



**PORT COLBORNE**

## City of Port Colborne Council Meeting Agenda

**Date:** Tuesday, January 28, 2025  
**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**

**7. Presentations**

7.1 Niagara South Coast Tourism Association Organizational Update

1

Presentation by Greg Higginbotham, Tourism Coordinator

7.2 Lighthouse Festival, Roselawn Theatre 2020 - 2024

12

Presentation by Stephanie Powell Baswick, Director of Museum and Culture, and Caitlin O'Neill, Operations Manager - Lighthouse Festival.

7.3 Award of Excellence - Department of Museum and Culture

## 8. Delegations

In order to speak at a Council meeting, individuals must register no later than 12 noon on the date of the scheduled meeting. To register, complete the online application at [www.portcolborne.ca/delegation](http://www.portcolborne.ca/delegation), email [deputyclerk@portcolborne.ca](mailto:deputyclerk@portcolborne.ca) or phone 905-228-8118.

## 9. Mayor's Report

## 10. Regional Councillor's Report

## 11. 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.

### 11.1 Approval of Minutes

#### a. Council in Closed Session

a.	April 2, 2024	24
b.	April 9, 2024	26
c.	April 23, 2024	29
d.	April 30, 2024	31
e.	May 13, 2024	33
f.	Joint Tri-Council Meeting - May 13, 2024	36
g.	May 14, 2024	38
h.	May 27, 2024	40
i.	May 28, 2024	42
j.	June 18, 2024	44
k.	July 23, 2024	47
l.	September 7, 2024	50

	m. September 10, 2024	52
	b. Regular Council Meeting - November 26, 2024	54
	c. Special Council Meeting - December 3, 2024	67
	d. Regular Council Meeting - December 10, 2024	72
11.2	Receipt of Minutes of Boards & Committees	
	a. Museum, Heritage and Culture Board Minutes - November 19, 2024	86
	b. Port Colborne Public Library Board - December 4, 2024	93
11.3	Staff Reports	
	a. Sale of City Property – Agreement of Purchase and Sale (Killaly St. E.), 2025-17	98
	b. Sale of City Property – Agreement of Purchase and Sale (Page Street Road Allowance), 2025-03	113
	c. West Street Parkette Upgrades, 2025-11	128
	d. Niagara Peninsula Conservation Authority ‘Trees for All’ Partnership Opportunity, 2025-14	133
	e. Request for Delegated Authority for DC Relief for Projects Initiated Before New By-law Effective Date, 2025-08	137
	f. Port Colborne Library – Memorandum of Understanding, 2025-23	159
11.4	Receipt of Correspondence Items	
	a. The Age-Friendly Niagara Council - Looking for Volunteer Members	171
	b. City of Welland - Request Province of Ontario to Invoke the Notwithstanding Clause in Section 33 of the Canadian Charter of Rights and Freedoms	174
	c. Niagara Region - Niagara Regional Police Service and Police Service Board 2025 Operating Budget	176

	d.	City of Toronto - Declaring Toronto a Paid-Plasma-Free Zone	180
	e.	Northern Ontario Women's Caucus (NOW Caucus) regarding the Resignation of MPP Michael Mantha	183
	f.	Township of Terrace Bay - NOMA Letter re Billy Bishop Airport Support	184
<b>12.</b>		<b>Items Requiring Separate Discussion</b>	
	12.1	Community Engagement on the Future of Healthcare in Port Colborne, 2025-19	188
	12.2	Community Engagement on Licensed Childcare in Port Colborne, 2025-20	196
<b>13.</b>		<b>Staff Remarks</b>	
<b>14.</b>		<b>Councillors' Remarks</b>	
<b>15.</b>		<b>Motions</b>	
<b>16.</b>		<b>Notice of Motions</b>	
<b>17.</b>		<b>By-laws</b>	
	17.1	By-law No. 7310/01/25 - Agreement Purchase of Sale (Killaly St. E.)	201
	17.2	By-Law No. 7311/02/25 - Agreement Purchase of Sale (Page St. Road Allowance)	209
	17.3	By-Law No. 7312/03/25 - The Port Colborne Public Library Memorandum of Understanding	217
<b>18.</b>		<b>Closed Session</b>	
	18.1	Approval of Minutes	
		a. Special Council Meeting - November 8, 2024	
		b. Regular Council Meeting - November 12, 2024	
		c. Special Council Meeting - November 19, 2024	
		d. Regular Council Meeting - November 26, 2024	



- e. Special Council Meeting - December 3, 2024
- f. Regular Council Meeting - December 10, 2024

## 18.2 Staff Reports

- a. Confidential Office of the CAO Report, 2025-01

Confidential Office of the CAO Report, 2025-01, pursuant to the *Municipal Act, 2001*, subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

- b. Confidential Office of the CAO Report, 2025-07

Confidential Office of the CAO Report, 2025-07, 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)(d) labour relations or employee negotiations.

- c. Confidential Office of the CAO Report, 2025-09

Confidential Office of the CAO Report, 2025-09, pursuant to the *Municipal Act, 2001*, subsection 239(2)(d) labour relations or employee negotiations.

- d. Confidential Office of the CAO Report, 2025-10

Confidential Office of the CAO Report, 2025-10, pursuant to the *Municipal Act, 2001*, subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

- e. Confidential Human Resources Verbal Update

Confidential Human Resources Verbal Update, 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)(d) labour relations or employee negotiations.

## 19. Back to Open Session

## 20. Procedural Motions

**21. Confirmatory By-law**

21.1 By-Law No. 7313/04/25 - 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**



Niagara's South Coast Tourism Association

# ORGANIZATIONAL UPDATE

Port Colborne City Council | January 28, 2025



# AGENDA

- I. Historical Synopsis
- II. Journey to the Present
- III. Importance of the DMO
- IV. DMO Funding
- V. 2025 Plan and Activities

# HISTORICAL SYNOPSIS

- Niagara's South Coast Tourism Association was established in 2012
  - Town of Fort Erie
  - Town of Pelham
  - City of Port Colborne
  - Township of Wainfleet
  - City of Welland
- The association's activity was low over several years due to persistent funding constraints, which impacted its ability to fulfill its mission and remain active



# HISTORICAL SYNOPSIS

- 2020/21 was a turning point as a COVID-19 recovery grant allowed the association to re-establish itself and support pandemic-related projects in Fort Erie, Port Colborne, Wainfleet, and Welland
- Following completion of the grant, a presentation on the status of the NSCTA was given to City Council on May 10, 2021



# JOURNEY TO THE PRESENT

- 2021-2024 was a growing period:
  - Strategized with the NSCTA Board of Directors to sell the organization's value proposition and achieve a commitment from most of the original municipalities
  - Implemented the Municipal Accommodation Tax in Port Colborne to create a sustainable funding source for the NSCTA
  - Demonstrated the City of Port Colborne's role as a leader of the NSCTA by providing it with staff support and actively maintaining its operations



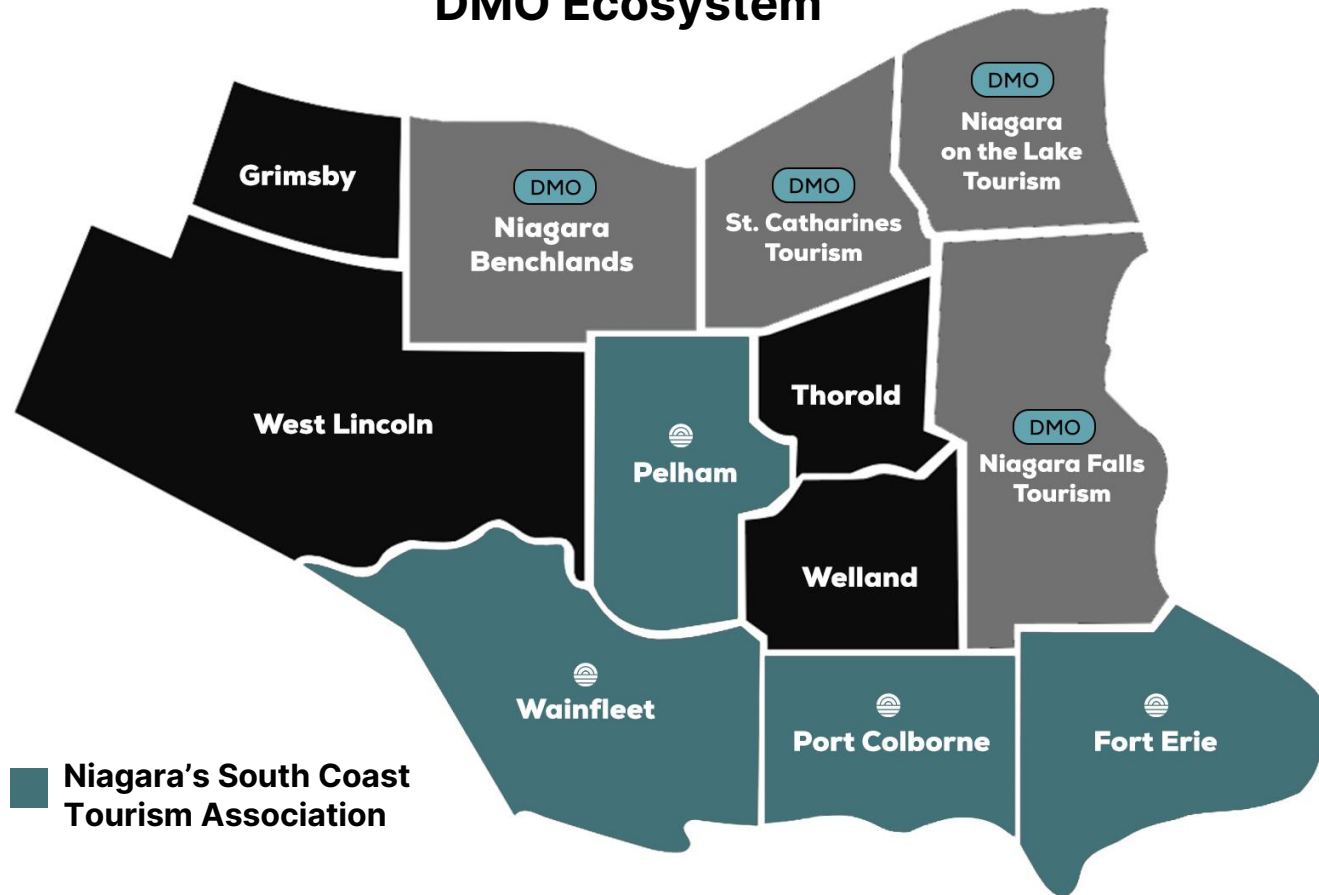
## Board Members

Mayor Bill Steele

Councillor Ron Bodner

Bryan Boles, Treasurer

## DMO Ecosystem



### Regional Level

Tourism Partnership of Niagara



### Provincial Level

Destination Ontario

DESTINATION  
ONTARIO

### National Level

Destination Canada





# IMPORTANCE OF THE DMO

DMO model is a globally adopted framework for generating tourist demand and developing the visitor economy

Visitors are increasingly drawn to places in the surrounding region, exploring beyond the primary destination

By working together through this partnership, our municipalities can achieve greater success than we could individually

## TOTAL TOURISM EXPENDITURES - NIAGARA

(Domestic - 2023)

# \$2.1 BILLION

Total domestic visits: 8,760,000

Total tourism businesses: 4,314

Total tourism jobs: 37,261



# DMO FUNDING

- The DMO's funding model is based on the availability of funds

Town of Fort Erie	\$10,000	Levy	Two-year commitments (2025 & 2026)
Town of Pelham	\$12,000	Levy	
Town of Wainfleet	\$3,575	Levy	
<b>Total Annual Contributions</b>	<b>\$25,575</b>		
City of Port Colborne	\$25,575	MAT	Contribution Match
<b>2025 Budget</b>		<b>\$51,150</b>	

# DMO FUNDING

## 2025 Forecast

	Core	Municipal Partnership	Total
MAT	144,425	25,575	170,000
Contributions		25,575	25,575
Grants		50,700	50,700
Fees	2,000		2,000
<b>Total Revenue</b>	<b>146,425</b>	<b>101,850</b>	<b>248,275</b>

	Core	Municipal Partnership	Total
Marketing	36,105	97,150	133,255
Fishing Tournament Grant Program	25,000		25,000
Salaries & Wages	59,200	4,700	63,900
Contract Services	11,480		11,480
Finance	9,640		9,640
Audit	5,000		5,000
<b>Total Expenses</b>	<b>146,425</b>	<b>101,850</b>	<b>248,275</b>

Grants forecasted: \$46,000 – TPN 2025 Partnership Program  
 \$4,700 – Canada Summer Jobs

## 2024 P&L Statement

	Revenue	
	Actual	Budget
MAT	32,000.00	
Fees	9,391.83	2,000
Grants	10,710.00	
<b>Total Revenue</b>	<b>52,096.83</b>	<b>2,000</b>

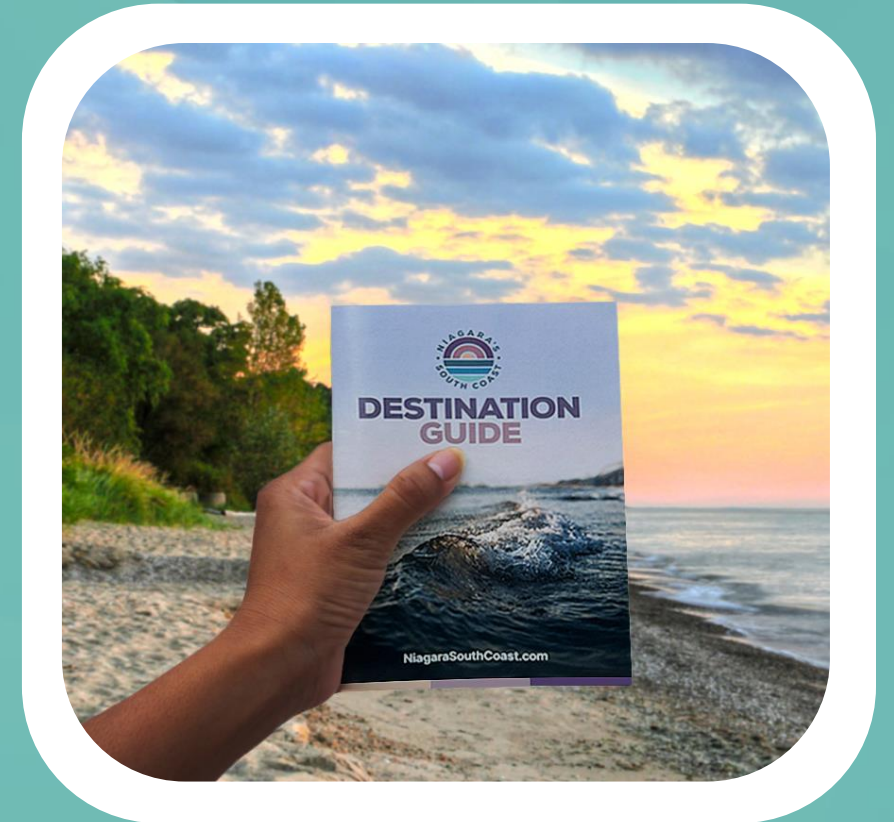
	Expenses	
	Actual	Budget
Contract Services	38,046.07	32,000
Summer Student	4,634.00	
Audit	3,328.96	
Sponsorship	1,515.24	
<b>Total Expenses</b>	<b>47,524.27</b>	<b>32,000</b>

<b>Surplus</b>	<b>4,572.56</b>	
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\*Contract Services do not yet fully account for December 2024 expenses

# 2025 PLAN & ACTIVITIES

- 2025 Marketing Campaign
- Destination Guide and Website Refresh
- Niche Tourism Projects
  - Indigenous Tourism
  - Agritourism
  - Cycle Tourism
- Collaborations with TPN, NPCA, and Niagara Geopark
- Steering Committee - The goal is that when the two-year commitment is up for renewal in 2026, the steering committee will evolve into a Board with greater municipal representation



# THANK YOU!

Greg Higginbotham  
Tourism & Strategic Projects Coordinator  
[greg.higginbotham@portcolborne.ca](mailto:greg.higginbotham@portcolborne.ca)



[niagarasouthcoast.com](http://niagarasouthcoast.com)

# LIGHTHOUSE FESTIVAL

Roselawn Theatre  
2020 - 2024

Lighthouse Festival's management of Roselawn Theatre began in 2020. The following presentation is an overview of the activities for the last five years and the re-introduction of professional live theatre to Port Colborne after the global pandemic.



Under government closure mandates, Lighthouse did not present any live theatre at Roselawn Theatre in 2020. This time was taken to explore options for an outdoor theatre space and to plan for immediate upgrades to the facility.

In late 2020 and early 2021 Lighthouse replaced the floor of the lobby and new bar area, cleaned and outfitted the carpentry shop, and made numerous improvements to the sound and lighting capabilities in the theatre.



2020



2021



Late summer of 2021 government mandates loosened allowing for the re-opening of live theatre with audiences socially spaced and health checks in place.

Lighthouse re-opened at Roselawn Theatre with two productions in the fall.



**28**  
performances



**1232**  
attended



*Beyond The Sea* by Kristen Da Silva



*Old Love* by Norm Foster



**PORT COLBORNE**

2020



2021

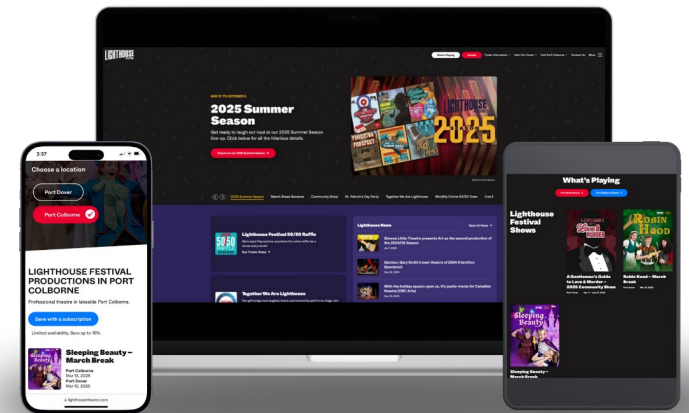


Starting in 2021 Lighthouse took on a complete rebranding project with the aim to bring both theatres under one brand. The result was the new Lighthouse Festival logo, brand identity and website. Moving forward all programming would be promoted under Lighthouse Festival, with each location having a colour identity to differentiate programming at each location

## REBRANDING

**LIGHTHOUSE**  
FESTIVAL

**PORT DOVER** **PORT COLBORNE**



**PORT COLBORNE**

2020

2021



2022



Audience size mandates were lifted in late 2021 allowing Lighthouse the ability to program a full year of live theatre for the first time at Roselawn Theatre. Main season subscription renewals for past patrons were opened in February with more than 70% of 2019 subscribers returning.

In total Lighthouse Festival presented 7 productions with a total of 74 performances as well as welcomed 10 tribute concerts from third-party renters.



**88**

performances



**12,382**

attended



**1166**

subscribers



**PORT COLBORNE**

2020

2021

2022



2023



Following the moderate success of 2022, Lighthouse re-introduced the March Break programming for families, doubled the number of third-party rental events and introduced a new winter program, the Pantomime.

Performance attendance continued to increase, including a 3.7% increase in subscribers who attended all five of the main season plays.

2023 also saw the introduction of a relaxed performance pilot at Roselawn Theatre, a new program supported by the Ontario Trillium Foundation to expand live theatre opportunities to those with diverse abilities.



**99**  
performances



**15,386**  
attended



**1209**  
subscribers



**PORT COLBORNE**

2020

2021

2022

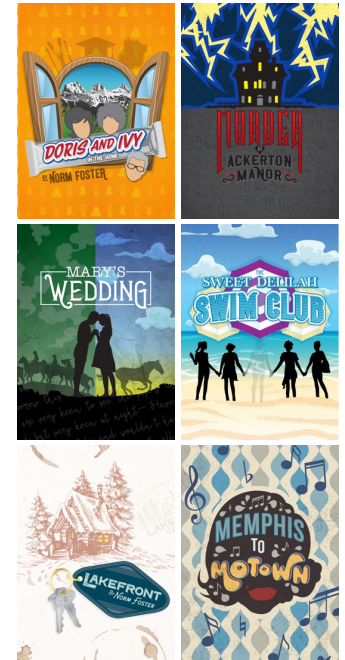
2023

2024



The 2024 season continued to see moderate growth in attendance and in the number of performances presented. The relaxed performance pilot grew into a full program offering a relaxed performance for every main season production.

Lighthouse Festival continues to perform at the top of the pack in comparison to the live theatre industry in Ontario and Canada, but attendance still remains 9% lower than pre-pandemic levels.



**121**

performances



**18,143**

attended



**1251**

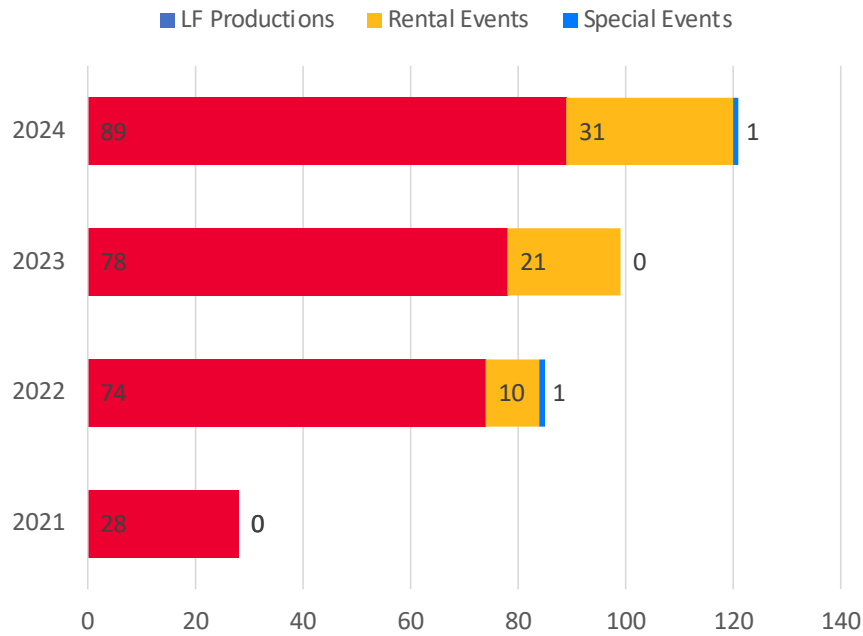
subscribers



**PORT COLBORNE**

# FACILITY USE

Events per year



Live events presented



**52%**

of calendar year

Production turnover and theatre technical maintenance account for

**21%**

of calendar year



Overall,

**73%**

of calendar year

Is committed to presenting live theatre and concert events at Roselawn Theatre



**PORT COLBORNE**

# COMMUNITY IMPACT

## VOLUNTEERS



**34**  
volunteers



**1400+**  
volunteer hours  
annually

## STAFF



**6**  
part-time roles



**4**  
full-time roles

## COMMUNITY PARTNERSHIPS





# TOURISM IMPACT



**17%**  
Travel 40+ KMs



**174**

Patrons visited from  
the  
USA



**69%**

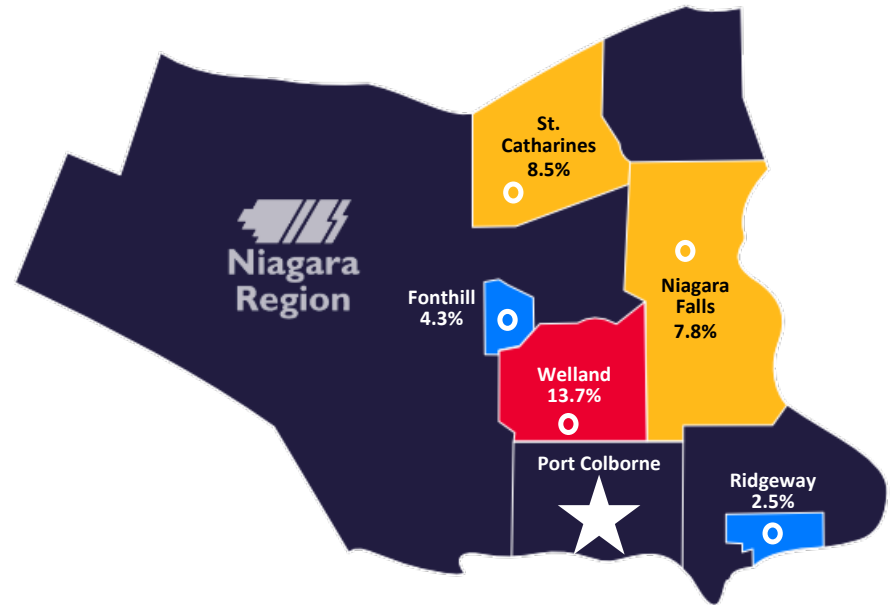
Visit a restaurant when  
attending a performance



**38%**

Visit a shop when attending  
a performance

## TOP 5 towns/cities patron visit from (not including Port Colborne)



Lighthouse festival attended the  
2023 & 2024 OMCA conference to  
promote to motor coach tours



**PORT COLBORNE**



# LIGHTHOUSE FESTIVAL & ROSELAWN CENTRE



Host top donors for dinner in double parlour annually



Support in scheduling of weddings and large-scale events



Provide greenroom and access to theatre to support Roselawn Centre events



Welcome Roselawn staff to the theatre with complimentary tickets

Promote Roselawn Centre galleries and events on digital screens in box office, lobby and bar.

Will be supporting the 2025 “Beneath the Mansard Roof” exhibit by providing access to archived Showboat Festival Theatre documents





**PORT COLBORNE**

**City of Port Colborne**

**Closed Session Minutes**

**Date:** Tuesday, April 2, 2024  
**Time:** 7:00 pm  
**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

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

**Members Absent:** E. Beaugard, Councillor

**Staff Present:** S. Luey, Chief Administrative Officer  
C. Schofield, Acting City Clerk  
D. Vasu, Interim Deputy Clerk (Minutes)

Mayor Steele called the meeting to Order at 7:06 pm.

**Adoption of Agenda**

Moved by Councillor Hoyle  
Seconded by Councillor Aquilina

That the Closed Session Agenda dated April 2, 2024 is confirmed.

CARRIED

**Disclosures of Interest:**  
None.

**Motion to Move Into Closed Session:**

Moved by Councillor Hoyle

Seconded by Councillor Aquilina

That Council does now proceed into closed session.

CARRIED

**Consideration of Closed Session Items:**

**5.1** Council Orientation, Education and Training Session – section 239(3.1) (1) of the *Municipal Act, 2001*, a meeting is held for the purpose of educating and training the members.

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**Motion to Rise from Closed Session**

Moved by Councillor Danch  
Seconded by Councillor Bruno

That Council does now rise and reconvene from closed session at 8:50 pm without report.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 8:52 pm.

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William C. Steele  
Mayor

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Carol Schofield  
Acting City Clerk

CS/



**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Tuesday, April 9, 2024  
**Time:** 5:00 pm  
**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** W. Steele, Mayor (Presiding Officer)  
E. Beauregard, Councillor (5:04 pm)  
G. Bruno, Councillor  
R. Bodner, Councillor  
F. Danch, Councillor  
T. Hoyle, Councillor  
M. Bagu, Councillor  
D. Elliott, Councillor (5:51 pm)  
M. Aquilina, Councillor

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
G. Long, Manager of Strategic Initiatives  
B. Boles, Director Corporate Services / Treasurer  
S. Shypowskyj, Director of Public Works  
B. Cotton, Economic Development Officer  
J. Peazel-Graham, Manager of Communications

Mayor Steele called the meeting to Order at 5:00 pm

#### **Adoption of Agenda**

Moved by: Councillor Bodner  
Seconded by: Councillor Aquilina

That the Closed Session Agenda dated April 9, 2024 is confirmed, as amended (per Addendum).

#### **CARRIED**

**Disclosures of Interest:** Councillor Beauregard declared a conflict of interest with respect to Item 5.3. He removed himself from the meeting for Item 5.3.

**Motion to Move into Closed Session:**

Moved by: Councillor Danch  
Seconded by: Councillor Elliott

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Items:**

- 5.1 Minutes of the closed session portions of the November 26, 2023, January 23, and January 27, 2024 Council Meetings

Moved by: Councillor Danch  
Seconded by: Councillor Elliott

That the Minutes of the November 26, 2023, January 23, and January 27, 2024 Council Meetings are approved.

**CARRIED**

- 5.2 **Confidential Chief Administrative Officer Report 2024-94, pursuant to the Municipal Act, 2001, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.**

Moved by: Councillor Hoyle  
Seconded by: Councillor Danch

That confidential Chief Administrative Officer Report 2024-94 be received.

**CARRIED**

- 5.3 **Confidential Chief Administrative Officer Department Report 2024-89, pursuant to the *Municipal Act, 2001,***

**Subsection 239(2)(c) a proposed or pending acquisition or disposition of land and advice that is subject to solicitor-client privilege**

- 5.4 **Confidential Chief Administrative Officer Department Memorandum, pursuant to the *Municipal Act, 2001*, Subsection 239(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.**

**Rise & Reconvene from Closed Session**

Moved by: Councillor Beauregard  
Seconded by: Councillor Bodner

That Council does now rise and reconvene from closed session at 5:34 pm with report that Council provided direction in accordance with the *Municipal Act, 2001*.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 5:34 pm.

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William C. Steele  
Mayor

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Carol Schofield  
Acting City Clerk

CS/



**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Tuesday, April 23, 2024  
**Time:** 6:00 pm  
**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** F. Danch, Councillor (Deputy Mayor – Presiding Officer)  
G. Bruno, Councillor  
R. Bodner, Councillor  
M. Bagu, Councillor  
D. Elliott, Councillor  
M. Aquilina, Councillor

**Members Absent:** W. Steele, Mayor  
E. Beauregard, Councillor  
T. Hoyle, Councillor

**Staff Present:** C. Schofield, Acting City Clerk

Acting Mayor Danch called the meeting to Order at 6:00 pm.

#### **Adoption of Agenda**

Moved by: Councillor Elliot  
Seconded by: Councillor Bagu

That the Closed Session Agenda dated April 23, 2024 is confirmed.

#### **CARRIED**

#### **Disclosures of Interest:**

Councillor Bodner disclosed a conflict of interest with respect to the matter and left the meeting.

#### **Motion to Move Into Closed Session:**

Moved by: Councillor Elliot

Seconded by: Councillor Bagu

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Items:**

**5.1 Confidential Verbal Report , pursuant to the Municipal Act, 2001, Subsection 239(2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.**

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**Motion to Rise from Closed Session**

Moved by: Councillor Bruno  
Seconded by: Councillor Aquilina

That Council does now rise and reconvene from closed session at 7:03 pm with report, in accordance with the *Municipal Act, 2001*.

**CARRIED**

**Adjournment**

Deputy Mayor Danch adjourned the meeting at 7:04 pm.

---

William C. Steele  
Mayor

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Carol Schofield  
Acting City Clerk

CS/





**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Tuesday, April 23, 2024  
**Time:** 6:00 pm  
**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** F. Danch, Councillor (Deputy Mayor – Presiding Officer)  
G. Bruno, Councillor  
R. Bodner, Councillor  
M. Bagu, Councillor  
D. Elliott, Councillor  
M. Aquilina, Councillor

**Members Absent:** W. Steele, Mayor  
E. Beauregard, Councillor  
T. Hoyle, Councillor

**Staff Present:** C. Schofield, Acting City Clerk

Acting Mayor Danch called the meeting to Order at 6:00 pm.

#### **Adoption of Agenda**

Moved by: Councillor Elliot  
Seconded by: Councillor Bagu

That the Closed Session Agenda dated April 23, 2024 is confirmed.

#### **CARRIED**

#### **Disclosures of Interest:**

Councillor Bodner disclosed a conflict of interest with respect to the matter and left the meeting.

#### **Motion to Move Into Closed Session:**

Moved by: Councillor Elliot

Seconded by: Councillor Bagu

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Items:**

**5.1 Confidential Verbal Report , pursuant to the Municipal Act, 2001, Subsection 239(2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.**

---

**Motion to Rise from Closed Session**

Moved by: Councillor Bruno

Seconded by: Councillor Aquilina

That Council does now rise and reconvene from closed session at 7:03 pm with report, in accordance with the *Municipal Act, 2001*.

**CARRIED**

**Adjournment**

Deputy Mayor Danch adjourned the meeting at 7:04 pm.

---

William C. Steele  
Mayor

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Carol Schofield  
Acting City Clerk

CS/



**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Monday, May 13, 2024

**Time:** 5:30 pm

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

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

**Absent:** M. Aquilina, Councillor

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
G. Long, Manager Strategic Initiatives  
D. Vasu, Interim Deputy Clerk

Mayor Steele called the meeting to Order at 5:30 pm.

#### **Adoption of Agenda**

Moved by: Councillor Bagu  
Seconded by: Councillor Danch

That the Closed Session Agenda dated May 13, 2024 is confirmed.

**CARRIED**

#### **Disclosures of Interest**

None.

### **Motion to Move Into Closed Session**

Moved by: Councillor Beauregard  
Seconded by: Councillor Bodner

That Council does now proceed into closed session.

### **CARRIED**

### **Consideration of Closed Session Item:**

#### **5.1 Confidential Chief Administrative Officer Department Memo**

Confidential Chief Administrative Officer Department Memo, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

Moved by: Councillor Bruno  
Seconded by: Councillor Hoyle

That Council receives Confidential Chief Administrative Officer Department Memo.

### **CARRIED**

#### **5.2 Confidential Chief Administrative Officer Department Memo**

Confidential Chief Administrative Officer Department Memo pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

---

### **Motion to Rise from Closed Session**

Moved by: Councillor Danch  
Seconded by: Councillor Bearegard

That Council does now rise and reconvene from closed session at 6:25 pm without report.

**CARRIED**

**By-law**

Moved by: Councillor Bagu  
Seconded by: Councillor Bruno

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of the City of Port Colborne at its meeting held on May 13, 2024 at 5:30 pm, is enacted and passed, as presented.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 6:27 pm.

---

William C. Steele  
Mayor

---

Carol Schofield  
Acting City Clerk

/cs



**PORT COLBORNE**

**City of Port Colborne**

**Closed Session Minutes**

**Special Joint Meeting of**

**The Corporation of the City of Port Colborne**

**And**

**The Corporation of the Township of Wainfleet**

**Date:** Monday, May 13, 2024

**Time:** 6:30 pm

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** W. Steele, Mayor (Presiding Officer)  
E. Beauregard, Councillor (left 7:50 pm)  
G. Bruno, Councillor  
R. Bodner, Councillor  
F. Danch, Councillor  
T. Hoyle, Councillor  
M. Bagu, Councillor  
D. Elliott, Councillor

**Absent:** M. Aquilina, Councillor

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
G. Long, Manager Strategic Initiatives  
D. Vasu, Interim Deputy Clerk

**Others Present:** Township of Wainfleet Council  
Township of Wainfleet Staff  
S. Vander Veen, P. Eng.  
A. Vander Veen, Drainage Superintendent

Mayor Steele called the meeting to Order at 6:46 pm.

**Disclosures of Interest**

None.

**Motion to Move Into Closed Session**

Moved by: Councillor Beauregard  
Seconded by: Councillor Bagu

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Item:**

- 5.1 Presentation by Sid Vander Veen, P. Eng., pursuant to the *Municipal Act, 2001*, Section 239.(3.1) for the purpose of education or training – 1 item (Municipal Drains)
- 

**Motion to Rise from Closed Session**

Moved by: Councillor Elliott  
Seconded by: Councillor Hoyle

That Council does now rise and reconvene from closed session at 8:45 pm without report.

**CARRIED**

**By-law**

Moved by: Councillor Bodner  
Seconded by: Councillor Bruno

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of the City of Port Colborne at its meeting held on May 13, 2024 at 6:30 pm, is enacted and passed, as presented.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 8:47 pm.

---

William C. Steele  
Mayor

---

Carol Schofield  
Acting City Clerk

/cs



**PORT COLBORNE**

## City of Port Colborne

### Closed Session Minutes

**Date:** Tuesday, May 14, 2024

**Time:** 5:30 pm

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** E. Beauregard, Councillor  
G. Bruno, Councillor (5:44 pm)  
R. Bodner, Councillor  
F. Danch, Acting Mayor (Presiding Officer)  
T. Hoyle, Councillor  
M. Bagu, Councillor

**Members Absent:** W. Steele, Mayor  
D. Elliott, Councillor  
M. Aquilina, Councillor

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
A. VanderVeen, Drainage Superintendent  
G. Long, Manager of Strategic Initiatives

Acting Mayor Danch called the meeting to Order at 5:30 pm.

**Disclosures of Interest:**

None.

**Motion to Move Into Closed Session:**

Moved by Councillor M. Bagu  
Seconded by Councillor E. Beauregard

That Council does now proceed into closed session.

CARRIED

**Consideration of Closed Session Items:**

**5.1 Confidential Verbal Report pursuant to the *Municipal Act, 2001, Subsection 239(2)(e)* litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board, and**



**Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.**

**5.2 Confidential Chief Administrative Officer Department Report 2024-113, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board**

**Motion to Rise from Closed Session**

Moved by Councillor Bodner  
Seconded by Councillor Beauregard

That Council does now rise and reconvene from closed session at 6:39 pm with report that staff proceed as directed.

**CARRIED**

**Adjournment**

Acting Mayor Danch adjourned the meeting at approximately 6:46 pm.

---

Frank Danch  
Acting Mayor

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Carol Schofield  
Acting City Clerk

CS/



**PORT COLBORNE**

## City of Port Colborne

### Closed Session Minutes

**Date:** Monday, May 27, 2024

**Time:** 6:30 pm

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** W. Steele, Mayor (Presiding Officer)  
E. Beauregard, Councillor (virtual, departed 7:54 pm)  
G. Bruno, Councillor  
R. Bodner, Councillor  
F. Danch, Councillor  
T. Hoyle, Councillor  
M. Bagu, Councillor  
D. Elliott, Councillor  
M. Aquilina, Councillor

**Staff Present:** C. Schofield, Acting City Clerk

Mayor Steele called the meeting to Order at 6:32 pm.

#### **Adoption of Agenda**

Moved by Councillor Hoyle  
Seconded by Councillor Bagu

That the Closed Session Agenda dated May 14, 2024 is confirmed.

CARRIED

#### **Disclosures of Interest:**

None.

#### **Motion to Move Into Closed Session:**

Moved by Councillor Bruno  
Seconded by Councillor Bodner

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Items:**

**4.1 Confidential Verbal Report pursuant to the *Municipal Act, 2001*:**

**Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees;  
Subsection 239(2)(d) labour relations or employee negotiations; and  
Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.**

---

**Motion to Rise from Closed Session**

Moved by Councillor Aquilina  
Seconded by Councillor Danch

That Council does now rise and reconvene from closed session at 7:55 pm with report.

**CARRIED**

**By-law**

Moved by Councillor Hoyle  
Seconded by Councillor Bruno

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of the City of Port Colborne at its meeting held on May 27, 2024, is enacted and passed, as presented.

**Adjournment**

Mayor Steele adjourned the meeting at 7:58 pm.

---

William C. Steele  
Mayor

---

Carol Schofield  
Acting City Clerk

CS/



**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Tuesday, May 28, 2024

**Time:** 5:30pm

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

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

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
G. Long, Manager of Strategic Initiatives  
B. Cotton, Economic Development Officer  
B. Boles, Director Corporate Services / Treasurer

Mayor Steele called the meeting to order at 5:31 pm.

#### **Adoption of Agenda**

Moved by Councillor Bruno  
Seconded by Councillor Hoyle

That the Closed Session Agenda dated May 28, 2024 is confirmed.

**CARRIED**

#### **Disclosures of Interest:**

Councillor Bodner disclosed a pecuniary interest with respect to Item 4.1.

**Motion to Move into Closed Session:**

Moved by: Councillor Aquilina  
Seconded by: Councillor Danch

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Items:**

- 4.1 Confidential Verbal Report pursuant to the *Municipal Act, 2001*, Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board, and Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.**

---

*The next Item was deferred to follow after the Regular Council Meeting of May 28, 2024, and is recorded in these Minutes in accordance with the order of the Agenda.*

- 5.2 Confidential Office of the Chief Administrative Officer Report 2024-120, pursuant to the Municipal Act, 2001, Subsection 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.**

---

*Item No. 21.1 of the 6:30 Regular Council Agenda was moved forward to be dealt with during this Closed Session meeting of Council at 5:58 p.m.*

- 21.1 Confidential Office of the Chief Administrative Officer Memo, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.**

**RECESS**

Mayor Steele recessed the meeting at 6:28 pm to return as scheduled during the Regular Council Meeting.

---

William C. Steele  
Mayor

---

Carol Schofield  
Acting City Clerk

CS/



**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Tuesday, June 18, 2024  
**Time:** 6:30 pm  
**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

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

**Member(s) Absent:** M. Aquilina, Councillor

**Staff Present:** S. Luey, Chief Administrative Officer/Acting City Clerk  
D. Vasu, Acting Deputy Clerk  
M. Alcock, Acting Fire Chief  
M. Murray, Chief Human Resources Officer  
G. Long, Manager of Strategic Initiatives  
B. Cotton, Economic Development Officer  
A. VanderVeen, Drainage Superintendent

#### **Call to Order**

Mayor Steele called the meeting to Order at 5:04 p.m.

#### **Adoption of Agenda**

Moved by Councillor Elliott  
Seconded by Councillor Hoyle

That the agenda dated June 18, 2024, be confirmed, as amended.

**CARRIED**

#### **Disclosures of Interest**

None.

#### **Motion to Move into Closed Session**

Moved by Councillor Bodner  
Seconded by Councillor Bagu

That Council does now proceed into closed session.

**CARRIED**

## **Consideration of Closed Session Items**

### **4.1 Minutes of the closed session portion of the May 14, 2024**

Moved by Councillor Danch  
Seconded by Councillor Beauregard

That the minutes of the closed session portion of the May 14, 2024, Council Meeting be approved.

**CARRIED**

### **4.2 Confidential Correspondence Item:**

**Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employee; 239(2)(d) labour relations or employee negotiations; Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and Subsection 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.**

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### **4.3 Confidential Office of the Chief Administrative Officer Memo**

**Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.**

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### **4.4 Confidential Public Works Department Memo**

**Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.**

---

## **Motion to Rise from Closed Session**

Moved by Councillor Elliott  
Seconded by Councillor Bruno

That Council does now rise and reconvene from closed session at 5:53 p.m. with report.

**CARRIED**

**By-law**

Moved by Councillor Bagu  
Seconded by Councillor Beauregard

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Special Closed Meeting of June 18, 2024, be enacted and passed.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 5:54 p.m.

---

William C. Steele  
Mayor

---

Diana Vasu  
Interim Deputy Clerk





**City of Port Colborne**

**Closed Session Minutes**

**Date:** Tuesday, July 23, 2024  
**Time:** 5:00 pm  
**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** W. Steele, Mayor (Presiding Officer)  
E. Beauregard, Councillor  
G. Bruno, Councillor  
R. Bodner, Councillor  
F. Danch, Councillor  
M. Bagu, Councillor  
M. Aquilina, Councillor  
D. Elliott, Councillor (6:19 pm)

**Absent:** T. Hoyle, Councillor

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
M. Murray, Chief Human Resources Officer  
G. Long, Manager Strategic Initiatives  
B. Boles, Director of Corporate Services

**Others Present:** M. Mason, Hicks Morley, City Solicitor  
W. McKaig, Sullivan Mahoney, City Solicitor  
M. Alcott, Fire Chief

Mayor Steele called the meeting to Order at 5:00 pm.

**Adoption of Agenda**

Moved by: Councillor Danch  
Seconded by: Councillor Bodner

That the Closed Session Agenda dated July 23, 2024 is confirmed.

**CARRIED**

**Disclosures of Interest**

None.

**Motion to Move Into Closed Session**

Moved by: Councillor Beauregard

Seconded by: Councillor Bagu

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Items:**

**4.1 Minutes of the Closed Session Meeting of June 18, 2024**

Moved by: Councillor Aquilina

Seconded by: Councillor Danch

That the Minutes of the Closed Session Meeting of June 18, 2024, are approved.

**CARRIED**

**4.2 Confidential Verbal Report, pursuant to the *Municipal Act, 2001*, Subsections 239(2)(d) labour relations or employee negotiations; 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose**

**4.3 Confidential Verbal Report pursuant to the *Municipal Act, 2001*, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose**

**4.4 Confidential Development & Government Relations Memorandum, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality.**

---

**Motion to Rise from Closed Session**

Moved by: Councillor Hoyle

Seconded by: Councillor Bodner

That Council does now rise and reconvene from closed session at 7:44 pm with report that staff proceed as directed.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 7:44 pm.

---

William C. Steele  
Mayor

---

Carol Schofield  
Acting City Clerk

/cs



**PORT COLBORNE**

## **City of Port Colborne**

### **Closed Session Minutes**

**Date:** Saturday, September 7, 2024

**Time:** 10:00 am

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

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

**Staff Present:** C. Schofield, Acting City Clerk

Mayor Steele called the meeting to Order at 10:10 am.

#### **Adoption of Agenda**

Moved by: Councillor Aquilina  
Seconded by: Councillor Hoyle

That the Closed Session Agenda dated September 7, 2024 is confirmed.

**CARRIED**

#### **Disclosures of Interest**

None.

#### **Motion to Move Into Closed Session**

Moved by: Councillor Bodner  
Seconded by: Councillor Beauregard

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Item:**

**4.1 Performance Review and Goals of the Chief Administrative Officer pursuant to the *Municipal Act, 2001*, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees**

---

**Motion to Rise from Closed Session**

Moved by: Councillor Elliott  
Seconded by: Councillor Danch

That Council does now rise and reconvene from closed session at 11:24 am with report that staff proceed as directed.

**CARRIED**

**By-law**

Moved by: Councillor Bruno  
Seconded by: Councillor Hoyle

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of the City of Port Colborne at its meeting held on September 7, 2024, is enacted and passed, as presented.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 11:30 am.

---

William C. Steele  
Mayor

---

Carol Schofield  
Acting City Clerk

/cs



**City of Port Colborne**

**Closed Session Minutes**

**Date:** Tuesday, September 10, 2024

**Time:** 5:30 pm

**Place:** Municipal Offices, Committee Room 3  
66 Charlotte Street, Port Colborne

**Members Present:** W. Steele, Mayor (Presiding Officer)  
E. Beauregard, Councillor  
G. Bruno, Councillor (Arrived 5:35 pm)  
R. Bodner, Councillor  
F. Danch, Councillor  
T. Hoyle, Councillor  
M. Bagu, Councillor  
D. Elliott, Councillor  
M. Aquilina, Councillor

**Staff Present:** C. Schofield, Acting City Clerk  
S. Luey, Chief Administrative Officer  
G. Long, Manager Strategic Initiatives  
B. Boles, Director of Corporate Services  
B. Cotton, Economic Development Officer

Mayor Steele called the meeting to Order at 5:31 pm.

**Adoption of Agenda**

Moved by: Councillor Hoyle  
Seconded by: Councillor Elliott

That the Closed Session Agenda dated September 10, 2024 is confirmed.

**CARRIED**

**Disclosures of Interest**

None.

**Motion to Move Into Closed Session**

Moved by: Councillor Bagu  
Seconded by: Councillor Bodner

That Council does now proceed into closed session.

**CARRIED**

**Consideration of Closed Session Item:**

**4.1 Confidential Report from the Office of the CAO, pursuant to the *Municipal Act, 2001*, Subsection 239 (2)(c) - 2024-160**

**4.2 Confidential Report from the Office of the CAO, pursuant to *Municipal Act, 2001*, Subsection 239 (2)(f) - 2024-168**

**4.3 Confidential Report from the Office of the CAO pursuant to the *Municipal Act, 2001*, Subsection 239 (2)(c) - 2024-159**

**4.4 Approval of Minutes**

**a. Council in Closed Session - August 28, 2024**

Moved by: Councillor Aquilina

Seconded by: Councillor Elliott

Resolved that the Council in Closed Session - August 28, 2024, minutes be approved.

**CARRIED**

**Motion to Rise from Closed Session**

Moved by: Councillor Bodner

Seconded by: Councillor Beauregard

That Council does now rise and reconvene from closed session at 7:45 pm with report that staff proceed as directed.

**CARRIED**

**Adjournment**

Mayor Steele adjourned the meeting at 7:46 pm.



**City of Port Colborne**  
**Council Meeting Minutes**

**Date:** Tuesday, November 26, 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  
W. Steele, Mayor (presiding officer)

**Member(s) Absent:** T. Hoyle, Councillor

**Staff Present:** C. Madden, City Clerk  
B. Boles, Director of Corporate Services/Treasurer  
J. Beaupre, Deputy Clerk  
G. Long, Director of Development and Government Relations  
M. Pilon, Senior Project Manager Strategic Projects  
D. Schulz, Manager of Planning

**Others Present:** P. Bowen, Chief Operating Officer, Becky Marks, Regulatory and Permitting Lead, Azure Sustainable Fuels  
V. Vredenburg, Director of Indigenous and Stakeholder Relations, Azure Sustainable Fuels

**1. Call to Order**

Mayor Steele called the meeting to order at 6:34 PM

**2. National Anthem**

Everyone stood for the National Anthem.



### **3. Land Acknowledgement**

The Land Acknowledgement was read:

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**

Item 21.1 was removed from the agenda at the request of staff.

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beauregard

That the Council agenda dated November 26, 2024, be confirmed, as amended.

### **5. Disclosures of Interest**

There were no disclosures of interest.

### **6. Presentations**

#### **6.1 Azure Sustainable Fuels Presentation**

Paul Bowen, Chief Operating Officer, Becky Marks, Regulatory and Permitting Lead, Vanessa Vredenburg, Director of Indigenous and Stakeholder Relations from Azure presented to Council on their forthcoming operations in Port Colborne.

### **7. Public Meeting**

#### **7.1 Proposed Stop Up and Close - Portion of Road Network off of Page Street, 2024-189**

Moved by Councillor F. Danch

Seconded by Councillor R. Bodner

That Chief Administrative Office Report 2024-189 be received; and

That the Economic Development Officer be directed to bring forward a Stop Up and Close By-law for a portion of Page Street registered as a public highway and described as Part of PIN 64150-0070 the public highway Part of Bell St PI 785 Humberstone (AKA Page St) Lying Between

Main St E & Dolphin St; Port Colborne, shown in Appendix A, to a future meeting of Council for consideration.

Carried

**8. Proclamations**

**8.1 December 3rd, 2024 - Giving Tuesday**

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

WHEREAS GivingTuesday is an annual celebration of generosity and volunteerism which is celebrated and recognized in over 180+ countries across the globe, and;  
WHEREAS GivingTuesday falls immediately after Black Friday/Cyber Monday weekend, and asks people to give to the less fortunate after having spent on luxuries during the years' hottest sales, and;  
WHEREAS Since 2012, GivingTuesday has raised billions of dollars for charities and nonprofits across Canada, the US, and the World, and;  
WHEREAS Since forming in 2021, NiagaraGives and GivingTuesday has inspired more than \$300,000 in charitable donations to local Niagara organizations, and;  
WHEREAS GivingTuesday brings together businesses, charities, families, and entire communities to tackle real issues and create a better world for all, and;  
WHEREAS The City of Port Colborne recognizes and celebrates the incredible contributions of individuals and organizations and recognizes the increasing need for their services.  
NOW, BE IT RESOLVED THAT I, Mayor William C. Steele, do hereby declare December 3rd, 2024, as GivingTuesday in the City of Port Colborne.

Carried

**9. Delegations**

There were no delegations.

**10. Mayor's Report**

A copy of the Mayor's report is attached.

**11. Regional Councillor's Report**

Regional Councillor Davies was absent.

**12. Motions Arising from Committees and Boards**

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

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

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 Corporate Services Department Report 2024-183 BE RECEIVED;

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

**That the amended version of Appendix N – Planning and Development Fees BE APPROVED;**

**That section 5 of the draft by-law, attached as Appendix Q of Corporate Services Report 2024-183 be amended to increase the sponsorship amount that staff are delegated to authorize from \$50,000 to \$100,000; and**

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

Carried

**a. Memorandum to Council - Planning Fees Update to Report 2024-183**

**12.2 Committee of the Whole-Budget - 2025 Rates Budget, 2024-215**

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

That Corporate Services Department Report 2024-215 BE RECEIVED;  
and

That the 2025 Rates Budget and debt substitution as outlined in Report 2024-215 BE APPROVED.

Carried

**12.3 Committee of the Whole-Budget - 2025 Rates Setting, 2024-216**

Moved by Councillor E. Beauregard  
Seconded by Councillor M. Aquilina

That Corporate Services Department Report 2024-216 BE RECEIVED;  
and

That the 2025 Water and Wastewater rates as outlined in Corporate Services Report 2024-216 BE APPROVED; and

That the 2025 Storm Sewer Rates as outlined in Corporate Services Report 2024-216 BE APPROVED; and

That the draft by-law attached as Appendix A of Corporate Services Report 2024-216 be brought forward to Council for consideration.

Carried

**13. Consent Agenda**

Items 13.3a, 13.3b, 13.3e, 13.4a and 13.4b were lifted from the consent agenda and considered under Item 14, Items Requiring Separate Discussion.

Moved by Councillor R. Bodner  
Seconded by Councillor F. Danch

That Council hereby approves the listed consent items on the November 26, 2024 agenda; and

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

Carried

### **13.1 Approval of Minutes**

- a. Public Meeting - November 5, 2024**
- b. Special Council Meeting - November 8, 2024**
- c. Regular Council Meeting - November 12, 2024**
- d. Special Council Meeting - November 19, 2024**
- e. Committee of the Whole-Budget - November 20, 2024**

### **13.2 Receipt of Minutes of Boards & Committees**

### **13.3 Staff Reports**

- c. Mayor's Youth Advisory Committee Appointments and Terms of Reference Amendment, 2024-217**

That the Office of the Chief Administrative Officer Report 2024-217 be received;

That Council appoint Grace Tonnies, Peyton Fletcher, Quynn Fraipont, Rose Tonnies, Dylan Graham, and Skylar Lilley to the Mayor's Youth Advisory Committee for the term ending November 14, 2026;

That By-law No. 7098/40/23 be repealed; and

That the draft By-law to Establish a Committee known as the Mayor's Youth Advisory Committee and Terms of Reference and to Repeal By-law No. 7098/40/23 and all Amendments Thereto be brought forward to Council for approval.

- d. 2025 Meeting Dates – Council, 2024-218**

### **13.4 Receipt of Correspondence Items**

- c. Township of Terrace Bay - Ambulance Shortages and Healthcare System Issues**

- d. **Township of Puslinch - Motion for the Protection of Agricultural Lands and Sustainable Development in Relation to Provincial Projects and Excess Soil Management Practices**
- e. **Niagara Peninsula Conservation - Board of Director's 2025 Meeting Schedule**

**14. Items Requiring Separate Discussion**

**14.1 East Side Employment Lands Update – Engineering and Subject Matter Expert services, 2024-221**

Mathew Pilon, Senior Project Manager Strategic Projects, presented to Council on report 2024-221.

Moved by Councillor R. Bodner

Seconded by Councillor D. Elliott

That Public Works Department Report 2024-221 be received;

That Council support staff to make an application to the Ministry of the Environment, Conservation and Parks to amend the City's Water and Wastewater licensing to accommodate the proposed alterations and additions to the City's Water and Wastewater systems for the development of the East Side Employment Lands;

That funding for engineering and subject matter expert services to complete the full build-out of the East Side Employment Lands for the estimated amount of \$3,100,000 be approved; and

That the Director of Public Works and Director of Corporate Services/Treasurer be authorized to execute contracts and related documents as required to directly appoint Associated Engineering to carry out the remaining detail design and engineering services to complete the full build out of the East Side Employment Lands and connect to the Asahi Kasei Development.

Carried

**14.2 Billing of the Zavitz Municipal Drain, 2024-194**

Moved by Councillor R. Bodner

Seconded by Councillor M. Aquilina

That Public Works Department Report 2024-194 be received; and

That the Zavitz Drain Levy By-law be approved to allow for the billing of the Zavitz Municipal Drain and associated Branch Drains, as outlined in Appendix B of Public Works Department Report 2024-194.

**Amendment:**

Moved by Councillor R. Bodner

Seconded by Councillor M. Aquilina

That Public Works Department Report 2024-194 be received;

**That the payment due date be extended to April 30, 2025.**

That the Zavitz Drain Levy By-law be approved, **as amended**, to allow for the billing of the Zavitz Municipal Drain and associated Branch Drains, as outlined in Appendix B of Public Works Department Report 2024-194.

Carried

**14.3 Recommendation Report to Remove the property 202 Main Street West from the Heritage Register, 2024-193**

Moved by Councillor F. Danch

Seconded by Councillor G. Bruno

That Development and Government Relations Department Report 2024-193 be received; and

That Council approve the recommendation of the Heritage Subcommittee to remove 202 Main Street West from the Heritage Register.

Carried

**14.4 2023 Consolidated Financial Statements, 2024-223**

Moved by Councillor R. Bodner

Seconded by Councillor D. Elliott

That Corporate Services Department Report 2024-223 be received; and

That the reserve transfers proposed in this report and included in the consolidated financial statements, be approved; and

That the consolidated financial statements in Appendix A of Corporate Services Report 2024-223 be approved; and

That the auditors of Done Grant Thornton LLP be appointed the auditors for the City and related boards and agencies for the 2024 and 2025 year ends.

Carried

**14.5 City of Thorold - City Council Statement respecting Flag Desecration**

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

That Council endorse the City of Thorold's resolution regarding the City Council Statement respecting Flag Desecration.

Carried

**14.6 Township of McGarry - Redistribution of the Provincial Land Transfer Tax**

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

That Council endorse the Township of McGarry's resolution regarding the redistribution of the provincial land transfer tax.

Carried

**15. Motions**

There were no motions.

**16. Notice of Motions**

There were no notices of motions.

**17. Staff Remarks**

**Gary Long, Acting CAO**, noted the Chestnut Park affordable housing project is on track for completion for late January and occupancy is expected for early March. City Staff and Niagara Region Staff have been discussing several issues regarding the King Street Haney Street affordable housing project, but the project is currently stalled due to lack of funding. However, the City is expecting some positive news on the project. Lastly, he mentioned the ROMA Conference is taking place in Toronto in mid January 2025, and they are looking for Councillors to represent the City at the Conference. The City has also submitted several meeting requests with Ministers, and will be sending a delegation.



## 18. Councillors' Remarks

**Councillor Aquilina** congratulated Grace Church on their groundbreaking ceremony. She also extended thanks to Museum staff, board members and volunteers for their efforts with the Friends of Roselawn Christmas Market.

**Councillor Bagu** thanked Public Works staff for putting up flashing lights on new 3-way stop sign near West Street and Victoria Street. He also thanked workers for their work on the Tennessee Avenue Gates. He updated Council on several Library related items; he explained that the roof repairs are almost complete, and that all 6 capital projects will be completed for this year. Lastly, he explained there is a big announcement coming for the Library.

**Councillor Bruno** raised a concern from a resident about trees that were planted in Rose Shymansky Park. These trees were planted in the flight path of potential toboggans. He inquired to Joel Colasurdo, Manager of Strategic Projects from Public Works, to see if they could visit the Park and determine if trees need to be replanted elsewhere.

**Councillor Danch** explained the lights were put up on Main Street by the Main Street BIA, which will be up through the holiday season. He also wished everyone a Merry Christmas, as he will be absent from the December Council meeting.

## 19. Procedural Motions

## 20. By-laws

Moved by Councillor G. Bruno

Seconded by Councillor F. Danch

That the following by-laws be enacted and passed:

- Item 20.1, Being a By-law to Amend the Assessment Schedule to Levy the Actual Costs Incurred in Constructing a Drainage Works Known as the Zavitz Municipal Drain, as amended.
- Item 20.2, Being a By-law to Establish Fees and Charges for Various Services and to Repeal By-law 7155/97/23 and any amendments thereto, as amended.
- Item 20.3, Being a By-law to Amend By-law No. 3151/22/95, as amended, Being a By-law to Regulate the Supply of Water, and to Provide for the

Maintenance and Management of Water Works and for the Imposition and Collection of Water Rates and to Amend By-law No. 3424/6/97, as amended, for the Imposition and Collection of Sewage Service Rates and Sewer Rates

- Item 20.4, Being a By-law to Establish a Committee known as the Mayor's Youth Advisory Committee and Terms of Reference and to Repeal By-law No. 7098/40/23 and all Amendments Thereto

Carried

**20.1 By-law to Amend the Assessment Schedule to Levy the Actual Costs Incurred in Constructing a Drainage Works Known as the Zavitz Municipal Drain**

**20.2 By-law to Establish Fees and Charges for Various Services and to Repeal By-law 7155/97/23 and any amendments thereto**

a. **Amended Schedule N - Planning and Development Fees**

**20.3 By-law to Amend By-law No. 3151/22/95 (Water), as amended, and to Amend By-law No. 3424/6/97 (Wastewater), as amended**

**20.4 By-law to Establish a Committee known as the Mayor's Youth Advisory Committee and Terms of Reference and to Repeal By-law No. 7098/40/23 and all Amendments Thereto**

## **21. Closed Session**

Moved by Councillor R. Bodner

Seconded by Councillor D. Elliott

That Council do now proceed at 8:41 p.m. to meet in Closed Session under:

- 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.
- Section 239(2)(c) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is a proposed or pending acquisition or disposition of land by the municipality or local board.
- 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(2)(k) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Carried

**21.1 Confidential Planning and Development Verbal Report**

**21.2 Potential Disposition of City Property, Report 2024-209**

**21.3 Confidential Memorandum to Council**

**21.4 Confidential Memorandum to Council**

**21.5 Confidential Human Resources (HR) Matter - Verbal Report**

**21.6 Confidential Human Resources (HR) Matter - Verbal Report**

**21.7 Confidential Appendix A to Report 2024-217**

**22. Back to Open Session**

Moved by Councillor G. Bruno

Seconded by Councillor E. Beaugard

That Council does now rise and reconvene from closed session at 10:22 p.m. with report.

21.2 That Council authorizes staff to proceed as directed in Closed Session.

21.3 That Council authorizes staff to proceed as directed in Closed Session.

21.4 That Council authorizes staff to proceed as directed in Closed Session.

21.5 That Confidential Human Resources (HR) Matter - Verbal Report be received for information.

21.6 That Council authorizes staff to proceed as directed in Closed Session.

Carried

**23. Disclosures of Interest Arising from Closed Session**

Mayor Steele disclosed a conflict of interest on item 21.6 - Confidential Human Resources (HR) Matter - Verbal Report.

**24. Confirmatory By-law**

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

Moved by Councillor F. Danch  
Seconded by Councillor R. Bodner

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of the Corporation of the City of Port Colborne, Dated November 26, 2024, be enacted and passed, as presented.

Carried

**25. Adjournment**

Mayor Steele adjourned the meeting at 10:24 PM.

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William C. Steele, Mayor

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Charlotte Madden, City Clerk



**City of Port Colborne**  
**Special Meeting of Council Minutes**

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

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

**Member(s) Absent:** E. Beauregard, Councillor

**Staff Present:** J. Beaupre, Deputy Clerk  
B. Boles, Director of Corporate Services/Treasurer  
G. Long, Director of Development and Government Relations  
C. Madden, City Clerk  
S. Shypowskyj, Director of Public Works

**Others Present:** L. Guerriero, President and CEO Niagara Health  
H. Bassi, Executive Vice-President, Strategy and Communications; Executive Lead, Research and Niagara Health Knowledge Institute; Interim Executive Vice-President, Capital Planning and Redevelopment Niagara Health  
Dr. M. Vandenberg, Family Physician

**1. Call to Order**

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

## **2. Adoption of Agenda**

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

That the Special Council agenda, dated December 3, 2024, be confirmed, as amended with the addition of the delegations.

Carried

## **3. Disclosures of Interest**

There were no disclosures of pecuniary or non-pecuniary interest.

## **4. Presentations**

### **4.1 Partnering for the Future of Healthcare in South Niagara**

Lynn Guerriero, President and CEO from Niagara Health, Harpreet Bassi, Executive Vice-President, Strategy and Communications; Executive Lead, Research and Niagara Health Knowledge Institute; Interim Executive Vice-President, Capital Planning and Redevelopment from Niagara Health and Dr. Matthew Vandenberg, a family physician in Port Colborne, presented to Council on partnering for the future of healthcare in South Niagara.

## **5. Staff Reports**

### **5.1 Port Colborne Hospital Update, 2024-225**

Moved by Councillor G. Bruno  
Seconded by Councillor R. Bodner

That Chief Administrative Officer Report 2024-225 be received; and

That Council approve option three, which entails the development of the Port Colborne hospital site to facilitate expanded primary care services, and the \$6.2 million local share contribution to the South Niagara Hospital.

That the Chief Administrative Officer and Director of Corporate Services be directed to negotiate and execute:

- An agreement with Niagara Health to transfer the ownership of the Port Colborne Hospital site to the City for \$2.
- An agreement with Niagara Health to temporarily lease space within the current Port Colborne Hospital site, beginning as soon as possible, until Niagara Health vacates the site.

- An agreement with a primary care team to sublease the space within the current Port Colborne Hospital site to facilitate an expansion of primary care within the community.

Moved by Councillor G. Bruno

Seconded by Councillor T. Hoyle

That the following lease agreements be referred back to staff for further negotiation:

- An agreement with Niagara Health to temporarily lease space within the current Port Colborne Hospital site, beginning as soon as possible, until Niagara Health vacates the site; and
- An agreement with a primary care team to sublease the space within the current Port Colborne Hospital site to facilitate an expansion of primary care within the community; and

That the lease agreements be brought before Council for consideration at a special meeting on December 17, 2024.

Carried

Moved by Councillor G. Bruno

Seconded by Councillor T. Hoyle

That the following motions be deferred until the next regularly scheduled Council meeting on January 28, 2025:

- That Council approve option three, which entails the development of the Port Colborne hospital site to facilitate expanded primary care services, and the \$6.2 million local share contribution to the South Niagara Hospital
- That staff be directed to negotiate an agreement with Niagara Health to transfer the ownership of the Port Colborne Hospital site to the City for \$2.

Carried

**a. Delegations**

- a. Alexander Fazzari - 626 Stanley Street**
- b. Angie Desmarais - 270 Davis Street**

- c. **Barbara Butters - 1152 Weaver Road**
- d. **Melissa Bigford - 173 Chippawa Road**
- e. **Brian Lofthouse - 450 Northland Avenue**
- f. **Anna Maria Crognale - 630 Stanley Street**
- g. **Larry Rosnuk - 62 Fraser Street**

**6. Procedural Motions**

There were no procedural motions.

**7. Closed Session**

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

That Council do now proceed to meet in Closed Session at 9:13 p.m. under:

- 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.
- 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.

Carried

**7.1 Confidential Human Resources (HR) Matter - Verbal Report**

**7.2 Confidential Human Resources (HR) Matter - Verbal Report**

**8. Back to Open Session**

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

That Council does now rise and reconvene from closed session at 9:55 p.m. without report.



Carried

**9. Disclosures of Interest Arising from Closed Session**

Mayor Steele disclosed a conflict of interest on item 7.1 - Confidential Human Resources (HR) Matter - Verbal Report.

**10. By-laws**

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

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

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Special Council of the Corporation of the City of Port Colborne, Dated December 3, 2024, be enacted and passed, as presented.

Carried

**11. Adjournment**

Mayor Steele adjourned the meeting at 9:56 p.m.

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William C. Steele, Mayor

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Charlotte Madden, City Clerk



**City of Port Colborne**  
**Council Meeting Minutes**

**Date:** Tuesday, December 10, 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  
D. Elliott, Councillor  
T. Hoyle, Councillor  
W. Steele, Mayor (presiding officer)

**Member(s) Absent:** F. Danch, Councillor

**Staff Present:** J. Beaupre, Deputy Clerk  
B. Boles, Acting CAO, Director of Corporate Services/Treasurer  
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 6:32 PM.

**2. National Anthem**

The Lakeshore Catholic Highschool choir sang the national anthem.

**3. Land Acknowledgement**

The Land Acknowledgement was read:

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

#### **4. Adoption of Agenda**

The following amendments were made to the agenda:

- Item 17.2 was corrected to include the name of the new Acting Fire Chief.
- Items 17.6 and 17.7 were added to the agenda.

Moved by Councillor R. Bodner

Seconded by Councillor T. Hoyle

That the agenda dated December 10, 2024, be confirmed, as amended.

Carried

#### **5. Disclosures of Interest**

##### **5.1 Councillor E. Beauregard - Recommendation for Zoning By-law Amendment and Redline Revision for Northland Estates, 2024-227**

Employed by Upper Canada Consultants, an agent for the Owner.

##### **5.2 Councillor E. Beauregard - Rosedale Estates Draft Plan of Subdivision Extension Request, 2024-226**

Employed by Upper Canada Consultants, an agent for the Owner.

##### **5.3 Councillor E. Beauregard - 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.**

Employed by Upper Canada Consultants, an agent for the Owner.

##### **5.4 Councillor E. Beauregard - Being a by-law to amend by-law 7050/87/22 being a by-law to set a lapsing date of draft plan approval for Rosedale Subdivision**

Employed by Upper Canada Consultants, an agent for the Owner.

**6. Proclamations**

There were no proclamations.

**7. Presentations**

**7.1 Holiday Choir Performance - Lakeshore Catholic Highschool**

The Lakeshore Catholic Highschool Choir performed Christmas carols.

**7.2 Framed Christmas Cards Presentation - Child Artists from Port Colborne Elementary Schools**

Mayor Steele presented the awards to the junior artists whose cards were selected for the annual Christmas card contest.

**7.3 Port Colborne High School Track and Field Champions - Athlete Recognition**

Mayor Steele presented the athletes from Port Colborne Highschool with their awards.

**8. Delegations**

There were no delegations.

**9. Mayor's Report**

A copy of the Mayor's report is attached.

**10. Regional Councillor's Report**

The Regional Councillor was absent.

**11. Consent Agenda**

Moved by Councillor G. Bruno

Seconded by Councillor M. Bagu

That Council hereby approves the listed consent items on the December 10, 2024, agenda; and

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

Carried

**11.1 Approval of Minutes**

**11.2 Receipt of Minutes of Boards & Committees**

- a. **Museum, Culture and Heritage Board - September 17, 2024**
- b. **Museum, Culture, and Heritage Board - October 15, 2024**
- c. **Port Colborne Public Library Board - November 6, 2024**

**11.3 Staff Reports**

- a. **Cancellation, Reduction or Refund of Realty Tax, 2024-220**
- c. **Page Street Stop and Close and Surplus Declaration, 2024-190**
- e. **Amending Agreement - Integrity Commissioner Appointment, 2024-229**

**11.4 Receipt of Correspondence Items**

- a. **City of Niagara Falls - Strengthening Existing System of Mandatory Mental Health Care**
- b. **Tay Valley Township - Public Sector Salary Disclosure**
- c. **Niagara Region - 2025 Water and Wastewater Operating Budget, Rate Setting and Requisition**

**12. Items Requiring Separate Discussion**

**12.1 Recommendation for Zoning By-law Amendment and Redline Revision for Northland Estates, 2024-227**

Councillor E. Beauregard declared a conflict on this item and did not participate in the discussion or vote.

Moved by Councillor G. Bruno  
 Seconded by Councillor R. Bodner

That Development and Government Relations Department – Planning Division Report 2024-227 be received;

That the Zoning By-law Amendment attached as Appendix A to Planning Division Report 2024-227 be approved;

That the Redline Revision to the Draft Plan of Subdivision and associated Draft Plan Conditions attached as Appendix B to Planning Division Report 2024-227 be approved;

That Lot 44, and Blocks 47, 49 and 50 be authorized as a Class 4 designation in accordance with the Noise Study requirements; and

That the City Clerk be directed to issue the Notices of Approval in accordance with the Planning Act.

Carried

**12.2 Rosedale Estates Draft Plan of Subdivision Extension Request, 2024-226**

Councillor E. Beauregard declared a conflict on this item and did not participate in the discussion or vote.

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

That Development and Government Relations Department – Planning Division Report 2024-226 be received; and

That Council approve a one-year extension to the Rosedale Estates Draft Plan of Subdivision.

Carried

**13. Staff Remarks**

**Charlotte Madden, City Clerk**, provided an update to Council regarding the Council Composition and Ward Boundary review; there was an open house on December 9th for the public, and there is a feedback survey located on the City's website that is open until the end of December.

**Morgan Alcock, Acting Fire Chief**, thanked the City for the opportunity to be Acting Fire Chief. He also noted several issues that require attention, including insufficient staffing, health and safety concerns, and lack of resources. He noted to Council that the development and completion of Community Risk Assessment and the Fire Master Plan need to be prioritized. He also welcomed Stan Double, the new Acting Fire Chief, to the City.

**Steve Shypowskyj, Director of Public Works**, provided Council with several updates on current capital projects. He explained most construction for the Pleasant Beach Road project will be completed by the end of the year. The Lockview Park project is nearing completion as well. The entrance to Tennessee Avenue has been restored, with minor works being done until the end of the year. He also noted that the City has retained Rankin Construction to complete the storm sewer replacement on Clarence Street, between King Street and West Street, which will involve a road closure of 4 weeks beginning in late January.

The watermain rehabilitation projects are underway; in the case of winter weather, the contractor will perform winter maintenance in those areas throughout the installation period. Lastly, the water team responded to two watermain breaks this week; both of which are in the plan for replacement.

**Rachel Tkachuk, Library CEO**, provided Council with an update on the roof repair project, which is near completion. She thanked facilities staff for their assistance, and library staff for adapting their work during the construction. She also thanked patrons for their patience during the project, and Council for their support. The library participated in the Touch a Truck and Fire Open House in October, and they compiled the drawings of trucks from this event done by children in the community to create a book, which can now be checked out at the library. This book was nominated for an Ontario Public Library Service Award through the Ministry of Tourism, Culture, and Gaming, and a copy was presented to Minister Stan Cho during his visit to Port Colborne.

**Bryan Boles, Acting CAO**, thanked everyone for their efforts in 2024. He also recommended to Council that the lease agreements regarding the Port Colborne Hospital be pushed to January 2025 to provide both parties with more time to work on them.

#### **14. Councillors' Remarks**

**Councillor Aquilina** thanked Chief Alcock and his Deputy Chief for his services to the community. She also thanked staff for answering several questions, and recognized Luke and his team from the Recreation department for their work on the Santa Claus Parade. Lastly, she encouraged residents to participate in the Council Composition and Ward Boundary review.

**Councillor Bagu** noted he received some complaints about the sound system in Council Chambers, and inquired to Bryan Boles, Acting CAO, if this could be reviewed. He also inquired to Steve Shypowskyj, Director of Public Works, about Winter sidewalk cleaning on streets without boulevards and preventing that snow from being pushed onto residents' properties. He also thanked members of the Mayor's Youth Advisory Committee for handing out the candy at the Santa Claus Parade. Lastly, he wished everyone a Merry Christmas and a Happy New Year.

**Councillor Bruno** inquired about using the monitor in Committee Room 3 for overflow meetings. He also thanked Chief Alcock and his Deputy Chief for their work in the community. He thanked staff for their work this year with Council and the residents, and he wished everyone a Merry Christmas and a Happy New Year.

**Councillor Elliot** recognized the roads crew for their landscaping work on Clarence Street, and he wished staff and the public a Merry Christmas.

**Councillor Hoyle** thanked Chief Alcock and his Deputy Chief for their work. He also thanked staff for their assistance this year. He expressed to staff that there are some drainage issues near St. Therese Church. He inquired to Bryan Boles, Acting CAO, if he could bring forward a report in the new year about when the cameras are going up. He thanked those who volunteered and attended the Santa Claus Parade and wished everyone a Merry Christmas and Happy New Year.

**Councillor Bodner** inquired to Steve Shypowskyj, Director of Public Works, about the installation of snow fencing in Ward 4. He also inquired about the City's snow and ice protocol. He wished everyone a Happy Holiday and Christmas Season.

**15. Motions**

There were no motions.

**16. Notice of Motions**

There were no notices of motions.

**17. By-laws**

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

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

- Item 17.1, Being a By-law to Re-appoint Councillors to the Committee of Adjustment
- Item 17.2, Being a By-law to Repeal By-law No. 7203/25/24 and to Appoint an Acting Fire Chief, as amended.
- Item 17.3, Being a By-law to Designate a Community Management Coordinator
- Item 17.4, Being a By-law to Appoint a Building Inspector (Sulaiman Khan)
- Item 17.5, Being a By-law to Authorize Entering into an Amending Agreement with ADR Chambers Inc. to Provide for Integrity Commissioner Services

Carried



Councillor E. Beauregard declared a conflict on items 17.6 and 17.7 and did not participate in the vote.

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

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

- Item 17.6, 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.
- Item 17.7, Being a by-law to amend by-law 7050/87/22 being a by-law to set a lapsing date of draft plan approval for Rosedale Subdivision Conflict.

Carried

- 17.1 Being a By-law to Re-appoint Councillors to the Committee of Adjustment**
- 17.2 Being a By-law to Repeal 7203/25/24 and to Appoint an Acting Fire Chief**
- 17.3 Being a By-law designate a Community Emergency Management Coordinator**
- 17.4 Being a By-law to Appoint a Building Inspector (Sulaiman Khan)**
- 17.5 Being a By-law to Authorize Entering into an Amending Agreement with ADR Chambers Inc. to provide for Integrity Commissioner Services**
- 17.6 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.**
- 17.7 Being a by-law to amend by-law 7050/87/22 being a by-law to set a lapsing date of draft plan approval for Rosedale Subdivision**

**18. Closed Session**

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

That Council do now proceed to meet in Closed Session at 8:20 p.m. under:

- Section 239(2)(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.
- Section 239(2)(c) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is a proposed or pending acquisition or disposition of land by the municipality or local board.
- 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(2)(i) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.
- Section 239(2)(k) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Carried

## **18.1 Approval of Closed Session Minutes**

### **a. Council in Closed Session**

- a. April 2, 2024**
- b. April 9, 2024**
- c. April 23, 2024**
- d. April 30, 2024**
- e. May 13, 2024**
- f. May 14, 2024**
- g. May 27, 2024**
- h. May 28, 2024**

- i. **July 23, 2024**
- j. **September 7, 2024**
- k. **September 10, 2024**
- b. **Special Joint Council Meeting - May 13, 2024**

## **18.2 Presentations**

- a. **Confidential Presentation to Council**

## **18.3 Staff Reports**

- a. **Confidential Memorandum to Council**
- b. **Confidential Corporate Services Report - 2024-213**
- c. **Confidential Memorandum to Council**
- d. **Confidential Human Resources (HR) Verbal Report**
- e. **Confidential Human Resources (HR) Employee Matter**

## **19. Back to Open Session**

Moved by Councillor G. Bruno  
Seconded by Councillor R. Bodner

That Council does now rise and reconvene from closed session at 10:48 p.m.  
with report:

### **18.1 Approval of Closed Session Minutes**

That the following Closed Session Minutes be approved, as presented:

- April 2, 2024
- April 9, 2024
- April 23, 2024
- April 30, 2024
- May 13, 2024
- May 14, 2024
- May 27, 2024
- May 28, 2024
- July 23, 2024
- September 7, 2024
- September 10, 2024
- Special Joint Council Meeting - May 13, 2024

### 18.3 Staff Reports

- a. That Council authorizes staff to proceed as directed in Closed Session.
- b. That Confidential Corporate Services Report - 2024-213 be received for information.
- c. That Council authorizes staff to proceed as directed in Closed Session.
- d. That Confidential Human Resources (HR) Verbal Report be received for information.
- e. That Council authorizes staff to proceed as directed in Closed Session.

Carried

### 20. Procedural Motions

There were no procedural motions.

### 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

Moved by Councillor T. Hoyle

Seconded by Councillor E. Beauregard

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of the Corporation of the City of Port Colborne, Dated December 10, 2024, be enacted and passed, as presented.

Carried

### 22. Adjournment

Mayor Steele adjourned the meeting at 10:50 p.m.

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William C. Steele, Mayor

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Charlotte Madden, City Clerk



## **PORT COLBORNE**

### **MAYOR'S REPORT TO COUNCIL**

**Tuesday, Dec. 10, 2024**

#### **BEST PARADE EVER**

It was a cold and windy wintry night Saturday, but I'd say all our hearts were warmed by the spirit of the season, and all the brilliant floats in the annual Lighted Santa Claus parade. Every year the parade gets better, with more lights, more creativity, more elaborate designs, and more participants. It was great to have bands perform and march from both high schools: Lakeshore Catholic and Port Colborne High School.

Congratulations to Maple Meadows Farms Event Centre for a fabulous Star Wars-themed float, A Galaxy Far Far Away, for winning the Judges' Award for Best Float in the Business Category. Congratulations to Community Living Port Colborne Wainfleet for winning the Community category. Community Living always does a super job. Three cheers for the Port Colborne Library Pirates – it was first time the library has entered a float, the Holly Jolly Roger, and it won the judges' honourable mention.

I was so happy to see the children walking with the snow plows they painted – a big group from Steele Street School, and two students from DeWitt Carter, Addy and Willow. Great job, kids. Thank you. Residents in those neighborhoods will see the artistically painted plows clear their streets this winter. The People's Choice was that crazy green glowing Grinch in the cage, by Peter's Construction Group! Special thanks to Peters Construction for also bringing a giant lighted red sleigh with 8 live airborne reindeer, and for Santa for joining us on such a special evening.

Councillors Aquilina, Bagu, Beauregard and Hoyle were bundled up with me and Mrs. Mayor to march with the city's Christmas Card Art float, which featured the art of nine talented youngsters here with us tonight. Thank you, staff, especially parade coordinator Luke Rowe, as well as Chase Schryer, Olga Loeffen, Justin Murray, Shianne Stephens

and Curtis Dray for all your efforts leading up to parade day. We thank our team of volunteers who helped in the staging area and on the roads before, during, and after the parade. Thank you to all the organizations, businesses, and schools for making the lighted parade so great. You all do Port Colborne proud.

### **TUGBOAT SANTA**

Speaking of doing Port Colborne proud, we are extremely proud to be the only city where Santa arrives the afternoon of parade day on the bow of a tugboat on the Welland Canal! Special thanks to the Downtown Port Colborne BIA and Captain Craig Workman of the JW Cooper for helping to make this special tradition possible.

### **CHRISTMAS SEASON IS GIVING SEASON IN PORT COLBORNE**

The city's All Hands On Deck holiday collection drive in support of Port Cares and Birchway is still underway. New unwrapped toys or books, non-perishable food, used clean coats and new mittens may be dropped at the fire hall, our engineering and operations centre, the Vale Health & Wellness centre, City Hall or the library:

We thank you in advance for your gifts, contributions, and support.

There are families in our community who need our help.

### **KEYS TO NEW HABITAT HOME**

I look forward to a Home Dedication Ceremony on Mitchell Street Thursday afternoon, as Habitat for Humanity turns over the housekeys to a family who has never owned its own home. What a perfect gift, at this time of year, or any time of year, for a mom and her three children. They are working through to complete 500 hours of community service, as part of the Habitat homeowners' program. It takes the support of an army of donors and volunteers to build a home for Habitat for Humanity. Thanks to every one of them for this Christmas miracle.

### **FIRE SERVICES UPDATE**

Last week, we made an announcement regarding the fire department's administration services in Port Colborne. If you missed it, the update was related to the City's commitment to ensuring emergency services are well equipped and resourced to

respond when our community is in need. After a careful review our community's fire service needs, we have determined that the City of Port Colborne will not move forward with a shared services agreement for emergency fire services with the Township of Wainfleet.

Throughout this process, several residents, firefighters, and community members offered their feedback on the prospect of sharing fire administration services with the Township of Wainfleet. This insight and input were important factors in the City's decision to not move forward. Today we announced that Chief Stan Double will join the Port Colborne Fire Department as our Interim Fire Chief beginning Thursday, December 12, 2024.

Chief Double brings more than three decades of dedicated service with the Hamilton Fire Department, where he began his career in 1990. Progressing through the ranks from Firefighter to Captain and District Chief, he most recently served as Platoon Chief, demonstrating exceptional leadership and expertise in all aspects of fire service operations. Chief Double's accomplishments have been recognized at the highest levels, including being awarded the prestigious International Association of Fire Fighters 2024 Leadership Award. Please join me in welcoming Chief Double to Port Colborne. That concludes my report for this week. Thank you Council, for your attention. Let us now proceed with our regular meeting.

## Port Colborne Historical and Marine Museum Board Meeting Minutes

**Date:** Tuesday, November 19, 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  
L. Brazeau  
M. Heaslip

Member(s) Absent: E. Beauregard, Councillor  
J. van Dillen  
M. Hili

Staff Present: M. Mason, Museum Curator  
Tami Nail  
S. Powell Baswick, Director of Museum and Culture

### 1. Call to Order

The Chair called the meeting to order at 7:01pm and welcomed new Board Members James van Dillen and Michael Hili. They have 4 year terms.

### 2. Disclosures of Interest

N/A

### 3. Adoption of Agenda

Moved by C. MacMillan  
Seconded by G. Hoyle



That the agenda dated November 19, 2024 be confirmed as circulated or as amended.

Carried

**4. Approval of Minutes**

Moved by B. Heaslip  
Seconded by C. Brema

That the minutes from October 15, 2024 be confirmed as circulated or as amended.

Carried

**5. Business Arising from the Minutes**

The Legion laid the wreath on behalf of the Board at the Remembrance Day ceremony. Going forward a board member should lay the wreath at the Remembrance Day Ceremony.

**6. Correspondence**

N/A

**7. Council Report**

N/A

**8. Curator's Report**

Michelle welcomed the new Board Members.

Curtis, from the IT department, and Michelle have been working with Turn Key Security Solutions to install an 180 degree security camera with a paging horn. It will monitor the pavilion and Tea Room area. The sensitivity, volume, message, and activated hours can be set for the horn.

We are still waiting on a quote for the accessible automatic door for the Heritage Resource Centre. Tim Anderson said the work should start around mid-December.

Katelynn submitted another application for the Museum Assistance Program for a Collection Care Assistant to complete the collections management project in the Heritage Resource Centre. This grant would be to complete an inventory of both the 1st and 2nd floor. Katelynn also submitted a second application for the

Museum Assistance Program, as she is familiar with the program and has successfully received two grants from them so far, but this time for the Access to Heritage stream for a Francophone Exhibit Designer. This grant would allow the transcribed interviews of the Francophone community to be implemented into an exhibit.

Due to the Canada Post strike, the winter newsletters and invites to the volunteer appreciation Christmas party have been hand delivered to the Port Colborne life members, members, and volunteers only. Meghan has put a message on our social media for out-of-town members and volunteers to contact the Museum with an e-mail address to be able to receive a digital copy.

Susan Nicholson is currently on a leave of absence due to a personal matter. Garry Turner, one of the Library assistants, has been hired to fill in on reception and the gift shop in her absence.

As part of her projects with her Young Canada Works Internship, Elyse has been working with Obsidian Manufacturing to have a new travelling exhibit case designed and built. It is modular and will be able to be used in exhibits at other facilities and institutions.

Michelle reported that the Archives' last two Speaker Series events went very well. The October 25 presentation on Explosions in Port Colborne was very well received. The November 9 lecture was also the kickoff event for the Welland Canal Bicentennial Travelling Lecture Series and was a great success with over 50 people in attendance. Great comments were received about our facility, and even some of the local canal "experts" remarked that they had learned a lot of things they didn't know before.

For Remembrance Day, some of our resources were highlighted on our social media, including the newly-scanned Port High School Second World War scrapbook. This will be made available on the ourontario.ca website very soon.

The scanned yearbooks are currently being uploaded, so far, all of them up to 1986 have been uploaded. It is a very time consuming process. Once they are all uploaded, they can be opened to the public.

## **9. Auxiliary Report**

Marianne reported that the Pudding Bee for Christmas will be held on November 1-3. They will all be steamed and then frozen until November 28 when they will be packaged for the Grand Old Christmas Festival. The sauce will be made November 25-27. Pricing is \$12.00 for a whole pudding and sauce, and \$7.00 for a slice and tea at the Tea Room during the week of December 1-7.

November 29th will be the Christmas lunch at Walters for the volunteers.

There are still some issues with the phone. Michelle will have IT come look at it again.

## **10. Friends of Roselawn Centre Liaison Report**

Arlene reported that a planning meeting for the Christmas Makers' Market was held on November 4. The event will include vendors, penny sale, bake sale, pizza, piano music, and a visit from Santa.

Tami and Rebecca will decorate the mansion for a Victorian-era Christmas with greens, and volunteers will decorate the real Christmas tree in the President's Room.

A donor made a calendar of photos of Roselawn to sell for \$25.00 each as a fundraiser.

## **11. Committee Report**

### **11.1 Finance Committee**

Bonnie reported that the Canadian Museum Operating Grant of \$24,093 was received.

\$2,429.84 have been received in donations and through Canada Helps.

### **11.2 Membership Committee**

Claudia reported that as of November 19 we have 8 Life Patrons, 26 Family Members, 11 Individual Members, and 45 Senior Members for a total of 90 members and \$1,373, as well as \$1,140 in donations with memberships.

### **11.3 Building and Property Committee**

Brian reported that they are now working at Roselawn. They removed the window facing and installed new shiplap on the exterior of the President's Room.

They are currently working on the storage areas in the basement to open them up and make the basement more useable.

Upcoming in 2025 is replacing the fencing on the Museum grounds. Currently the fencing is 60% white picket fence and 40% wrought iron (the wrought iron is original to the property). Staff will price out both materials, as well as vinyl options, to make the decision as to what to replace the fencing with.

The committee is also looking for for help for Thursday, November 21 at 1pm to help plant 200 tulip bulbs in the gardens at Roselawn. The bulbs were extras from the Public Works Department.

#### **11.4 Programme Committee**

Cheryl reported that on November 27, in collaboration with the library, there will be a tour for St. John Boscoe school. They will be split into groups with one at the library and one at the Museum and they will switch.

A new activity will be introduced at the Grand Old Christmas Festival - candle making with beeswax using traditional methods alongside the traditional activity of dipping premade celebration candles into red wax. The beeswax candle making will cost \$2, the same as the candle dipping.

From December 5-20 there will be free programming for schools to visit the Season's Greeting exhibit at Roselawn. The program activities will include a tour of the exhibit, Christmas story time, hot chocolate bar, and printing Christmas cards on the new printing press.

The printing press was purchased from the Mackenzie Printery. It is a smaller and lighter printing press which makes it easier to transport between sites as well as to outreach opportunities.

##### **a. 50th Anniversary Committee**

Cheryl reported that for the 50th Anniversary Picnic on July 6, 2025 plans are in the works to have 1975 era cars on the grounds, encouraging in 1975 clothing to be worn, possibly having 1975 era pricing on food and beverage, pins and coins as souvenirs, lawn games borrowed from the Optimist Club, as well as approaching the BIA to fly the a flag with the 50th logo on it for the summer. The committee will also be reaching out to the Strong Water Singers to open the celebration.

#### **11.5 Fundraising Committee**

The Corporate Donor Drive raised \$9,435.

The dates and bands for the 2025 Music on the Lawn series have been booked by Terry.

June 8 - The Marty Allen Band

June 29 - No Illusions

August 4 (the Monday of Canal Days) will be the Toronto All-Star Big Band.

The concerts will be from 1pm-3pm.

The Hot Dog Cart, and popcorn will be available again. The Friends of Roselawn will hold their 50/50 raffle and the Seniors Advisory Committee will also be on site again this year.

#### **11.6 Policy Committee**

No report.

#### **11.7 Accession Committee**

Terry reported that a meeting was held on November 15th. Some of the items accepted were on loan for last year's Port Colborne High exhibit and donated after the exhibit closed.

Stephanie and Michelle Mason visited L.R. Wilson as the Wilson Foundation is considering dissolving and a collection of items from the foundation, including 11 file cabinets, bins and framed photos is being offered to the Museum. The accession committee is being asked to consider these items because of L.R. Wilson's education and philanthropy towards the community and the Archives building. Due to its size, the collection would take up a significant footprint of the Museum's collection space. Other things to consider are the cost to store, digitize, conserve/preserve such a large collection.

Moved by B. Heaslip

Investigate the L.R. Wilson collection and instruct staff to come back to the Board with a plan.

Carried

#### **11.8 Heritage Committee**

Luke reported that due to the large turnover in the Planning Department the committee is still struggling with support from city staff in the Planning Department. Diana Vasu is now the staff liaison at the Planning Department.

At the last meeting the committee turned down a property on King St because it will be turned into geared to income housing.

The Tennessee Avenue gates restoration is on-going. There is concern because only the West side has been repointed instead of restoring the whole concrete slab and both pillars and repainting of the gates as originally planned/

**12. Confidential Items**

N/A

**13. New Business**

The Board member shirts have been delivered, New members James and Michael are invited to pick a design of their choosing to be ordered.

Tami reminded the Board that the Grand Old Christmas Festival is coming up on December 1st and to reach out if you are available to volunteer for a couple of hours. Posters were also made available to take and hang up at local places.

The Volunteer Appreciation Christmas Party will be on Wednesday, December 11. It was moved from a Tuesday to a Wednesday to accommodate the Niagara Antique Power Association who cannot make a Tuesday evening.

Stephanie thanked the board for their help with the nominating of volunteers for the Volunteer Service Awards.

Thank you to Terry Huffman who is chairing his last meeting after a 2 year term. Elections will be at the January Annual General Meeting. Present Vice-Chair, Arlene Lessard will be nominated as Chair and Terry will be Nominations Chair.

**14. Adjournment**

The Chair adjourned the meeting at approximately 7:25pm.

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Chair

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Staff Liaison



## Port Colborne Public Library Board Meeting Minutes

**Date:** Wednesday, December 4, 2024  
**Time:** 6:00 pm  
**Location:** Library Auditorium, Port Colborne Public Library  
310 King St, Port Colborne

**Members Present:** A. Desmarais  
M. Bagu, Councillor  
B. Ingram, Vice-Chair (attended virtually)  
C. MacMillan  
B. Beck (attended virtually)  
M. Booth  
E. Tanini

**Member(s) Absent:** H. Cooper

**Staff Present:** R. Tkachuk, Chief Executive Officer

**Others Present:** B. Boles, Director of Corporate Finance/Treasurer  
M. Murray, Chief Human Resources Officer (attended virtually)

### 1. **Call to Order**

The Chair called the meeting to order at approximately 6:05 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 Confidential Item was added by the CEO to the agenda after Discussion and Decision Items.

Moved by C. MacMillan

Seconded by A. Desmarais

That the agenda dated December 4, 2024, be confirmed, as amended.

Carried

**5. Approval of Minutes**

Moved by Councillor M. Bagu

Seconded by M. Booth

That the minutes dated November 6, 2024, be approved, as circulated.

A. Smits abstained.

Carried

**6. Business Arising from the Minutes**

Nil.

**7. Discussion and Decision Items**

**7.1 Appointment of New Board Member (R. Tkachuk)**

The CEO introduced the newly appointed Board Member, A. Smits to the Board.

**7.2 Election of Chair (R. Tkachuk)**

The CEO called for nominations for the position of Board Chair.

Angie Desmarais nominated Bryan Ingram. Bryan Ingram accepted the nomination.

There being no further nominations, the CEO declared nominations closed.

The CEO declared Bryan Ingram duly elected by acclamation to the position of Chair for the term of the Board, 2022-2026.

Bryan Ingram, Chair, called for nominations for the position of Vice-Chair.

Margaret Booth nominated Angie Desmarais. Angie Desmarais accepted the nomination.

There being no further nominations, the Chair declared nominations closed.

The Chair declared Angie Desmarais duly elected by acclamation to the position of Vice-Chair for the term of the Board, 2022-2026.



Moved by Councillor M. Bagu  
Seconded by E. Tanini

That Bryan Ingram be duly elected by acclamation to the position of Chair for the term of the Board, 2022-2026; and

That Angie Desmarais be duly elected by acclamation to the position of Vice-Chair for the term of the Board, 2022-2026.

Carried

### **7.3 Memorandum of Understanding (B. Boles and R. Tkachuk)**

The Board revised the draft Memorandum of Understanding.

Moved by C. MacMillan  
Seconded by A. Desmarais

That the Board approves the draft Memorandum of Understanding, as amended.

Carried

### **7.4 Capital Projects Update (R. Tkachuk)**

Director of Corporate Finance, B. Boles provided an update on future capital projects.

The CEO provided an update on the 2024 library facility capital projects.

Moved by A. Desmarais  
Seconded by C. MacMillan

That the Capital Projects Update be received, as presented.

Carried

## **8. Confidential Item**

Moved by M. Booth  
Seconded by A. Desmarais

That the Board do now proceed into closed session in order to address the following matters at approximately 6:59 p.m.

Carried

**8.1 Confidential Human Resources Matter- pursuant to Public Libraries Act, Section 16.1(4)(b) of the personal matters about an identifiable individual**

Moved by A. Desmarais

Seconded by C. MacMillan

That the Board receives the CEO's report for informational purposes.

Carried

Moved by C. MacMillan

Seconded by M. Booth

That the Board do now rise from closed session at approximately 7:12 p.m.

**9. Consent Items**

Moved by A. Desmarais

Seconded by C. MacMillan

That items 8.1 to 8.4 be received, as presented.

Carried

**9.1 Financial Reports**

a. **2024 Operating Budget (as November 29, 2024)**

b. **2024 Facilities Budget (as November 29, 2024)**

**9.2 Circulation Reports**

a. **Circulation Report, October 2024**

b. **Circulation Snapshot, October 2024**

**9.3 Staff Reports**

a. **Librarian Report - November 2024**

b. **CEO Report - November 2024**

**9.4 Correspondence**

a. **Touch-a-Truck Thank You Letter**

4

**b. CFLA - Indigenous Matters Committee Community of Practice Invite**

**10. Policy**

Moved by C. MacMillan  
Seconded by A. Desmarais

That the Board approves the policy listed in item 9.1, as presented.

**10.1 OP:07 - Public Internet Services and Technology**

**11. Motions**

Nil.

**12. Roundtable**

Trustee A. Desmarais reported that the Fundraising Committee will meet in January.

Trustee M. Booth congratulated the library on their upcoming participation in the Annual Lighted Santa Claus Parade.

Trustee C. MacMillan reported on a Board Assembly Meeting policy workshop provided by the Ontario Library Service; information from the session will be forwarded to all library board members.

**13. Other Business**

Nil.

**14. Next Meeting Date and Adjournment**

The next meeting will be held Wednesday, January 8, 2025, at 6 p.m. in the Library Auditorium.

The Chair adjourned the meeting at approximately 7:49 p.m.

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Bryan Ingram, Chair

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Rachel Tkachuk,  
Chief Executive Officer  
(Board Secretary-Treasurer)



**Subject: Sale of City Property – Agreement of Purchase and Sale  
(Killaly St. E.)**

**To: Council**

**From: Development and Government Relations Department**

Report Number: 2025-17

Meeting Date: January 28, 2025

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**Recommendation:**

That Chief Administrative Officer Report 2025-17 be received;

That Council approve the Agreement of Purchase and Sale (APS) between the City and SG Real Estate Development III Land Corp. regarding the sale of Part 1 on 59R-17397 in the amount of \$3,000, and Part 1 on 59R-17399 in the amount of \$91,630.27; and

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

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**Purpose:**

The purpose of this report is to seek Council approval of an Agreement of Purchase and Sale regarding two City parcels being conveyed to SG Real Estate Development III Land Corp. These transactions will facilitate access to their residential development property and provide additional land to accommodate their stormwater management and flood storage as required by the City and the Niagara Peninsula Conservation Authority (NPCA).

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**Background:**

In the fall of 2021, SG Real Estate Development III Land Corp. purchased an eighteen (18) acre parcel of vacant land located south of Killaly Street East and east of Christmas, Bell, and Johnston Streets (see Appendix A). The development proposes a total of 290 units including block townhouses, street townhomes, semi-detached homes, and stacked townhomes. SG Real Estate Development III Land Corp. is based in the Kitchener area. John Cheung is part of the board of directors and has been the board's point of contact with City staff since the inception of this development project in 2020.

As of January 19, 2025, the following sit on the Board of Directors for SG Real Estate Development III Land Corp.:

- John Cheung
- Douglas Cerson
- Derek Nunn
- Scott Lackenbauer
- Kris Wickens
- Randy von Heyking

SG Real Estate Development III Land Corp. could not get legal access to their property as there was a one (1) foot reserve registered on title to H.E. Fretz who was the owner of the lands prior to the registration of subdivision Plan 871 in 1953. This reserve was never transferred to the City or dedicated as a public road. Staff worked with the City Solicitor who followed a legal process through the courts to have the City acquire ownership of the one (1) foot reserve. This process has been completed and the one (1) foot reserve is now legally described as Part 1 on 59R-17397. It was declared surplus by Council at the June 24, 2024 Council meeting, via Report 2024-139.

The owner also approached the City about acquiring three (3) acres of vacant City-owned land, as shown in Appendix C, that abuts their property to the south. A new survey has been created for this parcel and it is legally described as Part 1 on 59R-17399. They will use this land for stormwater management and flood storage as required by the City and NPCA. This parcel will allow SG Real Estate Development III Land Corp. to maintain their unit count at 290 which will increase the tax assessment and water users for the City.

A City initiated Zoning By-law Amendment (ZBLA) application to change the zoning on a portion of these lands from Residential Development (RD) to Environmental Protection (EP) was proposed at a Public Meeting held on November 5, 2024. The ZBLA was approved at the November 12, 2024 Council meeting. The ZBLA, proposed in response to previous comments received from the NPCA, recognizes the flooding hazard on the subject lands and restricts the lands from inappropriate development.

Direction was received from Council regarding these parcels, including on the financial implications, during a closed session discussion on June 24, 2024.

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### **Internal Consultations:**

This development proposal and discussions regarding the sale of City real estate has been reviewed by Planning and Economic Development staff.

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### **Financial Implications:**

The one-foot reserve will be sold to SG Real Estate Development III Land Corp. for \$3,000 and they have agreed to reimburse the City for legal and survey costs totalling

\$9,882.73. They will also be responsible for the legal costs of the property transfer. The three-acre City parcel will be conveyed to SG Real Estate Development III Land Corp. for \$91,630.27 and they will cover the City's legal expenses.

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### **Public Engagement:**

The Draft Plan of Subdivision and Zoning By-law Amendment were considered at the October 3, 2023 Public Meeting. Notice of this meeting was circulated in accordance with the *Planning Act* requirements including notices being mailed to property owners within 120 metres and signs being posted on the property.

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### **Strategic Plan Alignment:**

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

- Environment and Climate Change
  - Economic Prosperity
  - Increased Housing Options
  - Sustainable and Resilient Infrastructure
- 

### **Conclusion:**

This staff report follows up on Report 2024-139 approved by Council on June 24, 2024 which recommended that two City parcels be declared surplus and that they be conveyed to SG Real Estate Development III Land Corp. City staff have worked with the City Solicitor on an APS for these parcels. Part 1 on 59R-17397 will give the owner legal access to their property. Part 1 on 59R-17399 will provide land for their stormwater management as well as flood storage required by the NPCA for the development.

Staff recommend that Council approve the APS and that the Mayor and City Clerk be authorized to sign the APS, by-law, and other documentation related to the transaction.

---

### **Appendices:**

- a. Development parcel owned by SG Real Estate Development III Land Corp.
- b. One foot reserve (now Part 1 on 59R-17397)
- c. Three acre parcel (now Part 1 on 59R-17399)
- d. Agreement of Purchase and Sale
- e. By-law

Respectfully submitted,

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

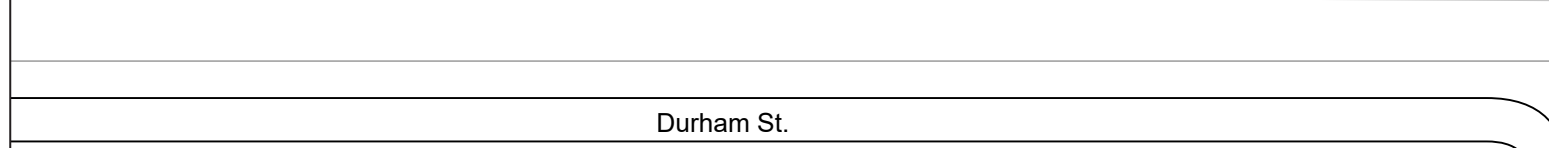
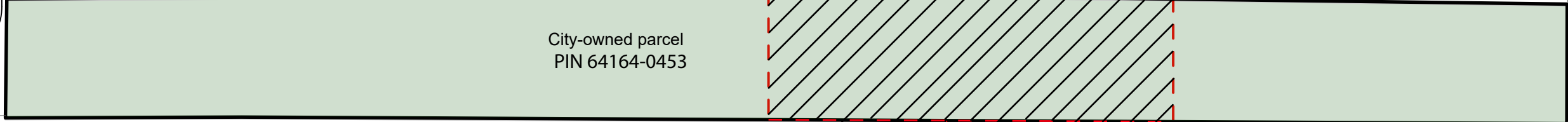
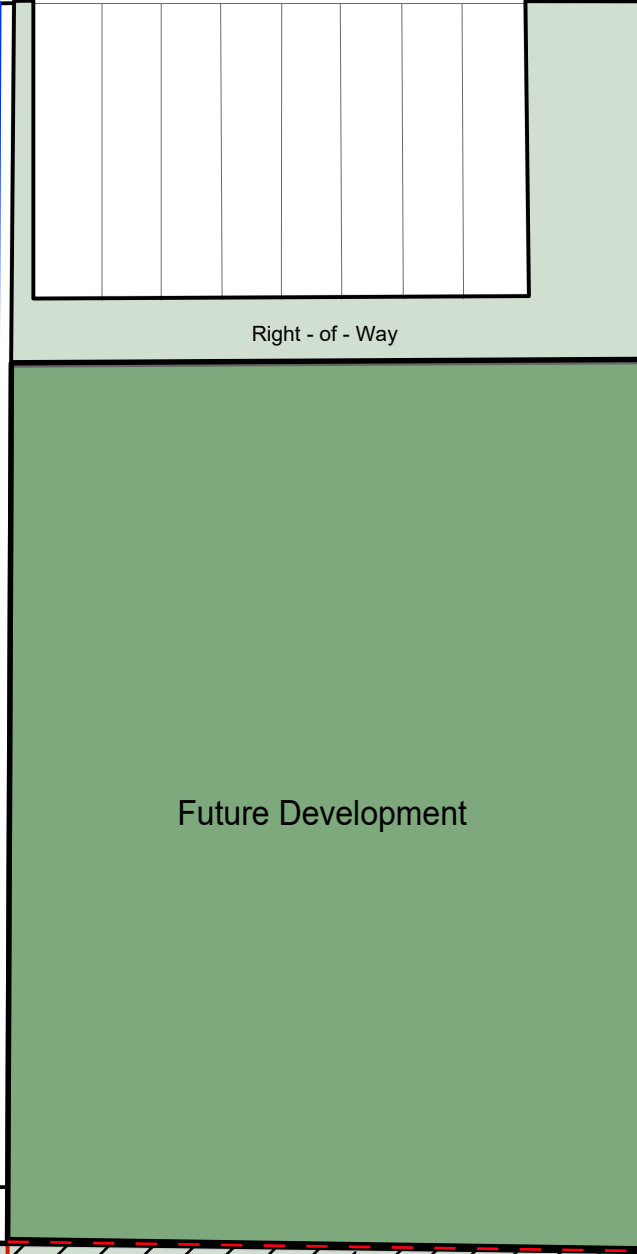
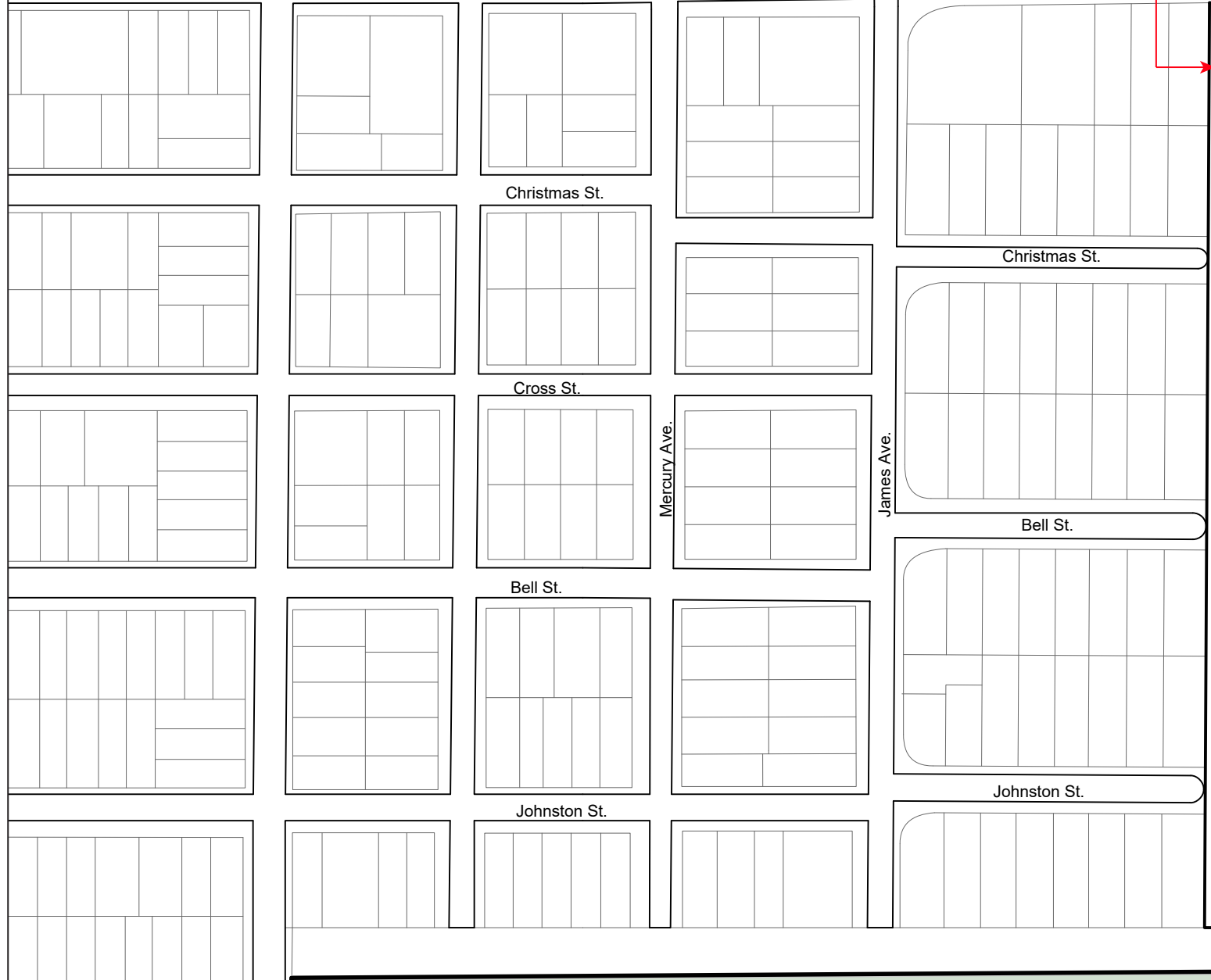
David Schulz  
Manager of Planning  
905-228-8117  
[David.Schulz@portcolborne.ca](mailto:David.Schulz@portcolborne.ca)

**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.

One-foot Reserve

Killaly S. East



Surplus City-owned parcel



Killaly S. East

One-foot Reserve  
PIN 64164-0451



Christmas St.

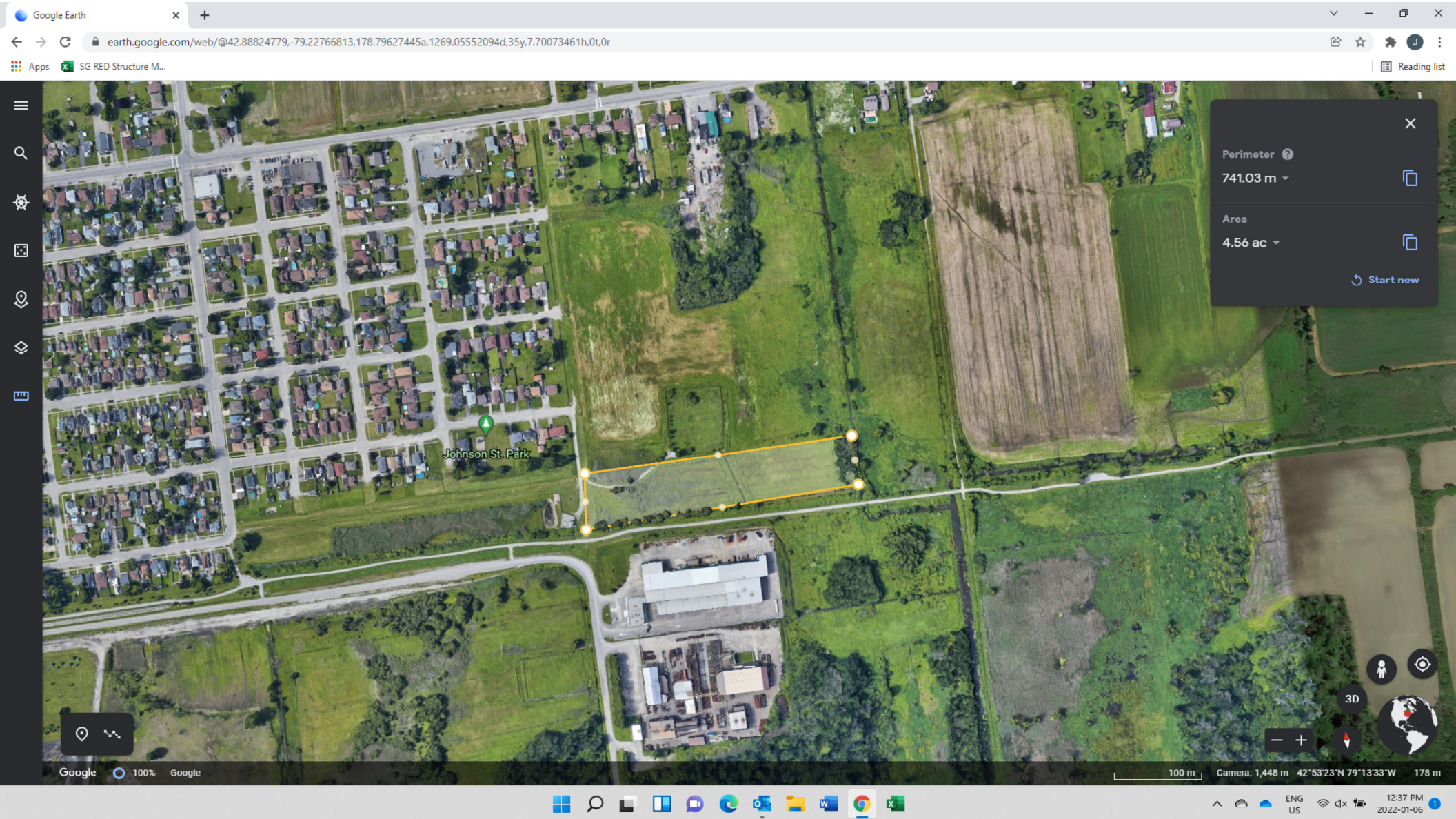
Right - of - Way

Bell St.

Future Development  
PIN 64164-0504

Johnston St.

2025-17  
Appendix C



**AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** is dated for reference as of the \_\_\_\_ day of January, 2025.

**BETWEEN:**

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

- and -

**SG REAL ESTATE DEVELOPMENT III LAND CORP.**  
the “**Purchaser**”)

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

**1. Real Property**

(a) Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as:

- a. RESERVE B PL 871 PORT COLBORNE PART 1 PLAN SN761126; CITY OF PORT COLBORNE, being all of PIN 64164-0516 (LT); and
- b. PART OF LOTS 23 AND 24 CONCESSION 1 HUMBERSTONE, BEING PART 1, PLAN 59R-17399, being part of PIN 64164-0453 (LT)

(collectively 1(a)a. and 1(a)b. above are described as the “**Property**”); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser prior to plan registration which are legally described as PART LOTS 23 AND 24 CONCESSION 1 HUMBERSTONE AS IN HU18858 (FIRSTLY); TOGETHER WITH AN EASEMENT AS IN HU18858; CITY OF PORT COLBORNE, being all of PIN 64164-0504 (LT) (collectively, the “**Adjoining Parcels**”).

**2. Payment of Purchase Price**

The purchase price for the Property is NINETY FOUR THOUSAND SIX HUNDRED AND THIRTY DOLLARS AND TWENTY-SEVEN CENTS (\$94,630.27) (the “**Purchase Price**”) plus Harmonized Sales Tax (“**H.S.T.**”), payable as follows:

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

(b) On closing, the sum of EIGHTY FOUR THOUSAND SIX HUNDRED AND THIRTY DOLLARS AND TWENTY-SEVEN CENTS (\$84,630.27), subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal and surveying costs incurred by the Vendor, 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. The surveying and legal costs to date are currently estimated at \$9,882.73, which, for greater certainty, does not include the Vendor’s legal



costs incurred with preparing this Agreement and completing the closing contemplated herein.

### 3. **Title Clause**

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

### 4. **Assignment**

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

### 5. **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.

### 6. **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.

## 7. Future Use

- (a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement. The Purchaser covenants to use the Property for purposes of stormwater management, flood retention, and noise attenuation.
- (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.

## 8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Closing Date**”).

## 9. 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor in connection with the purchase and sale transaction contemplated herein. H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* (“**ETA**”), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The

foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

#### **10. 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's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PINs for the Adjoining Parcels.
- (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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

## **15. 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.

## **16. Non-Registration**

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledges 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.

## **17. Business Day**

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

## **18. 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.

## **19. 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.

**20. 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 ensure 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.

**21. 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.

**22. 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 \_\_\_\_\_, 2024, after which time, if not accepted, such offer shall become null and void.

**[next page is signature page]**



**IN WITNESS WHEREOF** the Purchaser have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

**SG REAL ESTATE DEVELOPMENT III  
LAND CORP.**

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

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

I/We have authority to bind the Corporation.

**IN WITNESS WHEREOF** the Vendor has executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. \_\_\_\_\_

Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with  
SG Real Estate Development III Land Corp.

Whereas at its meeting of January 28, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report 2025-17 Subject: Agreement of Purchase and Sale – City Land (Killaly St. E.)

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with SG Real Estate Development III Land Corp. regarding the disposition of City real estate; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with SG Real Estate Development III Land Corp. regarding the disposition of City real estate.
2. That the Mayor and the 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 28<sup>th</sup> day of January, 2025.

---

William C. Steele  
Mayor

---

Charlotte Madden  
City Clerk



**Subject: Sale of City Property – Agreement of Purchase and Sale  
(Page Street Road Allowance)**

**To: Council**

**From: Development and Government Relations Department**

Report Number: 2025-03

Meeting Date: January 28, 2025

---

**Recommendation:**

That Development and Government Relations Department Report 2025-03 be received;

That Council approve the Agreement of Purchase and Sale with 1000677999 Ontario Inc. (Rick Armenti) for the sale of the Page Street Road Allowance; and

That the Mayor and City Clerk be authorized to sign the by-law, 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 (APS) and by-law to formally approve the sale of the Page Street Road Allowance described as Part of PIN 64150-0070, Part of Bell St PI 785 Humberstone (AKA Page St) Lying Between Main St E & Dolphin St; Port Colborne as shown in Appendix A.

---

**Background:**

A City Real Estate Initiative has been underway to identify 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 owner (1000677999 Ontario Inc.) of 20 Main Street East (as shown in Appendix B) has made a request to purchase the City property as shown in Appendices A and C.

The property is the Page Street Road Allowance, described as Part of PIN 64150-0070, Part of Bell St PI 785 Humberstone (AKA Page St) Lying Between Main St E & Dolphin St; Port Colborne.

The subject property was considered a City road. A Stop Up and Close By-Law was approved on December 10<sup>th</sup>, 2024, creating a separate parcel, and the property was declared surplus by Council. (Report 2024-190 Stop Up and Close and Surplus Declaration).

---

### **Discussion:**

The subject parcel is not generating any tax revenue for the City, it is not required for operational or maintenance reasons, and it is not zoned. Staff are supportive of the parcel being divested to facilitate and support the commercial business on the adjoining property.

Staff believe that a better use of this property would be achieved through private ownership. Divesting this property to the private sector would fulfill the goals of the surplus land review to support development opportunities and expand the City's tax base.

The divestiture of this property followed the Sale of City Land Policy.

---

### **Internal Consultations:**

Economic Development staff reviewed the request and circulated it to other departments for comments. Economic Development, Public Works, and Planning staff collaborated on the boundaries for the creation of the parcel that is being sold. City departments have no plans for the property, and do not foresee any future use for the property.

---

### **Financial Implications:**

This property is being sold to 1000677999 Ontario Inc. (Rick Armenti) at 20 Main Street East for \$4,867.50 (\$2.50 per sq ft for 1,947 sq ft) plus applicable taxes, survey, public notice and City 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.

---

## **Public Engagement:**

The Public Meeting notice for the Stop Up and Close Process was posted on the City's website starting on October 21, 2024. The notice was also advertised for four consecutive weeks including October 31st, November 7th, 2024, November 14th, 2024 and November 21st, 2024, in the Welland Tribune as per the Public Notice Policy. The Public Meeting was held on November 26th, 2024. On December 10<sup>th</sup>, 2024 City Council approved Report 2024-190, Stop Up and Close and Surplus Declaration.

---

## **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 Page Street Road Allowance is a small piece of surplus City property at Main Street and Page Street. The adjacent property owner at 20 Main Street East has made an offer to purchase the property and staff have no concerns and are supportive of the enhanced commercial development and expansion. Staff have adhered to the City's Sale of Land Policy.

Staff recommend that City Council approve the sale of the Page Street Road Allowance for \$4,867.50 plus applicable taxes, survey, public notice costs and City legal closing costs and that the attached APS and By-law be approved.

---

## **Appendices:**

- a. Property Map for Purchase
- b. 20 Main Street Property
- c. Page Street Surplus Property to be Conveyed and merged with 20 Main Street
- d. By-law and Agreement of Purchase and Sale

Respectfully submitted,

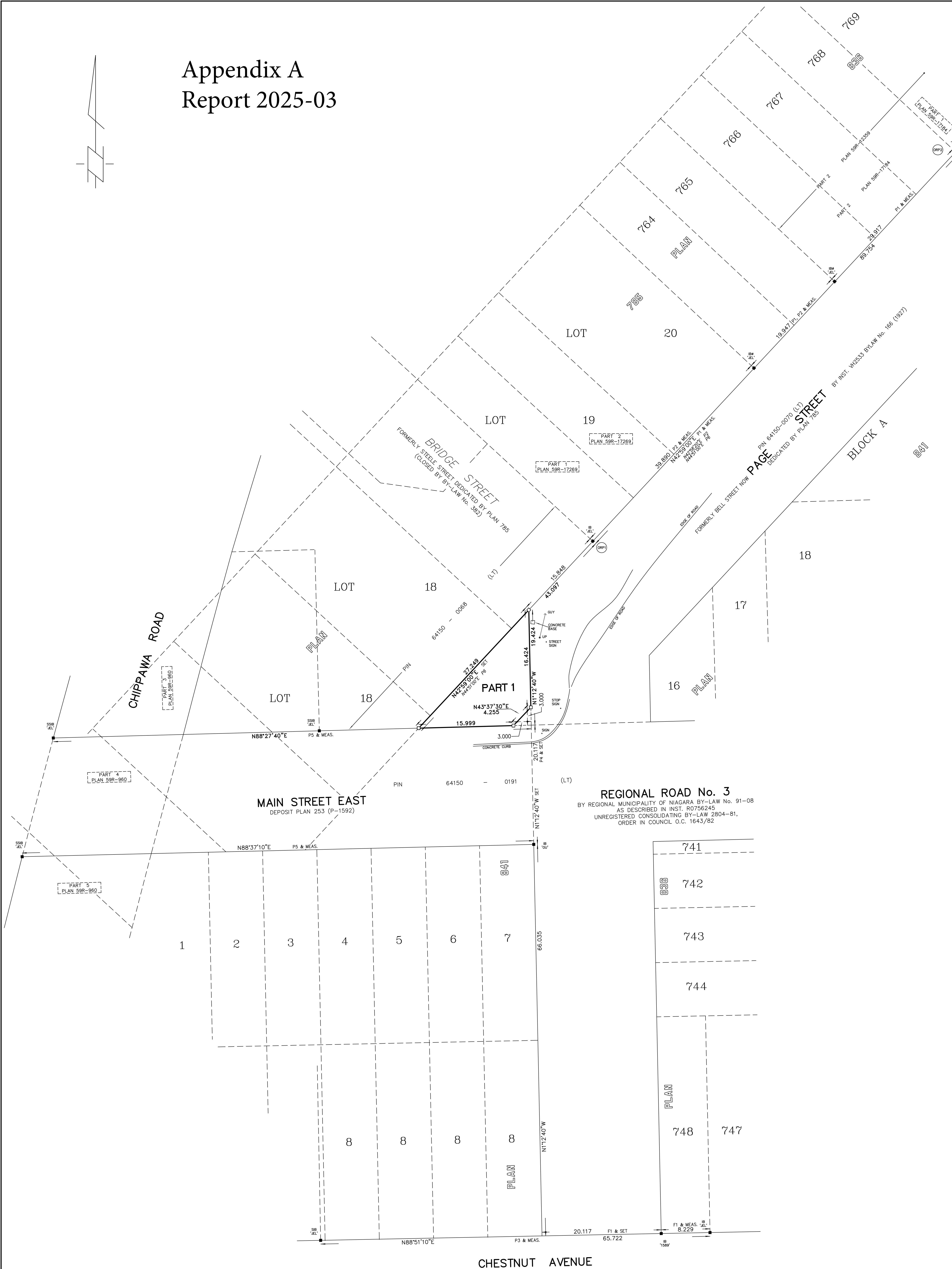
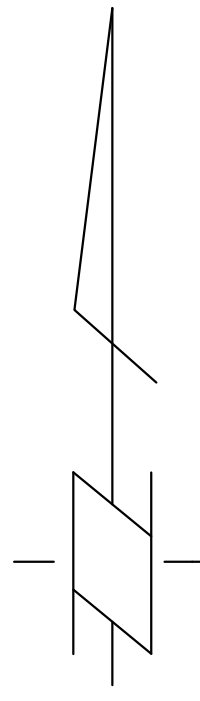
Bram Cotton  
Economic Development Officer  
(905) 228-8063  
[Bram.Cotton@portcolborne.ca](mailto:Bram.Cotton@portcolborne.ca)

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

# Appendix A Report 2025-03



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

DATE: \* 2024

DRAFT

MARK GILMORE  
ONTARIO LAND SURVEYOR

PLAN 598-\_\_\_\_\_

RECEIVED AND DEPOSITED  
DATE: \_\_\_\_\_

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (S9)

SCHEDULE			
PART	LOT	PLAN	PIN
1	PART OF PAGE STREET FORMERLY BELL STREET	785	PART OF PIN 64150-0070 (LT)

PLAN OF SURVEY OF

PART OF PAGE STREET FORMERLY BELL STREET  
PLAN 785

IN THE

CITY OF PORT COLBORNE  
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:250

LANTHIER & GILMORE SURVEYING LTD.  
2024

**LEGEND**

• DENOTES SURVEY MONUMENT FOUND	'JEL' DENOTES LANTHIER & GILMORE SURVEYING LTD.
• SURVEY MONUMENT SET	'1589' P.S. SUDA, O.L.S.
SSB - STANDARD IRON BAR	P1 - PLAN 598-17184
SSSB - SHORT STANDARD IRON BAR	P2 - PLAN 598-17269
IB - IRON BAR	P3 - PLAN 598-17096
IBR - ROUND IRON BAR	P4 - DEPOSIT PLAN 245 (P-1579)
IT - IRON TUBE	P5 - PLAN 598-960
PB - PLASTIC BAR	P6 - PLAN 785
CC - CUT CROSS	F1 - 'JEL' FILE 22-160
WT - WITNESS	
'0' - ORIGIN UNKNOWN	
ORP - OBSERVED REFERENCE POINT	
MEAS. - MEASURED	

**INTEGRATION DATA**

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS OBSERVATIONS USING THE CAN-NET VRS NETWORK, UTM ZONE 17, NAD 83 (CSRS) (2010).

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

POINT ID	NORTHING	EASTING
ORP1	4,751,420.27	643,420.27
ORP2	4,751,469.13	643,481.45

**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 N42°59'00"E REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (2010).

FOR BEARING COMPARISONS, A ROTATION OF 2° 03' 30" IN A COUNTER CLOCK-WISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 598-960.

**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 0.999832.

**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 \*.

DATE: \* 2024

DRAFT

MARK GILMORE  
ONTARIO LAND SURVEYOR

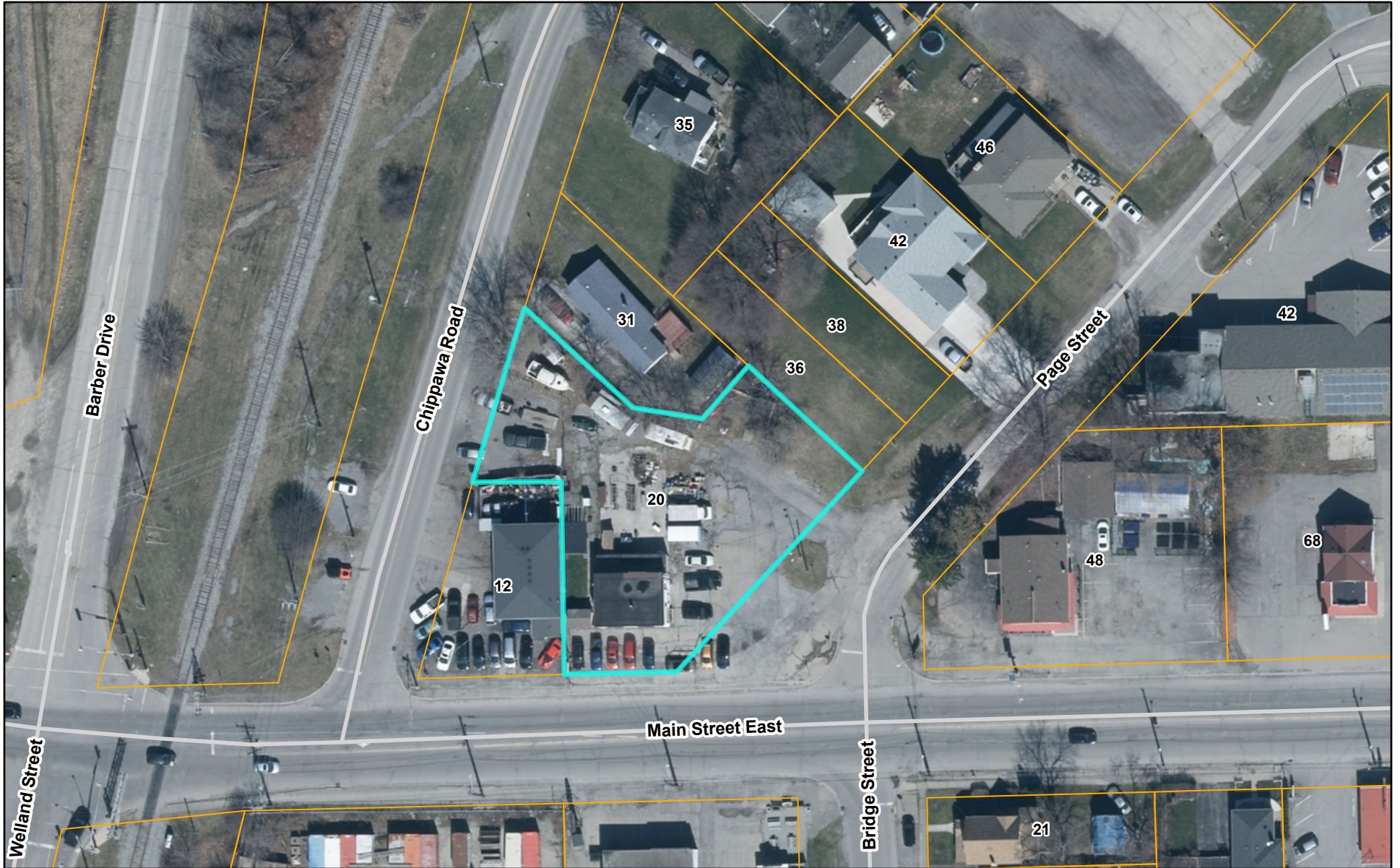
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-71767

LANTHIER & GILMORE SURVEYING LTD.  
1173 CLARENCE ST. PORT COLBORNE, ONT. (905) 835-5417




SCALE: 1:250	DR. BY: CM CH. BY: MG	JEL FILE: 22-959	F-1471
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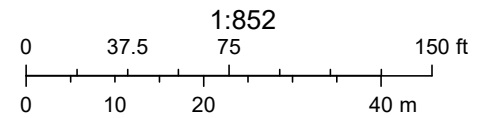


# Port Colborne Navigator



2024-11-12, 11:52:32 a.m.

-  Port Colborne Boundary
-  Assessment Parcels
-  Roads







**20 MAIN STREET EAST**

**PART 1  
(TO BE CONVEYED)**



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 1000677999 Ontario Inc., regarding Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT).

Whereas at its meeting of January 28<sup>th</sup>, 2025 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Department Report 2025-03 Subject: Sale of Page Street Road Allowance; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 1000677999 Ontario Inc. Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT) for the sale price of \$4,867.50 plus agreed upon expenses; 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 1000677999 Ontario Inc., for the sale of Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT) for the purchase price of \$4,867.50 plus agreed upon expenses 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 28<sup>th</sup> day of January, 2025.

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William C. Steele  
Mayor

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Charlotte Madden  
City Clerk

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN:**

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

- and -

**1000677999 ONTARIO INC.**  
the “Purchaser”)

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

### **1. Real Property**

(a) Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT) (the “Property”);

(b) Prior to Closing, the Vendor will register on title to the Property a By-law passed by the City of Port Colborne which stops up and closes the Property pursuant to the provisions of the *Municipal Act, 2001*; and

(c) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as PT BRIDGE ST PL 785 HUMBERSTONE (FORMERLY STEELE ST, AS CLOSED BY BYLAW BL24); PT LT 12 PL 785 HUMBERSTONE; PT LT 17 PL 785 HUMBERSTONE; PT LT 18 PL 785 HUMBERSTONE AS IN BB12227; PORT COLBORNE, being all of PIN 64150-0068 (LT) (collectively, the “Adjoining Parcel”).

### **2. Payment of Purchase Price**

The purchase price for the Property is FOUR THOUSAND EIGHT-HUNDRED AND SIXTY-SEVEN DOLLARS AND FIFTY CENTS (\$4,867.50) (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 ONE THOUSAND DOLLARS (\$1,000.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor’s solicitors (the “Deposit”). The Deposit will be held in trust pending completion or other termination of this transaction, and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) On closing, the Purchaser will be pay the sum of THREE THOUSAND EIGHT-HUNDRED AND SIXTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,867.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at \$2,900.00 plus HST, the costs for the public notices issued as part of the road closing are estimated at \$1,535.00 plus HST, and the legal costs incurred by the Vendor are estimated at \$2,000.00 plus HST.

### 3. **Title Clause**

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

### 4. **Assignment**

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

### 5. **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.

### 6. **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.

## **7. 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.

## **8. Closing Date**

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the 27th day of February, 2025 (the “**Closing Date**”).

## **9. 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* (“**ETA**”), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

## **10. 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's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PINs for the Adjoining Parcel.
- (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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. Non-Registration**

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledges 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.

## **17. Business Day**

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

## **18. 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.

## **19. 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, ON L3K 3C8

Attention: Chief Administrative Officer

To the Purchaser:

15 Hillcrest Road

Port Colborne, ON L3K 6B4

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.

**20. 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.

**21. 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.

**22. 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 \_\_\_\_\_, 2025, after which time, if not accepted, such offer shall become null and void.

**[next page is signature page]**



**IN WITNESS WHEREOF** the Purchaser have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

**1000677999 ONTARIO INC.**

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

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

I/We have authority to bind the Corporation.

**IN WITNESS WHEREOF** the Vendor has executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

We have authority to bind the Corporation.



**Subject: West Street Parkette Upgrades**

**To: Council**

**From: Public Works Department**

Report Number: 2025-11

Meeting Date: January 28, 2025

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**Recommendation:**

That Public Works Department Report 2025-11 be received for information.

---

**Purpose:**

The purpose of this report is to provide a visualization of the West Street Promenade alterations that will take place this spring directly south of Clarence Street. This project was approved by Council through the 2025 budget deliberations.

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**Background:**

At the corner of West Street and Clarence Street, there is an elevated treed mound surrounded by armour stone. The elevation, narrow structure and uneven surface have created accessibility challenges.

In the 2025 capital budget deliberations, Council approved the removal of the berm and installation of a concrete pad with two pergolas.

---

**Discussion:**

The West Street Parkette project is intended to enhance the safety and functionality of the West Street Promenade area south of the Clarence Street bridge.

The project includes removal of the existing armour stone, trees, and earth mound to allow for the installation of a concrete base, two pergolas, modular seating, and planted trees.

The upgraded parkette will improve the functionality of the area making it accessible per AODA guidelines through an inclusive design. The pergola structures will have a power source and be available for public use and lease. The seating area will include multiple inclusive seating options for accessibility. Large planting features will be included to maintain greenspace and provide additional shade throughout the seating areas.

Staff have completed a rendering of the space with the input and support of the Downtown Business Improvement Area as provided in Appendix A.

Removal of the trees, and earth mound began mid January with project completion targeted for May 2025. During this time the area will remain fenced until the weather allows the installation of concrete. This is being done to ensure a late spring completion to minimize disruption during the tourism season in this area.

As noted in the 2025 capital budget deliberations, a request for proposal (RFP) is being developed to rent one of the pergolas.

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### **Internal Consultations:**

This project was reviewed by the City's Tourism, Economic Development, Public Works, and Recreation Divisions as well as the Downtown Business Improvement Area representatives.

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### **Financial Implications:**

This project has already been funded through the 2025 capital budget deliberations. It is being funded through the levy (\$60,000), and a grant through the Canada Community Building Fund (\$240,000).

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### **Strategic Plan Alignment:**

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

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

---

### **Conclusion:**

The proposed West Street Parkette upgrades provide a functional and inclusive atmosphere for residents and visitors to the City to enjoy.

**Appendices:**

- Appendix A - Proposed West Street Parkette Rendering

Respectfully submitted,

Curtis Dray  
Manager of Road and Park Operations  
905-228-8148  
[Curtis.Dray@portcolborne.ca](mailto:Curtis.Dray@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.

Proposed West Street Parkette Rendering









**Subject: Niagara Peninsula Conservation Authority 'Trees for All' Partnership Opportunity**

**To: Council**

**From: Public Works Department**

Report Number: 2025-14

Meeting Date: January 28, 2025

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**Recommendation:**

That Public Works Department Report 2025-14 be received; and

That Council approve the Director of Public Works to authorize an agreement with the Niagara Peninsula Conservation Authority (NPCA) for tree planting services on private lands in the amount of \$55,000, funded from the 2025 Tree Planting operating budget, provided private landowners sign up for the program;

That Council authorize the Director of Public works to approve future Trees For All program expenses up to a maximum of \$35,000 per year until 2031 funded from the annual operating budget, provided private landowners sign up for the program.

---

**Purpose:**

The purpose of this report is to seek approval to enter into an agreement with the Niagara Peninsula Conservation Authority (NPCA) to assist with the goal of planting 1 million native trees in the Niagara Peninsula Watershed (NPW) by 2031.

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**Background:**

Trees For All is a large-scale tree planting program proposed for private land in the urban and rural areas within the Niagara Peninsula Watershed. This multi-year, planting program is being led by the Niagara Peninsula Conservation Authority and supported by a broad number of organizations and government agencies.

The objective of the program is to plant 1 million trees across the NPW by 2031, with an overall goal to improve the health of the watershed, restore woodlots and forests and build a more resilient natural system able to mitigate the impacts of climate change.

In 2021, the City of Port Colborne provided the NPCA a letter indicating the City's support in the 2 Billion Tree initiative and intention to cost-share planting projects to scale the City's planting efforts with Federal funding support.

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## **Discussion:**

In 2024, the City of Port Colborne adopted an Urban Forest Management Plan and increased operating funds for tree maintenance and planting programs to grow the City's tree canopy along with its sustainability and resilience. The first year of this program resulted in the planting of over 400 trees within the City's road and park networks and the creation of a multi year urban forest maintenance plan to begin in 2025. Staff are always seeking alternative sources of funding to support Council's strategic plan and the NPCA's Trees For All program fits within Council's Environment and Climate Change goal of growing the total tree population within the City of Port Colborne.

Since 2021, the NPCA has partnered with numerous municipalities within their watershed to lead the efforts in obtaining funding from the Federal Government's 2 Billion Trees program (2BT). The goal of the 2BT is to provide financial support to organizations to plant trees over 10 years to mitigate climate change as well as the loss of biodiversity. The NPCA successfully obtained funding from 2BT to begin planning a large-scale tree-planting program within their watershed. NPCA have completed the following objectives:

- Inventory of County lands for reforestation;
- Develop methodologies for prioritizing reforestation sites;
- Facilitate a Certified Seed Collector Workshop;
- Implement a social media campaign to invite private landowners to apply to the program;
- Created a list of private landowners interested in reforestation;
- Submit an Urban/Suburban 2BT application (larger potted/landscape trees) that is pending approval; and
- Submit a Small-Scale Rural 2BT application (small seedlings) for reforestation.

In November 2023, the NPCA submitted a subsequent Capacity Building Application to the 2BT grant with the goal of creating a seed collection community of practice. This involves the hiring of a Seed Coordinator position to facilitate the location of high-quality areas within the Niagara Region, identify gaps in species supply for tree planting and collect seeds to be stored and propagated at partner nurseries to ensure seeds and



stock are available to support the program's high-volume tree planting goals. The NPCA received notice from the Federal Government in September 2023 that the rural small-scale program would not be chosen for the next phase of the selection process, and it was placed on hold while the NPCA looked for alternative funding opportunities to continue the rural program.

Over the last year, NPCA staff revised the Trees For All program. It worked to secure partnerships with Trees Canada and Forest Ontario to partially subsidize the cost of the rural program with the balance of the program costs split between 15 municipalities according to the volume of trees to be planted in each. The goal of the rural small-scale program is to plant 350,000 trees within the NPW over the next 5 years, with an opportunity to plant more than 500,000 should extra funding be available. Under the program, 6,300 trees are planned to be planted on private land in Port Colborne under this proposed agreement.

As part of this program, the NPCA provides full turnkey project management services including procurement and storage of stock, communicating and securing agreements with landowners, educational and community programming, site preparation, preparing planting plans approved by a Registered Professional Forester, supply of labour for tree planting projects, on-site supervision and inspection of planting operations, survival assessments at years 3, 5 and 10, preparation and submission of all post-planting and final reports to funders.

The NPCA identifies that the Niagara Peninsula Watershed is part of the Carolinian life zone and is an incredibly biodiverse area. These species include, but are not limited to: White Pine, White Spruce, Tamarack, Swamp White Oak, Shagbark Hickory, Bitternut Hickory, Black Cherry, Sycamore, Hybrid Maple and Poplar, Cottonwood, and Aspen. The goal is that more shade tolerant species will naturally move in overtime as the planting transitions into a free-growing forest. Subsidizing mass plantings on private land through the NPCA's Tree for All program is an effective way to increase the City's tree canopy and restore forests on lands not utilized for agricultural production.

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### **Internal Consultations:**

This project was reviewed by Roads & Parks Division and Environmental Services Division.

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### **Financial Implications:**

In 2023 the NPCA sought out private landowners to express their interest in tree planting opportunities on their property to include as part of a planting grant application and to help share the Trees For All program. Based on preliminary mapping, the NPCA determined that approximately 6,300 saplings would be able to be planted on the

properties that expressed interest. This equates to a total obligation of \$55,000; staff propose this be funded from the City's 2025 tree planting and maintenance operating budgets.

Future opportunities may be available for the program based on property owner interest within the City. Staff recommend future requests be funded through the operating budget to a maximum of \$35,000 per year.

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### **Public Engagement:**

The Environmental Advisory Committee provided feedback and support for this program.

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### **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
  - Sustainable and Resilient Infrastructure
- 

### **Conclusion:**

Trees For All will help Canada meet climate mitigation goals by increasing tree cover and climate sequestration potential. It will help Canadians by making the watershed more climate resilient, biodiverse, and protecting species and places. Increasing forest and woodlot cover will help restore a highly degraded and fragmented ecosystem and provide greener public spaces for residents and citizens to explore.

---

Respectfully submitted,

Curtis Dray  
Manager Road and Park Operations  
905-228-8148  
[Curtis.Dray@portcolborne.ca](mailto:Curtis.Dray@portcolborne.ca)

### **Report Approval:**

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



**Subject: Request for Delegated Authority for DC Relief for Projects Initiated Before New By-law Effective Date**

**To: Council**

**From: Corporate Services Department**

Report Number: 2025-08

Meeting Date: January 28, 2025

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### **Recommendation:**

That Corporate Services Department Report 2025-08 be received; and

That Council approve the recommended amendment to Schedule A of the Delegated Authority By-law 7172/114/23 to allow the Director of Corporate Services/Treasurer to address certain potential development charge (DC) complaints where municipal delays may have caused an applicant to be subject to higher development charges due to the passing of By-law 7278/100/24.

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### **Purpose:**

The purpose of this report is to seek Council approval to delegate authority to the Director of Corporate Services/Treasurer to provide development charge (DC) relief for projects initiated prior to the passing of By-law 7278/100/24 and, had it not been for municipal requirements and approval delays, would have conceivably been able to apply for and receive a building permit under the provisions of the former By-law. This would only be in instances where frozen rates are not explicitly provided in section 26.2 of the *Development Charges Act, 1997 (DCA)*.

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### **Background:**

By-law 7278/100/24 passed on October 22, 2024, which set the current development charges to go into effect on October 23, 2024. Prior to the by-law's passing, Watson & Associates prepared a DC Background Study to establish a new rate for the next ten years based on future growth-related projects to take place across the City. This was a comprehensive process which identified critical capital works that will be required to

facilitate growth within the city, while keeping the financial burden of these projects away from the existing taxpayers. Due to the additional projects identified, the charge for a single detached dwelling unit increased from \$11,419 to \$30,529 as of the effective date of the new by-law. It should be noted that this previous amount was never indexed for inflation and would have been \$16,669 for 2024 if indexing had occurred, and the new rate for the City is on par with comparable municipalities in Niagara and Ontario.

Per the City's DC by-law and the development charge act (DCA), the development charges are calculated and payable on the date the building permit is obtained. At present, the only exception to this is for developments where a site plan or zoning amendment application was received by the City for the development prior to October 23<sup>rd</sup>. In this situation staff have the authority to utilize a different rate other than the current rate when development charges are calculated at the time of building permit issuance.

While at present there is only one exception included in the by-law, a builder could file a complaint to Council under s. 20 of the DCA under the grounds that the DCs were incorrectly determined since the process of obtaining a building permit had commenced prior to the new bylaw (7278/100/24) taking effect. The intent of the complaint would be to pay the DC value applicable prior to the new bylaw taking effect. This report, as identified in the Purpose section of this report, seeks to delegate the authority to assess the DC value applicable prior to the new bylaw taking effect, when warranted.

This report does not address questions asked about the Delegation of Authority and related metrics that were posed to the previous CAO. Staff will look for a training opportunity related to the delegation of authority for Council in the second trimester of 2025.

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## **Discussion:**

Staff have identified that there appears to be a small number of instances where the process to obtain a building permit may have occurred but was delayed by a requirement like a minor variance. In these cases, the process of obtaining a building permit began prior to the new by-law coming into effect. As identified in the Background section of this report, in these instances, there is no mechanism for staff to honour the previous by-law's rate despite delays being primarily due to municipal requirements that are not universal requirements to all building permits.

Staff anticipate very few builders are in the situation identified.

Historically the City has not had a practice of honouring historical rates at the time of permit issuance where a delay may occur. The City's current corporate values include the value of responsibility – we make tomorrow better.

To qualify, a builder would need to show substantive proof (ie. a minor variance application outstanding or recently approved) and their delay needs to be because of municipal requirements, not self-imposed restrictions on the part of the developer.

The model of delegated authority provides a mechanism to substantively reduce the time to resolve identified occurrences as and if they arise. It is not the intent for this relief of a frozen rate to apply to applicants who did not have a permit application (or a substantive precursor to one) in the queue prior to the current by-law taking effect. In the event a request is made by a builder and the DC value applicable prior the new DC bylaw coming into effect was not granted by the Director, Corporate Services/Treasurer, the builder could still apply to Council.

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### **Internal Consultations:**

Staff from Finance, Planning and Building as well as the City's Solicitors were consulted in the preparation of this report.

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### **Financial Implications:**

The financial implications of this delegation of authority would be collection of amounts that are lower than the current rates on a handful of building permits. The total amount of foregone revenue is not known at this time; however, it is anticipated to be minimal based on the rigid requirements and criteria of the delegated authority.

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### **Public Engagement:**

Prior to the passing of the current by-law, an open house was held to present the draft DC Background Study to the development community on May 1, 2024. Over one hundred email invitations were distributed ahead of the event where City staff and staff from Watson & Associates were present to provide further information on the upcoming DC by-law and field questions and concerns from the development community. The Statutory Public Meeting as required by the DCA was held on September 24, 2024 where Watson & Associates presented the Background Study and draft by-law to Council. At this meeting no public input was received, and no delegates were present, so the deadline for written submissions of public input was extended to September 27, 2024. Two written correspondences were received on this deadline, both of which were responded to prior to the by-law's passage.

The request for delegated authority comes as a result of input received from a few smaller building projects.

## **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
  - Sustainable and Resilient Infrastructure
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## **Conclusion:**

Delegation of authority to the Director of Corporate Services/Treasurer would streamline staff's ability to address potential DC complaints in a timely manner.

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## **Appendices:**

- a. Delegated Authority By-law 7172/114/23
- b. Schedule A – Delegated Authority By-law with Recommended Amendment

Respectfully submitted,

Alex Rotundo  
Supervisor of Asset Management  
905-228-8157  
[Alex.Rotundo@portcolborne.ca](mailto:Alex.Rotundo@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. 7172/114/23

Being a By-law to Delegate Certain powers and Duties under the *Municipal Act*, S.O. 2001 c.25, the *Planning Act*, R.S.O. 1990 c. P. 13, and other Acts to Municipal Officers and Employees

Whereas Section 23.1 of the *Municipal Act, 2001, S.O. 2001, c. 25* (the Act) authorizes a municipality to delegate its powers and duties under the Act or any other Act to a person or body, subject to the rules and restrictions set out in Part II of the Act;

And whereas Section 224 (d) of the Act states that it is the role of Council to ensure that administrative policies, practices, and procedures are in place to implement the decisions of Council;

And whereas Section 227 of the Act states that it is the role of officers and employees of the municipality to: (a) implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions; and (c) carry out other duties under this or any other Act and other duties assigned by the municipality;

And whereas the Council of the Corporation of the City of Port Colborne deems it expedient to delegate certain routine administrative functions to staff to improve business efficiencies while adhering to the principles of accountability and transparency,

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

**Definitions**

For the purposes of this by-law the following words shall mean:

"Act" means the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

"CAO" shall mean the Chief Administrative Officer of The Corporation of the City of Port Colborne;

"City" means The Corporation of the City of Port Colborne,

and "Corporation" has a corresponding meaning;

"City Clerk" shall mean the City Clerk of The Corporation of the City of Port Colborne, whose duties are assigned under subsection 228 (1) of the Act, and includes the Deputy Clerk or any Deputy acting under the direction of the City Clerk or any successor position thereof;

"Council" means the elected Council of The Corporation of the City of Port Colborne;

"Delegation" means duties conferred by Council on City staff, and is inclusive of both powers delegated from Council to City staff and powers granted by Council to City staff;

and "delegated power" has a corresponding meaning;

"Department Head" means a member of the Corporate Leadership Team;

"Designate" means a person appointed by an individual named in Schedule "A" to exercise their authority under this by-law;

and "delegate" has a corresponding meaning;

“Document” means any written instrument whether on paper or in electronic form including, without limiting the foregoing, any contract, agreement, deed, memorandum, letter of intent, application, permit, release, waiver or acknowledgement which, when executed, will have or is intended to have the effect of causing the City to be bound in a legally enforceable relationship with any other person, but shall not include:

- a) any cheques, bank drafts, orders for payment of money, promissory notes, acceptances, bills of exchange, debentures, and any similar instruments; and
- b) correspondence, whether by letter or in electronic form, intended to convey information or confirm a position on a matter, but not intended to create a contract or agreement between the City and any other person, whether or not a legally enforceable right or remedy is created thereby;

And “documents” has a corresponding meaning;

“Execute” means to complete the formalities intended to give effect to a document and may include any one or more of the following formalities as may be required in the circumstances:

- a) signing the document;
- b) causing the seal of the City to be affixed to the document; and
- c) causing delivery of the document to be made to the other parties thereto;

“Procurement Policy” means Administrative Policy No. FIN – 05, amended; and

“Signing officer(s)” has the meaning ascribed to it in section 18 of this By-law.

### **Administration**

1. The short title of this By-law is the “Delegation of Authority By-law”.
2. Any reference to legislation, regulations, and to by-laws in this By-law shall be interpreted to include all amendments to and any successor legislation thereof.
3. It is the opinion of Council that any of the legislative powers delegated pursuant to this By-law are of a minor nature within the meaning of subsection 23.2(4) of the Act.
4. If a court of competent jurisdiction declares any provision, or any part of a provision, of this By-law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this By-law that each and every other provision of this By-law, authorized by law, be applied and enforced in accordance with its terms to the extent possible according to law.
5. All documents to be executed shall be prepared in a sufficient number of identical originals to permit at least one executed original, which may be executed in counterparts, to be retained by the City, except that, if the document provides that electronic signatures or execution in counterparts with exchange by PDF and e-mail are sufficient, an executed original is not required.
6. The initiator of any document shall arrange for the execution of such document by the appropriate signing officers.
7. A copy of each fully executed document shall be forwarded to the Office of the City Clerk after execution, and the remaining originals, if any, shall be kept by the Department Head with primary oversight for the contract or agreement to which the document pertains.
8. The Department Head with primary oversight for a contract or agreement shall be responsible for the distribution of the executed document.



9. A document executed under authority delegated by this By-law shall first be approved as to content by the CAO and the Department Head responsible for the relevant department, or a delegate of the Department Head and, when required, approved as to form by the City Solicitor.
10. Schedule "A" – "Delegation of Powers and Duties" attached hereto forms part of this By-law.
11. Where specified, delegated authority set out in Schedule "A" to this By-law and exercised shall be reported on an annual basis to Council, or a Committee of the Council, by the Deputy CAO described as responsible for the delegated authority.


### **Nature and Scope of the Delegation of Powers and Duties**


12. Section 23.3 (1) of the Act sets out the specific circumstances in which a municipality cannot delegate its powers or duties as follows:
  - a) appointing or removing officers of the municipality whose appointment is required by the Act (i.e. Clerk or Treasurer);
  - b) imposing taxes;
  - c) incorporating corporations;
  - d) adopting or amending the official plan;
  - e) passing zoning by-laws;
  - f) passing bonusing by-laws related to small businesses operating or proposing to operate in the municipality or bonusing by-laws related to the provision of municipal capital facilities;
  - g) adopting community improvement plans which include bonusing arrangements;
  - h) adopting or amending the municipal budget; and
  - i) other powers or duties as prescribed;
13. Council delegates the powers and duties set out in the attached Schedule "A" to those officers, employees, committees or tribunals listed therein and subject to any limitations specified therein.
14. Council retains the authority to revoke any power delegated by this By-law at any time.
15. All delegations shall be deemed to include the CAO, with the exception of delegations to the City Clerk and the City Treasurer.
16. Unless otherwise noted, where there a delegation has been assigned in Schedule "A", the Delegate may further designate an individual, in writing, to act in their place. In the event of the sudden departure of a delegate, the CAO may designate an individual, in writing, to act in the delegate's place. Sub-delegations may be time-limited to service temporary absences, or long-term to facilitate corporate workflow. The maintenance of the written sub-delegation is the responsibility of delegator.
17. Where the exercise of a delegated power or duty requires the expenditure of money or subjects the Corporation to a potential financial loss or obligation, funding for the expenditure or provision for the potential loss or obligation must be included in an approved budget or managed in alignment with reserve fund policies under the advisement of the City Treasurer. All relevant requirements of the City's policies, including the Procurement Policy shall be followed as a condition to the exercise of the delegated authority.

## Appointment of Signing Officers

18. Subject to the requirements of this By-law and any statute regarding the execution of any particular kind of document, an employee or officer of the City, who at the time of execution of any document holds any of the following offices or positions, is a signing officer of the City and has the authority to execute the document on its behalf:
- a) the Mayor;
  - b) the CAO; and
  - c) the City Clerk.
19. In addition to the signing officers designated in section 18 of this By-law, a document listed in the delegation column of Schedule A of this By-law is considered a routine document, which may be executed by an employee or officer of the City of Port Colborne who, at the time of execution of the particular document, holds any one of the offices or positions set out in the delegate column of Schedule A, and they shall be considered to be signing officers but only for the limited purposes of the documents set out in Schedule A, that they are authorized to sign, provided that all other provisions of this By-law are complied with.
20. Should any position listed as a delegate in Schedule "A" become vacant, or should any such delegate be absent or otherwise unable to carry out the delegation pursuant to this By-law:
- a) if there is a By-law which designates a deputy or other acting person as having the authority of the person holding the position or office of the Delegate, such deputy or acting person is authorized to exercise the authority of the Delegate under this Bylaw; and
  - b) unless otherwise prohibited, any employee or officer of the City appointed in writing by the Delegate as acting in the position or office of the Delegate in their absence is authorized to exercise the authority of the Delegate under this By-law.

Enacted and passed this 28th day of November, 2023.

  
\_\_\_\_\_  
Eric Beauregard  
DEPUTY MAYOR

  
\_\_\_\_\_  
Saima Tufail  
ACTING CITY CLERK

**SCHEDULE “A” – Delegation of Powers and Duties**

**Office of the Chief Administrative Officer**

<u><b>Chief Administrative Officer</b></u>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Entering into agreements necessary to complete capital projects including but not limited to acquiring or disposing of easements provided value of consideration does not exceed \$100,000, pursuant to the <i>Municipal Act, 2001, SO. 2001, C.25</i> , as amended.	Chief Administrative Officer	Terms and conditions of such agreements and related documents must be acceptable to City solicitor.
Develop, approve, and implement administrative policies, procedures, and practices, including but not limited to Human Resources, pursuant to the <i>Municipal Act, 2001, SO. 2001, C.25</i> , as amended.	Chief Administrative Officer	In consultation with Manager of Human Resources and/or delegation to appropriate department director, pursuant to City policies.
<u><b>Economic Development &amp; Tourism Services</b></u>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Provide commentary, feedback, and information to provincial and federal governments regarding legislative/regulatory changes.	Manager of Strategic Initiatives	Commentary, feedback, and information provided to provincial and federal governments is to be from a staff opinion and not on behalf of the Mayor and Council.
Execute agreements for pop-up patios, pursuant to the Encroachment By-law.	Economic Development Officer	Consult with Planning and By-law Enforcement Services regarding the variance process. Report to Council.

Amend the Filming Policy for procedural purposes, pursuant to the Filming Policy/By-law.	<b>City Clerk or designate</b>	
Issue film permits, approve exemptions to the Noise By-law for projects with a film permit, and execute any related documents resulting from the administration of the Filming Policy, pursuant to the Filming Policy/By-law and the Noise By-law.	City Clerk or designate	
Negotiate with film permit applicants the price of rates and fees for any good or service not identified in the Rates and Fees By-law, pursuant to the Filming Policy/By-law and the Rates and Fees By-law.	Director, Corporate Services/Treasurer or designate	
Approve temporary road closures, intermittent traffic control, and traffic sign alteration, removal or control as requested by film permit applicants, pursuant to the Filming Policy/By-law.	Director of Public Works or designate	
Approve permits for fireworks displays and discharging of fireworks, as well as variances to the Open Air Burning and Recreational Fires By-law and Discharge of Firearms By-law, as requested by film permit applicants, pursuant to the Filming Policy/By-law and other applicable by-laws.	Fire Chief/Director of Community Safety and Enforcement or designate	
<b><u>Planning Division</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Draft Condominium Approval, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	
Draft Condominium Exemption, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	

Part Lot Control, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	Subsequent By-law to Council
Approve Site Plan Control Agreements, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	
Amendments to Site Plan Agreements, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	
Approve Development Agreements, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	
Removal of a Holding Provision when all conditions have been fulfilled, pursuant to the <i>Planning Act, R.S.O. 1990, c. P. 13.</i>	Chief Planner or designate	Subsequent By-law to Council for the removal

**Building Division**

<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Authority to enter into limiting distance agreements, pursuant to the <i>Building Code Act, 1992, S.O 1992, c. 23.</i>	Chief Building Official	Agreements acceptable to City Solicitor.
Authority to enter into conditional building permit agreements, pursuant to the <i>Building Code Act, 1992, S.O 1992, c. 23.</i>	Chief Building Official	Agreements acceptable to City Solicitor.

**City Clerk**

<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Signing authority for agreements under by-law and/or pursuant to tender awards, pursuant to the <i>Municipal Act, 2001, S.O. 2001, C.25, as amended.</i>	City Clerk	All agreements authorized by municipal by-law; affix corporate seal; two signatures required.

		Note: Deputy Mayor in absence of Mayor; Deputy Clerk or Chief Administrative Officer in absence of Clerk.
Approve the execution and/or amendment of agreements or grant applications with the Government of Canada; the Government of Ontario; an agency of the Government of Ontario or the Government of Canada; or other grantor organizations providing funding to municipalities with respect to funding commitments for City initiatives, programs or operations.	City Clerk	Subject to any City funding requirements. Applications may be made so long as the grant will not require additional expenses not already approved by Council. The grant must be at no cost to the City or funded through a current year's operating or capital budget, which has been approved by Council. Reporting to Council will be done to provide notification of a received grant.
Returning Officer responsible for administration of all municipal general elections and all by-elections, pursuant to the <i>Municipal Elections Act, 1996, S.O. 1996, c. 32.</i>	City Clerk	Prepare and update forms and written procedures for all components of conducting an election.
Designate an event as an event of municipal significance for the purpose of prescribing it as a special event occasion where an application has been made, pursuant to the <i>Liquor License Act R.S.O. 1990, c. L. 19.</i>	City Clerk	Compliance with all applicable Alcohol and Gaming Commission (AGCO) regulations. Consultation with applicable City and/or Regional approvals for licensing.
Issuance of "Letters of No Objection" for temporary liquor licence extensions, pursuant to the <i>Liquor License Act R.S.O. 1990, c. L. 19.</i>	City Clerk	Consultation with applicable City departments.
Liquor Licence Municipal Clearance (Wet/Dry Status), pursuant to the <i>Liquor License Act R.S.O. 1990, c. L. 19.</i>	City Clerk	Issue subject to municipal clearance by agencies/departments as per AGCO regulations.
Issuance of "Tag Day" approvals for non-profit organizations, pursuant to the <i>Income Tax Act (Canada).</i>	City Clerk	
Issuance of Lottery Licenses, pursuant to the <i>Criminal Code (Canada) Order in Council 1413/08 Gaming Control Act, 1992</i>	City Clerk	Compliance with all applicable AGCO regulations and Lottery Licensing Policy Manual (LLPM)

Records management oversight, pursuant to the <i>Municipal Act, 2001, S.O. 2001, C. 25</i> , as amended.	City Clerk	
All powers and duties under the <i>Municipal Freedom of Information and Protection of Privacy Act</i> , pursuant to <i>Municipal Freedom of Information and Protection of Privacy Act</i> .	City Clerk	Associated policy.
By virtue of office: Division Registrar, Commissioner of Oaths, and Licensing of Marriage, pursuant to the <i>Commissioner for Taking Affidavits Act, R.S.O. 1990, c. C. 17</i> , the <i>Marriage Act, R.S.O. 1990, c. V.4</i> , and the <i>Vital Statistics Act, R.S.O. 1990, c. V.4</i> .	City Clerk	
Marriage Officiant, pursuant to the <i>Marriage Act, R.S.O. 1990, c. V.4</i> .	City Clerk and CAO	
Municipal Licensing, pursuant to all applicable by-laws and policies.	City Clerk	Subject to all applicable by-laws and policies; consultation with applicable departmental authorities.
Approval of proclamations	City Clerk	Initial proclamation subject to council approval.

## Corporate Services

<b><u>Human Resources</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Negotiate and execute employment grants, including related documentation.	Chief Human Resources Officer (CHRO)	Consultation with appropriate department director.
Negotiate and execute contracts of employment (full-time and/or temporary), including related documentation, pursuant to the <i>Ontario Human Rights Code, AODA, MFIPPA, Pay Equity Act, and Employment Standards Act.</i>	CHRO or designate	Subject to an identified funding source.
Negotiate collective agreements and prepare and send Memoranda of Agreements pertaining to collective bargaining negotiations, provided that such memoranda are conditional upon Council approval, pursuant to the <i>Labour Relations Act.</i>	CHRO or designate	Subject to an identified funding source.  In collaboration with the CAO, Director of Corporate Services/ Treasurer, and legal representation.
Administer and execute all documentation and remit payments related to pay and payroll deductions (including but not limited to Canada Pension Plan (CPP), Employment Insurance (EI), Employer Health Tax (EHT), Long-term Disability (LTD), Ontario Municipal Employees Retirement System (OMERS) and other documentation and remittances to government agencies, unions and/or employees such as T4 tax preparation and pay equity adjustments, and others by way of court ordered deductions, pursuant to the <i>Pay Equity Act, Employment Standards Act, Canada Income Tax Act, Pension Benefits Act, Canada Pension Plan, Employment Insurance Act, Employer Health Tax Act, Workers' Compensation Act, and Ontario Municipal Employees Retirement System Act.</i>	CHRO or designate	Subject to an identified funding source.



Negotiation and execute minutes of settlement of any labour relations matter (union or non-union), including related documentation, pursuant to the <i>Labour Relations Act</i> .	CHRO or designate	Subject to an identified funding source.  In collaboration with the CAO, Director of the impacted department and legal.
Administer and execute all documentation and remit payments related to benefits that include but are not limited to health, dental, short-term disability (STD), LTD, workplace safety and insurance boards (WSIB), OMERS and execute all associated documentation, pursuant to the <i>Workplace Safety and Insurance Act</i> , <i>Pension Benefits Act</i> , <i>Workers Compensation Act</i> , and <i>Ontario Municipal Employees Retirement System Act</i> .	CHRO or designate	Subject to an identified funding source.

**Financial Services**

<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Execute agreements required for the delivery of bank and investment services to the City and related trust accounts, including agreements for purchasing cards and related electronic services but excluding credit and financing facilities such as debentures, mortgages, loans and lines of credit, pursuant to the Investment Policy, the Reserve Policy, the Procurement Policy, and all applicable by-laws.	Director, Corporate Services/Treasurer or Designate	
Transfer funds between City and related trust bank accounts and/or investments accounts to fulfill financial obligations, pursuant to the Investment Policy, the Reserve Policy, the Procurement Policy, and all applicable by-laws.	Director, Corporate Services/Treasurer or Designate	
Execute contracts on behalf of the City for future utility commodity purchases up to two years in advance to a maximum of 2/3 of historical volumes, pursuant to the Investment Policy, the Reserve Policy, the Procurement Policy, and all applicable by-laws.	Director, Corporate Services/Treasurer or Designate	Decision to purchase must be documented and based on a third-party recommendation.

Approve the write-off of an amount owing to the city and refunds disbursed from the City $\leq 0.1\%$ of the Tax Levy, pursuant to the Investment Policy, the Reserve Policy, the Procurement Policy, and all applicable by-laws.	Director, Corporate Services/Treasurer or Designate	
Implement a general insurance program, including the negotiation and execution of insurance agreements with person(s) or agencies that provide services under the general insurance program, pursuant to the Investment Policy, the Reserve Policy, the Procurement Policy, and all applicable by-laws.	Director, Corporate Services/Treasurer or Designate.	
Negotiate and settle claims against the municipality, pursuant to the <i>Municipal Act, 2001, S.O. 2001, C.25</i> , as amended, and all applicable policies and by-laws.	Director, Corporate Services/Treasurer	Consultation with insurance adjuster and appropriate department director and City's claims administration policy.
Address potential development charge complaints for projects who have substantiative proof to be initiated prior to the passing of by-law 7278/100/24, who could not obtain their permit before said passing due to municipal reviews or delays.	Director, Corporate Services/Treasurer	For projects with a site plan amendment or zoning by-law amendment application, the rate freeze permitted by s. 26(2) of the <i>Development Charges Act, 1997</i> will apply in lieu of staff relief.

**Recreation Division**

<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Issue and process permits at City recreation facilities, including but not limited to ice rentals, sports fields, parks, pavilions, and community/meeting rooms.	Manager, Recreation or Designate(s)	Follow Council approval allocation for priority users (youth, minor sports, schools, and locals first)
Execute recreation licensing agreements with user groups and stakeholders.	Supervisor, Recreation and Marina or Designate	
Approve temporary road closures for municipally-run events or events of municipal significance including, but not limited to, Canada Day, Canal Days, and the Santa Claus Parade	Director, Public Works or Manager of Operations	Road closure plan reviewed and approved by By-law. Third party events requesting road closures will be brought in a report to Council for approval unless otherwise delegated.
Approve variances or exemptions to the Noise By-law for municipally-run events or events of municipal significance including, but not limited to, Canada Day, Canal Days, and the Santa Claus Parade.	Manager of By-Law Services	Event plan reviewed and approved by By-law. Third party events requesting a variance will be brought in a report to Council for approval unless otherwise delegated.

Facilitate the disposition of abandoned boats from marina slips or storage facility.	Manager, Recreation or Designate	Consult with City Solicitor.
<b><u>Information Technology Division</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Execute agreements related to data sharing and/or licensing with third parties	Manager of Information Technology	

## Community Safety and Enforcement

<b><u>Fire and Emergency Services Division</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Enter into Fire Service Agreements for provision of fire protection services to lands located outside Port Colborne or receive services from a fire department located out of Port Colborne.	Fire Chief/Director of Community Safety and Enforcement	Agreement acceptable to City Solicitor. Report to Council.
Activate an emergency plan and implement municipal emergency control group notification.	CEMC	Decision to be made in accordance with City Emergency Plan. Mayor and CAO advised as soon as possible.
Enter into agreements for mutual or automatic aid management operations or emergency response outside scope of Emergency response such as but not limited to chemical, biological, radiological, nuclear, high yield explosive, Hazmat, confined space, high angle rescue.	Fire Chief/Director of Community Safety and Enforcement	Agreement acceptable to City Solicitor. Report to Council.
Execute agreements for emergency management and emergency response for services such as Red Cross, Transit, Niagara Region Police, Ontario Provincial Police, etc.	Fire Chief/Director of Community Safety and Enforcement	Agreement acceptable to City Solicitor. Report to Council.
Process and issue permits pertaining to fireworks displays and discharging of fireworks, pursuant to the Fireworks By-law.	Fire Chief/Director of Community Safety and Enforcement	
Designate Fire Routes once satisfied requirements have been complied with and submit to By-law for approval.	Fire Chief/Director of Community Safety and Enforcement	Council to approve designation by-law. Council pre-approval not required.

Authority to take all proper measures for prevention, control and extinguishment of fires and protection of life and property and shall exercise all powers mandated by legislation, pursuant to the <i>Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4.</i>	Fire Chief/Director of Community Safety and Enforcement	
Approval and signing authority to execute agreements and documents to provide fire and public safety training, facility and equipment rentals, and other related fees for services to external clients.	Fire Chief/Director of Community Safety and Enforcement	
Ability to review and rescind bills issued by the Fire Service.	Fire Chief/Director of Community Safety and Enforcement	
<b><u>By-law Enforcement Services</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Approve temporary noise variances, pursuant to the Noise By-law.	City Clerk/Manager of By-law Services/Fire Chief/Director of Community Safety and Enforcement	Temporary nature.
Approve minor variances to the Sign By-law including but not limited to extensions and minor technical non-compliance, pursuant to the Sign By-law.	Chief Building Official	Consult with By-law Enforcement Services and variance process. Report to Council.
Enter into Encroachment Agreements on road allowances and over easements with private property owners.	Chief Planner	Consult with By-law Enforcement Services and Director of Public Works. Agreements acceptable to City Clerk. Conditional but not limited to obtaining survey, covenants to protect the City. Once satisfied, submit by-law for Council approval.

Authority to amend the schedules that regulate stopping prohibition, stop controlled intersections, parking prohibition, limited parking restrictions, parking meter zones, commercial vehicle load permits, loading prohibitions, yield signs, prohibited turns, one-way highways, and speed limits on highways under the jurisdiction of the City of Port Colborne.	Director of Public Works	Consult with By-law Enforcement Services.
Appeal of parking ticket.	Screening Officer	
Appeal of screening review.	Hearing Officer	
Appoint a Hearing Officer, pursuant to the Inter-municipal agreement.	CAO/Director of Community Safety and Enforcement	
Appoint a Municipal Law Enforcement Officer.	Director of Community Safety and Enforcement	Report to Council.
Appoint a Property Standards Officer.	Director of Community Safety and Enforcement	Report to Council.
Negotiate and settle claims against the city within insurance deductible limit	City Clerk	Consult with Director of Community Safety and Enforcement/Manager of By-law Services.
Authority to appoint temporary staff parking enforcement	Director of Community Safety and Enforcement	

## Public Works

<b><u>Road and Transportation Services</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Designate construction zones where municipal permit involves construction or repair of a highway or works near a highway, including authority to designate a lower rate of speed for vehicles traveling in construction zones, pursuant to the <i>Highway Traffic Act, R.S.O. 1990, c. H.8.</i>	Director of Public Works	Consultation with Planning Division
Agreements, including cost sharing agreements between the City of Port Colborne and local area municipalities in Niagara Region, regarding road construction and/or road maintenance.	Director of Public Works	
Temporary reduction or lifting of load limits on highway, including designation of alternate routes where applicable.	Director of Public Works	Consultation with Fire Chief/Director of Community Safety and Enforcement and Manager of By-law Enforcement Services
Authority to declare a significant weather event in order to extend the response time to achieve Minimum Maintenance Standards, pursuant to <i>Ontario Regulation 239/02 – Minimum Maintenance Standards for Municipal Highways.</i>	Director of Public Works	
Authority to sign agreements with Railway Authorities for cost sharing or warning systems and maintenance at level railway crossings.	Director of Public Works	
Authority to provide reciprocal assistance to Public Works Departments in other local area municipalities, pursuant to the Mutual Aid Agreement between local area municipalities and the Niagara Region.	Director of Public Works	

Approve temporary road closures, intermittent traffic control, and traffic sign alteration, removal, or control.	Director of Public Works	
Authorization to close municipal parks due to seasonal restrictions, inclement weather, and emergencies which could affect the health and well-being of the community.	Director of Public Works	
Authorization to control and manage each cemetery under the jurisdiction of the City of Port Colborne, pursuant to the City Cemetery By-law and the <i>Cemeteries Act</i> .	Director of Public Works/ Manager of Operations	
<b><u>Water and Wastewater</u></b>		
<b>Delegation</b>	<b>Delegate</b>	<b>Conditions/Restrictions</b>
Authority to sign applications with the Ministry of Environment, Conservation, & Parks, pursuant to the <i>Ontario Water Resources Act</i> .	Director of Public Works	
Authority to provide reciprocal assistance to Public Works Departments in other local area municipalities, pursuant to the Memorandum of Understanding between local area municipalities and Niagara Region.	Director of Public Works	
Authority to designate the Overall Responsible Operator (ORO) and the Drinking Water Quality Management System Representative for the City's water distribution system, pursuant to the City of Port Colborne DWQMS Operational Plan and the <i>Safe Drinking Water Act</i> , O. Reg. 170-03.	Director of Public Works	





**Subject: Port Colborne Library – Memorandum of Understanding**  
**To: Council**  
**From: Corporate Services Department**

Report Number: 2025-23

Meeting Date: January 28, 2025

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**Recommendation:**

That Corporate Services Department Report 2025-23 be received; and  
That Council approve and direct the Mayor and Clerk to execute the Memorandum of Understanding between the City and the Port Colborne Public Library attached as Appendix A to this report.

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**Purpose:**

This report seeks approval for a Memorandum of Understanding (MOU) between the Port Colborne Public Library and the City.

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**Background:**

It is common practice for Library's and City's to have an MOU that outlines roles and responsibilities of each entity and how each entity can work together.

Staff at the Library and the City were directed by their respective governing bodies (Library Board and Council) to develop an MOU.

Staff at both the Library and City have worked closely together in the development of this MOU. Where appropriate, best practices were sought from other communities. Rachel Tkachuk, Library CEO, has been a tremendous advocate for the Library and working partner throughout this process. The support and diligence of Bryan Ingram, Library Chair, has been invaluable.

This MOU has already been approved by the Library Board. As the Council representative on the Library Board, Councillor Bagu's co-operative leadership helped guide the MOU's path.

## **Discussion:**

The MOU has been developed to establish and acknowledge the following:

- The Corporation of the City of Port Colborne, incorporated pursuant to the provisions of the *Municipal Act, 2001, S.O., 2002, c.25* as amended;
- The Library is The Port Colborne Public Library that has been established pursuant to the provisions of the *Public Libraries Act, R.S.O., 1990, c. P-44* as amended;
- The elected Council of the City appoints the members of the Library Board and funds the Library through the City budget process in accordance with Section 24 of the Public Libraries Act;
- The City is the owner of the facility at 310 King Street in the City of Port Colborne, including land and building;
- The Library is a separate independent corporate board of the municipality with independent corporate status from the City, subject to the provisions of the Public Libraries Act, and has been established to provide public library services to the residents of the City of Port Colborne;
- The City employs staff who have expertise in certain support service function and it is important to the Library that such expertise is utilized to the benefit of the Library;
- The City and Library are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on property taxpayers; and
- The City and Library wish to enter into a Memorandum of Understanding (MOU) to outline the shared support services provided by the City to the Library and other operational processes.

A strong working relationship, built on common purpose for the community, supported by a partnership based on strong core values, makes for a strong and productive MOU. The City's core values are integrity, respect, inclusion, responsibility and collaboration. The City and Library staff have that relationship and look forward to continuing to grow together.

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## **Internal Consultations:**

Staff have developed this MOU in partnership with the Library using leading practices from multiple other communities.

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## **Financial Implications:**

There are no changes in the current financial model between the Library and City.

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## **Public Engagement:**

Engagement to date has been internal. This MOU is a public document.

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## **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
  - Sustainable and Resilient Infrastructure
- 

## **Conclusion:**

That the MOU presented in this report be approved.

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## **Appendices:**

- a. Memorandum of Understanding between The Port Colborne Public Library and  
The Corporation of the City of Port Colborne

Respectfully submitted,

Bryan Boles, CPA, CA, MBA  
Interim CAO, Director, Corporate Services/Treasurer  
905-228-8018  
[Bryan.boles@portcolborne.ca](mailto:Bryan.boles@portcolborne.ca)

## **Report Approval:**

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**THE PORT COLBORNE PUBLIC  
LIBRARY**  
(hereinafter referred to as the "Library")

-and-

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

**WHEREAS** the City is The Corporation of the City of Port Colborne, incorporated pursuant to the provisions of the *Municipal Act, 2001, S.O., 2002, c.25* as amended;

**AND WHEREAS** the Library is The Port Colborne Public Library that has been established pursuant to the provisions of the *Public Libraries Act, R.S.O., 1990, c. P-44* as amended;

**AND WHEREAS** the elected Council of the City appoints the members of the Library Board and funds the Library through the City budget process in accordance with Section 24 of the Public Libraries Act;

**AND WHEREAS** the City is the owner of the facility at 310 King Street in the City of Port Colborne, including land and building;

**AND WHEREAS** the Library is a separate independent corporate board of the municipality with independent corporate status from the City, subject to the provisions of the *Public Libraries Act*, and has been established to provide public library services to the residents of the City of Port Colborne;

**AND WHEREAS** the City employs staff who have expertise in certain support service function and it is important to the Library that such expertise is utilized to the benefit of the Library;

**AND WHEREAS** the City and Library are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on property taxpayers;

**AND WHEREAS** the City and Library wish to enter into a Memorandum of Understanding (MOU) to outline the shared support services provided by the City to the Library and other operational processes.

**NOW THEREFORE** this agreement witnesses that in consideration of the Library funding and facility provided and the obligations herein expressed and for the other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledge) the Library and City hereby agree as follows:

## 1) Acknowledgement of Management Roles and Relationship

- a) CAO refers to the Chief Administrative Officer for the City of Port Colborne. The CAO is an employee of the City Council.
- b) CEO refers to the Chief Executive Officer who is Secretary and Treasurer for The Port Colborne Public Library. The CEO is an employee of the Library Board.
- c) The Director of Corporate Services / Treasurer of the City of Port Colborne is an employee of the City reporting to the City CAO. Whereas the Library's financial statements are consolidated into the City's financial statements, the City Treasurer will have all the powers and authority of the Library Treasurer, including the responsibility to prepare and attest to the Library audited financial statements.
- d) The Library agrees that financial transactions can be processed through the City bank account(s) with reconciliations through due to/from account(s). Cheques written from the City bank account(s) can be signed by City cheque signatories provided the underlining transaction are first approved by the Library CEO or designate.
- e) The City CAO and/or Director of Corporate Services / Treasurer will meet regularly either together or separately to discuss matters of joint interest.
- f) The City CAO and Library CEO may each designate members of their respective staffs to address any items that may arise out of the operation of this MOU.
- g) While it is understood that the Library CEO does not have the authority to direct City Staff, it is agreed that the Library CEO may directly approach City Directors and Managers for assistance and support as necessary to coordinate support services and other topics identified in this MOU, inclusive of any attached schedules.

## 2) Purpose

- a) The Library in its capacity as a library under the Public Libraries Act in the City of Port Colborne shall:
  - i) Share congruent values of the City.
  - ii) Provide residents with library services and resources in the City of Port Colborne in accordance with the *Public Libraries Act*.
  - iii) Establish and maintain a strategic plan, including mission and vision that is congruent with the City.
  - iv) Be inclusive in the foster of a welcoming, livable, and healthy community.
  - v) Abide by all applicable laws and regulations.

## 3) Term, Updates and Dispute Resolution

- a) This MOU shall commence on September 1, 2024 and continue until such time as either party terminate or review this MOU.
- b) This MOU shall be reviewed in the second year of each Public Library board term.

- c) Either party may terminate or review this MOU upon providing to the other party no less than six months written notice after making a bonafide effort to resolve any dispute, through the processes identified in 3 (e) of this MOU, that has or is causing the action of termination.
- d) If at any time during the term of this agreement either party deems it necessary or expedient to make any alteration or addition to this MOU, the party desiring the alteration or addition shall give written notice of the proposed amendment(s) to the other party. If agreement to the amendment(s) is obtained, an addendum to this MOU will be prepared or this MOU will be updated to incorporate the proposed amendment(s). The addendum or updated MOU will commence at a mutually agreed upon date to be incorporated into the addendum or updated MOU once approved by City Council and the Library Board.
- e) Any matters in dispute between the parties in relation to this MOU may be referred by either party to a committee to be struck including two members of City Council and two members of the Library Board who are not also Councillors, and the City CAO and Library CEO. This committee shall be tasked with determining a process of dispute resolution which may include third party mediation.

#### 4) **Covenants**

- a) The City and Library agree to:
  - i) share and consult with each other regarding any service delivery review that may either impact upon, or be helpful to either or both parties.
  - ii) commit to ongoing collaboration with regard to programs and services, in order to minimize duplications and schedule conflicts, and to maximize opportunities.
  - iii) share policies and procedures and for Library policies and procedures to be equal to or greater than City policies and procedures when addressing topics related to risk management and the related protection of people, the environment, property and the corporations referring to both the City and Library.
  - iv) consult each other prior to making changes to policies and procedures that could impact the other organization or the risk profile of either organization.
  - v) the provision of support services identified in Schedule A.
  - vi) the recording of costs related to support services identified in Schedule A being reported in the financial reporting of the Library and for those costs to be funded by the City. The costs recorded in many cases will be allocated costs using allocation methodology consistent with the Province of Ontario Financial Information Return.
  - vii) coordinate programing and events, including the communication of programing and events through shared outlets, including but not limited to a shared digital community calendar and front counter teams.
  - viii) Liaise in decision making for closures outside of normal schedule hours, including but not limited to weather events.
- b) The City and Library agree that the:

- i) Library is the sole employer of Library employees.
- ii) City nor any of its' employees will provide legal advice. Should the Library require legal advice external legal counsel should be obtained.
- iii) Customary legal costs associated with support services such as collective bargaining and contract negotiation for the procurement of goods and services will be paid by the City. All other legal costs will be the responsibility of the Library.
- iv) Library will adopt and adhere to the requirements of any City Risk Management and Insurance Program(s), including Cyber Security.
- v) The Library will be included under the City's insurance program and Library Board members will be afforded the same insurance coverage as City Councillors.
- vi) Library shall offer City services through the Library which are appropriate to improved service to the community, provided the delivery of such services is within the scope and skill of the Library employees, do not require additional Library staff or additional funding to staff the service is provided, and do not impact on other services provided by employees of the Library.
- vii) Library agendas and minutes of the Library Board are presented to Council for information only.

**5) Indemnity**

- a) The Library shall defend, indemnify and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Library, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this MOU.

**6) Notices**

- a) Any demand, notice, direction, or other communication made or given hereunder (Communication) shall be in writing and shall be made or given by personal delivery, courier, facsimile transmission, or sent by registered mail, charges prepaid, addressed as follows:

To the Library:	Attention: Secretary Port Colborne Public Library 310 King Street Port Colborne, ON L3K 4H1
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	(905) 834-6512
To the City:	Attention: City Clerk 66 Charlotte Street Port Colborne, ON L3K 3C8 (905) 835-2900

or to such other address or facsimile number as either party may, from time to time, designate in accordance with this section.

- b) Any communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, on the first business day thereafter. Any communication made or given by email on a business day before 5:00 p.m. (local time of the recipient) shall be conclusively deemed to have been given and received on such business day, and otherwise shall be conclusively deemed to have been given and received on the first business day following the transmittal thereof. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth business day following the date of mailing but if, at the time of mailing or within five business days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this section. When used in this agreement, "business day" shall mean a day other than a Saturday, Sunday, or any statutory holiday in the Province of Ontario.

**7) General Provisions**

- a) The City and Library shall, without charge, at any time and from time to time, within ten (10) days after request by the other party, certify by written instrument to the other party or any other person, firm or corporation specified by the other party, that this agreement is unmodified and in full force and effect (or, if there have been any modifications, that this agreement is in full force and effect as modified and stating the modifications), whether or not there are then existing any known set-offs or defences against the enforcement of any of the agreements, terms, covenants or conditions of the certifying party and, if so, specifying the nature of same and confirming the dates, if any, to which any charges hereunder have been paid.
- b) This agreement constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this agreement, neither party makes any representation or warranty, express or implied, statutory, or otherwise, to the other. This agreement may not be amended or modified except by a written instrument executed by both parties.



- c) If any covenant, provision, or restriction contained in this agreement is found to be void or unenforceable in whole or in part by a competent authority, it shall not affect or impair the validity of any other covenant, provision or restriction and, without limitation, each of the covenants, provisions and restrictions contained herein and hereby declared to be separate and distinct covenants, provisions and restrictions.
  
- d) Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

**IN WITNESS WHEREOF** the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

THE CORPORATION OF THE CITY OF PORT COLBORNE

\_\_\_\_\_  
William C. Steele, Mayor

\_\_\_\_\_  
Bryan Boles, Interim CAO

\_\_\_\_\_  
Charlotte Madden, City Clerk

THE PORT COLBORNE PUBLIC LIBRARY

\_\_\_\_\_  
Bryan Ingram, Chair

\_\_\_\_\_  
Rachel Tkachuk, CEO

## **SCHEDULE “A”**

### **Support Services**

- 1) The City and Library agree the City’s Human Resource (HR) Department will:
  - a) Provide advice to the Library
  - b) Maintain job descriptions and the pay equity plan at the direction of the Board with respect to the Library CEO and at the direction of the Library CEO with respect to all other Library employees
  - c) Support the Library with recruitment, performance appraisals, discipline and termination as requested by the Board or Library CEO
  - d) Administer the payroll and benefit program of the Library
  - e) Administer health and safety claims of the Library
  - f) Provide Library employees access to City wide training and wellness programs
  - g) Communicate with individual Library employees directly and confidentially, as applicable, to fulfill the agreed upon support services
- 2) The City and Library agree the City’s Financial Service (Finance) Department will:
  - a) Provide advice to the Library
  - b) Support the Library with the budget process as requested by the Board or Library CEO
  - c) Perform banking and investment services
  - d) Perform accounting and tax services
  - e) Support procurement tasks and initiatives
  - f) Make available and maintain a purchasing card program
  - g) Administer development charge
  - h) Maintain reserve accounts
  - i) Support the Library with accounts receivable as requested by the Library CEO
  - j) Preparation of annual financial statements
  - k) Coordinate the Library audit(s) and tax filings
- 3) The City and Library agree the City’s Information Technology (IT) Department will:
  - a) Support all City related software and hardware used by the Library
  - b) Provide second level support for Library specific software
  - c) Support the Library in maintaining any software and hardware inventory listing to support current and future planning needs that ties into the City’s Asset Management Plan (AMP)
- 4) The Library agrees to use the same software and information technology systems and follow City related policies and procedures or maintain equal to or greater than City

policies and procedures when addressing topics related to risk management and the related protection of people, the environment, property and the corporations referring to both the City and Library related to:

- a) Human resource and payroll system
  - b) Accounting system
  - c) Payment processing system(s)
  - d) Core infrastructure technology platforms and/or related software for email, data storage and retention
  - e) Website platform
  - f) Cell and office phone system
  - g) Internet
- 5) City and Library agree the City's Facilities Department will:
- a) Facilitate all facility related capital projects
  - b) Facilitate all maintenance
  - c) Facilitate all property management tasks, including but not limited to facility cleaning and grounds maintenance
  - d) Incorporate Library assets in the City's AMP
- 6) The City and Library agree the City's Clerk Department will:
- a) Provide advice to the Library
  - b) Coordinate board training, as required, and in consultation with the Library CEO.

**From:** mary.wiley@communitypotential.ca <mary.wiley@communitypotential.ca>

**Sent:** Wednesday, January 15, 2025 8:52 AM

**To:** ptodd@forterie.ca; vsteele@grimsby.ca; jkirkelos@lincoln.ca; bmatson@niagarafalls.ca; clerks@notl.com; hwillford@pelham.ca; City Clerk <cityclerk@portcolborne.ca>; ddelvecchio@stcatharines.ca; Nicholas.Debono@thorold.ca; mluey@wainfleet.ca; clerk@welland.ca; jscime@westlincoln.ca; Ann-Marie.Norio@niagararegion.ca

**Subject:** The Age-Friendly Niagara Council is looking for volunteer Board Members!

You don't often get email from [mary.wiley@communitypotential.ca](mailto:mary.wiley@communitypotential.ca). [Learn why this is important](#)

Hello,

You are receiving this email because you are a municipal Clerk in one of the thirteen municipalities in the Niagara region.

Please share the following (and attached) information with your municipality's Council Members and Staff.

### **The Age Friendly Niagara Council (AFNC) is currently looking for volunteer Board Members**

The [AFNC](#) works to elevate the profile, leadership and engagement of older adults in Niagara, and to foster a caring community that optimizes quality of life as people age. Its vision is for a community for all ages.

If you are interested in strengthening Niagara as a welcoming community for people of all ages, and have work, life or community experience with older adults and wellness, please consider this opportunity.

We are looking for candidates who are able to attend regular Board meetings, participate in at least one Board committee, and actively represent the AFNC in the community.

For more information, please see: <https://www.agefriendlyniagara.com/in-the-news/call-for-applications-the-age-friendly-niagara-council-is-looking-for-board-members/>

The AFNC Board of Directors Application Form is available at: <https://forms.gle/GMMNx5bpjE15Uwb8A>

The AFNC Nominating Committee will be in touch with all applicants who submit their application.

Thanks,  
Mary Wiley, on behalf of the AFNC



**Mary Wiley**  
*Director of Engagement*  
**905-650-0872**

Email: [mary.wiley@communitypotential.ca](mailto:mary.wiley@communitypotential.ca) [www.livinginniagarareport.com](http://www.livinginniagarareport.com)



## Who We Are

The Age-Friendly Niagara Council (AFNC) is an incorporated group of local citizens, volunteers, community partners and municipal leaders who have joined together to learn about, take action on and champion age-friendly community principles, with a vision of Niagara as a 'community for all ages.' To learn more about the AFNC, visit [About Us](#).

## Why join our Board of Directors?

- Make a difference by supporting and collaborating with a vibrant and growing demographic in Niagara
- Advocate for and empower older adults
- Foster intergenerational relationships and collaboration

## About The Role

The AFNC is seeking volunteer board members to join its founding Board of Directors. The position requires attendance at regular board of director meetings, as well as all member meetings, including the annual general meeting. Candidates must have interest in and intention to work on committees that tackle issues of interest to older adults in the Niagara region, while fostering intergenerational relationships and collaboration.

## What You'll Do / Key Responsibilities

- Attend AFNC Board meetings and others such as the Annual General meeting.



## AFNC Call for Board Member Applications – January, 2025 (cont'd)

- Actively participate in the Board's discussion and work projects; prepare for meetings by contributing to and reviewing the agenda and examining the resource documents.
- Volunteer for, willingly accept and complete committee work assignments
- Prepare for and participate in discussions and deliberations of the Board.
- Be aware of and avoid any conflict of interest.
- Maintain confidentiality of sensitive financial and corporate information.
- Follow AFNC policy and procedures.

### Qualifications/Skills

- Lived experience with an understanding of aging and intergenerational relationships
- Board or Committee experience.
- Strong communication skills, both verbal and written.
- An understanding of parliamentary procedures.
- Knowledge and skills in one or more areas of Board governance: policy, finance, programs, and/or personnel.

### Term

The term of office for the Director at Large is three (3) years. The Director at Large is eligible for election for a maximum of two (2) consecutive terms.

### How To Apply

If you're interested in this position, please fill out the application at:

<https://forms.gle/GMMNx5bpjE15Uwb8A>





December 4, 2024

SENT VIA EMAIL

**Attention:** LOCAL MUNICIPALITIES

At its meeting on November 26, 2024, Welland City Council passed the following motion:

“WHEREAS, Welland along with other Ontario cities are left to manage issues of encampments, homelessness, mental health and addiction without adequate resources and support, despite mental health care, addiction treatment, and housing being provincial responsibilities; and

WHEREAS, all levels of government must collaborate and take immediate action to address the homelessness and mental health crisis affecting our communities; and

WHEREAS, effective programs exist, but require the cooperation of all levels of government, municipalities, and community partners; and

WHEREAS, the City of Welland recognizes the province’s leadership in considering all tools available to assist municipalities in managing this crisis. However, existing legal parameters often hinder Welland’s ability to effectively enforce the standards and safety protocols necessary to address unauthorized encampments; and

WHEREAS, residents and businesses are impacted, and there is a need for people to feel safe in downtowns and public spaces; and further

WHEREAS, by invoking the notwithstanding clause, the City of Welland would be better equipped to manage these challenges.

NOW THEREFORE IT BE RESOLVED THAT THE COUNCIL OF THE CITY OF WELLAND formally requests the Province of Ontario to invoke the notwithstanding clause in Section 33 of the Canadian Charter of Rights and Freedoms, to empower Welland to enact temporary bylaws that prioritize the health and safety of all residents while ensuring responsible and dignified support for those experiencing homelessness; and

THAT City of Welland is also working with the Region of Niagara to expand the shelter system, including a new shelter in Welland by the end of this year. While housing of all types remains a priority, the issue of encampments, including mental health and addiction in public spaces, has become significant; and

THAT the City of Welland is committed to collaborating with the provincial government to address the root causes of homelessness, balancing compassion with the need for public safety and city integrity; and further





Office of the City Clerk

905-735-1700

clerk@welland.ca

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THAT I, Frank Champion, Mayor for the City of Welland, request Council to support the request to the Province of Ontario to invoke the notwithstanding clause in Section 33 of the Canadian Charter of Rights and Freedoms; and further  
THAT Welland City Council amend the last paragraph to add until December 31,2026.

Yours truly,

A handwritten signature in blue ink that reads 'T. Stephens'.

**Tara Stephens**

Director of Legislative Services/City Clerk

December 17, 2024

**CL 17- 2024, December 12, 2024**  
**BRCOTW 7-2024, December 5, 2024**

***Distribution List***

***SENT ELECTRONICALLY***

**Niagara Regional Police Service and Police Service Board 2025 Operating Budget**

Regional Council, at its meeting held on December 12, 2024, approved the following recommendation of its Budget Review Committee of the Whole:

That Memorandum BRC-C 14-2024, dated December 5, 2024, respecting 2025 Proposed Operating Budget – Niagara Regional Police Service and Police Service Board Response to Budget Reduction Request, **BE RECEIVED** and the following **BE APPROVED**:

1. That Correspondence Item BRC-C 7-2024, dated November 5, 2024, respecting 2025 Proposed Operating Budget - Niagara Regional Police Service and Police Service Board, **BE RECEIVED**;
2. That Niagara Regional Council **DIRECT** the Regional Chair to write a letter to Premier Doug Ford and Solicitor General Michael Kerzner to request that the increase in the Niagara Regional Police Services operating budget of \$10,323,969 (5.7%) as a result of the replacement of the Police Services Act with the Community Safety and Policing Act, be funded by the province, rather than through the tax levy funded by the property taxes of Niagara residents; and
3. That this motion and the letter written by the Regional Chair **BE CIRCULATED** to all 12 local area municipalities, Niagara's four MPPs, the Association of Municipalities of Ontario (AMO), Ontario's Inspectorate of Policing, and the Niagara Regional Police Service Board.

A copy of the letter from the Regional Chair is attached to this letter.

Yours truly,



Ann-Marie Norio

Regional Clerk

CLK-C 2024-126

Distribution List:

- Local Area Municipalities
- Local MPPs
- Association of Municipalities of Ontario (AMO)
- Ontario Inspectorate of Policing
- Niagara Regional Police Service Board



**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](mailto:jim.bradley@niagararegion.ca)

[www.niagararegion.ca](http://www.niagararegion.ca)

---

December 17, 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](mailto:premier@ontario.ca)

Honourable Michael Kerzner, Solicitor General  
George Drew Building 18<sup>th</sup> Floor  
25 Grosvenor Street  
Toronto, ON M7A 1Y6

Sent by e-mail: [michael.kerzner@ontario.ca](mailto:michael.kerzner@ontario.ca)

**RE: Community Safety and Policing Act Impact on Property Taxpayers in  
Niagara**

Dear Premier Ford and Solicitor General Kerzner,

As directed by Niagara Regional Council at its December 12 meeting, I am writing to you today to highlight the financial impact that the recently implemented *Community Safety and Policing Act* has had on property taxpayers in Niagara.

Currently the Niagara Regional Police Service budget comprises nearly 40 per cent of Regional property taxes paid by Niagara residents. As part of its 2025 budget deliberations, Regional Council learned that the changes mandated by the *Community Safety and Policing Act* has directly resulted in \$10 million in increased costs for the police service, which must be borne by property taxpayers in Niagara.

I would like to make it clear that Regional Council strongly supports the positive changes made in the *Community Safety and Policing Act*, and places great value in the important work done in our community every day by frontline police officers. However, the costs associated with these changes, and the subsequent property tax increases the Region must make to cover them, are making it even more difficult for Niagara's residents to pay their bills and are contributing to the unaffordability crisis affecting all our municipalities.

As you are aware, municipalities have limited opportunities to generate the revenue for these significant changes, and as such, are faced with the choice to either make significant sacrifices to core municipal services or make significant increases to local property tax bills.

Re: Community Safety and Policing Act Impact on Property Taxpayers in Niagara

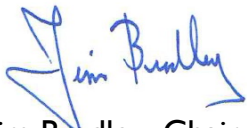
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Council would like to commend the Province of Ontario for recognizing the hardships these challenges are placing on municipalities, and for wisely proposing an additional \$77 million to top up the police budgets in those municipalities serviced by the Ontario Provincial Police. However, it is important to recognize that municipalities who operate independent police services face these very same costs.

In a letter to Solicitor General Kerzner dated December 7, the Ontario Association of Chiefs of Police (OACP) noted several concerns, including the unintended impact on municipal budgets, the difficulty navigating these service changes, local bargaining and wage increases, and a public perception of rising policing costs among the public, among others. Regional Council respectfully asks that the Province consider providing equal funding to Niagara Region and other municipalities to ensure police services across Ontario are able to fulfill the mandate of the *Community Safety and Policing Act* without placing additional financial burdens on property taxpayers. Our council also joins with the OACP in calling for more clarity from the government on equitable funding models available to all police services across the province and other long-term, sustainable solutions to address the financial challenges municipalities across our province are facing due to policing costs.

I sincerely appreciate your consideration of this matter and look forward to your response.

Sincerely,



Jim Bradley, Chair  
Niagara Region

cc: 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)  
Ontario's Inspectorate of Policing  
Niagara Region Police Services Board

JB:bn

City Clerk's Office

**Secretariat**  
Sylvia Przedziecki  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2

Tel: 416-392-7032  
Fax: 416-392-2980  
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Sylvia.Przedziecki@toronto.ca  
web: www.toronto.ca

**In reply please quote:  
Ref.: 24-MM23.1**

(Sent by Email)

December 20, 2024

**ALL ONTARIO MUNICIPALITIES:**

**Subject: Member Motion Item 23.1  
Declaring Toronto a Paid-Plasma-Free Zone - by Councillor Chris Moise,  
seconded by Councillor Alejandra Bravo (Ward All)**

City Council on November 13 and 14, 2024, adopted [Item MM23.1](#) and in doing so, has forward this item to Canadian Blood Services, federal, provincial and territorial Ministers of Health, Grifols Pharmaceuticals, and all Ontario Municipalities and requested that they support only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma.

Yours sincerely,

*Niko Markakis*, for

for City Clerk

S. Przedziecki/mp

Attachment

Sent to: All Ontario Municipalities  
Chief Executive Officer, Canadian Blood Services  
Chief Executive Officer, Grifols Canada

c. City Manager

## City Council

### Member Motions - Meeting 23

MM23.1	ACTION	Adopted		Ward: All
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### Declaring Toronto a Paid-Plasma-Free Zone - by Councillor Chris Moise, seconded by Councillor Alejandra Bravo

#### City Council Decision

City Council on November 13 and 14, 2024, adopted the following:

1. City Council express its opposition to the operation of private for-profit blood collection companies in the City.
2. City Council forward this item to Canadian Blood Services, federal, provincial and territorial Ministers of Health, Grifols Pharmaceuticals, and all Ontario Municipalities and request that they support only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma.

#### Summary

In the City of Toronto, we uphold the principle of voluntary blood and plasma donation, acknowledging its vital importance as a public good. Our commitment derives from the lessons of Canada’s tainted blood crisis, which tragically claimed approximately 8,000 lives. The subsequent Royal Krever Commission urged a fully voluntary, non-payment oriented blood and plasma donation system.

Within our Ontario healthcare system, we perceive blood donations as a priceless public resource, underscoring the need to safeguard the integrity of the public, voluntary donor system.

The Voluntary Blood Donations Act of Ontario strengthens this stance, legislating against the payment of donors and prohibiting donors from receiving financial compensation for their blood or plasma.

Canada Blood Services plans to open five paid plasma clinics, including one in Toronto, by 2025. This issue needs immediate attention and action. The public health community has raised concerns about Grifols Pharmaceuticals' plans to open a Toronto clinic. It's vital we protect vulnerable residents from exploitation by for-profit plasma collection companies offering cash for blood-plasma, a predatory practice.

In bringing this motion forward, we strive to reinforce the principles of voluntary, non-remunerated blood and plasma donation, protecting both the integrity of Canada’s public blood system and the dignity of blood donors.

## **Background Information (City Council)**

Member Motion MM23.1

<https://www.toronto.ca/legdocs/mmis/2024/mm/bgrd/backgroundfile-249600.pdf>

Attachment 1 - Resolution to Declare the City of Hamilton a "No Paid Plasma Zone"

<https://www.toronto.ca/legdocs/mmis/2024/mm/bgrd/backgroundfile-250144.pdf>



**Subject:** Re: Resolution from the Northern Ontario Women's Caucus (NOW Caucus)

You don't often get email from [lauren.rooyakkers@eastferris.ca](mailto:lauren.rooyakkers@eastferris.ca). [Learn why this is important](#)

CORRECTED:

Resolution from Northern Ontario Women's Caucus (NOW Caucus)

WHEREAS an arbitrator's investigation into claims of sexual harassment against MPP Michael Mantha concluded during the investigation that the claims were substantiated;

AND WHEREAS in August 2023, MPP Michael Mantha was removed from the NDP caucus after allegations of workplace misconduct were substantiated by multiple witness interviews and video evidence;

AND WHEREAS Ontario residents have requested that the NOW Caucus request that Michael Mantha resign from his position as M.P.P. as they believe that based on the investigation that substantiated the sexual harassment allegations that he does not have the integrity and trust required of the office to effectively represent the Algoma-Manitoulin, particularly the women living in the riding;

AND WHEREAS elected officials at all levels should be held to the same standards as every working Ontarian, operating under workplace violence and harassment policies.

THEREFORE BE IT RESOLVED that NOW Caucus call on Michael Mantha to resign from his position as M.P.P. of the Algoma-Manitoulin Riding immediately.

AND FURTHER that this Resolution be circulated to the 444 municipalities, the office of Michael Mantha, Premier Ford, Marit Stiles, Leader of the Ontario NDP, Bonnie Crombie, Leader of the Ontario Liberal Party, Mike Shreiner, Ontario Green Party, AMO, ROMA, FONOM, and NOMA.

Moved – Melanie Baril, Regional Vice Chair (FONOM Region) ;

Seconded: Lindsay Koch, Regional Vice Chair (NOMA Region)

CARRIED



# The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0  
Phone: (807) 825-3315 Fax: (807) 825-9576

November 19, 2024

Honorable Anita Anand,  
President of the Treasury Board and Minister of Transportation  
House of Commons  
Ottawa, ON K1A 0A6  
Via Email: [Anita.anand@parl.gc.ca](mailto:Anita.anand@parl.gc.ca)

Her Worship Mayor Olivia Chow  
Office of the Mayor  
City Hall, 2<sup>nd</sup> Floor  
100 Queen St. W.  
Toronto, ON M5H 2N2  
Via Email: [mayor\\_chow@toronto.ca](mailto:mayor_chow@toronto.ca)

Dear Minister Anand and Mayor Chow,

At the Township of Terrace Bay Regular Council Meeting held on Monday October 21, 2024 the following resolution of support was passed.

## **Re: NOMA Letter re Billy Bishop Airport Support**

### **Resolution 293-2024**

**Moved By: Councillor St. Louis**

**Seconded By: Councillor Adduono**

WHEREAS Billy Bishop Airport serves more than 2 million passengers per year, making it the 9th-busiest airport in Canada, 5th-busiest serving the US market, 3rd busiest airport in Ontario, and making it a critical component of the national and regional air transportation system; and

WHEREAS the airport provides daily connections to the North with service to Thunder Bay, Sault Ste. Marie, Timmins and Sudbury, and enables access to many other neighbouring communities;

and WHEREAS Billy Bishop Airport is a critical access point for Northern communities for economic opportunities, tourism, social connectivity and critical medical care located in downtown Toronto;

WHEREAS the airport operates under a Tripartite Agreement among the City of Toronto, Transport Canada and PortsToronto, and that agreement is set to expire in 2033; and

WHEREAS the airport is seeking to secure its long-term future through a process to modernize and extend the Tripartite Agreement to drive sustainable growth and enhanced access and connections for passengers and the communities it connects to;

NOW THEREFORE BE IT RESOLVED THAT the Northwestern Ontario Municipal Association is seeking urgent action from the City of Toronto, PortsToronto and Transport Canada to commence a process and conclude it by the end of 2025 to modernize the current Tripartite Agreement and secure the future of Billy Bishop Airport.



## The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0  
Phone: (807) 825-3315 Fax: (807) 825-9576

AND FURTHER BE IT RESOLVED THAT a copy of this motion be sent to Hon. Anita Anand - President of the Treasury Board and Minister of Transport, Mayor Olivia Chow – Toronto City, Hon. Soraya Martinez Ferrada - Minister of Tourism, Government of Canada, Hon. François-Philippe Champagne - Minister of Innovation, Science and Industry - Government of Canada, Hon. Arun Thangaraj - Deputy Minister of Transport Canada - Government of Canada, John D. Elvidge - City of Toronto – Clerk, Paul Johnson - City of Toronto - City Manager, Jag Sharma - City of Toronto - Deputy City Manager, RJ Steenstra - President and CEO - Ports Toronto, Sandra Papatello – Chair of Board of Directors - Ports Toronto, Neil Pakey - President and CEO - Nieuport Aviation, Hon. Prabmeet Sarkaria - Minister of Transportation - Government of Ontario, Hon. Vic Fedeli - Minister of Economic Development, Job Creation and Trade - Government of Ontario, MP Patty Hajdu (Thunder Bay - Superior North), MP Marcus Powlowski – Thunder Bay-Rainy River, MP Eric Melillo – Kenora, MPP Greg Rickford, (Kenora – Rainy River), MPP Kevin Holland, (Thunder Bay - Atikokan), MPP Lise Vaugeois, (Thunder Bay - Superior North), and all NOMA member municipalities - CAOs and Clerks.

Sincerely,

J. Hall  
Chief Administrative Officer/Clerk

**CC:**

Minister of Tourism – Soraya Martinez Ferrada [Soraya.martinezferrada@parl.gc.ca](mailto:Soraya.martinezferrada@parl.gc.ca)  
Minister of Innovation, Science and Industry – Francois-Philippe Champagne [francois-philippe.champagne@parl.gc.ca](mailto:francois-philippe.champagne@parl.gc.ca)  
Deputy Minister of Transport Canada – Arun Thangaraj [arun.thangaraj@tc.gc.ca](mailto:arun.thangaraj@tc.gc.ca)  
City of Toronto Clerk -John D. Elvidge [jelvidge@toronto.ca](mailto:jelvidge@toronto.ca)  
City of Toronto Manager – Paul Johnson [paul.r.johnson@toronto.ca](mailto:paul.r.johnson@toronto.ca)  
City of Toronto Deputy Manager – Jag Sharma  
Ports Toronto President and CEO – RJ Steenstra and Ports Toronto Board of Directors Chair – Sandra Papatello [chair@portstoronto.com](mailto:chair@portstoronto.com)  
Nieuport Aviation President and CEO – Neil Pakey [neil@nieuport.com](mailto:neil@nieuport.com)  
Minister of Transportation – Prabmeet Sarkaria [prabmeet.sakaria@pc.ola.org](mailto:prabmeet.sakaria@pc.ola.org)  
Minister of Economic Development, Job Creation and Trade – Vic Fedeli [vic.fedelico@pc.ola.org](mailto:vic.fedelico@pc.ola.org)  
MP Patty Hajdu [patty.hajdu@parl.gc.ca](mailto:patty.hajdu@parl.gc.ca)  
MP Marcus Powlowski [marcus.powlowski@parl.gc.ca](mailto:marcus.powlowski@parl.gc.ca)  
MP Eric Melillo [eric.melillo@parl.gc.ca](mailto:eric.melillo@parl.gc.ca)  
MPP Greg Rickford [greg.rickford@pc.ola.org](mailto:greg.rickford@pc.ola.org)  
MPP Kevin Holland [kevin.holland@pc.ola.org](mailto:kevin.holland@pc.ola.org)  
MPP Lise Vaugeois [lvaugois-qp@ndp.on.ca](mailto:lvaugois-qp@ndp.on.ca)  
All Ontario Municipalities



Representing the Districts of Kenora, Rainy River and Thunder Bay  
P.O. Box 10308, Thunder Bay, ON P7B 6T8  
www.noma.on.ca  
p. 807.683.6662 e. admin@noma.on.ca

October 7, 2024

Honourable Anita Anand  
President of the Treasury Board and Minister of Transport  
House of Commons  
Ottawa, ON, K1A 0A6  
Via Email: [Anita.Anand@parl.gc.ca](mailto:Anita.Anand@parl.gc.ca)

Her Worship Mayor Olivia Chow  
Office of the Mayor  
City Hall, 2nd Floor  
100 Queen St. W.  
Toronto, ON M5H 2N2  
Via Email: [mayor\\_chow@toronto.ca](mailto:mayor_chow@toronto.ca)

Re: The Future for Billy Bishop Airport Requires Urgent Action and a Modern Governing Agreement

Dear Minister Anand and Mayor Chow,

I am writing to you to express my support for the sustained operation and development of Billy Bishop Toronto City Airport. As the President of the Northwestern Ontario Municipal Association, I am extremely concerned to learn that the Tripartite Agreement that governs operations at the Airport expires in 2033 – less than 9 years from now.

Billy Bishop Airport provides a critical service and point of connection for the North. Many of my community members rely on Billy Bishop airport to visit family, connect through to other destinations for work, travel and tourism or to access critical medical services, the convenience and ease of Billy Bishop Airport cannot be matched. It has been reported widely that Northern Ontario communities have experience drastic reductions in air service coming out of the COVID pandemic. Reliable air connectivity available through Billy Bishop Airport is an important economic and social lifeline for my community.

We were pleased to see the Federal Government's investment in a US Customs and Border Patrol preclearance facility, which is expected to open in 2025. This is welcomed news for communities in Northwestern Ontario as it will enable more and better connections through Billy Bishop Airport and amplify the airport's already strong economic contribution. We viewed this investment in the airports long term future as recognition of the very important role the airport has come to play for the communities it connects including Northwestern Ontario – very much at odds with an agreement that expires in a matter of years.

To that end, we would implore you, as signatories to the Tripartite Agreement, to commence a process to modernize the Tripartite Agreement and secure the long-term future of Canada's 9<sup>th</sup>-busiest airport and 3<sup>rd</sup>-busiest in Ontario. My community members rely on this service, and we

want to see even more connections and expanded services to the North. As elected leaders, we have a responsibility to think past our own front doors, reflect the needs of all of our constituents and those beyond our communities who are impacted by our decisions. Certainty about the airport's long-term future should not be something we as leaders should need to think long about. **The time is now for the parties of the agreement to move forward with urgency to ensure this vital piece of transportation infrastructure and the important connections it facilitates are sustained.**

Sincerely,



---

Wendy Landry  
President, Northwestern Ontario Municipal Association  
Mayor, Municipality of Shuniah

Cc:

Hon. Soraya Martinez Ferrada, Minister of Tourism, Government of Canada  
Hon. François-Philippe Champagne, Minister of Innovation, Science and Industry, Government of Canada  
Hon. Arun Thangaraj, Deputy Minister of Transport Canada, Government of Canada  
John D. Elvidge, City of Toronto, Clerk  
Paul Johnson, City of Toronto, City Manager  
Jag Sharma, City of Toronto, Deputy City Manager  
RJ Steenstra, President and CEO, Ports Toronto  
Sandra Papatello, Chair, Board of Directors, Ports Toronto  
Neil Pakey, President and CEO, Nieuport Aviation  
Hon. Prabmeet Sarkaria, Minister of Transportation, Government of Ontario  
Hon. Vic Fedeli, Minister of Economic Development, Job Creation and Trade, Government of Ontario  
MP Patty Hajdu (Thunder Bay - Superior North)  
MP Marcus Powlowski – Thunder Bay-Rainy River  
MP Eric Melillo – Kenora  
MPP Greg Rickford, (Kenora – Rainy River)  
MPP Kevin Holland, (Thunder Bay - Atikokan)  
MPP Lise Vaugeois, (Thunder Bay - Superior North)  
All member municipalities - CAOs and Clerks



**Subject: Community Engagement on the Future of Healthcare in Port Colborne**

**To: Council**

**From: Office of the Chief Administrative Officer**

Report Number: 2025-19

Meeting Date: January 28, 2025

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**Recommendation:**

That Chief Administrative Officer Report 2025-19 be received; and

That Council direct staff to implement the proposed comprehensive public engagement plan outlined in this report.

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**Purpose:**

On December 3, 2024, Council considered Report 2024-255 regarding the Port Colborne hospital, including a request from Niagara Health for a \$6.2-million local share contribution to the South Niagara Hospital and a proposal to increase primary care services in Port Colborne.

Council requested that staff bring back a comprehensive public engagement plan to gather feedback from the community regarding the primary care proposal, the local share contribution, and the future of the Niagara Health site in Port Colborne.

---

**Background:**

Niagara Health is working toward a three-hospital system, which will ultimately include facilities in St. Catharines, Niagara Falls, and Welland. A new hospital, known as the South Niagara Hospital, is under construction in Niagara Falls and is expected to open in 2028.

The South Niagara Hospital will be a 469-bed facility offering a full scope of hospital services including emergency, critical care, diagnostics, therapeutic and surgical

services, as well as Centres of Excellence in Complex Care, Wellness in Aging and Stroke.

When the South Niagara Hospital opens, Niagara Health will vacate its site in Port Colborne and will stop delivering healthcare services at the Port Colborne Urgent Care Centre currently located within the facility – expected in 2028.

To prepare for this shift, on December 3, Council considered a proposal regarding an innovative partnership between the City of Port Colborne, Niagara Health and Lockview Medical Group that would strengthen access to primary care in Port Colborne, while also contributing a \$6.2-million local share to support the purchase of furniture, fixtures, and equipment at the South Niagara Hospital.

The proposed partnership is multi-phased and interconnected:

The first phase would see the City of Port Colborne temporarily lease vacant space within the west wing of the Port Colborne site from Niagara Health and then sub-lease it to the Lockview Medical Group.

The Lockview Medical Group would complete a small renovation and then build out a comprehensive primary care clinic, attracting new family physicians to Port Colborne, and offering expanded primary care services, as soon as this year.

Once Niagara Health transitions out of the Port Colborne site in 2028, Niagara Health has agreed to transfer ownership of the site to the City for a nominal fee of \$2, in return for the \$6.2-million local share request supporting the South Niagara Hospital (if the final phase can be achieved).

Finally, in order to fund the \$6.2-million local share without a heavy burden on Port Colborne taxpayers, staff proposed that a developer be sought through a public process to develop the Niagara Health site in Port Colborne. This could include new multi-residential units, an all-new expanded medical clinic, and/or additional health and wellness offerings for the community.

At the December 3, 2024 meeting, Council requested that staff bring back a comprehensive public engagement plan to gather feedback from the community regarding the proposal, the local share contribution, and the future of Niagara Health's Port Colborne site. The proposed public engagement plan is outlined below. Should Council decide to approve the proposed partnership with Niagara Health and the Lockview Medical Group, additional public consultation would occur, particularly related to the proposed development on the site, as the project progresses.

Also at the December 3 meeting, Council requested the leases for the initial primary care expansion within the west wing of the Port Colborne site, with both Niagara Health and Lockview Medical Group, be brought forward for consideration. At this time, these

leases are still in progress and will come forward to a future Council meeting. One challenge in finalizing a proposed lease is determining what happens once Niagara Health vacates the site, if the City does not take over the facility.

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## **Discussion:**

Staff are proposing a comprehensive public engagement plan that would gather feedback from the community regarding the proposed primary care expansion, the local share contribution to the South Niagara Hospital site, and the future of Niagara Health's Port Colborne site.

The engagement plan has several high-level objectives, including:

- **Inform the community:** Ensure the community has clear, transparent, and accessible information about the proposed partnership.
- **Gather feedback:** Provide residents with a wide range of in-person and virtual channels so they can freely share their thoughts and ideas.
- **Promote inclusion:** Actively involve diverse community voices to facilitate conversations and representation from often underrepresented groups.
- **Identify concerns and opportunities:** Review feedback to highlight areas of alignment and identify potential improvements or alternatives to the proposal.
- **Ensure transparency:** Provide the community with access to the feedback collected to demonstrate how this information informs Council's decision-making.

The proposed engagement plan includes a variety of channels and mediums to ensure all key audiences are aware of the opportunity to provide feedback and can do so in a way that works best for them. If approved, this plan would include:

1. Online survey / feedback form
2. Paper-based survey / feedback form
3. Pop-up engagements / in-person survey opportunities
4. In-person open houses / drop-in sessions
5. Virtual town hall / panel discussion with community Q&A
6. Stakeholder engagement through Mayor's Healthcare Services Working Group
7. Youth engagement through Mayor's Youth Advisory Committee

Each item is discussed further below:

### **1. Online survey / feedback form**

An online survey would launch on January 29, 2025, and would ask multiple-choice and open-ended questions for community members to offer their thoughts



on the proposed partnership and the future of Niagara Health's Port Colborne site. Multiple-choice questions are an efficient option to collect and analyze feedback, while open-ended questions allow community members to provide qualitative insights in their own words. The survey would close on February 21, 2025.

**2. Paper-based survey / feedback form**

To accommodate community members without access to the online survey, an identical paper-version would be available at various city facilities (City Hall, Vale Health & Wellness Centre, Port Colborne Public Library), local healthcare facilities, and other key locations throughout the community. The surveys would be collected for analysis beginning February 21, 2025.

**3. Pop-up engagements / in-person survey opportunities**

A small team of City staff would spend two to three days visiting key locations to engage with residents in-person, using iPads to ask similar questions to the online survey and reporting back on interactions and feedback received. This information would be analyzed and incorporated into the results to be shared with the Council in late March.

**4. In-person open houses / drop-in sessions**

City staff would host a series of in-person drop-in style open houses on Wednesday, February 19 and Thursday, February 20. Daytime and evening sessions allow residents to attend when it suits their schedule and talk with City staff, representatives from Niagara Health, representatives from the Mayor's Healthcare Working Group, and more. Exact times and locations will follow.

**5. Virtual town hall / panel discussion with community Q&A**

This interactive virtual event would allow community members the opportunity to engage directly with key spokespeople in a live panel discussion. Residents would be able to submit questions in real-time via chat or a Q&A feature, with a host moderating the event to ensure panelists are able to respond with detailed explanations and provide additional insights. The session would be recorded and archived on the City's website for future reference. The virtual town hall would be a valuable opportunity for residents who may not be able to attend the in-person open houses, allowing them to actively participate and engage in real-time with those involved in the project. The virtual town hall would be scheduled for mid-to-late February.

## **6. Stakeholder engagement through Mayor’s Healthcare Services Working Group**

The Mayor’s Healthcare Services Working Group was established in 2023. It is comprised of active and retired healthcare professionals, business and community representatives, City staff, and Mayor Steele. The working group will be asked to offer insights and perspectives and will also be asked to share the other public engagement activities within their networks.

## **7. Youth engagement through the Mayor’s Youth Advisory Committee**

Ensuring younger members of the community have a voice in the project is a key component. The Mayor's Youth Advisory Committee will be asked to offer insights and perspectives from the youth demographic and will also be asked to share the other public engagement activities with their networks.

Successfully communicating about the engagement opportunities will be a vital part of gathering enough meaningful feedback to support Council's decision-making process. The Corporate Communications team would launch a comprehensive communications campaign to promote the engagement opportunities, which would include (but not be limited to):

- Sharing information on the City’s website
- Posting social media content and events on City channels
- Digital advertising opportunities
- Postcards with a QR code delivered to each household
- Media outreach/promotion
- Hard-copy posters with QR codes directed to the online survey shared in key community locations and with community special interest groups
- An article in the February edition of City Hall News
- ...and more.

The engagement project would begin on Wednesday, January 29 and end on Friday, February 21. Once completed, results would be collected, analyzed, and provided to Council in a comprehensive summary report in late March 2025.

This engagement plan ensures residents have a meaningful role in shaping healthcare access and development in Port Colborne, fostering a collaborative approach to these important community decisions.

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### **Internal Consultations:**

City staff from Corporate Communications, Corporate Services, Development and Government Relations, and the Office of the Mayor and CAO have been working collaboratively with Niagara Health, the Health Services Working Group, and Dr. Vandenberg on ensuring the best possible primary care services can be made available to Port Colborne residents. These key audiences would also be involved in supporting the implementation of the public engagement plan.

---

### **Financial Implications:**

This report is focused primarily on the public engagement activities related to expanding primary care in Port Colborne, the future of Niagara Health's Port Colborne site, and the local share contribution towards the new South Niagara Hospital. All costs related to the public engagement activities are captured in the 2025 operating budget.

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### **Public Engagement:**

Since 2011, there has been considerable public information provided regarding hospital restructuring to a three-hospital system in Niagara. Community discussions and capital submissions to the Ministry of Health for a new hospital in South Niagara were initiated in 2018 and there has been active and ongoing public engagement. According to information on Niagara Health's website, the community planning and public engagement for the South Niagara Hospital includes the following: 196 Subject Matter Experts involved in user group planning meetings in 2020; 550 hours of group planning meetings with stakeholders in 2020; 5000+ residents provided online feedback; and hundreds more shared their thoughts in person, through emails, phone calls and at public events.

Niagara Health leadership gave a community update and held an open house in Port Colborne on March 21, 2024. The Mayor's Healthcare Services Working Group was formed in 2023 to create a strategy and action plan to ensure that Port Colborne has access to primary care when the Urgent Care Centre closes. There has been media coverage about the Committee's work and updates in public at Council meetings.

The proposed public engagement plan outlined in this report would build on the work that has already been completed to engage further with residents to gather feedback regarding the proposed primary care expansion, the local share contribution to the South Niagara Hospital site, and the future of Niagara Health's Port Colborne site.

## **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
  - Sustainable and Resilient Infrastructure
- 

## **Conclusion:**

Niagara Health is working toward a three-hospital system, which will ultimately include facilities in St. Catharines, Niagara Falls, and Welland. A new hospital, the South Niagara Hospital, is under construction in Niagara Falls and is expected to open in 2028. When the South Niagara Hospital opens, Niagara Health will vacate its Port Colborne site and will stop delivering healthcare services at the Port Colborne Urgent Care Centre currently located within the facility – expected in 2028.

To prepare for this shift, on December 3, Council considered a proposal regarding an innovative partnership between the City of Port Colborne, Niagara Health and Lockview Medical Group that would strengthen access to primary care in Port Colborne, while also contributing a \$6.2-million local share to support the purchase of furniture, fixtures and equipment at the South Niagara Hospital.

This report presents a proposed public engagement plan that would gather feedback from the community regarding the proposed primary care expansion, the local share contribution to the South Niagara Hospital site, and the future of Niagara Health's Port Colborne site. The engagement plan includes digital, paper-based, virtual and in-person opportunities for residents to provide meaningful feedback that Council can use to support their decision-making going forward. It also provides a plan to engage key audiences through community service groups to ensure marginalized audiences are included and have a genuine opportunity to provide their feedback.

Results of the public engagement initiative and recommendations on next steps would be presented to Council in late March.

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Respectfully submitted,

Bryan Boles, CPA, CA, MBA  
Interim CAO, Director of Corporate Services/Treasurer  
905-228-8018  
[Bryan.Boles@portcolborne.ca](mailto:Bryan.Boles@portcolborne.ca)

Jasmine Peazel-Graham  
Manager, Corporate Communications  
905-228-8067  
[Jasmine.Peazel-Graham@portcolborne.ca](mailto:Jasmine.Peazel-Graham@portcolborne.ca)

**Report Approval:**

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



**PORT COLBORNE**

**Subject: Community Engagement on Licensed Childcare in Port Colborne**

**To: Council**

**From: Office of the Chief Administrative Officer**

Report Number: 2025-20

Meeting Date: January 28, 2025

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**Recommendation:**

That Chief Administrative Officer Report 2025-20 be received; and

That Council direct staff to implement the public engagement plan regarding expanding licensed childcare spaces in Port Colborne, and the proposed location at the former Visitors Centre as outlined in this report.

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**Purpose:**

This report seeks Council's approval to engage with the community and determine support for the expansion of licensed childcare spaces in Port Colborne and the proposed location at the former Visitors Centre.

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**Background:**

On August 27, 2024, Council considered Report 2024-115 regarding expanding the number of licensed childcare spaces in Port Colborne. The report cited a clear need for spaces within Port Colborne and described the opportunity to partner with the YMCA of Niagara and the Niagara Region. Council directed staff to jointly apply with the YMCA of Niagara to the Niagara Region to request more licensed childcare spaces in Port Colborne. Council also directed staff to, pending the Region's approval of additional spaces, procure architectural services for a childcare centre at the Vale Health & Wellness Centre.

Discussions with the YMCA of Niagara and the Niagara Region are ongoing and have been very positive to date. At this time, staff are recommending shifting the location of the expanded childcare spaces from the Vale Health & Wellness Centre to the former Visitor Information Centre at Main Street and Mellanby Avenue (76 Main Street West).

Staff will continue to work with partners to identify a financial model that supports using the Vale Health & Wellness Centre.

The former Visitors Centre was identified because it better supports a financial model that would encompass lease payments, development charges and the limited contribution of tax dollars from assessment growth. It is anticipated that the exact model for funding will evolve with the project application and request for proposal/construction phase, should Council decide to move forward after the proposed public engagement is complete. Since the former Visitors Centre is a smaller and less complex facility when compared to the Vale Health & Wellness Centre, and is currently vacant, it makes for a strong option for additional childcare spaces on a shorter timeline.

As identified in the August 27, 2024 report, the operating costs of the new childcare centre would be the responsibility of the YMCA of Niagara. There would be no cost to the City to provide the childcare services.

The City would continue working closely with the YMCA of Niagara and Niagara Region on an application to increase licensed childcare spaces and to ensure Port Colborne remains a priority area in need of additional spaces.

In the meantime, staff are recommending a public engagement campaign that would collect input from residents regarding the expansion of licensed childcare in Port Colborne, and the possibility of using the former Visitor Information Centre, an historic building in Port Colborne, as the initial location.

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## **Discussion:**

The former Visitors Centre building at 76 Main Street was originally built in 1852 and was made from cut stone taken from the Welland Canal. It was designated a property with heritage value under By-law 1062/9/81. It is the oldest architect-designed structure in Port Colborne, and was originally used as City Hall, and later as a jail.

The proposed expanded childcare project would bring an additional 3,500 to 3,900 square feet in additional space to the existing building footprint. The project would include a single-storey addition to the back (south) side of the existing building. Proceeding with the design phase of the project would include working closely with a heritage planner and continued consultation with the City's Heritage Committee.

The expansion at the former Visitors Centre would bring an additional 49 childcare spaces for infants, toddlers, and preschoolers, and bring new purpose to this vacant building in the heart of Port Colborne.

Given the potential site for the expanded childcare location is within a municipal facility with identified heritage and cultural history, staff are recommending engaging with the public to determine their thoughts to increasing the square footage of the building with an addition, recognizing any addition or renovations would be done with a heritage consultant to ensure compliance with Heritage legislation.

On January 20, 2025 staff met with the City's Heritage Committee to discuss the possibility of using the former Visitors Centre for childcare. The Committee supported obtaining public engagement with an understanding that this project would maintain and preserve the historical significance and heritage aspects of the current building. Should Council decide to proceed after reviewing public feedback, staff plan to consult with the Heritage Committee throughout the project.

To support Council's decision making going forward, staff have proposed a public engagement plan that would gather feedback from the community regarding the proposed expansion of licensed childcare spaces within Port Colborne. The engagement plan has several high-level objectives, including:

- **Gather feedback:** Engage residents meaningfully through a variety of channels and mediums, both in-person and virtually, to gather input from community members with an interest in childcare in Port Colborne.
- **Identify concerns and opportunities:** Gather valuable feedback to highlight areas of alignment and identify potential improvements in the proposed plans.
- **Inform the community:** Educate the community about the proposed heritage site expansion and addition of childcare options, and ensure information is clear, transparent, and accessible.
- **Ensure transparency:** Share the collected feedback online in a clear and accessible format, allowing both Council and the community to see the input and understand how it informs decision-making.

At this stage, staff recommend an online and paper-based survey / feedback form as the primary means for conducting the community engagement project.

An online survey would launch on February 3, 2025, and would ask multiple-choice and open-ended questions to gauge community members thoughts on the proposed heritage site expansion and its potential use for additional childcare options in Port Colborne. Multiple-choice questions allow for easy collection and analysis of the feedback, while open-ended questions allow community members an opportunity to answer in their own words, offering additional qualitative insights. The survey would close on February 14, 2025.

Since not all community members have access to or are comfortable with answering an online survey, an identical version of the online survey would be distributed in a paper-version at various City facilities (City Hall, Vale Health & Wellness Centre, Port Colborne Public Library). The surveys would be collected in a box and then collected for analysis beginning February 14, 2025.

Successfully communicating about the survey opportunity would be a vital part of gathering enough meaningful feedback to support Council's decision-making process. The Corporate Communications team would launch a comprehensive communications campaign to promote the engagement opportunity, which would include (but not be limited to):



- Sharing information on the City's website
- Posting social media content and events on City channels
- Hard-copy posters with QR codes directed to the online survey shared in key community locations and with community special interest groups
- ...and more.

The childcare engagement project would begin on Monday, February 3 and end on Friday, February 14. Once completed, results would be collected and analyzed, and will be provided to Council in a comprehensive summary report in March 2025.

This engagement plan ensures residents have a meaningful role in determining how to best support community growth and the future of childcare in Port Colborne, fostering a collaborative approach to these important community decisions.

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### **Internal Consultations:**

The Corporate Leadership Team proposed the original expansion of licensed childcare spaces in Port Colborne. Since then, staff from Finance, Recreation, Public Works, Corporate Communications and Planning have provided input on the potential project.

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### **Financial Implications:**

This report is focused primarily on the public engagement activities related to expanding licensed childcare spaces in Port Colborne at the former Visitor Information Centre facility. All expenses related to the public engagement activities are captured in the 2025 operating budget.

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### **Public Engagement:**

The City continues to have discussions with the YMCA of Niagara and Niagara Region Children's Services. The implementation of the proposed public engagement plan for childcare would expand this and gather input from a variety of other audiences and residents in the community.

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### **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:**

Expanded access to quality licensed childcare supports childhood learning and development and enables working families in Port Colborne to achieve a work-life balance. This public engagement initiative would gather feedback from the community regarding the expansion of licensed childcare spaces within Port Colborne. It includes an online and paper-based survey that would allow residents an opportunity to provide feedback that Council can use to support their decision-making related to childcare going forward. Results of the public engagement initiative would be presented to Council in March.

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Respectfully submitted,

Bryan Boles, CPA, CA, MBA  
Interim CAO, Director of Corporate Services/Treasurer  
905-228-8018  
[Bryan.Boles@portcolborne.ca](mailto:Bryan.Boles@portcolborne.ca)

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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.

**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  
SG Real Estate Development III Land Corp.**

Whereas at its meeting of January 28, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report 2025-17 Subject: Agreement of Purchase and Sale – City Land (Killaly St. E.)

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with SG Real Estate Development III Land Corp. regarding the disposition of City real estate; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with SG Real Estate Development III Land Corp. regarding the disposition of City real estate.
2. That the Mayor and the 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 28<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Charlotte Madden  
City Clerk

## Schedule A

### AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the \_\_\_\_ day of January, 2025.

BETWEEN:

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

- and -

**SG REAL ESTATE DEVELOPMENT III LAND CORP.**  
the “Purchaser”)

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

#### 1. Real Property

(a) Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as:

- a. RESERVE B PL 871 PORT COLBORNE PART 1 PLAN SN761126; CITY OF PORT COLBORNE, being all of PIN 64164-0516 (LT); and
- b. PART OF LOTS 23 AND 24 CONCESSION 1 HUMBERSTONE, BEING PART 1, PLAN 59R-17399, being part of PIN 64164-0453 (LT)

(collectively 1(a)a. and 1(a)b. above are described as the “**Property**”); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser prior to plan registration which are legally described as PART LOTS 23 AND 24 CONCESSION 1 HUMBERSTONE AS IN HU18858 (FIRSTLY); TOGETHER WITH AN EASEMENT AS IN HU18858; CITY OF PORT COLBORNE, being all of PIN 64164-0504 (LT) (collectively, the “**Adjoining Parcels**”).

#### 2. Payment of Purchase Price

The purchase price for the Property is NINETY FOUR THOUSAND SIX HUNDRED AND THIRTY DOLLARS AND TWENTY-SEVEN CENTS (\$94,630.27) (the “**Purchase Price**”) plus Harmonized Sales Tax (“**H.S.T.**”), payable as follows:

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

(b) On closing, the sum of EIGHTY FOUR THOUSAND SIX HUNDRED AND THIRTY DOLLARS AND TWENTY-SEVEN CENTS (\$84,630.27), subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal and surveying costs incurred by the Vendor, 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. The surveying and legal costs to date are

currently estimated at \$9,882.73, which, for greater certainty, does not include the Vendor's legal costs incurred with preparing this Agreement and completing the closing contemplated herein.

### 3. **Title Clause**

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

### 4. **Assignment**

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

### 5. **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.

### 6. **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.

## **7. Future Use**

- (a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement. The Purchaser covenants to use the Property for purposes of stormwater management, flood retention, and noise attenuation.
- (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.

## **8. Closing Date**

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Closing Date**”).

## **9. 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor in connection with the purchase and sale transaction contemplated herein. H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T.

only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* ("ETA"), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

#### **10. 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's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PINs for the Adjoining Parcels.
- (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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. Non-Registration**

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledges 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.

#### **17. Business Day**

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

#### **18. 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.

#### **19. 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.

## **20. 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 ensure 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.

## **21. 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.

## **22. 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 \_\_\_\_\_, 2024, after which time, if not accepted, such offer shall become null and void.

[next page is signature page]

IN WITNESS WHEREOF the Purchaser have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

**SG REAL ESTATE DEVELOPMENT III  
LAND CORP.**

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

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

Per: \_\_\_\_\_  
Name:  
Title:  
We have authority to bind the Corporation.

**The Corporation of the City of Port Colborne**  
**By-law No. \_\_\_\_\_**

**Being a By-law to Authorize entering into an Agreement of Purchase and Sale with 1000677999 Ontario Inc., regarding Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT).**

Whereas at its meeting of January 28<sup>th</sup>, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Department Report 2025-03 Subject: Sale of Page Street Road Allowance; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with 1000677999 Ontario Inc. Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT) for the sale price of \$4,867.50 plus agreed upon expenses; 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 1000677999 Ontario Inc., for the sale of Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT) for the purchase price of \$4,867.50 plus agreed upon expenses 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 28<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
William C. Steele  
Mayor

\_\_\_\_\_  
Charlotte Madden  
City Clerk

## Schedule A

### AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

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

- and -

**1000677999 ONTARIO INC.**  
the “Purchaser”)

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

#### 1. Real Property

(a) Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as Part of Page Street (formerly Bell Street), Plan 785 Humberstone, being Part 1, Plan 59R-18257; Port Colborne, being part of PIN 64150-0070 (LT) (the “Property”);

(b) Prior to Closing, the Vendor will register on title to the Property a By-law passed by the City of Port Colborne which stops up and closes the Property pursuant to the provisions of the *Municipal Act, 2001*; and

(c) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as PT BRIDGE ST PL 785 HUMBERSTONE (FORMERLY STEELE ST, AS CLOSED BY BYLAW BL24); PT LT 12 PL 785 HUMBERSTONE; PT LT 17 PL 785 HUMBERSTONE; PT LT 18 PL 785 HUMBERSTONE AS IN BB12227; PORT COLBORNE, being all of PIN 64150-0068 (LT) (collectively, the “Adjoining Parcel”).

#### 2. Payment of Purchase Price

The purchase price for the Property is FOUR THOUSAND EIGHT-HUNDRED AND SIXTY-SEVEN DOLLARS AND FIFTY CENTS (\$4,867.50) (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 ONE THOUSAND DOLLARS (\$1,000.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor’s solicitors (the “Deposit”). The Deposit will be held in trust pending completion or other termination of this transaction, and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) On closing, the Purchaser will be pay the sum of THREE THOUSAND EIGHT-HUNDRED AND SIXTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,867.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at \$2,900.00 plus HST, the costs for the public notices issued as part of

the road closing are estimated at \$1,535.00 plus HST, and the legal costs incurred by the Vendor are estimated at \$2,000.00 plus HST.

### 3. **Title Clause**

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

### 4. **Assignment**

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

### 5. **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.

### 6. **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.

## **7. 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.

## **8. Closing Date**

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the 27th day of February, 2025 (the “**Closing Date**”).

## **9. 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* (“**ETA**”), together a warranty and indemnity,

satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

#### **10. 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's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PINs for the Adjoining Parcel.
- (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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. Non-Registration**

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledges 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.

#### **17. Business Day**

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

#### **18. 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.

#### **19. 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, ON L3K 3C8

Attention: Chief Administrative Officer

To the Purchaser:

15 Hillcrest Road  
Port Colborne, ON L3K 6B4

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.

## **20. 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.

## **21. 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.

## **22. 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 \_\_\_\_\_, 2025, after which time, if not accepted, such offer shall become null and void.

[next page is signature page]

**IN WITNESS WHEREOF** the Purchaser have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

**1000677999 ONTARIO INC.**

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

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation.

**IN WITNESS WHEREOF** the Vendor has executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

Per: \_\_\_\_\_  
Name:  
Title:  
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 a Memorandum of Understanding with The Port Colborne Public Library**

Whereas at its meeting of January 28, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Corporate Services Department, Report No. 2025-23, Subject: Port Colborne Public Library – Memorandum of Understanding; and

Whereas Council is desirous of entering into a Memorandum of Understanding with the Port Colborne Public Library (Library), for the purposes of sharing congruent values of the City, providing residents with library services and resources in the City of Port Colborne in accordance with the *Public Libraries Act*, establishing and maintaining a strategic plan, including mission and vision that is congruent with the City, being inclusive in the fostering of a welcoming, livable, and health community, and abiding by all applicable laws and regulations; 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 a Memorandum of Understanding with the Port Colborne Public Library, for the purposes of sharing congruent values of the City, providing residents with library services and resources in the City of Port Colborne in accordance with the *Public Libraries Act*. establishing and maintaining a strategic plan, including mission and vision that is congruent with the City, being inclusive in the fostering of a welcoming, livable, and health community, and abiding by all applicable laws and regulations.
2. That the Mayor and City Clerk be, and they are hereby authorized and directed to sign the said Memorandum of Understanding, 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 28<sup>th</sup> day of January 2025.

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William C. Steele  
Mayor

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Charlotte Madden  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**THE PORT COLBORNE PUBLIC  
LIBRARY**  
(hereinafter referred to as the "Library")

-and-

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

**WHEREAS** the City is The Corporation of the City of Port Colborne, incorporated pursuant to the provisions of the *Municipal Act, 2001, S.O., 2002, c.25* as amended;

**AND WHEREAS** the Library is The Port Colborne Public Library that has been established pursuant to the provisions of the *Public Libraries Act, R.S.O., 1990, c. P-44* as amended;

**AND WHEREAS** the elected Council of the City appoints the members of the Library Board and funds the Library through the City budget process in accordance with Section 24 of the Public Libraries Act;

**AND WHEREAS** the City is the owner of the facility at 310 King Street in the City of Port Colborne, including land and building;

**AND WHEREAS** the Library is a separate independent corporate board of the municipality with independent corporate status from the City, subject to the provisions of the *Public Libraries Act*, and has been established to provide public library services to the residents of the City of Port Colborne;

**AND WHEREAS** the City employs staff who have expertise in certain support service function and it is important to the Library that such expertise is utilized to the benefit of the Library;

**AND WHEREAS** the City and Library are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on property taxpayers;

**AND WHEREAS** the City and Library wish to enter into a Memorandum of Understanding (MOU) to outline the shared support services provided by the City to the Library and other operational processes.

**NOW THEREFORE** this agreement witnesses that in consideration of the Library funding and facility provided and the obligations herein expressed and for the other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledge) the Library and City hereby agree as follows:

**1) Acknowledgement of Management Roles and Relationship**

- a) CAO refers to the Chief Administrative Officer for the City of Port Colborne. The CAO is an employee of the City Council.
- b) CEO refers to the Chief Executive Officer who is Secretary and Treasurer for The Port Colborne Public Library. The CEO is an employee of the Library Board.

- c) The Director of Corporate Services / Treasurer of the City of Port Colborne is an employee of the City reporting to the City CAO. Whereas the Library's financial statements are consolidated into the City's financial statements, the City Treasurer will have all the powers and authority of the Library Treasurer, including the responsibility to prepare and attest to the Library audited financial statements.
- d) The Library agrees that financial transactions can be processed through the City bank account(s) with reconciliations through due to/from account(s). Cheques written from the City bank account(s) can be signed by City cheque signatories provided the underlining transaction are first approved by the Library CEO or designate.
- e) The City CAO and/or Director of Corporate Services / Treasurer will meet regularly either together or separately to discuss matters of joint interest.
- f) The City CAO and Library CEO may each designate members of their respective staffs to address any items that may arise out of the operation of this MOU.
- g) While it is understood that the Library CEO does not have the authority to direct City Staff, it is agreed that the Library CEO may directly approach City Directors and Managers for assistance and support as necessary to coordinate support services and other topics identified in this MOU, inclusive of any attached schedules.

## 2) Purpose

- a) The Library in its capacity as a library under the Public Libraries Act in the City of Port Colborne shall:
  - i) Share congruent values of the City.
  - ii) Provide residents with library services and resources in the City of Port Colborne in accordance with the *Public Libraries Act*.
  - iii) Establish and maintain a strategic plan, including mission and vision that is congruent with the City.
  - iv) Be inclusive in the foster of a welcoming, livable, and healthy community.
  - v) Abide by all applicable laws and regulations.

## 3) Term, Updates and Dispute Resolution

- a) This MOU shall commence on September 1, 2024 and continue until such time as either party terminate or review this MOU.
- b) This MOU shall be reviewed in the second year of each Public Library board term.
- c) Either party may terminate or review this MOU upon providing to the other party no less than six months written notice after making a bonafide effort to resolve any dispute, through the processes identified in 3 (e) of this MOU, that has or is causing the action of termination.
- d) If at any time during the term of this agreement either party deems it necessary or expedient to make any alteration or addition to this MOU, the party desiring the alteration or addition shall give written notice of the proposed amendment(s) to the other party. If agreement to the amendment(s) is obtained, an addendum to this MOU will be prepared or this MOU will be updated to incorporate the proposed amendment(s). The addendum or updated MOU will commence at a mutually agreed upon date to be incorporated into the addendum or updated MOU once approved by City Council and the Library Board.
- e) Any matters in dispute between the parties in relation to this MOU may be referred by either party to a committee to be struck including two members of City Council and two members of the Library Board who are not also Councillors, and the City CAO and Library CEO. This committee shall be

tasked with determining a process of dispute resolution which may include third party mediation.

#### 4) **Covenants**

- a) The City and Library agree to:
  - i) share and consult with each other regarding any service delivery review that may either impact upon, or be helpful to either or both parties.
  - ii) commit to ongoing collaboration with regard to programs and services, in order to minimize duplications and schedule conflicts, and to maximize opportunities.
  - iii) share policies and procedures and for Library policies and procedures to be equal to or greater than City policies and procedures when addressing topics related to risk management and the related protection of people, the environment, property and the corporations referring to both the City and Library.
  - iv) consult each other prior to making changes to policies and procedures that could impact the other organization or the risk profile of either organization.
  - v) the provision of support services identified in Schedule A.
  - vi) the recording of costs related to support services identified in Schedule A being reported in the financial reporting of the Library and for those costs to be funded by the City. The costs recorded in many cases will be allocated costs using allocation methodology consistent with the Province of Ontario Financial Information Return.
  - vii) coordinate programming and events, including the communication of programming and events through shared outlets, including but not limited to a shared digital community calendar and front counter teams.
  - viii) Liaise in decision making for closures outside of normal schedule hours, including but not limited to weather events.
- b) The City and Library agree that the:
  - i) Library is the sole employer of Library employees.
  - ii) City nor any of its' employees will provide legal advice. Should the Library require legal advice external legal counsel should be obtained.
  - iii) Customary legal costs associated with support services such as collective bargaining and contract negotiation for the procurement of goods and services will be paid by the City. All other legal costs will be the responsibility of the Library.
  - iv) Library will adopt and adhere to the requirements of any City Risk Management and Insurance Program(s), including Cyber Security.
  - v) The Library will be included under the City's insurance program and Library Board members will be afforded the same insurance coverage as City Councillors .
  - vi) Library shall offer City services through the Library which are appropriate to improved service to the community, provided the delivery of such services is within the scope and skill of the Library employees, do not require additional Library staff or additional funding to staff the service is provided, and do not impact on other services provided by employees of the Library.
  - vii) Library agendas and minutes of the Library Board are presented to Council for information only.

#### 5) **Indemnity**

- a) The Library shall defend, indemnify and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Library, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this MOU.

**6) Notices**

- a) Any demand, notice, direction, or other communication made or given hereunder (Communication) shall be in writing and shall be made or given by personal delivery, courier, facsimile transmission, or sent by registered mail, charges prepaid, addressed as follows:

To the Library:	Attention: Secretary Port Colborne Public Library 310 King Street Port Colborne, ON L3K 4H1 (905) 834-6512
To the City:	Attention: City Clerk 66 Charlotte Street Port Colborne, ON L3K 3C8 (905) 835-2900

or to such other address or facsimile number as either party may, from time to time, designate in accordance with this section.

- b) Any communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, on the first business day thereafter. Any communication made or given by email on a business day before 5:00 p.m. (local time of the recipient) shall be conclusively deemed to have been given and received on such business day, and otherwise shall be conclusively deemed to have been given and received on the first business day following the transmittal thereof. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth business day following the date of mailing but if, at the time of mailing or within five business days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this section. When used in this agreement, "business day" shall mean a day other than a Saturday, Sunday, or any statutory holiday in the Province of Ontario.

**7) General Provisions**

- a) The City and Library shall, without charge, at any time and from time to time, within ten (10) days after request by the other party, certify by written instrument to the other party or any other person, firm or corporation specified by the other party, that this agreement is unmodified and in full force and effect (or, if there have been any modifications, that this agreement is in full force and effect as modified and stating the modifications), whether or not there are then existing

any known set-offs or defences against the enforcement of any of the agreements, terms, covenants or conditions of the certifying party and, if so, specifying the nature of same and confirming the dates, if any, to which any charges hereunder have been paid.

- b) This agreement constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this agreement, neither party makes any representation or warranty, express or implied, statutory, or otherwise, to the other. This agreement may not be amended or modified except by a written instrument executed by both parties.
- c) If any covenant, provision, or restriction contained in this agreement is found to be void or unenforceable in whole or in part by a competent authority, it shall not affect or impair the validity of any other covenant, provision or restriction and, without limitation, each of the covenants, provisions and restrictions contained herein and hereby declared to be separate and distinct covenants, provisions and restrictions.
- d) Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.



**IN WITNESS WHEREOF** the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

THE CORPORATION OF THE CITY OF PORT COLBORNE

\_\_\_\_\_  
William C. Steele, Mayor

\_\_\_\_\_  
Bryan Boles, Interim CAO

\_\_\_\_\_  
Charlotte Madden, City Clerk

THE PORT COLBORNE PUBLIC LIBRARY

\_\_\_\_\_  
Bryan Ingram, Chair

\_\_\_\_\_  
Rachel Tkachuk, CEO

## **SCHEDULE “A”**

### **Support Services**

- 1) The City and Library agree the City’s Human Resource (HR) Department will:
  - a) Provide advice to the Library
  - b) Maintain job descriptions and the pay equity plan at the direction of the Board with respect to the Library CEO and at the direction of the Library CEO with respect to all other Library employees
  - c) Support the Library with recruitment, performance appraisals, discipline and termination as requested by the Board or Library CEO
  - d) Administer the payroll and benefit program of the Library
  - e) Administer health and safety claims of the Library
  - f) Provide Library employees access to City wide training and wellness programs
  - g) Communicate with individual Library employees directly and confidentially, as applicable, to fulfill the agreed upon support services
- 2) The City and Library agree the City’s Financial Service (Finance) Department will:
  - a) Provide advice to the Library
  - b) Support the Library with the budget process as requested by the Board or Library CEO
  - c) Perform banking and investment services
  - d) Perform accounting and tax services
  - e) Support procurement tasks and initiatives
  - f) Make available and maintain a purchasing card program
  - g) Administer development charge
  - h) Maintain reserve accounts
  - i) Support the Library with accounts receivable as requested by the Library CEO
  - j) Preparation of annual financial statements
  - k) Coordinate the Library audit(s) and tax filings
- 3) The City and Library agree the City’s Information Technology (IT) Department will:
  - a) Support all City related software and hardware used by the Library
  - b) Provide second level support for Library specific software
  - c) Support the Library in maintaining any software and hardware inventory listing to support current and future planning needs that ties into the City’s Asset Management Plan (AMP)
- 4) The Library agrees to use the same software and information technology systems and follow City related policies and procedures or maintain equal to or greater than City policies and procedures when addressing topics related to risk management and the related protection of people, the environment, property and the corporations referring to both the City and Library related to:
  - a) Human resource and payroll system
  - b) Accounting system
  - c) Payment processing system(s)
  - d) Core infrastructure technology platforms and/or related software for email, data storage and retention
  - e) Website platform
  - f) Cell and office phone system

- g) Internet
- 5) City and Library agree the City's Facilities Department will:
  - a) Facilitate all facility related capital projects
  - b) Facilitate all maintenance
  - c) Facilitate all property management tasks, including but not limited to facility cleaning and grounds maintenance
  - d) Incorporate Library assets in the City's AMP
- 6) The City and Library agree the City's Clerk Department will:
  - a) Provide advice to the Library
  - b) Coordinate board training, as required, and in consultation with the Library CEO.

**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 January 28, 2025**

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 January 28, 2025, 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 28th, day of January, 2025.

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William C. Steele  
Mayor

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Charlotte Madden  
City Clerk