research agenda to determine cumulative watershed impacts and applied solutions from extreme weather and land-use changes
- Goal 2.3 Lead the implementation of sustainable technologies and green infrastructure best practices for climate resilience and sustainability
 - Advance the implementation of green infrastructure best practices in future development proposals and through NPCA's demonstration projects to minimize impacts to the watershed
 - Engage municipalities, the development community, and other private landowners in implementing green infrastructure and sustainability best practices and actions
 - Identify opportunities for brownfields to enhance green infrastructure or innovative planning for in-fill development
 - Develop education materials/programs to inform the public about sustainable best practices

2.3.3 Connecting People to Nature

Creating equitable access to greenspace for the health and well-being of people.

- Goal 3.1 Create equitable access to greenspace for the health and well-being of people
 - Identify and remove socio-economic barriers to accessing NPCA properties and programs
 - Proactively seek opportunities to enhance trail connections with active transportation routes
 - Highlight and promote recreation (e.g., cycling, hiking, walking, birdwatching) opportunities at NPCA properties
 - Improve services and visitor experiences at NPCA properties (e.g., buildings, trail maps, wayfinding, and accessibility, where possible)
- Goal 3.3 Improve cultural connections and heritage appreciation
 - Maintain and honour heritage buildings at NPCA properties, including St. John's, Cave Springs, Ball's Falls, and Rockway Conservation Areas
 - Examine opportunities to expand cultural connections and heritage programming at all conservation areas

- Work with municipalities on heritage listing and designation of NPCA buildings and properties

2.3.4 Partner of Choice

Strengthening our relationships with stakeholders, partners, the watershed community, and Indigenous peoples.

- Goal 4.1 Strengthen government relations toward collective outcomes and impact
 - Develop a government relations strategy
 - Execute Memorandums of Understanding (MOUs) and Service-Level Agreements (SLAs) with Niagara's lower-tier municipalities
 - Establish the NPCA as an environmental service provider to municipals partners with co-management and delivery of programs and projects of mutual interest
 - Partner with government agencies to advance mutual goals
- Goal 4.2 Foster relationships with the community, non-government organizations, businesses, agriculture, industry, and academic institutions for collective outcomes and impact
 - Provide technical expertise to support our partners and their work through agreements

2.3.5 Organizational Excellence

Striving for excellence through high service delivery standards and accountability to the environment and its people.

- Goal 5.1 Attract, retain, and invest in high caliber, diverse talent to deliver superior outcomes
 - Ensure adequate staff capacity and resources required to deliver on superior outcomes
 - Implement health and safety and corporate wellness programs for staff well-being
 - Modernize human resource policies and practices to encourage a healthy work environment
- Goal 5.2 Improve internal operations and processes
 - Enhance tools and procedures for program and project management, planning, reporting
 - Modernize and invest in digital technology to enhance internal processes (e.g., administrative record management, customer relationship management system)
 - Deploy tools for efficient internal and external information sharing (e.g., online open data hub)
 - Provide staff training on new technologies as they are deployed
- Goal 5.3 Provide high standards of customer service

- Develop customer service guidelines and improve customer service feedback mechanisms
- Implement a client management system that facilitates overall governance and relevant information sharing
- Provide equitable access to information (e.g., AODA standards)
- Utilize various communication tools & tactics to facilitate engagement

2.3.6 Financial Sustainability

Ensuring a financially stable and sustainable organization and continued service-delivery through innovative business models, diverse funding sources, and best practices.

- Goal 6.1 Ensure responsible, sustainable, and sound fiscal practices
 - Consistently review and update fee schedules to retain accurate cost of services
 - Demonstrate the value of NPCA programs and services to stakeholders and municipal partners
- Goal 6.2 Optimize self-generating revenue using innovative approaches
 - Broaden opportunities for potential revenue streams at conservation parks taking a balanced approach
 - Explore varied funding sources and innovative partnerships to diversify funding

3.0 MANDATORY PROGRAMS AND SERVICES

As required by O. Reg. 687/21: Transition Plans and Agreements for Programs and Services under Section 21.1.2 of the Act, the NPCA has prepared an Inventory of Programs and Services that lists all the programs and services provides that it provides under each category (i.e., Category 1, 2, and 3)

The NPCA Inventory of Programs and Services identifies five Key Service Areas:

- Natural Hazard Management
- Watershed Resource Management and Climate Change
- Other Watershed-Related Programs
- Conservation Authority Lands and Conservation Areas
- Enabling Services

3.1 Natural Hazard Management

NPCA provides programs and services that protect people and properties from flood, erosion, and other natural hazards. Ontario's long-term prosperity, environmental health and social well-being depend on reducing the potential for public cost or risk to Ontario's residents from natural hazards. Natural hazards include dynamic beach hazard, erosion hazard, flooding hazard, hazardous lands, hazardous sites and low water or drought conditions. The NPCA provides mandatory natural hazard management programs and services to develop an awareness of the areas that are important for the management of natural hazards, such as wetlands and river valleys, understand the risks related to natural hazards and how these risks may be affected by climate change, manage risks including preventing or mitigating those risks, and promote public awareness of the risks related to natural hazards.

Natural Hazard Management Programs and Services include:

- Flood and Erosion Management
- Flood Forecast and Warning
- Water Resources Engineering
- Shoreline Hazard Management
- Environmental Planning and Policy
- Planning and Permitting
- Compliance and Enforcement
- Planning Ecology

3.2 Watershed Resource Management and Climate Change, and Other Programs

The NPCA provides programs and services that applies research and science to understand the current watershed conditions, cumulative impacts, and risks to watershed. This evidence-based science is used for developing strategies and measures to protect, enhance, and restore watersheds toward creating healthy and climate-resilient watersheds.

Watershed Resource Management and Climate Change Programs and Services include:

- Integrated Watershed Monitoring and Reporting (Water and Terrestrial Monitoring)
- Community Engagement and Ecological Restoration
- Technical Studies to inform Regulatory Mapping Updates

- Natural Asset Management
- Special Projects (e.g., groundwater monitoring)
- Climate Change Resilience
- Watershed and Sub-watershed Resources Planning
- Other Watershed Related Programs (e.g., Drinking Source Water Protection, and the Niagara River Remedial Action Plan)
- Other Projects/Programs (supported by partnerships and external funding)

3.3 Conservation Authority Lands and Conservation Areas

The NPCA is responsible for the management of approximately 3,000 hectares of land, including 41 conservation areas essential to watershed management, environmental protection, cultural heritage and recreation.

Conservation Authority Lands and Conservation Areas Programs and Services include:

- Land Acquisition and Disposition
- Land Management Planning
- Active Recreation Programs
- Camping
- Weddings, Facility Rentals and Special Events
- Education Programs
- Day Camps
- Nature School
- Heritage Programs
- Education Events
- Land Care Program (management of conservation areas)
- Section 29 Enforcement and Compliance
- Land Lease and Agreement Management

3.4 Enabling Services

Various Enabling Services are critical for supporting NPCA programs, the Board of Directors, member municipalities, and the public to enable NPCA to operate in an accountable, transparent, efficient and effective manner.

Enabling Services include:

- Corporate Services (e.g., Finance and Accounting, Facilities' Management, Risk Management and Administrative Support)
- Financial Services (e.g., Capital Budgeting, Capital Asset Management, Financing Planning and Forecasting, Reporting and Analysis)
- People and Performance (e.g., Talent Acquisition, Employee and Labour Relations, Training and Development, Health and Safety)
- Information Management and Technology and GIS
- Communications, Marketing and Public Relations
- Corporate Administration and Governance
- Corporate Support (e.g., Procurement, Contract Management)
- Asset Management, Capital Projects and Land Asset Coordinator
- Vehicles and Equipment

Appendix 1 includes a summary of technical studies, monitoring programs and other information on the natural resources of the NPCA relies on within its area of jurisdiction or in specific watersheds that directly informs and supports the delivery of Category 1 Mandatory Programs and Services under s. 21.1 of the *Conservation Authorities Act*.

4.0 WATERSHED ISSUES AND CHALLENGES

4.1 Issues and Challenges

A component of assessing the effectiveness of the delivery of Category 1 Programs and Services requires the NPCA to identify issues/risks/gaps that limit the effectiveness of program delivery. Issues and risks can be assessed both at the watershed and program scales. This assessment provides an opportunity for the NPCA to evaluate the need for additional actions and/or support to strengthen the delivery of Category 1 Programs and Services.

4.1.1 Climate Variability and Change

Climate change refers to changes in long-term weather patterns caused by natural phenomena and human activities that alter the chemical composition of the atmosphere through the build-up of greenhouse gases which trap heat and reflect it back to the earth's surface. Climate change impacts have the potential to be wide-reaching, affecting ecosystems, agriculture, infrastructure, water supply,

energy, transportation systems, tourism and recreation, human health and well-being, and ultimately the economy.

Adaptation efforts minimize the level of damage, hazard and risks associated with climate change, while also recognizing new opportunities presented with our changing climate. Such adaptation efforts include: flood management programs, ecosystem enhancements, water quality and quantity, municipal plan review/input, local climate change monitoring and modelling, information management, and green infrastructure/stormwater management.

Mitigation efforts are focused on reducing greenhouse gas emissions and other causes that adversely and rapidly influence weather patterns and climatic conditions. They include: green building technologies and retrofits (e.g., LEED), energy conservation, renewable energy, reforestation, carbon sequestration (e.g., wetlands), and low impact development.

A number of the NPCA's current policies and programs help to mitigate the impacts of climate change and assist with adaptation. The NPCA will continue to undertake programs and initiatives which assist with adaptation and mitigation, and participate, coordinate and collaborate with municipal partners and other agencies in addressing the impacts of climate change

4.1.2 Increasing Growth Pressures on Watersheds

As communities grow and change, and as the need for housing increases, more and more marginal land may be considered for development. Areas susceptible to erosion and/or flooding may be identified to accommodate innovative forms of infill development and face greater development pressure. NPCA has an important role to play not only in supporting its watershed municipalities to uphold key provincial interests but will have a vital role in assessing plan review and permit applications for development in areas that are subject to natural hazards and hazardous lands. Maintaining up-to-date and accessible planning and permitting policies and regulation mapping will also assist municipalities and development proponents in understanding where development may be prohibited or limited, and therefore, direct development away from those areas.

4.1.3 Loss of biodiversity, Species at Risk, Habitat and Natural Cover

Watershed residents understand conservation as the intentional preservation of sufficient flora and fauna to ensure the longevity of our environmental systems and associated services. The loss of habitat, increased numbers of species at risk and ongoing decrease in biodiversity remains a major threat to the function and health of Niagara Watershed natural areas and a healthy local ecosystem.

Forests and wetlands in the watershed help to clean the air and water, store and release water, and provide habitat for a wide variety of plants and animals. However, the watershed has changed dramatically over the past 200 years and most of the forests and wetlands have been cleared. Forest cover in the Niagara Peninsula watershed as evident by the current watershed report card (2023) is generally poor, especially in urban areas and productive farmlands. Many wetlands and woodlots are small and isolated but remain important for wildlife, water storage, and nutrient removal. Smaller natural areas may be more vulnerable to adjacent land practices and development pressure. Habitat loss and fragmentation prevents the movement of animals and plants, which become less abundant and more geographically restricted.

The Niagara Watershed is highly representative of the Carolinian Life Zone, the most biodiverse and threatened ecoregion in all of Canada. Research has suggested to at least double the existing natural infrastructure in this landscape through the restoration of natural cover and increased protection of land through securement to guard over 40% of Canada's species and stabilize over 150 species at risk. The NPCA's jurisdiction contains globally significant ecosystems.

The NPCA has a legacy of applying systematic conservation planning and assessment techniques as part of its Integrated Watershed Management approach that determined the Niagara Watershed contributes only 56% percent towards what science and conservation literature recommend at minimum to be considered a somewhat healthy and sustainable landscape. The NPCA has partnered in the past with Niagara Region, City of Hamilton and Haldimand County to conduct a Natural Areas Inventory; however, it is aging and needs to be updated from a temporal perspective but also from a technology perspective in terms of data structure and accessibility. Most concerning, the identification of a reserve system to objectively orient and coordinate protection, restoration and enhancement resource management tools, has yet to be envisioned for the Niagara Peninsula and those that share responsibility in managing this landscape.

Much work has yet to be considered with respect to fine scale habitat considerations for multiple species, whether at risk or not, throughout the watershed as well. There is no better demonstration of this need than the example of the Brook Trout in peril within the declining cold water reaches of the upper Twelve Mile Creek Subwatershed.

NPCA strives to strengthen its role as a trusted science broker role through the ongoing transformation of its programs and services to meet its current Strategic Plan goals associated with healthy and climate resilient watersheds and being a partner of choice. Watershed- based resource management recommendations that are readily available for the Niagara Watershed determined through robust inventory and assessment cycles (adaptive integrate watershed management) should be proactively

available to support partners who have specific management responsibilities (i.e. natural heritage protection, stormwater management) with highly credible scientific environmental data, analysis and strategies to inform tool development (i.e. environmental policy, stormwater specifications) and updates.

4.1.4 Invasive Species

Invasive species are a major threat within Ontario and the NPCA's watershed as they become more abundant and widespread. These species outcompete native species and impact our watershed's existing natural heritage system and features. Devastation of local woodlots and forest patches from the emerald ash borer are readily evident throughout the NPCA jurisdiction. Phragmites invade the Niagara Watershed as well, while many other invasive species are present in our natural areas, and new invasive species are reported ever more frequently.

The NPCA watershed currently does not have an Invasive Species Strategy despite regularly encountering invasive species issues. A strategy would provide guidance regarding management of invasive species within the context of managing watershed-based resources holistically through adaptive integrated watershed management. The identification and validation of service gaps to address invasive species systematically and identify cross-functional dependencies and capacity opportunities within existing NPCA programs and services, and partner initiatives, would be a key outcome and recommendations of an Invasive Species Strategy and programming.

4.1.5 Impacts on Water Quality

There is an adage that proclaims what we do on the land is reflected in the water. Watershed health is strongly influenced overall by water quality indicators. Impacts are well known in the Niagara Watershed as documents through NPCA's ambient Water Quality Monitoring Program. Annual Results continue to indicate that many of the NPCA's watersheds have marginal to poor water quality. Agricultural non-point sources continue to be the predominant cause of impairment, however, point sources related to urban stormwater management contribute increasingly as well. These are compounding in that nutrients and chlorides can concentrate through capture and temporary containment in facilities, but so can their outflow rates under poor designs and increasingly intense weather conditions that can harmfully impact the flow regimes of surface water systems in turn creating increased erosion and suspended solids in our local creeks.

Groundwater quality regularly exceeds aesthetic objectives within the Ontario Drinking Water Standards. Aquifer vulnerabilities due to land-based activities, including urban development, and management practices do persist in parts of the watershed as well.

NPCA's inherent Integrated Watershed Management (IWM) approach to conservation, managing human activities and natural resources within watershed boundaries through adaptive practices, lends itself ideally to addressing water quality issues. Many of the NPCA's current programs and services such as the Enhanced Watershed Monitoring and Reporting Program and Enhanced Watershed Restoration and Stewardship services are being objectively redesigned through the current Strategic Plan implementation to proactively and increasingly in effect, mitigate water quality impacts. The NPCA will continue to undertake programs and initiatives that focus specifically on systematically addressing the persistent water quality concerns within the Niagara Watershed until improvements are realized.

4.2 Actions to Mitigate Issues and Challenges

Through NPCA's Integrated Watershed Management approach, our foundational watershed management activities readily support our mandatory programs and services and those complementary to them. Significant investment in this approach is the primary vehicle with which to mitigate issues and challenges faced by the Niagara Watershed.

These management activities fundamentally include:

- Watershed scale monitoring, data collection and management as well as modelling;
- Watershed scale studies, plans, assessments and/or strategies;
- And watershed wide actions including stewardship, communication, outreach and education.

Watershed management also plays a crucial role in addressing the impacts of climate change, and NPCA is committed to integrating climate action into its approach. A key strategy is flood mitigation, where NPCA uses natural infrastructure, such as wetlands, to absorb stormwater and reduce the risk of flooding. Carbon sequestration is a critical focus, with efforts centered on protecting and restoring forests that capture and store carbon, thereby mitigating greenhouse gas emissions. Enhancing ecosystem resilience is a priority; by improving habitat connectivity and biodiversity, NPCA helps natural systems adapt to the variability brought by changing climate conditions.

Being able to continue to advance NPCA's programs and services forward will require the Authority to continue to broaden the sources of financial support to mitigate the risks associated with reliance on the municipal levy. NPCA continues to find success in seeking external funding sources to support the

implementation of the Strategic Plan and programs and services. While opportunities to contend for available government grants are plentiful at present, the NPCA continues to nurture a diversity of funding strategies that includes working closely with the Niagara Peninsula Conservation Foundation (NPCF) to empower its abilities to draw donations in support of Authority programs and services. Other strategies include revenue generating corporate stewardship programming, conservation impact bonds, or participating in the emergence of bioregional funding ecosystems such as that for the Greater Toronto Bioregion wherein NPCA finds itself.

Enhancement of existing programs and services to assist with delivery of the Watershed Strategy has already begun through implementation of the preceding Strategic Plan. Restoration and Stewardship, Monitoring and Reporting, Education and Outreach are all transitioning towards a refreshed suite of emerging programming strongly steeped in Integrated Watershed Management principles and practices in support of, and complementary to mandatory programs and services. Rebooting formal watershed Planning programming is of utmost importance to officially facilitate the adaptive management cycle on the watershed scale and recurrently derive and track progress towards specific watershed and sub watershed management recommendations.

Restoration programming is being reoriented to be more objective instead of a broad-brush approach to proactively address known issues systematically through the adaptive management process. A target of planting 1 million trees by 2031 has been set to aggressively restore forested habitat, increase canopy cover, enhance water quality, improve biodiversity and build climate resilience across the watershed. Re-emphasis on specific restoration strategies and solutions for the Twelve Mile Creek and Four Mile Creek watershed demonstrate prioritizing sensitive watersheds with varying resource management concerns and ideally these would eventually flow from needs identified in the actions recommended in updated watershed plans. NPCA remains committed to reintroducing cost sharing services and partnerships to assist the agricultural community to put nature back on marginal and environmentally sensitive arable lands. Addressing invasive species, as well as addressing species at risk and other specific habitat requirements are also future program considerations under the intentional approach of the modern and Enhanced NPCA Watershed Restoration and Stewardship services.

The NPCA will actively pursue new and strengthen existing partnerships within the communities that we serve to ensure the preservation, maintenance, sustainability, restoration, and enhancement of the natural environment. These partnerships include those with the Federal and Provincial governments, municipalities, conservation clubs, service groups, private property owners, conservation area neighbours, adjacent Conservation Authorities, the Niagara Peninsula Conservation Foundation, as well

as the NPCA Board of Directors, our staff, and Indigenous communities and individuals. We will develop new approaches to improve conservation efforts and streamline program delivery with these partners.

In the past partnerships such as the one between NPCA, the Niagara Region and provincial Ministry of the Environment behind the former Niagara Water Strategy (initially known as the Niagara Waters Quality Protection Strategy) that was born locally in response to the Walkerton tragedy tremendously advanced the integrated watershed management approach within the Niagara Watershed.

As required by O. Reg. 686/21, costs related to NPCA's enhanced restoration and stewardship, enhanced integrated watershed monitoring, watershed planning and studies, and education and outreach that compliment and support our natural hazard management mandate, as identified through the 2024 NPCA budget are shown in Appendix II. Prioritization of operating and capital costs to continue to support these programs and services are determined through annual budget processes.

5.0 IMPLEMENTATION AND REVIEW

Under O. Reg. 686/21: Mandatory Programs and Services, the NPCA is required to identify a process for the periodic review and updating of the Watershed Strategy, including procedures to ensure stakeholders and the public are consulted during the review and update process. Given the integrated nature of the Watershed Strategy with the Strategic Plan, the Watershed Strategy should be updated within one year of the update to the Strategic Plan. Should there be an exceptional circumstance that would warrant an earlier update to the Watershed Strategy (e.g., legislation changes), then staff could initiative an update outside of the Strategic Plan update cycle and should seek direction from the Board of Directors.

An Engagement Plan will be developed for each update to the Watershed Strategy to ensure NPCA's watershed partners, communities, indigenous communities and interested parties are appropriately consulted. Further, a Workplan identifying key tasks and general timelines will be presented to the NPCA Board upon initiation of an update to the Watershed Strategy.

6.0 PUBLIC ENGAGEMENT

A comprehensive communications and engagement strategy was developed in the early stages of the project, outlining a multi-channel approach and combination of traditional and digital tools and methods for informing and engaging a wide range of internal and external audiences.

NPCA sought to engage Indigenous partners and peoples, partner municipalities, residents, local interest groups, environmental groups and NGOs, technical experts like engineers and consultants, members of the agriculture, environment, planning, development, tourism, and education sectors, and the public within the Niagara Region, Haldimand County, and the City of Hamilton.

Communication and engagement tactics were tailored to these audiences and for each of the three phases of the Watershed Strategy project:

- Phase One (September): Initiate Process & Collect Feedback
- Phase Two (October-November): Check-in & Validate
- Phase Three (December): Launch & Release

Guided by the 2021-2031 Strategic Plan, NPCA staff collaborated on a discussion paper outlining the vision for the continued protection of natural systems and mitigation of natural hazards in the communities we serve, as well as the process for drafting the strategy. The discussion paper was shared on the Get Involved NPCA portal, which served as the central hub offering supporting materials and resources available for review and download, and several online engagement tools.

- Survey Tool: A 10-minute survey was designed to gather input on how the community benefits from NPCA's programs and services, and what risks they perceive may affect their effectiveness.
- FAQ Tool: Identified nine questions and provided clear and concise answers to these common inquiries and concerns from the community.
- Questions: This tool provided a space for community members to ask questions for staff response.

Key outreach efforts included a Public Information Centre (PIC), stakeholder meetings, direct emails, and targeted social media campaigns. The use of both in-person and online engagement opportunities helped ensure accessibility for diverse audiences and broad participation.

A strong focus was also placed on proactive communication, using media releases, social media, and print advertising to keep the public informed of the many opportunities for engagement. NPCA was

successful in obtaining earned media exposure from key media partners such as Niagara Dailies, Village Media, and YourTV Niagara.

| Key Tools & Tactics | Results (Ongoing until November 1) |
|---|--|
| Get Involved NPCA – online engagement portal | 793 web visits |
| On-line Survey | 18 responses |
| Hybrid Public Information Centre + video | 27 registrations 6 attended virtually 4 attended in-person 42 video views |

NPCA staff, the Board of Directors, and the Public Advisory Committee (PAC) played an essential role in shaping the Watershed Strategy. Staff, as the experts on the ground, had opportunities to share their insights and feedback through virtual meetings, emails, and discussions. Their daily experience and expertise served as a vital sounding board for the project. The Board and PAC were updated regularly, and they provided valuable input, with PAC members also helping to share information and encourage feedback within their communities and networks.

6.1 Survey and Results

The survey launched on September 6 to encourage the public, partners, staff, and any other interested parties to provide feedback and comments on the Watershed Strategy. The main goal of the survey was to obtain feedback on how the community benefits from NPCA’s programs and services, and what issues or risks they perceive may affect their effectiveness. This process provided a mechanism to update NPCA’s programs and services inventory and identify where opportunities exist for improving or maintaining watershed health.

Survey results show participant’s strong familiarity with NPCA programs and services, with most respondents having engaged with flood and erosion management programs, followed by natural asset management, camping, facility rentals and special events.

Participants were provided with 10 issues or risks that could impact the effectiveness of NPCA's program and service delivery as identified by staff experts. They were asked to select the level of impact that each could have—high impact, moderate impact, slight impact, or no impact.

High Impact

- Increased growth pressures on the watersheds
- Securing additional funding sources
- Impacts on water quality
- Loss of natural vegetation cover
- Potential changes to legislation affecting Conservation Authorities
- Climate variability and change

Moderate Impact

- Invasive species
- Increasing use of NPCA conservation areas
- Public accessibility to NPCA conservation areas

Slight Impact

- Increasing demand for environmental education

While some respondents selected 'no impact' for certain risks, they were outweighed by most participants selecting that they would in fact highly impact the delivery of NPCA's programs and services.

Survey participants offered additional input pertaining to other issues or risks that NPCA should consider. Upon analysis of this feedback, most of them had already been identified, however this served as confirmation that NPCA's Watershed Strategy will align with the needs of the community it serves.

- **Biodiversity Loss and Misuse of Natural Areas:** Respondents expressed concerns about the overuse of natural areas by new users, including overfishing, unsustainable foraging (e.g., mushrooms), and the loss of protected wetlands due to policy changes and landowner actions.
- **Legislative and Policy Concerns:** Respondents suggested stricter laws to protect creeks, waterways, and natural forests, as well as measures to limit industrial access to rural lands and ensure that new developments prioritize green spaces, trees, and natural ecosystems.
- **Development Pressures:** The expansion of buildings and development in response to community growth was raised as a concern, particularly regarding its impact on natural habitats and agricultural land.

Lastly, participants provided positive and constructive feedback on how NPCA programs and services could be enhanced. These are summarized in the following reoccurring themes:

- **NPCA Leadership and Collaboration:** Several respondents praised the improvements in NPCA's programs and services, citing strong leadership, collaboration with municipalities, and the positive working relationships fostered by NPCA's senior management.
- **Conservation and Land Protection:** Many emphasized the need for NPCA to prioritize acquiring and protecting vulnerable lands, particularly wetlands and biodiversity-rich areas within urban boundaries. Some also raised concerns about the impact of quarry developments on creeks, streams, and the surrounding ecosystems.
- **Addressing Local Environmental Issues:** Some respondents highlighted specific areas of concern, such as Two-Mile Creek in Niagara-on-the-Lake and Beaverdams Creek in Niagara Falls, encouraging a focus on these as well as increased restoration efforts, and recognition of these areas as important environmental assets.

6.2 Indigenous Engagement

Information about the Watershed Strategy was shared with local First Nations, Indigenous partners and community through email. The list of contacts included local First Nations whose Traditional Territory and/or Treaty Lands are within the NPCA watershed jurisdiction, as well as the Niagara Region Métis Council, Friendship Centres, Indigenous representatives on NPCA's Public Advisory Committee, and local Indigenous businesses and organizations.

6.3 Public Information Centre

NPCA hosted a hybrid Public Information Centre (PIC) on September 24, which was live-streamed and shared on the YouTube channel for individuals who were not able to attend. A presentation on the Watershed Strategy was delivered focused on the process, requirements from the *Conservation Authorities Act*, timelines, and a breakdown of programs and services. A question-and-answer period followed, and in-person and online attendees posed questions to NPCA staff. Attendees were encouraged to visit the Get Involved NPCA portal to fill out the survey and provide additional feedback after the meeting. A total of 27 people registered for the PIC, with four people attending in person and six attending online. The YouTube live stream received 42 views to date.

6.4 Draft Watershed Strategy

Moving forward into Phase Three, the plan emphasizes a consistent feedback loop, with opportunities for a 3-week commenting period for the draft strategy, as well as involvement from NPCA's board and staff. The timeline culminates in a final strategy release, ensuring the community has been engaged and informed at each stage of the project.

Following the initial round of public engagement, NPCA analyzed and incorporated community feedback received through the survey, PAC member comments, and the PIC to refine key areas of most concern and proceed to developing a draft. The draft Watershed Strategy will be posted online for a 3-week commenting period. Additionally, the draft Watershed Strategy will be presented to the NPCA Board of Directors meeting in October for feedback from board members.

[This section to be completed after the draft Strategy has been posted and comments received]

APPENDIX 1: CATEGORY 1 MANDATORY PROGRAMS AND SERVICES

A summary of existing technical studies, monitoring programs and other Information that guide NPCA’s Mandatory Programs and Services

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|---|---|----------------------|
| Natural Hazard Management | | | |
| Protecting people and properties from flood, erosion, and other natural hazards. | | | |
| Flood Forecast and Warning | <p>Delivery of accurate, real-time information for flood forecasting, warning, and messaging. Issue flood warnings.</p> <p>Water quantity monitoring specific to flood forecasting and warning: Collect and maintain data from dams, streamflow gauges, rainfall gauges, and snow courses, as well as collect weather forecasts from various sources.</p> <p>Climate Monitoring</p> | <ul style="list-style-type: none"> • Data on precipitation, river flows, reservoir, and Great Lake water levels taken from 21 rain gauge stations, 15 stream gauge stations, 3 Great Lakes gauge stations, and 7 snow course stations. • Observed flood elevations and data gathered in the field. • Flood messages issued by the Alertable mobile app system. | 1.2, 2.2, 2.3, 4.2 |
| Flood and Erosion Management | <p>Management and monitoring of riverine erosion across the watershed jurisdiction.</p> <p>Ice management</p> <p>Floodplain mapping</p> <p>Flood and erosion risk and mitigation studies</p> <p>Operation and maintenance of NPCA flood and erosion control</p> | <ul style="list-style-type: none"> • Digital elevation models and other geospatial data. • Watercourse floodplain mapping. • Hydrologic and hydraulic models. • Ontario Ministry of Natural Resources Flooding Hazard Technical Guidelines • Natural Hazard Infrastructure Operational Plans. • Natural Hazard Infrastructure Asset Management Plans. | 1.2, 2.2, 2.3, 4.2 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|-----------------------------------|---|---|----------------------|
| | <p>Infrastructures</p> <p>Flood and erosion hazard mitigation projects</p> | | |
| Shoreline Hazard Management | <p>Shoreline management plans</p> <p>Integration of natural hazard management with overall shoreline climate resiliency and watershed resource management to respond to climate change risk and vulnerability</p> <p>Flood and erosion hazard mitigation projects</p> | <ul style="list-style-type: none"> • NPCA Lake Erie and Lake Ontario Shoreline Management Plans • Digital elevation models and other geospatial data. • Ontario Ministry of Natural Resources Great Lakes Hazards Technical Guidelines | 1.2, 2.2 |
| Environmental Planning and Policy | <p>Review and commenting on proposals, applications, or other matters under the Federal and Provincial Environmental Assessment Acts related to s. 28 and natural hazards</p> <p>Review and process s. 28 permit applications related to public infrastructure (e.g. Hydro One, Enbridge, Bell, municipal, DART protocol)</p> <p>Review and comment on municipal Official Plan Reviews and Updates as</p> | <ul style="list-style-type: none"> • Conservation Authorities Act and related regulations, including O. Reg. 41/24 • Ontario Environmental Assessment Act • Municipal Class Environmental Assessment • Drainage Act; DART Protocol • 2021 MOU between Conservation Ontario and Hydro One Networks Inc. • Planning Act • NPCA Policy Document: Policies for Planning and Development in the Watershed of the NPCA | 1.2, 2.1, 5.3 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|-------------------------------|--|---|----------------------|
| | well as supporting technical studies relating to natural hazards | <ul style="list-style-type: none"> • NPCA Procedural Manual • Mapping of natural hazards (e.g., watercourses, wetlands, unstable soil or bedrock, shoreline areas affected by flooding, erosion of dynamic beach hazards) and regulated areas and other geospatial data • Various MNR Technical Guidelines for Natural Hazards e.g. Erosion and Flooding • Recent and historical orthoimagery | |
| Planning and Permitting | <p>Review and commenting on proposals, applications, or other matters under the Planning Act, Niagara Escarpment Act, and Aggregates Resources Act related to s. 28 and natural hazards</p> <p>Review and process s. 28 permits (not related to public infrastructure)</p> | <ul style="list-style-type: none"> • Conservation Authorities Act • Ontario Regulation 41/24 • Niagara Escarpment Planning and Development Act • The Planning Act • NPCA Policy Document: Policies for Planning and Development in the Watershed of the NPCA • NPCA Planning and Procedural Manual • Shoreline Management Plans for Lake Erie and Lake Ontario • Twelve Mile Creek Slope Stability Study • MNRF Technical Guide-River and Streams Systems: Erosion Hazard Limit and Flood Hazard Limit | 1.2, 2.1, 5.3 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---------------------------------------|--|---|------------------------------|
| | | <ul style="list-style-type: none"> • Mapping of natural hazards (e.g., watercourses, wetlands, unstable soil or bedrock, shoreline areas affected by flooding, erosion of dynamic beach hazards) and regulated areas and other geospatial data • Recent and historical orthoimagery | |
| Section 28 Compliance and Enforcement | <ul style="list-style-type: none"> • Investigate complaints and contraventions of Section 28 of the CA Act. • Conduct compliance inspections of issued NPCA Section 28 permits • Gain compliance with the CA Act and associated regulations for contraventions and violations • Initiate and support court proceedings where compliance is unsuccessful • Enforce court orders and settlements as required. • Provide client and public education on compliance and enforcement role of the NPCA | <ul style="list-style-type: none"> • Conservation Authorities Act • Ontario Regulation 41/24 • Provincial Offences Act and associated Regulations • NPCA Section 28 Compliance and Enforcement Procedural Manual, 2022 • Conservation Ontario/NPCA Section 28 Enforcement Guidelines, 2011 • NPCA Internal Standard Operating Procedures for Compliance and Enforcement • NPCA Policies for Planning and Development in the Watershed, 2022 • NPCA Planning and Permitting Procedure Manual, 2022 • Digital elevation models and other geospatial data • Recent and historical orthoimagery | 1.2, 2.1, 2.2, 4.1, 5.2, 5.3 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|---|---|-------------------------|
| Watershed Management and Climate Change | | | |
| Programs and services to understand the current conditions, cumulative impacts, and risks to watersheds. Strategies and measures to protect, enhance, and restore watersheds toward creating healthy and climate-resilient watersheds. | | | |
| Watershed-based Resource Management Strategy | Implementation, review and update to the strategy, including compiling existing resource, management, plans, watershed plans, studies and data | <ul style="list-style-type: none"> Digital elevation models and other geospatial data Recent and historical orthoimagery | 1.1, 1.2, 2.2, 4.1, 4.2 |
| Watershed and Sub-watershed Planning | <p>Updates to NPCA watershed plans</p> <p>Sub-watershed-level assessments and analyses (e.g., water budgets, catchment assessment, non-point source modelling, groundwater modelling, and systematic conservation monitoring)</p> <p>Determine the cumulative watershed impacts from natural resource inventory and resource assessment studies</p> <p>Develop and maintain recommendations and guidelines to assist in the management of watershed natural resources</p> | <ul style="list-style-type: none"> O. Reg 686/21 Data collected under the Provincial Water Quality Monitoring Network and the Provincial Groundwater Monitoring Network and associated reporting Planning applications SWAT non-point source modelling for the Welland River watershed Source Water Protection Assessment and related reports Natural Areas Inventory geospatial data and reports NPCA Watershed Natural Asset Analysis and Valuation study Floodplain Mapping and hydrologic modelling output and associated reports Geospatial data such as Natural Areas Inventory, Hydrography, etc. Digital elevation models, recent and historical orthoimagery | 1.1, 2.2, 4.1 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|---|---|-------------------------|
| Water Monitoring (surface and groundwater) | Complete field sampling and maintenance of program infrastructure in support of the Provincial Water Quality Monitoring Network (PWQMN) and Provincial Groundwater Monitoring Network (PGMN). | <ul style="list-style-type: none"> Ontario Regulation 686/21- Other Program and Services PWQMN and the PGMN Watershed-based Resource Management Strategy NPCA Enhanced Integrated Watershed Monitoring Program | 1.1, 1.4, 2.2 |
| Ecological Monitoring | Ecological monitoring on NPCA-owned lands in support of land management plans | <ul style="list-style-type: none"> Conservation Areas Strategy NPCA Enhanced Integrated Watershed Monitoring Program | 1.1, 1.4, 2.2 |
| Ecological Restoration | <p>Internal restoration services related to conservation area land management plans</p> <p>Internal restoration services to support NPCA programs and services (e.g. review of s. 28 permit applications and compliance and enforcement, informing land securement strategy implementation)</p> | <ul style="list-style-type: none"> Natural Areas Inventory geospatial data and reports NPCA Watershed Natural Asset Analysis and Valuation study Floodplain Mapping and hydrologic modelling output and associated reports Geospatial data such as Natural Areas Inventory, Hydrography, etc. Digital elevation models, recent and historical orthoimagery Various MNR Technical Guidelines for Natural Hazards e.g. Erosion and Flooding | 1.3, 1.4, 4.1, 4.2 |
| Section 28 Regulatory Mapping Technical Studies | Technical studies to support NPCA hazard management functions (e.g. Ecological land classification mapping; S.28 regulation mapping of wetlands, | <ul style="list-style-type: none"> Various MNR Technical Guidelines for Natural Hazards e.g. Erosion and Flooding Conservation Ontario/MNR Guidelines for Developing | 1.1, 1.2, 1.3, 2.2, 5.2 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|----------------------------------|--|---|----------------------|
| | watercourses, and karst; Digital terrain elevation model) | <p>Schedules of Regulated Areas (October 2005)</p> <ul style="list-style-type: none"> • Conservation Ontario Procedure for Updating Section 28 Mapping (2018) • MNR Ecological Land Classification for Southern Ontario (Lee et al. 1998) • Geospatial data, DEM, and orthoimagery | |
| Climate Change Resilience | Climate change research to support climate change forecasting, watershed vulnerability and risk assessments, and watershed impact assessment and mitigation strategies | <ul style="list-style-type: none"> • Climate Projections for Niagara Region (TRCA, December 2021) • Niagara Peninsula Watershed Natural Asset Analysis and Valuation Report (Green Analytics, 2024) | 1.1, 1.2, 2.3 |
| Drinking Water Source Protection | <p>Acts as the local watershed-level agency, known as the legislated role of Source Protection Authority (SPA) under the Clean Water Act, 2006, and are required to:</p> <ul style="list-style-type: none"> • Establish and maintain the Source Protection Committee (SPC) • Provide program, administrative, technical, and scientific support to the SPC | <ul style="list-style-type: none"> • Clean Water Act, 2006 and associated regulations • Safe Drinking Water Act, 2002 and associated regulations • 2021 technical rules under the Clean Water Act, 2006 • Niagara Peninsula Assessment Report • Niagara Peninsula Source Protection Plan • Niagara Peninsula Explanatory Document | 1.1, 4.1 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|--|---|--------------------------------|
| | <ul style="list-style-type: none"> Carry out locally initiated amendments to the Assessment Report and Source Protection Plan for the inclusion of new or changing municipal residential drinking water systems Maintain and make accessible source protection program data to inform local decision making Monitor Source Protection Plan implementation Prepare annual progress reports to report on local progress. Support municipalities and local implementors in fulfilling their Source Protection Plan implementation responsibilities | <ul style="list-style-type: none"> Geospatial Data, DEM, and orthoimagery | |
| <p>Conservation Authority Lands and Conservation Areas Manage 2,982 ha of lands, including 41 conservation areas essential to watershed management, environmental protection, cultural heritage, and recreation.</p> | | | |
| <p>Section 29 Compliance and Enforcement</p> | <ul style="list-style-type: none"> Conduct compliance inspections for issued NPCA Section 29 permits and/or associated works Investigate complaints and contraventions of Section 29 of the CA Act Conduct routine enforcement inspections of NPCA owned | <ul style="list-style-type: none"> Conservation Authorities Act Ontario Regulation 688/21 Provincial Offences Act and associated Regulations NPCA Internal Standard Operating Procedures for Compliance and Enforcement Geospatial Data, DEM, and orthoimagery | <p>1.2, 1.4, 2.1, 5.2, 5.3</p> |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|---|---|----------------------|
| | <p>properties for unauthorized use, hunting, trespass and/or encroachment</p> <ul style="list-style-type: none"> • Initiate and support enforcements actions (notices and tickets), and court proceedings where compliance is unsuccessful • Enforce court orders and settlements as required • Provide client and public education on compliance and enforcement role on CA owned lands | | |
| <p>Land Care Program (conservation areas)</p> | <p>Management and maintenance of conservation areas (e.g., gates, fencing, signage, landscaping, pedestrian bridges, trails, parking lots, and roadways)</p> <p>Passive recreation</p> <p>Risk Management</p> <p>Hazard tree management</p> <p>Maintenance of heritage buildings</p> <p>Forest Management</p> | <ul style="list-style-type: none"> • Conservation Areas Strategy • NPCA management and master plans • NPCA Internal Standard Operating Procedure • Geospatial Data, DEM, and orthoimagery | <p>1.4, 3.1, 3.3</p> |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|--|--|-------------------------|
| Land Acquisition and Disposition | Strategic acquisition of properties related to mitigating the risk of natural hazards in accordance with NPCA Land Securement Strategy | <ul style="list-style-type: none"> Geospatial Data, DEM, and orthoimagery | 1.4, 3.1 |
| Land Management Planning | Conservation Area Land Inventory and Conservation Area Strategy Conservation Area Management Planning | <ul style="list-style-type: none"> Geospatial Data, DEM, and orthoimagery | 1.4 |
| Enabling Services Support for all CA departments, the Board of Directors, member municipalities and the general public enables NPCA to operate in an accountable, transparent, efficient and effective manner. | | | |
| Corporate Services | Administrative support Human resources (incl health and safety) Property taxes and occupancy costs Oversight of programs and policies Operating costs not directly related to any specific program or service (e.g., overhead) Records management Grant management | <ul style="list-style-type: none"> CPA Canada Standards and Guidance Collection CPA Canada Standards and Guidance Collection CPA Canada Standards and Guidance Collection | 5.1, 5.2, 5.3, 6.1, 6.2 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---------------------------------------|--|--|------------------------------|
| Financial Services | Annual budget Accounts payable and receivable Procurement Payroll Financial analytics and reporting Audit Administration of reserves and investments | <ul style="list-style-type: none"> • Budget Assumptions & Timetable • CPA Canada Standards and Guidance Collection • Employment Standards Act • Collective Agreement - OPSEU L212 • CPA Canada Standards and Guidance Collection • NPCA – Reserves Policy • NPCA – Investment Policy | 5.2, 5.3, 6.1, 6.2 |
| Information Management and Technology | Digital technology, licensing fees, data/voice services Management and integration of data for geographic information system (GIS) Support open data portal and science Mapping and GIS support for watershed resources planning and natural hazards management Support development and implementation of watershed-based resource management strategy | <ul style="list-style-type: none"> • GO-ITS 43 Web Metadata Standard • GO-ITS 46 Common Metadata Elements Standard • Data Capture Specifications for Medium-Scale Hydrographic Features • NPCA’s Digital Transformation Strategy • Bill 194 - Enhancing Digital Security and Trust Act • CA Act • Clean Water Act | 1.1, 1.2, 1.3, 2.2, 5.2, 5.3 |

| Category 1 Program or Service | Description | Program Guidance | Strategic Plan Goals |
|---|--|--|-----------------------------|
| Governance and Corporate Administration | Support to governance and corporate administration Board governance Public Advisory Committee and ad-hoc committees Strategic planning/ reporting and CAO oversight | <ul style="list-style-type: none"> • Conservation Authorities Act • Municipal Conflict of Interest Act • Municipal Freedom of Information and Protection of Privacy Act and R.R.O 1990, Regulation 823 under the Act • NPCA 2021-31 Strategic Plan | 5.2, 5.3 |
| Asset Management | Capital costs for flood infrastructure Capital costs for conservation land infrastructure | <ul style="list-style-type: none"> • CPA Canada Standards and Guidance Collection • NPCA – TCA Policy • CPA Canada Standards and Guidance Collection • NPCA – TCA Policy | 1.2, 1.4, 6.3 |

APPENDIX 2: 2024 NPCA BUDGET – INVENTORY OF PROGRAMS AND SERVICES FORMAT

| Niagara Peninsula Conservation Authority | | | | | | | | | | |
|---|--|----------|------------------|------------------|----------------|------------------|----------------|---------------|------------------|------------------|
| 2024 Budgets and Municipal Levies (Budget by Programs and Services) | | | | | | | | | | |
| Appendix 4 - Report No. FA-41-23 | | | Levy | | | | Non-Levy | | | TOTAL |
| Dept | Description | Category | Niagara | Hamilton | Haldimand | Total Levy | Provincial | Federal | Self-Generated | BUDGET |
| General Levy - Category 1 and 2 | | | | | | | | | | |
| Natural Hazard Management | | | | | | | | | | |
| 301 | Flood Forecasting and Warning | 1 | 177,431 | 48,729 | 4,378 | 230,538 | 31,000 | | | 261,538 |
| 157 | Flood and Erosion Management | 1 | 43,554 | 11,961 | 1,075 | 56,590 | 5,200 | | | 61,790 |
| 323 | Water Resources | 1 | 79,522 | 21,840 | 1,962 | 103,324 | | | | 103,324 |
| 329 | Shoreline Hazard Management | 1 | 18,772 | 5,155 | 463 | 24,390 | | | | 24,390 |
| 345 | Environmental Planning and Policy | 1 & 2 | 210,237 | 57,738 | 5,187 | 273,162 | | | 153,000 | 426,162 |
| 361 | Planning and Permitting | 1 & 2 | 262,711 | 72,149 | 6,482 | 341,342 | 38,600 | | 576,000 | 955,942 |
| 371 | Compliance and Enforcement | 1 | 450,929 | 123,841 | 11,126 | 585,895 | | | 40,800 | 626,695 |
| 391 | Planning Ecology | 1 & 2 | 80,852 | 22,205 | 1,995 | 105,052 | | | | 105,052 |
| TOTAL | | | 1,324,008 | 363,618 | 32,667 | 1,720,293 | 74,800 | - | 769,800 | 2,564,893 |
| Watershed Resource Management and Climate Change | | | | | | | | | | |
| New | Watershed-based Resource Management Strategy | 1 | - | - | - | - | - | - | - | - |
| 265 | Watershed Monitoring and Reporting | 1 | 251,576 | 69,091 | 6,207 | 326,874 | | | 12,000 | 338,874 |
| 217 | Special Projects (groundwater sampling) | 1 | 12,699 | 3,488 | 313 | 16,500 | | | | 16,500 |
| 125 | Regulatory Mapping Technical Studies | 1 | 43,820 | 12,035 | 1,081 | 56,936 | | | | 56,936 |
| 303 | Climate Change Resilience | 1 | 94,555 | 25,968 | 2,333 | 122,856 | | 29,323 | | 152,179 |
| TOTAL | | | 402,650 | 110,582 | 9,934 | 523,166 | - | 29,323 | 12,000 | 564,489 |
| Other Watershed Related Programs | | | | | | | | | | |
| 205 | Drinking Source Water Protection | 1 | | | | - | 155,909 | | | 155,909 |
| TOTAL | | | - | - | - | - | 155,909 | - | - | 155,909 |
| Conservation Authority Lands and Conservation Areas | | | | | | | | | | |
| 489 | Section 29 Enforcement and Compliance | 1 | 52,418 | 14,396 | 1,293 | 68,107 | | | | 68,107 |
| 427 | Land Care Program | 1 | 98,333 | 27,006 | 2,426 | 127,765 | | | 862,306 | 990,071 |
| 357 | Land Management Planning | 1 | 205,205 | 56,356 | 5,063 | 266,624 | | | 85,000 | 351,624 |
| 119 | Ecology | 1 | 108,058 | 29,676 | 2,666 | 140,400 | | | | 140,400 |
| TOTAL | | | 464,013 | 127,434 | 11,448 | 602,896 | - | - | 947,306 | 1,550,202 |
| Enabling Services | | | | | | | | | | |
| 101/107/127 | Corporate Services (incl HR, Corp Sup, AM) | 1 | 820,734 | 225,402 | 20,250 | 1,066,386 | 27,646 | 25,000 | 665,144 | 1,784,176 |
| 105 | Financial Services | 1 | 243,464 | 66,864 | 6,007 | 316,334 | | | | 316,334 |
| 109/131 | Information Management and Technology | 1 | 584,157 | 160,430 | 14,413 | 758,999 | 9,900 | | | 768,899 |
| 103/150 | Governance and Corporate Administration | 1 | 412,284 | 113,228 | 10,172 | 535,684 | 32,377 | | | 568,061 |
| 111 | Communications, Marketing and Public Relations | 1 | 265,876 | 73,019 | 6,560 | 345,455 | | | | 345,455 |
| 801 | Vehicles and Equipment | 1 | 201,338 | 55,294 | 4,968 | 261,600 | | | | 261,600 |
| 153/155 | Asset Management | 1 | 15,544 | 4,269 | 384 | 20,197 | | | 189,966 | 210,163 |
| TOTAL | | | 2,543,398 | 698,505 | 62,752 | 3,304,655 | 69,923 | 25,000 | 855,110 | 4,254,688 |
| TOTAL GENERAL LEVY | | | 4,734,069 | 1,300,139 | 116,802 | 6,151,010 | 300,632 | 54,323 | 2,584,216 | 9,090,181 |

| Niagara Peninsula Conservation Authority | | | | | | | | | | |
|---|--|----------|------------------|------------------|----------------|------------------|----------------|----------------|------------------|-------------------|
| 2024 Budgets and Municipal Levies (Budget by Programs and Services) | | | | | | | | | | |
| Appendix 4 - Report No. FA-41-23 | | | Levy | | | | Non-Levy | | | TOTAL |
| Dept | Description | Category | Niagara | Hamilton | Haldimand | Total Levy | Provincial | Federal | Self-Generated | BUDGET |
| General Levy - Category 3 - Cost Apportionment MOU | | | | | | | | | | |
| Watershed Resource Management and Climate Change | | | | | | | | | | |
| 227 | Restoration | 3 | 258,495 | 70,992 | 6,378 | 335,864 | | | 202,553 | 538,417 |
| 123 | Community Engagement and Stewardship | 3 | 224,042 | 61,530 | 5,528 | 291,100 | | | | 291,100 |
| 343 | Integrated Watershed Planning | 3 | 202,348 | 55,572 | 4,992 | 262,912 | | | | 262,912 |
| TOTAL | | | 684,885 | 188,093 | 16,898 | 889,876 | - | - | 202,553 | 1,092,429 |
| TOTAL GENERAL LEVY - CATEGORY 3 | | | 684,885 | 188,093 | 16,898 | 889,876 | - | - | 202,553 | 1,092,429 |
| Special Levy | | | | | | | | | | |
| TDB | Capital and Special Projects | 1 | 1,601,271 | 263,309 | 14,679 | 1,879,259 | | | 425,952 | 2,305,211 |
| TDB | Land Securement | 2 | 250,000 | 148,039 | 13,252 | 411,291 | | | | 411,291 |
| TOTAL SPECIAL LEVY | | | 1,851,271 | 411,348 | 27,931 | 2,290,550 | - | - | 425,952 | 2,716,502 |
| Fee for Service - Schedule A | | | | | | | | | | |
| 265 | Watershed Monitoring and Reporting | | | | | | | | 178,500 | 178,500 |
| TOTAL FEE FOR SERVICE - SCHEDULE A | | | - | - | - | - | - | - | 178,500 | 178,500 |
| Provincial, Federal, Authority Generated | | | | | | | | | | |
| Other Watershed Related Programs | | | | | | | | | | |
| 241 | Niagara River Remedial Action Plan | 3 | | | | | 240,028 | 158,000 | | 398,028 |
| TBD | Other (new projects/programs - i.e. 2BT) | 3 | | | | | - | - | | - |
| TOTAL | | | | | | | 240,028 | 158,000 | - | 398,028 |
| Conservation Authority Lands and Conservation Areas | | | | | | | | | | |
| 395/401/403/405 | Active Recreation Programs | 3 | | | | | | | 2,104,031 | 2,104,031 |
| 407/411 | | | | | | | | | | |
| 413 | Educational Programming | 3 | | | | | | | 440,000 | 440,000 |
| New | Land Management, Other Agencies | 3 | | | | | | | | |
| TOTAL | | | | | | | - | - | 2,544,031 | 2,544,031 |
| TOTAL PROVINCIAL, FEDERAL, AUTHORITY GENERATED | | | | | | | 240,028 | 158,000 | 2,544,031 | 2,942,059 |
| GRAND TOTAL | | | 7,270,226 | 1,899,580 | 161,630 | 9,331,436 | 540,660 | 212,323 | 5,935,252 | 16,019,671 |

| SUMMARY | | | | | | | | | |
|-----------------|------------------|------------------|----------------|------------------|----------------|----------------|------------------|-------------------|--|
| Operating | 5,418,955 | 1,488,232 | 133,699 | 7,040,886 | 540,660 | 212,323 | 5,509,300 | 13,303,169 | |
| Capital | 1,601,271 | 263,309 | 14,679 | 1,879,259 | - | - | 425,952 | 2,305,211 | |
| Land Securement | 250,000 | 148,039 | 13,252 | 411,291 | - | - | - | 411,291 | |
| TOTAL | 7,270,226 | 1,899,580 | 161,630 | 9,331,436 | 540,660 | 212,323 | 5,935,252 | 16,019,671 | |

From: Scott Butler <scott@goodroads.ca>

Date: Tuesday, October 29, 2024 at 18:26

To: Nicole.Rubli@portcolborne.ca <Nicole.Rubli@portcolborne.ca>

Subject: establishment of an Ontario Rural Road Safety Program

Wednesday, October 09, 2024

To: City of Port Colborne Head of Council and Council Members

Sent via email to: Nicole.Rubli@portcolborne.ca

Subject: Establishment of an Ontario Rural Road Safety Program

Too many Ontarians are being seriously injured or killed on our roads.

In 2023, there were 616 people killed and 36,090 people injured. The number of fatalities is up nearly 20% in the last ten years.

In 2021, the most recent year of complete data from MTO's *Ontario Road Safety Annual Report* (ORSAR), there were 561 fatalities – 426 of which occurred on municipal roads. While rural Ontario only represents 17% of the province's population, 55% of these deaths occurred on rural roads. By any measure, Ontario's rural roads are disproportionately more dangerous.

At the same time, municipal insurance premiums continue to increase. With no plausible reform being considered for joint and several liability, municipalities need to find innovative means for managing risk, particularly on their roadways,

To deal with this crisis, Good Roads has designed a multifaceted rural road safety program and have been in discussions with the Ministry of Transportation to fund it. The program would target a municipality's most dangerous roads, perform road safety audits, and install modern safety infrastructure that prevents serious injuries and save lives. This program is designed to be cost effective while also providing rural municipalities with a direct means for addressing risk associated with their roadways.

Good Roads has proposed leading a five-year \$183 million program that leverages our 131 years of municipal road expertise and our industry partnerships to quickly put in place the solutions that will address some of Ontario's most dangerous roads.

Good Roads is seeking support to address these preventable tragedies.

If the City of Port Colborne would be interested in pursuing this, a Council resolution similar to the example below should be adopted and sent to the Premier and the Minister of Transportation:

WHEREAS official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads;

AND WHEREAS, despite only having 17% of the population, 55% of the road fatalities occur on rural roads;

AND WHEREAS, rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base;

AND WHEREAS, preventing crashes reduces the burden on Ontario's already strained rural strained health care system;

AND WHEREAS, roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles;

THEREFORE, BE IT RESOLVED THAT the City of Port Colborne requests that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead. It will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Hon. Prabmeet Sarkaria, Minister of Transportation, Hon. King Surma, Minister of Infrastructure, Hon. Rob Flack, Minister of Agriculture, Hon. Lisa Thompson, Minister of Rural Affairs, Hon. Trevor Jones, Associate Minister of Emergency Preparedness and Response, and Hon. Sylvia Jones, Minister of Health, and Good Roads; and

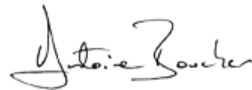
FURTHER THAT this resolution be circulated to all municipalities in Ontario requesting their support.

If you have any questions regarding this initiative please contact Thomas Barakat, Good Roads' Manager of Public Policy & Government Relations, at thomas@goodroads.ca at your convenience.

Sincerely,



Scott R. Butler
Executive Director



Antoine Boucher
President
Good Roads Board of Directors

From: [RoadSafety \(MTO\)](#)
Subject: Electric Kick-Scooter (E-Scooter) Pilot Program
Date: October 28, 2024 1:54:20 PM

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

Dear Valued Stakeholder:

We are pleased to inform you that Ontario has extended the [Electric Kick-Scooter \(E-Scooter\) Pilot Program](#) for an additional five years, until November 27, 2029. This extension reflects our ongoing commitment to exploring innovative, sustainable transportation options while ensuring public safety.

Please note that the program continues to operate on a municipal opt-in basis, which requires the enactment of local by-laws. Municipalities that have currently opted in may need to amend their by-laws to reflect the new expiry date in order to maintain their participation in the program.

We greatly appreciate your valuable feedback in shaping our policies. Your input has been integral to our decision-making processes and will continue to be a key factor in assessing the future of e-scooters in Ontario.

If you have any questions or require further clarification, please do not hesitate to contact Anna Liza La Rosa, Team Leader, Road Safety Program Development Office, at Annaliza.Larosa@ontario.ca.

Sincerely,

Road Safety Program Development Office

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize the Temporary Borrowing of \$6,000,000.00 for 2025

Whereas the Council of The Corporation of the City of Port Colborne (the "City") authorizes the Mayor and Director of Corporate Services/Treasurer to temporarily borrow, as required, up to \$6,000,000 for operating cash flow in 2025 to meet the day-to-day expenditures, pending receipt of tax levies, user fees and revenues anticipated during the year; and

Whereas Section 407 of the *Municipal Act*, 2001, as amended, provides for Council to pass such a by-law; and

Whereas at its meeting of November 12, 2024 the Council of the City of Port Colborne approved the recommendation of Corporate Services Department, Report 2024-204, Subject: 2025 Borrowing By-law;

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

1. The Mayor and Director of Corporate Services/Treasurer are hereby authorized, on behalf of the City, to temporarily borrow, a sum or sums not to exceed the aggregate of \$6,000,000.00, from the Canadian Imperial Bank of Commerce (the "Bank"), to meet operating cash flow requirements in 2024, pending receipt of tax levies, user fees and revenues anticipated during the year and to give, on behalf of the Corporation, to the Bank, a promissory note or notes sealed with the Corporate Seal and signed by the Mayor and Director of Corporate Services/Treasurer for the monies so borrowed with interest at such rate as may be agreed upon from time to time, with the Bank.
2. All sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years from the said Bank for any or all of the purposes mentioned, in accordance with Section 407 of the *Municipal Act*, 2001, as amended, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year, and for all preceding years, as and when such revenues are received.
3. The Director of Corporate Services/Treasurer is hereby authorized and directed to apply, in payment of all sums borrowed as aforesaid, together with interest thereon, all of the monies hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
4. That this By-law shall come into force and take effect on the date of passing.

Enacted and passed this 12th day of November 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-Law no. _____

Being a By-law to Provide for an Interim Tax Levy for the Year 2025

Whereas Section 317 of the *Municipal Act*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipal purposes; and

Whereas the Council of this municipality deems it appropriate to provide for such interim levy on the assessment of property in this municipality.

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

In this by-law, the following words shall be defined as:

"Minister" shall mean the Minister of Finance

"MPAC" shall mean the Municipal Property Assessment Corporation

1. The amounts levied shall be as follows:

1.1 For the Residential, Pipeline, Farm, Farmland Awaiting Development, Railway Right-of-Way, and Managed Forest property classes, there shall be imposed and collected an interim levy of:

- a) the percentage prescribed by the Minister under Section 317(10) of the *Municipal Act*; or;
- b) 50%, if no percentage is prescribed, of the total annualized taxes for municipal and school purposes levied on property in the year 2024.

1.2 For the Multi-Residential, New Multi-Residential, Commercial, Parking Lot, Shopping Centre, Industrial and Large Industrial property classes, there shall be imposed and collected an interim levy of:

- a) the percentage prescribed by the Minister under Section 317(10) of the *Municipal Act*; or,
- b) 50%, if no percentage is described, of the total annualized taxes for municipal and school purposes levied on property in the year 2024.

The amounts shall be levied on the assessment according to the Assessment Roll, as returned by MPAC.

2. For the purposes of calculating the total amount of taxes for the year 2024 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2024 because assessment was added to the Collector's Roll during 2024, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

3. The provisions of this by-law apply in the event that assessment is added for the year 2025 to the Collector's Roll after the date this by-law is passed and an interim levy shall be imposed and collected.

4. All taxes levied and collected under this by-law shall be payable to the Office of the Treasurer, or any financial institution within the City of Port Colborne. Payment must be received at City Hall on or before the due dates in accordance with the provisions of this by-law.
 5. The interim tax levy imposed by this by-law shall have a date of demand being February 7th, 2025 and shall be paid in two instalments due on the following dates:
 - 5.1 One-half thereof on the **28th day of February of 2025;**
 - 5.2 One-half thereof on the **25th day of April of 2025;**
- Non-payment of the amount on the dates stated above shall constitute default and any subsequent instalments shall forthwith become payable.
- Properties registered for the preauthorized monthly payment program will have their taxes payable in automatic instalments at the first of the month beginning January 2, 2025 or the beginning of the month following enrolment.
6. The Treasurer may mail or cause to be mailed a notice specifying the amount of taxes payable and due dates for payment to the address of the residence or place of business of each person taxed under this by-law, unless the taxpayer directs the Treasurer, in writing, to send the bill to another address, in which case it shall be sent to that address. This direction will continue until revoked by the taxpayer in writing.
 7. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be on the tax bill under Section 343 of the *Municipal Act*.
 8. The final levy for the year 2025 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
 9. The provisions of s. 317 of the *Municipal Act*, as amended, apply to this by-law with necessary modifications.
 10. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment or late payment of any taxes or any instalment of taxes.
 11. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
 12. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
 13. This by-law shall come into force and take effect on the day of the final passing thereof.

Enacted and passed this 12th day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to establish a Municipal Accommodation Tax and repeal By-law No. 7015/53/22

Whereas Section 400.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”) provides that a local municipality may, by by-law, impose a tax in respect of the purchase of transient accommodation in the municipality; and

Whereas pursuant to Section 400.1 of the Act and Ontario Regulation 435/17 Transient Accommodation Tax, the Council of The Corporation of the City of Port Colborne wishes to impose a municipal transient accommodation tax rate to levy on the purchase of transient accommodation in the City of Port Colborne; and

Whereas pursuant to Section 400.1 (3) and 400.4 of the Act, Council may establish enforcement measures as Council considers appropriate if an amount assessed for outstanding tax, penalties or interest remains unpaid after it is due; and

Whereas Council wishes to add the arrears of the municipal transient accommodation tax, interest and penalties to the tax roll for the properties in the City of Port Colborne registered in the name of the Provider to be collected in like manner as property taxes and such arrears shall constitute a lien upon the lands, but pursuant to Section 400.4 (2) of the Act, such lien shall not be a priority lien for the purposes of subsections 1 (2.1), (2.2) and (3) of the Act, and such lien shall not have a higher priority than it would otherwise have in law in relation to other claims, liens or encumbrances.

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

1. Short Title

1.1 This By-law may be cited as the “Municipal Accommodation Tax By-law” or “MAT By-law”.

2. Definitions and Interpretations

2.1 In this By-law:

“**Accommodation**” means lodging, whether in a hotel, motel, motor hotel, campground, campsite, recreation vehicle, park model recreation vehicle, mobile home park, trailer park, lodge, inn, resort, hostel, bed and breakfast, short-term rental accommodation, boat or boat house, dwelling or dwelling unit, commercial resort unit, or any other establishment providing lodging, and the right to use

lodging, that is provided for consideration, whether or not the lodging is actually used for a continuous period of 30 days or less.

“Agent” means the person, entity, or third-party organization authorized and delegated the authority by the Treasurer to administer and collect the MAT, should the City choose to do so under the authority of this By-law.

“Ancillary Charges” means charges related to the purchase of Accommodation including, but not limited to, the purchase of food and beverages, internet, phone, gasoline, electricity, and any additional amenities.

“Bed and Breakfast” shall be defined in accordance with the City’s Lodging House By-law, as amended.

“By-law” means this by-law and any future amendments to it.

“Campground” shall be defined in accordance with the City’s Zoning By-law, as amended, and for the purposes of this By-law, shall have the same meaning as the term “campsite”.

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

“Commercial Resort Unit” means a dwelling unit with one room or a group of rooms in a building used or designed or intended to be used as a single, independent, and separate housekeeping establishment, in which: a) a private entrance is provided from outside the building or a common hallway or stairway inside the building; and, b) private or common food preparation and sanitary facilities may be provided for the exclusive use of such occupants; and that is rented for financial gain or profit for a continuous period of 30 days or less for use as temporary accommodation but is not occupied continuously as a principal residence.

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

“Dwelling” or **“Dwelling Unit”** shall be defined in accordance with the City’s Zoning By-law, as amended.

“Eligible Tourism Entity” has the meaning given to it in Ontario Regulation 435/17, as amended.

“Establishment” means the physical location, a building or part of a building that provides Accommodation.

“Hotel” or **“Hotel/Motel”** shall be defined in accordance with the City’s Zoning By-law, as amended, and for the purposes of this By-law, a motor hotel shall be deemed to be a “hotel”.

“Inn” means a building used for the purpose of supplying sleeping accommodation to the travelling public and may include meals but does not include a “Hotel” or “Hotel/Motel”.

“Lodging” includes: a) the use of a bedroom, a suite of rooms containing a bedroom, or the use of a bed within a bedroom; b) the use of one or more additional beds or cots in a bedroom or suite; and c) the use of a hotel room, motel room, motor hotel, campground, campsite, recreation vehicle, park model recreation vehicle, mobile home park, trailer park, lodge, inn, resort, hostel, bed and breakfast, short-term rental accommodation, boat or boat house, dwelling or dwelling unit, commercial resort unit, or any other establishment providing lodging, and the right to use lodging, that is provided for consideration, whether or not the lodging is actually used for a continuous period of 30 days or less.

“MAT Remittance Report” means the form established by the Treasurer for reporting MAT collected and to be paid to the City for a reporting period.

“Mobile Home Park” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Municipal Accommodation Tax” or **“MAT”** means the tax imposed under this By-law.

“Park Model Recreation Vehicle” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Provider” means an entity or person, including an owner or tenant, that sells, offers for sale, or otherwise provides Accommodation, and includes agents, hosts or others who sell, offer for sale by any means including through an online platform, or otherwise provide Accommodation.

“Purchaser” means a person who purchases Accommodation.

“Purchase Price” means the price for which Accommodation is purchased, including the price paid, and where applicable, any other consideration accepted by the Provider in return for Accommodation. Purchase Price does not include Ancillary Charges that are itemized separately on the Purchaser’s bill, receipt, invoice or similar document. Purchase Price does not include the goods and services tax imposed by the Government of Canada and by the Province of Ontario.

“Recreation Vehicle” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Short-Term Rental Accommodation” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Trailer Park” shall be defined in accordance with the City’s Zoning By-law, as amended.

“Treasurer” means the City’s Director of Corporate Services and/or the person appointed by Council from time to time to act in the legal capacity as authorized by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, and includes their authorized designate.

- 2.2 All references in this By-law to any legislation or by-law are meant to refer to the current legislation or by-laws applicable at the time this By-law was enacted and shall be construed as a reference thereto as amended, restated, replaced, or renamed from time to time or as a reference to any successor legislation or by-law.
- 2.3 The obligations imposed by this By-law are in addition to the obligations otherwise imposed by law or contract.
- 2.4 The words “include”, “includes” and “including” are not to be read as limiting the phrases or descriptions that precede them. Any examples provided are intended to be representative examples and not intended to be an exhaustive list.
- 2.5 References to items in the plural include the singular, as applicable.
- 2.6 The insertion of headings and the division of this By-law into sections and subsections are for convenience or reference only and shall not affect the interpretation thereof.
- 2.7 All days stated within this By-law shall be calendar days. Where the time for completing an act ends on a weekend or holiday, the act may be completed on the next business day.

3. Application of the Municipal Accommodation Tax

- 3.1 This By-law shall apply to all Accommodations within the geographic boundaries of the City.
- 3.2 A Provider of Accommodation shall charge the Municipal Accommodation Tax, plus applicable taxes, to every Purchaser, at the time of purchase. For greater clarity, a Provider of Accommodation shall include on every bill, receipt, invoice or similar document for the purchase of Accommodation a separate item for the four percent (4%) tax imposed on the purchase, and the item shall be identified as “Municipal Accommodation Tax” or “MAT”. Where the Provider of Accommodation fails to separately itemize Ancillary Charges, the Municipal Accommodation Tax will apply to the total amount of the purchase price.
- 3.3 Except as provided in section 4 of this By-law, every Purchaser shall pay the Municipal Accommodation Tax to the Provider of Accommodation at the time of

purchase in the amount of four percent (4%) of the Purchase Price of the Accommodation which is provided to the Purchaser for a continuous period of less than/equal to 30 days.

3.4 For greater clarity, the continuous period referred to above is not disrupted by the purchase of different rooms, suites, beds, or other Accommodation in the same Establishment in the course of the continuous period.

4. Exemptions

4.1 Despite section 3, the Municipal Accommodation Tax imposed under this By-law does not apply to:

- (a) The Crown, every agency of the Crown in right of Ontario and every authority, board, commission, corporation, office or organization of persons a majority of whose directors, members or officers are appointed or chosen by or under the authority of the Lieutenant Governor in Council or a member of the Executive Council;
- (b) Every board as defined in subsection 1 (1) of the *Education Act*;
- (c) Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating annual operating grants entitlements from the Crown;
- (d) Every hospital referred to in the list of hospitals and their grades and classifications maintained by the Minister of Health and Long-Term Care under the *Public Hospitals Act* and every private hospital operated under the authority of a licence issued under the *Private Hospitals Act*;
- (e) Every long-term care home as defined in subsection 2 (1) of the *Fixing Long-Term Care Act, 2021*, and every hospice;
- (f) Every retirement home as defined in the *Retirement Home Act*;
- (g) Every home for special care as defined in the *Homes for Special Care Act*;
- (h) Every treatment centre that receives provincial aid under the *Ministry of Community and Social Services Act*;
- (i) Every house of refuge or lodging for the reformation of offenders;
- (j) Every charitable or not-for-profit corporation or by the City or its contractors or agents or for any other person where the Treasurer is fully satisfied that it is for the purpose of providing or operating a shelter or emergency shelter for the

relief of the poor or for persons suffering from homelessness, or for the benefit of persons fleeing situations of physical, financial, emotional or psychological abuse;

- (k) Lodging provided by employers to their employees on a premises operated by the employer;
- (l) A lodging house as defined in the City's Lodging House By-law, as amended;
- (m) Every hospitality room in an establishment that may or may not contain a bed and is used for displaying merchandise, holding meetings, or entertaining;
- (n) Every booking with signed contracts prior to the date that this By-law takes effect, whether paid partially or in full, but that would be subject to By-law No. 7015/53/22; and
- (o) Any Accommodation provided by any commercial marine vessels or cruise ships.

5. Administration and Delegation

5.1 The Treasurer is delegated the authority to implement and administer this By-law, to collect the MAT and to take all actions and make all decisions, including any and all enforcement measures, required under this By-law. Without limiting the generality of the foregoing, the Treasurer is delegated the authority to:

- (a) establish, amend and sign from time to time, procedures, forms, documents and agreements as the Treasurer may determine are required to implement and administer this By-law and to collect the MAT;
- (b) perform all administrative functions referred to herein and conduct all enquiries, audits, assessments and approvals referred to herein and deemed necessary for the due administration, implementation and enforcement of this By-law and the collection of monies owing hereunder and to authorize refunds in accordance with this By-law;
- (c) designate an Agent to collect the MAT for the City;
- (d) instruct the City's solicitor to take legal action as may be considered appropriate; and
- (e) carry out all duties assigned to the Treasurer under this By-law.

5.2 The Treasurer may delegate the performance of any one or more of their functions under this By-law to one or more persons from time to time as the occasion requires, impose conditions upon such delegation and revoke any such delegation.

The Treasurer may continue to exercise any function delegated during the delegation.

5.3 Except as expressly provided to the contrary in this By-law, the decisions of the Treasurer are final.

6. Tax Collection and Remittance

6.1 Every Provider of Accommodation shall collect the MAT from the Purchaser at the time the Accommodation is purchased.

6.2 Every Provider shall include on every bill, receipt, invoice or similar document for the purchase of Accommodation a separate item identified as "Municipal Accommodation Tax" or "MAT", showing the rate at which the MAT is calculated, and the amount of the MAT imposed and collected on the purchase.

6.3 Every Provider shall, on or before the last day of the month following each quarter, remit to the City, or its Agent, the amount of the MAT collected for the previous quarter and submit the quarterly statement (the "MAT Remittance Report") in the form required by the City, detailing the number of the Accommodation sold, the purchase price of each Accommodation, the amount of MAT collected, and any other information as required by the City, for the purpose of administering and enforcing this By-law.

6.4 Every Provider shall file a MAT Remittance Report with the City or its Agent for a reporting period whether or not any MAT was collected during the reporting period.

6.5 Notwithstanding 6.3, the City may, at its sole discretion, change the remittance schedule for some or all Providers within the City providing that at least 30 days' notice has been given.

6.6 Every Provider shall, within 15 days after the last day of the month following each quarter, pay the City or its Agent an amount equal to the MAT required to be charged and collected from Purchasers during the quarterly period reported in the MAT Remittance Report.

6.7 When a due date falls on a Saturday, Sunday, or a public holiday recognized by the Canada Revenue Agency, the payment is considered on time if received on the next business day.

6.8 Every Provider shall ensure that the required MAT Remittance Report is:

- (a) in the form established by the Treasurer from time to time;
- (b) filed with the City or its Agent in the manner established by the Treasurer from time to time;

- (c) filed with the City or its Agent by the timelines established in this By-law;
- (d) fully completed when submitted; and
- (e) signed by an authorized officer to confirm the accuracy of the report.

7. Interest

- 7.1 Interest at a rate of 1.25 percent per month shall be charged on the amount of the MAT payable or remittable under this By-law for the non-payment or non-remittance of MAT from the first day of default to and including the date on which such tax is paid or remitted in full, and shall be based on the full occupancy of the Establishment, unless the actual amount of the MAT owing can be determined by the City, in which case the percentage of 1.25 percent of the actual amount of the MAT payable will be imposed.

8. Liens and Recovery of MAT

- 8.1 Any MAT, including MAT assessed under section 9 or adjusted under section 11 and related penalties and interest that are past due shall be deemed to be in arrears and a debt owing to the City. The Treasurer may and is hereby authorized to register a lien on any real property on which Accommodation has been provided and for which MAT remains owing.
- 8.2 Any MAT, including interest and penalties, in arrears shall constitute a lien upon the lands and may be collected in like manner as property taxes and, provided that such lien shall not be a priority lien for the purposes of subsections 1 (2.1), (2.2), and (3) of the *Municipal Act, 2001*, as amended, and such lien will not have a higher priority than it would otherwise have in law in relation to other claims, liens, or encumbrances.
- 8.3 Upon a default of payment of an amount payable or remittable under this By-law, in addition to any other remedies, the Treasurer may and is hereby authorized to bring an action for the recovery of any MAT, including interest and penalties, in any court in which a debt or money demand of a similar amount may be collected and every such action shall be brought and executed in and by the name of the City.
- 8.4 The Treasurer may and is hereby authorized to refer the collection of any MAT payable or remittable under this By-law to a bailiff or collection agency.
- 8.5 The use of any remedy by the City for the recovery of MAT, including interest and penalties, does not bar or affect any other remedy, and the remedies provided in this By-law for the recovery and enforcement of MAT are in addition to any other remedies existing at law, and no action or other proceeding in any way prejudices,

limits or affects any lien, charge or priority existing under this By-law in favour of the City.

9. Assessment and Failure to File Remittance Report or to Pay

- 9.1 The City may assess or reassess for any MAT payable by the Provider within three years from the day the MAT was payable or remittable.
- 9.2 Where a Provider has filed a MAT Remittance Report but failed to pay all or part of the MAT owing to the City, the Treasurer may assess the amount of MAT payable to the City based on the MAT Remittance Report.
- 9.3 Where a Provider has failed to file a MAT Remittance Report, the Treasurer shall send a notice of default informing the Provider that interest on the amount of the MAT payable to the City will be imposed as a penalty from the first day of default to and including the date on which remittance is paid in full. After 30 days following the issuance of the notice of default, the Treasurer shall assess the amount of MAT payable to the City for the quarterly period based on full occupancy of the Establishment.
- 9.4 The Treasurer shall send an invoice to the Provider setting out the amount of MAT assessed by the Treasurer under subsection 9.3, as payable by the Provider, and in the case of an invoice related to an amount assessed under subsection 9.2, advise the Provider of the rights to re-assessment under subsection 9.5. The Provider shall pay the assessed amount to the City within 15 days from the date of the invoice whether or not the assessed amount was actually collected by the Provider and whether or not the assessment reflects the amount of MAT actually payable.
- 9.5 Despite subsection 9.4, where the Treasurer has assessed MAT in accordance with subsection 9.3, the Provider may, within 30 days of the date of the invoice sent pursuant to subsection 9.4, apply to the Treasurer in writing for a re-assessment of the MAT owing to the City for the assessed period. No request for a re-assessment will be considered by the Treasurer unless the Provider:
- (a) has submitted a complete MAT Remittance Report for the period to which the assessment applied;
 - (b) has paid the amount of the MAT assessed by the Treasurer, in accordance with subsection 9.3 and set out in the invoice sent in accordance with subsection 9.4; and
 - (c) has paid any applicable penalties or interest on the amount of MAT assessed by the Treasurer under section 7.

- 9.6 Upon re-assessment by the Treasurer based on the MAT Remittance Report for the period, the Treasurer shall adjust the City records, if necessary, to reflect the re-assessment of the MAT and of any penalties or interest thereon.
- 9.7 In the event that the re-assessment by the Treasurer reveals an overpayment by the Provider, the Treasurer will notify the Provider in writing and will provide a refund of the amount overpaid. No interest shall be paid on the amount of overpayment.
- 9.8 Where the Provider, who is entitled to do so, fails to apply for a re-assessment in accordance with subsection 9.5, the amount assessed by the Treasurer in accordance with subsection 9.3 shall be final.

10. Audit and Inspection

- 10.1 Every Provider shall keep books of account, records and documents sufficient to furnish the City or its Agent with the necessary particulars, as of any point in time, to verify the accuracy and completeness of the amount of MAT collected and remitted to the City.
- 10.2 Every Provider shall retain such books of account, records and documents required under subsection 10.1 for a period of no less than seven years.
- 10.3 The City or its Agent may inspect and audit all books of account, records and documents of a Provider and require a Provider to produce copies of any documents or records required for the purposes of administering and enforcing this By-law, as required.
- 10.4 Any person authorized by the City for any purpose related to the administration or enforcement of this By-law may, at all reasonable times, enter onto the premises where business of a Provider is carried or where any books of account, records and documents required in subsection 10.1 are or should be kept and:
- (a) audit or examine the books and records and any account, voucher, letter, facsimile, electronic or other document that relates or may relate to the information that is or should be in the books or records or to an amount payable under this By-law; and
 - (b) require a person who is liable or possibly liable to pay or remit MAT under this By-law, or an officer, director, agent or representative of that person or any person on the premises:
 - (i) to give them all reasonable assistance with their audit or examination;
 - (ii) to answer all questions relating to the audit or examination either orally or, if they require, in writing, on oath or by statutory declaration; and

- (iii) to attend at the premises or place for the purpose of giving reasonable assistance and answering questions relating to the audit or examination.
- (c) Remove documents or things relevant to the audit or examination for the purpose of making copies or extracts, and promptly return the same, together with a receipt, after the copy or extract has been made.

10.5 Every Provider shall co-operate with the City or its Agent in the conduct of an inspection or audit under subsections 10.3 and 10.4, and cause its employees, agents and contractors to comply as required.

10.6 The Treasurer may for any purpose relating to the administration or enforcement of this By-law serve on any person personally, by registered mail, courier service or electronic communication, a written demand for information and for the production on oath or otherwise of books, records and documents as the Treasurer or any other person authorized by the City to make the demand considers necessary to determine compliance with this By-law.

10.7 Every person served with a demand under subsection 10.6 shall comply with the demand within the time specified in the demand, or such other time as the Treasurer may accept.

10.8 No person shall hinder, interfere with, or obstruct any person doing anything that is authorized by section 10 or shall prevent or attempt to prevent any person doing any such thing, and every person shall, unless the person is unable to do so, do everything the person is required by section 10.

11. Adjustment by Treasurer and Result of Audit

11.1 Where the Treasurer determines as a result of an audit of the Provider's records that MAT or an amount of MAT payable, which accrued within a period of three years prior to the date of the audit, was not reported and paid by that Provider in accordance with this By-law, the Treasurer may make a determination of the proper amount of MAT payable for that period, adjust the City records appropriately to reflect the adjustment, and:

- (a) notify the Provider in writing:
 - (i) of the period for which MAT was adjusted;
 - (ii) of the basis for the adjustment;
 - (iii) of the amount of MAT actually paid and the amount payable for the period of adjustment;

- (iv) of the amount now owing to the City; and
- (v) where applicable, that payment of any amount owing to the City is due within 15 days of the date of the notice.

11.2 Where the Treasurer determines as a result of an audit of the Provider's records that there was an overpayment, the Treasurer shall make a determination to refund or credit all or part of the amount of MAT overpaid. No interest shall be paid on the amount of overpayment.

11.3 In the event the Treasurer establishes that a person has made any misrepresentation that is attributable to neglect, careless or willful default or has committed a fraud in supplying any information under this By-law, the Treasurer's right to adjust the MAT is not restricted to a three-year period, despite subsection 11.1.

12. Application for a Refund

12.1 Where a person has paid or remitted an amount that is not payable under this By-law, the City may, upon receipt of satisfactory evidence, make a determination that the amount was wrongly paid or remitted, and if such determination is made, the City shall refund or credit all or part of the amount, but no refund shall be made unless an application for such refund is made within two years after the payment date.

12.2 The onus of proof shall be on the person, who shall apply to the Treasurer where an application form has been established, to provide evidence as the person intends to rely on in support of the application. No application for a refund will be accepted if the Provider is not current in the filing of MAT Remittance Reports.

12.3 Where, as a result of the review in subsection 12.2, the Treasurer is satisfied:

- (a) that all or part of an amount of MAT was wrongly paid, or that there was an overpayment, the Treasurer will notify the applicant and refund the wrongly paid or overpaid amount. No interest shall be paid on the wrongly paid or overpaid amount; or
- (b) that all or part of an amount of MAT was not wrongly paid, or that there was no overpayment, the Treasurer shall notify the applicant of the decision in writing and shall provide particulars for denying all or part of the refund.

12.4 Any refund authorized under subsection 12.3 shall be limited to the amount wrongly paid or overpaid by the applicant during the two-year period prior to the date of the application and while the Provider owned the Establishment which provided the Accommodation.

13. Recovery of Costs

- 13.1 For the purposes of investigation of non-compliance with this By-law, and, where the City, its employees or authorized agents have performed the work required to bring the Provider of Accommodation into compliance with this By-law, all expenses incurred by the City in doing the work as well as any related fees shall be deemed to be taxes and may be collected by action or the costs may be added to the tax roll for the property on which the Accommodation is located and collected in the same manner as taxes.

14. Penalties

- 14.1 Every person who contravenes any provision of this By-law, and any director or officer of a corporation who knowingly concurs in the contravention, is guilty of an offence and is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, c. 33, as amended, and the *Municipal Act, 2001*, as amended.
- 14.2 Every person who contravenes any provision of this By-law, and any director or officer of a corporation who knowingly concurs in the contravention, is guilty of an offence under the provisions of the *Municipal Act, 2001*, as amended, and is liable on conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$25,000, as provided for in subsection 429(3) of the *Municipal Act, 2001*, as amended.
- 14.3 In the case of a continuing offence, every person who contravenes any provision of this By-law, and any director or officer of a corporation who knowingly concurs in the contravention, is guilty of an offence under the provisions of the *Municipal Act, 2001*, as amended, and is liable on conviction to a penalty not exceeding \$10,000 as provided for in subsection 429(3)2 of the *Municipal Act, 2001*, as amended.
- 14.4 Notwithstanding subsection 14.2, and in accordance with the provisions of the *Municipal Act, 2001*, as amended, the total of all fines for each continuous offence or multiple offence is not limited to \$100,000.
- 14.5 When a person has been convicted of an offence, the court in which the conviction is entered, or any court of competent jurisdiction thereafter, may, in addition to the penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence by the person convicted.
- 14.6 The levying and payment of any fine as provided for under the *Provincial Offences Act*, as amended, shall not relieve a person from the necessity of compliance with the obligations under this By-law or from the obligation for payment of the MAT or any interest imposed by section 7 of this By-law or such

other penalties as may be provided for under the *Municipal Act, 2001*, as amended.

- 14.7 Without limiting the foregoing, the City may establish and use other dispute resolution mechanisms and enforcement measures if an amount assessed for outstanding tax, penalties, or interest remains unpaid after it is due, including measures such as garnishment, the seizure and sale of property and the creation and registration of liens as it considers appropriate.

15. Enforcement

- 15.1 A municipal law enforcement officer, provincial offences officer, police officer, or other individual duly appointed by the City for such purposes shall enforce the provisions of this By-law.
- 15.2 No person shall obstruct, hinder, or otherwise interfere with a municipal law enforcement officer, provincial offences officer, police officer, or other duly appointed individual in the lawful carrying out of their duties and responsibilities under the provisions of this By-law.

16. Severability

- 16.1 If any section, subsection, part or parts of this By-law is/are declared by any court of competent jurisdiction to be ultra vires or illegal for any reason, such section, subsection, part or parts shall be deemed to be severable and all remaining parts are declared to be separate and independent and enacted as such.

17. General

- 17.1 Nothing in this By-law relieves any person from complying with any provision of any federal or provincial legislation or any other by-law of the City.
- 17.2 Notwithstanding the repeal of this By-law, any enforcement, legal, or collection action arising from this By-law while this By-law was in effect shall survive its repeal.

18. Effective Date

18.1 This By-law shall come into full force and effect at 12:01 a.m. on January 1, 2025.

19. Existing By-law Repealed

19.1 By-law No. 7015/53/22 shall be repealed as of the date and time of this by-law coming into effect.

Enacted and passed this ____ day of ____, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to authorize an Agreement between The Corporation of the City of Port Colborne and Niagara's South Coast Tourism Association and to repeal By-law 7016/54/22

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of Port Colborne (the "City") to enter into an Agreement with Niagara's South Coast Tourism Association regarding the distribution and use of funding generated from the Municipal Accommodation Tax (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

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

1. The Agreement attached as Schedule "1" to this by-law, being an agreement between the City and Niagara's South Coast Tourism Association is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under this by-law.
3. That this by-law shall come into force and effect on the day it is passed.
4. That By-law 7016/54/22 is hereby repealed as of the date and time of this by-law coming into effect.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule 1

Municipal Accommodation Tax Financial Accountability Agreement

This Agreement (the “Agreement”) dated this ____ day of November 2024

BETWEEN

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter the “City”)

- and -

NIAGARA’S SOUTH COAST TOURISM ASSOCIATION
(hereinafter the “NSCTA”)

WHEREAS the City has passed a by-law imposing a Municipal Accommodation Tax (the “MAT”) pursuant to section 400.1 of the *Municipal Act, 2001* (the “Act”);

AND WHEREAS O. Reg. 435/17 under the Act requires a municipality collecting a Municipal Accommodation Tax to make payments to an eligible tourism entity;

AND WHEREAS Niagara’s South Coast Tourism Association meets the definition of an eligible tourism entity in O. Reg. 435/17 and whose mandate is to promote tourism in the City of Port Colborne;

AND WHEREAS O. Reg. 435/17 requires a municipality and the eligible tourism entity to enter into an agreement respecting reasonable financial accountability.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties covenant and agree, to and with each other, as follows:

Definitions

When used in this Agreement, the following terms will have the meanings ascribed to them below:

(a) “**Parties**” means The Corporation of the City of Port Colborne and Niagara’s South Coast Tourism Association.

Funding

1. Fifty percent (50%) of the net proceeds of the MAT collected by the City shall be deposited into a fund (the “Fund”) controlled by the NSCTA.
2. The monies in the Fund shall be used by the NSCTA for marketing, destination development, tourism product development, and tourism growth initiatives.

3. The City will not be obligated to provide additional funding to the NSCTA for the duration of this Agreement.

Relationship

4. The City recognizes the NSCTA as the City's eligible tourism entity. Nothing in this Agreement shall constitute the NSCTA a local board of the City, or constitute either the City or the NSCTA the agent of the other, or be deemed to authorize the City or the NSCTA to contract for or incur any obligation on behalf of the other.

Financial Accountability

5. The NSCTA shall keep separate financial records for the Fund and shall retain and preserve all documents, contracts, records, claims, and accounts that relate thereto for the Fund for a period of seven (7) years.
6. The NSCTA Board of Directors shall oversee the following:
 - (a) The collection, disbursement, and accounting of the monies in the Fund in consultation with City administration;
 - (b) The review and approval of all expenditures from the Fund;
 - (c) The preparation of an annual report to the Board on expenditures from the Fund;
 - (d) The preparation of an annual report to City administration on expenditures from the Fund;
 - (e) The hiring of professionals (e.g., auditors, lawyers) as required to assist in the management of the Fund; and
 - (f) The submission of annual audited financial statements to the City.
7. Upon written request from the City, the NSCTA shall provide the City, without expense to it, any information which is available to the NSCTA with respect to its annual budget or audited financial statements.
8. If the City has reasonable grounds for believing that any amount included in any preceding payment has not been expended in accordance with this Agreement, the NSCTA shall, upon reasonable notice from the City, make available at all reasonable times, and without expense to the City, all such documents, contracts, records, claims, and accounts for inspection and audit by the City or its auditors. If the City, during its inspection or audit of any of such documents, contracts, records, claims, and accounts determines that any payment made by the City to the Fund has been used by the NSCTA for any purpose other than specified in the herein Agreement,

the NSCTA, shall immediately upon request from the City, remit the amounts requested back to the Fund.

9. If the NSCTA establishes a funding relationship with other tourism related entities in the City of Port Colborne, the NSCTA Board will enter into an agreement with each tourism related entity that receives money from the Fund to ensure reasonable financial accountability.

Indemnification

10. The NSCTA shall indemnify and save harmless the City, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, in any manner arising from any wilful or negligent act, or attributable to anything done or omitted to be done by the NSCTA, its directors, officers, employees or agents arising from or pertaining to the receipt, disposition or refunding of the monies payable to it under this Agreement.

Term, Default and Termination

11. This Agreement shall be for a term of five (5) years from the date of execution by the Parties. The Agreement shall be automatically renewed on its expiration for additional five (5) year terms unless either party gives written notice to the other party that the Agreement will not be renewed prior to the commencement of the last year of the initial term or any renewal term.
12. All Parties may terminate this Agreement immediately in the event that the enabling statutory authority for the MAT is repealed or rescinded as to substantially limit or deprive the City of the ability to collect the MAT.
13. Any party may terminate this Agreement in the event of default by the other party, as specified in section 14, provided such default has not been remedied within sixty (60) days of receipt of written notice of default.
14. The following constitutes default under the terms of this Agreement, the disproof of which lies upon the NSCTA:
 - (a) The NSCTA becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
 - (b) An order is made or resolution passed for the winding up or surrender of the NSCTA, or it is dissolved;
 - (c) The NSCTA ceases actual bona fide operation for a period of one year;

- (d) The NSCTA has knowingly submitted false and misleading information to the City; or
 - (e) The NSCTA is in breach of performance of, or compliance with, the terms, conditions, and obligations of this Agreement.
15. If an event of default as specified in section 14 occurs, or is not remedied within 10 business days after receipt by the NSCTA of notice of default, or a plan satisfactory to the City to remedy such event of default is not implemented within such period and fully and diligently carried out, the City may exercise either or both of the following remedies, in addition to any remedies otherwise available in this Agreement or at law, namely:
- (i) Terminate forthwith any obligation by the City to make further payments under this Agreement; and
 - (ii) Require the NSCTA to pay all or part of the payment at issue forthwith to the City.
16. The City shall have the option to terminate this Agreement in its sole discretion at any time upon giving written notice to the NSCTA not less than one year prior to the termination date.
17. On the termination of this Agreement, or upon any termination of the City's obligation to provide monies to the Fund, the NSCTA shall return any unspent monies in the Fund to the City.

Dispute Resolution

18. If there is any difference of opinion with respect to the interpretation, application, administration, alleged breach, requirements, procedures, rights or responsibilities with respect to this Agreement, the Parties shall use their best efforts to resolve, mediate, and settle through consultation and negotiation in good faith prior to commencing legal action.
19. Where the Parties consent to do so, they may elect to engage in formal arbitration to resolve any dispute which has arisen in respect of this Agreement.

Waiver of Breach

20. In the event of a breach of any provision of this Agreement by one party, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing.

Confidentiality

21. For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, the City's access to information hereunder is subject to the NSCTA's assertion at all material times that all such documents, contracts, records, claims, and accounts are supplied to the City in confidence.

Assignment

22. The NSCTA shall not assign any part of its rights or obligations under this Agreement to a third party without the City's prior written consent.

Amendments to Agreement

23. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both the City and the NSCTA.
24. In the event that a party proposes an amendment to this Agreement, they shall provide written notice in accordance with this Agreement, giving the other party 90 days to respond. In the event that an Agreement to amend or modify this Agreement is reached between the Parties, such amendment may only be made by written agreement signed by both Parties hereto.

Governing Law

25. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

Severability of Provisions

26. If any of the provisions of this Agreement shall be found to be illegal or invalid, such illegality or invalidity does not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

Entire Agreement

27. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

Binding Effect

28. This Agreement shall ensure the benefit of and be binding upon the Parties and their respective successors and (where permitted) assigns.

IN WITNESS WHEREOF the City and the NSCTA have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Mayor William C. Steele

Charlotte Madden, City Clerk

NIAGARA'S SOUTH COAST TOURISM ASSOCIATION

Scott Luey, Chair

Bryan Boles, Treasurer

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with 1000923545 Ontario Inc., regarding Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134; Port Colborne.

Whereas at its meeting of November 12th, 2024 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2024-166, Subject: Sale of Alma Street Road Allowance; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 1000923545 Ontario Inc. for the sale of Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134 for the sale price of \$60,000; 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 of Purchase and Sale with 1000923545 Ontario Inc., for the sale of Alma St PI 843 Port Colborne Lying West of Welland St Except RO689134 for the purchase price of \$60,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor, the City Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.
4. 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 12th day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "Vendor")

- and-

(collectively, the "Purchaser")

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

1. **Real Property**

Upon and subject to the terms and conditions of this Agreement set forth in this Agreement, the Purchaser hereby agrees to and with the vendor to purchase, and the Vendor agrees to and with the Purchaser to sell those lands and premises being part of Alma Street and legally described as Alma Street Plan 843, Port Colborne lying west of Welland Street shown as Part 1 on the draft Reference Plan attached as Schedule "B", which is part of Pin 64149-0151 (LT) (the "PROPERTY").

2. **Payment of Purchase Price**

The purchase price for the Property is SIXTY THOUSAND DOLLARS (\$60,000.00) the ("**Purchase Price**") plus Harmonized Sales Tax ("H.S.T."), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay FIVE THOUSAND DOLLARS (\$5,000.00) by wire or certified cheque drawn against the trust account of a law firm in Ontario to Daniel and Partners LLP, In Trust, as the Vendor's solicitors (the "Deposit"). The deposit will be held in trust pending completion or other termination of this transaction and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest-bearing account; and

(b) On closing, the sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) subject to the usual adjustments, if any, payable by wire transfer or a certified cheque drawn against the trust account of a law firm in Ontario, to the Vendor, or as it may direct, on the closing Date.

3. **Title Clause**

This Agreement is subject to title to the Property being good and free from all encumbrances, save only (a) any easements for servicing or utilities that do not materially affect the use of the Property, (b) municipal agreements, providing such are complied with or security has been posted to ensure compliance and completion, as evidenced by a letter from the Vendor and (c)

registered restrictions, restrictive covenants, municipal by-laws or governmental enactments, providing such are complied with. The Purchaser will not call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser will be allowed until ten (10) days prior to Closing to examine the title at their own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections be null and void and the Deposit shall be returned by the Vendor to the Purchaser forthwith without interest or deduction and the parties shall have no other liabilities to each other. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

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

5. Conditions

INTENTIONALLY DELETED.

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

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

7. Environmental

- (a) The Purchaser acknowledges and agree that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called

“**Environmental Matters**”) and that the Purchaser takes the Property «as is” and relies upon their own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns and its employees and agents (collectively, the “**Vendor Parties**”), will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Vendor Parties in respect of any Claims in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any municipal, provincial, federal or other governmental body, board, commission, authority, department or ministry, or employees, officials or representatives thereof.

- (b) As of and from the Closing Date, the Purchaser shall release the Vendor Parties, and their successors and assigns, from and against all Claims, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the “Substances”), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.
- (c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor Parties, and their successors and assigns, from any and all Claims arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. These provisions shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser's interest in the Property.

8. Future Use

- (a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement
- (b) The Purchaser acknowledges and agrees that the Vendor is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property by the Purchaser.

9. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 pm on November 26, 2024 (the “**Closing Date**”).

10. Adjustments, Harmonized Sales Tax and Land Transfer Tax

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

11. Closing Documents

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

12. Non-Merger

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

13. Binding Agreement/Time of the Essence

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

14. Entire Agreement

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

15. Tender

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

16. Non-Fettering

- (a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Vendor's determinations or actions in the capacity of the Vendor as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.
- (b) All rights, benefits and obligations of the Vendor under this Agreement shall be rights, benefits and obligations of the Vendor in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Vendor in its function and capacity as a municipal corporation with respect to matters of general application, Without limiting the generality of the foregoing, nothing in this Agreement constitutes a waiver or exception of or from the Purchaser from complying with, obtaining and being subject to all necessary consents, permits, licenses or approvals from the Vendor in its capacity as a municipal corporation, in connection with any design, construction or development of anything on the Property.

17. Non-Registration

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

18. Business Day

For purposes of this Agreement, ~~Page 510 of 676~~ Business days means a day other than Saturday, Sunday

or a statutory holiday for the Province of Ontario.

19. Severability

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

20. Notices

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

To the Vendor:

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

Attention: Chief Administrative Officer

To the Purchaser:

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

21. Successors and Assigns

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

22. Counterparts and Electronic Delivery

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

23. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained open for acceptance by the Vendor until 5 p.m. on October __, 2024 after which time, if not accepted, such offer shall become null and void.

[next page is signature page]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the _____ day of October, 2024.

Per: _____

- President

I have authority to bind the corporation

IN WITNESS WHEREOF the Vendor has executed this Agreement the _____ day of October, 2024.

The Corporation of the City of Port Colborne

Per:

Bill Steele – Mayor

Charlotte Madden – City Clerk

SCHEDULE "A"

RIGHT TO RE-CONVEYANCE

THIS AGREEMENT is made as of the __ day of November 2024.

BETWEEN:

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

• and -

(the "Purchaser")

RECITALS:

A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on ____ 2024, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands legally described as _____ being part of PIN 64141- _____ (LT); (the Property”) and, subject to the City reserving the right to a re-conveyance of the Property.

B. The purchaser has agreed to enter into an Agreement with the City to secure the City’s right to re-conveyance of the Property.

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

1. RIGHT TO RE-CONVEYANCE

(a) The Purchaser hereby grants to the City the irrevocable right to re-conveyance of the property in the event the Purchaser fails to:

I. Make meaningful progress with respect to obtaining a building permit for the construction of a multi-unit residential complex, as determined by the City in its sole discretion acting reasonably, within two (2) years of registration of the transfer of the Property from the City to the Purchaser;

OR

II. Obtain building permits and begin construction of a multi-unit residential

complex, within three (3) years and six (6) months of registration of the Transfer of the Property;

In the event that the Purchaser has not satisfied the conditions within the timelines in (I) and/or (II) above for reasons which are beyond the control of the Purchaser then the Purchaser and the City agree to enter into good faith discussions with respect to possible amendments to any of the timelines.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 1(a)(I) or (II).
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections (a) or (b), it shall do so for the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for the same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser.
- (e) On the date which is thirty (30) days after the City exercises its right to receive a re-conveyance of the Property (the "Closing Date"), the Purchaser will convey the property to the Purchaser subject to the terms provided for in this Agreement. The Purchaser shall give vacant possession of the Property to the Purchaser on the Closing Date.
- (f) In addition to Section 1(e) above, the Purchaser undertakes to obtain and register good and valid discharges and/or releases of all liens, charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option to purchase the Property, Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such liens, charges or other encumbrances.

2. NON-ASSIGNMENT

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

3. POSTPONEMENT

The City agrees to postpone all of its right, priority and interest in this Agreement to a mortgage from a lender (a “**Construction Lender**”) who has agreed to finance the construction of the improvements described in Section 1.(a) of this Agreement. The City agrees to enter into any such registrations, postponements or subordination agreements as may be required by the Construction Lender.

4. SEVERABILITY

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

5. NOTICES

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

(a) City:

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile: (905) 835-2939
Telephone: (905) 835-2900

(b) Purchaser:

Attention:
Facsimile:
Telephone:

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

6. SUCCESSORS AND ASSIGNS

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

7. COUNTERPARTS AND ELECTRONIC DELIEVRY

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

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the day of
2024

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the __ day of 2024__

Per: _____
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the
Corporation

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – HH Knoll Lakeview Park

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at HH Knoll Lakeview Park, 160 Sugarloaf Street, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at HH Knoll Lakeview Park, 160 Sugarloaf Street, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule “A”, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 2 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 2 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Level 2 Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Hydro-Make Ready Work**" has the meaning given to it in Section 1 of Schedule "D".

(s) **"Intellectual Property"** means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(t) **"Lands"** means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as **[ADDRESS]**, in the City of Port Colborne, Province of Ontario.

(u) **"Laws"** means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(v) **"Lease"** means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(w) **"Leased Premises"** has the meaning given to it in Section 2.01.

(x) **"Necessary Service Area"** has the meaning given to it in Section 2.02.

(y) **"Person(s)"** includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(z) **"Protected Areas"** has the meaning given to it in Section 2.02.

(aa) **"Sales Taxes"** means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(bb) **"Second Extension Term"** has the meaning given to it in Section 2.05.

(cc) **"Term"** means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(dd) **"Transfer"** has the meaning given to it in Section 10.01(a).

ARTICLE II GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined** in **BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01 (the "**Possession Date**"), whereupon the Tenant shall have a period of twelve

(12) months to make alterations to the Leased Premises required to install its Equipment (including, without limitation, any electrical work necessary to power the Equipment, utility connections, conduit and wiring, cement work, excavation, and installation of bollards and concrete pads), and to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

[NTD to Port Colborne: The above shall be substituted for the below in the Level 2 Charger Leases.]

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01, and with all of the Hydro Make Ready Work complete in accordance with Section 1 of Schedule "D" (the "**Possession Date**"), whereupon the Tenant shall have a period of up to twelve (12) months to address any punch-list items, and make any further alterations to the Leased Premises required to install its Equipment, to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant, the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

ARTICLE III RENT

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

In addition to Gross Rent, the Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the Landlord on account of the sub-meter to be installed by the Landlord, in accordance with Schedule "D".

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers, at the Landlord's cost and expense. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation,

lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to the periods set out at Section 2 of Schedule "D", and any other commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis, save and except for as more particularly set out at Section 2 of Schedule "D".

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section 2 of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the

Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of,

transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as

light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII. Notwithstanding anything to the contrary herein contained, the maintenance, repair, and replacement of all Hydro-Make Ready Work required during the Term, as extended or renewed, shall be carried out by the Landlord, at the Landlord's sole cost and expense.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02

hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, and the Hydro-Make Ready Work, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date, the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, save and except for any Hydro Make Ready Work, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required

authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii)

public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to

the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible, at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

**ARTICLE IX
SUBORDINATION AND ATTORNMENT**

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immoveable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immoveable hypothec in respect of the Lands or to any purchaser, transferee or disposee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) and executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or dispossesee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting

the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section **Error! Reference source not found.**

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment; and

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

ARTICLE XIV MISCELLANEOUS

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of

an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule "D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".



[Remainder of page intentionally left blank; signature page follows]

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|--|-----------------|---------------------------------|
| HH Knoll Lakeview Park - 160 Sugarloaf Street, Port Colborne, ON | PIN: 64457-0164 | Two (2) L2s Chargers |

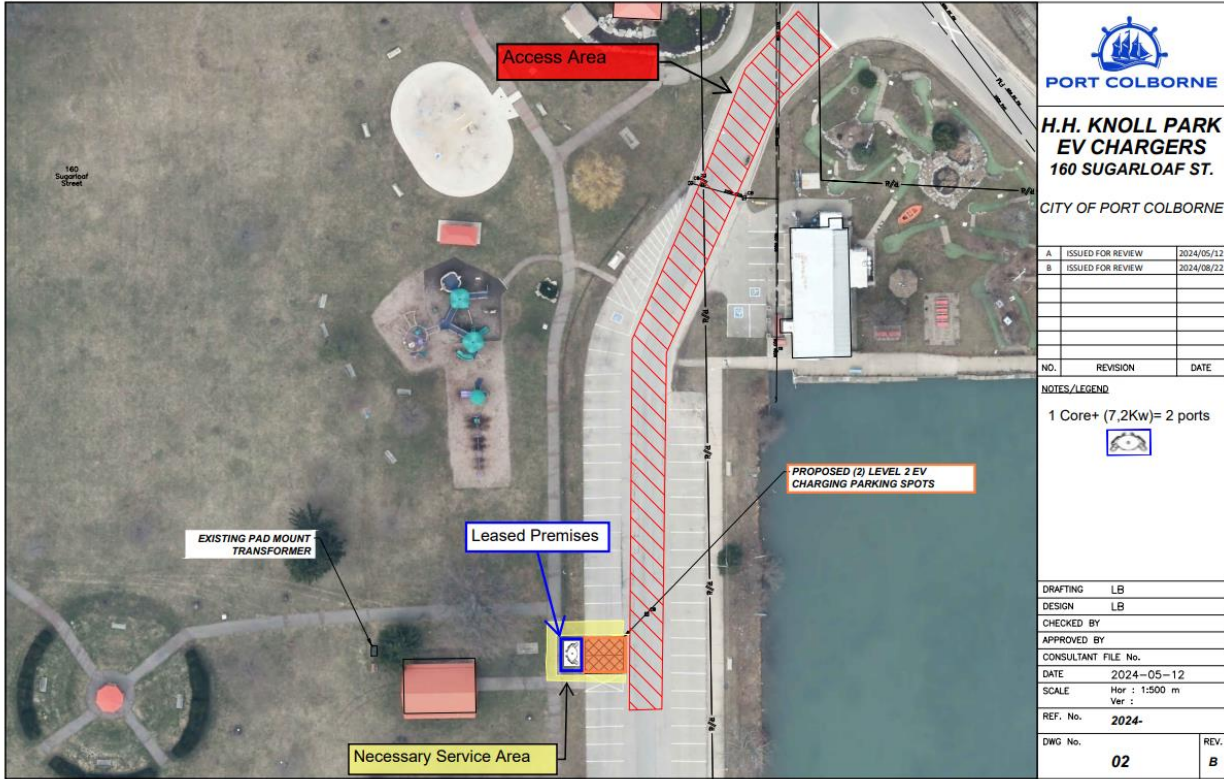
SCHEDULE "B" PLAN OF THE LEASED PREMISES AND PROTECTED AREAS




| | | |
|---|-------------------|------------|
|  PORT COLBORNE | | |
| H.H. KNOLL PARK EV CHARGERS 160 SUGARLOAF ST. | | |
| CITY OF PORT COLBORNE | | |
| A | ISSUED FOR REVIEW | 2024/05/12 |
| B | ISSUED FOR REVIEW | 2024/08/22 |
| | | |
| | | |
| | | |
| NO. | REVISION | DATE |
| NOTES/LEGEND | | |
| 1 Core+ (7,2Kw)= 2 ports | | |
|  | | |
| DRAFTING | LB | |
| DESIGN | LB | |
| CHECKED BY | | |
| APPROVED BY | | |
| CONSULTANT FILE No. | | |
| DATE | 2024-05-12 | |
| SCALE | Hor : 1:500 m | |
| | Ver : | |
| REF. No. | 2024- | |
| DWG No. | 02 | REV. B |

DRAWING FILE: C:\Users\laura.blain\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:23pm PLOTTED BY: Laura.Blain

SCHEDULE "C" PRELIMINARY INSTALLATION PLAN



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PORT COLBORNE


**H.H. KNOLL PARK
EV CHARGERS**
160 SUGARLOAF ST.

CITY OF PORT COLBORNE

| | | |
|-----|-------------------|------------|
| A | ISSUED FOR REVIEW | 2024/05/12 |
| B | ISSUED FOR REVIEW | 2024/08/22 |
| | | |
| | | |
| | | |
| NO. | REVISION | DATE |

NOTES/LEGEND

1 Core+ (7,2Kw)= 2 ports



| | |
|---------------------|------------------------|
| DRAFTING | LB |
| DESIGN | LB |
| CHECKED BY | |
| APPROVED BY | |
| CONSULTANT FILE No. | |
| DATE | 2024-05-12 |
| SCALE | Hor : 1:500 m Ver : |
| REF. No. | 2024- |
| DWG No. | 02 |
| REV. | B |

SCHEDULE "D"
SPECIAL PROVISIONS

1. Hydro Make Ready Work

The Landlord shall, at its sole cost and expense, cause to be performed all work necessary to facilitate the required utility connections, excavation, paving, and the installation of all utility conduit and wiring, and installation of a separate meter pursuant to the Tenant's specifications required to be carried out in order to install the EV Chargers (the "**Hydro Make Ready Work**") on the Lands, and in accordance with plans and a construction schedule approved in advance by the Tenant and the Landlord, acting reasonably. For greater certainty, Hydro Make Ready Work shall also include the installation of a concrete pad, and, if applicable, the erection of bollards on the Leased Premises, in accordance with the plans and specifications agreed to by the Landlord and the Tenant, both of which shall be the Landlord's responsibility, at its cost and expense. Following the completion of the Hydro Make Ready Work, the Tenant shall, at its sole cost and expense, supply the EV Chargers and cause to be performed all work necessary to install the EV Chargers by connecting to the Hydro Make Ready Work. The Landlord represents and warrants that the Hydro Make Ready Work shall be performed by duly qualified professionals, in accordance with all applicable Law (including safety, building, and electrical standards). The Tenant shall be permitted to receive updates on the completion of the Hydro Make Ready Work, and to the extent the Tenant discovers any errors, damage, or defects in respect of the Hydro Make Ready Work at any point during the Term, as extended or renewed, the Landlord shall carry out, or cause to be carried out, all required work to remedy such errors, damage, or defects to the satisfaction of the Tenant, acting reasonably, at the Landlord's sole cost and expense.

2. Restrictions on Access

Notwithstanding anything to the contrary herein contained, the Landlord and the Tenant acknowledge and agree that the unrestricted access by the Tenant and its employees, contractors, and customers to the Equipment located on the Lands, being 160 Sugarloaf Street, Port Colborne, ON, shall be subject to the following restrictions during which time the Equipment shall not be available for public use: from the date hereof, access by the Tenant and its employees, contractors, and customers to the Leased Premises will be restricted every August, for four (4) calendar days from 7:00 am on the Friday immediately before the Civic long weekend to 11:59 pm on the Monday of the Civic long weekend.

3. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the

average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Market Square

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at Market Square, 64 Clarence Street, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at Market Square, 64 Clarence Street, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule “A”, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 2 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 2 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Level 2 Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Hydro-Make Ready Work**" has the meaning given to it in Section 1 of Schedule "D".

(s) **"Intellectual Property"** means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(t) **"Lands"** means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as Market Square Charlotte St - 64 Clarence Street, in the City of Port Colborne, Province of Ontario.

(u) **"Laws"** means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(v) **"Lease"** means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(w) **"Leased Premises"** has the meaning given to it in Section 2.01.

(x) **"Necessary Service Area"** has the meaning given to it in Section 2.02.

(y) **"Person(s)"** includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(z) **"Protected Areas"** has the meaning given to it in Section 2.02.

(aa) **"Sales Taxes"** means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(bb) **"Second Extension Term"** has the meaning given to it in Section 2.05.

(cc) **"Term"** means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(dd) **"Transfer"** has the meaning given to it in Section 10.01(a).

ARTICLE II GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined** in **BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01, and with all of the Hydro Make Ready Work complete in

accordance with Section 1 of Schedule "D" (the "**Possession Date**"), whereupon the Tenant shall have a period of up to twelve (12) months to address any punch-list items, and make any further alterations to the Leased Premises required to install its Equipment, to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant,

the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

ARTICLE III RENT

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the

Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

In addition to Gross Rent, the Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the Landlord on account of the sub-meter to be installed by the Landlord, in accordance with Schedule "D".

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers, at the Landlord's cost and expense. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation, lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to the periods set out at Section 2 of Schedule "D", and any other commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis, save and except for as more particularly set out at Section 2 of Schedule "D".

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section 2 of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding

that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII. Notwithstanding anything to the contrary herein contained, the maintenance, repair, and replacement of all Hydro-Make Ready Work required during the Term, as extended or renewed, shall be carried out by the Landlord, at the Landlord's sole cost and expense.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02 hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, and the Hydro-Make Ready Work, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date,

the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, save and except for any Hydro Make Ready Work, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii) public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations

hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible,

at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

ARTICLE IX SUBORDINATION AND ATTORNMENT

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immoveable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immoveable hypothec in respect of the Lands or to any purchaser, transferee or dispossessor of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions

herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) an executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section **Error! Reference source not found.**

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other

amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment; and

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the

Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

ARTICLE XIV MISCELLANEOUS

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No

covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule

"D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have signed and sealed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

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

)
) (LANDLORD)

) Per: _____

) Name: [●]

) Title: [●]

) I have authority to bind the corporation.

)

)

)

)

) **FLO INFRA CANADA 2 LP BY ITS GENERAL**
) **PARTNER FLO INFRA CANADA GP 2 INC.**

) (TENANT)

) Per: _____

) Name: Martin Brière

) Title: Chief Network and Experience Officer

) I have authority to bind the corporation.

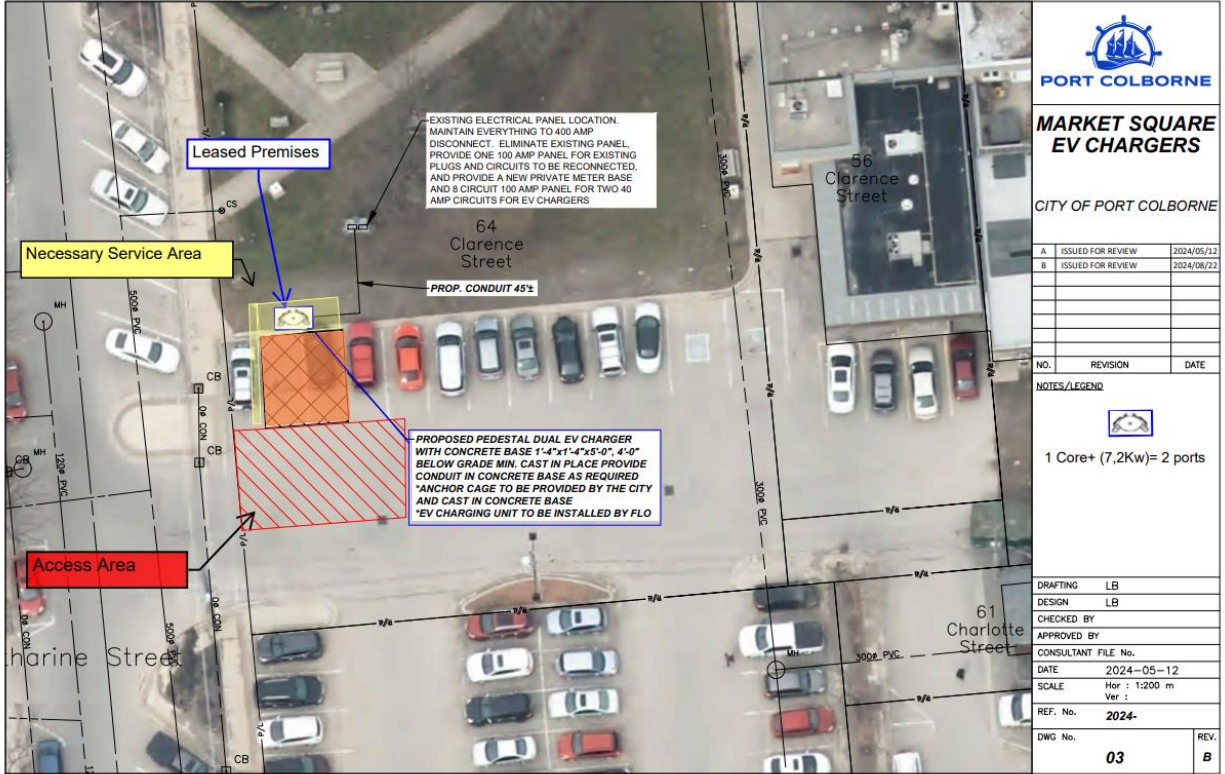
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SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|--|-----------------|---------------------------------|
| Market Square Charlotte St - 64 Clarence Street, Port Colborne, ON | PIN: 64163-0299 | Two (2) L2s Chargers |

SCHEDULE "C" PRELIMINARY INSTALLATION PLAN



DRAWING FILE: C:\Users\laura.blain\Desktop - City of Port Colborne\Desktop\2024 10 02 - EV CHARGERS.dwg PLOTTED: Oct 07, 2024 - 4:03pm PLOTTED BY: Laura.Blain

SCHEDULE "D"
SPECIAL PROVISIONS

1. Hydro Make Ready Work

The Landlord shall, at its sole cost and expense, cause to be performed all work necessary to facilitate the required utility connections, excavation, paving, and the installation of all utility conduit and wiring, and installation of a separate meter pursuant to the Tenant's specifications required to be carried out in order to install the EV Chargers (the "**Hydro Make Ready Work**") on the Lands, and in accordance with plans and a construction schedule approved in advance by the Tenant and the Landlord, acting reasonably. For greater certainty, Hydro Make Ready Work shall also include the installation of a concrete pad, and, if applicable, the erection of bollards on the Leased Premises, in accordance with the plans and specifications agreed to by the Landlord and the Tenant, both of which shall be the Landlord's responsibility, at its cost and expense. Following the completion of the Hydro Make Ready Work, the Tenant shall, at its sole cost and expense, supply the EV Chargers and cause to be performed all work necessary to install the EV Chargers by connecting to the Hydro Make Ready Work. The Landlord represents and warrants that the Hydro Make Ready Work shall be performed by duly qualified professionals, in accordance with all applicable Law (including safety, building, and electrical standards). The Tenant shall be permitted to receive updates on the completion of the Hydro Make Ready Work, and to the extent the Tenant discovers any errors, damage, or defects in respect of the Hydro Make Ready Work at any point during the Term, as extended or renewed, the Landlord shall carry out, or cause to be carried out, all required work to remedy such errors, damage, or defects to the satisfaction of the Tenant, acting reasonably, at the Landlord's sole cost and expense.

2. Restrictions on Access

Notwithstanding anything to the contrary herein contained, the Landlord and the Tenant acknowledge and agree that the unrestricted access by the Tenant and its employees, contractors, and customers to the Equipment located on the Lands, being 64 Clarence Street, Port Colborne, ON, shall be subject to the following restrictions during which time the Equipment shall not be available for public use: from the date hereof, access by the Tenant and its employees, contractors, and customers to the Leased Premises will be restricted (i) every Friday, year-round, from 7:00 am to 12:00pm to allow for the operation of the weekly market, and (ii) every August, for four (4) calendar days from 7:00 am on the Friday immediately before the Civic long weekend to 11:59 pm on the Monday of the Civic long weekend.

3. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the

average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. Regarding Lease Agreement for Charging Station Deployment – Main Street West Parking Lot

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at the Main Street West Parking Lot, 105-109 Main Street West, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 2 LP by its general partner FLO Infra Canada GP 2 Inc. as the tenant to install and operate electric vehicle charging equipment at the Main Street West Parking Lot, 105-109 Main Street West, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 2 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 2 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Level 2 Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Hydro-Make Ready Work**" has the meaning given to it in Section 1 of Schedule "D".

(s) **"Intellectual Property"** means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(t) **"Lands"** means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as Main Street West Parking Lot – 105 -109 Main Street, in the City of Port Colborne, Province of Ontario.

(u) **"Laws"** means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(v) **"Lease"** means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(w) **"Leased Premises"** has the meaning given to it in Section 2.01.

(x) **"Necessary Service Area"** has the meaning given to it in Section 2.02.

(y) **"Person(s)"** includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(z) **"Protected Areas"** has the meaning given to it in Section 2.02.

(aa) **"Sales Taxes"** means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(bb) **"Second Extension Term"** has the meaning given to it in Section 2.05.

(cc) **"Term"** means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(dd) **"Transfer"** has the meaning given to it in Section 10.01(a).

ARTICLE II GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined** in **BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01, and with all of the Hydro Make Ready Work complete in accordance with

Section 1 of Schedule “D” (the "**Possession Date**"), whereupon the Tenant shall have a period of up to twelve (12) months to address any punch-list items, and make any further alterations to the Leased Premises required to install its Equipment, to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant,

the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

ARTICLE III RENT

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the

Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

In addition to Gross Rent, the Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the Landlord on account of the sub-meter to be installed by the Landlord, in accordance with Schedule "D".

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers, at the Landlord's cost and expense. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation, lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis, save and except for as may be set out at Schedule "D".

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section **Error! Reference source not found.** of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding

that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII. Notwithstanding anything to the contrary herein contained, the maintenance, repair, and replacement of all Hydro-Make Ready Work required during the Term, as extended or renewed, shall be carried out by the Landlord, at the Landlord's sole cost and expense.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02 hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, and the Hydro-Make Ready Work, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date,

the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, save and except for any Hydro Make Ready Work, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii) public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations

hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible,

at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

ARTICLE IX SUBORDINATION AND ATTORNMENT

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immoveable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immoveable hypothec in respect of the Lands or to any purchaser, transferee or dispossesee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions

herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) an executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section **Error! Reference source not found.**

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other

amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment; and

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the

Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

ARTICLE XIV MISCELLANEOUS

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No

covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule

"D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

[Remainder of page intentionally left blank; signature page follows]

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|--|-----------------|---------------------------------|
| Main Street West Parking Lot – 105 -109 Main Street, Port Colborne, ON | PIN: 64137-0208 | Two (2) L2s Chargers |

SCHEDULE "C" PRELIMINARY INSTALLATION PLAN



DRAWING FILE: C:\Users\laura.bish\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:21pm PLOTTED BY: Laura.Bish

SCHEDULE "D"
SPECIAL PROVISIONS

1. Hydro Make Ready Work

The Landlord shall, at its sole cost and expense, cause to be performed all work necessary to facilitate the required utility connections, excavation, paving, and the installation of all utility conduit and wiring, and installation of a separate meter pursuant to the Tenant's specifications required to be carried out in order to install the EV Chargers (the "**Hydro Make Ready Work**") on the Lands, and in accordance with plans and a construction schedule approved in advance by the Tenant and the Landlord, acting reasonably. For greater certainty, Hydro Make Ready Work shall also include the installation of a concrete pad, and, if applicable, the erection of bollards on the Leased Premises, in accordance with the plans and specifications agreed to by the Landlord and the Tenant, both of which shall be the Landlord's responsibility, at its cost and expense. Following the completion of the Hydro Make Ready Work, the Tenant shall, at its sole cost and expense, supply the EV Chargers and cause to be performed all work necessary to install the EV Chargers by connecting to the Hydro Make Ready Work. The Landlord represents and warrants that the Hydro Make Ready Work shall be performed by duly qualified professionals, in accordance with all applicable Law (including safety, building, and electrical standards). The Tenant shall be permitted to receive updates on the completion of the Hydro Make Ready Work, and to the extent the Tenant discovers any errors, damage, or defects in respect of the Hydro Make Ready Work at any point during the Term, as extended or renewed, the Landlord shall carry out, or cause to be carried out, all required work to remedy such errors, damage, or defects to the satisfaction of the Tenant, acting reasonably, at the Landlord's sole cost and expense.

2. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. Regarding Lease Agreement for Charging Station Deployment – Vale Health and Wellness Centre

Whereas at its meeting of November 12, 2024, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department, Report No. 2024-197, Subject: Electric Vehicle Chargers; and

Whereas Council is desirous of entering into an agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada GP as the tenant to install and operate electric vehicle charging equipment at Vale Health and Wellness Centre, 550 Elizabeth Street, Port Colborne; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc., for the purposes of entering into a lease agreement as the Landlord to allow FLO Infra Canada 1 LP by its general partner FLO Infra Canada GP 1 Inc. as the tenant to install and operate electric vehicle charging equipment at Vale Health and Wellness Centre, 550 Elizabeth Street, Port Colborne.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule “A”, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 12 day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule A

LEASE AGREEMENT FOR CHARGING STATION DEPLOYMENT

THIS LEASE is dated as of the ___ day of November, 2024 (the "**Effective Date**")

B E T W E E N:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

**FLO INFRA CANADA 1 LP BY ITS GENERAL PARTNER FLO INFRA
CANADA GP 1 INC.**

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Tenant wishes to create an electric vehicle charging area to support the expansion of its electric vehicle charging station network and the Landlord wishes to provide certain premises owned or leased by the Landlord for such purpose;

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

ARTICLE I DEFINITIONS

1.01 Definitions

In this Lease:

(a) "**Access Area**" has the meaning given to it in Section 2.02.

(b) "**Affiliate**" means any corporation, partnership, limited liability company, trust or other entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. For purposes of this definition, "control" is the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "controlled by" has a similar meaning.

(c) "**Alterations**" has the meaning given to it in Section 5.01.

(d) "**Authority**" means a governmental or quasi-governmental authority having jurisdiction over the Lands (and "**Authorities**" has a corresponding meaning).

(e) "**Blackout Period**" means November 30th to March 31st of any given year.

(f) "**Business Day**" means a day other than Saturday, Sunday and a statutory holiday in the Province in which the Lands are situated.

(g) "**Claims**" means any and all claims, actions, causes of actions, suits, demands, losses, liabilities, charges, damages (direct, indirect, consequential or otherwise), penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals).

(h) "**Commencement Date**" has the meaning given to it in Section 2.04.

(i) "**Condition Date**" has the meaning given to it in Section 12.01.

(j) "**Conditions**" has the meaning given to it in Section 12.01.

(k) "**Equipment**" means electric vehicle charging equipment to be supplied and installed by the Tenant on the Leased Premises at the Tenant's cost and expense, which may include electric vehicle direct current fast chargers; and any natural evolutions thereof. For greater clarity, the Equipment shall not include any electrical transformers or infrastructure installed and/or owned by a utility provider.

(l) "**EV Chargers**" means the Ultra DCFC Chargers installed on the Leased Premises by the Tenant.

(m) "**EV Parking Spaces**" has the meaning given to it in Section 2.02.

(n) "**First Extension Term**" has the meaning given to it in Section 2.05.

(o) "**Force Majeure Event**" has the meaning given to it in Section 14.07.

(p) "**Gross Rent**" has the meaning given to it in Section 3.01.

(q) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

(r) "**Intellectual Property**" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, charger station equipment names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, trade

secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Lease, or through analysis of that information, data or knowledge.

(s) "**Lands**" means the lands legally described in Schedule "A" attached hereto and the buildings, improvements, equipment and facilities erected thereon or situate from time to time therein, municipally known as Vale Health and Wellness Centre, 550 Elizabeth Street, in the City of Port Colborne, Province of Ontario.

(t) "**Laws**" means all applicable statutes, regulations, by-laws, orders and requirements of all authorities having jurisdiction.

(u) "**Lease**" means this indenture of lease and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this indenture from time to time.

(v) "**Leased Premises**" has the meaning given to it in Section 2.01.

(w) "**Necessary Service Area**" has the meaning given to it in Section 2.02.

(x) "**Person(s)**" includes any individual, corporation, limited partnership, general partnership, joint venture, association, syndicate, bank, trust company, government, or agency thereof.

(y) "**Protected Areas**" has the meaning given to it in Section 2.02.

(z) "**Sales Taxes**" means goods and services taxes, provincial sales taxes, harmonized sales taxes, value-added taxes, multi-stage taxes, business transfer taxes or other similar taxes however they are characterized.

(aa) "**Second Extension Term**" has the meaning given to it in Section 2.05.

(bb) "**Term**" means the initial term set out in Section 2.04 and, if exercised, the First Extension Term and the Second Extension Term.

(cc) "**Transfer**" has the meaning given to it in Section 10.01(a).

ARTICLE II GRANT, TERM AND INTENT

2.01 Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and

leases to the Tenant and the Tenant leases from the Landlord those lands approximately shown **outlined in BLUE** on Schedule "B" attached hereto (the "**Leased Premises**").

2.02 License over the Lands and Protected Areas

The use and occupation by the Tenant of the Leased Premises shall entitle the Tenant to an irrevocable, non-exclusive license to use such portion(s) of the Lands shown filled in **YELLOW** on Schedule "B" attached hereto, being the areas required by the Tenant for the Tenant, its vendors, contractors and utility providers in order to access, maintain, repair, upgrade and replace the Leased Premises and the Equipment, and as may otherwise be necessary or required so that the Tenant may exercise all of its rights and obligations under this Lease, without hindrance by the Landlord or those for whom the Landlord is responsible in law (the "**Necessary Service Areas**").

The Landlord recognizes that those parking spaces adjacent to the Leased Premises shown outlined in **ORANGE** (the "**EV Parking Spaces**") and the access ways shown in **RED HATCHING** on Schedule "B" attached hereto (collectively, the "**Access Area**" and together with the Necessary Service Areas, the "**Protected Areas**") are of the utmost importance to the operation of the Tenant's business in the Leased Premises and accordingly, the Landlord shall not:

(a) construct over or under the Necessary Service Areas, or place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property thereon (excepting only temporary moveable personal property or equipment that does not materially adversely affect the Tenant's ability to repair and maintain the Tenant's Equipment and any unground wiring and conduit installed by the Tenant); and

(b) place or permit to be placed any buildings, structures, or improvements or any equipment or movable personal property on the remainder of the Access Area (excepting only temporary moveable personal property or equipment that does not materially adversely affect access by the Tenant to the Necessary Service Areas, or the vehicular access the Leased Premises by the Tenant and its customers).

For greater clarity, the parties acknowledge and agree that the EV Parking Spaces shall be exclusively used for the parking of electric vehicles while such electric vehicles are using the Equipment to charge such electric vehicles.

2.03 Possession Date and Fixturing Period

(a) The Landlord shall provide the Tenant with vacant possession of the Leased Premises on the day immediately following satisfaction or waiver of the last of the Conditions set out in Section 12.01 (the "**Possession Date**"), whereupon the Tenant shall have a period of twelve (12) months to make alterations to the Leased Premises required to install its Equipment (including, without limitation, any electrical work necessary to power the Equipment, utility connections, conduit and wiring, cement work, excavation, and installation of bollards and concrete pads), and to electrify the Equipment, and open the Leased Premises to the public as an electric vehicle charging station (the "**Fixturing Period**"), subject to extension for a Force Majeure Event, and any causes for delay beyond the Tenant's reasonable control caused by (i) the

municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands, and the terms of this Section 2.03(b), below.

(b) The parties acknowledge and agree that the Possession Date cannot occur during the Blackout Period, unless the Tenant agrees in writing to waive this requirement. Further, if the Blackout Period occurs, the Tenant has commenced construction, but same has not been completed in full, and the Leased Premises have not been connected to the utilities required in order to open to the public, the Tenant will not be required to complete the remaining construction nor open for business during the Blackout Period, and the Commencement Date shall be extended for the duration of the Blackout Period. For purposes of clarity it is agreed that if the satisfaction of the Conditions occurs within the Blackout Period or the anticipated Possession Date will occur within the Blackout Period, then the Possession Date will be deemed to be the day immediately following the later of: (i) the expiration of the relevant Blackout Period; and (ii) the date that actual vacant possession of the Leased Premises is provided to the Tenant and the satisfaction of all Conditions has occurred.

2.04 Term

This Lease shall be effective upon, and in full force and effect from and after, the execution and delivery of this Lease by Landlord and Tenant. The term of this Lease shall be the period (the "**Term**") computed from the date immediately following the expiration of the Fixturing Period (the "**Commencement Date**") and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date, subject to the terms of this Lease. For greater clarity, the parties acknowledge and agree that this Lease shall not automatically terminate in the event of a transfer or disposition of the Lands by the Landlord, and that it may only be terminated in accordance with the rights to terminate in accordance with the terms of this Lease.

2.05 Options to Extend

The Tenant shall be entitled to extend the Term for two (2) further and consecutive periods of five (5) years each, with the first (the "**First Extension Term**") commencing on the day immediately following the expiration of the initial ten (10) year Term and the second extension term (the "**Second Extension Term**") commencing on the day immediately following the expiration of the First Extension Term, by giving written notice to the Landlord of the exercise of such option at least three (3) months prior to the expiry of the initial Term or First Extension Term, as the case may be. The First Extension Term and the Second Extension Term shall be on the same terms and conditions as set out in this Lease provided that the Tenant shall have no further right to extend the Term beyond the Second Extension Term.

The First Extension Term and the Second Extension Term shall be on the terms and conditions set out in this Lease, and that the Tenant shall have no further right to extend the Term beyond the Second Extension Term. Upon the exercise of any such extension right by the Tenant, the "Term" as used herein shall mean the Term, as extended by the exercised First Extension Term and the Second Extension Term, as the case may be.

2.06 Gross Lease Intent

The Landlord acknowledges and agrees that it is intended that this Lease is a completely gross lease to the Tenant, except as expressly herein set out, that the Tenant is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lands or the Leased Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein (including, without limitation, any realty taxes, operating costs, and Landlord's insurance premiums) other than the costs incurred directly by the Tenant of operating, maintaining, repairing and replacing the Equipment.

**ARTICLE III
RENT**

3.01 Gross Rent

The Tenant covenants and agrees to pay unto the Landlord, from and after the Commencement Date, a gross rent for the Leased Premises ("**Gross Rent**") payable in annually, in the amount of \$1.00 per annum.

3.02 Realty Taxes

The Landlord shall pay, prior to the due date, all duties, real property taxes, charges, assessments and payments, from time to time levied, assessed or imposed upon the Lands or any part thereof or upon the Landlord by reason of its ownership of the Lands, by any taxing authority. For clarity, the Tenant's contribution to such taxes is included in Gross Rent.

3.03 Sales Taxes

To the extent required under Laws, the Tenant shall pay to the Landlord all Sales Taxes on Gross Rent.

3.04 Utilities

The Tenant shall be solely responsible for and promptly pay all charges for electricity used in the operation of the Equipment directly to the utility provider. If, prior to the Commencement Date, the Tenant is required, for whatever reason, to draw electricity from the balance of the Lands, the Landlord agrees that it shall, until such time as the Leased Premises is open for business to the public: (i) support the Tenant in the Tenant's ongoing discussions with the utility provider to ensure that the Tenant can draw sufficient electricity for the Leased Premises, at not additional cost to the Landlord, and (ii) not submit any application/pre-registration, or amendment thereto to the utility supplier that would have the effect of reducing the amount of electricity available to the Leased Premises. To the extent that the Tenant is unable to secure a separate utility account/line with the utility provider, the Landlord shall cooperate with the Tenant to allow the Tenant to tie-in to the Landlord's existing utility line, install a sub-meter, at the Tenant's cost, and shall pay the Landlord, in addition to Gross Rent, the costs for the electricity consumed in respect of the Equipment on the basis of such sub-meter.

The Tenant may charge its customers for electrical usage. The Landlord shall cooperate with the Tenant to obtain electricity and any other utilities necessary to operate the Equipment and the Leased Premises, including by granting appropriate easements or servitudes to local utility providers; provided, however, that the Landlord is not required to pay money to satisfy the requirements of the utility provider or the Tenant associated with the provision of such utilities. Neither the Landlord nor the Tenant has any responsibility or liability to the other for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Equipment located on the Leased Premises, unless the cause of the interruption, curtailment, failure or defect is covered by such party's indemnity provided for in Section 7.04. Notwithstanding the foregoing, should the supply of electricity to the Leased Premises fail or be interrupted: (i) for a period in excess of two (2) Business Days, then all Gross Rent hereunder shall abate until the supply of electricity has been resumed at its normal level; or (ii) for a period in excess of thirty (30) days, then the Tenant shall have the right to terminate this Lease at any time upon ten (10) days' written notice, unless the supply of electricity has been resumed at its normal level during such notice period, in which case the notice of termination shall be null and void.

ARTICLE IV USE OF THE LEASED PREMISES

4.01 Use of Leased Premises

The Leased Premises may be used for the purpose of designing, installing, owning and operating the Equipment as an electric vehicle charging area open to the public (the "**Primary Use**"), making, subject to Section 5.01, any Alterations to the Leased Premises required from time to time to achieve the foregoing, and subject to the consent of the Landlord, not to be unreasonably withheld, conditioned, or delayed, for any other ancillary purpose permitted by Law. Additionally, the Tenant and its employees and vendors may perform security assessments and install (or add additional) reasonable security features at the Leased Premises, including, without limitation, lighting and cameras, subject to the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

The Landlord warrants that the Tenant and its employees, contractors, and customers shall have free unrestricted access to and egress from the Leased Premises and the Protected Areas twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, subject to commercially reasonable restrictions imposed by the Landlord relating to security and maintenance of the Lands or any other commercially reasonable restrictions to the use of the Lands imposed by the Landlord. Notwithstanding the foregoing, the aforementioned restrictions shall not regularly limit the Tenant's ability to operate as a publicly accessible charging station on a twenty-four (24) hours per day, seven (7) days basis.

The Landlord covenants and agrees that no activities by the Landlord on or about the Leased Premises or the Protected Areas will materially adversely affect the Tenant's ability to operate the Leased Premises for the Primary Use, or materially adversely restrict access by customers to the Equipment and the Protected Areas, including by way of example only, erecting fencing or any other barriers that materially adversely restrict access to the Equipment by the Tenant or its customers, save and except for as more particularly set out at Section **Error! Reference source not found.** of Schedule "D".

Notwithstanding anything to the contrary herein contained, the foregoing shall not prevent the Landlord from carrying out routine maintenance and repair as required. The Landlord agrees that in carrying out its maintenance and repair, it will take commercially reasonable efforts to reduce the degree of interference with the Tenant's ability to conduct the Primary Use from the Leased Premises, and the duration of same.

4.02 Tenant's Exclusive and Restrictive Covenant

During the Term, as extended or renewed, the Tenant shall be the exclusive network operator for electric vehicle charging equipment on any part of the part of the Lands that is located within fifty (50) metres from any point of the Leased Premises (the "**Exclusive Area**"), and the Landlord will not lease or license or permit or consent to the operation of any electric vehicle charging station(s) within the Exclusive Area, other than the Leased Premises. For greater clarity, this exclusivity does not extend to electric vehicle chargers installed by and/or in favour of other tenants of the Lands which exclusively serve such tenant's employees, or for such tenant's fleet vehicle deployments.

4.03 Towing and Removal of Obstructions

If during the Term, as extended or renewed:

(a) the Tenant becomes aware of an unauthorized vehicle (being, a vehicle that is not actively using the Equipment to charge an electric vehicle) parked in the Access Area that is either in the EV Parking Spaces or blocking access to the EV Parking Spaces, or an obstruction within the Leased Premises or the EV Parking Spaces that adversely affects (i) the ability of the Tenant to repair, maintain, or replace the Equipment or any underground infrastructure, or (ii) the Tenant's customers' ability to freely access the Leased Premises and the EV Parking Spaces and use the Equipment (individually and collectively, an "**Obstruction**"); and

(b) The Tenant provides e-mailed notice to the Landlord, in accordance with Section 14.08, detailing the Obstruction and requesting that same be removed as soon as reasonably possible;

(c) the Obstruction has not been removed within twenty-four (24) hours following the delivery of the aforementioned e-mail notice from the Tenant,

(d) The Tenant will, subject to applicable Laws, have the right to tow any unauthorized vehicle parked in the Access Area or otherwise remove the Obstruction from the Leased Premises or the EV Parking Spaces, at the Tenant's initial expense, with the understanding that such costs may be passed down to the owner of the offending vehicle or property, without liability to the Landlord.

4.04 Hazardous Substances

(a) The Tenant covenants and agrees to utilize the Leased Premises and operate its business in a manner so that no part of the Leased Premises or the Protected Areas is used or

operated by the Tenant to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all Claims caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Leased Premises by the Tenant, its employees, agents, contractors, subcontractors, affiliates, representatives, customers or those for whom the Tenant is responsible at law (collectively, the "**Tenant's Representatives**") during the period commencing on the Possession Date and expiring on the final day of the Term (the "**Possession Period**"). For clarity, notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible, nor shall it have any liability, for any Hazardous Substances located anywhere on the Leased Premises or the Lands which were not created or brought upon the Leased Premises or the Lands, as the case may be, by the Tenant's Representatives during the Possession Period, (ii) any Hazardous Substances released by users of the larger parking lot on which the Equipment is installed, or (iii) Hazardous Substances released by the Tenant's customers while they are not located at the EV Parking Spaces. Without limiting the intent of the foregoing, in no event shall the Tenant be responsible for any costs arising from any Hazardous Substances on the Leased Premises or the Lands as a result of the acts or omissions of Landlord or those for whom it is at law responsible, any third party, or as a result of migration from adjacent property. The Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(b) The Landlord covenants and agrees to utilize the Lands so that no part of the Lands is used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all Laws, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes and by-laws. Further the Landlord hereby covenants and agrees to indemnify and save harmless the Tenant and the Tenant's Representatives from any and all Claims to which the Tenant is made a party, caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Lands other than those which were created or brought upon the Leased Premises by the Tenant or a Tenant's Representative (excluding a customer of the Tenant who is not located in the EV Parking Spaces when such Hazardous Substances are released) during the Possession Period, in accordance with ARTICLE VII. The Landlord's obligations pursuant to this Section shall survive the expiration or earlier termination of the Term.

(c) If during the construction on the Leased Premises or the installation, repair or replacement of the Equipment, the Tenant discovers pre-existing Hazardous Substances on the Lands or the Leased Premises or determines that the Lands or the Leased Premises are not in compliance with environmental, land use and occupational and health and safety Laws through no fault of the Tenant, then: (i) the Tenant shall not have any liability for such Hazardous Substances or any obligation to remediate the Lands or the Leased Premises such that it or they are in compliance with environmental Laws, all of which shall be the responsibility of the Landlord; and (ii) the Tenant and the Landlord shall mutually agree that either: (a) the Tenant may relocate to other premises of similar size, location, and visibility elsewhere on the Lands, to be agreed upon by the Parties, acting reasonably, and in such event the parties shall determine a fair allocation of

the cost as a result of such a relocation and shall enter into a lease amending agreement on the Tenant's standard form to give effect thereto; or (b) that the Tenant may terminate this Lease immediately, in which case the Tenant shall remove its Equipment (and may remove any Alterations) from the Leased Premises at the sole cost of the Landlord, and that subject to those provisions which either expressly or by its nature survives termination, neither the Tenant nor the Landlord shall have any further responsibility to each other pursuant to the terms of this Lease.

ARTICLE V ALTERATIONS AND REPAIRS

5.01 Alterations by the Tenant

Following the Commencement Date, the Tenant may, at its own cost, make any alterations, and improvements made in the normal course of business ("**Alterations**") to the Leased Premises it deems reasonably required or necessary or advisable from time to time for the operation of the Equipment and the Tenant's business, the repair and maintenance of the Equipment, and to carry out any updates to the Equipment in line with technological developments within the electric vehicle industry. Notwithstanding the foregoing, if following the Commencement Date, the Tenant wishes to carry out any Alterations that have the effect of substantially replacing the Equipment, or making an addition or deletion thereto, the Tenant shall first obtain the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

Without limiting the generality of the foregoing, the Landlord acknowledges that the Tenant may install one or more concrete slabs upon which to install the Equipment as well as light poles and a canopy, in accordance with the construction plans to be approved by the Landlord in accordance with Section 6.01.

5.02 Signage

Subject to complying with all Laws and the requirements of all Authorities, and the Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, the Tenant may place, paint, erect, or construct its signage, marks, or advertisements on the Leased Premises. The Tenant agrees to maintain such signage in good condition and repair at all times and shall be responsible for obtaining at its own cost any permits necessary for the installation of such signage, and carry out any replacements required thereto, such installation not to take place prior to the receipt of permits therefore.

For clarity, all costs of design, manufacture, and installation of the Tenant's signage shall be borne by the Tenant.

5.03 Maintenance and Repair – Tenant

The Tenant will keep the Leased Premises and the Equipment in a good state of clean and well-maintained presentation as would a prudent tenant of similar premises, at its own cost, subject to reasonable wear and tear. The Tenant shall, at its sole cost, maintain and operate the Equipment, including making all necessary maintenance, repairs, and replacements thereto. Within three (3) Business Days following the Tenant's receipt of written notice from the Landlord informing the Tenant of the need for any maintenance and/or servicing of the Equipment, the

Tenant shall send a service technician to the Leased Premises to carry out any required maintenance and/or servicing, as required. For greater clarity, once the scope of the required maintenance and/or servicing has been identified, the Tenant shall commence and proceed to complete such maintenance and/or servicing with reasonable dispatch. All work carried out by the Tenant in the Leased Premises and Protected Areas shall abide by the applicable building codes and municipal by-laws.

The Tenant shall be liable for any damage to the Leased Premises or the Equipment which may be caused by the Tenant, its employees, agents, contractors, or representatives during the performance by any such parties of the Tenant's obligations under Section 5.03 hereof with respect to the maintenance or repairs of the Leased Premises and Equipment, in accordance with ARTICLE VII.

5.04 Maintenance and Repair – Landlord

The Landlord will keep the Protected Areas clean, safe and in a state of good repair as would a prudent owner, at its own cost, subject to reasonable wear and tear but at least to the same standard as it customarily maintains other areas at the Lands, and shall use commercially reasonable efforts to keep the Protected Areas and the Leased Premises free of obstructions (including, without limitation, necessary snow and ice clearing) as may be necessary for the safe use of and proper ingress and egress to and from the Leased Premises, all to the standard of a prudent property manager, and as otherwise required to give effect to the purpose of Section 2.02 hereof. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to carry out any maintenance to the Equipment, or to take any precautions in respect of the Leased Premises that exceed the standard of a prudent property manager of similar properties, but same shall be at least to the same standard as the Landlord customarily maintains other areas at the Lands.

In addition, the Landlord shall be responsible at its sole cost for maintaining, repairing, and replacing (including periodic line painting) of all parking spaces, access ways, curbs, gutters and landscaping located in the Protected Areas, throughout the Term, as extended or renewed. The Landlord shall also be responsible at its sole cost for the Protected Area continuously being in compliance with all Laws. For greater clarity, the Landlord acknowledges and agrees that from the Effective Date to the Commencement Date, the Landlord shall not reduce the parking density in the parking lot containing the Leased Premises, in consideration of the reduction in parking density caused by the proposed installation of the Equipment and the construction of an electric vehicle charging area as contemplated herein. If the Landlord restripes the parking lot situated on the Lands, inclusive of the Protected Areas, the Landlord shall restripe the Protected Areas in a manner identical to the Tenant's striping scheme in effect immediately prior to the restriping (excluding any non-standard colours, decals, or branding specific to the Tenant).

The Landlord shall be liable for any damage to the Leased Premises or the Equipment which may be caused, directly or indirectly, by the Landlord, its employees, agents, contractors, or representatives, including during the performance by any such parties of the Landlord's obligations under Section 5.04 hereof with respect to the maintenance or repairs of the Protected Areas, in accordance with ARTICLE VII. The Landlord shall also take commercially reasonable precautions not to damage the Equipment in carrying out any general maintenance of

the Protected Areas, and shall take commercially reasonable precautions to protect the Equipment from graffiti and other vandalism. For the avoidance of doubt, the immediately preceding sentence shall not require the Landlord to take any precautions in respect of damage to the Leased Premises or protection of the Equipment from graffiti or other vandalism that exceed the standard to which it customarily maintains the other parking areas on the Lands. To the extent the Landlord has actual knowledge of vandalism, or damage to the Equipment, the Landlord shall promptly notify the Tenant. For the avoidance of doubt, the Landlord shall be under no obligation to maintain the Equipment or any signage installed by the Tenant on the Leased Premises.

5.05 Surrender of Leased Premises

Subject to Article VIII, the Tenant will leave the Leased Premises in the condition in which they are required to be maintained. For clarity, notwithstanding any statutory or common law rule to the contrary, at the end of the Term the Tenant may remove the Equipment from the Leased Premises but, except as set forth below, has no obligation to remove or restore any Alterations (including, without limitation, any equipment installed by a utility provider). The Tenant shall, if required by the Landlord, however, at its option, remove all signage and all supporting equipment, including, without limitation, concrete pads, protective bollards, any light poles and any canopy covering the Leased Premises, and repair any damaged caused by such removal. Notwithstanding the foregoing, the Tenant shall not be required to remove any underground electrical wiring and/or cabling installed by the Tenant, all of which shall be capped off by the Tenant, and secured in accordance with applicable Law, all at the Tenant's cost.

5.06 No Right to Relocate

Notwithstanding anything to the contrary in this Lease, the Landlord may not relocate, alter, or reconfigure the Leased Premises or the Protected Areas.

ARTICLE VI EQUIPMENT

6.01 Construction and Installation

The Tenant, acting as "owner" or "occupier" of the Leased Premises pursuant to this Lease, shall hire a qualified general or electrical contractor to perform all obligations of the "constructor" or "prime contractor" under applicable health and safety Laws, including, without limitation, supervising and carrying out construction on the Leased Premises and installation of the Equipment, controlling scheduling and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. The Landlord hereby approves the preliminary installation plans for the Equipment attached hereto as Schedule "C". Before commencing installation of the Equipment at the Leased Premises, the Tenant shall give a copy of the anticipated construction schedule and final installation plans to the Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in any event the Landlord shall provide its response to the Tenant within ten (10) Business Days from receipt of the anticipated construction schedule and final installation plans. No work will begin until plans have been approved by the Landlord and all applicable permits and certifications have been obtained by the Tenant or its general contractor. Once approved, and after the Tenant has provided

the Landlord with all necessary insurance certificates required by this Lease, the Tenant will, at its sole cost, cause its general contractor to oversee and manage the installation of the Equipment, including the hiring and coordination of all vendors and subcontractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Tenant signage. The Landlord shall allow the Tenant and the Tenant's agents to stage equipment in reasonable proximity to the Leased Premises to facilitate the installation of the Equipment at the Leased Premises; provided such staging shall not unreasonably interfere with the Landlord's use of the Lands. The Tenant shall be permitted to reconfigure the existing parking spaces immediately adjacent to the Leased Premises to meet the needs of the Tenant and the Tenant's end users, in accordance with the plan attached hereto at Schedule "C", and subject to municipal approval. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the electric vehicle charging parking spaces.

6.02 Permits

The Tenant will, at its sole cost, obtain or cause its general contractor to obtain from Authorities all licenses, permits, or other approvals required to install the Equipment and otherwise cause all work necessary to install the Equipment to be performed in accordance with Laws, and the Landlord will reasonably cooperate upon request with the Tenant's efforts to give the required authorizations and information required to do so. The Landlord shall provide such other reasonable assistance to the Tenant where needed, including, without limitation, creating any necessary easement or servitude agreements with any utility provider where necessary, as determined by the Tenant in its reasonable discretion. The Landlord will cooperate generally with the Tenant during the site planning, permitting process, and installation of the Equipment.

6.03 Ownership by Tenant

The Tenant shall either own or have a valid leasehold interest in the Equipment, and as such, as between the Landlord and the Tenant, the Equipment shall remain the sole property of the Tenant at all times, and the Tenant shall, subject to the terms of this Lease, have the right and obligation to maintain, repair, upgrade, remove and replace all or a portion of the Equipment at any time during the Term, whether or not the Equipment is considered a fixture and attached to the Leased Premises under Laws (it being the shared understanding of the Landlord and Tenant that the Equipment is deemed not to be a fixture or leasehold improvement, notwithstanding any measure of attachment or affixation to the Lands, or any rule of law to the contrary).

6.04 Equipment Revenues

All payments received by the Tenant from its customers for the use of the Equipment installed in the Leased Premises shall accrue to the Tenant without deduction or sharing with the Landlord.

6.05 Carbon Credits

The parties agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Equipment, are, and shall be, the sole and exclusive property of the Tenant.

6.06 Ownership of Drawings and Other Documents

All documents prepared by or under the direction of the Tenant pursuant to this Lease, including, without limitation, drawings, plans, and specifications, including those in electronic format, are solely and exclusively owned by the Tenant, and the Tenant retains all common law, statutory and other reserved rights, including the copyright. The parties agree between them that the Tenant has and retains ownership of all of such of the Tenant's Intellectual Property rights therein, and the Landlord has no right, and shall not obtain any right, in any of the Tenant's Intellectual Property.

ARTICLE VII INSURANCE AND INDEMNITY

7.01 Tenant's Insurance

(a) The Tenant shall at all times throughout the Term carry: (i) "all risks" property insurance on the Equipment; and all other property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or which is installed by the Tenant within the Leased Premises including in an amount not less than the full replacement cost thereof and (ii) public liability and property damage insurance with respect to the Tenant's use of the Leased Premises, on which the Landlord shall be included as additional insured. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; against such perils, in such reasonable amounts and with such reasonable deductibles as are customarily carried by the Tenant for its other locations in Canada. The total limits above may be met by any combination of primary and excess liability insurance.

(b) The Tenant will maintain worker's compensation insurance in accordance with applicable Law;

(c) The Tenant's insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism;

(d) The Tenant agrees that certificates of insurance will be delivered to the Landlord prior to the Commencement Date, on an annual basis thereafter, and as otherwise upon written request by the Landlord.

(e) For clarity, the Tenant may carry all insurance required hereunder under its blanket insurance policies or those of an Affiliate of the Tenant.

7.02 Landlord's Insurance

The Landlord shall at all times throughout the Term carry public liability and property damage insurance with respect to the Landlord's operations on the Lands (including, without limitation, on the Protected Areas) against such perils, in such reasonable amounts as would be carried by a prudent owner of a reasonably similar property, certificates of which shall be provided to the Tenant by the Landlord, upon the Tenant's request.

7.03 Mutual Release

(a) Subject to subsections (b) and (c) hereof, each of the Landlord and Tenant hereby releases the other and waives all Claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such Claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible.

(b) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.

(c) Notwithstanding anything to the contrary in this Section 7.03, the Landlord and Tenant shall each be liable to any third Person (being any Person other than the Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

7.04 Mutual Indemnity

To the extent not released under Section 7.03, each party shall indemnify and save harmless the other from all Claims growing out of:

(a) any breach, violation or non-performance by the indemnifying party or those it is responsible for at law in the course of carrying out the indemnifying party's obligations hereunder (including, but not limited to, subcontractors and affiliates), of any covenant, condition or agreement in this Lease;

(b) any contract, lien, hypothec, or mortgage on the Lands or the Leased Premises to which the indemnifying party is a party and the other party hereunder is not;

(c) any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, contractors, subcontractors, affiliates, customers, invitees or licensees; and

(d) any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this Lease.

Such indemnity shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE VIII DAMAGE, DESTRUCTION AND EXPROPRIATION

8.01 Total or Partial Destruction of the Leased Premises

If, during the Term, the Leased Premises or the Equipment is totally or partially destroyed or materially damaged by any cause, other than by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, such that the whole of the Leased Premises is rendered unfit for use by the Tenant as a publicly accessible electric vehicle charging station, as reasonably determined by the Tenant's duly qualified internal or external experts, acting reasonably:

(a) for more than five (5) Business Days, Gross Rent shall abate until (i) the Leased Premises have been rebuilt and/or repaired or restored, provided that upon any such damage or destruction occurring, the Tenant promptly takes commercially reasonable steps to determine the possible economic and logistical details of such rebuilding, repairs, or restoration, and once determined, other commencing such rebuilding, repairs, or restoration in an reasonably expeditious manner, or (ii) the Lease terminated in accordance with Section 8.01(b) below.

(b) if the Leased Premises has been rendered unfit for use by the Tenant as set out above, and the Tenant has not elected to repair or rebuild the Leased Premises within ninety (90) days of the occurrence of such damage or destruction, then this Lease shall terminate effective on the ninetieth (90th) day following the occurrence of such damage or destruction and, subject to the terms of this Lease which either expressly or by its nature survives termination, neither party shall have any further obligation to the other.

8.02 Total or Partial Destruction of the Protected Areas

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as possible, at the Landlord's sole cost. In the event that access to the Leased Premises is materially impacted (or if the Access Area is unusable), then Gross Rent shall abate (either totally or in proportion to the percentage of the Access Area rendered unusable).

If, during the Term, the Protected Areas are totally or partially destroyed or damaged by any cause, the Landlord shall proceed to repair and rebuild same as soon as reasonably possible, at the Landlord's sole cost. Notwithstanding the foregoing, (a) if such destruction or damage is caused by the gross negligence or willful misconduct of the Tenant or those it is responsible for at law, the costs to repair or rebuild shall be dealt with in accordance with Section 7.03 and Section 7.04, and (b) if the Protected Areas are totally or partially destroyed or damaged by any cause within the final two (2) years of the Term, the Landlord shall not be obligated to repair or rebuild same and the Landlord may elect to terminate the Lease. In the event that access to the Leased Premises is materially adversely impacted, or if the Protected Areas are unusable, such that the Tenant cannot reasonably operate the Leased Premises as a publicly accessible electric vehicle charging station in excess of five (5) Business Days, then Gross Rent shall abate

until access to the Leased Premises has been restored, or the Protected Areas are no longer rendered unusable, as the case may be.

8.03 Expropriation Awards

If, during the Term, the Leased Premises or the Protected Areas are totally or partially expropriated, the following provisions shall have effect:

(a) if the expropriation renders the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall terminate effective on the date of expropriation, subject to the terms of this Lease which either expressly or by its nature survives termination, and neither party shall have any further obligation to the other;

(b) if the expropriation does not render the Leased Premises unfit for use by the Tenant, as determined by the Tenant, acting reasonably, then this Lease shall continue in full force; and

(c) the Landlord and the Tenant will co-operate with each other if there is an expropriation of all or part of the Leased Premises or the Protected Areas, so that each may receive the maximum award that it is entitled to at law.

ARTICLE IX SUBORDINATION AND ATTORNMENT

9.01 Subordination and Attornment

(a) Upon request of the Landlord, the Tenant shall attorn to a holder of a mortgage or an immovable hypothec ("**Mortgagee**") which takes proceedings under its mortgage immovable hypothec in respect of the Lands or to any purchaser, transferee or disposee of the Lands or any ownership or equity interest in the Lands and becomes bound to it as its tenant of the Leased Premises for the then unexpired residue of the Term and upon the terms and conditions herein contained (subject always to the respective priorities, as between themselves, of Mortgagees who from time to time request such attornment) and consent to and be bound by any postponement by a Mortgagee of its mortgage to this Lease provided that the Landlord use commercially reasonable effort to obtain an executed non-disturbance agreement from such Mortgagee in a form acceptable to the Tenant, acting reasonably, at the Landlord's cost, as soon as reasonably possible following the request to attorn.

(b) The Landlord shall use commercially reasonable efforts to obtain, or cause the Head Landlord (defined below) to obtain, an executed non-disturbance agreement from each Mortgagee of the Lands existing as of the Commencement Date, in a form acceptable to the Tenant, acting reasonably, as soon as reasonably possible following the Commencement Date.

9.02 Head Lease

In the event that the Landlord does not own the Lands but instead leases them from a third party (the "**Head Landlord**") pursuant to its own lease (the "**Head Lease**"), then:

(a) this Lease shall be deemed to be a sublease under the Head Lease and all references to "Lease", "Landlord" and "Tenant" shall be read as "Sublease", "Sublandlord", and "Subtenant";

(b) the Subtenant shall not be bound by any of the terms of the Head Lease but only by the terms of this Sublease;

(c) the Sublandlord shall provide Subtenant a copy of the Head Lease (with all terms redacted other than (i) the definition of the premises leased thereunder and any plans showing the scope of the premises leased thereunder in relation to the Lands; (ii) the term, and any extension or renewal options; (iii) any unilateral rights of termination in favour of either party (except for those in the event of default, or expropriation); (iv) any exclusives and restrictive covenants in favour of third parties; (v) the assignment and transfer clauses; and (vi) any other terms containing restrictions on the types of business that may be carried out on the Lands) and be solely responsible, at its own cost, for obtaining: (i) the Head Landlord's consent to this Sublease and the installation of the Equipment, and providing evidence of same to the Subtenant; and (ii) and executed non-disturbance agreement from the Head Landlord providing that in the event the Head Lease is terminated, surrendered, or otherwise ended, the Tenant may remain in possession of the Leased Premises in accordance with the terms of this Lease for the duration of the Term so long as it complies with its obligations under this Lease; failing which the Subtenant may terminate this Sublease on two (2) days' written notice;

(d) the Sublandlord hereby indemnifies and saves harmless the Subtenant from and against all Claims in connection with the Sublandlord's failure to obtain the consent of the Head Landlord or any other consents or authorizations required in connection with the entering into of this Sublease and the Subtenant's presence on the Leased Premises; and

(e) the Sublandlord hereby covenants to the Subtenant that it shall exercise all existing extension and/or renewal options under the Head Lease, that are exercisable by the Sublandlord during the initial term of this Sublease, and any Extension Terms contemplated herein (which, for clarity, shall cover at least twenty (20) years).

ARTICLE X TRANSFERS

10.01 Transfers by the Tenant

(a) Save as otherwise set out herein, the Tenant shall not assign its interests in this Lease in whole or in part nor sublet all or any part of the Leased Premises, dispose, encumber, license, grant a franchise in respect of all or part of the Leased Premises (all of the foregoing being hereinafter referred to as a "**Transfer**") without the prior written consent of the Landlord, which consent may not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease by the Tenant, the Tenant shall be released from all of its obligations under this Lease

effective on the date of assignment, provided that the assignee agrees to assume all of the Tenant's obligations under this Lease from and after the date of assignment.

(b) Notwithstanding anything to the contrary, the Tenant may effect a Transfer to any of the following without the consent of the Landlord:

(i) any of its Affiliates;

(ii) an entity with which the Tenant amalgamates, merges, consolidates or effects another corporate restructuring or reorganization, whether voluntarily or involuntarily, by operation of law or otherwise, or any resulting entity;

(iii) a bona fide lender to the Tenant or any of the Tenant's Affiliates.

(c) For greater certainty, changes in the Tenant's corporate control, whether direct or indirect, shall not be deemed to constitute a Transfer and shall not require the Landlord's consent.

10.02 Transfers by the Landlord

If the Landlord transfers or disposes of all or any part of the Lands or the Landlord's interest under this Lease, then to the extent that the transferee or disposee agrees with the Tenant in writing to assume the Landlord's obligations under this Lease, the Landlord will be released from them, except for existing defaults as of the date of the transfer or disposition.

The Landlord shall have the right to transfer or assign any or all of its interests in this Lease to any person, subject to the terms of the Head Lease, if applicable. Without limiting the foregoing, such assignment may include any or all rights and benefits of the Landlord herein, as well as any or all obligations of the Landlord herein. If the Landlord's assignee assumes the obligations of the Landlord hereunder and sends to the Landlord written notice of the assignment so attesting, the Landlord shall thereupon and without further agreement, be freed and relieved of all liability with respect to such obligations. Notwithstanding the foregoing, if the Landlord transfers or disposes of all or any part of the Lands containing the Leased Premises or the Protected Areas and the Landlord's interest under this Lease, it covenants that as a condition of such transfer or disposition, the transferee shall agree in writing to assume the Landlord's obligations under this Lease.

ARTICLE XI DEFAULT

11.01 Tenant's Default

Each of the following events shall be a default hereunder by the Tenant and a breach of the provisions of this Lease:

(a) the Tenant shall be in default in the payment of any Gross Rent and such default remains uncured following ten (10) Business Days' prior written notice from the Landlord;

(b) the Tenant shall be adjudicated a bankrupt; become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by the Tenant or such a petition is filed against the Tenant and not opposed by the Tenant; or if the Tenant is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of the Tenant's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable Laws of any jurisdiction should be instituted by the Tenant or against the Tenant and not opposed by the Tenant; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if the Tenant is dissolved; or if execution is levied against the Tenant's property or business; or if suit to foreclose any lien against the Equipment is instituted against the Tenant and not dismissed within thirty (30) days.; or

(c) the Tenant shall be in default in the performance or observance of any of its other covenants or obligations under this Lease and the Landlord shall have given to the Tenant notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable diligence within such thirty (30) day period, the Tenant has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch.

If the Tenant (i) does not cure a default within the timeframe provided, or (ii) for a default that cannot reasonably be cured within the timeframe provided, does not commence to cure such default with reasonable dispatch with respect to a default, then the Landlord may exercise all of those remedies afforded to it at law in the event of the Tenant's default. Notwithstanding any rule of law or any provisions of any applicable laws, the Landlord and the Tenant expressly agree that any right of distraint which the Landlord may have in the Equipment is postponed in accordance with Section 15.01.

11.02 Landlord's Default

(a) Should the Landlord fail to perform any of its obligations under this Lease, in addition to all other remedies available to the Tenant under this Lease or at law or in equity, in the event the Landlord does not fully perform such obligation within thirty (30) days after the Tenant first gives the Landlord written notice of such failure, then the Tenant may (but shall not be obligated to) perform the obligation(s) of the Landlord and the cost thereof and a fifteen percent (15%) administrative fee (the "**Tenant's Costs**") shall be payable by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant on demand for the cost of performing the Landlord's obligation, or if the Landlord fails to pay in a timely manner to the Tenant any other amount due to the Tenant under this Lease within thirty (30) days after the Tenant gives the Landlord written notice of such past due amount, then the Tenant may in either of such events deduct any such amounts owing by the Landlord, plus interest thereon, from Gross Rent due or to become due to the Landlord under this Lease.

(b) In the event the Landlord defaults in the performance or observance of any of its covenants or obligations under this Lease that the Tenant cannot reasonably perform on behalf of the Landlord in accordance with Section 11.02(a) above, and the Tenant shall have given to the Landlord notice of such default, and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, if the default cannot be cured with reasonable

diligence within such sixty (60) day period, and the Landlord has not commenced to cure such default and is not proceeding diligently to cure such default with reasonable dispatch, then the Tenant may exercise all of those remedies afforded to it at law in the event of the Landlord's default, including, but not limited to, immediately terminating the Lease and all rights granted thereunder.

ARTICLE XII CONDITIONS PRECEDENT

12.01 Notwithstanding anything contained in this Lease, this Lease is subject to and conditional upon the Tenant being satisfied of the following on or before twelve (12) months from the Effective Date, subject to any causes for delay beyond the Tenant's reasonable control caused by (i) the municipality in which the Lands are located, or (i) the hydro electricity provider servicing the Lands (the "**Condition Date**"):

(a) The Leased Premises are zoned, or have been rezoned, so as to permit the operation of the Equipment and the conduct of the Tenant's business;

(b) Landlord has approved Tenant's construction schedule and installation plans;

(c) All applicable permits and approvals have been issued by the relevant authorities permitting the construction and installation of the Equipment;

(d) Tenant being satisfied with the ability to obtain all utility services necessary for the construction, operation and maintenance of the Equipment, including any easements necessary; and

(e) the Tenant being satisfied of its ability to secure governmental incentives to support the construction, installation, and operation of the Equipment and the operation of the Tenant's business at the Leased Premises,

(collectively, the "**Conditions**").

Upon written request therefor, the Landlord shall provide the Tenant with the following documents in its possession or control in respect of the Lands: (a) site plans; (b) surveys; and (c) environmental studies/reports. Where the Lands are subject to a Head Lease, upon written request therefor, the Landlord will, in respect of the Lands: (1) request any surveys and site plans from the Head Landlord, if applicable, and provide the Tenant with same; and (2) cooperate with the Tenant in requesting copies of any environmental studies/reports in the Landlord's possession or control.

The Conditions set out in this Section 12.01 are for the benefit of Tenant and may only be waived by Tenant. In the event Tenant does not satisfy or waive the Conditions on or before the Condition Date, then in any such case, this Lease shall terminate on and be of no further force or effect as of the Condition Date, except for obligations of continuing nature set out herein. Notwithstanding the foregoing, the Tenant shall have the one-time option to extend the Condition

Date by thirty (30) days provided it has delivered written notice to the Landlord advising of the extension on or before the original Condition Date.

ARTICLE XIII
LANDLORD'S REPRESENTATIONS AND WARRANTIES

13.01 Representations and Warranties

(a) The Landlord warrants and represents to the Tenant that:

(i) the Landlord has the requisite corporate power and authority to execute, deliver, and carry out the terms and provisions of this Lease;

(ii) the Landlord is either (a) the registered owner of the Lands; or (b) a tenant under an existing Head Lease, leasing the Lands, or a part thereof, which in any event includes the parking lot where the Leased Premises will be located;

(iii) to the best of the Landlord's knowledge, there are no unregistered easements, servitudes, encumbrances, restrictive covenants or exclusivity rights in place which would in any manner prohibit or restrict or limit the Tenant from installing the Equipment, and operating the Tenant's business from the Leased Premises;

(iv) to the best of the Landlord's knowledge, the Leased Premises will at the Possession Date comply with all applicable Laws (including all environmental Laws); and

(v) to the best of the Landlord's knowledge, the Lands have been zoned to permit the use by the Tenant of the Leased Premises for the Tenant's business;

(vi) it will cooperate with the Tenant to obtain all consents or approvals from any holder of any easement, right of way, or restrictive covenant affecting the Lands that interfere with the Tenant's ability to operate as contemplated for hereunder;

(vii) it shall obtain any and all consents or approvals required in order for the Landlord to enter into this Lease and other rights and performance obligations of the Landlord under this Lease, including, but not limited to, consent from any Head Landlord, lien, mortgage or hypothec holder; and

(viii) to the best of the Landlord's knowledge, the Leased Premises are not within thirty (30) metres from a current or historical petroleum fueling station; and

(ix) to the best of the Landlord's knowledge, the Lands, or a part thereof, are not, and have not, been used for the purposes of: (a) a dry-cleaner; (b) a petroleum fueling station; (c) a waste management or waste disposal facility; or (d) the manufacture or storage of Hazardous Substances.

**ARTICLE XIV
MISCELLANEOUS**

14.01 Confidentiality and Publicity

The Tenant and the Landlord agree that the terms of this Lease are confidential, and both parties agree not to disclose such confidential information to any person or entity other than: (a) accounting, legal, tax, construction consultants or contractors that have a "need to know" such confidential information; and (b) as required by Laws. Neither party will use the other party's name, trademark or logo without such other party's prior written consent, which may be arbitrarily withheld or conditioned in such party's sole and absolute discretion. If mutually agreed in writing, the Tenant and the Landlord may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by the Tenant or other third parties, regarding the existence of the Equipment and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Landlord and the Tenant. Nothing herein shall be deemed to require the Landlord's consent to the Tenant's disclosure of the location of the Equipment to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. The Landlord shall disclose the location of the Equipment to the general public as part of a standard site map and/or directory related to the Lands.

14.02 Overholding

If the Tenant remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and Gross Rent which shall be one hundred and twenty-five percent (125%) of the Gross Rent payable as of the last day of the Term, *mutatis mutandis*.

14.03 Successors

This Lease applies to and enures to the benefit of the successors and assigns of the parties hereto.

14.04 Waiver

Failure by either party to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing.

14.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules and rider, if any, set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

14.06 No Partnership

The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

14.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of: strikes; lock-outs; labour troubles; inability to procure materials; failure of power; conduct of authorities; restrictive Laws; declarations of a state of emergency by an applicable governmental authority; a health emergency; riots; insurrection; war; weather; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease; (each, a "**Force Majeure Event**"), then performance of such act shall be excused for the period of the delay caused by the Force Majeure Event and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay caused by the Force Majeure Event, save as otherwise provided in this Lease.

14.08 Notices

Any notice herein provided or permitted to be given by the Tenant to the Landlord shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Landlord at:

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

Attention: Laura Blain

Email: laura.blain@portcolborne.ca

With copies to:

Attention: Sara Premi

Email: sjpremi@sullivan-mahoney.com

and

Attention: Amber Harwood

Email: aharwood@sullivanmahoney.com

Any notice herein provided or permitted to be given by the Landlord to the Tenant shall be sufficiently given if mailed in Canada, registered and postage prepaid, or delivered by courier, or recognized overnight delivery with tracking service, or by email, addressed to the Tenant at:

c/o Services FLO Inc.
2800 rue Louis-Lumière, Suite 100
Québec (Québec) G1P 0A4

Attention: Martin Brière

With a copy to: Legalnotices@flo.com

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Any notice given by email is effective on the next Business Day after being sent unless the sender receives an automated message that the email has not been delivered. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord.

14.09 Registration

The Tenant may register this Lease, or a notice or a caveat hereof or "short form" of lease, or any caution indicating an interest in the Lands by virtue thereof, against the Lands. Upon the request of the Tenant, the Landlord shall execute such document(s) as may be necessary to effect such registration, provided that if the Landlord fails to execute such required document within five (5) Business Days of request, the Tenant may execute same on behalf of the Landlord as the Landlord's attorney.

14.10 Governing Law

This Lease is to be governed by and construed according to the Laws of the Province of in which the Lands are situate.

The parties agree that the courts of such Province shall have jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably attorn to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Lease and the interpretation thereof.

14.11 Subdivision Control

To the extent that the demise granted pursuant to this Lease requires the approval of any Authorities in order to comply with any subdivision control or other similar legislation, the Landlord shall be responsible for obtaining such approval(s) at its sole cost as soon as reasonably possible following the Commencement Date. To the extent that such consent is required, then until it is obtained, the Term of this Lease shall be deemed to be the maximum term permitted by Laws in the Province in which the Lands are located less one (1) day.

This Lease is expressly conditional upon compliance with the Planning Act of Ontario. Where the Term of the Lease, including all extensions available to the Tenant, exceeds twenty-one (21) years, the Landlord will obtain consent for this Lease, the cost of which will be shared by the parties in equal portions, prior to the Commencement Date, if required. In the event that, despite its best efforts, the Landlord is not able to obtain such consent, the Lease shall be deemed to be for a term, including renewals or extensions, of twenty-one (21) years less a day so long as such consent, if required, has not been obtained, and the Tenant may thereafter at its option, from time to time, endeavour to obtain such consent, the cost of which will be shared by the parties in equal portions. The Landlord will co-operate fully with any application made by the Tenant and will sign and deliver promptly upon request any consents, authorizations or other documents required in connection therewith. The Tenant shall not be obliged to accept any conditions of severance or subdivision approval which in its reasonable discretion materially and adversely impact the use or configuration of the Leased Premises. Failing compliance with the subdivision control provisions of the Planning Act of Ontario, this Lease shall be deemed to be for a term (including extensions) of twenty-one (21) years less one (1) day.

14.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

14.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

14.14 Time to be of the Essence

Time shall be of the essence of this Lease.

14.15 Quiet Enjoyment

The Landlord covenants and agrees that the Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

14.16 No Contra Proferentem

The Landlord confirms that this Lease has been freely negotiated and that the Landlord has had or waived the benefit of legal counsel and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against the Tenant by reason of the authorship of any of the provisions hereof.

14.17 Counterparts

This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes. The Landlord and the Tenant each further expressly agrees that if the signature of the Landlord and/or the Tenant on this Lease is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. Notwithstanding the foregoing, if the either party requires that this Lease be executed by way of an original wet signature, the other shall use commercially reasonable efforts to obtain same within ten (10) Business Days following a written request therefor.

14.18 Schedules

Schedules "A", "B", "C" and "D" attached hereto form part of this Lease.

14.19 Special Provisions

Notwithstanding any provision in this Lease, the terms and conditions contained in the body of this Lease shall be subject to any special terms and conditions set forth in Schedule "D", attached hereto. In the event and to the extent of an inconsistency or conflict between any of the terms of the body of this Lease and Schedule "D", the conflict or inconsistency shall be resolved in favour of Schedule "D".

**ARTICLE XV
LENDER'S SECURITY**

15.01 Acknowledgement of Security

The Landlord specifically acknowledges and agrees that Tenant may grant a security interest in the Equipment in favor of a bona fide lender, including but not limited to Canada Infrastructure Bank ("**CIB**" or the "**Lender**") as collateral security for any bona fide, secured financing of all or part of its business undertaking. Landlord further acknowledges and agrees that any right of distraint which the Landlord may have in the Equipment is postponed to the Lender's interest therein.

15.02 Ownership of Equipment

The Landlord acknowledges and agrees that in no event shall the Equipment be deemed a fixture.

15.03 Access Rights

The Landlord agrees that the Lender shall be permitted to access and use the Leased Premises to the extent required to effect realization of the Lender's security interest in the Equipment.

15.04 Integrity Provisions

In connection with this Lease, the Landlord shall:

(1) comply at all times with the Government of Canada's Integrity Regime [Government of Canada's Integrity Regime - Accountability - PSPC (tpsgc- pwgsc.gc.ca)] and Ineligibility and Suspension Policy (collectively, the "GoC Integrity Regime");

(2) provide the CIB with notice promptly upon becoming aware of any circumstances that: (i) automatically lead to a determination of ineligibility, or (ii) may reasonably lead to a determination of ineligibility or suspension, under the GoC Integrity Regime with respect to themselves or the Tenant;

(3) provide reasonable evidence of compliance with clause (1) above upon request of the CIB;

(4) put forward within five (5) Business Days of becoming aware of the circumstances referred to in clause (2) above a reasonable plan and schedule for diligently remedying such circumstances, which plan and schedule shall specify in reasonable detail the manner in, and the latest date by, which such circumstances are proposed to be remedied (which may include terminating the applicable person(s) relevant to the circumstances), which date shall not be later than thirty (30) days after becoming aware of such circumstances, or if the applicable circumstances are not capable of

being remedied in thirty (30) days, then such longer period as is acceptable to the CIB, acting reasonably. Thereafter, the Landlord shall achieve all elements of such plan and schedule in accordance with its terms;

(5) not pay, offer, promise to pay, or authorize the payment, directly or indirectly through any other person or firm, partnership, company or other entity, of any money, financial instruments or anything of material value to any person, firm, partnership, company or other entity employed by or acting for or on behalf of any major Lease party, whether private or governmental, or any government official or employee or any political party or candidate for political office, for the purpose of illegally inducing or rewarding any action by a potential employer, main contractor, or contractor or official favourable to any of the parties and further that the Landlord will, in the promotion of its activities under this Lease, maintain ethical standards of business conduct, will not engage in corrupt practices and will comply with all relevant laws, conventions and treaties; and

(6) (i) avoid any real, potential and/or perceived conflict of interest in the performance of its obligations under this Lease (ii) disclose to the CIB without delay any real, potential and/or perceived conflict of interest that arises during the performance of its obligations under this Lease; and (iii) comply with any reasonable requirements prescribed by the CIB to resolve any real, potential and/or perceived conflict of interest.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the parties have signed and sealed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

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

)
) (LANDLORD)

) Per: _____

) Name: [●]

) Title: [●]

) I have authority to bind the corporation.

)

)

)

)

) **FLO INFRA CANADA 1 LP BY ITS GENERAL**
) **PARTNER FLO INFRA CANADA GP 1 INC.**

) (TENANT)

) Per: _____

) Name: Martin Brière

) Title: Chief Network and Experience Officer

) I have authority to bind the corporation.

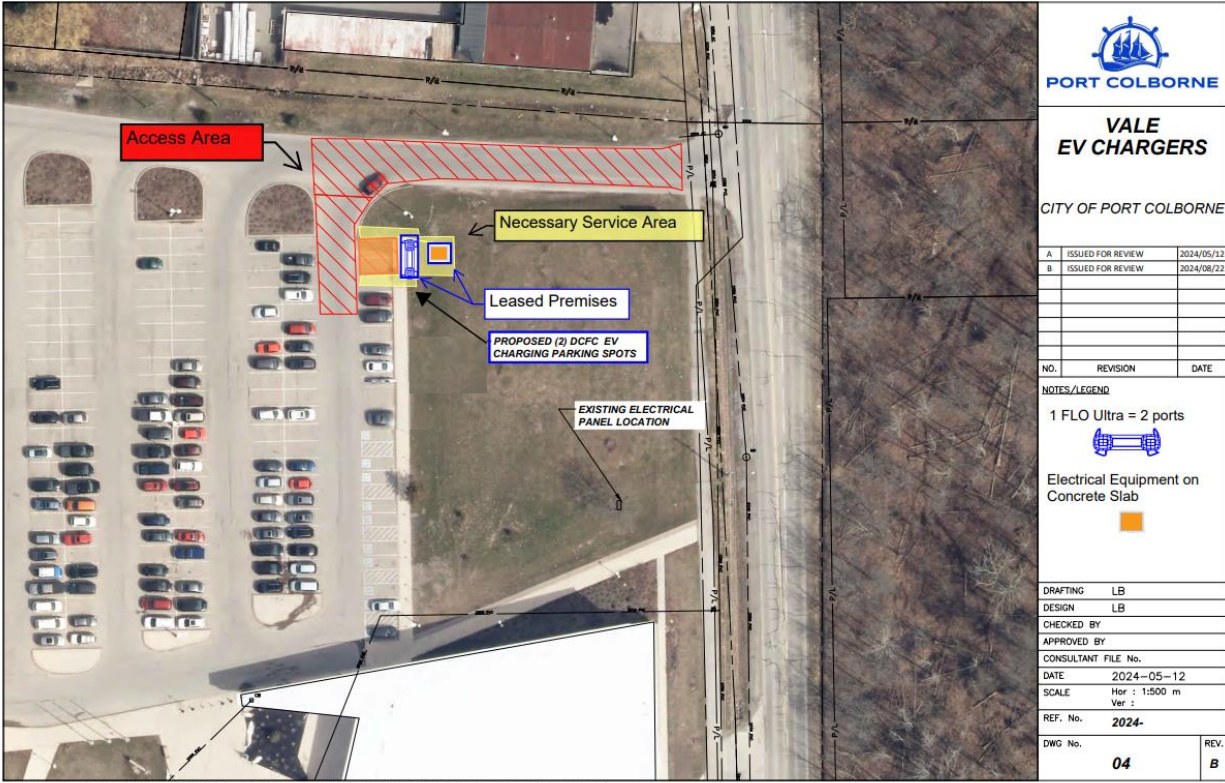
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SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

| Property | PIN | Proposed new EV Chargers |
|---|-----------------|---------------------------------|
| Vale Health and Wellness Centre - 550 Elizabeth Street, Port Colborne, ON | PIN: 64152-0080 | One (1) Ultra DCFC (dual port) |

SCHEDULE "B" PLAN OF THE LEASED PREMISES AND PROTECTED AREAS







PORT COLBORNE

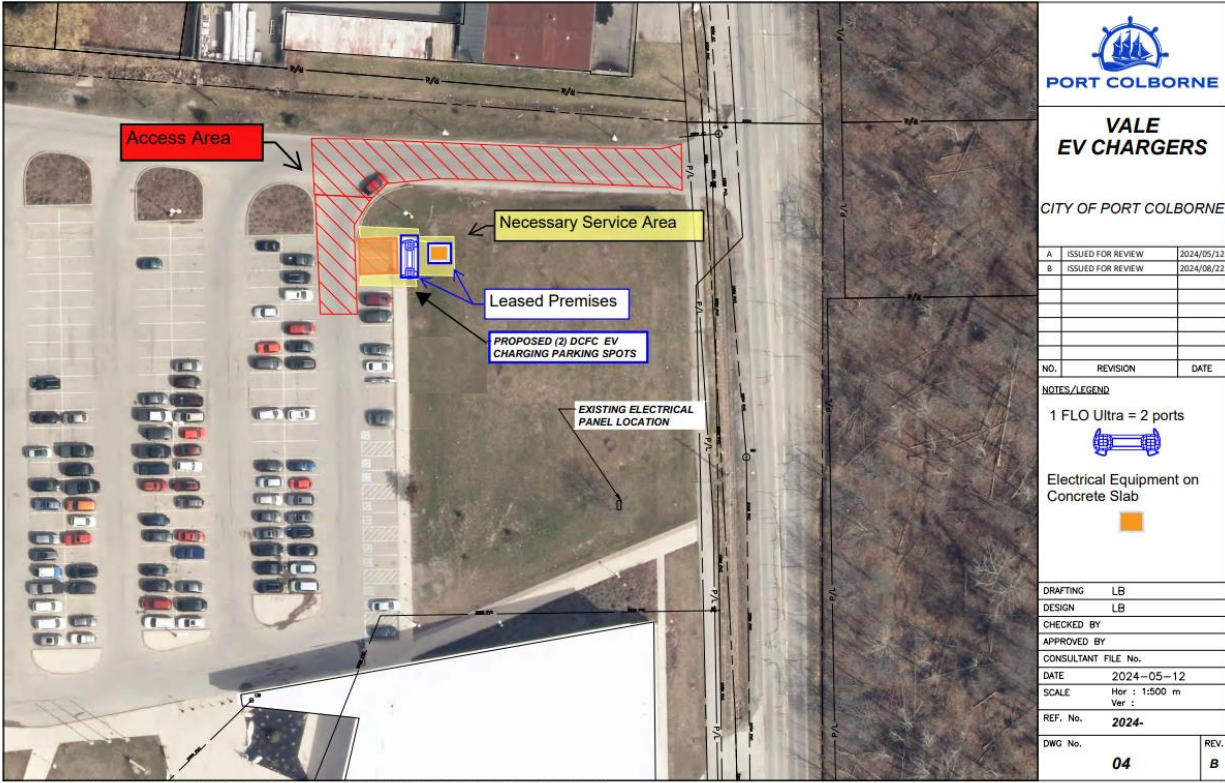
**VALE
EV CHARGERS**


CITY OF PORT COLBORNE

| | | |
|---|-------------------|------------------|
| A | ISSUED FOR REVIEW | 2024/05/12 |
| B | ISSUED FOR REVIEW | 2024/08/22 |
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| | | |
| | | |
| NO. | REVISION | DATE |
| NOTES/LEGEND | | |
| 1 FLO Ultra = 2 ports | | |
|  | | |
| Electrical Equipment on Concrete Slab | | |
|  | | |
| DRAFTING | LB | |
| DESIGN | LB | |
| CHECKED BY | | |
| APPROVED BY | | |
| CONSULTANT FILE No. | | |
| DATE | 2024-05-12 | |
| SCALE | Hor : 1:500 m | |
| | Ver : | |
| REF. No. | 2024. | |
| DWG No. | 04 | REV. B |

DRAWING FILE: C:\Users\laura.blain\OneDrive - City of Port Colborne\Desktop\2024 18 22 - EV CHARGERS.dwg PLOTTED: Aug 22, 2024 - 5:22pm PLOTTED BY: Laura.Blain

SCHEDULE "C" PRELIMINARY INSTALLATION PLAN







PORT COLBORNE

**VALE
EV CHARGERS**

CITY OF PORT COLBORNE

| | | |
|---|-------------------|------------|
| A | ISSUED FOR REVIEW | 2024/05/12 |
| B | ISSUED FOR REVIEW | 2024/08/22 |
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| NO. | REVISION | DATE |
| NOTES/LEGEND | | |
| 1 FLO Ultra = 2 ports | | |
|  | | |
| Electrical Equipment on Concrete Slab | | |
|  | | |
| DRAFTING | LB | |
| DESIGN | LB | |
| CHECKED BY | | |
| APPROVED BY | | |
| CONSULTANT FILE No. | | |
| DATE | 2024-05-12 | |
| SCALE | Hor : 1:500 m | |
| | Ver : | |
| REF. No. | 2024. | |
| DWG No. | 04 | REV. |
| | | B |

SCHEDULE "D"
SPECIAL PROVISIONS

1. Information Sharing

From and after the Commencement Date, the Tenant shall collect data from the EV Chargers on the Lands and provide a report prepared on the basis of such data (the "**Information Reports**") to the Landlord upon thirty (30) days' written request from the Landlord. No report provided to the Landlord shall include personal information relating to the Tenant's customers, or competitively sensitive information. For greater certainty, the Information Reports shall include the following for the calculation period: the total number of charging sessions; the total connection time; and the total energy transferred from the EV Chargers; the average connection time; and the average energy consumed per charging session. The Landlord acknowledges and agrees that the Information Reports and any information contained therein shall be considered confidential in accordance with Section 14.01.

The Corporation of the City of Port Colborne

By-law no. _____

Being a By-law to Adopt Amendment No. 17 to the
Official Plan for the City of Port Colborne

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area;

Therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) of the Planning Act, hereby enacts as follows:

1. That Official Plan Amendment No. 17 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached map and explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this ___ day of _____, 2024.

William C Steele
Mayor

Charlotte Madden
Clerk

**AMENDMENT NO. 17
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

PREPARED BY:

**CITY OF PORT COLBORNE
DEPARTMENT OF PLANNING & DEVELOPMENT**

**Date: November 12,
2024**

**AMENDMENT NO. 17 TO THE OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

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Details of the Amendment

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Part C – The Appendices

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2. Department of Planning and Development Report

STATEMENT OF COMPONENTS

PART A

The Preamble does not constitute part of this Amendment.

PART B

The Amendment, consisting of the following map, constitutes Amendment No. 17 to the Official Plan for the Port Colborne Planning Area.

Also attached is **PART C** – The Appendices, which do not constitute part of this Amendment. These appendices contain the background data, planning considerations and public involvement associated with this Amendment.

PART A - THE PREAMBLE

Purpose

The purpose of Official Plan Amendment No. 17 is to amend the land use designation on Schedule A – City-Wide Land Use of the Port Colborne Official Plan and to implement land-use planning policies in order to facilitate the comprehensive development of the lands north of Barrick Road west of West Side Road (Highway 58) Stonebridge Village Subdivision.

A site-specific policy amendment is proposed to implement the land-use planning policies, including the proposed density.

Location

The lands affected by this amendment are legally described as Part of Lot 31, Concession 3, Geographic Township of Humberstone, City of Port Colborne, Regional Municipality of Niagara. The property does not have a municipal address.

Basis

Currently, the subject lands are designated Urban Residential. An application has been made to initiate amendments to the City of Port Colborne's Official Plan and Zoning By-law as they relate to these lands in order to permit development of the property.

It is intended to concurrently approve an Amendment to the City's Zoning By-law 6575/30/18, rezoning of the lands from the existing "RD – Residential Development" and "RD-65-H – Residential Development Site-Specific Holding" Zone to two (2) "Residential Second Density site-specific (R2-85 & R2-86)" Zones, "Residential Third Density site-specific (R3-87)" Zone, "Residential Fourth Density site-specific (R4-88)" Zone, and "Public and Park (P)" Zone.

The proposed development exceeds the permitted densities within the Official Plan, and The City required an enhanced Official Plan analysis to address the existing holding provision and previous settlement with the former owner and the City to ensure coordinated comprehensive planning is completed through the exercise to create a vision and associated policies for the comprehensive development of the land.

PART B - THE AMENDMENT

All of this part of the document entitled **PART "B"** – "The Amendment" consisting of the following text and map designated Schedule "A" constitutes Amendment No. 17 to the Official Plan for the City of Port Colborne. The Official Plan of the City of Port Colborne is hereby amended as follows:

Mapping Changes

Lands shown on Schedule A are designated Urban Residential. The Urban Residential

designation is to remain, with site-specific policies to guide comprehensive development of the land.

The current designation of the lands will be further refined, including the location of the stormwater management facility, park, and medium and medium/high density residential areas.

Site-Specific Policy Additions

1. Introduction:

The purpose and establishment of policies herein are intended to guide the coordinated development of the lands north of Barrick Road, east of West Side Road (Highway 58) and promote an appropriate built form that achieves a community of high-quality public and private realms to create a sense of identity and support the creation of a complete community. Within the policy framework herein, the overarching design principles are to:

- To provide a variety of housing types to accommodate a range of household sizes and incomes by developing the community with innovative, compact urban forms that foster community interactions;
- Integrate a modified grid pattern of roads to maximize connectivity within the community;
- Incorporate a unique community that is easily identifiable, yet compatible with adjacent land uses;
- Protect and preserve existing environmental features from any negative impacts associated with new and adjacent development;
- Enable the coordination and design of road networks, land-uses and servicing requirements needed to establish a comprehensive vision for the community.

2. Land Use:

The lands within the Enhanced Official Plan Amendment area are those that are intended to be used for Low, Medium and Medium/High Residential, Parkland and Open Space for a Stormwater Management Facility.

The predominant use of the land will be for residential purposes and subject to the following;

- The subject lands shall achieve a minimum density of 50 persons and jobs per hectare in accordance with Provincial, Regional, and Local policies for Greenfield density;
- The minimum number of units shall not be less than 350;
- Promotion of live/work building and professional home occupational uses. Provisions for home occupational uses shall be defined in the implementing Zoning By-law;
- Allowing for accessory dwelling units in accordance with Provincial mandates are to be permitted as-of-right, as long as the zoning provisions for accessory dwelling units and structures are adhered to;
- A mix of housing types are to be included in the Plan area to ensure a variety of housing units are available for all incomes;
- Adequate standards for the proposed dwellings shall be established in the Zoning By-law; and
- The subdivision proposal shall be designed to achieve a variety of visual aesthetics including complete streets and urban design features.

2.1. Medium Density Residential

Permitted Uses

- All single-detached dwelling;
- Semi-detached dwellings and duplexes;
- Triplexes;

- All forms of townhouse units including, but not limited to street townhouses and back-to-back street townhouse;
- Live/work townhouse dwellings;
- Accessory apartments/secondary suites;
- Accessory buildings and structures related to the primary residential dwelling unit where permitted;
- Home occupations;

Development Policies

- Medium Density Residential uses may have up to an overall density of 70 units per net hectare;
- Lands within this designation shall incorporate a similar lotting pattern to address compatibility with the adjacent existing uses;
- A variety of lot and dwelling sizes shall be provided in an effort to provide a range in affordability for this residential form;
- Medium Density Residential shall be located adjacent to West Side Road and internally within the site and shall gain access via the local road network;
- The maximum building height shall generally not exceed 11-metres, unless on-site conditions restrict below grade construction or described otherwise through the Zoning By-law Amendment;
- Medium Density Residential dwellings shall be permitted to include accessory dwellings provided all requirements of the zoning by-law can be met.

2.2. Medium/High Density Residential

Permitted Uses

- Semi-detached dwellings;
- All forms of townhouse units including, but not limited to street townhouses and back-to-back street townhouse;
- Stacked townhouse dwellings; *and*
- Low to mid-rise apartment dwellings.

Development Policies

- Medium/High Density Residential uses shall be developed at an overall density ranging from 80 units per hectare to 150 units per hectare;
- The maximum building height will not exceed 6-storeys;
- All development within the high-density residential designation shall be subject to Site Plan Control.

2.3. Open Space

- Public Parkland is to be obtained through the parkland dedication provisions of the Planning Act and will be within 5-minutes walking distance of all residents;
- The Public Park shall have substantial frontage on the abutting sidewalk and shall be developed generally consistent with the Urban Design Guidelines described later in this Plan;
- Convenient access for pedestrians shall be provided, and integration with pedestrian and bicycle path systems will be encouraged;
- The Public Park should form part of the broader Greenlands System comprised of watercourses, stormwater management facilities, hydro corridors, protected woodlands and school grounds;

3. Policies for the Public Realm:

The public realm is comprised of public roads and their associated spaces and amenities, open spaces and stormwater management facilities.

3.1. Streetscape

Streetscape elements are considered elements of detail design that enhance character and functionality of space. Elements include pedestrian and active transportation facilities, street furniture, street trees and lighting.

- Deciduous trees are to line the streets. Tree species should be planted to form a continuous canopy at maturity;
- Street trees should include a variety of native, broad leaf species with a straight trunk in accordance with City standards;
- Height and style of lighting should be consistent with the hierarchy of the road, and lighting design should accommodate both pedestrian and vehicular movement and visibility;
- Sidewalks are to be provided at a minimum on one side of the public right-of-way's and on laneways where feasible.

3.2. Roads

Development in this area will accommodate a street network made up of a 'collector neighbourhood main street', local roads and laneways. In order to ensure maximum efficiency, connectivity, and mobility within the community, pedestrians, cyclists, and vehicular movement should function as an integrated network. The general guidelines for the road designs include;

- Provide clear, safe and efficient access to open space features;
- Ensure pedestrian access throughout the community;
- Create sense of comfort and promote walking and cycling;
- Allow for on-street parking to accommodate a complete street approach.

3.2.1. Collector Neighbourhood Main Street (Street 'E')

Street 'E' is to be identified as a 'Collector Neighbourhood Main Street.' This street will have a special treatment and will provide an important connection from Barrick Road through the Plan area north. This Main Street shall be particularly attractive for pedestrians and cyclists. The following guidelines shall apply;

- Shall have a maximum right-of-way width of 20.0 metres;
- Sidewalks shall be provided on both sides of the street at a minimum width of 1.8 metres each;
- Enhanced landscaping and lighting shall be provided with curb-side parking along both sides of the street;
- Lay-by parking to be permitted due to rear laneways and to provide additional visitor parking.

3.2.2. Local Urban Streets (Streets 'A', 'B', 'C', 'D')

Local Urban Streets are quiet residential streets on which the majority of medium density residential uses are found. The following guidelines shall apply;

- Local Streets, other than the Local Greenway, shall have a right-of-way width between 18.0 metres and 20.0 metres;
- A 1.5 metre sidewalk shall be provided on one side of the street;
- Deciduous boulevard trees shall be provided where feasible along the street;

3.2.3. Laneways (Laneway 'A', 'B', 'C', 'D')

Laneways provide access to private driveways. Where laneways are used, the following general design requirements shall be considered;

- Laneways shall have a right-of-way width of between 10 metres and 12 metres;
- Are to be designed to accommodate vehicular access to the rear of the units on the Collector Main Street, or allow for units to independently front the laneways.

4. Policies for the Private Realm:

The private realm is comprised of the built form developments and their relationship to each other, open spaces and roads.

4.1. *Blocks and Lots*

Development block configuration should demonstrate the following standards;

- Developable lands shall be subdivided into a series of development blocks, defined by a highly interconnected grid, or modified system of public roads and lanes;
- The size and configuration of each development block will:
 - Be appropriate to its intended use;
 - Facilitate and promote active transportation; and
 - Provide a sufficient number and, where appropriate, range of building lots to achieve cost effective and efficient development pattern;
- Development blocks shall be configured to ensure visual diversity and to avoid long and monotonous blocks;
- Each development lot or block must have frontage on a public road or laneway.

4.2. *Built Form*

- Building form and siting shall minimize the impacts of noise, wind and shadows on adjacent properties;
- New development will be compatible with adjacent and neighbouring development by ensuring that the siting and massing of new buildings does not result in undue adverse impacts on adjacent properties particularly in regard to adequate privacy conditions for residential buildings and their outdoor amenity area;
- Land use compatibility between scales of buildings shall be achieved through appropriate siting, design and landscape treatment;
- A variety of architectural elements such as entry porches, dormers, material detailing will be employed to create a distinctive character for each block.

4.3. *Building Relationship to Roads and Open Space*

- Buildings shall be street-front oriented and provide direct street access for pedestrians;
- Buildings and site design should be used to reduce or minimize the incidence of crime through the implementation of Crime Prevention Through Environmental Design (CPTED) principles including natural surveillance, natural access control, territorial reinforcement and space assessment;
- To reinforce the road, land and block pattern, the following measures will be employed:
 - Siting and massing of buildings will provide a varying relationship;
 - Buildings located adjacent to, or at the edge of parks and open spaces will provide opportunities for overlook into the open space.

4.4. *Variety of Housing Types*

- Notwithstanding Section 4.2, a variety of built form and residential densities are to be promoted and appropriately integrated into the design.

4.4.1. *Single-Detached Dwellings & Semi-Detached Dwellings*

- Where appropriate, varied setbacks are encouraged to provide an interesting street edge;
- To foster a stronger sense of connectivity, select dwellings will feature front steps leading directly to the sidewalk;
- Select single-detached dwellings are to have parking allocated to the rear of the property, utilizing laneways to optimize space and minimize visual clutter along the streets;
- A variety of dwelling elevations are to be considered to generate visual diversity

and interest;

- Colour selections should avoid duplication amongst adjacent units.

4.4.2. Townhouses

- The siting, massing and façade design of townhouse units are to be coordinated on a block-by-block basis;
- The townhouses are to reinforce common characteristics while including variation for differentiation and aesthetic interest;
- Variety in the design of roofs is required to break up the massing of townhouse blocks;
- The massing and built form of townhouse units adjacent to single/semi-detached dwellings is to be complementary to those dwellings through height and architectural elements to promote visual integration;
- Townhouses shall be oriented toward the street with front doors and windows facing the street;
- Where garages are provided in the front yard, they should be paired to allow for more substantial front yard green space.

4.4.3. Apartment

- A variety of exterior cladding materials are to be considered to compliment the surrounding architecture;
- A great amount of fenestration is to be incorporated to encourage strong visual connections between the dwellings and public realm;
- The apartment building and the surrounding landscaping shall be designed to help define the street edge and engage the public realm;

IMPLEMENTATION AND INTERPRETATION

The implementation and interpretation of this amendment shall be in accordance with the respective policies of the Port Colborne Official Plan and an amendment to the City Zoning By-law to rezone the subject lands.

PART C – THE APPENDICES

The following appendices do not constitute part of Amendment No. 17 but are included as information to support the Amendment.

APPENDIX I – Draft Minutes of the Public Meeting on August 6, 2024

APPENDIX II – Planning & Development Report 2024-211

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting the land legally known as Part of Lot 31, Concession 2, Geographic Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the *Planning Act, R.S.O. 1990*, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule "A8" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from:

| | | |
|--|----|--|
| Residential Development (RD) Zone | to | Second Density Residential (R2-85) Site-Specific Zone (Part 1) |
| Residential Development (RD) Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 2) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 3) |
| Residential Development (RD) Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 4) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 5) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Fourth Density Residential (R4-88) Site-Specific Zone (Part 6) |
| Residential Development (RD) Zone | to | Public + Park (P) Zone (Part 7) |
| Residential Development (RD-65-H) Site-Specific Holding Zone | to | Public + Park (P) Zone (Part 8) |

3. That Section 37 entitled "Special Provisions" of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

Part 1 (R2-85):

Section 2 – General Provisions

Notwithstanding the provisions of Permitted Encroachments, the following regulations shall apply:

- a. Deck or Platform Encroachment (height above ground floor level to 0.61m) are to have a minimum setback from the corner side lot line of 2-metres.
- b. Deck or Platform Encroachment (more than 0.61m but less than 1.2m) are to have a minimum setback from the corner side lot line of 2-metres.

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulation shall apply:

- a. Standard Parking Space Obstructed on Two Sides 3m x 5.2m

Section 6 – Second Density Residential (R2-85) Zone

Notwithstanding the provisions of the Second Density Residential Zone, the following regulation shall apply:

- a. Minimum Lot Frontage 10 metres
- b. Minimum Lot Frontage – Corner Lot 14.25 metres
- c. Minimum Lot Area 0.03 hectares
- d. Minimum Front Yard 4.5 metres to dwelling
6 metres to garage
- e. Minimum Corner Side Yard 2 metres

Part 2 and 3 (R2-86):

Section 2 – General Provisions

Notwithstanding the provisions of Permitted Encroachments, the following regulations shall apply:

- a. Deck or Platform Encroachment (height above ground floor level to 0.61m) are to have a minimum setback from the corner side lot line of 1.6-metres, and a minimum setback from the front lot line of 1.5-metres.
- b. Deck or Platform Encroachment (more than 0.61m but less than 1.2m) are to have a minimum setback from the corner side lot line of 1.6-metres, a minimum setback from the rear lot line of 1.6-metres, and a minimum setback from the front lot line of 1.5-metres.
- c. Deck or Platform Encroachment (1.2m or greater) are to have a minimum setback from the rear lot line of 2-metres, and a minimum setback from the front lot line of 1-metre.

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulation shall apply:

- a. The required parking spaces per unit for Detached Dwelling 1 space per unit 7.8-m
- b. The required parking spaces per unit for Detached Dwelling 1 space per unit 8.4-m
- c. Standard Parking Space Obstructed on Two Sides 3 m x 5.2 m
- d. Maximum Width of a parking area on a residential lot with 4 or fewer dwelling units Delete

Section 6 – Second Density Residential (R2-86) Zone

Notwithstanding the provisions of the Second Density Residential Zone, the following regulations shall apply:

7.8-metre Detached Dwellings

- a. Minimum Lot Frontage 7.8 metres
- b. Minimum Lot Frontage – Corner Lot 8.9 metres
- c. Minimum Lot Area 0.0215 hectares

| | |
|-------------------------------|--|
| d. Minimum Front Yard | 3 metres to dwelling |
| e. Minimum Interior Side Yard | 0.6 metres on one side 1.2 metres on the other side |
| e. Minimum Corner Side Yard | 2 metres |
| f. Minimum Rear Yard | 7 metres |
| g. Maximum Lot Coverage | 50% |
| h. Maximum Height | 11 metres |

8.4-metre Detached Dwellings

| | |
|--------------------------------------|--|
| a. Minimum Lot Frontage | 8.4 metres |
| b. Minimum Lot Frontage – Corner Lot | 9.4 metres |
| c. Minimum Lot Area | 0.0125 hectares |
| d. Minimum Front Yard | 3 metres to dwelling |
| e. Minimum Interior Side Yard | 0.6 metres on one side 1.2 metres on the other side 3 metres if no attached garage |
| f. Minimum Corner Side Yard | 1.6 metres |
| g. Minimum Rear Yard | 4 metres 2.6 metres for corner lot |
| h. Maximum Lot Coverage | 50% |
| i. Maximum Height | 11 metres |

Part 4 and 5 (R3-87):

Section 2 – General Provisions

Notwithstanding the provisions of Accessory Buildings, the following regulations shall apply:

| | |
|-------------------------|-----|
| a. Maximum Lot Coverage | 15% |
|-------------------------|-----|

Notwithstanding the provisions of Accessory Uses to a Dwelling, Section 2.9.2 Home Based Business, the following regulations shall apply:

- a. The use occupies a maximum floor area of 50% of the total dwelling unit floor area
- b. There are to be separate entrances to the dwelling unit for the home-based business
- c. In addition to the parking provision of the By-law, on-street parking is permitted

Notwithstanding the provisions of Permitted Encroachments, the following regulations shall apply:

- a. Deck or Platform Encroachment (height above ground floor level to 0.61m) are to have a minimum setback from the corner side lot line of 2-metres, and a minimum setback from the front lot line of 1.5-metres.
- b. Deck or Platform Encroachment (more than 0.61m but less than 1.2m) are to have a minimum setback from the corner side lot line of 2-metres, a minimum setback from the rear lot line of 1.6-metres, and a minimum setback from the front lot line of 1.5-metres.
- c. Deck or Platform Encroachment (1.2m or greater) are to have a minimum setback from the rear lot line of 2-metres, and a minimum setback from the front lot line of 1-metre.

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulation shall apply:

- a. 1 parking space per unit is required for 7.8-m Single-Detached Dwellings, 8.4-m Single-Detached Dwellings, Back-to-Back Townhouse Dwellings, and Live/Work Townhouse dwellings

- | | |
|--|-------------|
| b. Standard Parking Space Obstructed on Two Sides | 3 m x 5.2 m |
| c. Maximum Width of a parking area on a residential lot with 4 or fewer dwelling units | Delete |

Section 7 – Third Density Residential (R3-87) Zone

Notwithstanding the permitted uses of the Third Density Residential Zone, the following uses are to be permitted:

- a. 7.8 metre Single Detached Dwelling;
- b. 8.4 metre Single-Detached Dwelling;
- c. Back-to-Back Townhouse;
- d. Live/Work Townhouse;

Notwithstanding the provisions of the Third Density Residential Zone, the following regulation shall apply:

Semi-Detached Dwelling

- | | |
|-------------------------------|--|
| a. Minimum Lot Frontage | 16.5 metres (7.8m per unit) |
| b. Minimum Front Yard | 4.5 metres to dwelling 6 metres to garage |
| c. Minimum Corner Side Yard | 2 metres |
| d. Minimum Rear Yard | 5 metres |
| e. Maximum Lot Coverage | 50% |
| f. Minimum Interior Side Yard | No minimum for common walls |

Street Townhouse

- | | |
|----------------------------------|--|
| a. Minimum Lot Frontage per Unit | 5.5 metres |
| b. Minimum Lot Area | 0.016 hectares |
| c. Minimum Front Yard | 4.5 metres to dwelling 6 metres to garage |
| d. Minimum Interior Side Yard | 1.2 metres No minimum for common walls |
| e. Minimum Corner Side Yard | 2 metres |
| f. Minimum Rear Yard | 5 metres |
| g. Landscape Buffer | 1.2 metres |

Back-to-Back Townhouse

- | | |
|-------------------------------|--|
| a. Minimum Lot Frontage | 5.8 metres |
| b. Minimum Lot Area | 0.0085 hectares |
| c. Minimum Front Yard | 4.5 metres to dwelling 6 metres to garage |
| d. Minimum Interior Side Yard | 1.2 metres No minimum for common walls |
| e. Minimum Corner Side Yard | 2 metres |
| f. Minimum Rear Yard | N/A |
| g. Maximum Height | 14 metres |
| h. Minimum Landscaped Area | 15% |
| i. Landscape Buffer | 1.2 metres |

Live/Work Townhouse

- | | |
|-------------------------------|---|
| a. Minimum Lot Frontage | 5.5 metres |
| b. Minimum Lot Area | 0.0150 hectares |
| c. Minimum Front Yard | 3 metres to dwelling |
| d. Minimum Interior Side Yard | 1.2 metres No minimum for common walls |
| e. Minimum Corner Side Yard | 4.4 metres |
| f. Minimum Rear Yard | 12 metres |
| g. Maximum Height | 14 metres |
| h. Minimum Landscaped Area | 25% |

- i. Landscape Buffer 1.2 metres

7.8-m Single-Detached Dwelling and 8.4-m Single-Detached Dwelling

The zone requirements of the Second Density Residential (R2-86) Zone shall apply.

Part 6 (R4-88):

Section 3 – Parking Provisions

Notwithstanding the Parking Provisions of Section 3, the following regulations shall apply:

- a. The required parking spaces per unit for Apartment Building 1 space per unit
- b. The required parking spaces per unit for Stacked Townhouses 1.25 spaces per unit
- c. Standard Parking Space Obstructed on Two Sides 3 m x 5.2 m

Notwithstanding the Landscape Provisions for Parking Areas, the following regulations shall apply:

- a. The lot line abutting a public road is to be 3.0-metres from a proposed area with 100 or greater parking spaces.
- b. The lot line abutting a residential, institutional or public park zone is to be 3.0- metres from the proposed area with 100 or greater parking spaces.

Section 8 – Fourth Density Residential (R4-88) Zone

Notwithstanding the permitted uses of the Fourth Density Residential (R4) Zone, the following uses are to be permitted:

- a. Stacked Townhouse Dwelling

Notwithstanding the provisions of the Fourth Density Residential Zone, the following regulation shall apply:

Apartment Building

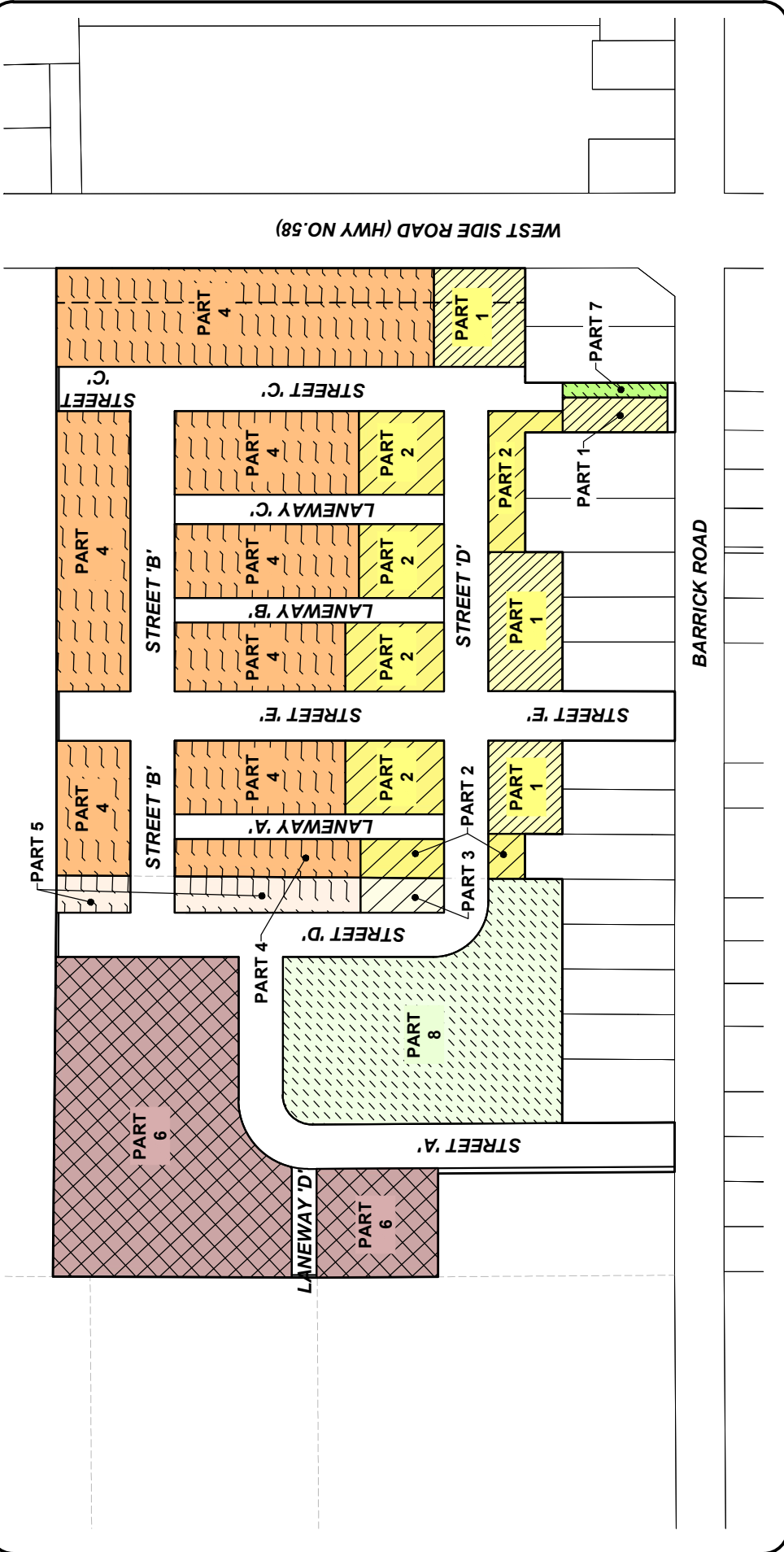
- a. Minimum Front Yard 4.2 metres
- b. Minimum Corner Side Yard 3 metres
- c. Maximum Height 23 metres
- d. Minimum Floor Area 27 metres squared

Semi-Detached Dwelling

- a. Minimum Lot Frontage 16 metres
- b. Minimum Lot Area 0.04 hectares
- c. Minimum Front Yard 4.5 metres to dwelling
6 metres to garage
- d. Minimum Interior Side Yard No minimum for common walls

Stacked Townhouse

- a. Minimum Lot Frontage 40 metres
- b. Minimum Lot Area 0.015 hectares
- c. Minimum Front Yard 5 metres to dwelling
- d. Minimum Interior Side Yard 2 metres
No minimum for common walls



SCHEDULE "A"
To By law No.

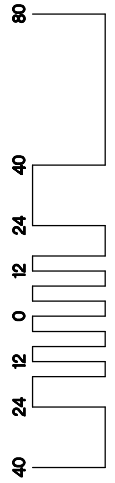
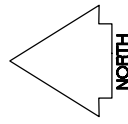
THIS IS SCHEDULE "A" TO BY-LAW NO. _____
PASSED THE _____ **DAY OF** _____

Mayor _____

Clerk _____

Legend

| | | | | |
|--|---------------|--|----|--|
| | PART 1 | Residential Development (RD) Zone | to | Second Density Residential (R2-85) Site-Specific Zone (Part 1) |
| | PART 2 | Residential Development (RD) Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 2) |
| | PART 3 | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Second Density Residential (R2-86) Site-Specific Zone (Part 3) |
| | PART 4 | Residential Development (RD) Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 4) |
| | PART 5 | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Third Density Residential (R3-87) Site-Specific Zone (Part 5) |
| | PART 6 | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Fourth Density Residential (R4-88) Site-Specific Zone (Part 6) |
| | PART 7 | Residential Development (RD) Zone | to | Public + Park (P) Zone (Part 7) |
| | PART 8 | Residential Development (RD-65-H) Site-Specific Holding Zone | to | Public + Park (P) Zone (Part 8) |



SCALE IN METRES

City of Port Colborne

The Corporation of the City of Port Colborne

By-law no. _____

Being a By-law to Amend Zoning By-law 6575/30/18 Respecting the Land Legally known as Concession 1, Part of Lots 23 and 24, being Part 1 on Plan 59R-10294 in the City of Port Colborne, Regional Municipality of Niagara, Municipally Known as Vacant City-owned Lands on Elizabeth Street, North of the Friendship Trail.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the *Planning Act, R.S.O. 1990*, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule "A6" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from Residential Development (RD) to Environmental Protection (EP).
3. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
4. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this day of , 2024.

William C Steele
Mayor

Charlotte Madden
City Clerk

Schedule "A"



The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to Adopt, Ratify and Confirm the proceedings of
the Council of The Corporation of the City of Port Colborne at its Regular Meeting
of November 12, 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 Regular Meeting of November 12, 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 12th, day of November, 2024.

William C. Steele
Mayor

Charlotte Madden
City Clerk