



PORT COLBORNE

City of Port Colborne Council Meeting Agenda

Date: Tuesday, May 13, 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 Port Colborne Marine Auxiliary Rescue (POCOMAR)

1

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, email deputyclerk@portcolborne.ca or phone 905-228-8118.

9. Mayor's Report

10. 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.

10.1 Approval of Minutes

- a. Special Council Meeting - April 15, 2025 2
- b. Regular Council Meeting - April 22, 2025 9
- c. Special Council Meeting - May 5, 2025 24

10.2 Receipt of Minutes of Boards & Committees

- a. Port Colborne Senior Citizens Advisory Committee Meeting Minutes - March 18, 2025 27
- b. Port Colborne Public Library Board Meeting Minutes - March 5, 2025 31
- c. Port Colborne Historical and Marine Museum Board Meeting Minutes - March 18, 2025 35

10.3 Staff Reports

- a. Lighthouse Festival Theatre Agreement, 2025-108 41
- b. Engineering & Planning Agreements with Niagara Region, 2025-33 107
- c. Declaration of City Land to be Surplus – Invertose A and B, 2025-56 151
- d. Declaration of City Land to be Surplus – Barber Drive, 2025-81 158
- e. Storm Sewer Boundary and Inclusion of New Developments, 2025-51 163
- f. Point Abino Drain, 2025-91 166
- g. Council Policies - Vacancy and Leave of Absence, 2025-52 172

10.4	Receipt of Correspondence Items	
a.	Niagara Region - Diversity, Equity, and Inclusion Action Plan 2024 Progress Report	184
b.	Niagara Region - Debt Information Report - 2025 Debenture Issuance	201
c.	Niagara Region - Development Applications Monitoring Report - 2024 Year End	220
d.	Niagara Transit - General Manager's Annual Report 2024	245
e.	Township of Champlain - Surveillance and Monitoring of Heavy Vehicles in Ontario	287
f.	Town of Georgina - Resolution regarding Salt Management	289
g.	Town of Parry Sound - Inclusive Research	293

11. Items Requiring Separate Discussion

11.1	Museum Annual Report, 2025-109	294
11.2	Community Engagement on Proposed Short-Term Rental Accommodations Licensing By-law, 2025-112	322
11.3	Wastewater Lateral CIPP Lining Program, 2025-77	347
11.4	Housing Accelerator Fund – Contribution Agreement and Project Updates, 2025-95	355

12. Staff Remarks

13. Councillors' Remarks

14. Motions

15. Notice of Motions

16. By-laws

16.1	By-law No. 7349/40/25 Being a By-law to Authorize Entering into a Contribution Agreement with the Canada Mortgage and Housing Corporation for the Housing Accelerator Fund	378
16.2	By-law No. 7350/41/25 Being a By-law to Authorize Entering into an Agreement with Lighthouse Festival Theatre Regarding the Management of the Theatre at Roselawn Centre and to Repeal By-law 6877/25/21	395

17. Closed Session

- 17.1 Approval of Closed Session Minutes
- a. Regular Council Meeting (Closed Session) - April 8, 2025
 - b. Special Council Meeting (Closed Session) - April 15, 2025
 - c. Regular Council Meeting (Closed Session) - April 22, 2025
- 17.2 Staff Reports
- a. Confidential Development and Government Relations Report, 2025-70

Confidential Development and Government Relations Report 2025-70 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.
 - b. Confidential Development and Government Relations Report, 2025-105

Confidential Development and Government Relations Report 2025-105 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.
 - c. Confidential Development and Government Relations Report, 2025-102

Confidential Development and Government Relations Report 2025-102 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.

18. Back to Open Session

19. Procedural Motions

20. By-laws

20.1 By-law No. 7351/42/25

424

Being a By-law to Authorize Entering into a Confidential Conditional Agreement

20.2 By-law No. 7352/43/25

425

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

21. Adjournment

An insight to the members of Pocomar,

It is 2:35 a.m. when the piercing tone of the pager slices through the stillness of the night. The urgency of the sound pulls you from sleep and the warmth of your bed. A call has come from the Joint Rescue Coordination Centre—a vessel is in distress somewhere on Lake Erie. The details are scant: no precise location, no guarantees of the outcome, only the knowledge that someone is in peril and time is critical. You, as a crew member, dress quickly, pulling on layers to guard against the cold wind that will meet you on the open water. Within minutes, you are out the door, leaving behind a whispered goodbye to a loved one who will return to bed with a silent prayer for your safety. The night is dark, the harbor still, as your crew gathers. Quiet efficiency replaces sleepiness; each movement reflects hours of training and unwavering dedication. As the SAR vessel slips out of the harbor into the black expanse of Lake Erie, the crew knows this mission could take hours, perhaps even days. They will face cold, fatigue, and the unknown, driven by the hope of bringing someone back to safety. This is what it means to be part of Port Colborne Marine Auxiliary Rescue (POCOMAR).

Here are the numbers over the last 5 years

Missions: 198

Average Tasking Duration: 1.08 hrs.

Average Response time: 18.90 Mins

Total SAR vessel hours: 327.51

Property saved: \$2,550,500.00

People Assisted: 248

People Saved: 3

Training Exercises: 551

Total training hours: 2090

Classroom sessions: 124

Total Classroom hours: 500

Community Involvement: 2035 hours

Average member hours per year: 800 - 900

Approximate in-service duration: May to November



City of Port Colborne
Special Meeting of Council Minutes

Date: Tuesday, April 15, 2025
Time: 5:00 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, Chief Administrative Officer
C. Dray, Road and Park Operations Manager
C. Madden, City Clerk
S. Shypowskyj, Director of Public Works

Others Present: J.P. Maloney, Partner – Sullivan Mahoney LLP
L. Price, Director – LCA Environmental Consultants

1. Call to Order

Mayor Steele called the meeting to order.

2. Adoption of Agenda

C-25- 072

Moved by Councillor E. Beauregard
Seconded by Councillor T. Hoyle

That the Special Council agenda dated April 15, 2025, be confirmed, as amended.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Closed Session (5 p.m. - 7 p.m.)

C-25- 073

Moved by Councillor G. Bruno

Seconded by Councillor M. Bagu

That Council do now proceed to meet in Closed Session at 5:03 p.m. under:

- 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)(j) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;
- Section 239(3) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is educational or training sessions, where a meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied: 1. The meeting is held for the purpose of educating or training the members, and 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

Carried

4.1 Confidential Development and Government Relations Report - 2025-83

5. Back to Open Session

C-25- 074

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

That Council does now rise and reconvene from Closed Session at 7:00 p.m.
without report.

Carried

6. Delegations

6.1 Marsha and Mike McCreadie - 574 Wyldewood Road

Marsha and Mike McCreadie delegated on Report 2025-87.

6.2 Anne Yagi - 11 Berkwood Place

Anne Yagi did not delegate in person but submitted a written delegation.

6.3 Rick Froese - 1575 Firelane 2

Rick Froese delegated on Report 2025-87 on behalf of the Lorraine Bay Association.

6.4 Robert Henderson - 1933 Firelane 2

Robert Henderson submitted a written delegation.

7. Staff Reports

7.1 Waterfront Road Allowances - 2025-87

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

That Public Works Department Report 2025-87 be received; and

That Council direct the Director of Public Works as follows:

1. That the City retain ownership of the waterfront road allowances outlined in this report.
2. That the existing parking signage related to the pandemic parking prohibition remain and that By-law 89-2000, being a by-law regulating traffic and parking on City roads be amended accordingly.
3. That the City continue to promote tourism to the City's destination locations including Nickel Beach, Centennial Park, and H.H. Knoll Park.

4. That sign boards be installed at the road allowance locations discussed in this report indicating the location, proximity to Nickel Beach and Centennial Park, and rules to respect the environment.
5. That staff collect existing gate keys & return deposits.
6. That gates be installed or upgraded as needed at the 7 road allowances discussed within this report to allow pedestrian access while restricting vehicular access.
7. That By-law 4527/58/04 be amended to restrict vehicular access between the lake and gate on the 7 road allowances discussed within this report.
8. That staff create a process for waterfront access through a Municipal Consent Permit.

And further, that Council approve increasing the Road Allowances capital budget to \$150,000 by pre-encumbering the 2026 capital and related budget by \$50,000.

C-25- 075

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

That the resolution be divided into two parts as follows:

Part 1: 1-3; and

Part 2: 4-8 and the last recital.

Carried

C-25- 076

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

That Public Works Department Report 2025-87 be received; and

That Council direct the Director of Public Works as follows:

1. That the City retain ownership of the waterfront road allowances outlined in this report.

2. That the existing parking signage related to the pandemic parking prohibition remain and that By-law 89-2000, being a by-law regulating traffic and parking on City roads be amended accordingly.
3. That the City continue to promote tourism to the City's destination locations including Nickel Beach, Centennial Park, and H.H. Knoll Park.

Carried

C-25- 077

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

That Council direct the Director of Public Works as follows:

4. That sign boards be installed at the road allowance locations discussed in this report indicating the location, proximity to Nickel Beach and Centennial Park, and rules to respect the environment.
5. That staff collect existing gate keys & return deposits.
6. That gates be installed or upgraded as needed at the 7 road allowances discussed within this report to allow pedestrian access while restricting vehicular access.
7. That By-law 4527/58/04 be amended to restrict vehicular access between the lake and gate on the 7 road allowances discussed within this report.
8. That staff create a process for waterfront access through a Municipal Consent Permit.

And further, that Council approve increasing the Road Allowances capital budget to \$150,000 by pre-encumbering the 2026 capital and related budget by \$50,000.

Lost

C-25- 078

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

That Council direct the Director of Public Works as follows:

4. That staff install gates at the following road allowances:
 - o Weaver Road
 - o Pinecrest Road
 - o Cedar Bay Road
5. That staff keep the gates at Weaver Road and Cedar Bay Road road allowances open during the day.
6. That staff upgrade existing gates to be functional as needed.
7. That staff transition all road ends to new locks and grant permission to access the road allowance gates to waterfront property owners and properties with valid legal access to the waterfront between Reuter Road and Holloway Bay Road, allowing each property access to the closest two gates to their property.
8. That staff implement a new process which includes:
 - a. An indemnification and waiver form.
 - b. Acknowledgement of Bylaw 4527/58/04 being a bylaw to Regulate Access over Road Allowances Leading to the Waters of Lake Erie.
 - c. An education article on Fowler's Toad and it's habitat.
 - d. Acknowledgement of rules to abide by when utilizing the road allowances.
9. Install signage indicating that only permitted vehicles are allowed to access the road end.

Carried

8. Procedural Motions

There were no procedural motions.

9. By-laws

9.1 By-law No. 7341/32/25 - By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne

C-25- 079

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

That By-law No. 7341/32/25 be passed and enacted, as presented.

Carried

10. Adjournment

Mayor Steele adjourned the meeting at 8:08 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk



City of Port Colborne
Council Meeting Minutes

Date: Tuesday, April 22, 2025
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

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

Staff Present: J. Beaupre, Deputy Clerk
B. Boles, Chief Administrative Officer
J. Colasurdo, Manager of Strategic Projects
S. Double, Fire Chief
C. Dray, Road and Park Operations Manager
C. Madden, City Clerk
J. Peazel-Graham, Manager of Communications
A. Pigeau, Chief Financial Officer/Treasurer
S. Shypowskyj, Director of Public Works

1. Call to Order

Mayor Steele called the meeting to order at 5 p.m.

2. Adoption of Agenda

C-25- 080

That the Council agenda dated April 22, 2025, be confirmed, as circulated.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Closed Session (Beginning at 5:00 p.m.)

C-25- 081

Moved by Councillor F. Danch

Seconded by Councillor G. Bruno

That Council do now proceed to meet in Closed Session at 5:05 p.m. under:

- 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(3) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is educational or training sessions, where a meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied: 1. The meeting is held for the purpose of educating or training the members, and 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

Carried

4.1 Council Orientation, Education and Training Session

5. Back to Open Session (Beginning at 6:30 p.m.)

C-25- 082

Moved by Councillor D. Elliott

Seconded by Councillor F. Danch

That Council does now rise and reconvene from Closed Session at 6:30 p.m. without report.

Carried

6. National Anthem

Everyone stood for the National Anthem.

7. Land Acknowledgement

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

8. Proclamations

8.1 Niagara Community Foundation - May 2025 is Leave a Legacy Month

C-25- 083

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beauregard

WHEREAS May is recognized as Leave a Legacy Month, a national awareness campaign created by the Canadian Association of Gift Planners to highlight the importance and impact of charitable gifts in wills, encouraging individuals to consider how their legacy can extend beyond their lifetime and benefit future generations; and

WHEREAS many residents of Port Colborne may believe that philanthropy is only for the wealthy, when in reality, even a small percentage of one's estate can create meaningful and lasting change in the community. Generosity is a powerful force for good, and individuals from all walks of life have the ability to make a difference by including a charitable gift in their will, ensuring their values live on through causes that matter most to them; and

WHEREAS Niagara Community Foundation (NCF) has been Niagara's philanthropic partner for 25 years, helping turn intent into impact. Since its founding in 2000, NCF has raised over \$91.5 million in permanent endowment funds and has granted over \$31 million to charities across Niagara, supporting education, health care, environment, sports and recreation, arts and culture, and community development; and

WHEREAS NCF continues to connect donors with causes, communities to resources, ensuring that charitable gifts are invested strategically to strengthen the local community in perpetuity. NCF's 25th anniversary provides an opportunity to reflect on the power of legacy giving and to inspire more residents to consider how even a 1% gift in their will can

leave a profound and lasting impact on the charities and organizations that enrich life in Lincoln and across Niagara; and

NOW, THEREFORE, I, Mayor William C. Steele, do hereby proclaim May 2025 as "Leave a Legacy Month" and encourage all residents to consider how they can leave a meaningful gift in their will. By taking this step, we can ensure a stronger, more vibrant, and more generous Niagara for generations to come.

Carried

8.2 Emergency Preparedness Week May 4 - 10, 2025

C-25- 084

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

WHEREAS Safety starts with being prepared and having a plan; and

WHEREAS All Ontarians have a part to play in preparing for emergencies; and

WHEREAS Emergency Preparedness Week is a national event that educates communities across the province about actions people can take to prepare for emergency situations; and

WHEREAS the 2025 fire prevention theme for this period is: "Plan for Every Season". This theme reflects the unique challenges facing Ontario on a seasonal basis and the opportunities to practice emergency preparedness throughout the year.

NOW THEREFORE I, Mayor William C. Steele, do hereby proclaim May 4 to 10, 2025 as "Emergency Preparedness Week" in the City of Port Colborne. AND, I urge all citizens to make a plan, prepare an Emergency Kit and know what to do so that they and their families can be better prepared for an emergency.

Carried

9. Presentations

9.1 Presentation for Grants to Non-Profit Organizations

Mayor Steele, Bea Kenny, Councillor Aquilina, and Councillor Hoyle presented the grants to the following organizations:

- Port Colborne Wave Girls Hockey Association (\$5,369.35)
- The Port Colborne Optimist Club (\$4,000.00)
- Friends of the Port Colborne Lighthouses (\$3,600.00)
- Port Colborne Feline Initiative (\$4,335.00)
- Community Living Port Colborne Wainfleet (\$3,000.00)

10. Delegations

There were no delegations.

11. Mayor's Report

A copy of the Mayor's report is attached.

12. Regional Councillor's Report

There was no regional councillor report.

13. Consent Agenda

Councillor Hoyle lifted item 13.4 d, which was considered as item 14.5 under Items Requiring Separate Discussion. Councillor Bruno lifted item 13.3, which was considered as item 14.6 under Items Requiring Separate Discussion.

C-25- 085

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

That Council hereby approves the listed consent items on the April 22, 2025, Council agenda; and

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

Carried

13.1 Approval of Minutes

- a. **Regular Council Meeting Minutes - April 8, 2025**

13.2 Receipt of Minutes of Boards & Committees

- a. **Port Colborne Historical and Marine Museum Board Minutes - February 18, 2025**
- b. **Port Colborne Public Library Board Minutes - March 5, 2025**

13.3 Staff Reports

13.4 Receipt of Correspondence Items

- a. Niagara Federation of Agriculture - Port Colborne Grain Terminal**
- b. Grain Farmers of Ontario - Grain Terminal**
- c. Resolutions from Various Municipalities regarding Strong Mayor Powers**
- e. Prince Edward-Lennox & Addington Social Services - Ontario Works Financial Assistance Rates**
- f. Ministry of Agriculture, Food and Agribusiness - Agricultural System Implementation**

14. Items Requiring Separate Discussion

14.1 Animal Control Services – Animal Shelter – Enhanced Services, 2025-76

Tami Gabri and Amelia Canto from the Welland District Niagara SPCA and Humane Society, and Sherry Hanson, Manager of By-law Services, presented on report 2025-76.

C-25- 086

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

That Community Safety & Enforcement Department Report 2025-76 be received; and

That Council approve providing enhanced animal control services at the Port Colborne Animal Shelter; and

That the funding associated with the enhanced services in the amount of \$14,197 for the remainder of 2025 be approved; and

That \$24,280 and \$24,905 for Years Two and Three of the contract, respectively, be allocated into the annual budget process to ensure continued service.

Carried

14.2 2024 Year End Surplus and Project Close Out, 2025-68

Adam Pigeau, Chief Financial Officer/Treasurer, presented to Council on Report 2025-68.

C-25- 087

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

That Corporate Services Department, Financial Services Division, Report 2025-68 Subject: 2024 Year End Surplus and Project Close Out, be received; and

That the year-end levy surplus be allocated to the City's Encumbrance Reserve; and

That the reserve transfers recommended in Report 2025-68 be approved; and

That the capital and related project and reserve balances of Appendices E, F, and G of Corporate Services Department Report 2025-68, be approved.

Carried

14.3 Grain Terminal Public Engagement Update, 2025-94

Bryan Boles, Chief Administrative Officer, and Jasmine Peazel-Graham, Manager of Communications, presented to Council on report 2025-94.

C-25- 088

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

That Chief Administrative Officer Report 2025-94 be received; and

That Council direct staff to continue working with subject matter experts in the field to assess and identify viable future tenants for the Port Colborne Grain Terminal **site**.

Carried

Amendment:

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

That the word "site" be added to the end of the second paragraph.

Carried

14.4 Sugarloaf Marina and Public Boat Launch Dredging Public Engagement Update, 2025-93

Bryan Boles, Chief Administrative Officer, and Jasmine Peazel-Graham, Manager of Communications, presented to Council on report 2025-93.

C-25- 089

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

That Chief Administrative Officer Report 2025-93 be received; and

That Council direct staff to continue gathering cost estimates for the disposal of dredged material from the area closest to the public boat launch, with two potential disposal sites under consideration: the lagoon area at Sugarloaf Marina, and the industrial land adjacent the Nickel Beach parking lot.

Carried

14.5 Town of Grimsby - Manufacturing of Emergency Response Vehicles in Canada

C-25- 090

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

That Council endorse the correspondence from the Town of Grimsby regarding Manufacturing of Emergency Response Vehicles in Canada.

Carried

14.6 Port Colborne Official Plan and Niagara Official Plan Update, 2025-89

C-25- 091

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

That Development and Government Relations Department Report 2025-89 be received for information.

Carried

15. Staff Remarks

Joe Colasurdo, Manager of Strategic Projects, shared his experience from attending the 2025 North American No Dig Conference in Denver, where he noted they gained valuable insights and valuable partnerships. He also provided updates on the Watermain Replacement Project.

Sherry Hanson, Manager of By-law Services, reminded everyone that Clean Community Day will be taking place from 9 a.m. to 12 p.m. on May 24, 2025.

Bryan Boles, Chief Administrative Officer, thanked Adam Pigeau, Chief Financial Officer/Treasurer, for his first presentation to Council. He also thanked Jade McDowall, the Deputy Treasurer, for her efforts.

16. Councillors' Remarks

Councillor Beauregard thanked Public Works staff for providing an update from the 2025 North American No Dig Conference. He also noted Niagara Transit is currently undergoing a governance review.

Councillor Bagu inquired to Public Works staff about new piping at the corner of Sugarloaf Street and West Street.

Councillor Bruno thanked Bryan Boles, Chief Administrative Officer, for providing a plan he shared with Councillors.

Councillor Elliott inquired to Public Works staff about reinstatement of Clarence Street. He also congratulated Adam Pigeau, Chief Financial Officer/Treasurer, on his first presentation to Council.

Councillor Danch inquired about the Sugarloaf Marina opening date.

Councillor Hoyle thanked staff for answering his questions. He also reminded businesses to share their events with the Port Colborne Wainfleet Chamber of Commerce so that they can be added to their events calendar.

Councillor Bodner noted there was a large turn out for the easter egg hunt at the Sherkston Community Centre, where 130 youth registered for the event.

17. Motions

There were no motions.

18. Notice of Motions

There were no notices of motions.

19. By-laws

C-25- 092

Moved by Councillor M. Aquilina

Seconded by Councillor T. Hoyle

That the following by-law(s) be passed and enacted, as presented:

- By-law No. 7342/33/25
- By-law No. 7343/34/25
- By-law No. 7344/35/25

Carried

19.1 By-law No. 7342/33/25 - Seasonal Officer and Bylaw Intake Interim Replacement Appointments

19.2 By-law No. 7343/34/25 - Beach Staff Parking Enforcement Appointments

19.3 By-law No. 7344/35/25 - By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne

20. Procedural Motions

There were no procedural motions.

21. Adjournment

Mayor Steele adjourned the meeting at 9:14 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk



PORT COLBORNE

MAYOR'S REPORT TO COUNCIL

TUESDAY, APRIL 22, 2025

HAPPY EARTH DAY

Today is the 55th annual Earth Day. The day was founded on April 22, 1970, to bring worldwide awareness and concern for the environment and the links between pollution and public health.

We've learned a lot in the past 55 years about how our actions impact our world and its resources. We act locally and think globally. We reduce, reuse and recycle, we compost organics, we use unleaded gas, unleaded paint, and hundreds of other earth-safe products. We still have a lot of work to do.

Climate change activities encompass a wide range of actions aimed at mitigating the impacts of global warming, including reducing greenhouse gas emissions, adapting to changing climate conditions, and promoting sustainable practices. Small things make a big difference.

The Optimists and other local clubs do roadside clean-ups to mark Earth Day. A crew from our public works team was out this morning picking up litter in parks and along roads. Kindergarten students from DeWitt Carter did a clean-up at Nickel Beach today. Last week, in partnership with the Niagara Peninsula Conservation Authority and Sassafras Farms, the city gave away 500 trees and 100 seed packs last Thursday in Market Square.

EASTER FUN

Kudos to our events team for presenting a full day of fun Easter activities, including an Easter egg hunt at the Vale Centre. It was a thrill for all of us to welcome the Easter Bunny who arrived in Port Colborne on deck of the JW Cooper pilot boat. Thanks to Captain Craig Workman and his crew for delivering Mr. Cottontail safely Saturday morning via the Welland Canal.

MAY 1 IS A DAY OF MANY MILESTONES

DOCTORS' DAY

We join communities across Ontario in recognizing Doctors' Day on May 1—a day to express our gratitude to physicians for their compassionate care, dedication, and continued commitment to improving the health of people in our community.

Here in Niagara, more than 600 physicians across a wide range of specialties are transforming care every day—collaborating with healthcare teams, embracing innovation, and going above and beyond for their patients. We especially thank those who have retired this year for their years of service, and we warmly welcome the newest physicians to our region.

We are proud to raise the Doctors' Day flag to recognize May 1 as Doctors' Day and express our sincere appreciation to all physicians for their extraordinary work in shaping a healthier Niagara. In addition to the flag, the cupola atop city hall will be illuminated blue to mark the day.

COMMUNITY LIVING MONTH

May 1 is the first day of Community Living Month. Community Living Month is a province-wide annual awareness campaign to recognize the accomplishments of the Community Living movement.

We'll raise the flag next week for Community Living Port Colborne Wainfleet, one of [124 associations across Ontario](#), to show why authentic inclusion matters for people who have an intellectual disability and their families. Councils of Port Colborne and Wainfleet

are proud of your work, Community Living, for making our communities places where everyone belongs.

MUSEUM 50TH ANNIVERSARY

May 1 marks the opening of the Port Colborne Historical and Marine Museum, celebrating 50 years of preserving our local heritage. Since opening in 1975, dedicated members of the community, volunteers, local business, staff, and visitors have worked together to collect and share the history of Port Colborne.

In the last 50 years, the museum collection has grown to include more than 26,000 donated artifacts. The grounds have expanded to include a Heritage Village, Marine Park, Arabella's Tea Room, the Captain J.W. Sharpe Heritage Resource Centre, the L.R. Wilson Research Archives, and the Roselawn Centre. The first Canal Days Festival was held on the museum grounds before it grew to become the city's signature multi-venue festival attended by thousands every year on Civic Weekend in August.

Working with a local graphics designer, Meghan Chamberlain, the museum's community engagement coordinator, created a beautiful 50th anniversary logo. I have a copy here. Isn't that impressive? To honour its legacy, the museum is releasing a series of monthly videos highlighting the stories behind its buildings and grounds.

The first video – you can watch it on YouTube -- features board member Terry Huffman detailing the history of the Williams House, built in 1861, and donated to the city by Arabella Williams. If you've ever been to Arabella's Tea Room, and I'm pretty sure everyone in Port Colborne has been at least once – if you haven't, this will be your year! – there is a quilt on the wall embroidered with all the signatures of the founding members of the Museum Auxiliary.

My mother's signature is on there, with so many other community-spirited ladies who developed the Edwardian tearoom experience: Ethel Birrell, Ruby Conway, Bonnie Johnston, Merle Kennedy, Jean Leitch ... check it out when the Tea Room opens with its annual Pie Social Sunday, May 25. Arabella's Tea Room opened for business July 1, 1978, three years after the museum opened. Lieutenant-Governor Pauline McGibbon was in Port Colborne to cut the opening ribbon.

Every year is a great year at our museum, but this 50th year promises to be exceptional. Council is extremely proud of the passionate and dedicated efforts of Stephanie Powell-Baswick, our Director of Museum and Culture, Michelle Mason, museum curator, Tami Nail, assistant curator, Dr. Michelle Vosburg, archivist, and their team of programmers, assistants, and coordinators. Well done, all of you. The museum opens May 1. It will be open daily noon to 5. Admission is free.

WE CELEBRATE OUR VOLUNTEERS

Finally, May 1 is the day we celebrate our volunteers – more than 250 of you – at our Volunteer Appreciation Banquet in the Italian Hall. We are so grateful for our volunteers, who return every year for seasonal events, and who serve weekly and monthly on civic committees. We now have three generations of volunteers – grandparents, parents and grandchildren from several local families – who help us make so many good things happen in our city.

I've said it before: Port Colborne has the best volunteers. That you continue to support, serve, and inspire is a testament to your love and passion for your hometown. It will be great to see you all next week. We'll present years-of-service pins – five-year, 10, 20 -- I think we're up to almost 50 years for a few dedicated people.

BATTLE OF THE ATLANTIC CEREMONY MAY 4

The longest, largest, and most complex battle of the Second World War was known as The Battle of the Atlantic. It lasted five years, eight months, and five days. Canada lost 2,000 sailors from the Royal Canadian Navy, 1,600 merchant mariners, and 752 airmen from the Royal Canadian Air Force. The Welland Canal and the St. Lawrence Seaway have direct ties to the Battle of the Atlantic, as many of the merchant ships which sailed through these locks came from the Great Lakes.

When called upon by their country, these sailors risked their lives on treacherous convoys, transporting essential supplies and ammunition across the Atlantic to the front lines. In commemoration of the 80th anniversary and in honour of the brave souls who were lost, the Royal Canadian Naval Association Niagara will hold a memorial service on Sunday, May 4, at the Royal Canadian Legion, Branch 56, in Port Colborne.

In recognition of Navy Week, the White Ensign flag will be raised in King George Memorial Park and along the Canal on West Street from Monday, April 28 to Monday, May 5. Let us come together to remember our history and honour those who made the ultimate sacrifice. We also extend our deepest gratitude to those who continue to serve in the Canadian Armed Forces today, for their courage and sacrifice. That concludes my report this evening.



City of Port Colborne
Special Meeting of Council Minutes

Date: Monday, May 5, 2025
Time: 6:00 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

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

Staff Present: B. Boles, Chief Administrative Officer
J. Beaupre, Deputy Clerk
G. Bisson, Senior Community Engagement Officer
C. Madden, City Clerk
J. Peazel-Graham, Manager of Communications

1. Call to Order

Mayor Steele called the meeting to order at 6:02 p.m.

2. Adoption of Agenda

C-25- 093

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

That the Special Council agenda dated May 5, 2025, be confirmed, as amended.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Closed Session

C-25- 094

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

That Council do now proceed to meet in Closed Session at 6:03 p.m. under Section 239(2)(b) of the *Municipal Act, 2001*, where a closed meeting is held if the subject matter being considered is personal matters about an identifiable individual, including municipal or local board employees.

Carried

4.1 Staff Reports

a. Appointments to the Healthcare Advisory Committee - 2025-103

5. Back to Open Session

C-25- 095

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

That Council does now rise and reconvene from Closed Session at 7:02 p.m. with report:

- Item 4.1 - Staff Reports

That confidential Legislative Services Department Report 2025-103 be received; and

That Council appoint the following five (5) individuals to the Healthcare Advisory Committee

1. Philip McGarry
2. Matt Lallouett
3. Carmen Tamas
4. Tina Triano
5. Sydney McDowell; and

That Council appoint the following two (2) Councillors as non-voting members to the Healthcare Advisory Committee.

1. Councillor Ron Bodner
2. Councillor Monique Aquilina

Carried

6. Procedural Motions

There were no procedural motions.

7. By-laws

7.1 By-law No. 7345/36/25 - By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne

C-25- 096

Moved by Councillor D. Elliott

Seconded by Councillor F. Danch

That the following by-law, By-law No. 7345/36/25, be passed and enacted, as presented.

Carried

8. Adjournment

Mayor Steele adjourned the meeting at 7:03 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk



City of Port Colborne

Port Colborne Senior Advisory Committee Meeting Minutes

Date: Tuesday, March 18, 2025
Time: 10:00 am
Location: Committee Room 3-City Hall
66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

Members Present: S. Brown
M. Cooper
D. Santarella
Deanna Rudyk
Nancy Salvage
Tammy McDowell

Member(s) Absent: Robert Carter

Staff Present: M. Aquilina, Councillor
S. McDowell, Public Programmer, Museum and Culture
B. Boles, CAO, City of Port Colborne

Others Present: Ursula Hudson, CARP Representative

1. Call to Order

The Chair called the meeting to order at 10:00a.m.

2. Adoption of the Agenda

Moved By Deanna Rudyk
Seconded By Nancy Salvage

That the Seniors Advisory Committee agenda, dated March 18th, 2025, be approved.

Carried

3. Disclosures of Interest

No disclosures of interest.

4. **Approval of Minutes**

Moved By Tammy McDowell
Seconded By Nancy Salvage

That the Seniors Advisory Committee minutes, dated February 18th, 2025, be approved.

Carried

5. **Order of Business**

5.1 **Seniors Expo**

a. **Committee Contacts**

The committee discussed contacting potential vendors for the seniors expo, and what information will be given over email about the event.

S. Brown will email potential vendors about the expo, including marketing and other information.

b. **Marketing**

S. McDowell shared two potential flyers that can be sent to vendors with information about the expo.

The committee discussed which flyer was the better option.

S. McDowell will send a final draft of the flyer to S. Brown to circulate to vendors.

c. **Workshops/Education Sessions**

The Committee discussed including speakers throughout the day during the seniors expo event.

Due to the size of the facility being used for the expo, there will be no speakers or educational sessions during the expo.

d. **Sponsorships**

The committee discussed the need for sponsorships to provide refreshments on the day of the expo.

CAO B. Boles will reach out to the events department, to make initial contact with local restaurants in regards to a sponsorship.

e. **Refreshments**

Discussion about offering refreshments at the seniors expo.

f. Transportation

The committee will leave the decision of transportation to and from the event until the date and vendors are confirmed.

6. New Business

6.1 New Horizons Grant

S. McDowell reported the Port Colborne Historical and Marine Museum will be receiving the New Horizon's Grant which supports the 'Community Curators' project, presented to the committee by S. Powell-Baswick at the February 18th Seniors Advisory Committee Meeting. The staff hired for this position will also assist with the June 12th Seniors Expo when available.

6.2 Survey results - committee feedback

B. Boles reported the results of the healthcare survey will be available within the next few days, and a meeting will be scheduled for the committee to provide feedback on the survey results with regards to Port Colborne Seniors.

6.3 Affordable housing and parks master plan

D. Santarella reminded the committee of the need to discuss homelessness, affordable housing and the master plan within the committee.

B. Boles suggested contacting Cathy Cousins, the Director of Homelessness Services and Community Engagement at the Niagara Region to possibly host a meeting about the subject of homelessness in Port Colborne.

B. Boles also provided an update on the master plan and the accelerated housing fund.

7. Adjournment

The Chair adjourned the meeting at approximately 11:40a.m.

A handwritten signature in black ink, appearing to read "Shawn Brown". The signature is written in a cursive style with a large, prominent initial 'S'.

Chair

A handwritten signature in black ink, appearing to read "S. M. Q.". The signature is written in a cursive style with a large, prominent initial 'S'.

Staff Liaison

Port Colborne Public Library Board Meeting Minutes

Date: Wednesday, March 5, 2025
Time: 6:00 pm
Location: Library Auditorium, Port Colborne Public Library
310 King St, Port Colborne

Members Present: A. Desmarais, Vice Chair
M. Bagu, Councillor
H. Cooper (attended virtually)
B. Ingram, Chair (attended virtually)
B. Beck (attended virtually)
A. Smits

Member(s) Absent: C. MacMillan
M. Booth
E. Tanini

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

1. **Call to Order**

The Chair called the meeting to order at 6:10 p.m.

2. **Land Acknowledgement**

The Chair recited the Land Acknowledgement.

3. **Disclosures of Interest**

There were no disclosures of interest.

4. **Adoption of Agenda**

Moved by A. Desmarais

Seconded by A. Smits

That the agenda dated March 5, 2025, be confirmed, as circulated.

Carried

5. Approval of Minutes

Moved by H. Cooper
Seconded by B. Beck

That the minutes dated February 5, 2025, be approved, as circulated.

Carried

6. Consent Items

Moved by A. Smits
Seconded by B. Beck

That consent items 6.1 to 6.6 be received, as presented.

Carried

6.1 Staff Reports

- a. **CEO's Report**
- b. **Librarian Report, February 2025**

6.2 Financial Reports

- a. **2025 Operating Budget (as of February 28, 2025)**

6.3 Circulation Reports

- a. **Circulation Report, January 2025**
- b. **Circulation Snapshot, January 2025**

6.4 Correspondence

- a. **Proposed L.R. Wilson Centre For Learning And Daycare**

6.5 Media Items

- a. **CHECK IT OUT: More Than Books at the Library!**
- b. **Award-winning Port Colborne children's book lands in schools**
- c. **Book created by local children to be shared with Port Colborne community**

6.6 LiNC Policies

- a. **LiNC Financial Oversight Policy**

b. LiNC Circulation Policy

7. Policies

That the Board approves the policies listed in 8.1 to 8.8, as amended.

7.1 FN-05: Respect and Land Acknowledgement Statement

7.2 HR-01: Human Resources Management

7.3 HR-02: Health and Safety of Staff

7.4 HR-03: Prevention of Workplace Violence

7.5 HR-08: Health and Safety Policy Statement

7.6 HR-11: Electronic Monitoring

7.7 HR-12: Workplace Harassment and Discrimination

7.8 OP-24: Safety, Security, and Emergencies

8. Discussion Items

8.1 2025 Board Work Plan (R. Tkachuk)

The CEO presented work plan options for the Board.

9. Confidential Items

Moved by H. Cooper

Seconded by A. Desmarais

That the Board do now proceed into closed session in order to address the following matters at 6:42 p.m.

Carried

9.1 Minutes of the closed session of the February 5, 2025, meeting

Moved by A. Desmarais

Seconded by Councillor M. Bagu

That the minutes of the closed meeting dated February 5, 2025, be approved, as presented.

Carried

Moved by Councillor M. Bagu
Seconded by H. Cooper

That the Board do now rise from closed session at approximately 6:45
p.m.

Carried

10. Roundtable

Nil.

11. Next Meeting Date and Adjournment

The next meeting of the Port Colborne Public Library Board will be Wednesday,
April 2, 2025.

The Chair adjourned the meeting at 6:45 p.m.

Bryan Ingram, Chair

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

Port Colborne Historical and Marine Museum Board Meeting Minutes

Date: Tuesday, March 18, 2025
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
L. Brazeau
J. van Dillen
A. Lessard
B. Schneider

Member(s) Absent: E. Beauregard, Councillor
M. Hili
M. Heaslip

Staff Present: M. Mason, Museum Curator
Tami Nail

1. Call to Order

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

2. Disclosures of Interest

None to report.

3. Adoption of Agenda

Moved by C. Brema
Seconded by G. Hoyle

That the agenda dated March 18, 2025, be confirmed, as circulated or as amended.

Carried

4. Approval of Minutes

Moved by J. Piniak
Seconded by C. MacMillan

That the minutes from the previous meeting dated February 18, 2025, be confirmed as circulated or ammended.

Carried

5. Business Arising from the Minutes

Michelle Vosburgh met with an architect to discuss the possibility of expansion of the L.R. Wilson Heritage Resource Archives. The initial design work and report will cost \$6,000-\$8,500. The completed design and report will provide a cost of the expansion.

Moved by B. Heaslip
Seconded by L. Brazeau

To pay the architect design and repost fee of \$6,000-\$8,500 from the reserve fund.

Carried

5.1 Reports in Agenda package

Tami reported that all the previous Heritage Minutes have been printed and are in a binder at the L.R. Wilson Heritage Resource Archives.

6. Correspondence

Tami read the email from Robert Sheele regarding turning the L.R. Wilson Heritage Resource Archives into a daycare centre that would also allow for expansion.

Moved by L. Brazeau
Seconded by G. Hoyle

That the Board received, acknowledged, and discussed the information and proposal and tabled it.

7. Council Report

None to report. Councillor Beauregard was absent.

8. Curator's Report

Michelle congratulated Gary Hoyle for receiving the King George III Coronation Medal for his service to the community.

Research and Exhibit Assistant, Elyse Richardson's 10-month Young Canada Works Intern contract is coming to an end on March 27th. Elyse created 4 exhibits, 1 outreach exhibit and coordinated the building of a travelling exhibit case. Elyse was a great asset to the Museum.

Collection Assistant, Stephani McDougal's 10-month Museum Assistance Program contract is coming to an end on March 28th. Stephani reorganized the textile collection and the framed art collection. Her work made a great improvement and protection of the collections.

Summer student employments postings have been up for a week and interviews will be conducted in the next few weeks.

Interviews for a new Visitor Services Assistant will be conducted this week.

Thank you pins for propelling forward the corporate drive have been ordered.

Michelle also reported that the L.R. Wilson Archives will be participation once again in the Welland Canal Bicentennial Travelling Lecture Series in November 2025, with archivist, Michelle Vosburgh schedules as the lecturer for the Wilson Archives. The lecture will also be a part of our own autumn Speakers Series. Two of the speakers/topics have been finalized.

The Archives staff were recently contacted by a professor from Western Michigan University about an image in our online exhibit of the *Jessie Scarth*. It is the only known image of the ship.

The Port Colborne High School digitized collection of yearbooks on ourontario.ca public in time for Archives Awareness week in April.

The Archivist will again be providing content and training support for the Historic Walking Tours offered to the cruise ship passengers. An increase in the number of the ships has necessitated a reworking of some of the tour scripts.

On April 26 and May 3 we will be offering our Walking Through History Cemetery Tours - Overholt Part 1 and 2 on April 26, and Oakwood on May 3.

9. Auxiliary Report

Cheryl reported that an Executive meeting was held. They are planning the AGM for April 14 at the Archives.

There will be an upcoming training session for all volunteers for the 2025 season.

There will be bus tours coming this year with a maximum of 30 guests.

10. Friends of Roselawn Centre Liaison Report

Arlene reported that a meeting was held on March 12th.

Once again there will be a \$250 scholarship for an art student from Port Colborne High School and Lakeshore Catholic High School.

The Art Show and Auction will take place September 19 0 October 3 at Roselawn.

Arlene is collection Roselawn ghost stories. Please contact Arlene to share any.

11. Committee Report

11.1 Finance Committee

Bonnie reported that to date \$428 in donations from memberships has been received, as well as \$691 in memberships, and \$560 from CanadaHelps donations.

The IT department is going to build the audio system for the Presidents Room at Roselawn. This project was in the 2024 Capital Budget.

The Community Curator's project successfully received funding of just over \$14,000 from the New Horizons for Seniors Grant starting March 30, 2025 to the end of March 2026.

11.2 Membership Committee

Claudia reported that to date we have received the following memberships:

- Senior/Student: 15
- Individual: 2
- Family: 11

- Life Patrons: 6

11.3 Building and Property Committee

Brian reported that they are continuing to work on the basement at Roselawn. It is possible that most of the 400 tulip bulbs planted in the late fall have been eaten by squirrels.

Two quotes for the fencing around the Museum grounds have been received:

- Fence Source: \$20,503 (generic off-the-shelf metal)

- St. Catharines Building Supply: \$30,000 (custom to match existing fence)

Neither of these quotes include installation, which is estimated to be \$10,000. Still waiting on a quote for the picket fencing.

11.4 Programme Committee

Cheryl reported that March Break Pirate program, which consisted of 4 take home kits and an in-person party at the end, had 10 participants each paying a fee of \$10. The programming was well received, with a parent reaching out saying it was the best planned March Break programming in the City.

The upcoming PD Day on April 4th will offer a free drop in event from 10:30am-12:30pm to build your own log cabin.

a. 50th Anniversary Committee

Cheryl reported that a meeting was held on March 17th to continue the planning for the the July 6 anniversary celebration picnic. Board members will be assigned tasks for the event shortly.

11.5 Fundraising Committee

Claudia reported that June 8th is the first concert of the 2025 Music on the Lawn Series at Roselawn.

11.6 Policy Committee

A meeting date is to be determined to go over the Procedural and the Collections Policy: Development and Management before the next board meeting. The committee will bring back recommendations to the next Board meeting.

11.7 Accession Committee

Luke reported that a meeting was held on March 12 where they reviewed 26 items to consider for donation, and recommended 13 to be accepted. They also reviewed 17 items to consider for de-accessioning, 14 of which were recommended to be de-accessioned.

11.8 Heritage Committee

Luke reported that Heritage Week was February 17-23 and it was well represented on the Museum's social media pages.

The committee has been working on their 2025 tactical plan. The online Heritage Registry has been updated. The INCO Recreation Hall has been recommended for designation.

The Heritage Committee may be moving to a Committee of the Council from a subcommittee.

Diana Vasu has been a great support to the Heritage Committee. She discovered that none of motions from the past 2 years from the committee have been brought to council. Four motions will be presented at the April 4th Council Meeting.

12. Confidential Items

None to report.

13. New Business

Claudia reported that in 2017 the Bocce Club had baffles installed to help with echoes and noise for a cost of \$3,000. Perhaps this could be a solution to the sound issue at the Archives.

14. Adjournment

The Chair adjourned the meeting at approximately 8:06pm.

Chair

Staff Liaison



Subject: Lighthouse Festival Theatre Agreement

To: Council

From: Museum and Culture Department

Report Number: 2025-108

Meeting Date: May 13, 2025

Recommendation:

That Museum and Culture Department Report 2025-108 be received; and

That Council approve entering into an agreement with Lighthouse Festival Theatre Corporation, attached hereto as Appendix E; and

That the by-law and agreement attached hereto as Appendix A be brought forward for Council's approval.

Purpose:

The Museum, Heritage and Culture Board support the continued partnership with Lighthouse Festival Theatre to operate and manage theatre programming in the City of Port Colborne (the City) owned building known as the Roselawn Centre, located at 296 Fielden Avenue, Port Colborne, Ontario, L3K 4T6.

Background:

Lighthouse Festival Theatre, incorporated in 1981, presents high quality professional theatre with a focus on Canadian artists for the Niagara Region, building a stronger subscription base, developing relationships with sponsors and donors, and investing back into the artistic community.

Lighthouse Festival Theatre has an established presence in the community and relationship with the City, having successfully delivered theatre production and box office services (operating as Showboat Festival Theatre) at the Roselawn Centre since 2012.

Lighthouse Festival Theatre works closely with the Department of Museum and Culture to coordinate rentals, programming and collaborations at the Roselawn Centre.

Discussion

Lighthouse Festival Theatre activities couple well with Museum exhibits, events and programs at Roselawn Centre and complement and strengthen the arts and culture in the City. Roselawn Theatre is a well-used facility, managed and occupied as a theatre and centre for artistic groups and the performing arts under the management of Lighthouse Festival Theatre. This agreement will support the City's goals to deliver to the community valuable programming and events that may enrich the quality of life and contribute to a strong sense of community.

Internal Consultations:

None.

Financial Implications:

There are no new financial implications in this agreement compared to the previous agreement.

Staff identify the agreement continues to maintain \$25,000 in annual support to the Lighthouse Festival Theatre.

Public Engagement:

Lighthouse Festival Theatre presented a report to Council January 28th, 2025, to share information on statics reflecting tourism, finances and collaborations over the last 3 years.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
- Economic Prosperity
- Sustainable and Resilient Infrastructure

Conclusion:

The Museum, Heritage and Culture Board supports continuing the agreement with Lighthouse Festival Theatre. The Lighthouse Festival Theatre offers quality performing arts and cultural experiences to local residents that also supports increased tourism in Port Colborne.

Appendices:

- a. Lighthouse Festival Theatre Agreement repeal bylaw 2025
- b. Lighthouse Festival Contract
- c. Schedule A, Map of building
- d. Schedule B, Inventory of equipment
- e. PC Management – Signed – 2025-2029

Respectfully submitted,

Stephanie Powell Baswick

Director of Museum and Culture

905 228 8069

Stephanie.baswick@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with Lighthouse Festival Theatre Regarding the Management of the Theatre at Roselawn Centre and to Repeal By-law 6877/25/21

Whereas at its meeting of May 13, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Department of Museum and Culture, Report No. __2025-108_____, Subject: Lighthouse Festival Agreement_; and

Whereas Council is desirous of having the building municipally known as the Roselawn Centre well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities; and

Whereas Council is desirous of entering into an agreement with Lighthouse Festival Theatre, for the purposes of managing the Theatre at the Roselawn Centre; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with Lighthouse Festival Theatre, for the purposes of managing and operating theatre programming and ancillary services.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That By-law No. 6877/25/21, Being a By-law to Authorize Entering into an Agreement with Lighthouse Festival Theatre Corporation Regarding the Management of the Theatre at Roselawn Centre dated April 12, 2021, is hereby repealed.
4. That this By-law come into force and take effect on the day of passing.

Enacted and passed this 13th day of May, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

This Agreement made in triplicate this _____ day of _____, 2025

- Between -

THE CORPORATION OF THE CITY OF PORT COLBORNE

66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

(Hereinafter referred to as the "City")

- and -

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

P.O. Box 1208, 247 Main Street, Port Dover, Ontario, NOA 1N0

(herein referred to as "Lighthouse Festival Theatre")

WHEREAS the City owns the building municipally known as the Roselawn Centre (hereafter referred to as the "Roselawn Centre"), located at 296 Fielden Avenue, Port Colborne, Ontario, L3K 4T6; and

WHEREAS the City is desirous of having the Roselawn Centre regularly and well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities incidental or ancillary thereto; and

WHEREAS the City requires an independent contractor to operate and manage theatre programming and ancillary services, and is desirous of having certain premises within the Roselawn Centre, as described herein, utilized for said purpose, in accordance with the terms and conditions of this Agreement; and

WHEREAS Lighthouse Festival Theatre, incorporated in 1981 and located in Port Dover, is a year round theatre, that presents high quality professional theatre with a focus on Canadian artists for the Niagara Region, building a stronger subscription base, developing relationships with sponsors and donors, and investing back into the artistic community; and

WHEREAS the City often seeks and makes use of relationships with local recreational and cultural organizations through service and other agreements to deliver to the community valuable programming and events that may enrich the quality of life and contribute to a strong sense of community; and

WHEREAS Lighthouse Festival Theatre has an established presence in the community and relationship with the City, having successfully delivered theatre production and box office services (operating as Showboat Festival Theatre) at the Roselawn Centre since 2012, and

WHEREAS the City is desirous to have Lighthouse Festival Theatre manage and operate theatre programming and ancillary services at the Roselawn Centre; and

WHEREAS the City and Lighthouse Festival Theatre are committed to ensuring that the Roselawn Centre is properly maintained and well-used by the community, visitors and user groups for the continued economic and cultural development of the City of Port Colborne.

NOW THEREFORE, in consideration of the covenants herein, the City and Lighthouse Festival Theatre hereby agree as follows:

1. Managed Premises Defined:

The managed premises (the "premises"), as it pertains to this Agreement, defined as an area of approximately 12,000 square feet located within the Roselawn Centre, including the box office, theatre space, office space, front house, washrooms, lobby, basement, garage, and storage; all shown as highlighted on Schedule "A". The Premises do not include the heritage home, President's Room, back bar or kitchen.

2. Term:

The term shall be for a period of FIVE (5) YEARS (the "Term"), computed from March 28, 2025 or such earlier date as the parties may otherwise agree in writing (the "Commencement Date"), unless terminated as provided herein.

3. Permitted Uses:

Lighthouse Festival Theatre shall have exclusive use and occupancy of the Premises for the purposes of carrying out its objectives and obligations under this Agreement throughout the Term and any renewal or extension thereof

principally as a theatre or centre for the performing arts and activities incidental or ancillary thereto including short term licences of the Premises (or parts thereof) to third parties for same or similar uses, food and beverage services (including obtaining and maintaining its own liquor sales licence) and Lighthouse Festival Theatre own programming; subject to use by the City as set out in section 4.21 below). Lighthouse Festival Theatre shall have discretion regarding program scheduling and content, subject to the City's right to prohibit any programming which it deems, in its sole discretion, acting reasonably, to be contrary to the morals and values of the City of Port Colborne. Lighthouse Festival Theatre shall have the discretion to set the fees and other charges for participation in its own programming or for any use or occupancy of the Premises, in whole or in part, by third parties during the term, which fees and other charges shall below, in full, to Lighthouse Festival Theatre.

4. Covenants of Lighthouse Festival Theatre:

During the Term, the Lighthouse Festival Theatre shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

4.1 Licence Fee:

Lighthouse Festival Theatre shall pay to the City a basic licence fee for the premises at a rate of ONE DOLLAR (\$1.00) per year. The parties acknowledge and agree that the City, with or without the direction of the Council (hereby known as "Council"), may lobby Lighthouse Festival Theatre for further and other sums during the Term but Lighthouse Festival Theatre shall be under no obligation to pay any such further and other sums so lobbied during the Term.

4.2 High Quality Experiences and Services:

Lighthouse Festival Theatre shall provide high quality services and programs delivered by qualified staff and volunteers; customer service will be proactive, attentive and responsive to patron needs, as evidenced by positive and professional administration; all on a commercially reasonable basis and appreciating the not-for-profit corporate status and operations of Lighthouse Festival Theatre. Nothing in this subsection 4.3 shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

4.3 Performance Fees:

Lighthouse Festival Theatre shall be responsible for all applicable Society of Composers, Authors and Music Publishers of Canada/Performing Arts and Licencing Fees as may be required during the Term.

4.4 State of Repair

Lighthouse Festival Theatre accepts the Premises in the state in which they are found as of the Commencement Date. Lighthouse Festival Theatre shall maintain the Premises in a good and reasonable state of repair consistent with the least the state of the Premises as at the Commencement Date. Lighthouse Festival Theatre shall not do, or permit to be done, anything that will tend to damage mar or in any manner deface the Premises.

4.5 Security: Lighthouse Theatre Festival shall:

- a. Oversee the proper use of the Premises and ensure keys thereto are at all times under control of a duty authorized representative of Lighthouse Festival Theatre. Lighthouse Festival Theatre will have the right to enter the premises at all times during the term of this Agreement, save and except for those times that the City has use of the Premises in accordance with section 4.18. Entrances and exits will be locked and unlocked at such times as may be required for Lighthouse Festival Theatre's use of the Premises,
- b. Accept the security arrangements with respect to the Premises in the state in which they are found as of the Commencement Date. Any changes to the security of the Premises for the purpose of improving security, shall be done by the Lighthouse Festival Theatre at its own expense, and only according to the plans submitted to and approved by the City. Lighthouse Festival Theatre shall be solely responsible for any additional security that Lighthouse Festival Theatre deems necessary for the purpose of the operation and security of the Premises.

4.6 Ingress and Egress:

Lighthouse Festival Theatre shall ensure no portions of the sidewalks, entries, passages, doorways, vestibules, halls, or ways of access to the public utilities of the Premises will be obstructed. Fire exits and aisles in the premises must be kept clear of obstructions at all times.

4.7 Enquiries and Rentals:

- a. coordinate scheduling of the Premises by user groups, and prepare and execute short-term contracts that are longer than thirty (30) days for the use of the Premises by a user group without written consent of the City in its sole discretion, which consent shall not be unreasonably withheld.
- b. ensure proper use of the Premises by all user groups, including compliance with the rules and regulations governing smoking, (including vaping, e-cigarettes, and cannabis) and the consumption of alcohol.
- c. ensure any user groups are aware of their duty to ensure areas in their care are kept in good repair, free and clear of any debris, and remain neat and tidy.

4.8 Licences and Permits :

Lighthouse Festival Theatre shall ensure all requisite licenses, permits and/or approvals from the proper authority are obtained by Lighthouse Festival Theatre, and all user groups, where and when applicable. The failure of Lighthouse Theatre Festival to obtain any requisite licences and permits shall not relieve them of their obligations under this Agreement.

4.9 Bar Service:

At its option, Lighthouse Theatre Festival may open and run a bar for the benefit and use of the patrons of events held at the Premises.

4.10 Refuse Removal:

Lighthouse Festival Theatre shall be responsible for the removal of all refuse resulting from the use of the Premises at its sole cost.

4.11 Janitorial Services:

Lighthouse Festival Theatre shall assume the cost and responsibility for the janitorial cleaning of the Premises.

4.12 Information Technology

Lighthouse Festival Theatre shall provide and maintain its own Information Technology hardware and software assets, the backup and restoration of files,

email and telephone services, staff directories, virus defence and provide internet access and online services for itself and its patrons.

4.13 Programming:

Develop, implement, advertise, promote and operate various arts and culture programming activities at the Premises that meet the shared mission and vision of Lighthouse Festival Theatre and the City, in a manner that services the diverse needs of the community.

4.14 No Exiting Talent/Agent or Other Contract(s):

The City represents and warrants that there are no talent or agent contract(s) or user group contracts or licenses had been issued in the name of the City for any programming or other events whatsoever at the Premises on or after the Commencement Date or that such talent or agent contract(s) or user group contracts or licences that may have been issued in the City for any programming or events whatsoever on or after the Commencement Date (hereinafter referred collectively as "Old Contracts") have been cancelled by the City. The City covenants and agrees that it shall solely be responsible for any Old Contracts without limitation, any costs, damages or other expenses incurred as a result of cancellation by the City, and the City shall indemnify and hold harmless Lighthouse Festival Theatre in respect of and any Old Contracts.

4.15 Furniture, Fixture and Equipment:

Lighthouse Festival Theatre shall supply sufficient furniture, fixtures, equipment and supplies to operate the Premises, except as otherwise the express obligation of the City pursuant to this Agreement. Lighthouse Festival Theatre shall supply at its own expense, and assume sole responsibility for any additional furniture, fixtures, equipment and supplies deemed necessary for the operation of the Premises that is not already included in the inventory of equipment, supplies and material at the Premises as of the Commencement Date, as outlined in Schedule "B" attached hereto and forming part of this Agreement.

Lighthouse Festival Theatre shall be under no obligation to repair or replace any Schedule "B" inventory and, provide further, any Schedule "B" inventory replaced by Lighthouse Festival Theatre at the end of the Term. Any remaining furniture, fixtures, equipment and supplies set out in Schedule "B" that has not been replaced by Lighthouse Festival Theatre shall be returned to the City at the end of the Term "as is" at that time.

4.16 Equipment Maintenance:

Attend to the normal maintenance, repair and replacement of all equipment, which includes, but is not limited to, speakers, cables, lights, communication system, rigging, sound equipment including soundboard and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment.

4.17 Personnel: Lighthouse Festival Theatre shall:

- a. Provide adequate staff and volunteers to operate the Premises. Lighthouse Festival Theatre shall provide and supervise qualified staff to operate the Premises. Lighthouse Festival Theatre is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.
- b. Provide trained technical staff to supervise the use of all Premises equipment by user groups, which training shall be the responsibility of Lighthouse Festival Theatre.

4.18 Professional/Contract Services: Lighthouse Festival Theatre shall Assume the responsibility and cost of related professional services that may be required from time to time for its own operations, including security.

4.19 Advertising and Promotion:

Lighthouse Festival Theatre shall:

- a. Assume the responsibility and cost of all advertising and promotional activities related to the operation of the Premises.
- b. Assume responsibility and cost of all the design and installation of all indoor, outdoor and common area signage.
- c. Lighthouse Festival Theatre shall recognize the financial and non-financial support of the City (e.g., in providing the parking, utilities, snow removal and landscaping of the Lighthouse Festival Theatre at no additional cost) in its advertising and promotional activities at such times, places and in such a manner as the Lighthouse Festival Theatre shall determine, in its discretion and in accordance with its policies and procedures, such promotion and recognition of the City to be subject to the approval of the City, acting reasonably.

- d. Clear and permanent recognition of the City will be reasonably displayed at the Premises in accordance with the policies and procedures of both the City and Lighthouse Festival Theatre and as the City and Lighthouse Festival Theatre may agree, acting reasonably.

4.20 Rate sand Fees:

Lighthouse Festival Theatre shall:

- a. Collect fees from the user groups contracted to use the Premises, and ensure that user groups are informed of any future annual increase in user group fees in advance of any future annual increase in user group fees in advance of entering into a rental contract.
- b. Be solely responsible for the proper taking, handling control, safe keeping, and accounting of all payments regardless of method.
- c. Ensure that rates and fees for services are fair and competitive to encourage maximum participation of the community. Provided the City acknowledges and accepts that during the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, Lighthouse Festival Theatre's own programming shall have paramountcy, and nothing in section 4.21 shall qualify or minimize the discretion of the Lighthouse Festival Theatre set out in Article 3 above.

All fees, charges and other payments received Lighthouse Festival Theatre in respect of user groups and other third parties use of the Premises during the term shall belong, in full, to Lighthouse Festival Theatre.

4.21 City Use of Premises:

Lighthouse Festival Theatre shall provide free use of the Premises to the City for Civic functions upon reasonable notice at any time, provided that during the Lighthouse Festival Theatre's season and preparation thereof, being the months May through October, inclusive, the City's right to use of the Premises shall be restricted in that it shall not unreasonably interfere with the programming of the Lighthouse Festival Theatre. The City's use of the Premises shall be at its own risk and Lighthouse Festival Theatre shall have no liability with respect to the City's use of the Premises pursuant to section|4.21|

4.22 Sponsorship, Donations, Fundraising and Grants:

a. Pursuit of Support:

In accordance with their respective policies and procedures, the City and Lighthouse Festival Theatre may, from time to time and as they agree, cooperate to undertake sponsorship, donation, fundraising, and grant application activities in support of its own operations and improvements at the Premises.

b. Vision Alignment:

Seek out sponsorship opportunities with third parties who have a positive public image, reflect a high level of integrity, and who reflect the values and maintain operational policies that are not in conflict with the City's values, mandate or operating policies.

c. In-Kind Contributions:

Acknowledge that the City is providing an in-kind contribution by providing to it the following services at no additional cost:

- i. Non-exclusive access to parking facilities;
- ii. Utilities;
- iii. Snow removal;
- iv. Landscaping and ground maintenance

d. City Recognition:

The City will receive recognition of ongoing in-kind contributions and its overall financial support, in accordance with Lighthouse Festival Theatre's sponsorship policies and procedures. Clear and permanent identification of the City will be displayed in adherence to branding guidelines established by the City.

4.23 Reporting:

Lighthouse Festival Theatre shall:

- a. Prepare and submit a report, twice annually, to the City's Director of Museum and Culture outlining program delivery activities, including an up-to-date copy of all rates and fees, as well as listing of all user groups (name of each organization), including dates of usage, the total number of days the Premises was utilized by each user group, as well as attendance numbers, revenue, ticket sales, and event schedules for each;

- b. Annually provide the City's Treasurer, via the City's Director of Museum and Culture, with semi-annual reports regarding rental activity, fees collected, profit and loss statements for the period of January 1 to June 30 (submitted by July 30) of every year, and for the period of July 1 to December 31 (submitted by January 30) of every year. Year-end financial statements (including a detailed accounting of all revenues and expenses) prepared for Lighthouse Festival Theatre shall be submitted to the City by November 30, annually. Lighthouse Festival Theatre shall allow the City access to examine financial records pertaining to the management activities of the Premises, upon request.
- c. Annually make a presentation outlining financial performance, program delivery and quality satisfaction to the City's Council.

4.24 Environmental Sustainability:

Demonstrate a commitment to environmental stewardship and, where reasonably practicable, adopt and utilize environmentally sustainable operating practices and procurement procedures including, but not limited to, waste reduction/diversion measures, procurement of locally sourced products/ materials, water and energy conservation (i.e. purchase and use of Energy STAR-qualified office equipment, electronics, appliances and energy efficient lighting).

4.25 Affordability of Services:

Develop and implement methods to provide affordable access to its events, programs and services to accommodate participation amongst all segments of the community.

4.26 Healthy Food Options:

Promote healthy eating choices, and offer healthy food options for patrons of its events, programs and services, particularly those involving children/youth.

4.27 Health and Safety:

Ensure compliance with all Health and Safety legislation as stipulated under the *Occupational Health and Safety Act*, and any other federal, provincial or municipal health and safety requirements that apply to the type of work Lighthouse Festival Theatre undertakes, and as it pertains to the safety and security of the Premises and the employees and patrons within. This includes adherence to all City Health and Safety requirements and procedures related to

the procurement and utilization of contracted services. Lighthouse Festival Theatre shall provide the City with access to training records, as it pertains to the *Occupational Health and Safety Act*, for its employees contractors and volunteers, upon written request.

4.28 Accessibility:

Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, or successor legislation.

4.29 Compliance with Laws:

Adhere to all federal, provincial or municipal legislation, regulations, by-laws or orders of all governmental authorities or courts having jurisdiction. This includes compliance with applicable City policies, all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the Lighthouse Festival Theatre's use and occupation thereof including, without limitation, police, fire, and health regulations, and save and except as same may be the obligations of the City as outlined herein. Lighthouse Festival Theatre shall not: do or suffer any waste or damage, disfiguration or injury to the Premises; permit any overloading of any part of the Premises; use or permit to be used any part of the Premises for any illegal or unlawful purpose.

5. Liens and Encumbrances:

During the Term, the City shall covenant and agree to be responsible for:

5.1 Assignment of Responsibility:

Assign responsibility and authority for the overall scheduling and operating of the Premises to Lighthouse Festival Theatre to be carried out in accordance with this agreement. With respect to the contracts identified in Schedule "C", shall assign and direct any future payments to Lighthouse Festival Theatre; and any fee, ticket sales or other payments already received by the City in respect of any contract set out in Schedule "C" shall be forthwith paid over, in full, to Lighthouse Festival Theatre in respect of those schedule "C" contracts.

5.2 Management Fee:

Recognize that regular use, management and occupation of the Premises may have direct and indirect benefits to the City of Port Colborne, specifically, cultural and economic development benefits. Therefore, in recognition of these potential contributions towards the cultural and economic development of the City of Port

Colborne through its use and occupancy of the Premises, the City shall pay to Lighthouse Festival Theatre a total amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per year of the lease, on the first date of December in each year of the term, or additional amount(s) as may be approved by the City's Council. The parties acknowledge and agree that Lighthouse Festival Theatre may lobby the City and its Council for further and other sums during the Term, though the City shall have no obligation whatsoever to provide any additional funding. Notwithstanding that it is responsible to fully fund the cost of its operations at the Premises except as otherwise expressly provided therein.

5.3 Taxes:

Be responsible for realty taxes allocated to the Premises.

5.4 Recognition of Sole User:

Recognize Lighthouse Festival Theatre as the sole user of the Premises subject to the City's use in accordance with Section 4.21.

5.5 Parking and Ingress and Egress:

The City Shall:

- a. Provide non-exclusive parking of the parking facilities associated with Roselawn Centre for Lighthouse Festival Theatre, its employees, agents, contractors, licencees, subleases, invites and guests. Lighthouse Festival Theatre shall have such use of the parking facilities at no additional cost, fee or expense.
- b. The City shall not be responsible for any loss or damage to persons or property, however caused, during the course of Lighthouse Festival Theatre's use of the parking facilities. Illegally parked vehicles may be tagged and/or towed at the owner's expense, such enforcement to be the responsibility of Lighthouse Festival Theatre, at their sole expense.
- c. Lighthouse Festival Theatre may, at its discretion and at its own expense, employ parking attendants to monitor and oversee use of the parking facilities during its operation at the Premises.
- d. The City shall ensure no portions of sidewalks, entries, passages, doorways or ways of access to the premises from outside will be obstructed.

5.6 Heating and Cooling:

The City Shall maintain a comfortable level of heating and air conditioning for the Premises to the standard required for similar properties owned or operated by the City.

5.7 Utilities:

The City shall assume the responsibility of the provision of all water, gas, electricity and other utilities used in respect of the Premises and cost of usage of such services.

5.8 Winter Control:

The City shall assume the responsibility and cost of snow and ice removal from the parking lot and sidewalks and other access facilities serving the Premises, in accordance with regulatory minimum maintenance standards, and the policies and procedures of the City to the standard required for similar properties owned or operated by the City.

5.9 Routine Repairs and Maintenance: The City shall:

- a. Be responsible for any and all repairs and replacements to any and all HVAC and utility systems servicing the Premises, in whole or in part, and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities; provided that the City understands and agrees that prompt repair and replacement to all HVAC and utility systems is material to the success of operations at the Premises, which include live theatre performances and related programming, and may require attention earlier than would be expected of other City facilities.
- b. Be responsible for any and all structural repairs to and replacement to the Premises and those parts of the Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein including, without limitation, the cost of replacement of the roof or any component thereof. Such work shall be performed to a standard, and in a timeframe similar, to that provided for other City facilities.
- c. Be responsible for maintenance, repairs and replacements of any exterior part of the Premises or Roselawn Centre or lands on which

same are situated including, without limitation, landscaping and yard maintenance, to a standard similar to that provided for other City facilities.

5.10 Capital Repairs and Maintenance:

Assume responsibility for any and all capital repairs and replacement to the parking lot, driveway, accessibility infrastructure and other access facilities associated with the Premises or those parts of the Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.

5.11 Repairs and Maintenance – Scheduling:

- a. As the sole owner of Roselawn Centre, the City shall at all times have the right of access to the Premises for maintenance and repair purposes.

- b. Notwithstanding the above, the City shall take reasonable precautions and attempt to schedule any work related to its responsibilities or to such other parts of the Roselawn Centre that may reasonably affect the Lighthouse Festival Theatre's operations so as not to unreasonably interfere with the Lighthouse Festival Theatre's operations or those its licencees or subleases and to minimize interference with the Lighthouse Festival Theatre's use and enjoyment of the Premises. Save and except in the case of emergencies, the City shall provide at least three (3) days notice prior to carrying out such work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably the Lighthouse Festival Theatre's operations (including, without limitation, making repairs, alterations or improvements to the Premises or those parts of the Roselawn Centre) and any such work shall not be conducted and the City shall not have access to the Premises during hours in which live performances are being conducted at the Premises. Exceptional circumstances such as those related to health and safety, security, building and equipment failure shall override the notice period.

5.12 Repairs and Maintenance: Requests:

The City shall respond to the normal maintenance of the Premises as may be requested by Lighthouse Festival Theatre, in writing, addressed to the attention of the City's Director of Museum and Culture. From time to time the City may appoint a person or persons as the primary representative of the City for such maintenance and repair requests by Lighthouse Festival Theatre. The City acknowledges and agrees that certain maintenance and repair requests may require prompt attention and resolution by the City given the nature of operations at the Premises. The obligation of the City to repair shall be at the City's discretion and shall be in accordance with the City's obligations to repair and provide maintenance pursuant to the terms of this Agreement.

5.13 Prohibited Access:

Where possible, prohibit access to the Premises from other interior parts of the Roselawn Centre, except as may be required under the *Fire Code*.

6. Cooperation Between Parties

The following outline areas of cooperation and coordination between the City and Lighthouse Festival Theatre:

- a. To promote and maximize arts and culture opportunities to generate positive local economic activity through the provision of programs and services to meet the needs of the community and visitors.
- b. To be mutually supportive of one another in the application for provincial and federal grants.
- c. To be mutually supportive of one another in fundraising initiatives including being sensitive to avoid overlap of campaigns.
- d. To cooperate in an extent that is reasonably possible in areas of staff expertise, equipment maintenance, and facility development to reduce direct operating costs, where possible.
- e. To work together in booking their respective spaces in Roselawn Centre to ensure that activities in one space do not negatively impact the other's operations, provided the City acknowledges and accepts the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, have paramountcy.

- f. To not incur expenses on behalf of the other party without having first obtained expressed written permission.

7. Improvements to the Premises:

7.1 Improvements Defined:

In this Section, "improvements" means all fixtures, installations, alterations and additions from time to time made, erected or installed on or in the Premises including doors, hardware, partitions and carpeting but excluding trade fixtures and furniture and equipment not in the nature of fixtures and painting.

7.2 Improvement: Consent:

Lighthouse Festival Theatre will not make in or on the Premises any improvements without first obtaining the City's consent, which shall not be unreasonably withheld, but such consent may require the submission of drawings and specifications to the City, unless any such improvements:

- a. does not relate to any of the City's obligations in Sections 5 above;
- b. does not affect any historical designation in respect of Roselawn Centre;
- c. does not affect the structural integrity of Roselawn Centre; and
- d. does not exceed, inclusive of labour but exclusive of any sales tax, the sum of \$5,000.

7.3 Improvements – Funding:

Improvements that require the City's consent and for which consent is obtained, shall be paid for by the Lighthouse Festival Theatre. Any improvements made to the Premises shall become the property of the City upon their installation.

7.4 Improvements: Recommended:

Lighthouse Festival Theatre may recommend capital equipment and Improvements to the City from time to time, and the City may consider

same as part of its budget approval process, but the City is under no obligation to contribute to such capital equipment and improvements. Lighthouse Festival Theatre acknowledges that the City is not responsible for Improvements and/or repair and maintenance of improvements, intended to customize the Premises for the particular needs of Lighthouse Festival Theatre.

8. Smoking Prohibited:

Roselawn Centre is designated as a non-smoking facility by the City of Port Colborne and the Niagara Region. Smoking (including vaping, e-cigarettes, and cannabis) is therefore prohibited in and around the Premises. Under this Agreement, Lighthouse Festival Theatre is responsible for strictly enforcing smoking regulations. Failure on part of Lighthouse Festival Theatre to enforce these regulations with any of its patrons, staff, volunteers and or personnel will constitute a breach of this Agreement.

9. Indemnification:

- a. Lighthouse Festival Theatre 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, causes of action, losses, expenses, fines, costs (including legal costs on a subsequent indemnity basis), 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, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, willful misconduct of Lighthouse Festival Theatre, 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 Agreement. This indemnity shall be in addition to, and not in lieu of, any insurance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.
- b. Lighthouse Festival Theatre agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to

the extent of and arising out of or related to Lighthouse Festival Theatre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

10. Insurance:

10.1 Insurance Held by the City:

The City Shall carry appropriate insurance coverage for Roselawn Centre, including the Premises.

10.2 Insurance Heald by Lighthouse Festival Theatre:

Lighthouse Festival Theatre shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario for the following coverages:

- a. Commercial General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
 - i. have inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
 - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - iii. name the City as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without thirty (30) days prior written notice to the parties.
- b. Obtain and maintain in full force and effect all risks property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:

- i. All property owned by Lighthouse Festival Theatre, or for which Lighthouse Festival Theatre is legally liable, or installed by or on behalf of Lighthouse Festival Theatre, and located within the Premises including, but not limited to, equipment, fixtures, fittings, installations, alterations, additions, partitions, and all other leasehold improvements, and
- ii. Lighthouse Festival Theatre's inventory, furniture and moveable equipment.
- c. Lighthouse Festival Theatre will promptly furnish to the City certificates of insurance duly executed by Lighthouse Festival Theatre's insurer/insurance brokers evidencing that the required insurance is in force, upon policy updates, signing of this Agreement and on each and every renewal date of said policy.
- d. The City reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances, at the sole cost of Lighthouse Festival Theatre.
- e. Lighthouse Festival Theatre shall immediately notify the City of any occurrences or any event which could reasonably be expected to expose the City or Lighthouse Festival Theatre to material liability of any kind whether under this Agreement or otherwise.
- f. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Objectionable People:

a. Ejection from the Premises:

The City reserves the right to eject or cause to be ejected from the Premises any objectional person or persons. Neither the City nor any of its officers, agents or employees shall be liable for any damages that may be sustained by Lighthouse Festival Theatre through the City's exercise of such right.

b. Objectional Persons Defined:

The Term "objectionable persons" shall include but is not limited to those who by virtue of disorderly conduct, intoxication, disruptive behaviour, violation of building policy, municipal, provincial or federal law, make proper conduct of business, or an event, or the enjoyment by others of the event, difficult or impossible.

12. Right to Extend:

Provided that Lighthouse Festival Theatre is not in default of any terms of this Agreement, then, upon delivery of written notice exercising this right given to the City not more than eighteen (18) months and not less than nine (9) months before the expiration of the Term, Lighthouse Festival Theatre shall have the right to extend the Term of this Agreement for the whole of the Premises at the expiration of the Term for a period of five (5) years (the "Extended Term"). The Extended Term shall be on the same terms and conditions as this Agreement, save and except for provisions concerning the Management Fee and the expenses paid or responsibilities performed by the City under this Agreement. The above terms to be negotiated, shall be negotiated by the parties by taking into account the audited financial statements of Lighthouse Festival Theatre, the reports of community participation, the use of the Premises by user groups and the City's prevailing budgetary restraints.

13. Termination

13.1 Termination by the City:

In the event there is a material default by Lighthouse Festival Theatre in its performance of any of the Terms of this Agreement (a "Material Default" being a default which has the effect of depriving the City of its objectives in the entering into this Agreement), the City shall provide Lighthouse Festival Theatre with written notice of such default. Lighthouse Festival Theatre shall have twenty (20) days from delivery of the notice to cure the default to the satisfaction of the City, failing which the City may immediately terminate this Agreement and all amounts due and owing who by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

13.2 Immediate Termination by the City:

Despite any other provisions in this Agreement, the City may immediately terminate this Agreement in any of the following circumstances, and in so doing, the City shall not be liable for losses incurred by Lighthouse Festive Theatre:

- a. Lighthouse Festival Theatre becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Lighthouse Festival Theatre or any steps are taken for the dissolution, winding up or other termination of Lighthouse Festival Theatre's existence;
- b. Lighthouse Festival Theatre is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Lighthouse Festival Theatre; or
- c. The Premises are declared uninhabitable for reasons of safety by the proper authority.
- d. Lighthouse Festival Theatre or its representatives willfully cause damage to the Premises or willfully or negligently act in a way which has or may damage the reputation of the City

13.3 Remedies for Default:

- a. In the event there is a default by Lighthouse Festival Theatre in its performance of any of the Terms of this Agreement and the default is continuing, the City shall have the right, in addition to any other right or remedy available at law or in this Agreement, to:
 - i. bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or
 - ii. remedy the default and be entitled upon demand to be reimbursed by Lighthouse Festival Theatre (and to bring any

legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the City together with interest at a rate of five percent (5%); and/or

iii. Bring any action at law as may be permitted in order to recover damages.

- b. The rights available to the parties under this Agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the City from exercising any one or more such rights or a combination thereof from time to time thereafter or simultaneously.

13.4 Enforcement of Agreement

Lighthouse Festival Theatre shall pay all damages, losses, expenses and costs (on a solicitor and client basis) incurred by the City in enforcing the Terms, covenants and conditions of Lighthouse Festival Theatre in this Agreement by reason of any intentional or negligent act or omission of subcontractors in executing Lighthouse Festival Theatre's covenants and obligations in this Agreement.

13.5 Dispute Resolution:

- a. A party claiming that a dispute has arisen with respect to the interpretation or operation of any part of this Agreement may give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b. Within twenty (20) business days of the receipt of the notice specified in this section 13.5 or, if the dispute relates to a claim of material default, in section 13.1, by the other party, two (2) representatives from Lighthouse Festival Theatre and two (2) representatives from the City shall meet and use their best efforts and good faith to seek a resolution of the dispute.

- c. In the event the dispute is not resolved by representatives of the parties within twenty (20) business days from the date of delivery of the notice in either section 13.5(a) or 13.1, as the case may be, then either party may refer the dispute to mediation in accordance with and subject to the provision of any mediation legislation in force in Ontario as amended from time to time, and all decisions made pursuant to such mediation shall be final and binding up the parties hereto.

13.6 Termination by Lighthouse Festival Theatre:

Lighthouse Festival Theatre may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to the City. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice.

13.7 Termination by the City:

The City may terminate this Agreement for any reason whatsoever upon providing six (6) months written notice to Lighthouse Festival Theatre; provided Lighthouse Festival Theatre's scheduled programming season shall be preserved. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within 30 (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice including, without limitation, Lighthouse Festival Theatre's own scheduled season of programming being the months of May through October.

13.8 Uncontrollable Circumstances:

Neither party shall be liable for breach, default or delay in performance of any of its obligations under this Agreement (except an obligation to make

payment when due) in the event such party is rendered unable, wholly, or in part, to carry out its respective obligations as a result of an uncontrollable circumstance (referred to herein as an "Uncontrollable Circumstance"). Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by Uncontrollable Circumstance.

14. State of Repair:

Lighthouse Festival Theatre agrees to leave the Premises undamaged and in a good state of repair and tidy condition, with all refuse gathered and all equipment, supplies and materials under its ownership and control removed from the building upon termination of this Agreement. At the end of Term, including the exercises of a Renewal or Termination, all capital improvements shall become the property of the City.

15. Lighthouse Festival Theatre as an Independent Contractor:

The parties hereto agree that the Lighthouse Festival Theatre is an independent contractor providing the aforesaid services to the City pursuant to this Agreement, and accordingly all rights and responsibilities or the training instruction, management and control of employees of Lighthouse Festival Theatre shall at all times remain with Lighthouse Festival Theatre. Lighthouse Festival Theatre shall be treated as independent of the City and shall be responsible at all times, including termination of this Agreement, for all costs associated with its employees, including wages and salaries, benefits, and unemployment compensation, any associated tax liabilities.

16. Assignment Subleases:

The provisions of this Agreement shall not be assignable by either party (except as provided herein), and no rights hereunder shall ensure to the benefit of any assignee or successor of Lighthouse Festival Theatre, without the City's consent; provided that Lighthouse Festival Theatre shall be permitted, without consent of the City, to sublease or licence all or part of the Premises during the Term of the City, to sublease or licence all or part of the Premises during the Term and for less than the full Term to any third party for the purposes of that third party carrying out live performances and related activities within the Premises pursuant to the

terms of this Agreement, provided Lighthouse Festival Theatre shall remain liable for all its obligations under this Agreement or the Lease during any and all such subleases or licences.

17. Amendments:

The parties agree that if an amendment to any clause of this Agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending Agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

18. Notice:

a. Method of Notice:

Any notice which may be or is required to be given under this Agreement shall be sufficiently given if mailed in Canada, registered and postage prepaid, delivered by prepaid courier or sent by facsimile or other electronic means as provided below:

THE CITY

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

LIGHTHOUSE FESTIVAL THEATRE

P.O Box 1208
247 Main Street
Port Dover, Ontario N0A 1N0
Attention: Executive Director

b. Deemed Receipt

Notice shall be deemed to have been received on the date of delivery if such is a business day (a "business day" being a day that the City's municipal offices at 66 Charlotte Street, Port Colborne are open to the public for business) and delivery is made prior to 4p.m. local time, and otherwise on the next day that is a business day.

c. Days Defined:

For the purposes of this Agreement, the term "days" shall not include Saturdays, Sundays, or paid holidays.

19. Schedule:

The following Schedules, attached hereto, forms part of and are incorporated into this Agreement:

Schedule "A" – Depiction of the Premises

Schedule "B" – Inventory of Equipment and Supplies

20. Binding:

This Agreement shall ensure and be binding upon the parties hereto, their respective successors and assigns. This Agreement, including the Schedules hereto, supersedes any and all other agreements, whether oral or in writing, between the hereto, and subject to any agreement relating to specified services entered into pursuant to this Agreement, contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, statement, or promise not contained in this Agreement shall be valid or binding.

21. Severability:

If any term, covenant or condition of this Agreement or application thereof to any person or circumstance is to any extent rendered invalid, unenforceable or illegal, the remainder of this Letter or the applicable term, covenant and condition to persons or circumstances other than those with respect to which it is held invalid, unenforceable or illegal is not affected thereby and continues to be applicable and enforceable.

22. Freedom of Information and Protection of Privacy

The parties hereto acknowledge that the provisions of this Agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information Act and Protection of Privacy Act*.

23. Counterparts:

This Agreement may be executed in counterparts and by facsimile transmission, in .pdf format or by electronic transmission, and when each party has executed a counterpart either originally or by facsimile transmission, in .pdf format or by way of an electronically transmitted document and signature, each such counterpart shall be deemed to be an original, and all of such counterparts when taken together shall constitute one and the same document, and each such signature shall be deemed to be an original signature binding the parties to this Agreement.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this _____ day of _____ 2025.

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

Per: _____

Name: William C. Steele

Title: Mayor

Per: _____

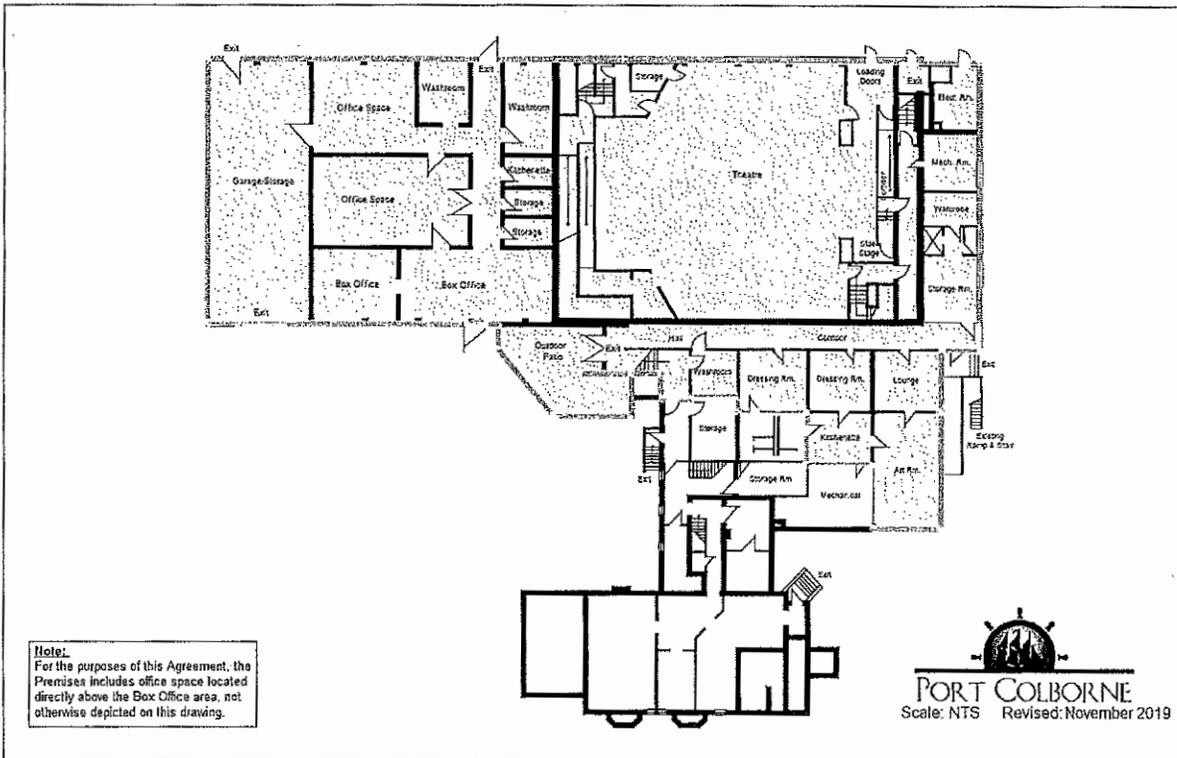
Name: Charlotte Madden

Title: City Clerk

I/We have authority to bind the
Corporation

**LIGHTHOUSE FESTIVAL THEATRE
CORPORATION**

Schedule "A"
Agreement Between The City of Port Colborne and Lighthouse Festival Theatre
Depiction of the Premises



Agreement Between The City of Port Colborne and Lighthouse Festival Theatre
Inventory of Equipment and Supplies

City Owned Equipment and Supplies:

Sufficient equipment is included with the Premises to enable a functioning theatre and related services for entertainment and the performing arts. The equipment varies in value, age and quality.

Sound Equipment:

Loudspeakers providing complete coverage of the seating area rigged and connected to amplifiers of appropriate power and load handling ability. A mixing console with input channels and appropriate equalization, and patching facilities. Microphone and speaker circuitry from the stage to booth, including:

1. Yamaha Graphic Equalizer Model #2031A \$20
2. Behringer Audio Interactive Dynamics Processor Model #MDX2100 \$20
3. 2 x Crest Audio 450 watt/ 4 ohms per channel Model #Vs900 \$25
4. 2 x Electro Voice Model #FM-12C 12" 8 ohms 200 watt \$15 per
5. 2 x Shure SM 58 \$80 per
- 10.1 x Remote Speaker Station Model # KB 111A] with Handset Model #HS 6 \$75
- 11.1 x 24channel snake SR \$250

Lighting Equipment:

LEKOS:

1. 6 x Generic 6inch w barn doors \$25 per

FRESNELS:

1. 14 x Colortrans 6inch w barn doors 1000watts \$30 per

DMX:

1. 4 x 5 pin 25foot \$20 per

ACCESSORIES:

1. 8 x Gobo holders for Lee Instruments \$5 per

DIMMERS:

1. 6 x IPS Dimmer Strips 6 per@1.2K per dimmer \$700
2. 1 x IPS Dimmer Box \$600

Stage Equipment:

Soft goods include a main velour curtain, 2 black velour borders, 2 pair black legs. Rigging system as installed, with all line sets in safe working order.

1. Ladders : (1) small, (1) medium, (2) large

Theatre Seating:

The theatre comes equipped with seating to accommodate up to 267 patrons using floor seating, and up to 16 patrons using balcony seating.

Garage – Tools and Equipment:

1. VARIOUS RISERS, FLATS AND SET PIECES
2. BUILDING MATERIALS (plywood, 2 x 4s)
3. TOOLS: various hand tools, various power tools
4. EXTENSION LADDER

PIPES (various sizes)

5. STORAGE UNIT (currently housing paint and supplies)
6. MISCELLANEOUS HARDWARE

Additional Equipment (Contributed by Lighthouse Festival Theatre):

The Premises is furnished with the following equipment and supplies, as contributed by Lighthouse Festival Theatre:

Sound Equipment:

1. 3 X Apex floor mics - \$350 each
2. 1 X Behringer X32 - \$2500 (The compact on the list will be sold)
3. 8 X Powered monitors – Yorkville XY10P
4. 5 X SM 58 mics
5. 3 X SM 57 mics
6. 3 X APEX 326 mics with clips
7. 1 X APEX 325 drum mic
8. 4 X Line 6 XD-V35 (Wireless) mics
9. 4 X Line 6 XD-V35 Receivers
10. 1 X PV4x10 Subwoofer
11. 8 X Tall mic stands w boom
12. 5 X Straight Stands w round base and boom
13. 4 X Mini stands
14. 3 X additional round bases
15. 2 X gooseneck attachments
16. 4 X ART Passive DI boxes
17. 2 X Art Dual Passive DI boxes
18. 2 X Radial Stage Bug
19. 1 X Listen: 72 MHz Transmitter
20. 6 X Listen: LR-300-072 Recievers
21. 1 X Mac mini w Qlab, monitor, mouse, and keyboard
22. 1 X Presonus
23. 1 X Midas DL 16x8 Stage box
24. 3 X JBL Central 2P speakers

CABLES:

1. 15 X ¼" instrument cables (lengths vary)
2. 29 X XLR cables (lengths vary)
3. 20 X Euro power cables (lengths vary)
4. Assorted array of adaptors (silver case, can provide more detailed inventory if necessary)

Communication Equipment:

1. Belt Packs (4) \$100 per
2. Headsets (6) \$50 per

Lighting Equipment:

LIGHTS:

1. 13 X ETC Source 4 lustrs series 2 - \$3000 each
2. 6 X pro lights barrels - \$300 each
3. 19 X ETC Source 4 750w conventional fixtures
4. 12 X ETC Colorsource PAR fixtures
5. 4 X Altman Cyc lights
6. 4 X ETC Colorsource cyc fixtures

BARRELS:

1. 3 X 19 degree barrel
2. 13 X 26 degree barrel
3. 3 X 26 Degree EDLT barrel
4. 10 X 36 degree barrel
5. 2 X 50 degree barrel
6. 2 X 50 degree EDLT barrel
7. 5 X 50 degree LED barrel

ACCESSORIES:

1. 3 X City Theatrical iCue DMX mirror
2. 3 X City Theatrical DMX Iris
3. 1 X City Theatrical power supply unit
4. 1 X Optosplitter
5. 3 X Top hats
6. 20 X Gobo holders (A and B size)
7. Various lighting gels, gel frames, diffusers, and gobos

CABLES:

1. 48 X 5 pin DMX cables (lengths vary)
2. 14 X 4 pin DMX/Power cables (lengths vary)
3. 19 X Powercon cables (lengths vary)
4. 21 X Powercon jumper cables (lengths vary)
5. 17 X U-ground extension cables (lengths vary)
6. 10 X power bars
7. 2 X Socapex extension cables
8. 50 X twistlock cables (lengths vary)
9. 15 X Plug Twistlock to socket U-ground cables (lengths vary)
10. 7 X Socket Twistlock to plug U-ground cables (lengths vary)
11. 1 X twistlock two-for

DIMMERS:

1. 2 X Smartfade dimmers

Masking:

1. PIPE & DRAPE SYSTEM
2. BLACK BORDER (2)

Projections:

2. 1 X Christie DWU500S Short Throe projector
3. 3 X VGA cables (lengths vary)
4. 1 X HDMI cable (50')
5. 1 X Projector mount

Misc.

1. Basket Ladder
2. Disco ball
3. Infrared viewer and camera system
4. 1 X router
5. 1 X CAT5 network cable
6. Sewing machine
7. 6 X Folding tables
8. 5 X Music stands
9. 6 X black stools

Shop Equipment:

1. Festool classic – Hepa dust collection and accessories
2. Bostitch Air compressor and accessories (hoses, nail gun, staple gun)
3. Ridgid band saw
4. Ridgid shop vac
5. Dewalt chop saw
6. Table saw
7. Flammables cabinet
8. Dewalt circular saw
9. Dewalt sander
10. Dewalt Jig saw
11. Mini gorilla dust collection system
12. foldable bench
13. Utility Sink in paint room

This Agreement made in triplicate this _____ day of _____, 2025

- Between -

THE CORPORATION OF THE CITY OF PORT COLBORNE

66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

(Hereinafter referred to as the "City")

- and -

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

P.O. Box 1208, 247 Main Street, Port Dover, Ontario, NOA 1N0

(herein referred to as "Lighthouse Festival Theatre")

WHEREAS the City owns the building municipally known as the Roselawn Centre (hereafter referred to as the "Roselawn Centre"), located at 296 Fielden Avenue, Port Colborne, Ontario, L3K 4T6; and

WHEREAS the City is desirous of having the Roselawn Centre regularly and well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities incidental or ancillary thereto; and

WHEREAS the City requires an independent contractor to operate and manage theatre programming and ancillary services, and is desirous of having certain premises within the Roselawn Centre, as described herein, utilized for said purpose, in accordance with the terms and conditions of this Agreement; and

WHEREAS Lighthouse Festival Theatre, incorporated in 1981 and located in Port Dover, is a year round theatre, that presents high quality professional theatre with a focus on Canadian artists for the Niagara Region, building a stronger subscription base, developing relationships with sponsors and donors, and investing back into the artistic community; and

WHEREAS the City often seeks and makes use of relationships with local recreational and cultural organizations through service and other agreements to deliver to the community valuable programming and events that may enrich the quality of life and contribute to a strong sense of community; and

WHEREAS Lighthouse Festival Theatre has an established presence in the community and relationship with the City, having successfully delivered theatre production and box office services (operating as Showboat Festival Theatre) at the Roselawn Centre since 2012, and

WHEREAS the City is desirous to have Lighthouse Festival Theatre manage and operate theatre programming and ancillary services at the Roselawn Centre; and

WHEREAS the City and Lighthouse Festival Theatre are committed to ensuring that the Roselawn Centre is properly maintained and well-used by the community, visitors and user groups for the continued economic and cultural development of the City of Port Colborne.

NOW THEREFORE, in consideration of the covenants herein, the City and Lighthouse Festival Theatre hereby agree as follows:

1. Managed Premises Defined:

The managed premises (the "premises"), as it pertains to this Agreement, defined as an area of approximately 12,000 square feet located within the Roselawn Centre, including the box office, theatre space, office space, front house, washrooms, lobby, basement, garage, and storage; all shown as highlighted on Schedule "A". The Premises do not include the heritage home, President's Room, back bar or kitchen.

2. Term:

The term shall be for a period of FIVE (5) YEARS (the "Term"), computed from March 28, 2025 or such earlier date as the parties may otherwise agree in writing (the "Commencement Date"), unless terminated as provided herein.

3. Permitted Uses:

Lighthouse Festival Theatre shall have exclusive use and occupancy of the Premises for the purposes of carrying out its objectives and obligations under this Agreement throughout the Term and any renewal or extension thereof

principally as a theatre or centre for the performing arts and activities incidental or ancillary thereto including short term licences of the Premises (or parts thereof) to third parties for same or similar uses, food and beverage services (including obtaining and maintaining its own liquor sales licence) and Lighthouse Festival Theatre own programming; subject to use by the City as set out in section 4.21 below). Lighthouse Festival Theatre shall have discretion regarding program scheduling and content, subject to the City's right to prohibit any programming which it deems, in its sole discretion, acting reasonably, to be contrary to the morals and values of the City of Port Colborne. Lighthouse Festival Theatre shall have the discretion to set the fees and other charges for participation in its own programming or for any use or occupancy of the Premises, in whole or in part, by third parties during the term, which fees and other charges shall be, in full, to Lighthouse Festival Theatre.

4. Covenants of Lighthouse Festival Theatre:

During the Term, the Lighthouse Festival Theatre shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

4.1 Licence Fee:

Lighthouse Festival Theatre shall pay to the City a basic licence fee for the premises at a rate of ONE DOLLAR (\$1.00) per year. The parties acknowledge and agree that the City, with or without the direction of the Council (hereby known as "Council"), may lobby Lighthouse Festival Theatre for further and other sums during the Term but Lighthouse Festival Theatre shall be under no obligation to pay any such further and other sums so lobbied during the Term.

4.2 High Quality Experiences and Services:

Lighthouse Festival Theatre shall provide high quality services and programs delivered by qualified staff and volunteers; customer service will be proactive, attentive and responsive to patron needs, as evidenced by positive and professional administration; all on a commercially reasonable basis and appreciating the not-for-profit corporate status and operations of Lighthouse Festival Theatre. Nothing in this subsection 4.3 shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

4.3 Performance Fees:

Lighthouse Festival Theatre shall be responsible for all applicable Society of Composers, Authors and Music Publishers of Canada/Performing Arts and Licencing Fees as may be required during the Term.

4.4 State of Repair

Lighthouse Festival Theatre accepts the Premises in the state in which they are found as of the Commencement Date. Lighthouse Festival Theatre shall maintain the Premises in a good and reasonable state of repair consistent with the least the state of the Premises as at the Commencement Date. Lighthouse Festival Theatre shall not do, or permit to be done, anything that will tend to damage mar or in any manner deface the Premises.

4.5 Security: Lighthouse Theatre Festival shall:

- a. Oversee the proper use of the Premises and ensure keys thereto are at all times under control of a duly authorized representative of Lighthouse Festival Theatre. Lighthouse Festival Theatre will have the right to enter the premises at all times during the term of this Agreement, save and except for those times that the City has use of the Premises in accordance with section 4.18. Entrances and exits will be locked and unlocked at such times as may be required for Lighthouse Festival Theatre's use of the Premises,
- b. Accept the security arrangements with respect to the Premises in the state in which they are found as of the Commencement Date. Any changes to the security of the Premises for the purpose of improving security, shall be done by the Lighthouse Festival Theatre at its own expense, and only according to the plans submitted to and approved by the City. Lighthouse Festival Theatre shall be solely responsible for any additional security that Lighthouse Festival Theatre deems necessary for the purpose of the operation and security of the Premises.

4.6 Ingress and Egress:

Lighthouse Festival Theatre shall ensure no portions of the sidewalks, entries, passages, doorways, vestibules, halls, or ways of access to the public utilities of the Premises will be obstructed. Fire exits and aisles in the premises must be kept clear of obstructions at all times.

4.7 Enquiries and Rentals:

- a. coordinate scheduling of the Premises by user groups, and prepare and execute short-term contracts that are longer than thirty (30) days for the use for the use of the Premises by a user group without written consent of the City in its sole discretion, which consent shall not be unreasonably withheld.
- b. ensure proper use of the Premises by all user groups, including compliance with the rules and regulations governing smoking, (including vaping, e-cigarettes, and cannabis) and the consumption of alcohol.
- c. ensure any user groups are aware of their duty to ensure areas in their care are kept in good repair, free and clear of any debris, and remain neat and tidy.

4.8 Licences and Permits :

Lighthouse Festival Theatre shall ensure all requisite licenses, permits and/or approvals from the proper authority are obtained by Lighthouse Festival Theatre, and all user groups, where and when applicable. The failure of Lighthouse Theatre Festival to obtain any requisite licences and permits shall not relieve them of their obligations under this Agreement.

4.9 Bar Service:

At its option, Lighthouse Theatre Festival may open and run a bar for the benefit and use of the patrons of events held at the Premises.

4.10 Refuse Removal:

Lighthouse Festival Theatre shall be responsible for the removal of all refuse resulting from the use of the Premises at its sole cost.

4.11 Janitorial Services:

Lighthouse Festival Theatre shall assume the cost and responsibility for the janitorial cleaning of the Premises.

4.12 Information Technology

Lighthouse Festival Theatre shall provide and maintain its own Information Technology hardware and software assets, the backup and restoration of files,

email and telephone services, staff directories, virus defence and provide internet access and online services for itself and its patrons.

4.13 Programming:

Develop, implement, advertise, promote and operate various arts and culture programming activities at the Premises that meet the shared mission and vision of Lighthouse Festival Theatre and the City, in a manner that services the diverse needs of the community.

4.14 No Exiting Talent/Agent or Other Contract(s):

The City represents and warrants that there are no talent or agent contract(s) or user group contracts or licenses had been issued in the name of the City for any programming or other events whatsoever at the Premises on or after the Commencement Date or that such talent or agent contract(s) or user group contracts or licences that may have been issued in the City for any programming or events whatsoever on or after the Commencement Date (hereinafter referred collectively as "Old Contracts") have been cancelled by the City. The City covenants and agrees that it shall solely be responsible for any Old Contracts without limitation, any costs, damages or other expenses incurred as a result of cancellation by the City, and the City shall indemnify and hold harmless Lighthouse Festival Theatre in respect of and any Old Contracts.

4.15 Furniture, Fixture and Equipment:

Lighthouse Festival Theatre shall supply sufficient furniture, fixtures, equipment and supplies to operate the Premises, except as otherwise the express obligation of the City pursuant to this Agreement. Lighthouse Festival Theatre shall supply at its own expense, and assume sole responsibility for any additional furniture, fixtures, equipment and supplies deemed necessary for the operation of the Premises that is not already included in the inventory of equipment, supplies and material at the Premises as of the Commencement Date, as outlined in Schedule "B" attached hereto and forming part of this Agreement.

Lighthouse Festival Theatre shall be under no obligation to repair or replace any Schedule "B" inventory and, provide further, any Schedule "B" inventory replaced by Lighthouse Festival Theatre at the end of the Term. Any remaining furniture, fixtures, equipment and supplies set out in Schedule "B" that has not been replaced by Lighthouse Festival Theatre shall be returned to the City at the end of the Term "as is" at that time.

4.16 Equipment Maintenance:

Attend to the normal maintenance, repair and replacement of all equipment, which includes, but is not limited to, speakers, cables, lights, communication system, rigging, sound equipment including soundboard and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment.

4.17 Personnel: Lighthouse Festival Theatre shall:

- a. Provide adequate staff and volunteers to operate the Premises. Lighthouse Festival Theatre shall provide and supervise qualified staff to operate the Premises. Lighthouse Festival Theatre is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.

- b. Provide trained technical staff to supervise the use of all Premises equipment by user groups, which training shall be the responsibility of Lighthouse Festival Theatre.

4.18 Professional/Contract Services: Lighthouse Festival Theatre shall Assume the responsibility and cost of related professional services that may be required from time to time for its own operations, including security.

4.19 Advertising and Promotion:

Lighthouse Festival Theatre shall:

- a. Assume the responsibility and cost of all advertising and promotional activities related to the operation of the Premises.
- b. Assume responsibility and cost of all the design and installation of all indoor, outdoor and common area signage.
- c. Lighthouse Festival Theatre shall recognize the financial and non-financial support of the City (e.g., in providing the parking, utilities, snow removal and landscaping of the Lighthouse Festival Theatre at no additional cost) in its advertising and promotional activities at such times, places and in such a manner as the Lighthouse Festival Theatre shall determine, in its discretion and in accordance with its policies and procedures, such promotion and recognition of the City to be subject to the approval of the City, acting reasonably.

- d. Clear and permanent recognition of the City will be reasonably displayed at the Premises in accordance with the policies and procedures of both the City and Lighthouse Festival Theatre and as the City and Lighthouse Festival Theatre may agree, acting reasonably.

4.20 Rate sand Fees:

Lighthouse Festival Theatre shall:

- a. Collect fees from the user groups contracted to use the Premises, and ensure that user groups are informed of any future annual increase in user group fees in advance of any future annual increase in user group fees in advance of entering into a rental contract.
- b. Be solely responsible for the proper taking, handling control, safe keeping, and accounting of all payments regardless of method.
- c. Ensure that rates and fees for services are fair and competitive to encourage maximum participation of the community. Provided the City acknowledges and accepts that during the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, Lighthouse Festival Theatre’s own programming shall have paramountcy, and nothing in section 4.21 shall qualify or minimize the discretion of the Lighthouse Festival Theatre set out in Article 3 above.

All fees, charges and other payments received Lighthouse Festival Theatre in respect of user groups and other third parties use of the Premises during the term shall belong, in full, to Lighthouse Festival Theatre.

4.21 City Use of Premises:

Lighthouse Festival Theatre shall provide free use of the Premises to the City for Civic functions upon reasonable notice at any time, provided that during the Lighthouse Festival Theatre’s season and preparation thereof, being the months May through October, inclusive, the City’s right to use of the Premises shall be restricted in that it shall not unreasonably interfere with the programming of the Lighthouse Festival Theatre. The City’s use of the Premises shall be at its own risk and Lighthouse Festival Theatre shall have no liability with respect to the City’s use of the Premises pursuant to section|4.21|

4.22 Sponsorship, Donations, Fundraising and Grants:

a. Pursuit of Support:

In accordance with their respective policies and procedures, the City and Lighthouse Festival Theatre may, from time to time and as they agree, cooperate to undertake sponsorship, donation, fundraising, and grant application activities in support of its own operations and improvements at the Premises.

b. Vision Alignment:

Seek out sponsorship opportunities with third parties who have a positive public image, reflect a high level of integrity, and who reflect the values and maintain operational policies that are not in conflict with the City's values, mandate or operating policies.

c. In-Kind Contributions:

Acknowledge that the City is providing an in-kind contribution by providing to it the following services at no additional cost:

- i. Non-exclusive access to parking facilities;
- ii. Utilities;
- iii. Snow removal;
- iv. Landscaping and ground maintenance

d. City Recognition:

The City will receive recognition of ongoing in-kind contributions and its overall financial support, in accordance with Lighthouse Festival Theatre's sponsorship policies and procedures. Clear and permanent identification of the City will be displayed in adherence to branding guidelines established by the City.

4.23 Reporting:

Lighthouse Festival Theatre shall:

- a. Prepare and submit a report, twice annually, to the City's Director of Museum and Culture outlining program delivery activities, including an up-to-date copy of all rates and fees, as well as listing of all user groups (name of each organization), including dates of usage, the total number of days the Premises was utilized by each user group, as well as attendance numbers, revenue, ticket sales, and event schedules for each;

- b. Annually provide the City's Treasurer, via the City's Director of Museum and Culture, with semi-annual reports regarding rental activity, fees collected, profit and loss statements for the period of January 1 to June 30 (submitted by July 30) of every year, and for the period of July 1 to December 31 (submitted by January 30) of every year. Year-end financial statements (including a detailed accounting of all revenues and expenses) prepared for Lighthouse Festival Theatre shall be submitted to the City by November 30, annually. Lighthouse Festival Theatre shall allow the City access to examine financial records pertaining to the management activities of the Premises, upon request.
- c. Annually make a presentation outlining financial performance, program delivery and quality satisfaction to the City's Council.

4.24 Environmental Sustainability:

Demonstrate a commitment to environmental stewardship and, where reasonably practicable, adopt and utilize environmentally sustainable operating practices and procurement procedures including, but not limited to, waste reduction/diversion measures, procurement of locally sourced products/materials, water and energy conservation (i.e. purchase and use of Energy STAR-qualified office equipment, electronics, appliances and energy efficient lighting).

4.25 Affordability of Services:

Develop and implement methods to provide affordable access to its events, programs and services to accommodate participation amongst all segments of the community.

4.26 Healthy Food Options:

Promote healthy eating choices, and offer healthy food options for patrons of its events, programs and services, particularly those involving children/youth.

4.27 Health and Safety:

Ensure compliance with all Health and Safety legislation as stipulated under the *Occupational Health and Safety Act*, and any other federal, provincial or municipal health and safety requirements that apply to the type of work Lighthouse Festival Theatre undertakes, and as it pertains to the safety and

security of the Premises and the employees and patrons within. This includes adherence to all City Health and Safety requirements and procedures related to the procurement and utilization of contracted services. Lighthouse Festival Theatre shall provide the City with access to training records, as it pertains to the *Occupational Health and Safety Act*, for its employees contractors and volunteers, upon written request.

4.28 Accessibility:

Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, or successor legislation.

4.29 Compliance with Laws:

Adhere to all federal, provincial or municipal legislation, regulations, by-laws or orders of all governmental authorities or courts having jurisdiction. This includes compliance with applicable City policies, all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the Lighthouse Festival Theatre's use and occupation thereof including, without limitation, police, fire, and health regulations, and save and except as same may be the obligations of the City as outlined herein. Lighthouse Festival Theatre shall not: do or suffer any waste or damage, disfiguration or injury to the Premises; permit any overloading of any part of the Premises; use or permit to be used any part of the Premises for any illegal or unlawful purpose.

5. Liens and Encumbrances:

During the Term, the City shall covenant and agree to be responsible for:

5.1 Assignment of Responsibility:

Assign responsibility and authority for the overall scheduling and operating of the Premises to Lighthouse Festival Theatre to be carried out in accordance with this agreement. With respect to the contracts identified in Schedule "C", shall assign and direct any future payments to Lighthouse Festival Theatre; and any fee, ticket sales or other payments already received by the City in respect of any contract set out in Schedule "C" shall be forthwith paid over, in full, to Lighthouse Festival Theatre in respect of those schedule "C" contracts.

5.2 Management Fee:

Recognize that regular use, management and occupation of the Premises may have direct and indirect benefits to the City of Port Colborne, specifically, cultural

and economic development benefits. Therefore, in recognition of these potential contributions towards the cultural and economic development of the City of Port Colborne through its use and occupancy of the Premises, the City shall pay to Lighthouse Festival Theatre a total amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per year of the lease, on the first date of December in each year of the term, or additional amount(s) as may be approved by the City's Council. The parties acknowledge and agree that Lighthouse Festival Theatre may lobby the City and its Council for further and other sums during the Term, though the City shall have no obligation whatsoever to provide any additional funding. Notwithstanding that it is responsible to fully fund the cost of its operations at the Premises except as otherwise expressly provided therein.

5.3 Taxes:

Be responsible for realty taxes allocated to the Premises.

5.4 Recognition of Sole User:

Recognize Lighthouse Festival Theatre as the sole user of the Premises subject to the City's use in accordance with Section 4.21.

5.5 Parking and Ingress and Egress:

The City Shall:

- a. Provide non-exclusive parking of the parking facilities associated with Roselawn Centre for Lighthouse Festival Theatre, its employees, agents, contractors, licencees, subleases, invites and guests. Lighthouse Festival Theatre shall have such use of the parking facilities at no additional cost, fee or expense.
- b. The City shall not be responsible for any loss or damage to persons or property, however caused, during the course of Lighthouse Festival Theatre's use of the parking facilities. Illegally parked vehicles may be tagged and/or towed at the owner's expense, such enforcement to be the responsibility of Lighthouse Festival Theatre, at their sole expense.
- c. Lighthouse Festival Theatre may, at its discretion and at its own expense, employ parking attendants to monitor and oversee use of the parking facilities during its operation at the Premises.
- d. The City shall ensure no portions of sidewalks, entries, passages, doorways or ways of access to the premises from outside will be obstructed.

5.6 Heating and Cooling:

The City Shall maintain a comfortable level of heating and air conditioning for the Premises to the standard required for similar properties owned or operated by the City.

5.7 Utilities:

The City shall assume the responsibility of the provision of all water, gas, electricity and other utilities used in respect of the Premises and cost of usage of such services.

5.8 Winter Control:

The City shall assume the responsibility and cost of snow and ice removal from the parking lot and sidewalks and other access facilities serving the Premises, in accordance with regulatory minimum maintenance standards, and the policies and procedures of the City to the standard required for similar properties owned or operated by the City.

5.9 Routine Repairs and Maintenance: The City shall:

- a. Be responsible for any and all repairs and replacements to any and all HVAC and utility systems servicing the Premises, in whole or in part, and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities; provided that the City understands and agrees that prompt repair and replacement to all HVAC and utility systems is material to the success of operations at the Premises, which include live theatre performances and related programming, and may require attention earlier than would be expected of other City facilities.
- b. Be responsible for any and all structural repairs to and replacement to the Premises and those parts of the Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein including, without limitation, the cost of replacement of the roof or any component thereof. Such work shall be performed to a standard, and in a timeframe similar, to that provided for other City facilities.

- c. Be responsible for maintenance, repairs and replacements of any exterior part of the Premises or Roselawn Centre or lands on which same are situated including, without limitation, landscaping and yard maintenance, to a standard similar to that provided for other City facilities.

5.10 Capital Repairs and Maintenance:

Assume responsibility for any and all capital repairs and replacement to the parking lot, driveway, accessibility infrastructure and other access facilities associated with the Premises or those parts of the Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.

5.11 Repairs and Maintenance – Scheduling:

- a. As the sole owner of Roselawn Centre, the City shall at all times have the right of access to the Premises for maintenance and repair purposes.

- b. Notwithstanding the above, the City shall take reasonable precautions and attempt to schedule any work related to its responsibilities or to such other parts of the Roselawn Centre that may reasonably affect the Lighthouse Festival Theatre's operations so as not to unreasonably interfere with the Lighthouse Festival Theatre's operations or those its licencees or subleases and to minimize interference with the Lighthouse Festival Theatre's use and enjoyment of the Premises. Save and except in the case of emergencies, the City shall provide at least three (3) days notice prior to carrying out such work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably the Lighthouse Festival Theatre's operations (including, without limitation, making repairs, alterations or improvements to the Premises or those parts of the Roselawn Centre) and any such work shall not be conducted and the City shall not have access to the Premises during hours in which live performances are being conducted at the Premises. Exceptional circumstances such as those related to health and safety, security, building and equipment failure shall override the notice period.

5.12 Repairs and Maintenance: Requests:

The City shall respond to the normal maintenance of the Premises as may be requested by Lighthouse Festival Theatre, in writing, addressed to the attention of the City's Director of Museum and Culture. From time to time the City may appoint a person or persons as the primary representative of the City for such maintenance and repair requests by Lighthouse Festival Theatre. The City acknowledges and agrees that certain maintenance and repair requests may require prompt attention and resolution by the City given the nature of operations at the Premises. The obligation of the City to repair shall be at the City's discretion and shall be in accordance with the City's obligations to repair and provide maintenance pursuant to the terms of this Agreement.

5.13 Prohibited Access:

Where possible, prohibit access to the Premises from other interior parts of the Roselawn Centre, except as may be required under the *Fire Code*.

6. Cooperation Between Parties

The following outline areas of cooperation and coordination between the City and Lighthouse Festival Theatre:

- a. To promote and maximize arts and culture opportunities to generate positive local economic activity through the provision of programs and services to meet the needs of the community and visitors.
- b. To be mutually supportive of one another in the application for provincial and federal grants.
- c. To be mutually supportive of one another in fundraising initiatives including being sensitive to avoid overlap of campaigns.
- d. To cooperate in an extent that is reasonably possible in areas of staff expertise, equipment maintenance, and facility development to reduce direct operating costs, where possible.
- e. To work together in booking their respective spaces in Roselawn Centre to ensure that activities in one space do not negatively impact the other's operations, provided the City acknowledges and accepts the anticipated

Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, have paramountcy.

- f. To not incur expenses on behalf of the other party without having first obtained expressed written permission.

7. Improvements to the Premises:

7.1 Improvements Defined:

In this Section, "improvements" means all fixtures, installations, alterations and additions from time to time made, erected or installed on or in the Premises including doors, hardware, partitions and carpeting but excluding trade fixtures and furniture and equipment not in the nature of fixtures and painting.

7.2 Improvement: Consent:

Lighthouse Festival Theatre will not make in or on the Premises any improvements without first obtaining the City's consent, which shall not be unreasonably withheld, but such consent may require the submission of drawings and specifications to the City, unless any such improvements:

- a. does not relate to any of the City's obligations in Sections 5 above;
- b. does not affect any historical designation in respect of Roselawn Centre;
- c. does not affect the structural integrity of Roselawn Centre; and
- d. does not exceed, inclusive of labour but exclusive of any sales tax, the sum of \$5,000.

7.3 Improvements – Funding:

Improvements that require the City's consent and for which consent is obtained, shall be paid for by the Lighthouse Festival Theatre. Any improvements made to the Premises shall become the property of the City upon their installation.

7.4 Improvements: Recommended:

Lighthouse Festival Theatre may recommend capital equipment and Improvements to the City from time to time, and the City may consider same as part of its budget approval process, but the City is under no obligation to contribute to such capital equipment and improvements. Lighthouse Festival Theatre acknowledges that the City is not responsible for Improvements and/or repair and maintenance of improvements, intended to customize the Premises for the particular needs of Lighthouse Festival Theatre.

8. Smoking Prohibited:

Roselawn Centre is designated as a non-smoking facility by the City of Port Colborne and the Niagara Region. Smoking (including vaping, e-cigarettes, and cannabis) is therefore prohibited in and around the Premises. Under this Agreement, Lighthouse Festival Theatre is responsible for strictly enforcing smoking regulations. Failure on part of Lighthouse Festival Theatre to enforce these regulations with any of its patrons, staff, volunteers and or personnel will constitute a breach of this Agreement.

9. Indemnification:

- a. Lighthouse Festival Theatre 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, causes of action, losses, expenses, fines, costs (including legal costs on a subsequent indemnity basis), 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, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, willful misconduct of Lighthouse Festival Theatre, 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 Agreement. This indemnity shall be in addition to, and not in lieu of, any insurance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.
- b. Lighthouse Festival Theatre agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of

action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Lighthouse Festival Theatre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

10. Insurance:

10.1 Insurance Held by the City:

The City Shall carry appropriate insurance coverage for Roselawn Centre, including the Premises.

10.2 Insurance Heald by Lighthouse Festival Theatre:

Lighthouse Festival Theatre shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario for the following coverages:

- a. Commercial General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
 - i. have inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
 - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - iii. name the City as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without thirty (30) days prior written notice to the parties.
- b. Obtain and maintain in full force and effect all risks property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:

- i. All property owned by Lighthouse Festival Theatre, or for which Lighthouse Festival Theatre is legally liable, or installed by or on behalf of Lighthouse Festival Theatre, and located within the Premises including, but not limited to, equipment, fixtures, fittings, installations, alterations, additions, partitions, and all other leasehold improvements, and
 - ii. Lighthouse Festival Theatre's inventory, furniture and moveable equipment.
- c. Lighthouse Festival Theatre will promptly furnish to the City certificates of insurance duly executed by Lighthouse Festival Theatre's insurer/insurance brokers evidencing that the required insurance is in force, upon policy updates, signing of this Agreement and on each and every renewal date of said policy.
 - d. The City reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances, at the sole cost of Lighthouse Festival Theatre.
 - e. Lighthouse Festival Theatre shall immediately notify the City of any occurrences or any event which could reasonably be expected to expose the City or Lighthouse Festival Theatre to material liability of any kind whether under this Agreement or otherwise.
 - f. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Objectionable People:

a. Ejection from the Premises:

The City reserves the right to eject or cause to be ejected from the Premises any objectional person or persons. Neither the City nor any of its officers, agents or employees shall be liable for any damages that may be sustained by Lighthouse Festival Theatre through the City's exercise of such right.

b. Objectional Persons Defined:

The Term "objectionable persons" shall include but is not limited to those who by virtue of disorderly conduct, intoxication, disruptive behaviour, violation of building policy, municipal, provincial or federal law, make proper conduct of business, or an event, or the enjoyment by others of the event, difficult or impossible.

12. Right to Extend:

Provided that Lighthouse Festival Theatre is not in default of any terms of this Agreement, then, upon delivery of written notice exercising this right given to the City not more than eighteen (18) months and not less than nine (9) months before the expiration of the Term, Lighthouse Festival Theatre shall have the right to extend the Term of this Agreement for the whole of the Premises at the expiration of the Term for a period of five (5) years (the "Extended Term"). The Extended Term shall be on the same terms and conditions as this Agreement, save and except for provisions concerning the Management Fee and the expenses paid or responsibilities performed by the City under this Agreement. The above terms to be negotiated, shall be negotiated by the parties by taking into account the audited financial statements of Lighthouse Festival Theatre, the reports of community participation, the use of the Premises by user groups and the City's prevailing budgetary restraints.

13. Termination

13.1 Termination by the City:

In the event there is a material default by Lighthouse Festival Theatre in its performance of any of the Terms of this Agreement (a "Material Default " being a default which has the effect of depriving the City of its objectives in the entering into this Agreement), the City shall provide Lighthouse Festival Theatre with written notice of such default.

Lighthouse Festival Theatre shall have twenty (20) days from delivery of the notice to cure the default to the satisfaction of the City, failing which the City may immediately terminate this Agreement and all amounts due and owing who by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

13.2 Immediate Termination by the City:

Despite any other provisions in this Agreement, the City may immediately terminate this Agreement in any of the following circumstances, and in so doing, the City shall not be liable for losses incurred by Lighthouse Festive Theatre:

- a. Lighthouse Festival Theatre becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Lighthouse Festival Theatre or any steps are taken for the dissolution, winding up or other termination of Lighthouse Festival Theatre's existence;
- b. Lighthouse Festival Theatre is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Lighthouse Festival Theatre; or
- c. The Premises are declared uninhabitable for reasons of safety by the proper authority.
- d. Lighthouse Festival Theatre or its representatives willfully cause damage to the Premises or willfully or negligently act in a way which has or may damage the reputation of the City

13.3 Remedies for Default:

- a. In the event there is a default by Lighthouse Festival Theatre in its performance of any of the Terms of this Agreement and the default is continuing, the City shall have the right, in addition to any other right or remedy available at law or in this Agreement, to:
 - i. bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or

- ii. remedy the default and be entitled upon demand to be reimbursed by Lighthouse Festival Theatre (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the City together with interest at a rate of five percent (5%); and/or
 - iii. Bring any action at law as may be permitted in order to recover damages.
- b. The rights available to the parties under this Agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the City from exercising any one or more such rights or a combination thereof from time to time thereafter or simultaneously.

13.4 Enforcement of Agreement

Lighthouse Festival Theatre shall pay all damages, losses, expenses and costs (on a solicitor and client basis) incurred by the City in enforcing the Terms, covenants and conditions of Lighthouse Festival Theatre in this Agreement by reason of any intentional or negligent act or omission of subcontractors in executing Lighthouse Festival Theatre's covenants and obligations in this Agreement.

13.5 Dispute Resolution:

- a. A party claiming that a dispute has arisen with respect to the interpretation or operation of any part of this Agreement may give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b. Within twenty (20) business days of the receipt of the notice specified in this section 13.5 or, if the dispute relates to a claim of material default, in section 13.1, by the other party, two (2) representatives from Lighthouse Festival Theatre and two (2)

representatives from the City shall meet and use their best efforts and good faith to seek a resolution of the dispute.

- c. In the event the dispute is not resolved by representatives of the parties within twenty (20) business days from the date of delivery of the notice in either section 13.5(a) or 13.1, as the case may be, then either party may refer the dispute to mediation in accordance with and subject to the provision of any mediation legislation in force in Ontario as amended from time to time, and all decisions made pursuant to such mediation shall be final and binding up the parties hereto.

13.6 Termination by Lighthouse Festival Theatre:

Lighthouse Festival Theatre may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to the City. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice.

13.7 Termination by the City:

The City may terminate this Agreement for any reason whatsoever upon providing six (6) months written notice to Lighthouse Festival Theatre; provided Lighthouse Festival Theatre's scheduled programming season shall be preserved. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within 30 (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice including, without limitation, Lighthouse Festival Theatre's own scheduled season of programming being the months of May through October.

13.8 Uncontrollable Circumstances:

Neither party shall be liable for breach, default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event such party is rendered unable, wholly, or in part, to carry out its respective obligations as a result of an uncontrollable circumstance (referred to herein as an "Uncontrollable Circumstance"). Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by Uncontrollable Circumstance.

14. State of Repair:

Lighthouse Festival Theatre agrees to leave the Premises undamaged and in a good state of repair and tidy condition, with all refuse gathered and all equipment, supplies and materials under its ownership and control removed from the building upon termination of this Agreement. At the end of Term, including the exercises of a Renewal or Termination, all capital improvements shall become the property of the City.

15. Lighthouse Festival Theatre as an Independent Contractor:

The parties hereto agree that the Lighthouse Festival Theatre is an independent contractor providing the aforesaid services to the City pursuant to this Agreement, and accordingly all rights and responsibilities or the training instruction, management and control of employees of Lighthouse Festival Theatre shall at all times remain with Lighthouse Festival Theatre. Lighthouse Festival Theatre shall be treated as independent of the City and shall be responsible at all times, including termination of this Agreement, for all costs associated with its employees, including wages and salaries, benefits, and unemployment compensation, any associated tax liabilities.

16. Assignment Subleases:

The provisions of this Agreement shall not be assignable by either party (except as provided herein), and no rights hereunder shall ensure to the benefit of any assignee or successor of Lighthouse Festival Theatre, without the City's consent; provided that Lighthouse Festival Theatre shall be permitted, without consent of the City, to sublease or licence all or part of the Premises during the Term of the City, to sublease or licence all or

part of the Premises during the Term and for less than the full Term to any third party for the purposes of that third party carrying out live performances and related activities within the Premises pursuant to the terms of this Agreement, provided Lighthouse Festival Theatre shall remain liable for all its obligations under this Agreement or the Lease during any and all such subleases or licences.

17. Amendments:

The parties agree that if an amendment to any clause of this Agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending Agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

18. Notice:

a. Method of Notice:

Any notice which may be or is required to be given under this Agreement shall be sufficiently given if mailed in Canada, registered and postage prepaid, delivered by prepaid courier or sent by facsimile or other electronic means as provided below:

THE CITY

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

LIGHTHOUSE FESTIVAL THEATRE

P.O Box 1208
247 Main Street
Port Dover, Ontario N0A 1N0
Attention: Executive Director

b. Deemed Receipt

Notice shall be deemed to have been received on the date of delivery if such is a business day (a "business day" being a day that the City's municipal offices at 66 Charlotte Street, Port Colborne are open to the

public for business) and delivery is made prior to 4p.m. local time, and otherwise on the next day that is a business day.

c. Days Defined:

For the purposes of this Agreement, the term "days" shall not include Saturdays, Sundays, or paid holidays.

19. Schedule:

The following Schedules, attached hereto, forms part of and are incorporated into this Agreement:

Schedule "A" – Depiction of the Premises

Schedule "B" – Inventory of Equipment and Supplies

20. Binding:

This Agreement shall ensure and be binding upon the parties hereto, their respective successors and assigns. This Agreement, including the Schedules hereto, supersedes any and all other agreements, whether oral or in writing, between the hereto, and subject to any agreement relating to specified services entered into pursuant to this Agreement, contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, statement, or promise not contained in this Agreement shall be valid or binding.

21. Severability:

If any term, covenant or condition of this Agreement or application thereof to any person or circumstance is to any extent rendered invalid, unenforceable or illegal, the remainder of this Letter or the applicable term, covenant and condition to persons or circumstances other than those with respect to which it is held invalid, unenforceable or illegal is not affected thereby and continues to be applicable and enforceable.

22. Freedom of Information and Protection of Privacy

The parties hereto acknowledge that the provisions of this Agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information Act and Protection of Privacy Act*.

23. Counterparts:

This Agreement may be executed in counterparts and by facsimile transmission, in .pdf format or by electronic transmission, and when each party has executed a counterpart either originally or by facsimile transmission, in .pdf format or by way of an electronically transmitted document and signature, each such counterpart shall be deemed to be an original, and all of such counterparts when taken together shall constitute one and the same document, and each such signature shall be deemed to be an original signature binding the parties to this Agreement.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this _____ day of _____ 2025.

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

Per: _____

Name: William C. Steele

Title: Mayor

Per: _____

Name: Charlotte Madden

Title: City Clerk

I/We have authority to bind the Corporation

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

Nicole Campbell
Nicole Campbell
Executive Director

Caitlin O'Neill
Caitlin O'Neill
Operations Manager.



Subject: Engineering & Planning Agreements with Niagara Region

To: Council

From: Development and Government Relations Department

Report Number: 2025-33

Meeting Date: May 13, 2025

Recommendation:

That Development and Government Relations Department – Planning Division Report 2025-33 be received; and

That the Chief Administrative Officer be authorized to sign the 2024 Memorandum of Understanding (Engineering Function and Services in Niagara) attached as Appendix A of Planning Division Report 2025-33.

That the Chief Administrative Officer be authorized to sign the 2024 Planning Services Agreement attached as Appendix B of Planning Division Report 2025-33.

Purpose:

The purpose of this report is to provide information to Council regarding changes in the Planning function in Port Colborne resulting from changes made by Provincial Bill 23. The report also seeks Council's approval to have the CAO sign a Memorandum of Understanding (MOU) and a Planning Service Agreement (PSA) with the Niagara Region.

Background:

Bill 23, the *More Homes Built Faster Act* received Royal Assent on November 28, 2024. The Bill made significant changes to the *Planning Act*. Specifically, it removed upper-tier planning responsibilities as of the proclamation date set by the province, being March 31, 2025.

The Bill contemplates the potential for an agreement between upper and lower tier municipalities in order to maintain assistance on planning matters to lower tier municipalities.

Until March 31, 2025, the City of Port Colborne and Niagara Region operated under the MOU for Planning Functions in Niagara, which had been continually in place for over 15 years (updated most recently in 2019). As of April 1st the 2019 MOU is no longer in effect due to the changes made through Bill 23.

Through discussions with Public Works Officials and Planning Directors throughout the Region, 2 new agreements have been created:

- A MOU, specifically covering Regional Engineering Review.
- A PSA, offering a suite of Planning functions.

It is important to note that although Regional Planning authority has been downloaded to local municipalities as of April 1, 2025, the Region will still have the authority to review Planning and Development applications when there is Regional Engineering interests. For example, if a proposed development is adjacent to Regional infrastructure, the Region will still have the ability to provide comments with respect to Engineering matters, to ensure Regional Engineering interests are upheld.

Discussion:

Previously, the Region provided comments on development applications from a provincial and regional perspective (i.e., land use compatibility, archaeology assessment, employment land conversion, records of site condition, regional infrastructure including roads and water and wastewater, waste management, storm water management, sewage system review etc.).

The Region is no longer responsible for commenting on matters of provincial interest but will continue to comment on matters of Regional interest (i.e. regional infrastructure, other engineering services and Region owned properties). Therefore, the Region continues to have a commenting role in the Planning approvals process. Additionally, the need for enhanced regional growth management and staging of development is necessary to ensure effective and financially sustainable input occurs to post proclamation discussions with the Area Municipalities on how and where they will grow.

With respect to matters of Provincial Interest, while the Region has offered to provide all of their previous functions on a go forward basis, the services weren't available for April 1st, and Port Colborne Planning staff assumed the functions associated with reviewing and commenting on these matters. However, staff still believe there is value in entering a Planning Services Agreement for a reduced scope of services.

2024 Memorandum of Understanding (Engineering Function and Services in Niagara)

The previous 2019 MOU has been updated to remove the land use planning review function and will only pertain to engineering review. The purpose of the 2024 MOU is to update and clarify the respective engineering roles and responsibilities of the Region and Area Municipalities, as well as to be an instrument of continuously improving service and relationship management. This revised 2024 MOU sets the foundation for the future and confirms the framework within which the Parties will function and provide engineering services.

The 2024 MOU has been collaboratively developed by the MOU Working Group. It has been reviewed, refined, and endorsed by the Public Works Officials and Niagara Area Planners. The 2024 MOU outlines the Region's relationship with Area Municipalities and outlines the Region's participation in planning approvals on matters related to regional infrastructure, other services, Region owned land, collaboration on growth related matters, etc. This will replace the current 2019 MOU between the Region and all area municipalities upon proclamation.

This MOU is attached as Appendix A to this report.

Planning Services Agreement

The Provincial and Regional review functions previously provided under the 2019 MOU have been migrated into a new 2025 Planning Services Agreement. These functions would be provided to the City based on applicants paying review fees directly to Niagara Region. Under this PSA, municipalities can select from a range of services offered by Niagara Region. These include:

- Land Use Compatibility
- Archaeological Assessment
- Environmental Review
- Employment Land Conversion
- Record of Site Condition
- Former Landfill sites
- Gas and Petroleum Resources
- Screening to address Water Protection
- Urban Design

In addition to the above services, Niagara Region is also offering additional fee for services upon request (based on staffing capacity). These include:

- Growth Management
- Special Projects such as GIS support
- Sustainability Initiatives
- Secondment requests to assist with staffing

After reviewing internal capacity across City departments, staff feel that the following 2 services could benefit the City:

- Former Landfill sites
- Urban Design

Further to this, staff recognize that the additional services offered under the PSA could benefit future projects, such as those that relate to the Housing Accelerator Funding.

A PSA with the 2 services (Former Landfill site and Urban Design) and additional service offerings is attached as Appendix B to this report.

Internal Consultations:

City Public Works and Planning staff have reviewed the Regional Engineering MOU. Staff are supportive of entering into this MOU to ensure there are no impacts to the review of Regional Engineering matters.

Development and Government Relations staff have reviewed the Regional Planning Services MOU. Staff are supportive of entering into this MOU for the scoped list of services.

Financial Implications:

The review of Regional Engineering matters will be covered by Regional development application fees collected through the application process.

Should the City choose to not enter into the MOU, the City would be required to seek alternatives to Engineering review for Regional Engineering interests. An alternative could include the City retaining qualified consultants to ensure all Engineering matters are addressed. This option could present costs to the City for work that could be completed by the Region and where costs would normally be recovered through the development application.

Public Engagement:

Public engagement is not required with respect to the Regional/lower-tier MOU. The Public will continue to be circulated and involved in development applications following the proclamation date.

Strategic Plan Alignment:

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

- Increased Housing Options
- Sustainable and Resilient Infrastructure

Conclusion:

Planning staff recommend that Council authorize the CAO to enter into both the MOU and PSA with the Niagara Region to maintain the Regional Engineering and Planning Services function. Signing these agreements will ensure there are no impacts to development applications when they are adjacent to, or have the potential to affect Regional infrastructure. They also allow the City to draw on specialized services Niagara Region offers as needed.

Appendices:

- a. 2024 Memorandum of Understanding (Engineering Function and Services in Niagara)
- b. 2025 Planning Services Agreement

Prepared and submitted by,

Erik Acs, MCIP, RPP
Chief Planner
(905) 228-8117
erik.acs@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 Regional Municipality of Niagara

The Town of Fort Erie

The Town of Grimsby

The Town of Lincoln

The City of Niagara Falls

The Town of Niagara-on-the-Lake

The Town of Pelham

The City of Port Colborne

The City of St. Catharines

The City of Thorold

The Township of Wainfleet

The City of Welland

The Township of West Lincoln

Engineering Function and Review in Niagara

September, 2024

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Part 1 – Preamble

1.1. Introduction

Bill 23, More Homes Built Faster Act, 2022, will result in changes to the Ontario Planning system. In keeping with our long-standing partnership, the Niagara Region Municipalities have an interest in ensuring that these changes are implemented in a seamless and integrated fashion. Upon proclamation of Bill 23, Niagara Region will no longer have certain responsibilities for planning under the *Planning Act*.

Consistent with our long-standing partnership, the Niagara Region Municipalities have an interest in ensuring that any changes to roles and responsibilities be examined and implemented in a coordinated and collaborative fashion. This document serves to document the planned changes and to ensure the best possible outcomes for the Niagara Region community.

The Memorandum of Understanding has been updated to remove the land use planning review function and will only pertain to engineering review. The MOU has been prepared for the following thirteen government planning authorities (hereafter referred to as Parties), which operate within a two-tier system in the Niagara Region planning area:

- a) The Council for the Regional Municipality of Niagara (Region); and
- b) The Councils of the Town of Fort Erie, the Town of Grimsby, the Town of Lincoln, the City of Niagara Falls, The Town of Niagara-on-the-Lake, the Town of Pelham, the City of Port Colborne, the City of St. Catharines, the City of Thorold, the Township of Wainfleet, the City of Welland and the Township of West Lincoln (collectively referred to as the “area municipalities”);

The purpose of this MOU is to update and clarify the respective engineering roles and responsibilities of the Parties, as well as to be an instrument of continuously improving service and relationship management. This revised MOU sets the foundation for the future and confirms the framework within which the Parties will function and provide engineering services.

The MOU has been collaboratively developed by the MOU Working Group. The MOU has been reviewed, refined and endorsed by the Public Works Officials and Niagara Area Planners.

1.2. Jurisdiction

This MOU applies to those lands within the Regional Municipality of Niagara, where water and wastewater servicing and transportation networks are operated under a two-tier system. Niagara Region is responsible for:

- water treatment
- transmission mains
- major pumping stations
- wastewater treatment

- trunk sewers
- sewage pumping stations
- Regional roads
- Circulation to Niagara Regional Transit for large developments

The area municipalities are responsible for:

- local water distribution networks
- local sewer collection systems, storage facilities and local roads

Regional engineering reviews will be limited to the review of regional infrastructure and capacities available in regional infrastructure.

For the nine municipalities the Region reviews and approves private septic system for, the review for planning projects will remain with the Region (Fort Erie, Grimsby, Lincoln, Niagara Falls, Niagara-on-the-Lake, Pelham, Port Colborne, St. Catharines, Thorold). Private septic system reviews and comments in Welland, West Lincoln and Wainfleet will be provided by the Local staff.

The stormwater system will be reviewed based on the chart contained in Table 1.

Regional staff will continue to provide waste/recycling collection comments for all sites with regard to the current Regional collection agreement/policies.

Part 2 - Roles and Responsibilities of the Parties

2.1. Engineering Reviews

The signatories are committed to developing Niagara, providing capacity within existing infrastructure and ensuring overall servicing plans are maintained. The parties agree to provide comments based on:

- Legislative, regulatory, or delegated authority
- Council approved policies and by-laws
- Interests that have been identified through this MOU, pre-consultation, terms of reference, complete application requirements, and/or requisite studies.

The Parties agree that a high degree of servicing alignment is important in advancing an integrated and consistent planning system for infrastructure. To achieve alignment, the Parties agree to collaborate and include the following measures for each project:

- Pre-consultation with relevant partners, prior to project start-up, identifying areas of common interest;
- Placement of appropriate representation on project steering committees for all Regional and Local capital projects;
- Agreed-to milestone meetings, consultations, and document review;
- Mutually satisfactory review protocols with shared commitment to timeliness; and
- Work collaboratively toward sharing GIS files and data.

2.2. Planning for Infrastructure

This section addresses the full range of activities necessary for the Region to effectively plan for and deliver water, wastewater, and transportation infrastructure to support growth and development.

2.2.1. Planning for Water and Wastewater Infrastructure

- 2.2.1.1. Complete Master Plans and develop associated infrastructure staging plans and capital financing plans to respond to growth and development. At a minimum, assess the following in making a determination on the timing and delivery of water and wastewater infrastructure:
- 2.2.1.2. The number of housing units or employment areas being unlocked as a result
- 2.2.1.3. The fiscal capacity of the Region and local municipalities
- 2.2.1.4. The willingness of the development community to contribute
- 2.2.1.5. The degree of contribution from the Provincial government

2.2.1.6. Coordination with the timing and delivery of Regional Road projects

2.2.1.7. Comments from the local municipality and public agencies

The Parties will:

Collectively identify policies in the NOP that should be retained in future local Official Plans to ensure that growth and development is coordinated with the delivery of Regional water and wastewater infrastructure and services to the greatest degree possible. Planning for Regional Transportation Infrastructure

This section addresses the full range of activities necessary for the Region to effectively plan for and deliver operate Regional Transportation Systems.

The Region will:

- 2.2.2.1 Collaborate with the local municipalities in defining the timing and delivery of improvements to the Regional transportation network as defined through the Regional Transportation Master Plan using infrastructure staging plans and capital financing plans to support approved growth.
- 2.2.2.2 Support the local municipality by preparing and/or updating as required
- 2.2.2.3 Terms of Reference for the preparation of Transportation Studies for new growth areas
- 2.2.2.4 Traffic Impact Studies Guidelines
- 2.2.2.5 Road Access Management Requirements
- 2.2.2.6 Noise Abatement Guidelines addressing noise generated from Regional Roads
- 2.2.2.7 Highway Dedication Guidelines
- 2.2.2.8 Right-of-way and Urban Design Guidelines
- 2.2.2.9 Prepare and/or update Regional By-Laws, policies, standards and guidelines related to the Regional transportation network requirements as determined through the activities of this Transition Plan.

The Parties will:

Collectively identify policies in the NOP that should be retained in future local Official Plans to ensure the Regional transportation systems and infrastructure requirements are defined to support growth and development to the greatest degree possible. Together with the policies identified through 2.2 is to be endorsed by Niagara Region Area CAO's in implementing this memorandum and subject to the approval of local municipal Councils through future Official Plan updates.

2.3. Engineering Review Requirements for Planning Projects

The following are the aspects of the projects that Engineering Reviews will be conducted by the Parties for specific types of planning projects

2.3.1. Regional Official Plan and Amendments (ROPA's)

Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners. Comments will be provided to the circulation agencies and if required, coordination of upgrades will be reviewed with all agencies.

2.3.2. Area Municipal Comprehensive Official Plans and Non Site-Specific Local Official Plan Amendments (LOPAs)

Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.3. Area Municipal Site Specific and Policy Specific Official Plan Amendments

Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.4. Secondary Plans

The respective planning group responsible for the Secondary plan will contact both Local and Regional engineering staff. Engineering staff will be involved in scoping, review and implementation of servicing/traffic studies completed for secondary plans and will participate in meetings regarding the secondary plan process. Engineering reviews will be completed once the application and relevant studies have been

circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.5. Block Servicing Plans

The respective planning group responsible for the Block plan will contact both Local and Regional engineering staff. Engineering staff will be involved in scoping, and review and implementation of servicing/traffic studies completed for block servicing plans. Engineering reviews will be completed once the application and relevant studies have been circulated by the lead agency in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.3.6. Niagara Escarpment Plan Amendments

The lead agency will circulate the relevant agencies. Engineering review and comments for the respective interests will be provided on each application to the circulation agency.

2.3.7. Regional Environmental Assessments

The project manager will circulate both Local and Regional engineering staff. Engineering review and comments for the respective interests will be provided back to the project manager on each application.

2.3.8. Local Environmental Assessments

The project manager will circulate both Local and Regional engineering staff. Engineering review and comments for the respective interests will be provided back to the project manager on each application

2.4. Engineering Review Requirements for Implementation Planning

The following are the means by which Engineering reviews will be conducted by the parties for specific types of Implementation Planning activities

2.4.1. Comprehensive Zoning By-laws

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning

requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.2. Zoning By-law Amendments

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.3. Draft Plans of Subdivision

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments and conditions will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.4. Plans of Condominium

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments and conditions will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.5. Consents

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application has been circulated in accordance with the current Planning requirements. Comments and conditions will be provided to the circulation agency staff.

2.4.6. Minor Variances

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application has been circulated in accordance with the current Planning requirements. Comments and conditions will be provided to the circulation agency staff.

2.4.7. Site Plan Control

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application and relevant studies have been circulated in accordance with the current Planning requirements. Review of capacities in the infrastructure will be reviewed by the respective owners if applicable. Comments and conditions will be provided to the circulation agencies and if required coordination of upgrades will be reviewed with all agencies.

2.4.8. Niagara Escarpment Development

The lead agency will circulate the complete application to Regional and Local engineering staff when required based on pre-consultation information.

Engineering reviews will be completed once the application has been circulated in accordance with the current Planning requirements. Comments and conditions will be provided to the circulation agency staff.

Part 3 – Development Application Review Processes

3.1. General

The Parties agree that the timely, efficient, and predictable review of development applications is paramount to encouraging well planned, affordable development in the region. Part 3 – Development Application Review Processes identifies segments of the development review process that benefit from clarification and agreement.

3.2. Preliminary Review

A preliminary review occurs prior to Pre-consultation. Its purpose is to gather information and is typically part of a developer's due diligence. Preliminary discussions about a potential development application benefit the applicant by supplying early information about the land, process and possible issues. An important part of a preliminary review is providing direction on the Pre-Consultation Process. In particular, the applicant needs to understand what information is required by the parties prior to pre-consultation and any fees.

3.3. Pre-Consultation

Pre-consultation is a requirement for Planning Act Applications. It requires specific actions by the applicant and each of the Parties with an *interest* in the development. After pre-consultation the applicant should have a clear understanding of the documentation required to submit a Complete Application (Section 3.4) as well as preliminary comments regarding whether the proposal will be supported by the Region and the local municipality

3.3.1. Required Information

Prior to scheduling a pre-consultation meeting, the Lead Agency will determine which Parties should attend the meeting and require specific information from the applicant to provide to the attending Parties in order that the Parties may complete an initial review. The required information will vary depending on the type of application, but generally includes:

- A completed Pre-consultation Request Form, including permission to enter property,
- The required fee (if applicable),
- Preliminary Plans showing the following:
 - Location of existing and proposed land uses, buildings and structures;
 - Location of significant features on the site and adjacent to the site (i.e. wetlands, hazard lands, watercourses, woodlands, wells, septic tanks, etc.);
 - Existing and proposed lot fabric (as appropriate); and
 - Proposed development concept, including setbacks from lot lines and significant features.

3.3.2. Circulation/Timelines

Refer to Table 3 for circulation/timelines. If the circulated information is incomplete and/or the timeline is not met, the commenting agencies may request in writing the rescheduling of the pre-consultation meeting to offer better service

and outline of study requirements.

Commenting agencies may conduct site visits prior to the date of the pre-consultation meeting, where time permits, to inform discussion at the meeting regarding the scoping of required studies.

3.3.3. **Required Studies and Scoping of Studies**

The Terms of Reference, or the minimum requirements for each of the required studies will be discussed during the pre-consultation process, and the objectives and parameters of the studies will be agreed to prior to them being undertaken.

The following is agreed to with respect to requesting and scoping studies:

- When determining the need for a study or plan, the Party requiring the study shall scope the study by identifying the specific necessary information. For example, if the Region requests a Transportation Study, it may be scoped to request only Pedestrian Safety be addressed. In addition, the Party requesting the study may offer to review the Terms of Reference.
- When more than one Party requests the same study, it is essential that a collaborative approach for scoping and Terms of Reference review occurs to ensure that all matters are addressed, and the applicant understands the requirements.
- In the event that one or more studies have been undertaken prior to pre-consultation, the Parties retain the right to require revisions to ensure that the studies are completed in accordance with requirements.
- All required studies shall be prepared and signed by a qualified professional.

3.3.4. **Exemption from Application Review by the Region**

All development applications are circulated to the Region for engineering review, except where the Region has determined through pre-consultation that the development proposal is exempt from further circulation and review.

3.3.5. **Fees**

Each of the parties to the pre-consultation shall identify the fees required for application review, including the identification of additional costs should a peer review of a technical study be required.

The Parties agree not to charge each other fees for applications processed under the Planning Act.

3.4. Complete Applications

3.4.1. Submission Requirements

The requirements of a Complete Application are determined during pre-consultation and provided in writing to the applicant by the Lead Agency and if required in consultation with the commenting agencies.

The Lead Agency will review the application submission to ensure all required materials (forms, fees, plans, studies, etc.), as requested by all commenting agencies, are provided, and deem the application complete or not.

3.4.2. Circulation and Development Application Review Timelines

The Planning Act and related Regulations identify statutory timelines for the review of Complete Applications by the Lead Agency. In order to ensure the statutory timelines are met, the Parties agree that the commenting agencies shall use best efforts to complete the review of all applications in accordance with the timelines identified in Table 3 – Non-statutory Development Application Review Timelines.

All due dates are from date of circulation by the Lead Agency for applications deemed complete.

3.5. Application Review and Commenting

The Parties agree, where possible, to streamline commenting methods by using standardized wording in emails, forms, letters, conditions of approval etc.

When a concern and/or condition of approval is not supported by the Lead Agency, the Lead Agency shall inform the commenting agency and initiate discussions to resolve the issue.

In the case of multiple applications for the same land, the Lead Agency shall use the greater of the timelines.

Revisions to applications during the review process may result in the review period being extended depending on the complexity of the revisions and the need for revised studies.

When new issues arise from the analysis of studies during application review which results in the need for additional information or study, addendums to the study may be required and additional review time may be required to review any addendums.

3.6. Other

3.6.1. Extensions of Draft Plan Approval

The Parties agree that the request for an extension to a draft approved Plan of Subdivision or Condominium be received, with the required review fee, and circulated for comment by the Area Municipality, not the applicant.

3.6.2. Modifications to Conditions of Draft Plan Approval

The Parties agree that the request for a modification to a draft approved Plan of Subdivision or Condominium be received, with the required review fee, and circulated for comment by the Area Municipality, not the applicant.

3.6.3. Clearance of Conditions of Draft Plan Approval

The Parties agree that the request for formal clearance of conditions of Draft Plan of Subdivision or Condominium be received and circulated by the Area Municipality, not the applicant. The submission shall include the following:

- The required review fee
- a letter which outlines how each condition has been met, accompanied by the necessary supporting documents
- a copy of the relevant draft agreement, prepared by the Area Municipality

Part 4 – MOU Terms and Implementation

4.1. Duration and Review

This MOU shall remain in effect until such time as replaced by an updated MOU (if any). A mandatory review shall occur a minimum of every 5 years to:

- reflect any changing policies or programs at the provincial, watershed, or regional level, and
- assess its effectiveness, relevance, and appropriateness with respect to the affected parties.

The mandatory review shall be coordinated by the Region, undertaken by the MOU technical review team.

The MOU may be reviewed at any time before the mandatory review if there are matters that need to be addressed. Based on a review by the MOU technical review team, changes considered minor in nature may not require Regional or Local Council approvals.

4.2. Overlapping Mandate

There will be occasions when the responsibilities of the Parties overlap. On those occasions, the Parties shall work together to provide consistent and sound comments.

This will be accomplished by maintaining open dialogue and a good working relationship.

4.3. Conflict

Where there is conflict between new (changing) legislation and this MOU, new legislation will take precedence.

4.4. Fees

Fees for pre-consultation, planning review and technical clearance services will be set independently by the Parties.

All development application fees will be collected by the Area municipalities and remitted to the Region upon circulation of a complete application, except for Regional Official Plan amendment applications.

4.5. Effective Date

This MOU will take effect on the last date signed by the Parties to this MOU.

Part 5 – Tables

5.1. Table 1 - Roles for Review of SWM Applications

Storm Water Receiver	Review Agency and Responsibility - Water Quality	Review Agency and Responsibility – Water Quantity ⁸	Review Agency and Responsibility - Stream Erosion Control	Review Agency and Responsibility – LID Requirement	Review Agency and Responsibility – Construction Erosion and Sediment Control	Review Agency and Responsibility - Subdivision SWM Facility Operation and Maintenance	Review Agency and Responsibility - NPCA ³	Review Agency and Responsibility - MECP ⁴
Regional Road (roadside ditch/crossing culvert)	Region	Region	Region	Region	Region	Region/ Local Municipality		CLI ECA approval ⁴
Regional Storm Sewer (overland flow on Regional Road)	Region	Region	Region	Region	Region	Region/ Local Municipality		CLI ECA approval ⁴
Municipal Road (roadside ditch/crossing culvert)	Region/ Local Municipality ¹	Local Municipality	Local Municipality	Local Municipality	Local Municipality	Local Municipality		CLI ECA approval ⁴
Municipal Storm Sewer Drain or Easement	Region/ Local Municipality ¹	Local Municipality	Local Municipality	Local Municipality	Local Municipality	Local Municipality		CLI ECA approval ⁴
Unregulated Feature ⁶	Region/ Local Municipality ¹	Local Municipality/ Region	Local Municipality/ Region	Local Municipality/ Region	Local Municipality/ Region	Local Municipality		CLI ECA approval ⁴
Regulated Feature ^{2,3, 5,7}	Region/ Local Municipality	Region/ Local Municipality	Region/ Local Municipality	Region/ Local Municipality	NPCA	Local Municipality	Review of outlet and may require Work Permit	CLI ECA approval ⁴

¹ Coordination of review to be discussed at pre-consultation if Regional peer review is requested by Local Municipality

² Outlet to a Provincially Significant Wetland (PSW), water balance may be required and would be a coordinated review by NPCA and Region;

³ The NPCA will review any outlets to regulated feature and may require review of stormwater management report as part of the development application;

⁴ CLI ECA approval ⁴ needed for Municipal Storm Sewer and SWM Facilities. ECA MECP approval needed for SWM facilities on Industrial Lands. MECP will supply final certificate outlining the maintenance requirements for the owner.

⁵ Refer to Niagara Region Stormwater Guidelines for area of interest

⁶ An unregulated feature is one not regulated by the NPCA. Region/Municipality comment on impacts offsite e.g. downstream on adjacent properties.

⁷ Municipal Drains are regulated by the Drainage Act and Conservation Authorities Act – consent given by landowners as part of establishing Municipal Drains

⁸ Select sites within MTO corridor control will be required to be reviewed by the MTO for quantity control in addition to the other agencies/ parties

5.2. Table 2 - Non-Statutory Development Application Review Timelines

Application Type	Pre-Consultation	Target for Comments After Circulation of a Complete Application
Site specific Regional Official Plan Amendment	<p>Region to receive required information/plans a min. of 10 calendar days prior to pre-consultation.</p> <p>Region to provide comments 12 calendar days After Pre-Consultation meeting.</p> <p>Any peer reviews to be identified at pre-consultation meeting.</p> <p>Recommend meetings in advance of pre-con for complex applications</p> <p>Area Municipality provide Pre-Consultation notes to applicant within 14 calendar days</p>	Parties to provide comments within 20 calendar days
Secondary Plan / Block Plan (Local Official Plan Amendment)	Same as above	a) As determined in consultation with the area municipality
Complete Application Review	N/A	Region to provide comments within 20 calendar days
Other Comprehensive Local Official Plan Amendment	Same as above	As determined in consultation with the area municipality
Site specific Local Official Plan Amendment	Same as above	Region to provide comments within 20 calendar days
Combined OPA/Zoning Amendment	Same as above	Region comments within 20 calendar days
Comprehensive zoning by-law (initiated by area municipality)	Same as above	As determined in consultation with the area municipality
Site specific zoning by-law amendment (including Holding Provision)	Same as above	Parties to provide comments within 20 calendar days.

Application Type	Pre-Consultation	Target for Comments After Circulation of a Complete Application
Draft plans of subdivision or condominium	Same as above	Region to provide comments within 35 calendar days
Modifications to Draft Approved Subdivision and Condominium	Same as above	Region to provide comments within 35 calendar days
Consent	Same as above	Region to provide comments within 10 calendar days in urban areas and within 14 calendar days in rural areas (on private services)
Minor Variance	Same as above	Region to provide comments within 10 calendar days.
Site Plan	Same as above	Parties to provide comments within 14 calendar days
Extension of draft Approval	N/A	Parties to provide comments within 10 calendar days
Clearance of Conditions	N/A	Parties to provide comments within 15 calendar days
Niagara Escarpment Development Permit	N/A	Parties to provide comments within 30 calendar days
Niagara Escarpment Plan Amendment	N/A	Parties to provide comments within 30 calendar days

Notes for Table 2

1. To convene a pre-consultation meeting, the lead agency must have enough information from the applicant for the parties to complete an initial analysis and provide advice, including but not limited to advice on requirements for a Complete Application.
2. All due dates are from date of circulation by the commenting parties and are for applications deemed complete as determined by the parties as part of pre-consultation.
3. Studies that require peer review may require an additional 30-60 day review period.
4. When new issues arise from the analysis of studies or required consultation during application review which results in the need for additional information or study, additional review time may be required

Part 6 - Endorsement and Signature Pages

Regional Municipality of Niagara

Date of Regional Council endorsement: _____

CAO Signature: _____

Town of Fort Erie

Date of Town Council endorsement: _____

CAO Signature: _____

Town of Grimsby

Date of Town Council endorsement: _____

CAO Signature: _____

Town of Lincoln

Date of Town Council endorsement: _____

CAO Signature: _____

City of Niagara Falls

Date of City Council endorsement: _____

CAO Signature: _____

Town of Niagara-on-the-Lake

Date of Town Council endorsement: _____

CAO Signature: _____

Town of Pelham

Date of Town Council endorsement: _____

CAO Signature: _____

City of Port Colborne

Date of City Council endorsement: _____

CAO Signature: _____

City of St. Catharines

Date of City Council endorsement: _____

CAO Signature: _____

City of Thorold

Date of City Council endorsement: _____

CAO Signature: _____

Township of Wainfleet

Date of Township Council endorsement: _____

CAO Signature: _____

City of Welland

Date of City Council endorsement: _____

CAO Signature: _____

Township of West Lincoln

Date of Township Council endorsement: _____

CAO Signature: _____

PLANNING SERVICES AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter called the "Region")

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter called the "City")

(hereinafter together referred to as the "Parties" and individually as a "Party")

WHEREAS the Region is an upper-tier municipality established pursuant to the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*");

AND WHEREAS the City is a lower-tier local municipality within the Region and incorporated pursuant to the provisions of the *Municipal Act, 2001*;

AND WHEREAS pursuant to subsection 15(2) of the *Planning Act*, R.S.O. 1990, c. P.13 ("*Planning Act*") the Council of an upper-tier municipality, on such conditions as may be agreed upon with the Council of a lower-tier municipality, may provide advice and assistance to the lower-tier municipality in respect of planning matters generally;

AND WHEREAS the Region and the City desire to enter into an agreement whereby the Region shall provide advice and assistance to the City in respect of planning matters;

AND WHEREAS the Region and City desire to deliver timely and streamlined planning services to the public, based upon a mutual understanding of their respective roles and responsibilities, and seek to collaborate without duplication of service in order to achieve efficient and cost effective resourcing;

AND WHEREAS the Region desires to provide planning services to its lower-tier municipalities which exhibit equity as between the lower-tier municipalities, recognizing that each lower-tier municipality has different circumstances and different resource needs resulting in allocations of Regional resources that will aim to be fair but which may be different for each lower-tier municipality;

AND WHEREAS the Region and the City acknowledge that entering into a Planning Services Agreement will facilitate the ability of the Region to continue providing planning services, data collection and data analysis, mapping services and growth management analysis and advice, for use by the Region and its lower-tier municipalities;

AND WHEREAS the Region and the City desire to enter into this Planning Services Agreement (“Agreement”);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Region and the City agree as follows:

1. PURPOSE AND SCOPE

- 1.1. This Agreement sets out the advice, assistance and services to be provided by the Region to the City in respect of planning matters so as to promote the delivery of efficient and effective municipal planning services using a “one-window” approach.
- 1.2. The Parties acknowledge and agree that notwithstanding any other provision of this Agreement, the planning services provided by the Region under this Agreement shall be provided on an as-needed basis in accordance with the City’s planning needs and the volume of development applications received and that this Agreement does not guarantee a minimum or any number of service requests by the City.
- 1.3. The Parties further acknowledge and agree that in furtherance of the “one-window” approach to providing municipal planning services, Region planning staff may on occasion use City resources such as office space, communications equipment and letterhead, to provide services under this Agreement. However, this Agreement does not and shall not be taken to create an employment relationship between any member of Region planning staff and the City.
- 1.4. The Parties further acknowledge and agree that this Agreement shall encompass, address and govern all planning services provided by or exchanged between the Region and the City but shall not encompass, address or govern other service relationships between the Region and the Town, including but not limited to all non-planning services.

2. TERM

- 2.1. This Agreement shall be subject to approval by the Council of the Region and the Council of the City and upon such approvals, shall be deemed effective on the date that is ninety (90) days following the proclamation of amendments to the *Planning Act* pursuant to which the Region becomes an upper-tier municipality without planning responsibilities and shall, unless terminated earlier in accordance with this Agreement, expire on the date that is ninety (90) days following the next regular municipal election (“the Term”).
- 2.2. At least twelve (12) months prior to the expiry of the Term, staff of the Parties shall enter into good faith negotiations to extend or amend this Agreement on

such terms and conditions as may be agreed to by the Parties and approved by their respective Councils.

- 2.3. The terms and conditions of this Agreement shall apply to all services requested, commenced and/or provided prior to the end of the Term, including during the negotiation period prescribed by paragraph 2.2. In the event that the Parties have agreed to extend or amend this Agreement but have not sought Council approval by the end of the Term, the terms and conditions of this Agreement shall continue to apply until Council has considered the proposed extension or amendment of this Agreement, provided that this occurs within nine (9) months of the end of the Term, failing which this Agreement shall expire.

3. PLANNING SERVICES PROVIDED BY THE REGION

- 3.1. The Region shall provide to the City the planning services set out in Appendix "A", which is appended hereto and forms part of this Agreement and shall adhere to all timeframes for service delivery set out therein.
- 3.2. The City shall circulate all pre-consultation applications to the Region where the application identifies a service to be provided by the Region in accordance with Appendix "A". Where the Region is able to provide the services identified in the pre-consultation application, the City shall not receive such services from any other source.
- 3.3. The Region shall charge fees in accordance with the Region's Fees and Charges By-law for the planning services provided to the City under paragraph 3.1, which shall be the same rate as is charged by the Region to all of its local municipalities for the services set out in Appendix "A".
- 3.4. The Region shall provide to the City the planning services set out in Appendix "B", which is appended hereto and forms part of this Agreement, upon receipt of a written request by the City, and shall adhere to all timeframes for service delivery set out therein.
- 3.5. The Region shall charge fees in accordance with the Region's Fees and Charges By-law for the planning services provided to the City under paragraph 3.4, which shall be based upon the rates set out in Appendix "B", and which shall be funded by the fee(s) for the development application to which the services relate.
- 3.6. The Region shall provide to the City the planning services set out in Appendix "C", which is appended to and forms part of this Agreement, upon the exchange of a written service request from the City and a written service and budget proposal from the Region, which shall be agreed to by the Parties before the services are provided.

- 3.7. The Region shall charge fees in accordance with Region's Fees and Charges By-law for the planning services provided to the City under paragraph 3.6, which shall be based upon the hourly rates set out in Appendix "C", and which shall be funded as budgeted for by the City.
- 3.8. The fees required to be paid by the City to the Region under this Agreement, shall be collected by the City and remitted to the Region. The fees shall be invoiced by the Region to the City on a monthly basis. Alternatively, at the discretion of the City, development application fees may be paid by the applicant directly to the Region.
- 3.9. The Region will provide planning advice and opinions as necessary and participate in any proceeding including proceedings before the Ontario Land Tribunal in accordance with the provisions and rates set out in this Agreement in accordance with the Region's Fees and Charges By-law.
- 3.10. The fees charged by the Region under this Agreement may be increased and adjusted annually in accordance with the Consumer Price Index or any applicable fee increases, or adjustments identified in the Region's Fees and Charges By-law.
- 3.11. The City will pay all of the Region's invoices issued under this Agreement within thirty (30) days of the invoice date. Should the City fail to make payment or portion thereof on invoices issued under this Agreement, the City shall pay to the Region interest due on the amount in default at the rate of fifteen (15) per cent per annum, accrued monthly, from the due date of the invoice until the payment is made.
- 3.12. The fees charged by the Region under this Agreement shall be paid in full by the City in accordance with the terms of this Agreement and shall not be credited to or set off against any other amounts owing or payable by the Parties pursuant to any other agreement or arrangement between them.
- 3.13. At the end of the first year of the Term, the Parties shall conduct a review of fees charged by the Region under this Agreement and shall determine if any fees require adjustment for one (1) or more subsequent years of the Term.
- 3.14. Planning services provided by the Region under this Agreement shall comply with all applicable professional and industry standards.
- 3.15. At the end of each year of the Term, the Parties may, at the request of either Party, conduct a joint review of all services provided by the Region under this Agreement in the preceding year. The purpose of the review shall be to assess and determine if the timelines, service requirements and levels of service prescribed by this Agreement have been met. For greater certainty, any such review shall not encompass, address or alter the nature of services to be provided by the Region under this Agreement in subsequent years of the Term.

4. CONFLICT

- 4.1. In the event of a conflict between the Region and the City as to the interpretation of a Provincial Plan, Provincial Policy and/or an Official Plan Policy, planning staff of the Region and the City shall work together to resolve the interpretation issue and if such issue is not resolved, the City, as the approval authority, shall make a final determination in respect of the conflict.
- 4.2. Either Party may decline to request or provide planning services in relation to a specific matter if there is an actual or perceived conflict between the interests of the Region and the interests of the City in relation to that matter arising under this Agreement. The Chief Administrative Officer of the Region and the Chief Administrative Officer of the City shall have authority to determine if there is an actual or perceived conflict of interest and, where a Party identifies an actual or perceived conflict of interest, it shall immediately notify the other Party of same.

5. INSURANCE AND INDEMNITY

- 5.1. During the Term, the Region shall obtain and maintain in full force and effect a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policy shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name the City as an additional insured but only with respect to this Agreement.
- 5.2. During the Term, the City shall obtain and maintain in full force and effect a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policy shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name the Region as an additional insured but only with respect to this Agreement.
- 5.3. The Region and the City shall each indemnify and save harmless the other from claims of any kind arising from or in any way related to this Agreement.

6. DISPUTE RESOLUTION

- 6.1. In the event that a dispute arises as to the interpretation, application and/or execution of this Agreement, including but not limited to any Party's rights or obligations under this Agreement and/or an allegation of default or breach, the Party that disputes the other Party's position or conduct shall provide written notice of the dispute.
- 6.2. Where a notice of dispute is received in accordance with paragraph 6.1, the Parties' planning staff shall use best efforts to resolve the dispute for a period of thirty (30) days from the date on which the notice is delivered. The Parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.

- 6.3. In the event that the Parties' planning staff fail to resolve the dispute, the Parties' Chief Administrative Officers shall use best efforts to resolve the dispute for a period of thirty (30) days from the date on which the discussions commence. The Parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 6.4. In the event that the Parties fail to resolve a dispute under paragraphs 6.2 or 6.3, the parties shall refer the matter to non-binding mediation by a mediator agreed on by the Parties. If mediation fails to resolve the dispute, the Parties shall refer the matter to arbitration by an arbitrator agreed on by the Parties and shall proceed in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, without any right of appeal.
- 6.5. Each Party shall bear its own costs associated with the determination of disputes arising under this Agreement, including but not limited to legal, mediation and arbitration costs.

7. EVENTS OF DEFAULT AND TERMINATION

- 7.1. Any of the following circumstances constitutes a default under this Agreement:
- (a) if a Party fails to make any payment required under this Agreement and such failure continues for a period of one hundred and eighty (180) days after written notice thereof has been given by the other Party pursuant to the provisions of this Agreement; and/or
 - (b) other than a default under (a) above, if a Party is in default under any of the provisions of this Agreement and such default continues for a period of fourteen (14) days after written notice thereof has been given by the other Party.
- 7.2. Upon an event of default set out in paragraph 7.1, either Party may terminate this Agreement on sixty (60) days' written notice to the other Party.
- 7.3. Notwithstanding sections 7.1 and 7.2, either Party may terminate this Agreement without cause, upon eighteen (18) months' notice.

8. NOTICE

- 8.1. Any and all information, records, notices, approvals, waivers, agreements, extensions or other communications pursuant to this Agreement given by the Region or the City shall be in writing unless the Parties agree otherwise in writing.
- 8.2. Any notices required to be given pursuant to this Agreement shall be delivered by personal delivery, regular or prepaid first-class mail, or email and addressed to the Party to whom it is given as follows:

If to the Region: THE REGIONAL MUNICIPALITY OF NIAGARA
 1815 Sir Isaac Brock Way
 P.O. Box 1042
 Thorold ON L2V 4T7

Attention: Ann-Marie Norio, Regional Clerk;
Ann-Marie.Norio@niagararegion.ca

If to the City: THE CORPORATION OF THE PORT COLBORNE
 66 Charlotte Street
 Port Colborne ON L3K 3C8

Attention: **INSERT NAME AND EMAIL ADDRESS**

or such other address or email address of which either Party has notified the other, in writing, and any such notice shall be deemed sufficient under this Agreement.

- 8.3. Any notice given pursuant to this Agreement shall be deemed to have been given to and received by the Party to whom it is addressed as follows:
- (a) where personally delivered, on the date of delivery;
 - (b) where sent by regular or prepaid first class mail, on the fifth (5th) day after mailing; or
 - (c) where sent by email, on the date of email transmission, unless the email was sent after 4:00 p.m., in which case notice is deemed to have been given and received on the next business day.

9. GOOD FAITH

- 9.1. The City and the Region, including their planning staff and any other employees, officers, representatives and agents shall at all times act honestly, in good faith and with all due diligence and dispatch in taking all actions and in making all decisions pertaining to the implementation and administration of this Agreement.
- 9.2. The City and the Region, including their planning staff and any other employees, officers, representatives and agents shall make their best and timely efforts upon the reasonable request of the other Party to make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever necessary to give effect to this Agreement and the terms and conditions contained herein.

10. AMENDMENTS

- 10.1. This Agreement may be amended by mutual agreement of the Parties at any time during the Term. Any changes, alterations or amendments to this Agreement shall be made in writing and signed by one or more persons authorized as representatives of the Region and the City and who can bind the respective Parties and shall be appended to this Agreement.
- 10.2. Without limiting the generality of the foregoing, the Parties may amend this Agreement at any time during the Term to add as Appendix "D" a list of further services as special projects that the Region may provide, subject to capacity, to the City and for which the Region shall charge fees in accordance with its Fees and Charges By-law. Services provided pursuant to Appendix "D" shall be subject to section 3 of this Agreement.
- 10.3. For greater certainty, the Parties are authorized to amend this Agreement in accordance with paragraphs 10.1 and 10.2 without requiring the approval of their respective Councils provided that the amendments are minor in nature, are mutually agreed to by the Parties and do not impact or change the purpose or intent of this Agreement.

11. GENERAL

- 11.1. In this Agreement, words importing a singular number shall include the plural and vice versa, words importing the any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.
- 11.2. Unless the context otherwise requires, the words "Region" and "City" wherever used in this Agreement shall be construed to include and to mean the successors and/or assigns of the Region and the City respectively.
- 11.3. This Agreement shall be governed, construed and enforced according to the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.4. In the event that any of term, condition or provision contained in this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.5. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 11.6. Moreover, any delay or failure on the part of a Party to exercise or enforce any right, power or remedy conferred by this Agreement shall not constitute a waiver of same and shall not constitute a waiver of any rights, powers or remedies with respect to any subsequent default or breach.

- 11.7. The Parties acknowledge and agree that nothing in this Agreement shall be deemed to fetter or interfere with either Party's responsibilities and rights as municipal bodies.
- 11.8. This Agreement constitutes the entire agreement between the Parties relating to the matters set out herein. There are no representations, promises, covenants or other terms relating to the content of this Agreement and this Agreement supersedes any prior discussions, understandings or agreements between the Parties in relation to its subject matter.
- 11.9. This Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email.

[signature page follows]

IN WITNESS WHEREOF, the Region has on the ____ day of _____, 2025 executed this Agreement.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____

Name: Ron Tripp, P. Eng.

Title: Chief Administrative Officer

I have the authority to bind the Regional Corporation

IN WITNESS WHEREOF, the City has on the ____ day of _____, 2025 executed this Agreement.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____

Name:

Title:

I have the authority to bind the Corporation

APPENDIX “A”

Planning Services and Timeframes Provided by the Region at Same Rate for All Local Municipalities

Development Planning Service Review to be provided for planning applications include:

- ~~Land Use Compatibility (MECP D-Series Guidelines, Noise, Air Quality)~~
- ~~Archaeological Assessment~~
- ~~Employment Land Conversion/Removal~~
- ~~Environmental Review~~
- ~~Record of Site Condition~~
- ~~Former Landfill Sites~~
- ~~Gas and Petroleum Resources~~
- ~~Screening to Address Source Water Protection~~
- ~~Urban Design~~

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Site specific Regional Official Plan Amendment	<p>Region to receive required information/plans a minimum of 10 calendar days prior to pre-consultation.</p> <p>Region to provide comments 12 calendar days after Pre-Consultation meeting.</p> <p>Any peer reviews to be identified at pre-consultation meeting.</p> <p>Recommend meetings in advance of pre-con for complex applications</p> <p>Area Municipality provide Pre-Consultation notes to applicant within 14 calendar days</p>	Region to provide comments within 20 calendar days
Secondary Plan (Local Official Plan Amendment)	<i>Same as above</i>	As determined in consultation with the area municipality

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Complete Application Review	N/A	Region to provide comments within 20 calendar days
Other Comprehensive Local Official Plan Amendment	Same as above	As determined in consultation with the area municipality
Site specific Local Official Plan Amendment	Same as above	Region to provide comments within 20 calendar days
Combined OPA/Zoning Amendment	Same as above	Region comments within 20 calendar days
Comprehensive zoning by-law (initiated by area municipality)	Same as above	As determined in consultation with the area municipality
Site specific zoning by-law amendment (including Holding Provision)	Same as above	Region to provide comments within 20 calendar days
Draft plans of subdivision or condominium	Same as above	Region to provide comments within 35 calendar days
Modifications to Draft Approved Subdivision and Condominium	Same as above	Region to provide comments within 35 calendar days
Consent	Same as above	Region to provide comments within 10 calendar days in urban areas and within 14 calendar days in rural areas (on private services).

Process Type	Pre-Consultation Timeframes	Complete Application Timeframes
Minor Variance	Same as above	Region to provide comments within 10 calendar days.
Site Plan	Same as above	Region to provide comments within 14 calendar days
Extension of draft Approval	Same as above	Region to provide comments within 10 calendar days
Clearance of Conditions	Same as above	Region to provide comments within 15 calendar days
Niagara Escarpment Development Permit	Same as above	Region to provide comments within 30 calendar days
Niagara Escarpment Plan Amendment	Same as above	Region to provide comments within 60 calendar days

APPENDIX “B”

Planning Services Provided by the Region Upon Request Fee for Service Funded by Development Applications

Appendix “B” - Niagara Region Planning Fee for Service

Development Planning Review Service:

Includes Provincial Policy and Regional review for the below listed applications. Depending on the nature of the application the review will include *Land Use Compatibility*¹, *Archaeological Assessment*, *Employment Land Conversion/Removal*, *Environmental Review*, *Record of Site Condition*, *Former Landfill Sites*, *Gas and Petroleum Resources*, *Screening to Address Source Water Protection*, *Urban Design*

*Development planning fee only includes planning review

Service	Fee
Official Plan Amendments	
Regional Official Plan Amendment Review	\$11,205
Regional Official Plan Amendment Review - Urban Boundary Expansion	\$11,205
Regional Official Plan Amendment to establish or expand a pit or quarry	\$114,100
Major Official Plan Amendment Review (3 or more types of Provincial/Regional policy review)	\$4,775
Minor Official Plan Amendment Review (2 or less types of Provincial/Regional policy review)	\$2,450
Subdivision, Vacant Land or Common Element Condominium Fee: (Fee is based on the entire area of the subdivision and consists of a base fee and per hectare fee)	
Draft Plan Review - Base Fee	\$1,790
Draft Plan Review - Per Hectare Fee	\$790/hectare
Revision to Submission by Applicant (Prior to Draft Approval)	\$1,925
Modification of Draft Plan Approval	\$1,925

¹ Peer Reviews will not be a fee for service but will be required to be paid for by the applicant when required for a development application. Peer Reviews will be identified during pre-consultation including cost estimate.

Extension of Draft Plan Approval	\$1,395
Extension of Draft Plan Approval (Approved prior to 2006)	\$2,775
Clearance of Draft Plan Conditions (per phase)	\$1,925
Standard Condominium Fee	
Standard Condominium – Draft Plan Review	\$1,775
Revisions to Submission by Applicant (Prior to Approval)	\$1,245
Modification of Standard Draft Plan of Condominium Approval	\$1,245
Extension of Standard Draft Plan of Condominium Approval	\$890
Clearance of Conditions (Standard Plan of Condominium)	\$1,600
Zoning By-law Fees	
Zoning By-law Amendment Review	\$2,500
Agricultural Purposes Only (APO) zoning amendment	\$1,090
Revision to Submission by Applicant (Major) (Prior to Approval)	\$1,075
Removal of holding symbol	\$895
Consent Fees	
Consent Review- Urban	\$510
Consent Review – Rural/ Outside Urban	\$835
Final certification fee (active consent files still remaining under the authority of the Region will be subject to Final Certification Fee, payable upon request for final certification, prior to registration.)	\$740
Site Plan Fees	
Major Site Plan	\$1,345
Revision to Submission by Applicant (Prior to approval)	\$780
Clearance of Site Plan Conditions	\$995
Minor Variance	
Minor Variance	\$760
Niagara Escarpment Plan Applications	
Development Permit Review	\$2,225
Minor Development Permit Review (No Regional or Provincial concerns identified i.e. sheds, garages, pools, etc.)	\$830

Environmental Site Assessments (brownfields) Request to Use Non-potable Water Site Condition Standards	
Response to Request	\$410
Response to Request - Update Letter	\$150
Secondary Plans	
Secondary Plans (privately initiated)	\$6,935
Pre-Consultations	
Pre-Consultation Review	\$620
Special Studies	
1. Environmental Review	
Major EIS Review (2 or more features)	\$3,000
Minor EIS Review (1 feature)	\$1,500
Major EIS Review (2 or more features) – No approved TOR	\$4,045
Minor EIS Review (1 feature) - No approved TOR	\$2,355
EIS TOR Review	\$555
EIS Second Submission and greater (Addendum) Review	\$277.50
EIS Draft Review (To be deducted from EIS fee when EIS is submitted)	\$555
Review of Restoration Plan	\$760
Review of Tree Preservation Plan	\$395
Review of Monitoring Plan	\$975
2. Urban Design	
Major Urban Design Review	\$1,000
Minor Urban Design Review	\$300
3. General Planning Services	
Growth Management ² <ul style="list-style-type: none"> - Localized review of infrastructure capacity - Detailed evaluation of urban boundary expansion areas, review of population and employment forecasts and distribution, staging of development, cross boundary matters 	Fee for service based on agreed upon terms
District Plans/ Secondary Plans/ Master Plans	Fee for service based on agreed upon terms (\$85.00 per hour)
Duty to Consult with Indigenous Nations <ul style="list-style-type: none"> - Manage relationships, provide consultation 	Fee for service based on agreed upon terms (\$85.00 per hour)

² The Region will continue to undertake Growth Management review for regional infrastructure capacity and capital projects planning, housing supply activity, and employment activity

Natural Heritage System Mapping Maintenance ³	Fee for service based on agreed upon terms (\$85.00 per hour)
GIS support and other mapping	Fee for service based on agreed upon terms (\$85.00 per hour)
Ontario Land Tribunal Support	Fee for service based on agreed upon terms (\$85.00 per hour)

³ The EIS review fee captures maintenance of the Regional Natural Heritage System Map, for those municipalities not utilizing environmental planning review function and will require maintenance, it will be a fee for service

APPENDIX “C”**Planning Services Provided by the Region Upon Request
Fee for Service Funded as Budgeted for by the City**

Special Projects to be based on a rate per hour (\$ 85.00).

Special Project Service List includes the following, based on available staffing capacity:

- **Growth Management**
 - Population and employment forecasts and distribution
 - Planning/Infrastructure/Finance integration
 - Infrastructure Staging
 - Adequate and sustainable financing

- **Special Projects**
 - Secondary Plans
 - Watershed planning
 - Archaeology
 - GIS support

- **Sustainability Initiatives**

- **Secondment Requests**



Subject: Declaration of City Land to be Surplus – Invertose A and B
To: Council
From: Development and Government Relations Department

Report Number: 2025-56

Meeting Date: May 13, 2025

Recommendation:

That Development and Government Relations Department Report 2025-56 be received;
and

That the two City-owned properties on Invertose Drive legally described as part of Lots 27 & 28 Concession 3, being Part 1 on Plan 59R-18323, geographic township of Humberstone now in the City of Port Colborne; and Part of Lot 27 Concession 3 Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344 depicted in Appendix B and Appendix C attached hereto, be declared as surplus.

Purpose:

The purpose of this report is to provide information on the two Invertose Drive parcels shown in Appendix B as “Parcel A” and in Appendix C as “Parcel B”, as well as to seek approval to declare them as surplus.

Background:

The Development and Government Relations team created a City Real Estate Initiative focused on identifying property that may be declared surplus and marketed for residential, commercial, and industrial development. In 2022, the City engaged Terrastory Environmental Consulting Inc. to conduct an Environmental Impact Assessment (EIS) on Parcel A which is City owned land on the northeast portion of Invertose Drive. This was done in preparation of a future potential sale. This EIS preparation supported the development of potential site plan designs and concepts. In

2023, to improve access to the parcel, the fire hydrant was relocated. Water / wastewater was brought to the property line to increase the shovel readiness of the property parcel.

During the EIS, the property parcel known as Parcel B, shown in Appendix C, was determined to have been mapped incorrectly in the past and was in fact not part of the Provincially Significant Wetland (PSW). Terrastory determined the developable area, setbacks, and filed this information with the Ministry of Natural Resources - Wetlands to be removed from the PSW Registry. This was approved by the province in late 2024.

City staff placed a culvert to create an entrance to the property and completed a survey for the area. Once this was completed, the City engaged a company to clear the land of tree and brushes and this has been completed. Both parcels are zoned HI, Heavy Industrial, and are serviced to the lot lines. One of the required steps in preparation for any future divestiture of these properties is that the properties be declared surplus by the City.

Discussion:

The Invertose Drive Parcel A is a large 21.82-acre parcel, Property B is a 4.54-acre parcel. These two parcels have been created out of a large City owned parcel on Invertose which was purchased by the City in 2013. They do not generate tax assessment for the City.

Both properties are located within the boundaries for the Gateway Community Improvement Plan (CIP) incentives. This would qualify purchasers for the 10 – year Tax Increment Grant (TIG) provided they meet the eligibility criteria.

Internal Consultations:

The Development and Government Relations team have consulted with the Public Works Department, and they foresee no planned use or future need for these properties by the City. The Planning Division has indicated the highest and best use of these properties would be for their current zoning of Heavy Industrial development.

Financial Implications:

There are no direct financial implications related to this report. Any future sale of the properties would result in land proceeds and an increase in property taxes to the City, new users to the water/wastewater system. Any divestiture would reduce City risk. As the municipal drain runs on the east side of the property, a set back is included to allow for the ongoing maintenance of the drainage system.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
 - Sustainable and Resilient Infrastructure
-

Conclusion:

The two City properties on Invertose Drive, shown as Parcel A and Parcel B, have been identified by staff as surplus. Declaring these properties as surplus is the first step in making them available to support future industrial development opportunities, expanding the employment base of the City and increasing the tax base of the City. It is recommended that the two properties be declared surplus to City needs.

Appendices:

- a. City Property Invertose
- b. Invertose Drive– Parcel A
- c. Invertose Drive – Parcel B

Respectfully submitted,

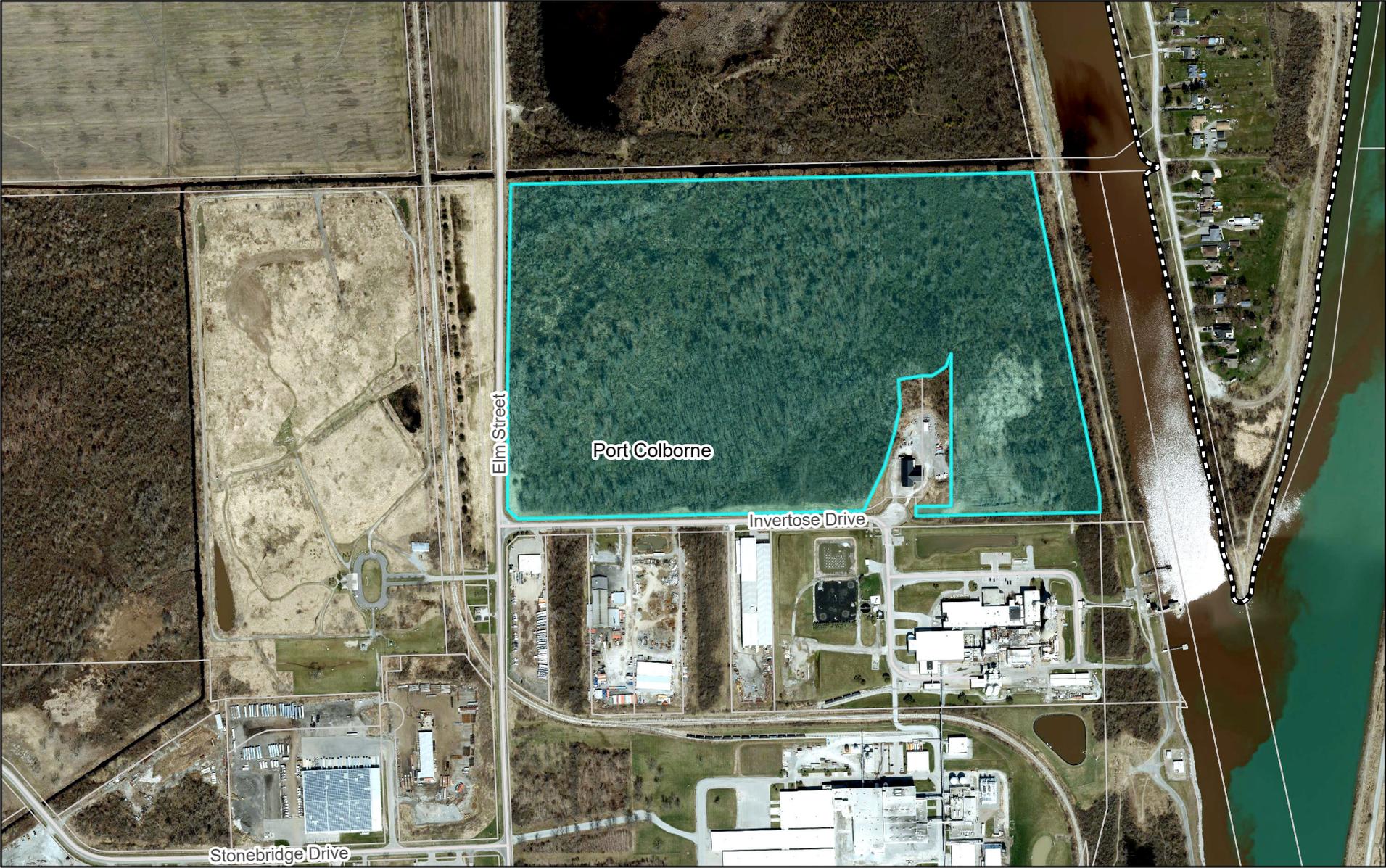
Bram Cotton
Economic Development Officer
(905) 228-8063
Bram.Cotton@portcolborne.ca

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

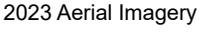
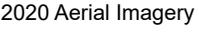
Report Approval:

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

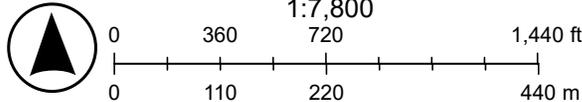
Port Colborne Mapping Application



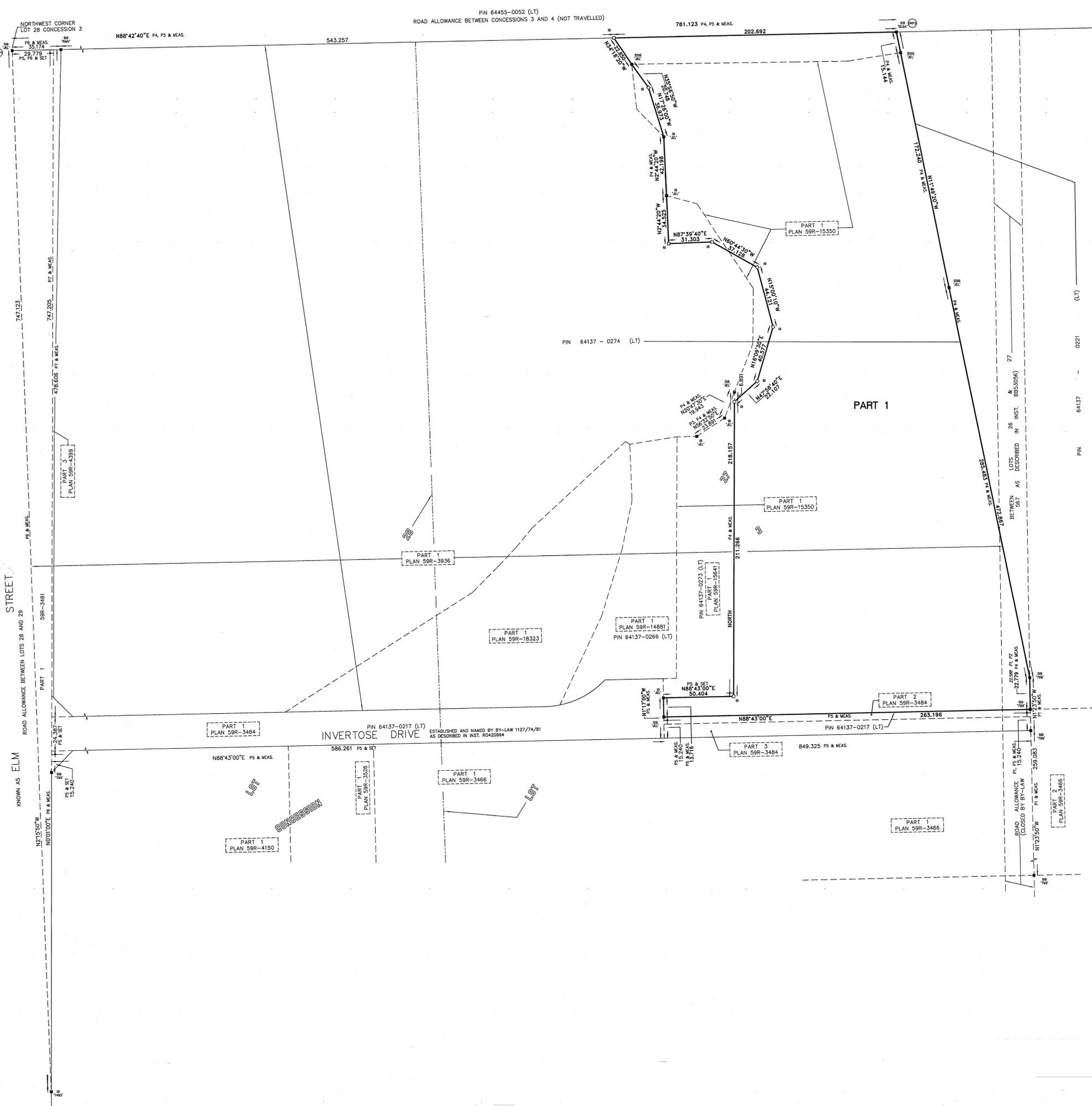
2025-04-24, 1:35:07 p.m.

-  Port Colborne Boundary
 -  Assessment Parcel
 - Roads**
 -  MUN
- | | |
|---|---|
|  2023 Aerial Imagery |  2020 Aerial Imagery |
|  Red: Red |  Red: Red |
|  Green: Green |  Green: Green |
|  Blue: Blue |  Blue: Blue |

World_Hillshade



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

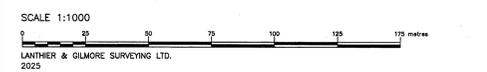


I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
 DATE: APRIL 2, 2025
 RECEIVED AND DEPOSITED DATE: APRIL 09, 2025
 MARK GILMORE
 ONTARIO LAND SURVEYOR
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (59)

SCHEDULE

PART	LOT	CONCESSION	PIN
1	PART OF LOT 27	CONCESSION 3	PART OF 64137-0274 (LT)
	PART OF THE ROAD ALLOWANCE BETWEEN LOTS 26 & 27 (CLOSED BY BY-LAW 567 DESCRIBED IN INST. BBS3056)		

PLAN OF SURVEY OF
PART OF LOT 27
CONCESSION 3
 AND
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 26 & 27
 (CLOSED BY BY-LAW No. 567 AS DESCRIBED IN INST. BBS3056)
 GEOGRAPHIC TOWNSHIP OF HUMBERSTONE, NOW IN THE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA



LEGEND

• DENOTES SURVEY MONUMENT FOUND	*JEL* DENOTES LANTHER & GILMORE SURVEYING LTD.
○ SURVEY MONUMENT SET	*799* S.H. FUNK O.L.S.
SB STANDARD IRON BAR	*1485* P.D. REITSMA O.L.S.
SB SHORT STANDARD IRON BAR	*LSA* ST. LAWRENCE SEAWAY AUTHORITY
IB IRON BAR	*RIN* REGIONAL MUNICIPALITY OF NIAGARA
IB ROUND IRON BAR	P1 PLAN 59R-3035
IT IRON TUBE	P2 PLAN 59R-3484
PB PLASTIC BAR	P3 PLAN 59R-1489
CT CUT CROSS	P4 PLAN 59R-15350
WT WITNESS	P5 PLAN 59R-15451
UNJ UNKNOWN	P6 PLAN 59R-4399
ORP OBSERVED REFERENCE POINT	P7 PLAN 59R-3481
MEAS. MEASURED	

INTEGRATION DATA

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

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

POINT ID	NORTHING	EASTING
ORP1	4,794,353.37	842,358.54
ORP2	4,754,371.01	643,139.34

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 N88°42'40"E REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (1997).

FOR BEARING COMPARISONS, A ROTATION OF 2° 15' 50" IN A COUNTER CLOCK-WISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 59R-3484, PLAN 59R-3035 AND PLAN 59R-3481.
 FOR BEARING COMPARISONS, A ROTATION OF 1° 11' 00" IN A COUNTER CLOCK-WISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 59R-4399.

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 0.99982922.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. 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.
 2. THE SURVEY WAS COMPLETED ON APRIL 1, 2025.

DATE: APRIL 2, 2025
 MARK GILMORE
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-92320
 LANTHER & GILMORE SURVEYING LTD.
 113 CLURNE ST. PORT COLBORNE, ONT. (905) 835-5477

SCALE: 1:1000 DR. BY: CM JEL FILE: 22-696 F-1484B
 CH. BY: MG



Subject: Declaration of City Land to be Surplus – Barber Drive

To: Council

From: Development and Government Relations Department

Report Number: 2025-81

Meeting Date: May 13, 2025

Recommendation:

That Development and Government Relations Department Report 2025-81 be received;
and

That the property described as Part 1 on Plan 59R-16975 Part of Lot 26 Concession 2,
as shown in Appendix A attached hereto, be declared as surplus.

Purpose:

The purpose of this report is to seek Council support to have the City-owned property,
shown in Appendix A, declared as surplus so that it can be made available to facilitate
continued industrial investment at the Ramey's Bend dock and shipping area.

Background:

City staff are always reviewing City-owned property to identify potential surplus lands
that could be made available to support development opportunities and expand the
City's tax base. Development attracts new residents, creates additional assessment on
the City's tax roll, and adds users to the water and wastewater system to help improve
efficiency and financial sustainability.

Staff have applied this rationale when analyzing properties for potential disposition. City
staff believe that the subject parcel, shown in Appendix A and in Appendix B, with the
legal description Part of Lot 26 Concession 2, Part 1 Plan 59R-16975, meet these
objectives.

The City owned parcel, which is 0.76 of an acre, is located north of Main Street on the
east side of Barber Drive running north along the rail tracks (see Appendix A). The

parcel is zoned Gateway Industrial (GI). There are no municipal services on the west side of the railway tracks and as such, the area is used for outdoor storage of industrial materials.

Discussion:

The subject parcel is not generating tax revenue for the City. Staff believe a better use of the parcel would be achieved through private ownership. Selling this parcel to the private sector would fulfill the goals of the surplus land review and continue to attract private sector investment to the City. Any future sale would be conducted in accordance with the Sale of Land Policy.

Internal Consultations:

The parcel is not required by the City based on an internal review by City departments. Staff are recommending that this parcel be declared surplus to support future industrial development in the area.

Financial Implications:

There are no financial implications associated with this report and recommendation. If the parcel is declared surplus and sold, there will be future legal and survey costs. These costs can be funded by the Economic Development Land Reserve and would be recovered from any sale of the subject parcel.

Public Engagement:

There has been no public engagement on this request and none is required.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
-

Conclusion:

The City property on Barber Drive, shown as Parcel A and again in Appendix B, has been identified by staff as surplus to City needs. Declaring this property as surplus is

the first step in making them available to support future industrial development opportunities, expanding the employment base of the City and increasing the tax base of the City. It is recommended that the property be declared surplus to City needs and divested in accordance with the Sale of Land Policy.

Appendices:

- a. Survey Part 1 - Plan 59R-16975
- b. Property Map Barber Drive—City parcel to be declared surplus

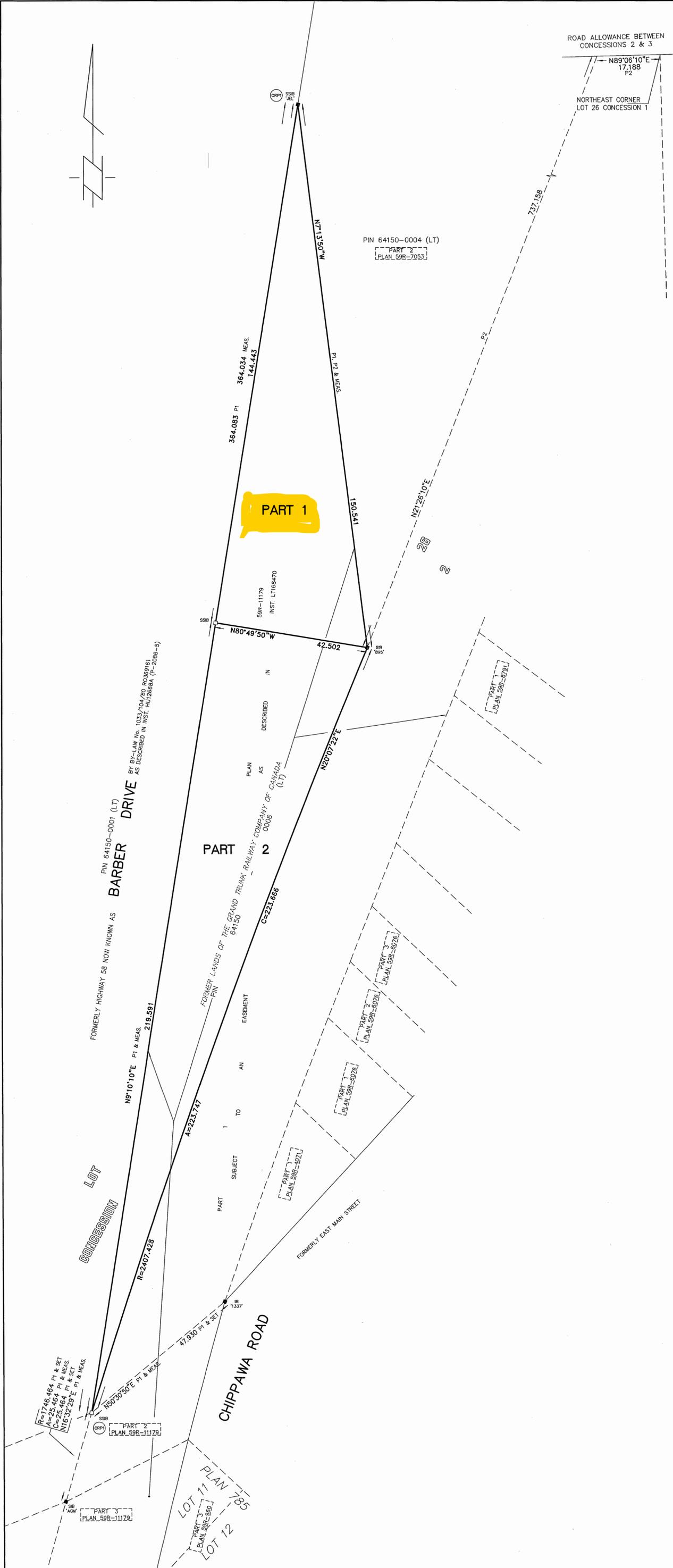
Respectfully submitted,

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

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

Report Approval:

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



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE: APRIL 27, 2021

PLAN 59R-16975

RECEIVED AND DEPOSITED
DATE: June 2, 2021

Mark Gilmore
MARK GILMORE
ONTARIO LAND SURVEYOR

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

SCHEDULE			
PART	LOT	CONCESSION	PIN
1	PART OF LOT 26	2	PART OF PIN 64150-0006 (LT)
2			

PARTS 1 & 2 ARE SUBJECT TO AN EASEMENT AS DESCRIBED IN INST. LT168470.

PLAN OF SURVEY OF

**PART OF LOT 26
CONCESSION 2**

GEOGRAPHIC TOWNSHIP OF HUMBERSTONE, NOW IN THE
**CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA**

SCALE 1:500

LANTHIER & GILMORE SURVEYING LTD.
2021

LEGEND

<ul style="list-style-type: none"> • DENOTES SURVEY MONUMENT FOUND □ DENOTES SURVEY MONUMENT SET SB DENOTES STANDARD IRON BAR SSIB DENOTES SHORT STANDARD IRON BAR IB DENOTES IRON BAR IB# DENOTES ROUND IRON BAR IT DENOTES IRON TUBE PB DENOTES PLASTIC BAR CC DENOTES CUT CROSS WT DENOTES WITNESS ORP DENOTES OBSERVED REFERENCE POINT MEAS. DENOTES MEASURED 	<ul style="list-style-type: none"> 'JEL' DENOTES LANTHIER & GILMORE SURVEYING LTD. 'B95' DENOTES D.A. LANE, O.L.S. '1337' DENOTES D.G. MARR, O.L.S. 'AGM' DENOTES ARCHIBALD, GRAY & MCKAY LTD. (LONDON) P1 DENOTES PLAN 59R-11179 P2 DENOTES PLAN 59R-7053
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INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 17, NAD 83 (CSRS) (1997).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10.	POINT ID	NORTHING	EASTING
	ORP1	4,751,448.75	643,323.10
	ORP2	4,751,808.08	643,381.10

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 N9°10'10"E REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (1997).

FOR BEARING COMPARISONS, A ROTATION OF 1° 09' 50" IN A COUNTER CLOCK-WISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 59R-7053

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 APRIL 26, 2021.

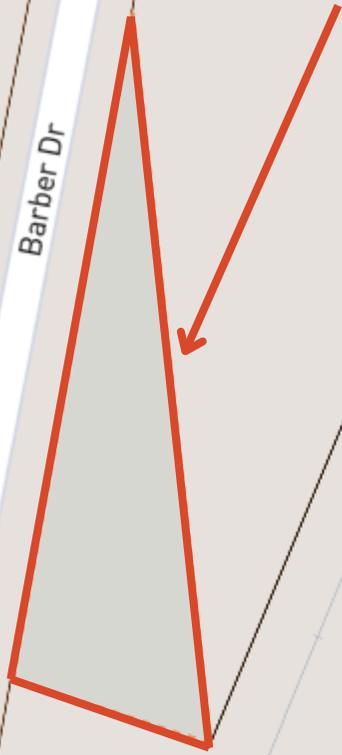
APRIL 27, 2021

Mark Gilmore
MARK GILMORE
ONTARIO LAND SURVEYOR

LANTHIER & GILMORE SURVEYING LTD.
173 CLARENCE ST. PORT COLBORNE, ONT. (905) 635-5477

SCALE: 1:500	DR. BY: CM CH. BY: DM	JEL FILE: 22-538	F-1322
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**SUBJECT
PROPERTY**



Welland Canal

401

1731

160

160

168

172

200

188

166

185

150

148

156

144

148

173

181

140

132

153

126

147

163

189

87

8

10

12

16

20

24

26

85

Berkley Ave

7

15

17

25

29

97

20

24

28

32

416

93

Berkley Ave

501

415

407

403

43

Barber Dr

Barber Dr

Barber Dr

Chippawa Rd

Chippawa Rd

Chippawa Rd

Chippawa Rd

Dolphin St

Willard Ave

Wellington St



Subject: Storm Sewer Boundary and Inclusion of New Developments

To: Council

From: Public Works Department

Report Number: 2025-51

Meeting Date: May 13, 2025

Recommendation:

That Public Works Department Report 2025-51 be received; and

That staff be directed to automatically update the urban storm sewer boundary to incorporate any new subdivisions or developments that are wholly located within the municipal boundary, ensuring they are subject to storm sewer fees as set out annually in the Rates Budget.

Purpose:

To streamline the administration of the City's storm sewer fee, staff recommend that any new subdivisions or developments that occur subsequent to Councils approval of the stormwater boundary, and are wholly located within the municipal boundary, and in areas in which the City has jurisdiction for stormwater sewage works, be automatically incorporated into the existing storm sewer fee boundary. This will ensure that all properties benefiting from municipal stormwater services contribute equitably without requiring individual Council approval for each boundary adjustment.

Under this approach, newly developed properties will be included in the stormwater fee boundary upon completion and will be subject to stormwater charges as soon as water and wastewater billing begins for the property. This automatic inclusion will enhance efficiency, eliminate administrative delays, and maintain consistency in the City's stormwater funding framework.

Background:

The urban storm sewer boundary was first established in 2019 and was updated in 2021 through Council Report 2021-302. It defines the urban area where the City manages stormwater, with the associated fee funding the maintenance, repair, replacement, and expansion of stormwater infrastructure within the boundary. The fee provides a dedicated and sustainable funding source for the management of the stormwater system.

Discussion:

Incorporating new developments into the storm sewer fee boundary ensures that future growth contributes to the City's stormwater management system. This approach ensures all properties benefiting from stormwater services pay their share without delay. There are no changes to the existing fee structure or boundary beyond this automatic inclusion process.

Reliable stormwater funding is critical for expanding the designed storm sewer system, reducing flooding risks, and minimizing inflow and infiltration (I&I) into the wastewater system. A stable revenue stream supports long-term capital planning and strengthens the City's ability to leverage grant opportunities by providing matching funds. Since future development areas are already known, this process simplifies boundary adjustments to a mapping update rather than requiring separate Council approvals for each new subdivision. Additionally, stormwater charges will begin as soon as water and wastewater billing is initiated for new properties, ensuring timely and consistent revenue collection.

Internal Consultations:

This adjustment is proposed jointly by Corporate Services and Public Works.

Financial Implications:

The storm sewer fee and rate setting will continue to be approved during annual budget deliberations. As new subdivisions or developments come online, the City will be able to collect the storm water fee automatically for those properties.

Strategic Plan Alignment:

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

- Environment and Climate Change
 - Sustainable and Resilient Infrastructure
-

Conclusion:

Implementing automatic updates to the urban storm sewer boundary ensures that all new developments contribute equitably to the City's stormwater management system without the need for repeated Council approvals. This approach provides a stable funding source to support critical infrastructure improvements, reduce flooding, and help manage I&I to the wastewater system.

Respectfully submitted,

Cassandra Banting
Manager of Environmental Services
905-228-8137
Cassandra.Banting@portcolborne.ca

Report Approval:

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



Subject: Point Abino Drain
To: Council
From: Public Works Department

Report Number: 2025-91

Meeting Date: May 13, 2025

Recommendation:

That Public Works Department Report 2025-91 be received; and

That Council direct the Drainage Superintendent to advance the Point Abino Municipal Drain Engineer's Report to a 'Meeting to Consider', in accordance with Section 41, Chapter D. 17 of the Drainage Act.

Purpose:

This report has been initiated in response to the final delivery of the Point Abino Municipal Drain Engineer's Report, as prepared by Paul Marsh, P. Eng of EWA Engineering Inc. The purpose of this report is to provide Council with an update on the delivery of the Engineer's Report and requisite actions pertaining to the Meeting to Consider.

Background:

Municipal records indicate the Point Abino Municipal Drain has been in existence since about 1892. The lower reach of the drain, or more easily defined as the down stream end or area nearest Lake Erie, has had different flow paths as well as different outlets in both Fort Erie and Port Colborne. Since 1892, this drainage system has undergone several changes and many reports, with the latest report being completed in 1983 by C J Clarke.

As per the *Drainage Act R.S.O. 1990*, the upstream municipality is typically responsible for initiating the drainage process. As such, the City of Port Colborne appointed Paul Marsh, P.Eng. of EWA Engineering Inc. on October 28, 2019, under Section 74 of the Drainage Act to prepare a new report for the watershed. Due to the time that had

elapsed since the original appointment, Mr. Marsh was formally reappointed by Council at its meeting on January 25, 2022.

During the time between 2019 and present, Mr. Marsh has completed a Baseline Report dated December 16, 2021, and a Hydraulic and Hydrology Study dated April 8, 2022. Both reports were prepared to assist with the complexities of the Point Abino Drain and are supplement documents to the Final Engineer's Report.

Discussion:

The Point Abino Municipal Drain is located on the far east side of Port Colborne and is a shared drain with the Town of Fort Erie. The outlet of the drain is in Abino Bay of Lake Erie just north of the Buffalo Yacht Club boat launch. Going up stream, the drain runs westerly for approximately 530 meters, northly through the Point Abino Marsh for 1350 meters, westerly towards Holloway Bay Rd for 1520 meters, north for 330m along the west side of Holloway Bay Rd, 650 meters west to Pleasant Beach Rd north 80 meters on the east side of Pleasant Beach Rd and a final 220 meters west to its end point within Sherkston Shores.

The East Branch of the drain is wholly within the Town of Fort Erie. This is located from the confluence point or connection to the main drain, where the main drain turns west to Holloway Bay and runs north-east upstream to Point Abino Road.

The Haggerty Branch is also wholly in the Town of Fort Erie. From the confluence of the main drain where it turns west to Pleasant Beach Road, the Haggerty Branch runs north on the west side of Holloway Bay Road for 218 meters, then north-east for another 670 meters towards Michener Road in Fort Erie terminating at 5354 Michener Road.

As noted in the report, the main drain total 4720 meters and services an area of 800 hectares. The drain is characterized as a shallow slope or slow watershed. The bottom half of the drain has low to no slope to the outlet and is influenced by Lake Erie's water elevation.

The largest design aspect of this report is to do with the culvert structure at Point Abino Road. Currently there is a twin concrete culvert structure with a length of 87m that is scheduled for replacement. The section of culvert, within the Town of Fort Erie's road allowance, is proposed to be a new single span concrete box structure. There will also be another small section of single span concrete box culvert to service 1 property approximately 65 m west of the road allowance. The remainder of the channel will be reconstructed as an open ditch, however due to the proximity to the road, the banks on the drain in this section will have a special engineered design to mitigate against future erosion. In addition to the replacement of the culverts from double to single is also the reconstruction of the flap gate to control the storm events.

The upstream end of the drain in Port Colborne has little to no changes from the previous design.

This Engineer's report captures any newly created lots (severances) within this watershed, bringing the assessment schedules up to date, as well as incorporate the proposed changes within the drainage area.

Staff received a copy of the Engineer's Report prepared by EWA Engineering Inc. dated April 9, 2025, and has subsequently filed with the City Clerk of Port Colborne on May 12, 2025.

Receipt of the Engineer's Report, under Section 41, of the Drainage Act, requires advancement of the report to a Meeting to Consider and initiates the obligations of the public process, including mailing of the report and Meeting to Consider date to each property owner within the watershed. Subject to Council approval, the tentative date for the Meeting to Consider will be July 7, 2025.

Financial Implications:

This municipal drain is outside the urban boundary therefore no funds will be used from the fees collected from the Storm Sewer Rate.

The total fees incurred by the City to date for the survey of the drain, the drafting fees, and the engineering fees for the completed engineer's report are approximately \$196,000. As per the Engineer's Report, the total estimated cost of this project is \$2,555,208.05, inclusive of the Engineer's Administration and Engineering fees.

A breakdown of that estimated cost is as follows:

Port Colborne's Portion for Roads	40,635.57
Port Colborne's Portion for Parcels	482,168.93
Fort Erie's Total Portion	2,032,403.55

Further break down of assessments will follow at the Meeting to Consider the Engineer's Report.

Should this report not proceed, the municipality will not be able to collect the funds expended to date. The City will continue to bear all costs until the completion of construction, at which time staff will bill to the respective property owners as detailed in the engineer's report.

To finance the drainage works, the City will charge interest on funds that have been spent. The interest rate is calculated at the City's Bank Prime Rate + 2%. As per the Drainage Act, interest will be calculated until the Engineer signs the certificate of final completion.

Public Engagement:

Any reports or works completed through the *Drainage Act* must follow all regulations of the *Drainage Act*. Meetings have been held with assessed landowners within the watershed with the most recent being held on March 21, 2022.

Following Council's direction to proceed with the Meeting to Consider, staff will complete a mailing to the assessed property owners which will contain notification of the Meeting to Consider and instructions to view the Engineer's report.

If any resident is unable to view the report on the website, a copy of the report can be viewed at City Hall in Port Colborne, Town Hall in Fort Erie, the Port Colborne Engineering and Operations Facility as well and the Port Colborne Library. Additionally, if any assessed landowner would like a printed copy of the report, they may contact the Drainage Superintendent of either municipality.

Strategic Plan Alignment:

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

- Environment and Climate Change
 - Sustainable and Resilient Infrastructure
-

Conclusion:

An up-to-date Engineer's Report allows for routine drain maintenance, effective roadside ditching programs ensuring road safety, enhancing community resiliency, and allows staff to provide a standard level of service to residents.

As the Municipality is obligated to comply with the Drainage Act, advancing the Engineer's Report to the Meeting to Consider stage, under Section 41 of the Act, fulfills this legislative requirement to proceed to the next step.

The approval of this staff report initiates the formal public process, which begins with mailing the Engineer's Report and a notice of the upcoming Meeting to Consider to all property owners within the watershed.

Appendices:

- a. Plan of the Point Abino Municipal Drain

Respectfully submitted,

Alana Vander Veen
Drainage Superintendent
905-228-8127
Alana.VanderVeen@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.

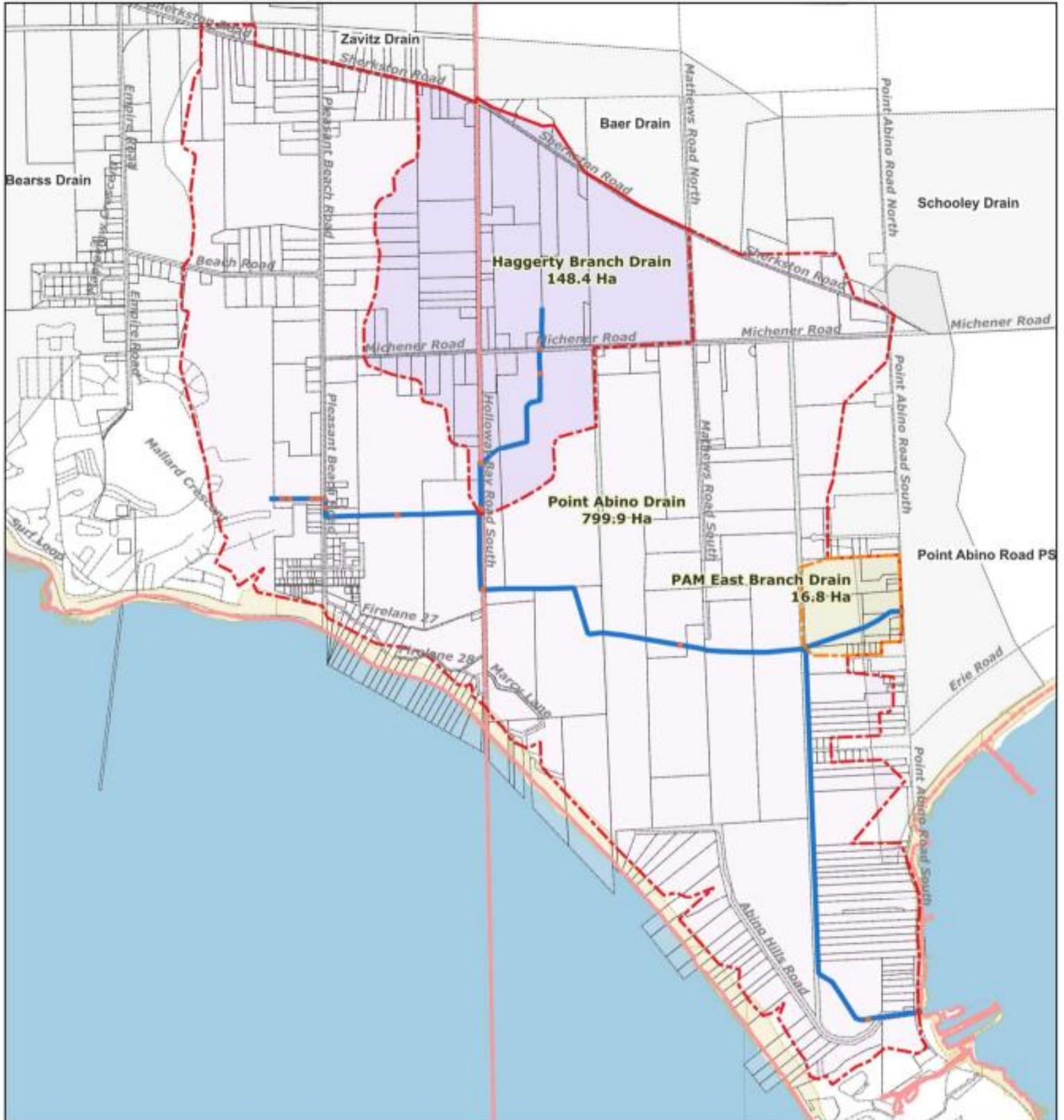


Figure 1 Point Abino Drain



Subject: Council Policies - Vacancy and Leave of Absence

To: Council

From: Legislative Services Department

Report Number: 2025-52

Meeting Date: May 13, 2025

Recommendation:

That Legislative Services Department Report 2025-52 be received;

That the Council Vacancy Policy attached hereto as Appendix A, be approved; and

That the Leave of Absence by Member of Council Policy attached hereto as Appendix B, be approved.

Purpose:

The purpose of this report is to recommend to Council policies that will establish processes for when a vacancy on Council or the office of Regional Councillor occurs or when a Member of Council goes on a Leave of Absence.

Background:

Pursuant to section 259(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*:

“The office of a member of council of a municipality becomes vacant if the member,

(a) becomes disqualified from holding the office of a member of council under section 256, 257 or 258;

(b) fails to make the declaration of office before the deadline in section 232;

(c) is absent from the meetings of council for three successive months without being authorized to do so by a resolution of council;

(d) resigns from his or her office and the resignation is effective under section 260;

- (e) is appointed or elected to fill any vacancy in any other office on the same council;
- (f) has his or her office declared vacant in any judicial proceeding;
- (g) forfeits his or her office under this or any other Act; or
- (h) dies, whether before or after accepting office and making the prescribed declarations. 2001, c. 25, s. 259 (1).”

There have been circumstances in the past where Members of Council have gone on a leave of absence. During these instances, there hasn't been an established process in place that outlines how these leaves of absence should be addressed. The proposed policy provides for procedures with respect to leaves of absence that fall within the three-month period and those that extend beyond that time period. The policy also addresses mandatory leaves of absence which would occur if a Member of Council became a candidate in a municipal by-election, provincial election or federal election.

While there hasn't been a vacancy on Council for quite some time, staff believe it would be beneficial to establish a set of processes for if this scenario does occur in the future. Additionally, there is an anticipated vacancy in the office of the Regional Councillor as a result of Fred Davies being elected as a Member of Parliament for Niagara South. The proposed Council Vacancy Policy establishes a transparent set of procedures for if a vacancy on Council occurs or if the City is requested to provide a recommendation for filling a vacancy on Regional Council.

Discussion:

This report and the accompanying policies have been prepared in coordination with the City's Legal team to address potential scenarios for when a Member of Council wishes to go on a Leave of Absence or if a vacancy on Council transpires. The Council Vacancy Policy would apply to any office declared vacant on the City of Port Colborne's Council during the term of Council. It would also apply when requested to provide a recommendation for filling vacancies on Regional Council.

Niagara Region's Council is set to declare former Councillor Davies' seat as vacant at its meeting on May 22, 2025. The Council Vacancy policy will assist Council in the process of providing a recommendation for filling this vacancy on Regional Council. A report with respect to the method of filling this vacancy will be brought forward for Council's consideration on May 27, 2025.

The Leave of Absence by a Member of Council Policy is to be applied to any Member of Council who goes on a Leave of Absence from Council meetings for medical (health), vacation, employment or personal reasons.

Internal Consultations:

Staff have received advice and guidance from the City's Legal team during the preparation of these policies. They have been prepared using best practices used across various other municipalities in the Niagara Region.

Financial Implications:

The Leave of Absence by Member of Council Policy establishes processes with respect to remuneration for informal, formal and mandatory leaves of absences. Apart from that, there are no immediate financial implications associated with this report.

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:

The proposed policies provide for an accountable and transparent process for the filling of any Council (or Regional Councillor) vacancies that occur during a term of office and when a Member of Council goes on a Leave of Absence. Staff recommend that Council approve the proposed policies so that processes can be established to address these scenarios in the future.

Appendices:

- a. Council Vacancy Policy
- b. Leave of Absence by Member of Council Policy

Respectfully submitted,

Charlotte Madden
Manager of Legislative Services/City Clerk
905-228-8031
cityclerk@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.



Administrative Policy No:	
Policy:	Council Vacancy Policy
Effective:	
Revised:	
Current Legislation:	<i>Municipal Act, 2001, S.O. 2001, c. 25</i> <i>Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched.</i>
Applicable to:	Members of Council and office of Regional Councillor

1. POLICY

The Corporation of the City of Port Colborne (the "City") must comply with the provisions of the *Municipal Act, 2001, S.O. 2001, c. 25*, when a Vacancy occurs on City or Regional Council. This policy is intended to establish an open, accountable and transparent process for filling a Vacancy on City or Regional Council in accordance with the *Municipal Act, 2001, S.O. 2001, c. 25* and the *Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched.*

2. PURPOSE

The purpose is to provide Council with options that may be followed when a Vacancy occurs.

3. SCOPE

This policy shall apply to members of Council for the purpose of filling vacancies on City Council or when requested to provide a recommendation for filling vacancies on Regional Council. When appointing an individual to fill a Vacancy, Council will be mindful of the diverse population of the City of Port Colborne and will seek to reflect that diversity in its appointments.

4. DEFINITIONS

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

"Appointment" means the process of Council appointing an individual, by majority vote, who is qualified to hold office under the Act to fill a Vacancy on Council for the remainder of the current Council term.

"By-election" means an election, other than a regular election, held to fill a Vacancy on Council that is conducted in accordance with the *Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched.*, as amended.

"Candidate" means an individual seeking to fill a Vacancy on Council, who is qualified to hold office under the Act and who has completed and submitted all documentation as required by the Act and this policy.

"City Clerk" means the Clerk of the City of Port Colborne, or designate, as appointed by Council.

"Council" means the Council of the City of Port Colborne and "City Councillor" has a corresponding meaning.

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Document Name: <i>Council Vacancy Policy</i>	Revision No:	Authorized by:

“Qualified person” means as it is prescribed by the *Municipal Elections Act, 1996*, as amended.

“Regional Council” means the Council of the Niagara Region and “Regional Councillor” has a corresponding meaning.

“Vacancy” means when a seat on City Council or Regional Council has become vacant in accordance with Section 259 of the Act.

5. GENERAL

a) Declaring a Vacancy – Upon the happening of one of the events set out in subsection 259(1) of the Act, in accordance with Section 262(1) of the Act, Council shall declare a Vacancy on City Council:

- i. In the case of the death of a Member of Council, at one of the next two meetings of Council; or
- ii. In any other case, at the next meeting.

If Regional Council declares an office of one of its members that represents the lower tier municipality to be vacant, the policy of Niagara Regional Council is to advise the municipality of any actions to be taken to fill the vacant seat.

b) Filling a Vacancy – In accordance with Section 263(5) of the Act and, subject to Section 5(c)(ii) below, when a Vacancy in the office of City Councillor or Regional Councillor occurs, within 60 days after the day a declaration of Vacancy is made with respect to a Vacancy, the City shall:

- i. Appoint a person to fill the Vacancy at an open meeting of Council; or
- ii. Pass a by-law requiring a By-election be held to fill the Vacancy.

Notwithstanding anything within this Policy, in accordance with Section 65(2) of the *Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched*, no By-election shall be held to fill an office if the Vacancy occurs after March 31 in the year of a regular election. In accordance with Section 263(5)(3) of the Act, if a Vacancy occurs within 90 days before voting day of a regular election, the municipality is not required to fill the Vacancy.

c) Filling a Vacancy by Appointment

When filling a Vacancy by appointment, Council reserves the right to inquire with any potential Candidate about their experience, interests and priorities. Council may also consider any unique skills and perspectives that each Candidate presents along with a view to increase equity and diversity. Council may encourage applicants with specific skills, experiences or perspectives.



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i. **Office of the Mayor** – If a Vacancy in the office of the Mayor occurs at a time prior to March 31 in the year of a regular election a By-election must be held. If the Vacancy in the office of the Mayor occurs after March 31 in the year of a regular election, Council shall fill the Vacancy by appointing a person who has consented to accept the office if appointed. If a Vacancy in the office of the Mayor is to be filled by appointment, Council may choose to fill the Vacancy by appointing:

- a current member of Council;
- the Candidate who finished second in the most recent regular election and received at least 70 percent of the votes achieved by the successful Candidate; or
- any other Qualified person as outlined in the Act.

If an appointment is made to the office of the Mayor, the Special Powers and Duties of the Head of Council as noted in Part VI.1 of the Act, do not remain in force and effect for the remainder of the term.

ii. **Office of Regional Councillor** – If a Vacancy is declared for the office of Regional Councillor the Niagara Region’s current policy is to provide direction on any actions necessary of the lower tier municipality. This may be subject to change based on the Region’s policy at the time the Vacancy occurs. Should Council be requested to make a recommendation to Regional Council on filling the Vacancy and Council recommends that the Vacancy be filled by appointment, Council may recommend that Regional Council fill the Vacancy by appointing, in no particular order:

- a current City Councillor;
- the Candidate who finished second in the most recent regular election and received at least 70 percent of the votes achieved by the successful Candidate; or
- any other Qualified person as outlined in the Act.

iii. **Office of City Councillor** – If Council decides to fill a Vacancy in the office of City Councillor by appointment Council may choose to fill the Vacancy by appointing, in no particular order:

- the unsuccessful Candidate who ran for the same office in the most recent regular election, and received the closest number of votes to the successful candidate, totalling at least 70 percent of the votes received by that successful candidate;
- any other Qualified person as outlined in the Act.



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iv. Process for Filling a Vacancy by Appointment of a Qualified Person – If Council decides to consider the appointment of a person who is not a current member of Council or an unsuccessful Candidate for the same office in the most recent regular election as described in 5(c)(i), (ii) or (iii) above, the following process may be followed:

1. As a minimum, an advertisement will be placed on the City of Port Colborne’s website. To increase awareness of a Vacancy, other methods to communicate such as media releases, newspaper/digital advertisement, and outreach to various organizations may be undertaken in consultation with Corporate Communications.
2. The advertisement will request that Qualified persons interested in filling the Vacancy submit a resume describing their qualifications for office and a written consent to accept the office if appointed to the Office of the City Clerk within a prescribed time. The advertisement will also include the date of the Council meeting where the matter will be considered. If Council has identified any experiences, skills or perspectives being sought, these will be identified in the advertisement.
3. At the appropriate Council meeting, the Chair will call for a motion from Council as follows: “That (Candidates) _____, _____, and _____ who have signified in writing their interest in being appointed to the office of _____ be considered for appointment.” Through this motion Council may choose to short list who will be able to make a presentation and be considered for appointment.
4. The shortlisted Candidates will be invited to make a presentation in alphabetical order, no longer than five minutes.
5. Once the presentations are complete, Council will vote publicly for their preferred Candidate. The voting process shall be in accordance with Appendix A.

d) Filling a Vacancy – By-election – If a Vacancy occurs for the office of City Councillor or Regional Councillor, Council shall endeavour to fill the Vacancy by using the appointment options outlined in this Policy prior to considering that a By-election be called to fill the Vacancy. However, in accordance with the Act, a By-election is required for the Office of the Mayor with the exception of a Vacancy after March 31 in a regular election year.



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6. MUNICIPAL CONFLICT OF INTEREST ACT

In accordance with Section 4(g) of the *Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50*, any current member of Council who is being considered for appointment to fill a Vacancy for the position of Mayor is not required to declare a pecuniary interest in relation to the appointment process and associated voting.

7. RECORDS AND CORRESPONDENCE

The City Clerk shall retain all records and materials related to this policy in accordance with the *Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched*, and despite anything in the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*, documents and materials filed or prepared by the City Clerk are public records, until their destruction and may be inspected by any person at the City Clerk's Office.

8. COMPLIANCE

Nothing in this Policy shall be interpreted as denying Council its authority to do anything permitted or required under the Act.

Appendix A to Council Vacancy Policy: Voting Process

1. Upon considering all submissions of the Candidates, Council will proceed to vote by ballot as follows:
 - a) Members of Council will vote in open session
 - b) Candidate names will be put in alphabetical order by the City Clerk
 - c) Members of Council will vote for one Candidate only
2. In order for a Vacancy to be filled, a Candidate must receive greater than 50% of the votes of Council members present.
3. If on the first ballot, a Candidate receives greater than 50% of the votes from the members of Council present, the Vacancy is deemed filled.
4. If on the first ballot, no Candidate receives greater than 50% of the votes from the members of Council present then:
 - a) the Candidate who received the fewest number of votes, in addition to any Candidate(s) who received zero votes, will be excluded from further consideration and will be removed from the next ballot.
 - b) another vote will be taken with the updated list of Candidates.
 - c) the process as outlined will continue until a single Candidate receives greater than 50% of the votes from the members of Council present.
5. Where the votes cast are equal for all Candidates:
 - a) if there are three or more Candidates remaining, the City Clerk will by lot select one such Candidate to be excluded from the subsequent voting.
 - b) if two Candidates remain, the tie will be broken by selecting a Candidate by lot to fill the Vacancy, as conducted by the City Clerk.
6. Upon conclusion of the voting, the City Clerk will declare the Candidate receiving greater than 50% of the votes of the voting members of Council present to be the Candidate selected and Council shall consider the motion to appoint (or, in the case of a Regional Councillor, recommend the appointment of) that Candidate.
7. Where a situation occurs that is not otherwise accounted for in these procedures, the City Clerk shall recommend an alternate process to Council, which Council may adopt with a majority vote.



Administrative Policy No:	
Policy:	Leave of Absence by Member of Council
Effective:	
Revised:	
Current Legislation:	<i>Municipal Act, 2001, S.O. 2001, c. 25</i>
Applicable to:	The Mayor and Councillors

1. DEFINITIONS

- a) **Leave of Absence** - the absence of a Member of Council from Council meetings for medical (health), vacation, employment or for personal reasons.
- b) **Informal Leave of Absence Period** - An Informal Leave commences on the day a Member of Council was not in attendance at a meeting of Council and continues from that date to the end of the third (3rd) successive month of absence.
- c) **Formal Leave of Absence** - A Formal Leave of Absence, if approved by a resolution of council, commences at the beginning of the fourth (4th) successive month from the date a Member of Council was not in attendance at meetings of Council.
- d) **Mandatory Leave of Absence** – A Mandatory Leave of Absence commences on the day a Member of Council becomes a candidate in a municipal by-election, a provincial election or a federal election.
- e) **Member of Council** - A Member of Council includes the Mayor and Councillors of the City of Port Colborne

2. REQUESTS FOR LEAVE OF ABSENCE

- a) **Request for Leave of Absence during Informal Leave of Absence Period**
 - i. A Member of Council may be on an Informal Leave of Absence from meetings of Council for up to three (3) successive months as per section 259 of the *Municipal Act, 2001, S.O. 2001, c. 25*.
 - ii. A request for an Informal Leave of Absence by a Member of Council is not required, and no Council action is required respecting the Informal Leave of Absence period.
 - iii. While a request is not required, it is expected that a Member of Council who knows they will be absent during an Informal Leave will advise the Clerk of the anticipated absence.
- b) **Request for Leave of Absence during Formal Leave of Absence Period**
 - i. A Member of Council may be granted a Formal Leave of Absence by Council for a period of three (3) months, commencing on the expiration of the Informal Leave of Absence period, in accordance with section 259 of the *Municipal Act, 2001, S.O. 2001, c. 25* ("the Act").



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- ii. If the request for a Formal Leave of Absence is denied by Council, the Member of Council requesting such leave must return to attending meetings of Council prior to the end of the three-month period or their seat becomes vacant in accordance with subsection 259 (1) (c) of the *Act*.
- iii. The request for a Formal Leave of Absence must be made prior to the expiration of the Informal Leave of Absence period and may only be granted by resolution of Council.
- iv. If a Formal Leave of Absence is approved, it shall be for a three (3) month period and any subsequent requests for extensions to the Formal Leave of Absence must be made prior to the expiration of the current Formal Leave of Absence period.

c) Mandatory Leave of Absence

- i. In the event that a Member of Council becomes a candidate in a municipal by-election for a different office than the office the Member holds on the same Council, the Member shall notify the Clerk of such candidacy and shall take an unpaid leave of absence pending the outcome of the election.
- ii. If successful in the municipal by-election, Council shall declare the seat held by the Member prior to the by-election vacant in accordance with section 259(1) of *the Act*.
- iii. In the event that a Member of Council becomes a candidate in a provincial or federal election during their term in office as a Member of Council, the Member shall notify the Clerk of such candidacy and shall take an unpaid leave of absence pending the outcome of the election.
- iv. If the Member of Council is the successful candidate in the above-noted federal or provincial elections, in accordance with subsection 258(1)3. of *the Act*, the Member becomes ineligible to hold office as a Member of Council, and Council shall then declare the seat vacant in accordance with 259(1) of *the Act*.

3. REMUNERATION

- a) **Remuneration During Informal Leave of Absence Period** - A Member of Council will continue to receive full remuneration from the Corporation during the Informal Leave of Absence period unless such is related to other employment or potential employment which could include but not be limited to running for a provincial or federal office.
- b) **Remuneration during Formal Leave of Absence Period** - A Member of Council will not receive any remuneration from the Corporation during the Formal Leave of Absence Period.

Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

April 28, 2025

CL 6-2025, April 24, 2025

PEDC 3-2025, April 9, 2025

PDS 7-2025, April 9, 2025

Local Area Municipalities

SENT ELECTRONICALLY

Diversity, Equity, and Inclusion Action Plan 2024 Progress Report

PDS 7-2025

Regional Council, at its meeting held on April 24, 2025, passed the following recommendation of its Planning and Economic Development Committee:

That Report PDS 7-2025, dated April 9, 2025, Diversity, Equity, and Inclusion Action Plan 2024 Progress Report, **BE RECEIVED** and **BE CIRCULATED** to Local Area Municipalities.

A copy of PDS 7-2025 is enclosed for your reference.

Yours truly,



Ann-Marie Norio

Regional Clerk

js

CLK-C 2025-041

cc: C. Ogunniyi, Manager, Diversity, Equity, Inclusion, and Indigenous Relations
M. Sergi, Deputy Chief Administrative Officer
N. Oakes, Executive Assistant to Deputy Chief Administrative Officer

Subject: Diversity, Equity, and Inclusion Action Plan 2024 Progress Report

Report to: Planning and Economic Development Committee

Report date: Wednesday, April 9, 2025

Recommendations

1. That Report PDS 7-2025 **BE RECEIVED** for information; and
2. That Report PDS 7-2025 **BE CIRCULATED** to the Local Area Municipalities for information.

Key Facts

- The purpose of this report is to provide the annual update on the progress of the Diversity, Equity, and Inclusion Action Plan 2023-2027. This follows the commitment made in report CAO 12-2022 when the Plan was approved by Regional Council.
- This Plan is vital for achieving the Equitable Region Council's Strategic Priority by creating opportunities for a safe and inclusive Niagara, ensuring the Region is welcoming, inclusive, and free from discrimination.
- As of December 2024, the Plan has a 38 per cent completion rate. Of the 44 action items, 12 are completed, 11 are progressing, and 21 are upcoming. Five action items were completed in 2024.
- At the end of 2024, 80 per cent of all active staff completed Diversity, Equity, and Inclusion Fundamentals e-modules, including 87 per cent of all People Leaders.
- The workforce of Niagara Region is meeting the goal of reflecting the region's diverse population.

Financial Considerations

Expenses for the completed deliverables in 2024 were accommodated within the Council approved 2024 Growth Strategy and Economic Development Administration budget. The planned activities described in this report are within the Council approved 2025 Strategic Initiatives budget.

Analysis

The Niagara Region Diversity, Equity, and Inclusion team, in collaboration with the Diversity, Equity, and Inclusion Advisory Committee, Regional staff, and community members, developed the Diversity, Equity, and Inclusion Action Plan 2023-2027. Its vision is a welcoming and inclusive Niagara region where diversity and equity are valued and reflected. The mission is to advance equity, foster welcoming and inclusive communities and workplaces, and eliminate barriers and discrimination. The plan identifies six focus areas with a primary focus on the Niagara Region as an organization.

To ensure Council and the community are updated on implementation of the Diversity, Equity, and Inclusion Action Plan, staff have committed to provide annual update reports.

As of December 2024, the Plan is 38 per cent complete. Of the 44 action items identified in the Plan, 12 are completed, 11 are progressing, and 21 are upcoming. Appendix 1 includes a summary document with a selection of the action items completed or that made progress in 2024, as well as a summary of the demographic results from the 2024 Employee Engagement Survey.

The demographic data from the Employee Engagement Survey is used to track the diversity of Niagara Region's workforce in comparison to the demographics of the community. This is part of Focus Area C in the Plan. The data is used to identify potential barriers and implement best practices in recruitment and hiring to address those barriers, with the aim to increase the diversity of the workforce.

According to the 2021 Canadian Census, the population in Niagara is 13 per cent racialized, 18 per cent were not born in Canada, and five per cent were part of a religious minority. Based on the 2024 Employee Engagement Survey, the employees at the Region are 14 per cent racialized, 19 per cent were not born in Canada, and five per cent were part of a religious minority.

Additionally, progress updates can be tracked on a public dashboard, accessible through the [Diversity, Equity, and Inclusion Action Plan 2023 - 2027 Dashboard](https://performance.envisio.com/dashboard/niagararegion101) (<https://performance.envisio.com/dashboard/niagararegion101>).

Some of the accomplishments in 2024 include the following:

- Thirty-one employees were recognized through the Corporate Employee Recognition Program and Team (CERT) Awards for their contributions to advancing diversity, equity, and inclusion.
- Three Community of Practice meetings were held. There are currently 123 members representing 87 organizations participating in the Community of Practice.
- At the end of 2024, 80 per cent of all active Region staff (3,274 out of 4,077) had completed the e-module training, including 87 per cent of People Leaders.
- Ninety-six per cent of People Leaders (383) participated in a one-hour in-person training on Inclusive Leadership.
- The workforce of Niagara Region is meeting the goal of reflecting the region's diverse population.
- The 2024 Calendar of Significant Events were used to provide monthly summaries of 247 significant dates and 45 individual spotlight dates. In 2024, the monthly summaries had 2,700 total views and the spotlight date posts had 4,195 total views.

Some of the key actions that will continue or begin in 2025 include the following:

- Develop and promote the Diversity, Equity, and Inclusion Handbook.
- Create and promote a Diversity, Equity, and Inclusion Charter.
- Deliver diversity, equity, and inclusion learning for all staff, Councillors, and volunteers.
- Implement best practices to eliminate barriers in recruitment and hiring processes.
- Report on periodic community diversity, equity, and inclusion surveys that include evaluating the impact of Niagara Region programs and services.
- Review Niagara Region policies and procedures using the Diversity, Equity, and Inclusion Handbook.
- Work with Region staff to recognize and showcase significant dates.

Alternatives Reviewed

No alternatives were reviewed.

Relationship to Council Strategic Priorities

The Diversity, Equity, and Inclusion Action Plan 2023-2027 aligns with Regional Council's Strategic Priorities by offering a framework to address diversity, equity, inclusion. This Plan contributes to creating an Equitable Region by fostering a safe and inclusive environment in Niagara. It is an action in the Priorities that emphasizes responding to community needs, planning for future growth, and ensuring the Region remains welcoming and free from discrimination. The Plan contributes to the strategic lens of diversity, equity, inclusion and Indigenous reconciliation by providing training and resources for staff to incorporate diversity, equity, inclusion and reconciliation in all Niagara Region projects, programs and services.

Other Pertinent Reports

- [CAO 12-2022 - Diversity, Equity, and Inclusion Action Plan 2023-2027](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=28405)
(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=28405>)
- [PDS 12-2024 – Diversity, Equity, and Inclusion Action Plan 2023 Progress Report](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=36719)
(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=36719>)

Prepared by:

Cassandra Oggunniyi, PhD, MSocSci
Manager, Diversity, Equity, Inclusion,
and Indigenous Relations
Office of the Deputy CAO

Recommended by:

Michelle Sergi, MCIP, RPP
Deputy CAO
Office of the Deputy CAO

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Yusuf Al-Harazi, Diversity, Equity, and Inclusion Advisor, and reviewed by Jimmy Huynh, Diversity, Equity, and Inclusion Intern; Suzanne Madder, Associate Director, Strategic Initiatives; Angela Stea, Director, Strategic Initiatives; Janine Tessmer, Communications Consultant; and Susan White, Program Financial Specialist.

Appendices

Appendix 1 Diversity, Equity, and Inclusion Action Plan 2024 Progress Report

Diversity, Equity, and Inclusion Action Plan 2024 Progress Report

April 9, 2025

Introduction

The Niagara Region Diversity, Equity, and Inclusion team, in collaboration with the Diversity, Equity, and Inclusion Advisory Committee, Regional staff, and community members, developed the Diversity, Equity, and Inclusion Action Plan 2023-2027. Its vision is a welcoming and inclusive Niagara region where diversity and equity are valued and reflected. The mission is to advance equity, foster welcoming and inclusive communities and workplaces, and eliminate barriers and discrimination. The plan identifies six focus areas based on staff and community consultations.

To ensure Council and the community are updated on implementation of the Diversity, Equity, and Inclusion Action Plan, staff have committed to provide annual update reports.

Progress updates can be tracked on a public dashboard launched in 2024, accessible through the [Diversity, Equity, and Inclusion Action Plan 2023 - 2027 Dashboard](https://performance.envisio.com/dashboard/niagararegion101) (<https://performance.envisio.com/dashboard/niagararegion101>).

As of December 2024, the Plan has a 38 per cent completion rate. Of the 44 action items, 12 are completed, 11 are progressing, and 21 are upcoming. Five action items were completed in 2024. This report includes a selection of the action items which were completed or made progress in 2024.





Focus Area A: Inclusive workplace culture, leadership, and accountability

Enabling an organization where leaders are accountable and provide an environment where staff and community members feel heard and respected.

Goal 1.1: Increase per cent of Niagara Region staff who report that they feel heard, respected, and valued by their managers by five per cent.

Create a program that recognizes staff who advance diversity, equity, and inclusion.

Status: Completed

Thirty-one employees were recognized through the Corporate Employee Recognition Program and Team (CERT) Awards for their contributions to advancing diversity, equity, and inclusion. This marked the second year of the diversity, equity, and inclusion category within the program.

Develop and distribute a Diversity, Equity, and Inclusion Handbook.

Status: On Track

Development of the Diversity, Equity, and Inclusion Handbook continues with significant consultation and staff participation throughout the organization. The handbook will help Regional staff integrate diversity, equity, and inclusion into their daily work.

Establish and lead a Diversity, Equity, and Inclusion Community of Practice.

Status: Completed

In 2024, three Community of Practice meetings were held. There are currently 123 members representing 87 organizations participating in the Community of Practice.

Create and promote a Diversity, Equity, and Inclusion Charter.

Status: On Track

The Niagara Diversity, Equity, and Inclusion Community of Practice (which includes Area Municipalities) is creating an Inclusion Charter to guide the work of the Community of Practice.

Performance Measure:

Goal 1.1: In 2024, 75 per cent of Niagara Region staff report that they feel heard, respected, and valued by their managers (Employee Engagement Survey, 2024).

Target: 84 per cent. **Current:** Trending down.





Focus Area B: Increased Understanding and Humility Through Learning

Providing knowledge, skills, and learning opportunities for staff, Councillors, volunteers, and community members to increase their ability to understand and use diversity equity, and inclusion principles and demonstrate cultural humility.

Goal 2.1: Increase the knowledge, skills, and competencies of staff, Councillors, and volunteers to be equipped to support the diverse population of Niagara by ten per cent.

Deliver diversity, equity, and inclusion learning for all staff and volunteers.

Status: On Track

Completed first full year of Diversity, Equity, and Inclusion Training which included mandatory e-modules for all staff on Diversity, Equity, and Inclusion Fundamentals. At the end of 2024, 80 per cent of all active staff (3,274 out of 4,077) had completed the e-modules, including 348 (87 per cent) of active People Leaders and 2,865 (79 per cent) of non-People Leaders.

Implement inclusive leadership development.

Status: On Track

383 (96 per cent) People Leaders participated in a one-hour in-person training on Inclusive Leadership. This included 45 new leaders who participated in the Leader's Edge program.

Deliver diversity, equity, and inclusion learning for all Councillors.

Status: On Track

Leela MadhavaRau provided Council training in May 2024 on how to integrate diversity, equity, and inclusion principles into policy decisions.

Performance Measure:

Goal 2.1: Average 17.6 per cent knowledge growth for People Leaders through Inclusive Leadership sessions (Training session assessments, 2024).

Target: 10 per cent.

Current: Trending up.





Focus Area C: Diverse Workforce Reflective of Niagara's Community

Using evidence informed best practices to recruit, hire, retain, and promote a more diverse workforce.

Goal 3.1: Use a variety of inclusive strategies to hire, retain, and promote the workforce of Niagara Region to reflect the region's diverse population based on the Canadian Census.

Implement best practices to eliminate barriers in recruitment, hiring, and promotion processes.

Status: On Track

In 2024, the Employee Equity statement was updated on Niagara Region job postings. Training on best practices was included in Inclusive Leadership through the Leader's Edge program.

Monitor, report, and celebrate the diversity of workplace composition.

Status: On Track

Compared to the 2021 Canadian Census, the workforce of Niagara Region is equally or more diverse than the population in Niagara. See appendix A for full tables of the 2024 staff demographic data.

Promote the business case for diversity, equity, and inclusion

Status: Completed

The business case for diversity, equity, and inclusion was communicated through various methods, including staff training sessions, as well as internal and external communications. Three videos were produced to highlight the progress of the Diversity, Equity, and Inclusion Action Plan.

Performance Measure:

Goal 3.1: The workforce of Niagara Region is meeting the goal of reflecting the region's diverse population in comparison to the 2021 Census (Employee Engagement Survey, 2024).

Target: 13 per cent racialized, 18 per cent not born in Canada, 5 per cent religious minority.

Current: 14 per cent racialized, 19 per cent not born in Canada, 5 per cent religious minority.





Focus Area D: Programs and Services Meet the Needs of Everyone

Providing evidence-informed best practices and resources to incorporate diversity, equity, and inclusion principles into Niagara Region programs and services.

Goal 4.1: One hundred per cent of Niagara Region Divisions have incorporated diversity, equity, and inclusion principles into their work.

Improve the process for complaints within Niagara Region programs and services relating to bias or discrimination.

Status: Upcoming

Working towards improving the process for complaints in partnership with the Multi-Year Accessibility Plan, which was finalized and approved in December 2024.



Focus Area E: Addressing Discrimination

Reviewing and revising policies and processes, in partnership with diverse communities, to address and reduce discrimination experienced in Niagara.

Goal 5.1: Increase the Diversity, Equity, and Inclusion score for Niagara Region employees by five per cent.

Publish a formal anti-discrimination acknowledgement statement.

Status: On Track

Work has begun to create an anti-discrimination acknowledgement statement, including a discussion at the Diversity, Equity, and Inclusion Advisory Committee.

Performance Measure:

Goal 5.1: The Diversity, Equity, and Inclusion Score remained the same at 75 per cent for Niagara Region employees (Employee Engagement Survey, 2024).

Target: 80 per cent.

Current: No change from 2021.





Focus Area F: Inclusive Communication

Providing clear, inclusive, representative communication for staff and community members to showcase significant dates, provide key information, and recognize leaders that advance diversity, equity, and inclusion.

Goal 6.1 Ninety per cent of Niagara Region staff feel represented and included in diversity, equity, and inclusion related communications and initiatives.

Publish a calendar of significant dates.

Status: Completed

The 2024 Calendar of Significant Events were used to provide monthly summaries of 247 significant dates and 45 individual spotlight dates. In 2024, the monthly summaries had 2,700 total views with an average of 225 views per monthly summary and 4,195 total views for the spotlight date posts with an average of 93 views per post on Vine.

Ensure diverse staff are recognized.

Status: Completed

A “Stories of Diversity” series was launched to highlight the innovative diversity, equity, and inclusion efforts within the organization and to showcase individual stories. This

included three features on the Supervised Practice Experience Partnership program for foreign-trained nurses, which garnered significant positive feedback from staff.

Support events with community partners to recognize special days and events showcasing diversity.

Status: Completed

Four external events with community partners were organized in 2024. Two staff awareness events were organized. A panel discussion for Black History Month was held in February. A decorating contest and celebration with dancers, drummers, and Indian food took place at the end of October for Diwali. Positive feedback was received from staff and Long Term Care residents about the celebration events held throughout the year.



Appendix A: 2024 Employee Engagement Survey Results

The following data are from the 2024 Niagara Region Employee Engagement Survey. A total of 2,604 responses were received, a 71 per cent response rate.

Table 1: Employee Engagement Survey Results for Race.

Race	Total %	People Leader %	Non People Leader %	2021 Census ¹
White	72%	85%	70%	87%
Racialized (combined calculation of Asian, Black, Latin American, and Middle Eastern)	14%	5%	15%	13%
Prefer not to answer	12%	9%	13%	N/A
Asian (South)	4%	1%	4%	3%
Black	3%	1%	4%	3%
Asian (South East)	3%	1%	4%	1%
Not listed, please describe	2%	2%	2%	N/A
Indigenous	2%	1%	2%	3%
Asian (East)	2%	1%	2%	3%
Latin American	2%	1%	2%	2%
Middle Eastern	1%	1%	1%	1%
Do not know	0%	1%	0%	N/A

Table 2: Employee Engagement Survey Results for Length of Time in Canada.

Length of Time in Canada	Total %	People Leader %	Non People Leader %	2021 Census ¹
I was born in Canada	74%	83%	72%	81%
I was not born in Canada (combined calculation of 0 to more than 10 years)	19%	12%	20%	18%
More than 10 years	13%	12%	13%	14%
Prefer not to answer	7%	4%	8%	N/A
6 to 10 years	3%	0%	3%	1%
0 to 5 years	3%	0%	3%	2%



Table 3: Employee Engagement Survey Results for Disability.

Disability	Total %	People Leader %	Non People Leader %
No chronic health concern or disability	52%	68%	49%
Identifies as having a chronic health concern or disability (combined calculation of all disabilities listed)	27%	19%	28%
Prefer not to answer	20%	12%	21%
Mental health disability [example: bipolar disorder, depression, anxiety]	16%	10%	17%
Physical/chronic illness and/or pain [examples: diabetes, heart condition, kidney disease, lung disease, rheumatoid arthritis]	9%	8%	9%
Learning disability [example: dyslexia]	3%	1%	3%
Not listed, please describe	3%	2%	4%
Deaf, deafened or hard of hearing	2%	1%	2%
Do not know	2%	1%	3%
Addiction (alcohol, drugs, gambling or other)	1%	1%	1%
Blindness or low vision [does not include vision correctable by glasses or contact lenses]	1%	1%	1%
Mobility disability [examples: cane, wheelchair]	1%	0%	1%
Neurologic disorders [example: Parkinson’s disease]	1%	0%	1%
Physical, coordination, manual dexterity, or strength [example: handling objects]	1%	1%	1%
Speech and language disability [not caused by hearing loss]	1%	0%	1%
Substance (over)use or dependence	1%	0%	1%
Developmental or cognitive disability [example: Down syndrome]	0%	0%	0%



Table 4: Employee Engagement Survey Results for Religion

Religion	Total %	People Leader %	Non People Leader %	2021 Census ¹
Christian	21%	20%	22%	31%
No religious affiliation	21%	25%	20%	34%
Roman Catholic	19%	23%	19%	29%
Prefer not to answer	16%	10%	17%	N/A
Atheist	6%	6%	5%	N/A
Agnostic	5%	8%	5%	N/A
Religious Minority (Calculated compilation of Hindu, Muslim, Sikh, Buddhist, Indigenous Spirituality, Jewish)	5%	3%	6%	5%
Not listed, please specify	3%	3%	3%	N/A
Protestant	3%	3%	3%	N/A
Hindu	1%	0%	1%	1%
Muslim	1%	1%	1%	2%
Sikh	1%	0%	1%	1%
Buddhist	1%	1%	1%	1%
Indigenous Spirituality	1%	0%	1%	0%

Table 5: Employee Engagement Survey Results for Sexuality. There is no related Census data available.

Sexuality	Total %	People Leader %	Non People Leader %
Heterosexual or Straight	76%	88%	74%
Prefer not to answer	17%	10%	18%
Number of people who identify as another sexual orientation (Combined calculation of Bisexual, Gay, Lesbian, Queer, Two Spirit)	6%	2%	7%
Bisexual	3%	1%	3%
Queer	1%	0%	1%
Do not know	1%	0%	1%
Not listed, please describe	1%	0%	1%
Gay	0%	1%	0%
Lesbian	0%	0%	1%



Table 6: Employee Engagement Survey Results for Gender

Gender	Total %	People Leader %	Non People Leader %	2021 Census¹
Woman	61%	52%	62%	51%
Man	26%	38%	24%	49%
Prefer not to answer	11%	10%	12%	N/A
Gender Diverse (combined calculation of Non-binary, Trans man, Trans woman, Two Spirit)	1%	0%	1%	N/A
Not listed, please describe	1%	0%	1%	N/A

References

1. Statistics Canada. 2022. Census Profile. Niagara Region. 2021 Census. Statistics Canada Catalogue no. 98-316-X2021001. Ottawa. Released October 26, 2022. (www12.statcan.gc.ca/census-recensement/2021/dp-pd/prof/index.cfm?Lang=E)



Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

April 25, 2025

CL 6-2025, April 24, 2025
CSC 3-2025, April 9, 2025
CSD 16-2025, April 9, 2025

LOCAL AREA MUNICIPALITIES

SENT ELECTRONICALLY

Debt Information Report – 2025 Debenture Issuance

CSD 16-2025

Regional Council, at its meeting held on April 24, 2025, passed the following recommendation of its Corporate Services Committee:

That Report CSD 16-2025, dated April 9, 2025, respecting Debt Information Report – 2025 Debenture Issuance, **BE RECEIVED** and **BE CIRCULATED** to the Local Area Municipalities Council members for information.

A copy of Report CSD 16-2025 is enclosed for your reference.

Yours truly,



Ann-Marie Norio

Regional Clerk

:rh

CLK-C 2025-035

cc: L. Chen, Manager, Revenue Planning and Strategy, Corporate Services
D. Carnegie, Commissioner/ Treasurer, Corporate Services
K. Beach, Executive Assistant to the Commissioner/Treasurer, Corporate Services

Subject: Debt Information Report – 2025 Debenture Issuance

Report to: Corporate Services Committee

Report date: Wednesday, April 9, 2025

Recommendations

1. That this report **BE RECEIVED** for information; and
2. That this report **BE CIRCULATED** to the Local Area Municipalities Council members for information.

Key Facts

- The purpose of this report is to advise Council of the Region’s intention to issue debentures in 2025 for both the Region and the Local Area Municipalities (LAMs), in accordance with established debenture issuance procedures.
- Each year the Region and LAMs require the issuance of debentures for Council approved capital projects. During construction, these projects were internally financed and are now either complete or are nearing completion and debenture financing must be secured. A total issuance of \$157.0 million is being proposed (see Appendix 1 to Report CSD 16-2025).
- Of the proposed \$157.0 million debt issuance, \$79.9 million relates to regional debt which will increase the Region’s 2025 outstanding debt from \$358.7 million to \$438.6 million. Previously authorized but unissued debt for the Region will decrease by \$79.9 million, from \$428.7 million to \$348.8 million.
- The Region largely raises funds through the sale of Niagara Region debentures in the capital markets or through the Infrastructure Ontario (IO) lending program.
- Regional staff are proposing two capital markets debt issuances this year in June and December 2025 in alignment with the 2025 Council approved business case, and one debt issuance through the IO lending program in October 2025.
- Regional staff monitor the rates for the IO lending program and capital markets and propose the issuance of debentures in consideration of interest rate levels and cash flow management.

- Current and future debenture approvals and issuances are recommended in consideration of the impact on our Annual Repayment Limit (ARL), Standard and Poor (S&P) impacts and our IO Sector Limit which are all discussed in more detail in the report.

Financial Considerations

The Region plans to issue debentures in 2025 for its financing requirements and that of certain LAMs identified in Appendix 1 to Report CSD 16-2025. The debenture issuance requirements for 2025 are summarized as follows:

Table 1 – Summary of Debt Requirements

Debt Term	Region Amount	LAM Amount	Total
1-10 Year Debt		\$31.3 M	\$31.3 M
15-30 Year Debt	\$79.9 M	\$45.8 M	\$125.7 M
Total	\$79.9 M	\$77.1 M	\$157.0 M

Total issued debt will be recorded as a long-term liability on the Region's financial statements with a corresponding debt recoverable from the LAM for the amount issued on behalf of the LAMs. Debt servicing costs associated with the Region's approved debt have been included within the Region's operating budget. The projected debt servicing costs associated with the Region's debt requirement of \$79.9 million is estimated at \$5.4 million and can be accommodated within the approved budget.

Each year the Region includes in its annual budget the estimated cost of debt servicing for Council approved but unissued debt. When developing budgets staff consider forecasted interest rates to ensure the full cost of debt servicing is included in the annual budget. The region currently has \$428.7 million of approved but unissued debt. Knowing that not all unissued debt is required currently, staff will continue to monitor interest rates and recommend debt issuance when projects are substantially complete and while taking into consideration interest rates and cash flow requirements. Debt servicing costs for the LAMs are budgeted by each individual LAM and recovered by the Region from the LAM.

The Region's \$79.9 million debt requirement in 2025 relates to the long-term care home project. IO approved the Region's application for debt financing of the new long term care home in St. Catharines in 2023. The debt will be financed over 25 years to align

with the Construction Funding Subsidy (CFS). The CFS received helps offset the debt servicing costs and is calculated using a set per diem based on market segment.

Other Regional and Municipal debt considerations for 2025 and going forward include:

Instructure Ontario Sector Limit

Following the approval of the significant debt financing for the two new Long Term Care Homes of \$135 million in 2023, IO made finance staff aware that the Region is approaching its sector limit. All municipalities in Ontario are subject to a concentration limit, referenced as a Sector Limit, which is the same amount across all Upper and Single Tiers, not dependent on size or geographic location. The sector limit places limitations on the amount of IO debt that the Region and its LAMs will be able to access in the future. As of the end of 2024, the sector limit for the Region was identified as \$623.5 million with \$76.7 million remaining unutilized. It is estimated that an additional \$20 million of sector limit room will become available each year as other debt obligations fall off. As IO is heavily relied upon for its availability of longer term (25 and 30 year) financing, relative to the market debentures, the sector limit will require the Region and LAMs to continue to work collaboratively to stay within the limit or consider alternative financing methods.

Standard and Poor (S&P)

On October 8, 2024, S&P reaffirmed Niagara's rating of AA+. The rating reflects the views on Canadian municipal governments improved institutional framework. The rating also incorporates S&P's opinion of Niagara's exceptional liquidity, strong budgetary performance and financial management, and moderate debt burden.

In their 2024 report, S&P Global Ratings lauded the Niagara Region for sound and transparent financial management protocols. It also deemed strengths of the regional economy to include sectors such as manufacturing and trade, healthcare, and the innovative Port Colborne electric vehicle battery separator facility currently under construction. Still, S&P predicted that the Niagara Region will face adversity in preserving its AA+ credit rating as it adds debt to upgrade essential infrastructure needs, especially in the realms of transportation and water/wastewater.

Niagara continually strives to improve our credit rating, as it sends a strong, positive message to investors, and directly impacts our cost of borrowing in the capital markets. One criteria evaluated by S&P is consolidated debt outstanding (Region and LAMs) over total operating revenues (Region and LAMs), staff were advised that the Region

should strive to remain below 75% in order to sustain its current credit rating. The Region's 2024 S&P ratio was 61.4% and 2025 forecasted ratio would be 63.9% based on proposed debt issuance in this report. It is expected that the S&P ratio will increase to 70.1% in 2026 and could exceed the 75% in the next five years based on forecasted LAM debt requirement and approved unissued Regional debt. A downgrading of the Region's credit rating could result in higher interest rates for the Region's debt which will impact Regional and LAM operating budgets.

Annual Repayment Limit (ARL)

The Province imposes on each municipality an Annual Repayment Limit (ARL) of the amount of operating revenues that can be dedicated to servicing debt. Region's ARL is forecasted to be 5.69% after the 2025 debenture issuance, well below the 25% ARL set by the Province. The ARL for each LAM is provided in Appendix 2 to Report CSD 16-2025 and is based on the latest available published Financial Information Return (FIR) which is generally 2023. While the Region has significant room to absorb debt servicing costs within the ARL, an increase in debt does put pressure on operating budgets and the increase in debt outstanding would put pressure on the S&P evaluation of total debt outstanding.

Macroeconomic Outlook

According to the Region's main bank, RBC, the threat of significant international trade disruptions is overshadowing what would have been a substantially improving Canadian economy. The positive effect of lower interest rates had been showing up earlier than we expected a quarter ago without the tariff threats. RBC anticipates the Bank of Canada will cut the overnight rate to 2.25% by the summer this year due to the ongoing Canada-US trade war. Regional staff monitor the rates for the IO lending program and capital markets and propose the issuance of debentures in consideration of interest rate levels and cash flow management.

Financing Strategy

The Regions Capital financing Policy (Appendix 3 to Report CSD 16-2025) is a strategy for establishing adequate levels of funding for capital projects that address sustainment, growth and new strategic investments. The policy supports debt for growth and strategic investments in an effort to be strategic within the debt constraints. It also ensures that as current property owners use capital assets, they are paying for the life cycle sustainment costs through annual operating budget transfers to capital reserves. The Region is forecasting that total 16 capital projects will be complete or nearing

completion in 2025. These projects were approved with debt financing by Council through budget process. Due to declining interest rates and effective cash flow management, staff are recommending to not proceed with debt financing in 2025.

Analysis

Each year, the Region raises funds through the sale of Niagara Region debentures in the capital markets or through the IO lending program to finance previously approved capital projects for both the Region and the LAMs. While projects are under construction funding is generally provided internally and once projects are complete financing must be secured. The authority to issue debentures is granted solely to regional government in accordance with the *Municipal Act*.

A listing of the proposed debenture amounts is shown in Appendix 1 to Report CSD 16-2025:

- **For the 1–10-year term**, the proposed requirement for the municipalities of Welland, St. Catharines, and Lincoln totals \$31.3 million.
- **For the 15–30-year term**, The proposed requirement for the Region's Long Term Care Home project is \$79.9 million. The proposed requirement for the municipalities of Lincoln, Niagara Falls, Port Colborne, Niagara-on-the-Lake and St. Catharines totals \$45.8 million.

Capital Markets

The Region monitors the markets and in consultation with our fiscal agents determines the most appropriate time to enter the capital markets. Some of the main benefits of implementing two debt issuances through the capital markets include:

- **Interest rate risk management** – by issuing debt more frequently the Region reduces risk to interest rate fluctuations. If rates rise, only a portion of the year's debt is affected rather than the entire issuance. On the other hand, the Region will be able to take advantage of lower interest rate through the second issuance should the rates fall later in the year.
- **Diversified investor base** – multiple issuances provide more opportunities for different investors to participate, potentially improving demand and reducing borrowing costs. Some investors may prefer shorter or longer maturities depending on market conditions.

- **More competitive pricing** - If demand is high at one issuance but low at another, a twice-yearly approach provides flexibility to tap the market when conditions are more favorable, potentially securing better interest rates.
- **Cashflow and budgeting flexibility** - municipalities often have ongoing capital projects with varying cash needs. Issuing debt in two smaller tranches allows better alignment of debt proceeds with project expenditures, reducing the risk of idle cash and improving budget management.
- **Improved public perception and transparency** - frequent issuance can demonstrate proactive financial management, reassuring taxpayers, rating agencies, and investors that the municipality is carefully planning its debt strategy.

While issuing debt twice a year may increase administrative and legal costs slightly, these benefits are expected to outweigh the downsides, especially for municipalities with large or ongoing capital programs.

Table 2 – Summary of Capital Markets Issuances

Municipality	June Issuance	December Issuance	Total Capital Markets Debt
Niagara Region			
Lincoln	\$2.1 M		\$2.1 M
Niagara-on-the-Lake	\$1.7 M		\$1.7 M
St. Catharines	-	\$9.3 M	\$9.3 M
Welland	\$9.9 M	\$10.5 M	\$20.4 M
Total	\$13.7 M	\$19.8 M	\$33.5 M

The Region engages its fiscal syndicate in the sale of Regional debentures in the capital markets; the syndicate is comprised of three fiscal agents: CIBC World Markets, RBC Capital Markets and National Bank Financial. National Bank Financial will be the lead for the June 2025 capital market transaction as per the annual established rotation.

Infrastructure Ontario (IO)

Staff are also proceeding with debenture issues via the IO lending program throughout the remainder of 2025.

Table 3 – Summary of IO Issuance

Municipality	IO Debt
Niagara Region	\$79.9 M*
Lincoln	\$21.9 M**
Niagara Falls	\$15.1 M
Port Colborne	\$6.5 M
Total	\$123.5 M

Notes:

* \$79.9 million for Long-term Care Home in St. Catharines was reflected in the IO unutilized debt room at the end of 2024;

** Out of the \$21.9 million, \$15.0 is pre-approved IO construction loans which were reflected in the IO unutilized debt room at the of 2024.

Table 4 – Available IO Debt Room

2024 Amount Remaining	\$76.7 M
2025 Principal Payment	\$20.0 M
2025 Amount Remaining	\$96.7 M
2025 Proposed IO Issuance (Table 3)	(\$123.5 M)
Add Back Amounts Accounted for in 2024	\$94.9 M
2025 Amount Remaining at Yearend	\$68.1 M

Sinking Fund

Given that the Region is approaching its sector limit, other options for longer term financing will need to be considered. One option is to issue longer term debt through the capital markets, which can only be accessed through a bullet bond, and requires a sinking fund. The region currently has one sinking fund, that relates to debt issued for the Region and the City of St. Catharines, in 2010. Sinking funds require the annual investment of funds over the term of the debenture and the funds must be accounted for and reported on separately including annual audited financial statements. Staff have not pursued this particular type of debt since 2010 as a result of the administration required. Resources required to administer further sinking funds would need to be considered with this option. The capital markets offer serial or amortized loans for terms 20 years or less, which is another option. This option could result in potential operating budget pressure as 30-year projects would need to be financed over shorter amortization periods. Approximately \$343.8 million or 80% of the Regions unissued debt is currently budgeted for based on a 30-year term.

Borrowing Rates

- The current 10-year rates for IO and capital markets are approximately 3.60% and 3.575% respectively.
- The Region's last 10-year capital markets issuance was in 2024 for \$27.5 million at an average rate of 4.140%.
- The current 25-year IO rate is 4.33%.
- In September 2024, the Region settled an IO serial debenture for a Regional Long Term Care Home at a rate of 4.34% for 25 years.

These rates are indicative of current conditions including the past decreases to the Bank of Canada rate, and it should be noted that rates may change according to subsequent market conditions and timing of the actual debenture issue. Interest rates for both IO and capital markets are in line with budget assumptions therefore staff are not anticipating further pressure as a result of interest rates at this time.

Future Debt Planning and Modernization

Regional and LAM staff are in discussions around the future of the Regions debt program with the goal of establishing common debt approval and issuance principles in support of maintaining our credit rating with S&P and supporting the debenture needs of both the Region and LAMs for longer term debt. To support this work there will need to

be more investment made in understanding our consolidated future capital needs and available funding sources. These conversations will also consider other debt funding instruments. Both Region and LAM staff are actively monitoring and applying for applicable grant funding which would potentially reduce debt requirement following funding approval.

Alternatives Reviewed

The only alternatives available to the Region are:

- The decision of whether to issue debt with IO or capital markets however there are some limitations regarding the term of the debt and the administrative effort associated with setting up a sinking fund.
- The timing of the debenture which staff will monitor based on interest rate levels and cash flow requirements.

Relationship to Council Strategic Priorities

The proposed 2025 debt issuance will fund capital infrastructure projects that support Council's strategic priorities of:

- Effective Region
- Equitable Region

Other Pertinent Reports

[CSD 64-2024 2025 Consolidated General Levy Budget](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=0281408c-b40e-404a-b9b0-5cdd3582ac52&Agenda=Merged&lang=English&Item=22&Tab=attachments>)

[BRC-C 25-2024 2025 Consolidated General Levy Budget Update Memo](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=6fe248c3-7e32-435a-8ffc-103cabcc703d&Agenda=Agenda&lang=English&Item=12&Tab=attachments>)

[CSD 48-2024 2025 Budget – Water and Wastewater Operating Budget, Rate Setting and Requisition](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=93252d78-80cf-4c36-9b0f-2f9cb97010a3&Agenda=Merged&lang=English>)

[CSD 46-2024 2025 Capital Budget](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=5b219e1e-806b-4418-92d6-0adf0327c6cd&Agenda=Agenda&lang=English&Item=13&Tab=attachments>)

[CSD 44-2024 Waste Management 2025 Operating Budget and Requisition](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=6ed594dd-1cef-4a22-92e7-186d204662a7&Agenda=Agenda&lang=English>)

[BRC-C 2-2024 2025 Proposed Operating Budget and Special Levy Requisition –
Niagara Transit Commission](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=93252d78-80cf-4c36-9b0f-2f9cb97010a3&Agenda=Merged&lang=English>)

[BRC-C 3-2024 Niagara Transit Commission Additional Budget Information](#)

(<https://pub-niagararegion.escribemeetings.com/Meeting.aspx?Id=93252d78-80cf-4c36-9b0f-2f9cb97010a3&Agenda=Merged&lang=English>)

Prepared by:

Lucia Chen, MAcc, CPA, CMA
Manager, Revenue Planning and
Strategy
Corporate Services

Recommended by:

Dan Carnegie
Acting Commissioner
Corporate Services

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Beth Brens, Associate Director, Budget Planning & Strategy and Dorothy Szymkow, Supervisor – Corporate Budgets and reviewed by Melissa Raquion, Director, Financial Management & Planning/Deputy Treasurer.

Appendices

- | | |
|------------|----------------------------------|
| Appendix 1 | Proposed 2025 Debenture Amounts |
| Appendix 2 | Annual Repayment Limits |
| Appendix 3 | C-F-027 Capital Financing Policy |

Proposed 2025 Debenture Amount

CSD 16-2025

Appendix 1

The Regional Municipality of Niagara

Description	Q2 Issuance	Q4 Issuance	IO Construction Loan	Total Proposed Amount
1-10 Year Term				
Area Municipalities				
Lincoln	2,079,000			2,079,000
St. Catharines		8,800,000		8,800,000
Welland	9,875,900	10,502,454		20,378,354
Total for Area Municipalities	11,954,900	19,302,454	-	31,257,354
Total 1 - 10 Year Term	11,954,900	19,302,454	-	31,257,354
15-30 Year Term				
Region				
Facilities - LTC		79,883,688		79,883,688
Total for Region	-	79,883,688	-	79,883,688
Area Municipalities				
Port Colborne		6,511,500		6,511,500
St. Catharines		500,000		500,000
Lincoln		6,898,670	15,031,423	21,930,093
NOTL	1,740,000			1,740,000
Niagara Falls		15,126,617		15,126,617
Total for Area Municipalities	1,740,000	29,036,787	15,031,423	45,808,210
Total 15 - 30 Year Term	1,740,000	108,920,475	15,031,423	125,691,898
Total Proposed Debenture Amount - 2025	13,694,900	128,222,929	15,031,423	156,949,252

Annual Repayment Limits

Niagara Region:	Total Outstanding Debt (including sinking fund assets) as at Dec 31, 2024 (in \$000s)	Principal Payments in 2025 (in \$000s)	Adjusted Debt Outstanding As at Dec. 31, 2025 (in \$000s)	Forecasted Debt Issuance for 2025 (in \$000s)	Total Debt Outstanding, including 2025 Forecasted Issuance As at Dec. 31, 2025 (in \$000s)	Annual Repayment Limit % (Note 1)
IT Solutions	791	(35)	756	-	756	
Court Services	7,342	(321)	7,020	-	7,020	
Properties Management	4,445	(1,223)	3,222	-	3,222	
General Government - Other	3,955	(605)	3,349	-	3,349	
General Government	16,532	(2,184)	14,348	-	14,348	
Police	70,922	(4,951)	65,971	-	65,971	
Roads	95,378	(11,403)	83,976	-	83,976	
Transportation	95,378	(11,403)	83,976	-	83,976	
Public Health	5,937	(380)	5,558	-	5,558	
Emergency Medical Services	2,462	(104)	2,357	-	2,357	
Public Health	8,399	(484)	7,915	-	7,915	
Community Services	5,332	(277)	5,054	-	5,054	
Seniors Services	71,216	(2,958)	68,258	79,884	148,142	
Community Services	76,548	(3,236)	73,312	79,884	153,196	
NRH	27,891	(5,201)	22,690	-	22,690	
Sub-Total Levy	295,670	(27,458)	268,212	79,884	348,095	
NRT	11,027	(1,915)	9,112	-	9,112	
Sub-Total Special Levy	11,027	(1,915)	9,112	-	9,112	
Wastewater	64,075	(3,421)	60,654	-	60,654	
Water	21,525	(777)	20,748	-	20,748	
Sub-Total Rate	85,601	(4,198)	81,403	-	81,403	
Total Niagara Region:	392,298	(33,572)	358,726	79,884	438,610	5.69%

Niagara Region:	Total Outstanding Debt (including sinking fund assets) as at Dec 31, 2024 (in \$000s)	Principal Payments in 2025 (in \$000s)	Adjusted Debt Outstanding As at Dec. 31, 2025 (in \$000s)	Forecasted Debt Issuance for 2025 (in \$000s)	Total Debt Outstanding, including 2025 Forecasted Issuance As at Dec. 31, 2025 (in \$000s)	Annual Repayment Limit % (Note 1)
External:						
Fort Erie	9,267	(1,163)	8,104	-	8,104	1.56%
Grimsby	8,630	(648)	7,982	-	7,982	1.11%
Lincoln	30,294	(870)	29,424	24,009	53,433	6.92%
Niagara Falls	75,432	(5,429)	70,002	15,127	85,129	4.59%
NOTL	8,050	(617)	7,433	1,740	9,173	4.22%
Pelham	24,275	(2,075)	22,200	-	22,200	10.17%
Port Colborne	24,968	(1,191)	23,777	6,512	30,289	5.49%
St. Catharines	93,997	(13,127)	80,869	9,300	90,169	9.03%
Thorold	299	(146)	152	-	152	0.04%
Wainfleet	5,432	(371)	5,061	-	5,061	2.11%
Welland	64,088	(8,536)	55,551	20,378	75,930	15.06%
West Lincoln	21,115	(944)	20,171	-	20,171	7.90%
Local Area Municipalities	365,846	(35,118)	330,727	77,066	407,793	
Total Consolidated	758,144	(68,690)	689,454	156,949	846,403	

Note 1 - The ARL for the Region and the Local Area Municipalities (LAMs) is based on the most recent Financial Information Return (FIR). The Region relies upon the LAMs to update their FIR and ARL in accordance with the Municipal Act. The ARL for the Region and for those LAMs seeking debentures in 2025 has been updated to include debt servicing estimates for the 2025 debt issuance.

<i>Policy Category</i>	<i>Name of Policy</i>
<i>Financial</i>	<i>Capital Financing Policy</i>

Policy Owner	Corporate Services, Financial Management and Planning
Approval Body	Council
Authorization Reference:	Council Minutes CL 18-2019 October 17, 2019: Minute Item 12.1 (COTW 8-2019 October 3, 2019) Report CSD 51-2019
Effective Date	October 17, 2019
Review by Date	October 2020

1. Policy

This policy establishes principles and practices for preparing Niagara Region's Capital Budget, operating impacts and multi-year capital forecast and the prudent use of funding. The Region recognizes the importance of creating a capital financing strategy. This strategy will utilize the following principles:

1.1. Ensure long-term financial sustainability and flexibility

- a. On an annual basis, the multiyear capital plan shall be analyzed for funding requirements.
 - i. Projects that are aligned to asset management should utilize reserves and any deficiencies shall be communicated and considered in the operating budget before utilizing debt.
 - ii. Projects that are supporting growth should be funded with development charges.
 - iii. Projects that are new strategic investments should be funded with debt.
 - iv. The cost of servicing the debt and operating impacts of capital will be requested in the operating budget in the year the capital program is approved.
 - v. Favourable timing variances on debt charges or operating impacts resulting from timing of project completion will be utilized to substitute previously approved debt or fund pay as you go for projects aligned to the asset management plan or otherwise as approved in the budget.
- b. To the extent practicable, the hierarchy and principle of allocating funding will be in the following order.
 - i. External sources that are known to the project should be utilized first
 - ii. Federal Gas Tax will be allocated to reduce the use of reserves or debt funding.

<i>Policy Category</i>	<i>Name of Policy</i>
<i>Financial</i>	<i>Capital Financing Policy</i>

- iii. Development Charges Reserve will be allocated in accordance to the methodology included in the Development Charge background study.
- iv. Reserves (pay as you go) will be allocated as defined under C-F-013 Reserve and Reserve Funds Policy and as updated from time to time to support renewal investment and state of good repair projects as identified in the asset management plan.
- v. Debt will be utilized for growth and strategic investment projects.

1.2. Maintain a Strong Credit Rating

- a. The Region will undertake due diligence and consider the impacts of debt financing on the Regions credit rating.

1.3. Adhere to Statutory Requirements

- a. On an annual basis, the capital budget will be developed including a multi-year capital plan and include a financing strategy adhering to legislative requirements including but not limited to asset management regulations and compliance to the provincially mandated 25% annual repayment limit.

2. Purpose

Niagara Region prepares a Capital Budget annually as required by the Municipal Act. In addition, multi-year capital forecasts are prepared to plan funding for upcoming capital requirements. This policy will establish the principles Niagara Region will undertake to ensure financial sustainability, flexibility, transparency and legislative compliance of its capital funding program.

3. Scope

This policy applies to the following:

- a. Capital budget financing for projects.
- b. Operating budget impacts required to support the approved Capital projects including but not limited to debt servicing costs, operations and maintenance.
- c. The administration and management of the issuance of debt for approved capital projects.

The Budget Control By-Law defines the Region’s authority over Agencies, Board and commissions and this policy shall comply congruently.

<i>Policy Category</i>	<i>Name of Policy</i>
<i>Financial</i>	<i>Capital Financing Policy</i>

3.2. Roles and Responsibilities

- a. The Responsibility of Regional Council
 - i. To approve the annual budget.
 - ii. To pass debenture by-law prior to the issuance of debentures.

- b. The Responsibilities of the Corporate Leadership Team
 - i. To recommend and support the budget submissions to Council.

- c. The Responsibilities of the Financial Management and Planning Team
 - i. To transparently consolidate and present budget considerations to Council in accordance with the policy.
 - ii. To direct staff on strategy to meet Council’s expectations of the annual budget.
 - iii. To recalculate the Annual Repayment Limit (O. Reg. 403/02, s. 4(1)) each year.
 - iv. To manage the administration of the debenture issuances.
 - v. To lead the annual credit rating review process.

- d. The Responsibilities of Project Managers
 - i. To provide sufficient information to determine the type of project for the financing strategy.
 - ii. To provide required capital project information including specific external funding sources.

4. References and Related Documents.

4.1. Legislation, By-Laws and/or Directives

- a. Municipal Act, 2001, S.O. 2001, C .25
- b. Tile Drainage Act, R.S.O. 1990, c.T.8
- c. Local Improvement Act, R.S.O. 1990, C. L.26
- d. Asset Management Planning for Municipal Infrastructure O.Reg. 588/17
- e. Budget Control By-law No. 2017-63

4.2. Procedures

5. Related Policies

- a. Operating Surplus/Deficit Policy (C-F-022)
- b. Reserve and Reserve Fund Policy (C-F-013)

<i>Policy Category</i>	<i>Name of Policy</i>
<i>Financial</i>	<i>Capital Financing Policy</i>

6. Document Control

The electronic version of this document is recognized as the only valid version.

Approval History

Approver(s)	Approved Date	Effective Date
Regional Council	October 17, 2019	October 17, 2019

Revision History

Revision No.	Date	Summary of Change(s)	Changed by

Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

May 8, 2025

CL 6-2025, April 24, 2025

PEDC 3-2025, April 9, 2025

PDS 8-2025, April 9, 2025

Distribution list

SENT ELECTRONICALLY

Development Applications Monitoring Report – 2024 Year End

PDS 8-2025

Regional Council, at its meeting held on April 24, 2025, passed the following recommendation of its Planning and Economic Development Committee:

That Report PDS 8-2025, dated April 9, 2025, Development Applications Monitoring Report – 2024 Year End, **BE RECEIVED** and **BE CIRCULATED** to Local Area Municipalities, Niagara Peninsula Conservation Authority, Niagara Home Builders Association, Niagara Industrial Association, local Chambers of Commerce and School Boards.

A copy of PDS 8-2025 is enclosed for your reference.

Yours truly,



Ann-Marie Norio
Regional Clerk

js

CLK-C 2025-040

cc: C. MacDonald, Development Planner, Growth Management and Planning
T. Ricketts, Commissioner, Public Works
N. Coffey, Executive Assistant to the Commissioner, Public Works

Distribution List:

Local Area Municipalities
Niagara Peninsula Conservation Authority
Niagara Home Builders Association
Niagara Industrial Association
Local Chambers of Commerce
School Boards

Subject: Development Applications Monitoring Report – 2024 Year End

Report to: Planning and Economic Development Committee

Report date: Wednesday, April 9, 2025

Recommendations

1. That Report PDS 8-2025 **BE RECEIVED** for information; and
2. That Report PDS 8-2025 **BE CIRCULATED** to Local Area Municipalities, Niagara Peninsula Conservation Authority, Niagara Home Builders Association, Niagara Industrial Association, local Chambers of Commerce and School Boards.

Key Facts

- The purpose of this report is to inform Regional Council of the 2024 volume of development application activity in Niagara Region.
- In 2024, the number of development applications reviewed increased to 839, up from 794 in 2023.
- In 2024 there was a slight decrease in the number of pre-consultation meetings held (619) from the year prior. The number of pre-consultation meetings held each year is often a strong indicator of the development outlook.
- Despite growing complexity of development applications, staff met review timelines more than 90% of the time.

Financial Considerations

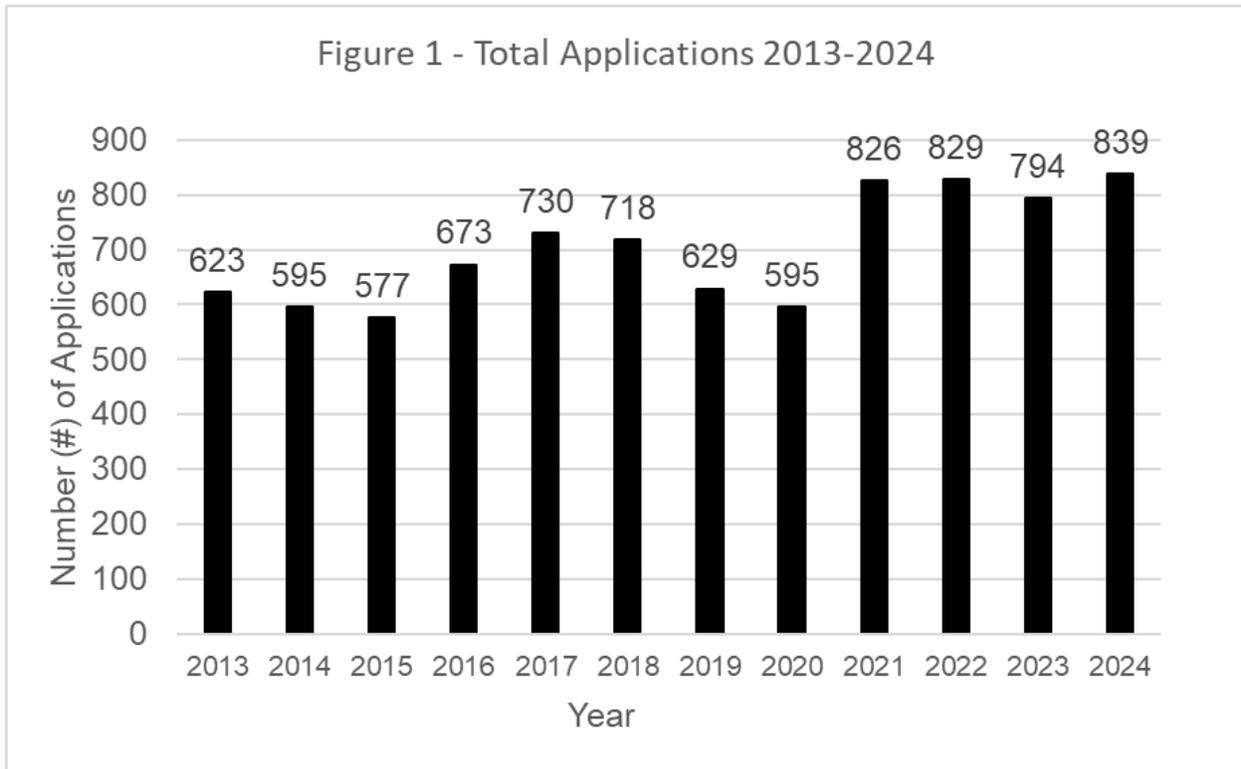
There are no direct financial implications associated with this report.

Analysis

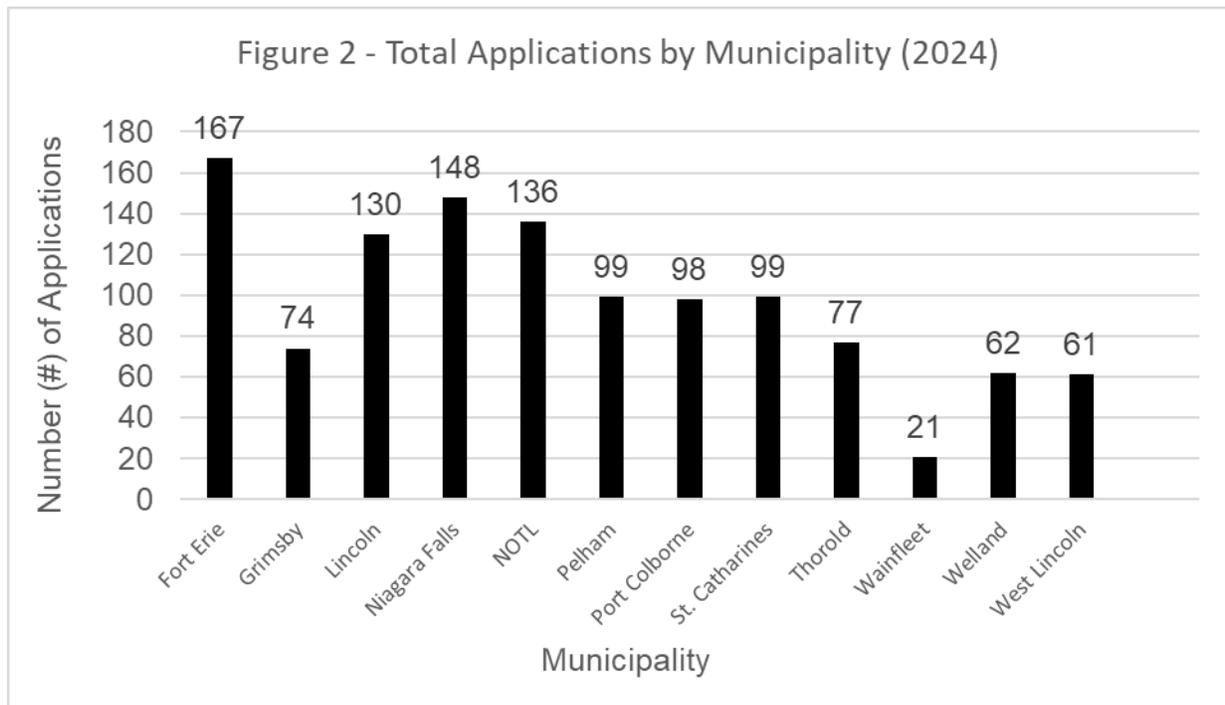
Increase in Development Applications in 2024

Regional staff reviewed 839 development applications in 2024, marking an increase from the 794 applications reviewed in 2023. Figure 1 illustrates the number of applications considered by staff from 2013 to 2024. The highest application volumes were experienced in 2021, 2022 and 2024. Over time, staff have refined their approach

and practices to be more adaptable and collaborative in response to the growing volume of development applications.



The distribution of applications circulated to the Region, by municipality, during 2024 is shown on Figure 2. Municipalities with the highest volume of applications received by the Region were Fort Erie (167), Niagara Falls (148), Niagara-on-the-Lake (136), and Lincoln (130).



Development applications were circulated to the Region in accordance with Provincial legislation, the Niagara Escarpment Commission legislation, and the existing 2019 Memorandum of Understanding (MOU) between the Region and the Local Area Municipalities for planning in Niagara.

In Q2 of 2024, the Region replaced its existing development tracking management system and successfully introduced CityView, a new system for permitting, approvals, and application tracking. The implementation of this new system was completed on schedule, allowing us to secure \$500,000 from the Provincial Streamline Development Approval Fund. The new system has enhanced the development approval process by boosting efficiency, effectiveness, and predictability.

Complexity of Development Applications Increasing

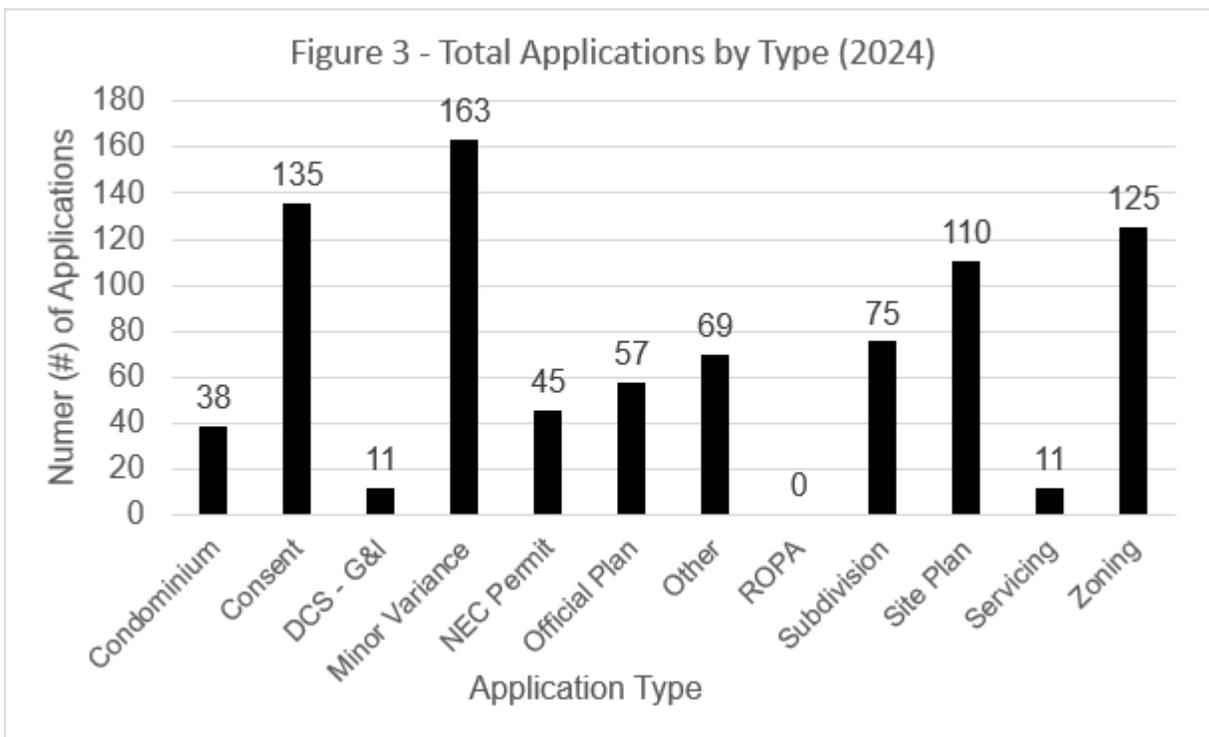
Figure 2 provides a breakdown of development applications by type reviewed by staff in 2024. Complex development proposals often trigger multiple planning approvals. For example, a subdivision or condominium application proposing a density or building height that exceeds the maximum limits set by the current Official Plan or Zoning By-law may also require concurrent Official Plan Amendment and/or Zoning By-law Amendment applications to proceed. The categories with the highest number of

applications reviewed by Staff in 2024 were Minor Variances (163) and Consents (135), followed closely by Zoning By-law Amendments (125) and Site Plans (110).

Regional staff were involved in reviewing several complex development applications in 2024, as highlighted in Appendix 1 of this report. This often requires a more extensive review process to adequately address environmental impacts, traffic impacts, urban design considerations, etc.

Despite Growing Complexity, Region Consistently Meets Review Timelines

The MOU provides non-statutory development application review timelines for each application type. According to the data collected for 2024, Regional staff successfully met these review timelines more than 90% of the time.



Pre-consultation Meetings an Indicator of Future Development

Staff attend regular pre-consultation meetings bi-weekly with each local municipality. These meetings are to determine complete application submission requirements and assist in the processing of applications.

Figure 4 illustrates the number of pre-consultation meetings attended by staff from 2013 to 2024. In 2024, Regional staff attended 619 pre-consultation meetings, which is a 5% decrease from the 2023 total (654). The number of pre-consultation meetings is generally an indicator of anticipated future development application volumes. Although pre-consultation meetings are no longer required due to changes in the Planning Act, most of the local area municipalities will continue with pre-consultation. They recognize the benefits it offers applicants by outlining application requirements and ensuring complete submissions.

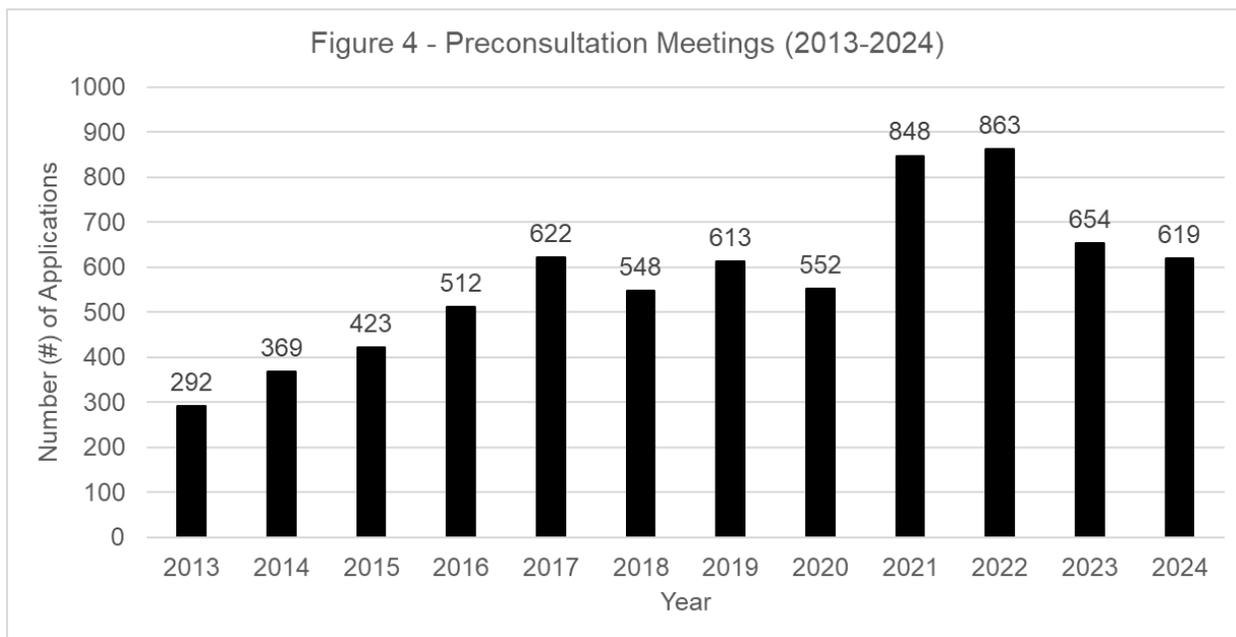
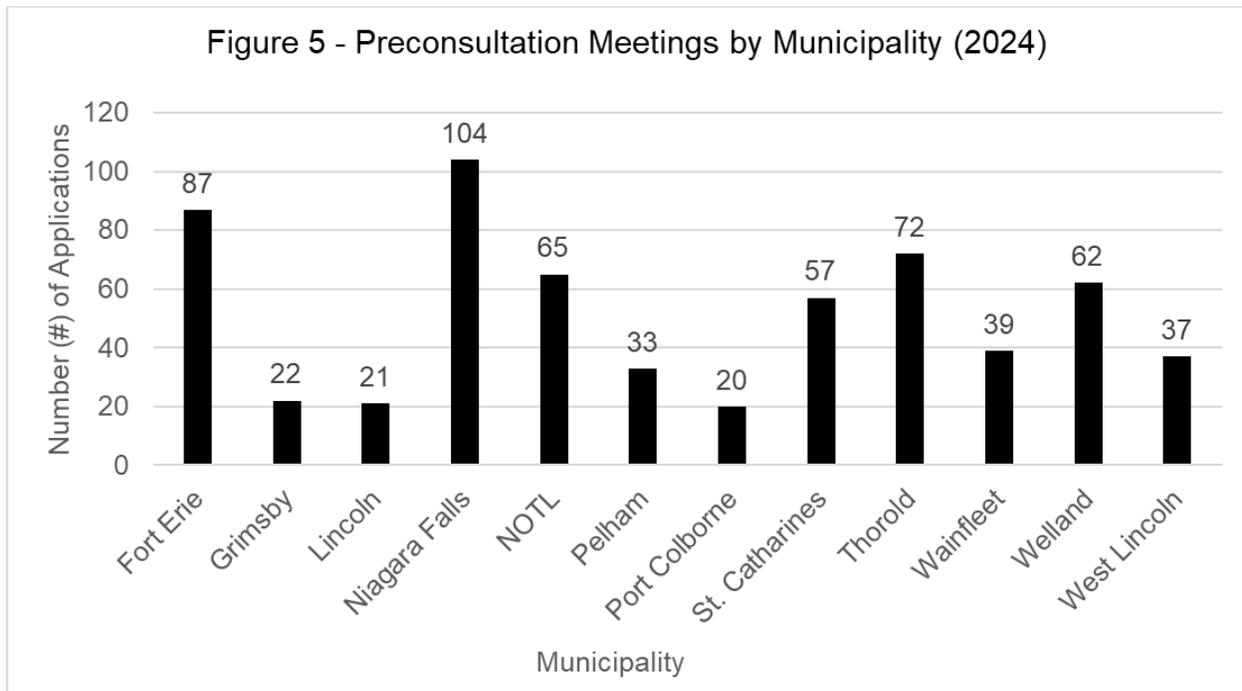
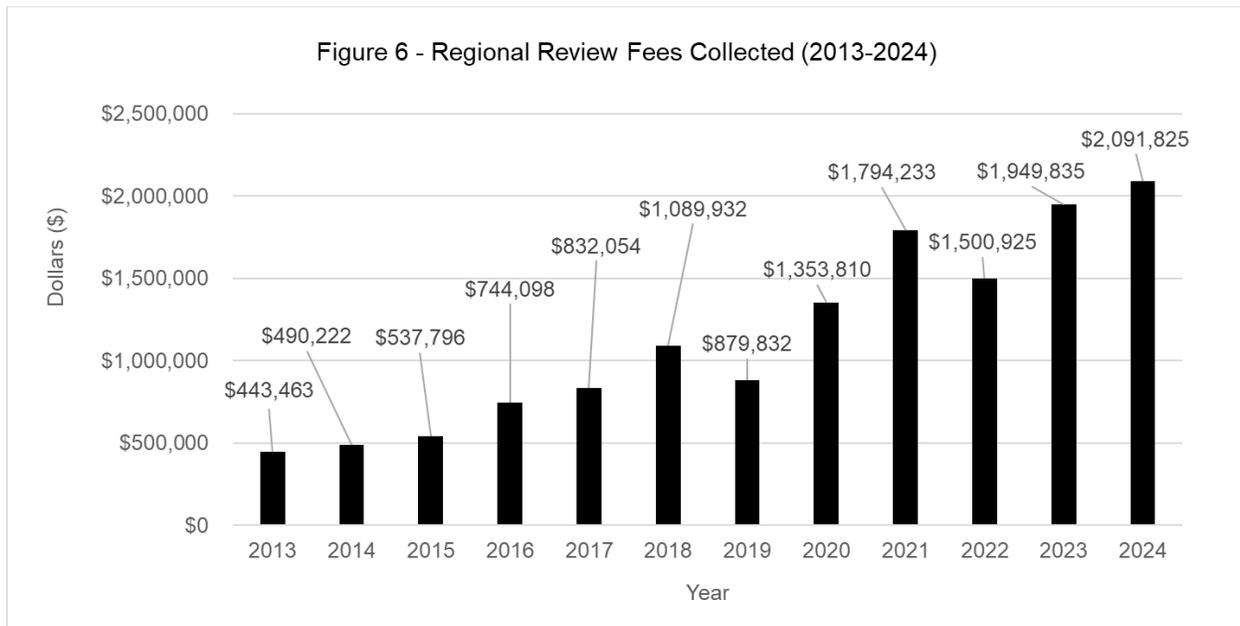


Figure 5 illustrates the number of pre-consultation meetings by municipality in 2024 that included Regional staff. The municipalities with the highest levels of pre-consultation activity were Niagara Falls (104), Fort Erie (87), Thorold (72), Niagara-on-the-Lake (65), and Welland (62).



Regional Review Fees offset Regional Costs

Regional review fees are collected to offset Regional costs for the development review service on a cost recovery basis. Figure 6 summarizes the fees collected between 2013 and 2024 for the Regional review of development applications. The 2024 total of \$2,091,825 represents a 7.28% increase from 2023.



While the development and pre-consultation volumes have decreased slightly from 2023, the increase in fees can be attributed to an increase in proposals that require multiple development applications with higher fees (Official Plan Amendments, Zoning By-law Amendments, Draft Plan of Condominiums and Subdivisions) received in 2024 compared to the previous year.

2025 Outlook – Region is Preparing for Proclamation

On October 20, 2024, the Province released the *Provincial Planning Statement (2024)* (“2024 PPS”), which replaced both the *Provincial Policy Statement (2020)* and *A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020 Consolidation)*. The 2024 PPS is intended to streamline land use planning across the province to achieve mandatory minimum targets for intensification and redevelopment within built-up areas and balance housing development, economic growth, and environmental conservation.

As a result of Bill 23 *More Homes Built Faster Act*, the Region will be “an upper-tier municipality without planning responsibilities” on March 31, 2025. In preparation for proclamation of Bill 23, the Region facilitated discussions with local municipal CAOs and Planning Directors to determine a new model of planning service delivery that supports the changes to provincial legislation. The draft Planning Service Agreement, which was presented to and endorsed by this Committee and Regional Council (October 9, 2024 and October 16, 2024, respectively; report PDS 27-2024), was prepared through

consultation and collaboration and sets out the terms of planning service delivery between the Region and interested municipalities following March 31, 2025. Seven municipalities have agreed to enter into a Planning Service Agreement with the Region with each municipality signing on for various planning services tailored to meet their current needs. Two additional municipalities have recently expressed interest in also entering into an agreement with the Region. Staff are finalizing the individual Agreements for execution prior to the March 31, 2025 proclamation date.

Additionally, a 2024 MOU (Engineering Function and Services in Niagara) was prepared through consultation and collaboration with the Public Works Officials and Planning Directors to take effect upon proclamation. The 2024 MOU removes the planning review and updates the engineering review functions related to development applications.

After March 31, 2025, staff will continue to provide planning recommendations on development applications for the local area municipalities who have signed a Planning Services Agreement. By continuing to work collaboratively with the applicable local area municipalities, the Region is able to better facilitate the creation of well-rounded, complete communities to ensure that Niagara continues to be a desirable place to live and visit.

Alternatives Reviewed

No alternatives have been reviewed as this report summarizes pre-consultation and development level activity for 2024 for information purposes.

Relationship to Council Strategic Priorities

This report provides information on development application activity that contributes to strong economic prosperity through the communities within the region. This relates to Council's Strategic Priorities of Effective Region, Green and Resilient Region, and Equitable Region through ensuring high quality, efficient, and coordinated core services.

Other Pertinent Reports

[PDS 24-2021: Development Applications Monitoring Report – 2020 Year End](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=16783)

(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=16783>)

[PDS 4-2022: Development Applications Monitoring Report – 2021 Year End](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=22569)

(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=22569>)

[PDS 9-2023: Development Applications Monitoring Report – 2022 Year End](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=30807)

(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=30807>)

[PDS 6-2024: Development Applications Monitoring Report – 2023 Year End](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=36122)

(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=36122>)

[PDS 27-2024: Planning Service Agreement and 2024 Memorandum of Understanding \(Engineering Function and Services in Niagara\)](https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=39620)

(<https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=39620>)

Prepared by:

Carling MacDonald
Development Planner
Growth Management and Planning
Division

Recommended by:

Terry Ricketts, P.Eng.
Commissioner of Public Works
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Pat Busnello, MCIP, RPP, Manager, Development Planning and reviewed by Diana Morreale, MCIP, RPP, Director of Growth Management and Planning.

Appendices

Appendix 1 Current Major Development Applications

Appendix 1: Current Major Development Applications

Growth Management and Planning staff participated in the review of several major development applications in 2024. A summary for some of the major development applications reviewed are provided in the table below.

Municipality	Application	Developer	Details	Status
Fort Erie	<p>1211, 1225, and 1237 Pettit Road</p> <p>Application Type(s): Local Official Plan Amendment (“LOPA”), Zoning By-law Amendment (“ZBA”), Draft Plan of Subdivision</p>	Marina (Pettit Road) Developments Inc.	Applications to facilitate five single-detached dwellings, eight semi-detached dwellings, 17 blocks for 87 townhouse units, and a stormwater management pond on a new proposed public street network with two blocks of land being retained for future development	<ul style="list-style-type: none"> Approved.
Fort Erie	<p>436, 440 and 0-8481 Ridge Road North</p> <p>Application Type(s): LOPA, ZBA</p>	2855546 Ontario Inc.	Applications to facilitate a 91-unit, four-storey apartment building, 12 semi-detached dwellings and a three-story mixed-use building containing three commercial units and 15 dwelling units.	<ul style="list-style-type: none"> Approved.

Municipality	Application	Developer	Details	Status
<p>Fort Erie</p>	<p>Black Creek Signature Phase 2 (0-17507 Netherby Road)</p> <p>Application Type(s): LOPA, ZBA, Draft Plan of Subdivision</p>	<p>9136916 Canada Ltd. / Great Summit (Fort Erie) Nominee Inc.</p>	<p>Applications to facilitate 135 dwelling units (73 single detached and 13 blocks for 62 street townhouse dwellings), two blocks for a watercourse, one block for a park, one block for a stormwater management facility and walkway, and three blocks for 0.30 metres reserves.</p>	<ul style="list-style-type: none"> • Approved.
<p>Fort Erie</p>	<p>Crescent Acres Subdivision (0-10747 Kraft Road)</p> <p>Application Type(s): ZBA, Draft Plan of Subdivision</p>	<p>Crescent Acres Limited</p>	<p>Applications to facilitate a total of 238 dwellings (85 single detached units, eight semi-detached and 145 townhouse units).</p>	<ul style="list-style-type: none"> • Regional staff provided comments on July 4, 2024. • The applications were deemed complete on December 5, 2024. An Open House meeting was held January 8, 2025.

Municipality	Application	Developer	Details	Status
Wainfleet	<p>Bell Meadows (32035 Bell Road)</p> <p>Application Type(s): ZBA, Draft Plan of Subdivision</p>	<p>1000063419 Ontario Inc.</p>	<p>Applications to facilitate the creation of ten (10) lots for single detached dwellings, three utility blocks (Block 11, 12 and 13 for stormwater management) and a public road.</p>	<ul style="list-style-type: none"> • Approved.
Wainfleet	<p>Law Quarry Expansion</p> <p>Application Type(s): Regional Official Plan Amendment ("ROPA"), LOPA, ZBA</p> <p>Aggregate Resource Act (ARA) Licence</p>	<p>Waterford Sand & Gravel Ltd.</p>	<p>Applications for the expansion of the existing law Crush Stone Quarry located north of Highway 3 between Graybiel Road and Biederman Road in the Town of Wainfleet.</p>	<ul style="list-style-type: none"> • Approved

Municipality	Application	Developer	Details	Status
Lincoln	<p>Prudhommes Landing</p> <p>Application Type(s): Draft Plan of Subdivision, Site Plan</p>	Prudhommes General Partner Inc.	Applications to facilitate the development of approximately 2,090 residential units in a range of low, medium and high density housing forms, and employment, commercial, natural environment, park and open space uses.	<ul style="list-style-type: none"> • Development was subject to previous OPA and ZBA applications, which have been approved. • Site Plan for Phase 1 (commercial block) was approved by Town Council in 2024. • A phased final approval of the Subdivision is in progress.

Municipality	Application	Developer	Details	Status
<p>Niagara-on-the-Lake</p>	<p>Queenston Quarry Redevelopment (5523 Niagara Townline Road)</p> <p>Application Type(s): Niagara Escarpment Commission (“NEC”) Development Permit</p>	<p>Queenston Quarry Reclamation Company</p>	<p>Applications to facilitate the development of 829 residential units (consisting of street townhomes, a manor house, and condominium units), and a hotel, on a portion of a former quarry site located within the urban area boundary. Future Local Official Plan Amendment, Draft Plan of Subdivision and/or Plan of Condominium applications will also be required to permit the proposed development.</p>	<ul style="list-style-type: none"> Approved via Ontario Land Tribunal (“OLT”) settlement.
<p>Niagara-on-the-Lake</p>	<p>253 Taylor Road (White Oaks)</p> <p>Application Type(s): LOPA, ZBA</p>	<p>White Oaks Tennis World Inc.</p>	<p>Applications to facilitate the development of four high-rise residential and mixed-use towers on the southern portion of the property, adjacent to Glendale Avenue. Approximately 810 residential units and an additional 1,515 m² of ground floor commercial/retail space are proposed as part of the development.</p>	<ul style="list-style-type: none"> Approved.

Municipality	Application	Developer	Details	Status
<p>Port Colborne</p>	<p>5088 Highway 140</p> <p>Application Type(s): Site Plan</p>	<p>Asahi Kasei</p>	<p>Construction of an Electric Vehicle (EV) Separator Plant, comprising:</p> <ul style="list-style-type: none"> • Phase 1 building (±60,387 m²) and tank yard • Phase 2 building (±65,032 m²) with tank yards • Phase 3 building (±60,387 m²) with tank yards • Three stormwater ponds • Municipal road from Highway 140 	<ul style="list-style-type: none"> • Minister's Zoning Order (Ontario Regulation 337/24) was issued on August 30, 2024, to permit the use. • Site Plan application is currently underway.
<p>Port Colborne</p>	<p>Mapleview Subdivision (South of Killaly Street West, East of Cement Road)</p> <p>Application Type(s): LOPA, ZBA, Draft Plan of Subdivision</p>	<p>1000046816 Ontario Ltd.</p>	<p>Applications to facilitate the development of 96 single-detached lots, 783 townhouse units, and 1,231 apartment units.</p>	<ul style="list-style-type: none"> • A Public Meeting was held on June 4, 2024. • Regional staff provided comments on July 5, 2024.
<p>Port Colborne</p>	<p>Stonebridge Village (North of Barrick Road, West of West Side Road)</p> <p>Application Type(s): LOPA, ZBA, Draft Plan of Subdivision</p>	<p>Elevate Fourth Developments Ltd.</p>	<p>Applications to facilitate the development of 385 residential dwelling units, comprising:</p> <ul style="list-style-type: none"> • 53 single-detached lots • One block of semi-detached dwellings with two units • 10 blocks of street townhouses with 52 units 	<ul style="list-style-type: none"> • Approved.

Municipality	Application	Developer	Details	Status
			<ul style="list-style-type: none"> • Six blocks of back-to-back townhouses with 62 units • Four blocks of live/work street townhouse dwellings with 22 units • One block of stacked townhouse dwellings with 12 units • One medium/high residential density block with a six-storey apartment building with 166 units and eight blocks of semi-detached dwellings with 16 units 	
<p>Port Colborne</p>	<p>Elite Killaly Secondary Plan (806 Killaly Street East)</p> <p>Application Type(s): LOPA (Secondary Plan), ZBA</p>	<p>Elite Capital Developments Incx.</p>	<p>Applications to facilitate a privately initiated Secondary Plan, which proposes 2,242 residential units through a variety of single detached (46%) and townhouse (54%) dwelling unit sizes and types.</p>	<ul style="list-style-type: none"> • A Public Open House was held October 3, 2024. • Regional staff provided comments on December 10, 2024.
<p>Port Colborne</p>	<p>Port Colborne Quarries – Proposed Pit 3 Expansion</p> <p>Application Type(s): ROPA, LOPA, ZBA</p>	<p>Port Colborne Quarries Inc.</p>	<p>Applications to permit an eastward expansion of the existing Port Colborne Quarry operation located south of Second Concession Road, and west of Miller Road.</p>	<ul style="list-style-type: none"> • Approved

Municipality	Application	Developer	Details	Status
	Aggregate Resource Act (“ARA”) Licence		Joint Agency Review Team (“JART”) has been established with City and NPCA staff to coordinate the review of the applications and share resources. Aggregate advisor and peer reviewers retained by the Region on behalf of JART.	
Niagara Falls	Proposed Uppers Quarry Application Type(s): ROPA, LOPA, ZBA ARA Licence	Walker Aggregates Inc.	Applications to develop a new quarry with associated processing and recycling of aggregate material, including asphalt and concrete, and a concrete or asphalt mixing plant on the lands. JART has been established with City and NPCA staff to coordinate the review of the applications and share resources. Aggregate advisor and peer reviewers retained by the Region on behalf of JART.	<ul style="list-style-type: none"> • Appealed to the OLT by the Applicant in August 2024 on the basis of failure of Regional Council to make a decision on the application.
Niagara Falls	4709, 4725, and 4745 Bender Street and 5655 Ontario Avenue	Great Lakes Entertainment Canada Ltd.	Applications to facilitate the development of a 17-storey, 402 room hotel with an ice sculpture gallery and tropical garden.	<ul style="list-style-type: none"> • Approved, subject to holding provisions.

Municipality	Application	Developer	Details	Status
	Application Type(s): LOPA, ZBA			
Niagara Falls	6546 Fallsview Boulevard and 6503-6519 Stanley Avenue Application Type(s): LOPA, ZBA	Hennepin Realty Holdings Inc. And Hennepin’s View Inc.	Applications to facilitate the development of a mixed-use building consisting of two, 58-storey towers (maximum of 60-storeys to accommodate roof features), with a total of 1,140 hotel suites and 126 dwelling units, along with space for restaurants, retail, gaming facilities, offices, and banquet and meeting facilities. A seven-storey parking garage and hotel guest terminal facility is also proposed.	<ul style="list-style-type: none"> • Approved, subject to holding provisions.
Niagara Falls	7630 Oakwood Drive Application Type(s): LOPA, ZBA, Draft Plan of Subdivision, Draft Plan of Condominium	Branthaven Belmont Oakwood Inc.	Applications to facilitate the development of 255 dwelling units, comprising: <ul style="list-style-type: none"> • 46 three-storey rear lane towns, • 36 two-storey towns, • 106 three-storey back-to-back towns, • 67 three-storey towns, and 	<ul style="list-style-type: none"> • City Council approved the LOPA, ZBA and Draft Plan of Subdivision applications, subject to holding provisions. • Removal of Holding was approved on October 16, 2024. • Draft Plan of Condominium Application circulated

Municipality	Application	Developer	Details	Status
			<ul style="list-style-type: none"> up to 46 additional dwelling units). 	to the Region on January 17, 2025.
Niagara Falls	9304 McLeod Road Application Type(s): LOPA, ZBA, Draft Plan of Subdivision Modification	800460 Ontario Limited	Applications to facilitate the development of 544 dwelling units, comprising: <ul style="list-style-type: none"> 149 detached lots, 395 townhouse dwellings, and parkland and a stormwater management facility) 	<ul style="list-style-type: none"> Approved, subject to holding provisions.
St. Catharines	37 Ontario Street and 3 Ontario Lane Application Type(s): ZBA	FIRST ONTARIO STREET LTD.	Application to facilitate the development of a 33-storey mixed use condominium building consisting of 308 new residential units, as well as retail and offices uses.	<ul style="list-style-type: none"> Regional staff provided comments on December 11, 2024.
St. Catharines	1024 Vanisckle Road North Application Type(s): LOPA, ZBA, Site Plan	Royal Tuscan Townhomes Niagara Ltd.	Applications to facilitate the development of two five-storey apartment buildings, each building consisting of 58 units (for a total of 116 new units).	<ul style="list-style-type: none"> City Council approved the LOPA and ZBA. Site Plan application circulated to the Region on December 18, 2024.
St. Catharines	1298 Fourth Avenue	Shannex Ontario Development Ltd.	Application to facilitate the development of a new long-term care facilitate with 430 units.	<ul style="list-style-type: none"> Approved.

Municipality	Application	Developer	Details	Status
	Application Type(s): ZBA		"Phase 1" consists of a three-storey podium and two 8- and 10-storey towers. "Phase 2" consists of one 8-storey building.	
West Lincoln	North Side of St. Catharines Street (Regional Road 20), East of Industrial Road Application Type(s): ZBA, Draft Plan of Subdivision	Kanthville Holdings Inc.	Applications to facilitate the development of 37 blocks for a mix and range of dwelling types, including: <ul style="list-style-type: none"> • 36 semi-detached dwellings, • 34 townhouse dwellings, • retirement home with 104 units, • apartment building with 152 units • 20 business park units, approximately 756 m² of commercial gross floor area, and • 0.63 hectares of parkland. 	<ul style="list-style-type: none"> • Regional staff provided comments on March 12, 2024 and November 8, 2024.
Pelham	1415 Station Street Application Type(s): LOPA, ZBA	Hummel Properties	Applications to facilitate the development of a three-storey condominium building with a total of 22 new dwelling units.	<ul style="list-style-type: none"> • Regional staff provided comments on December 9, 2024. • A Public Meeting was held on January 22, 2025.
Pelham	51 Meridian Way	MFS FONTHILL GP INC.	Application for a three phase development, including a five-storey retirement home (Phase 1) and two residential apartment	<ul style="list-style-type: none"> • Regional staff provided comments on April 12, 2024.

Municipality	Application	Developer	Details	Status
	Application Type(s): Site Plan		<p>buildings consisting of 60 and 66 units, respectively (Phase 2 and 3).</p> <p>It is intended that a Draft Plan of Vacant Land Condominium will be brought forward in the future to create individual land units for each phase and common elements for the site.</p>	
Welland	<p>418-430 Aqueduct Street & 650-678 Niagara Street</p> <p>Application Type(s): LOPA, ZBA</p>	The Development Group	Applications to facilitate three high-rise residential towers ranging from 8- to 16-storeys consisting of 853 residential units & two blocks of stacked townhouses consisting of 26 units.	<ul style="list-style-type: none"> Regional staff provided comments on March 18, 2024 and January 3, 2025.
Welland	<p>436 Quaker Road</p> <p>Application Type(s): LOPA, ZBA, Draft Plan of Subdivision</p>	PRIMONT	Applications to facilitate a mix and range of dwelling types for a total of approximately 711-741 residential dwelling units.	<ul style="list-style-type: none"> Regional staff provided comments on October 11, 2024.

Municipality	Application	Developer	Details	Status
Welland	<p>210 Quaker Road and 276 Quaker Road</p> <p>Application Type(s): LOPA, ZBA, Draft Plan of Subdivision</p>	Ashton Homes	Applications to facilitate 263 single detached dwelling units and 76 street townhouses for a total of 339 residential dwelling units.	<ul style="list-style-type: none"> Regional staff provided comments on December 19, 2024.
Welland	<p>Northern Reach Phase 1 (Block 1 of Lock and Quay -1 Quaker Road)</p> <p>Application Type(s): Site Plan</p>	Liv Communities	Application to facilitate Phase 1 of Lock and Quay including 90 two storey townhouses. All phases of Lock and Quay are anticipated to yield 3,800 to 4,500 residential dwelling units.	<ul style="list-style-type: none"> The application was circulated on December 11, 2024. Regional staff provided comments on January 10, 2025 and January 23, 2025.
Welland	<p>744 First Avenue</p> <p>Application Type(s): LOPA, ZBA</p>	Ambria (First-Welland) Limited	Applications to facilitate 22 residential blocks, consisting of 357 stacked townhouse residential units.	<ul style="list-style-type: none"> Approved.
Thorold	<p>13030 Lundy's Lane (Highway 20)</p> <p>Application Type(s): LOPA, ZBA, Draft Plan of Subdivision</p>	Rudanco Hospitality Corporation	Applications to facilitate 76 new private development blocks, anticipated to accommodate 2,062 residential units.	<ul style="list-style-type: none"> Regional staff provided preliminary comments on May 25, 2024.

Municipality	Application	Developer	Details	Status
Thorold	Uppers Lane Application Type(s): ZBA, Draft Plan of Subdivision	Parkbridge Lifestyle Communities	Application to facilitate a 39.8-hectare site, anticipated to have 603 residential units	<ul style="list-style-type: none"> Regional staff provided preliminary comments on August 16, 2024.
Thorold	75 Ormond Street South Application Type(s): LOPA, ZBA	Jian Peng Zhou	Applications to facilitate a 15-storey building with 275 residential units.	<ul style="list-style-type: none"> Regional staff provided comments on February 27, 2024.
Grimsby	133-137 Main Street East Application Type(s): Site Plan	Burgess Heritage Group	Application to facilitate a five-storey mixed use building with 147 units and 280 m ² of commercial space	<ul style="list-style-type: none"> Regional staff provided comments on July 12, 2024.
Grimsby	725 South Service Road Application Type(s): Site Plan	Anatolia Investment Corporation	Application for three industrial buildings. Building 1 has a proposed area of 27,019.66 m ² , Building 2 has a proposed area of 21,166.68 m ² , and Building 3 has a proposed area of 11,493.93 m ² .	<ul style="list-style-type: none"> Regional staff provided comments on January 26, 2024.

April 24, 2025

Mayor and Council
66 Charlotte St
Port Colborne ON
L3K 3C8

Dear Mayor Steele and Council,

I am pleased to present the General Manager's Annual Report for Niagara Transit for 2024. This annual report reflects our achievements and the challenges we faced in our second year of operation, as well as providing key performance indicators (KPIs) we measure our service by.

Additionally, I have also provided the 2025 Q1 statistics from our commingled services, as we will be providing this data to our Board, Regional Council, and local municipalities on an ongoing basis moving forward. The improvements in our commingled metrics reflect the intensive work staff have done with our contractor and the changes that were implemented at the beginning of 2025.

Thank you for your ongoing support of transit. Together we're continuing to create a truly connected, barrier free Niagara.

Sincerely,



Carla Stout
General Manager, Niagara Transit



Niagara
Transit



General Manager's 2024 Annual Report

General Manager's Message

On behalf of Niagara Transit, I am pleased to present the 2024 Annual General Manager's Report. This report is a snapshot of our successes and challenges throughout the year. It provides insight into where we've been and where we're going, in 2025 and beyond.

We would not be where we are today without the many individuals that have contributed, and continue to contribute, their talent, hard work, dedication and passion to make transit in Niagara a truly connected network that serves our ridership and the broader community. Our board, our staff and our ridership have all contributed to how far we have come in such a short period of time. I want to make special mention of our operators and front-line staff who keep our wheels turning on a daily basis. Your dedication and professionalism are never taken for granted.

Everything we do at Niagara Transit is guided by our core values and foundational pillars.

Service Excellence Safety Customer Focus
Affordability Employee Success

In 2024 we made significant strides in all these areas and will make even more in 2025.

Our on-time performance (OTP) led our industry peers, our ridership continued to significantly outpace our budget, we launched our new brand, made improvements to our customer service hours, replaced the 'Red Line' and made other service improvements to our conventional and microtransit services.

As we move into our third year, I am excited by what the future holds for transit in Niagara. This year we will complete our master plan that will modernize our operations and lay out the path for where we are headed for the next ten years. We are reshaping our specialized transit service to meet the needs of our most vulnerable riders. We are harmonizing fares across the system and introducing the Transit Benefit Pass to make transit affordable for those in our community who receive Ontario Works and Ontario Disability Support Program assistance.

Thank you for your continued commitment to transit in Niagara. Our service truly makes a difference to our ridership and the Niagara community. It is an exciting time to be a part of Niagara Transit! We're just getting started!

Sincerely,



Carla Stout, DPA, General Manager

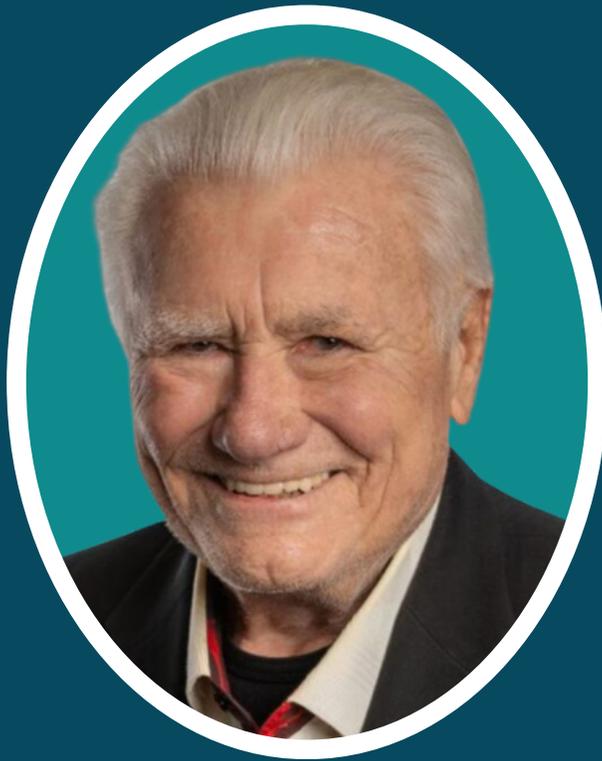




2024 Board of Directors

Chair Mayor Mathew Siscoe	St. Catharines
Vice-Chair Mayor Wayne Redekop	Fort Erie
Councillor Reg Freake	Grimsby
Councillor J.D. Pachereva	Lincoln
Councillor Joyce Morocco	Niagara Falls
Councillor Maria Mavridis	Niagara-on-the-Lake
Councillor Wayne Olson	Pelham
Councillor Eric Beauregard	Port Colborne
Councillor Dawn Dodge	St. Catharines
Councillor Caleb Ratzlaff	St. Catharines
Councillor Anthony Longo	Thorold
Councillor Wayne Cambell	Niagara Falls
Mayor Brian Grant	Wainfleet
Councillor Leo VanVliet	Welland
Councillor William Reilly	West Lincoln

In memory of Wayne Campbell



Niagara Transit is deeply saddened by the passing of Niagara Falls local councillor, Wayne Campbell. Councillor Campbell was a valued Niagara Transit Commission Board member since its inception, and his dedication to our community will be greatly missed. Our thoughts are with his family, friends, and the community during this difficult time.



In 2024 the Niagara Transit Board adopted our mission, vision and values. They will guide Niagara Transit now and in the future in all our decision making and planning processes.

Mission

Providing safe, reliable, and sustainable transit service in Niagara.

Vision

Working together towards a more connected region.

Purpose

Helping every person in Niagara experience independence, freedom, and a sense of discovery.

Values

Service Excellence

Safety

Customer Focus

Affordability

Employee Success

2024 Highlights

Service Excellence

Strong Service Delivery and OTP on our Conventional Service!

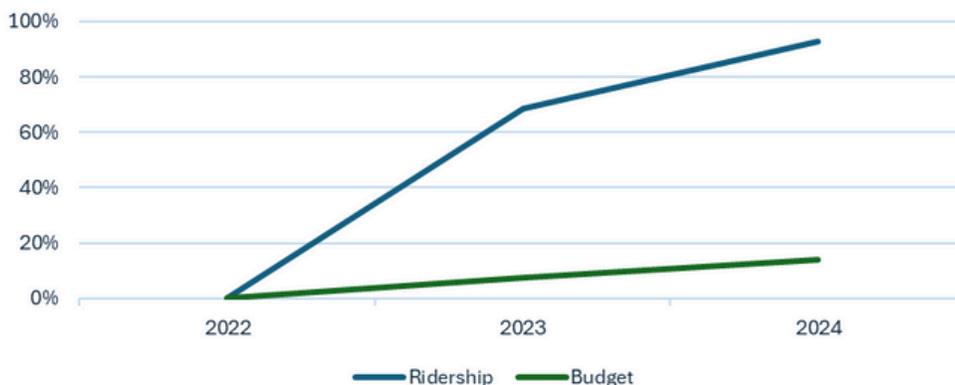
We are proud to have nearly 100% service delivery and 83% on-time performance (OTP) in 2024 on our conventional routes. The average OTP for peer transit services in Ontario is 79%. We are taking delivery of new conventional buses and specialized vehicles in 2025 and expect even greater performance!



Ridership Continues to Outpace Budget

Ridership has seen drastic increases since Niagara Transit was amalgamated in 2022. We have met this demand by harnessing the efficiencies we have found through the amalgamation process. This has been achieved while contending with having to create new reserves, address inflationary pressures, provide enhanced customer service and absorb the cost of standing up a new organization. While this is an exceptional achievement, there is now minimal room for greater efficiencies. To make further improvements to service, like the standardization of service hours and adding intermunicipal Sunday and holiday service, greater investment will be required. As demand continues to grow, we don't want to leave riders behind.

Ridership increase vs Budget increase since Amalgamation



Service Excellence

cont'd

New Niagara Transit Brand Launched!

In 2024 we completed and launched the new Niagara Transit brand! We are transitioning all our previously separate fleets to the new brand over time to unify the service and manage costs responsibly. You will also begin to see our brand on our on-street signage and bus shelters we have assumed from Pattison Outdoor.



New Specialized Operator Training

After assuming Niagara Falls' Chair-a-Van service in 2024 we developed and delivered a 3-day training program to all operators that provide specialized service. Training included safe vehicle operation, best practices for loading and unloading ambulatory and non-ambulatory passengers, mobility device securement, review of AODA Customer Service Standards, visiting frequently accessed locations in the City, and how to assist passengers with mobility, visual, speech, and developmental/psychological impairments.

Replacing the WEGO Service

This year the Niagara Parks Commission (NPC) took over what was previously WEGO. To maintain service for local transit riders in Niagara Falls we replaced the former 'Red Line' with the 116/216 route, maintaining its connection to the NPC's 'Blue Line' at Stanley Avenue in the tourism core. We continue to support the NPC's operations with transit expertise.



Safety

Onboard Camera Installation

Camera installations on our full fleet were completed in 2024. All fixed route buses and specialized vehicles were upgraded to 8 or 9 camera full digital IP systems including over the air updates along with wireless video download requests. All of our non-revenue (operations and maintenance) vehicles were also equipped with single front facing camera systems.

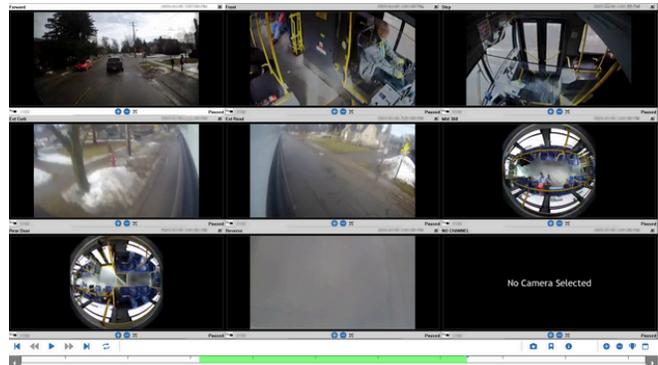


Niagara Riders Feel Safe

We consistently monitor rider safety and gather their feedback. In 2024 over 90% of riders reported feeling safe taking Niagara Transit. As a benchmark, the average among Canadian transit systems is 86%. Rider safety is a top priority and we will continue to focus on it in 2025.

Implemented Video Surveillance Policy

Niagara Transit implemented our video surveillance policy this year. The policy creates system design guidelines, notice of use requirements, and access and recording procedures. It ensures riders feel safe and staff have clear procedures to follow when dealing with surveillance of our fleet and facilities.



Customer Focus

Customer Experience Department

The new Customer Experience Department rollout was completed in 2024. Thirteen dedicated customer service representatives were introduced to improve accountability, communications and customer support. The introduction of this service saw a 229% increase in trip booking calls and 191% increase in general customer service inquiries!



Introduced a New Client & Community Coordinator

Since September, our Client & Community Coordinator has engaged with the Niagara community and met with seniors groups, not-for-profit organizations, student groups and public organizations to educate residents about transit and gather feedback to help make service improvements.

Began Public Advisory Committee (PAC) Meetings

In 2024 our Public Advisory Committee began meeting and developing their workplan. The committee has a member from each local municipality in Niagara and several system stakeholders. Staff attended all PAC meetings to gather feedback and engage in discussions with the committee regarding transit services.



External Survey

In 2024 we conducted a survey of transit riders and non-transit riders to gather feedback. We had more than 700 responses, with close to 75% riders and 25% non-riders. This information is highly valuable to inform what we do moving forward on things like rider communications, demand planning, transit funding, and service improvements.



Affordability

Strong Budget Performance

Niagara Transit had a strong budget performance in 2024. This was due in part to higher than anticipated UPASS and fare revenue, unbudgeted supplemental tax revenue, and savings on things like the commingled contract and fuel prices. The end of the year saw a significant surplus that allowed us to transfer funds to much needed reserves.



Consolidated Niagara Falls and Welland Operations

Welland staff shifted operations to the Niagara Falls garage in 2024. Having a single location for all south operations staff will ensure more efficient fleet maintenance and consistent access to transit leadership and dispatch staff for operators. It has also allowed for a repurposing of the Welland location into an interim training facility.

ZETF Application

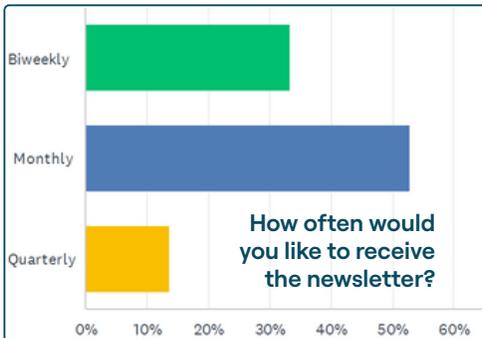
The transit industry is moving away from fossil fuels and towards zero-emission vehicles. To ensure we are providing the best value for Niagara taxpayers we are looking to take advantage of federal and provincial programs including the federal government's Zero Emission Transit Fund, which we applied for this year. This fund will assist with our capital requirements to purchase new, zero-emission vehicles.



Employee Success

New Bus Operator Recruitment Model

To expedite the hiring process for applicants and maximize staff time we have moved to a new “recruitment day” model. This allows the interview and testing process to be completed for 40-50 pre-screened, invited candidates over a two-day period that would have previously taken weeks to complete.



Internal Communications Survey

In 2024 we conducted a fulsome communications survey with all Niagara Transit employees to help shape the development of the new employee newsletter and forthcoming intranet. The results will help us build these tools to best connect and inform all NT staff.

Job Analysis & Evaluation

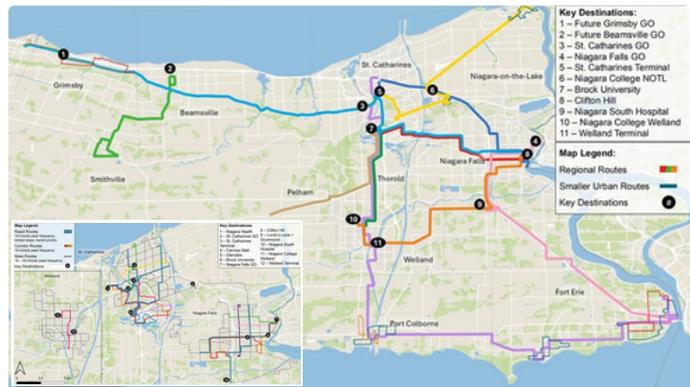
We worked with a 3rd party to conduct job analysis and evaluation of all non-unionized roles. This standardizes our job descriptions within the organization and provides role clarity for our teams, helping to align the roles to our organizational objectives.



What's Next in 2025?

Niagara's First Transit Master Plan

In 2025 we will finalize the first ever Transit Master Plan for Niagara. This plan will guide how we move forward to improve and invest to keep people moving over the next 10 years. It's scheduled to be finalized in the fall of this year.



A New Approach for Commingled Microtransit

In 2024 we rolled out the commingling of our microtransit services; including all formerly contracted ondemand and specialized services.

In 2025 we will continue to refine service to ensure AODA (Accessibility for Ontarians with Disabilities Act) compliance and provide reliable transportation for the most vulnerable in our community. It is an important step in creating a truly connected, barrier free Niagara.

Transit Benefit Pass

For the first time in Niagara we will be launching the Transit Benefit Pass. This low-cost, monthly pass will support those receiving Ontario Works assistance, the Ontario Disability Support Program, or those meeting a low-income threshold. It will make transit available to nearly 50,000 more Niagara residents! We have partnered with Niagara Region's Social Assistance Services office to administer the program and to mitigate the cost to the taxpayer.



What's Next in 2025?

cont'd

Fare Harmonization

Niagara Transit's fares will be harmonized for all trips at \$3.50 beginning on July 1, 2025! This is an important step to make trips across the region affordable for riders and to prepare for future connections to the GO network and other transit providers in the Greater Golden Horsehoe.



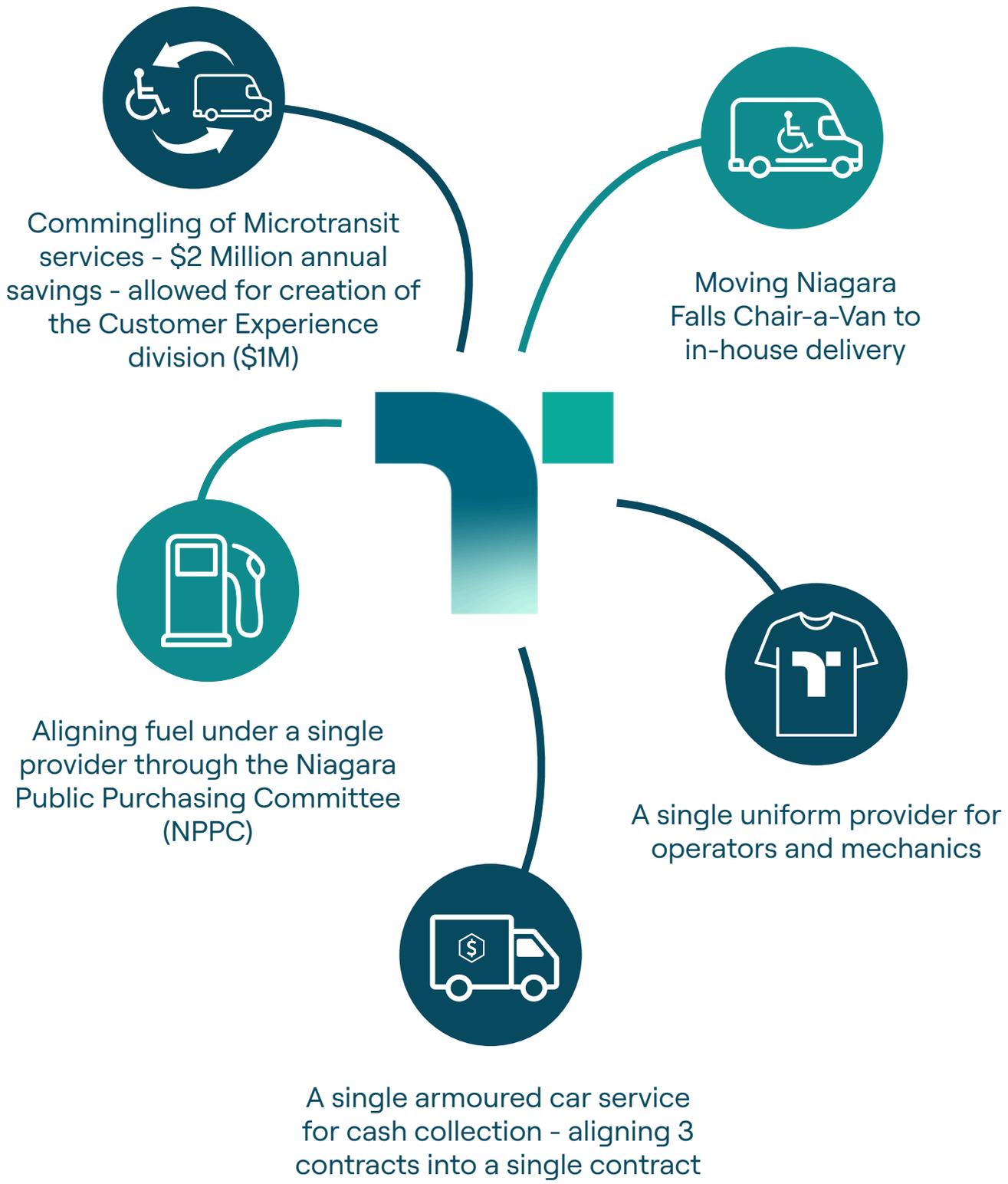
New Buses and Specialized Vehicles Arriving

While many gains in service can be achieved through planning, there is no substitute for a reliable fleet that's size matches the demand for transit in our community. In 2025 we will be taking delivery of a number of new vehicles, both conventional and specialized, to replace our oldest and most challenging assets from a maintenance perspective. This will improve on-time performance (OTP) and reduce maintenance costs which have been heavy since Niagara Transit was formed. They will also display our great new brand, unifying it over time across the fleet!



2024 Key Performance Indicators

2024 Efficiencies Highlights



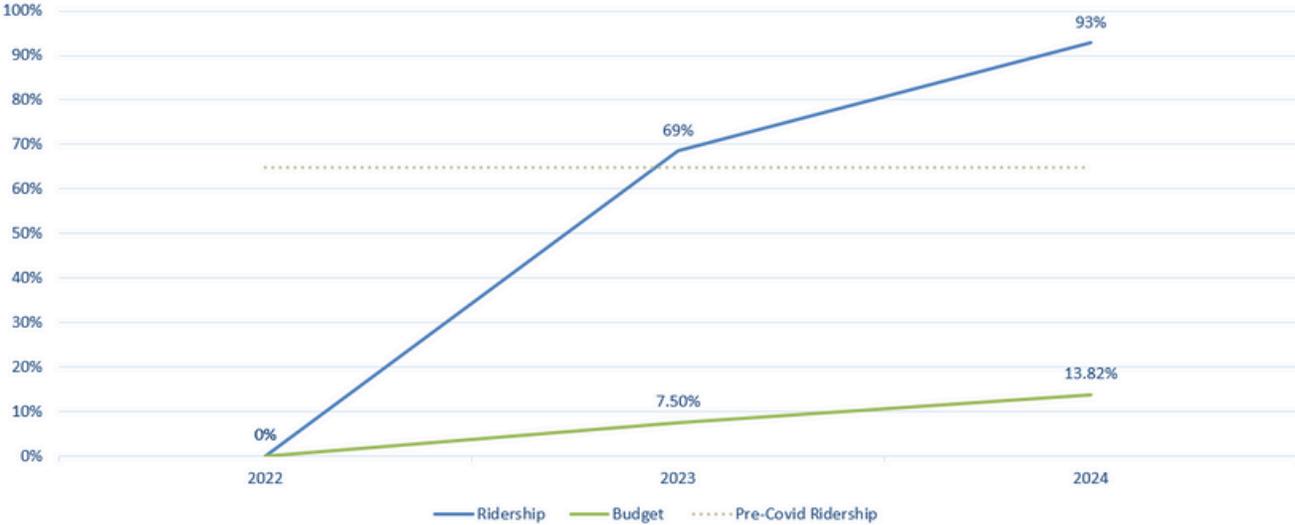
Reliable and Consistent On-Time Conventional Service

Nearly **100%** service delivery.

On-Time Performance of **83%**
vs. 79% industry peer average

83%

Ridership Increase vs Budget Increase Since Amalgamation



	2022	2023	2024
Ridership	5.6 million	9.5 million	10.9 million
Cost per Ride	\$8.06	\$5.57	\$5.22
Cost per Ride (excluding Capital Reserve)		\$5.34	\$5.02

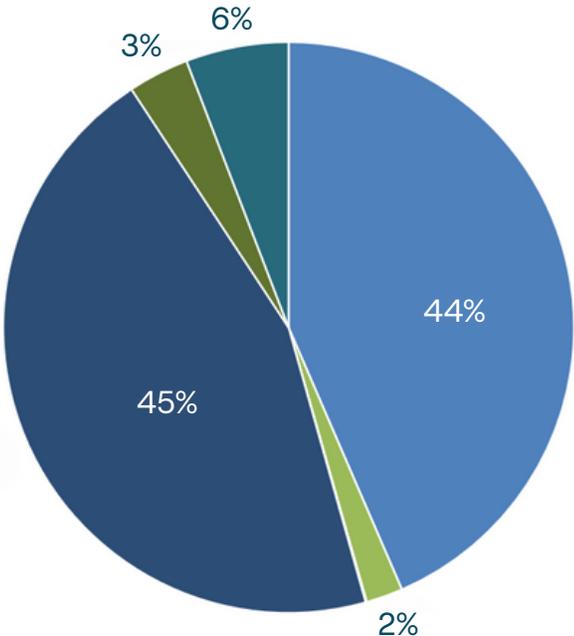
(Blended rate for all transit services)

Niagara Transit Snapshot

Number of Local Routes	88
Number of IMT Routes	11
2024 Staff *	451
Number of 40' buses	151
Number of 60' buses	14
Average age of 40' and 60' bus	8
Number of specialized transit buses	23
Average age of specialized buses	6
Number of support vehicles	40

*2024 Budgeted Full Time Equivalent staff including temporary staff

Who Rides Our System?



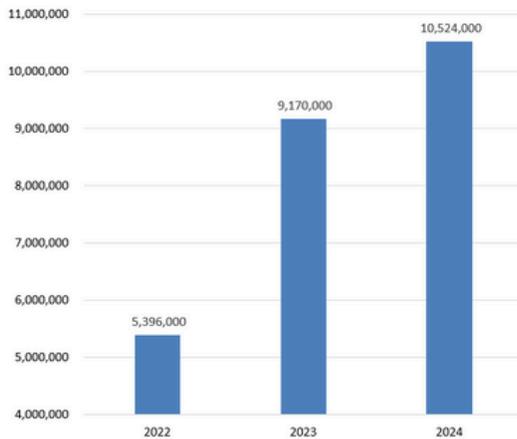
Classification	Definition
Adult	18+
Child	Under 12
Youth	13 to 17
Senior	65+
Post Secondary	Brock & Niagara College



2024 KPI's

cont'd

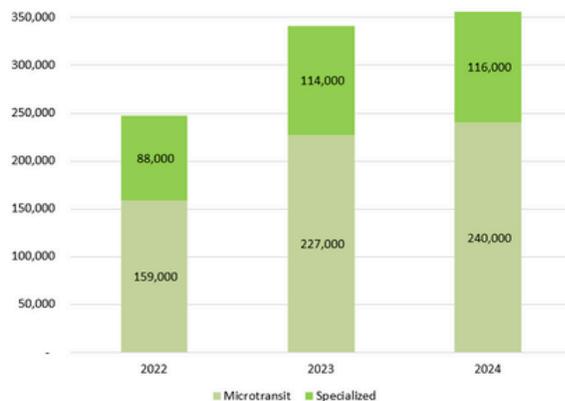
Conventional Ridership



	Ridership Per Revenue Vehicle Hour	Revenue Vehicle Hours Per Capita
2022 Prov. Avg ¹	16.7	1.2
2023 Prov. Avg ¹	21.7	1.2
2023 NTC Conventional	21.4	1.1
2024 NTC Conventional	23.0	1.1

¹Provincial Average is based on Canadian Urban Transit Association Data. Comparing similar sized Transit Agencies (pop. 100k to 750k), which may or may not include Microtransit

Specialized and Microtransit Ridership



	Specialized Transit		Microtransit
	Ridership Per Revenue Vehicle Hour	Revenue Vehicle Hours Per Capita	Ridership Per Revenue Vehicle Hour ***
2022 Prov. Avg ¹	1.9	0.2	n/a
2023 Prov. Avg ¹	2.3	0.2	n/a
2023 NTC	1.7 ²	0.1 ²	2.8
2024 NTC	1.8	0.1	2.9

¹Provincial Average is based on Canadian Urban Transit Association Data Comparing similar sized Transit Agencies (pop. 100k to 750k)
²Revised

Specialized & Microtransit	
Average Time on Vehicle ¹	19 mins
Average Distance per Trip	9.64 km
Average Wait Time *	5.75 mins

¹From July 1, 2024 onward

2024 KPI's

cont'd

Social Media



Visits	20.7K	416%	2.9K	284%
Follows	723	244%	537	-
Interactions	4.1K	542%	678	100%
Clicks	992	629%	49	100%
Reach	86K	390%	13.6K	414%

Website

Active Users	259K	416%
New Users	255K	244%
Sessions	486K+	542%
Page Views	1.2M	629%
Avg. Engagement	1m 54s	390%



General Manager's 2024 Annual Report

Overall NT+ Service Metrics - 2025 (Q1)

Number of Passengers

94,330

Number of Trips

83,628

Number of Accessible Trips

12,989

Number of Micro Trips with an Accessibility Device

1,239

Average Direct Distance (km)

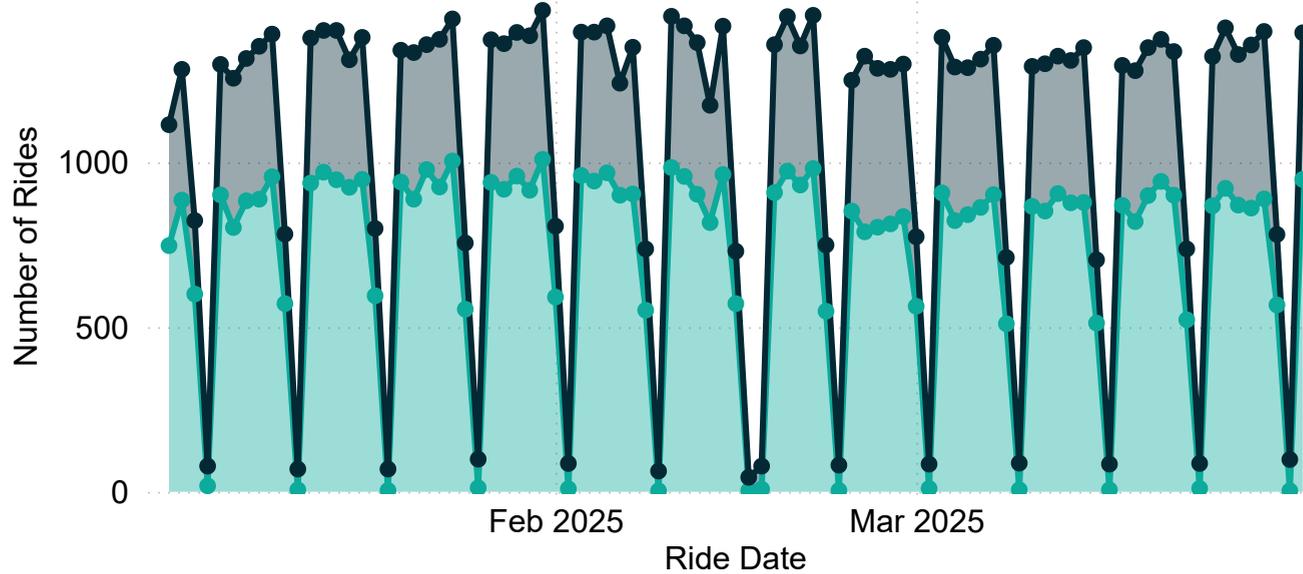
8.78

Average Time On-Board (min)

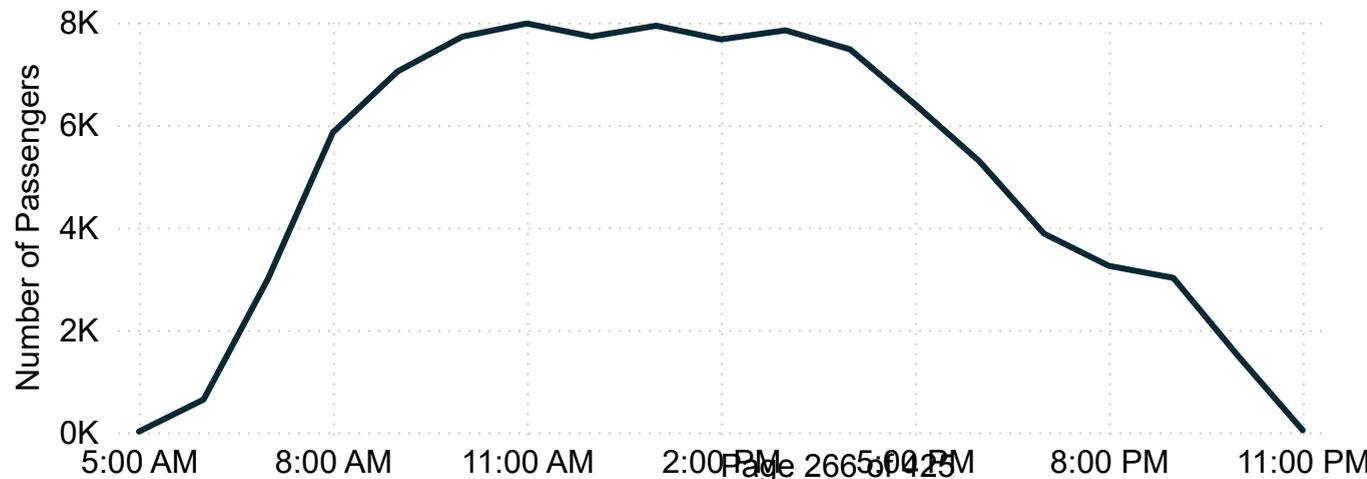
17.27

Daily Ridership

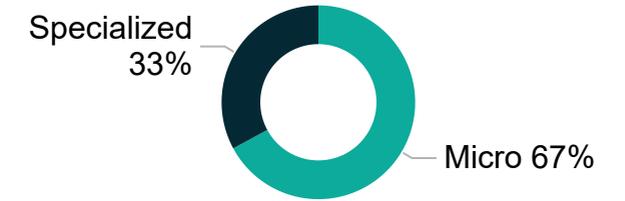
● Micro ● Specialized



Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	2934	10826	13760
App	34580	31190	65770
Subscription	1	4097	4098
Total	37515	46113	83628

Overall NT+ In-House Service Metrics - 2025 (Q1)

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

23,474

Number of Trips

20,175

Number of Accessible Trips

8,284

Number of Micro Trips with an Accessibility Device

109

Average Direct Distance (km)

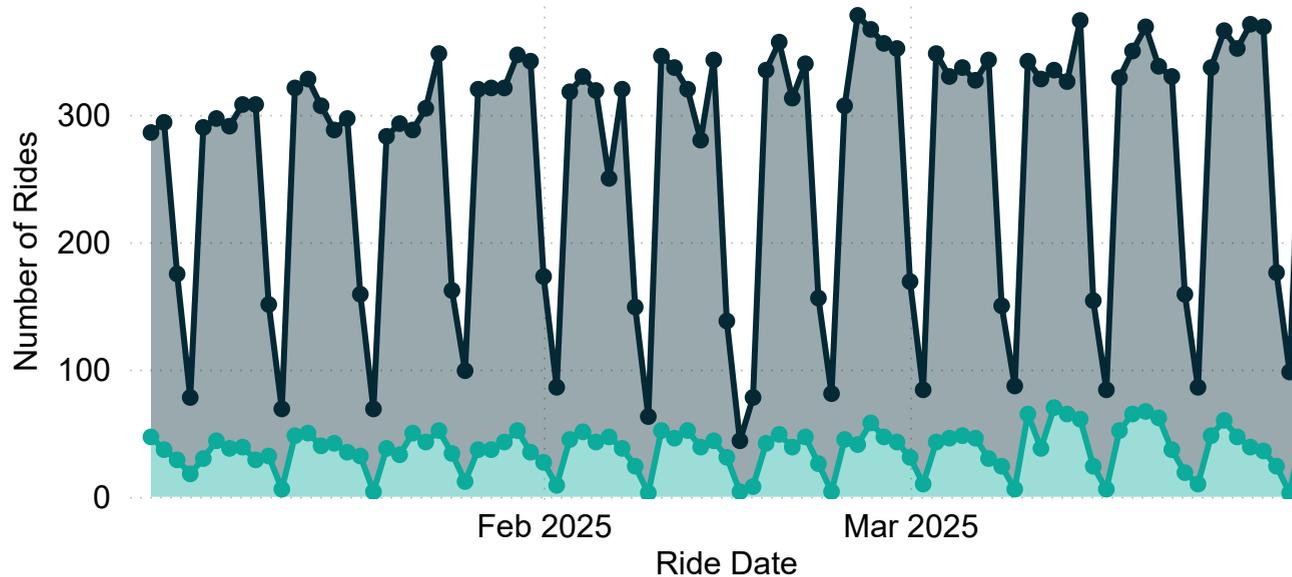
4.66

Average Time On-Board (min)

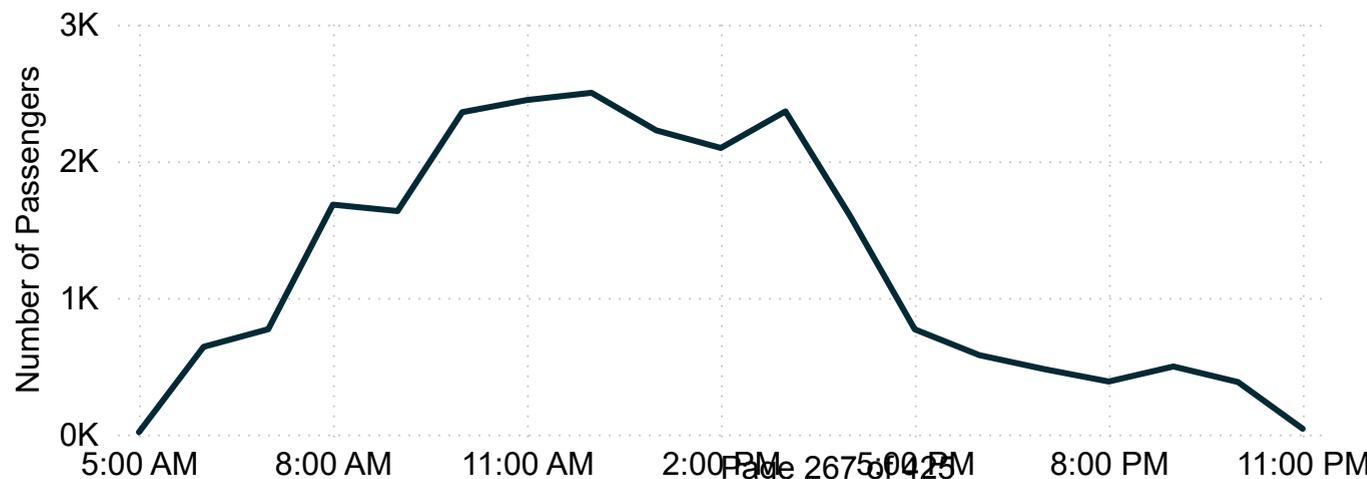
16.79

Daily Ridership

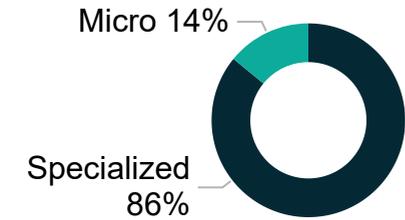
● Micro ● Specialized



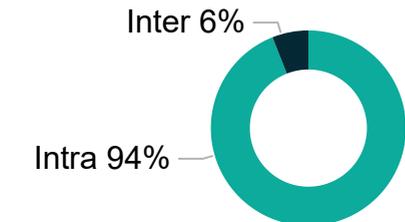
Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	1164	6983	8147
App	3148	7752	10900
Subscription		1128	1128
Total	4312	15863	20175

Overall NT+ In-House 2025 (Q1) Service Metrics - Niagara Falls

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

6,406

Number of Trips

5,602

Number of Accessible Trips

1,981

Number of Micro Trips with an Accessibility Device

(Blank)

Average Direct Distance (km)

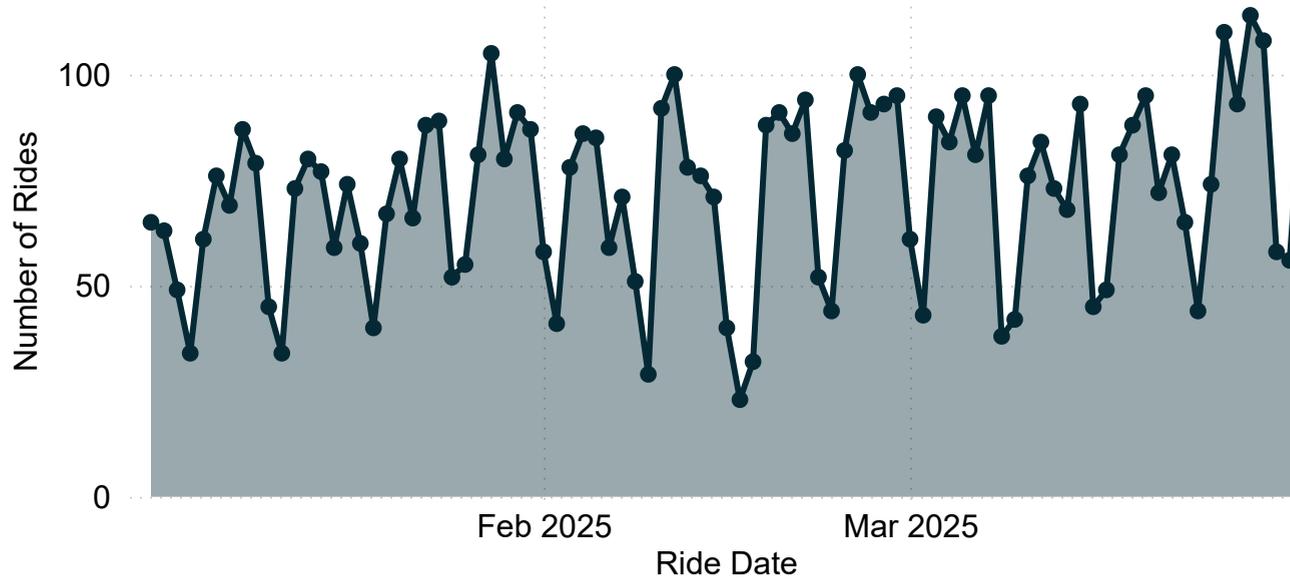
4.55

Average Time On-Board (min)

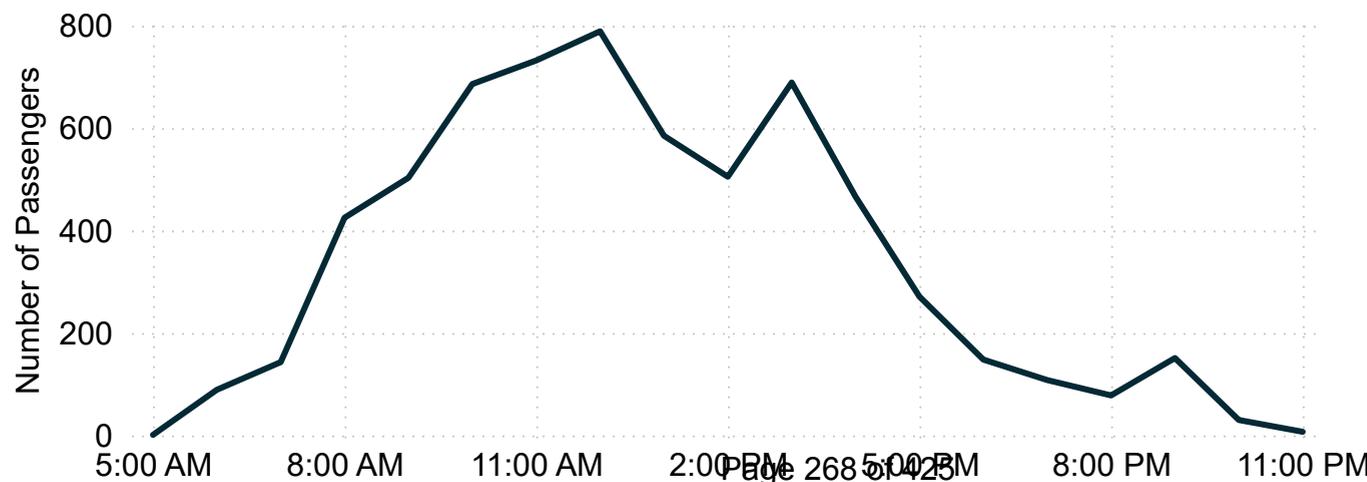
16.91

Daily Ridership

● Specialized



Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	514	2119	2633
App	442	1400	1842
Subscription		1127	1127
Total	956	4646	5602

Overall NT+ In-House 2025 (Q1) Service Metrics - St. Catharines

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

9,402

Number of Trips

7,702

Number of Accessible Trips

3,733

Number of Micro Trips with an Accessibility Device

(Blank)

Average Direct Distance (km)

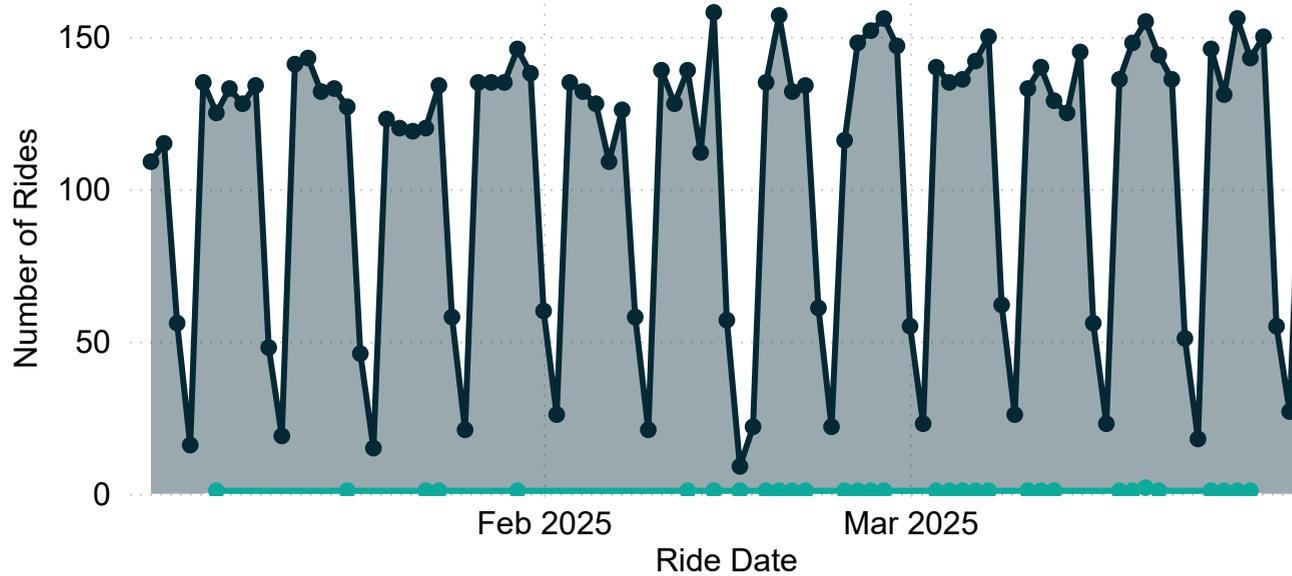
4.63

Average Time On-Board (min)

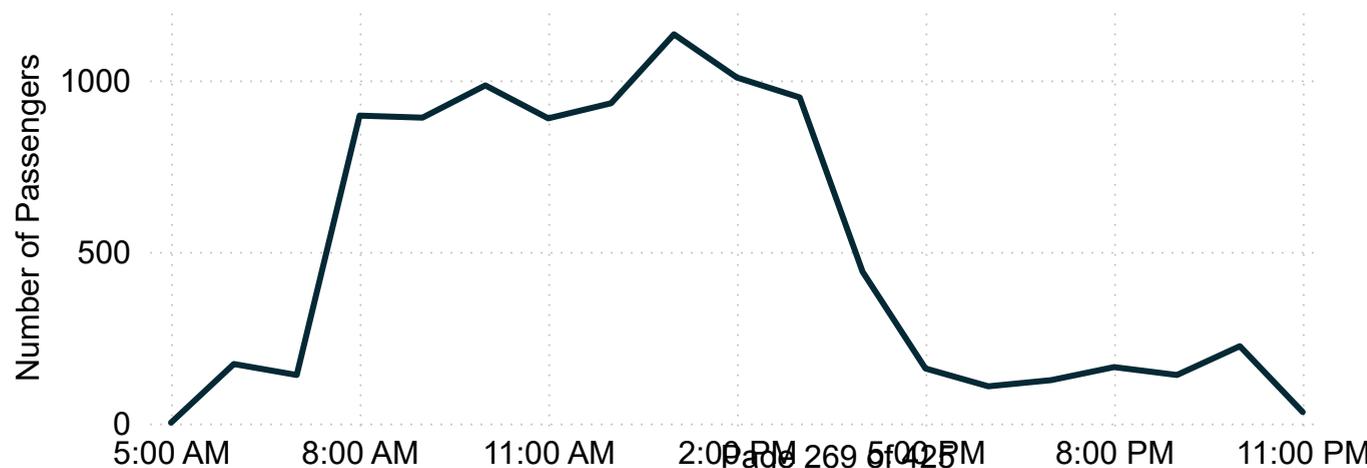
17.30

Daily Ridership

● Micro ● Specialized



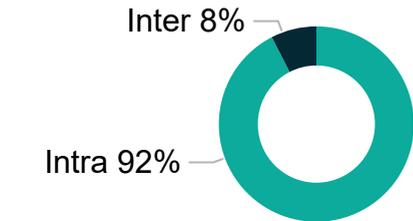
Peak Hours



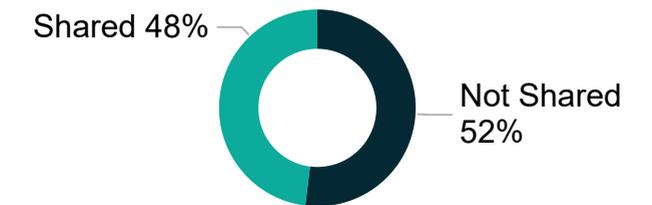
Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	378	2815	3193
App	713	3795	4508
Subscription		1	1
Total	1091	6611	7702

Overall NT+ In-House 2025 (Q1) Service Metrics - Thorold

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

700

Number of Trips

624

Number of Accessible Trips

445

Number of Micro Trips with an Accessibility Device

(Blank)

Average Direct Distance (km)

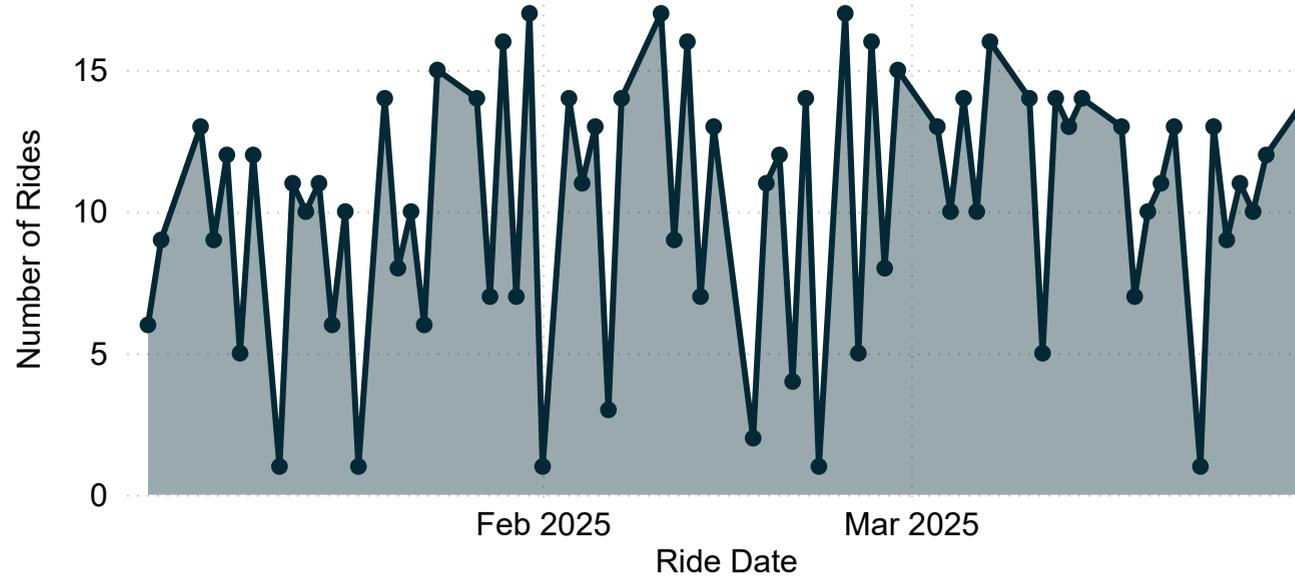
7.73

Average Time On-Board (min)

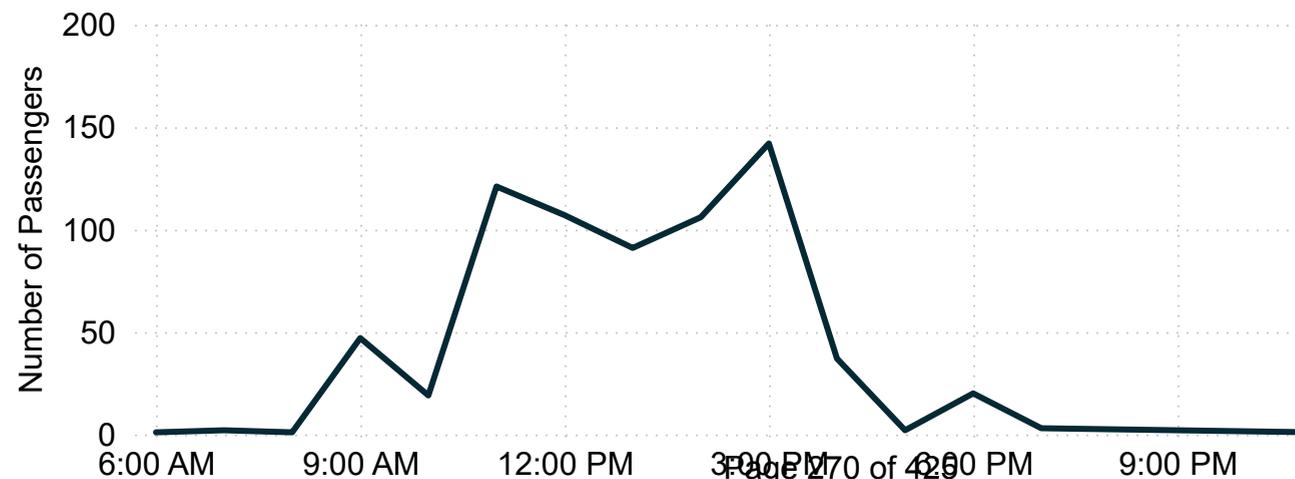
22.15

Daily Ridership

● Specialized



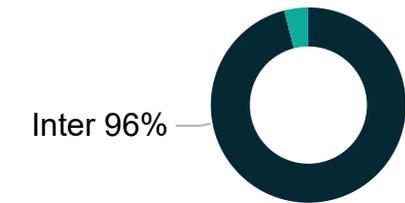
Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	29	152	181
App	33	410	443
Total	62	562	624

Overall NT+ In-House 2025 (Q1) Service Metrics - Welland

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

6,954

Number of Trips

6,236

Number of Accessible Trips

2,125

Number of Micro Trips with an Accessibility Device

109

Average Direct Distance (km)

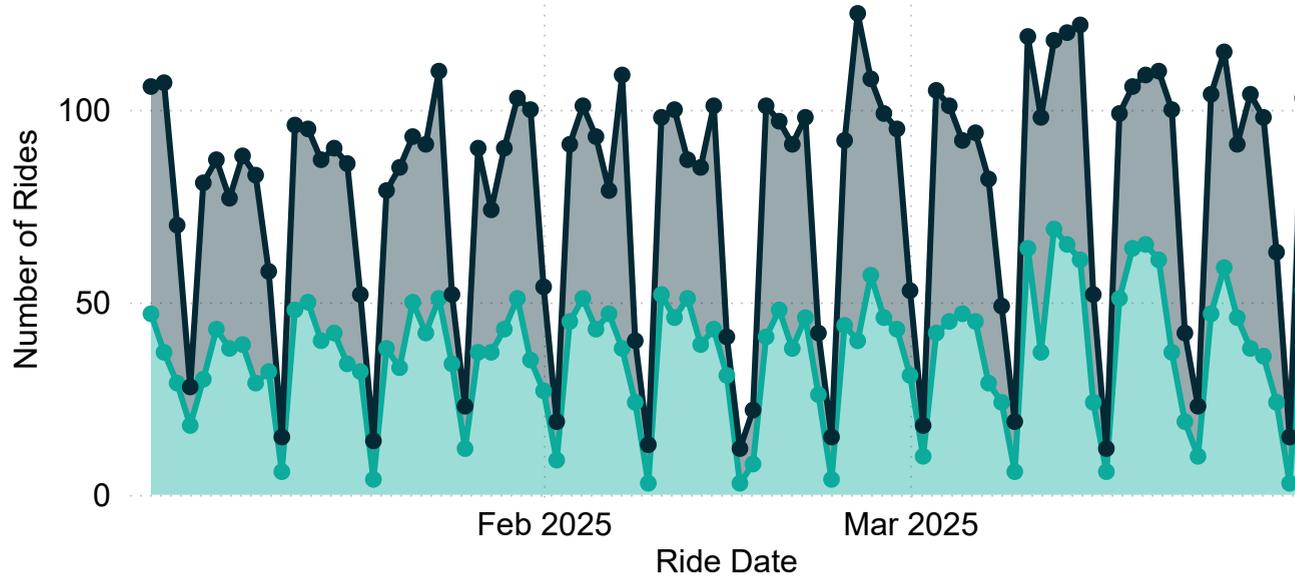
4.49

Average Time On-Board (min)

15.51

Daily Ridership

● Micro ● Specialized



Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	243	1891	2134
App	1959	2143	4102
Total	2202	4034	6236

Overall NT+ (Contract) Voyago Service Metrics - 2025 (Q1)

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

70,856

Number of Trips

63,453

Number of Accessible Trips

4,705

Number of Micro Trips with an Accessibility Device

1,130

Average Direct Distance (km)

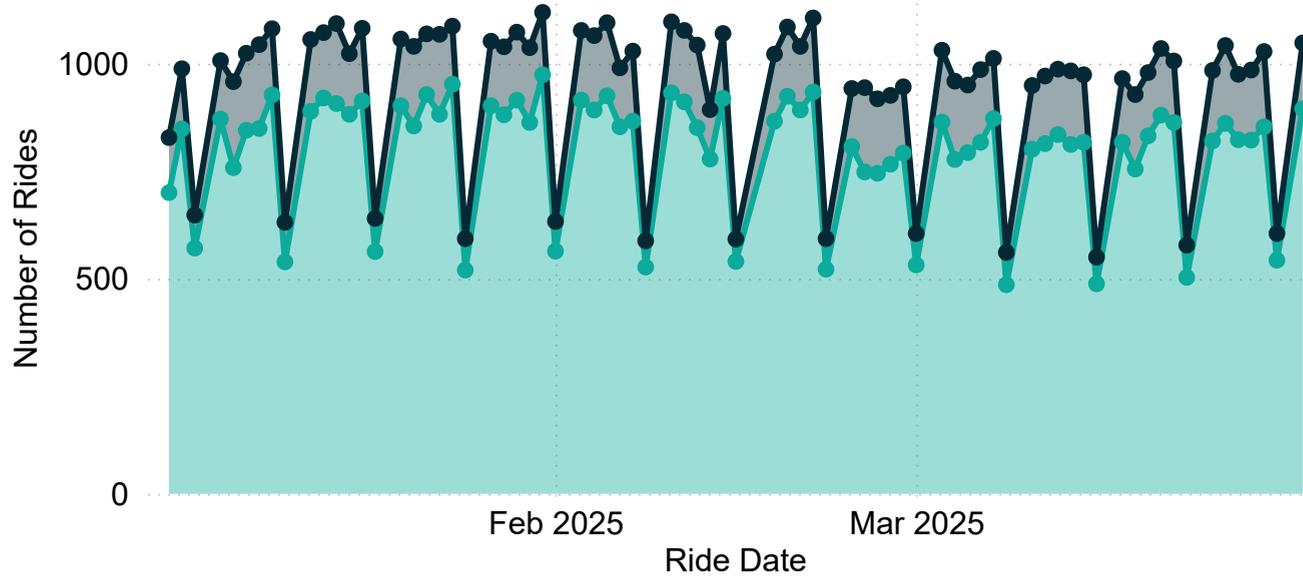
10.10

Average Time On-Board (min)

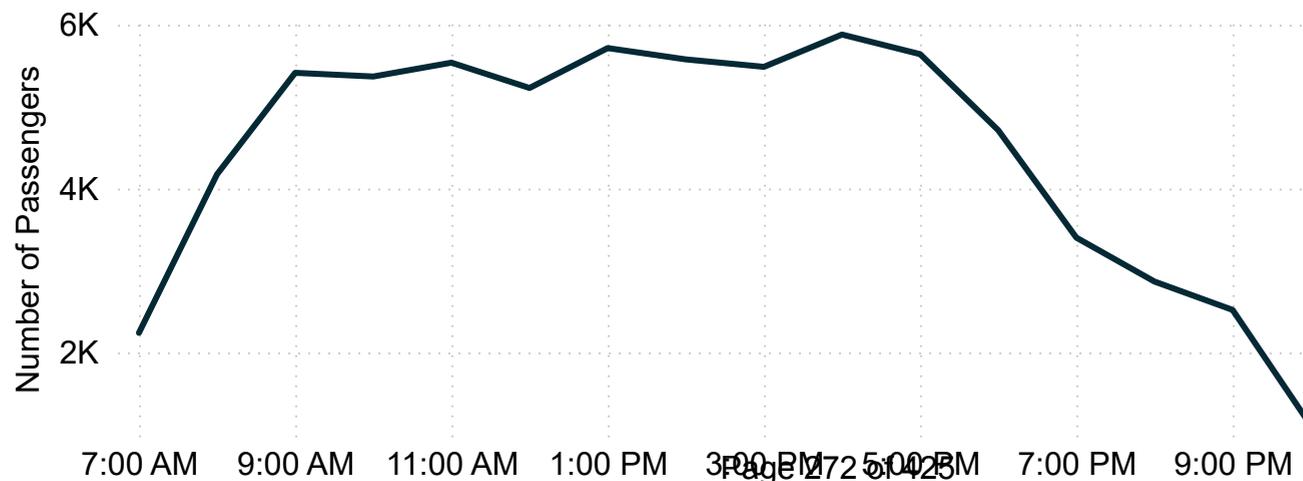
17.42

Daily Ridership

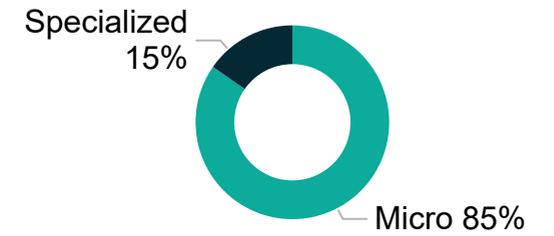
● Micro ● Specialized



Peak Hours



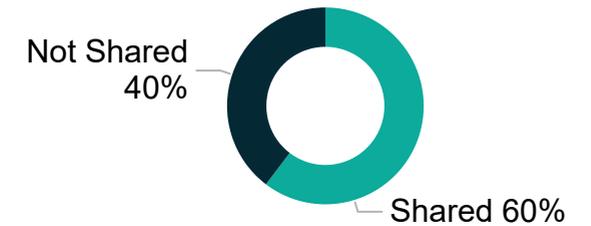
Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	1770	3843	5613
App	31432	23438	54870
Subscription	1	2969	2970
Total	33203	30250	63453

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Fort Erie

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

25,389

Number of Trips

21,732

Number of Accessible Trips

930

Number of Micro Trips with an Accessibility Device

491

Average Direct Distance (km)

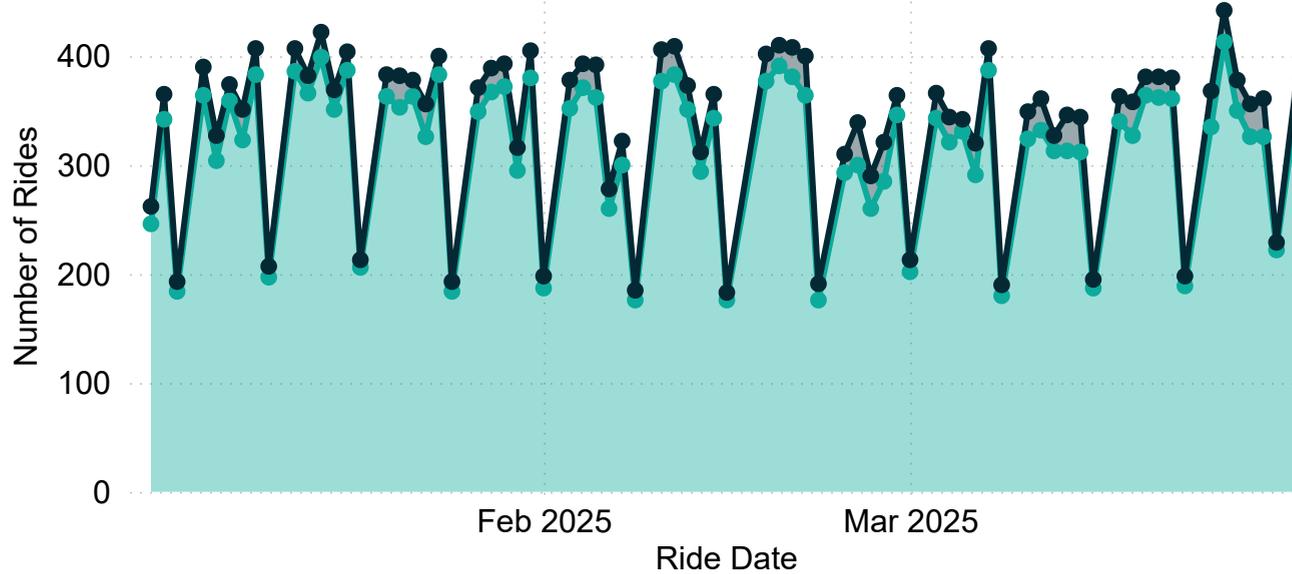
7.06

Average Time On-Board (min)

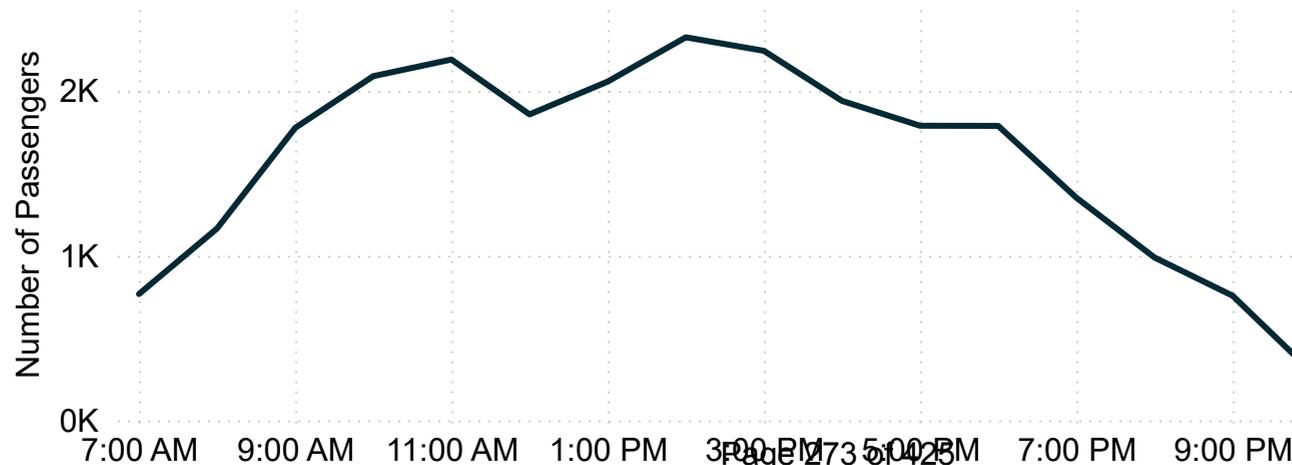
13.98

Daily Ridership

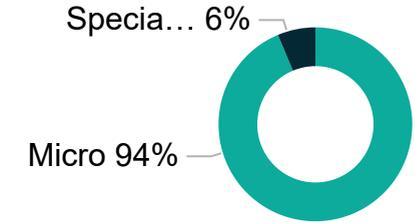
● Micro ● Specialized



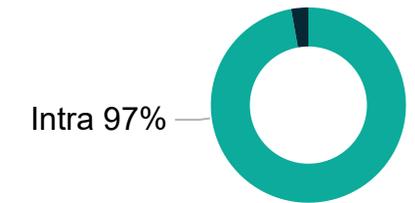
Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	963	960	1923
App	13525	5775	19300
Subscription		509	509
Total	14488	7244	21732

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Grimsby

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

6,266

Number of Trips

5,910

Number of Accessible Trips

184

Number of Micro Trips with an Accessibility Device

95

Average Direct Distance (km)

10.29

Average Time On-Board (min)

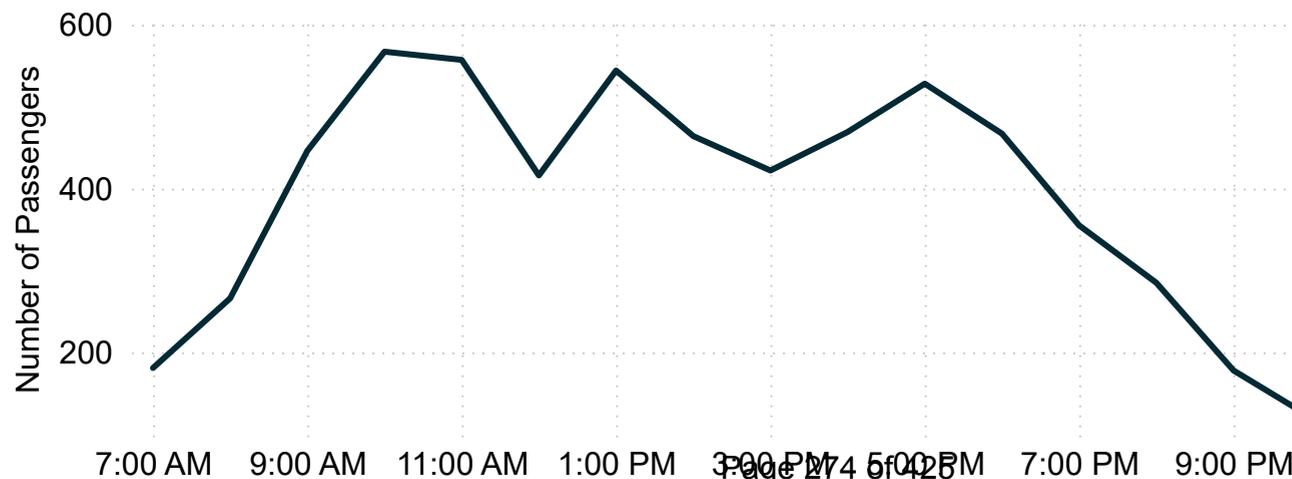
16.26

Daily Ridership

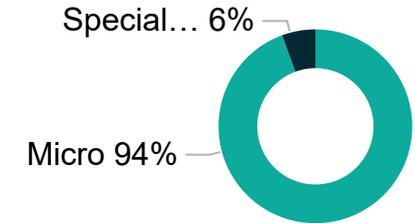
● Micro ● Specialized



Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	177	186	363
App	2743	2630	5373
Subscription		174	174
Total	2920	2990	5910

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Lincoln

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

6,914

Number of Trips

6,474

Number of Accessible Trips

266

Number of Micro Trips with an Accessibility Device

171

Average Direct Distance (km)

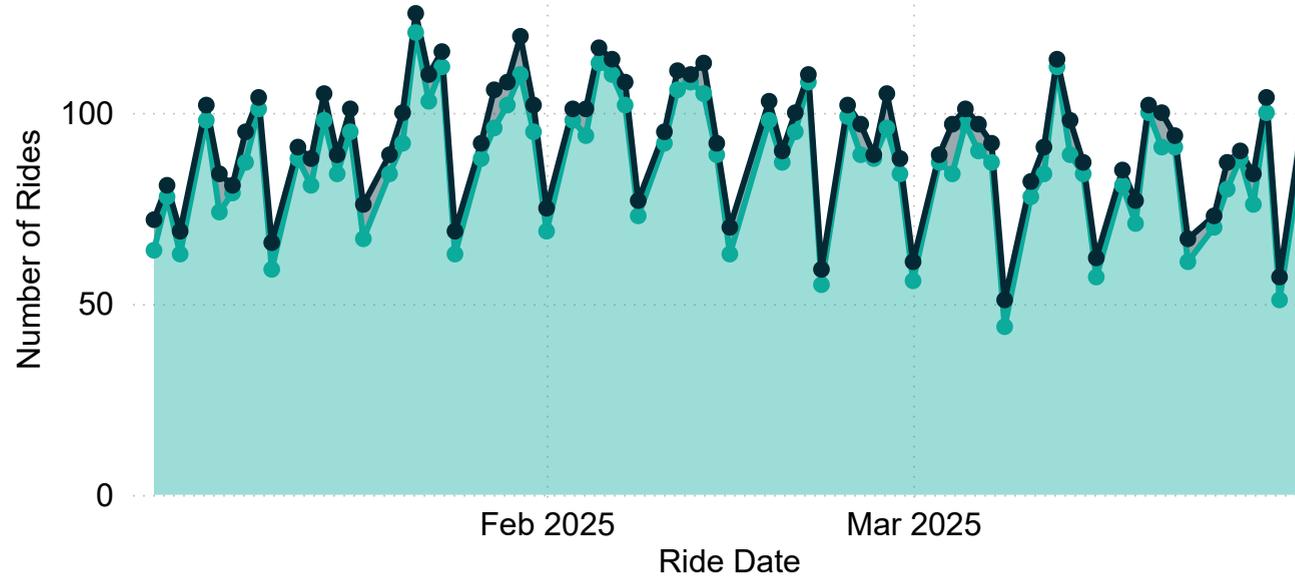
11.96

Average Time On-Board (min)

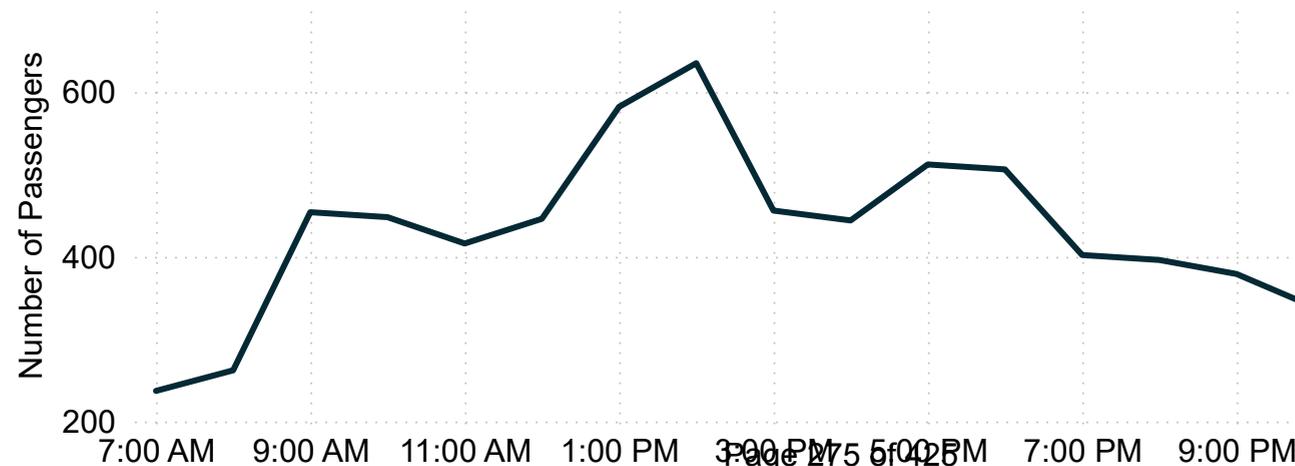
18.27

Daily Ridership

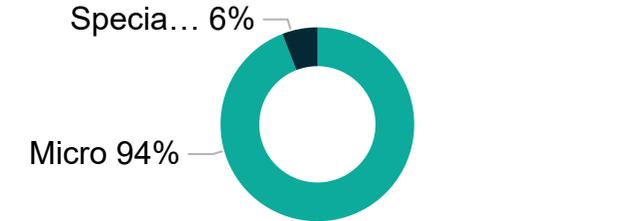
● Micro ● Specialized



Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	116	150	266
App	2979	3095	6074
Subscription		134	134
Total	3095	3379	6474

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Niagara Falls

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

2,179

Number of Trips

1,925

Number of Accessible Trips

680

Number of Micro Trips with an Accessibility Device

2

Average Direct Distance (km)

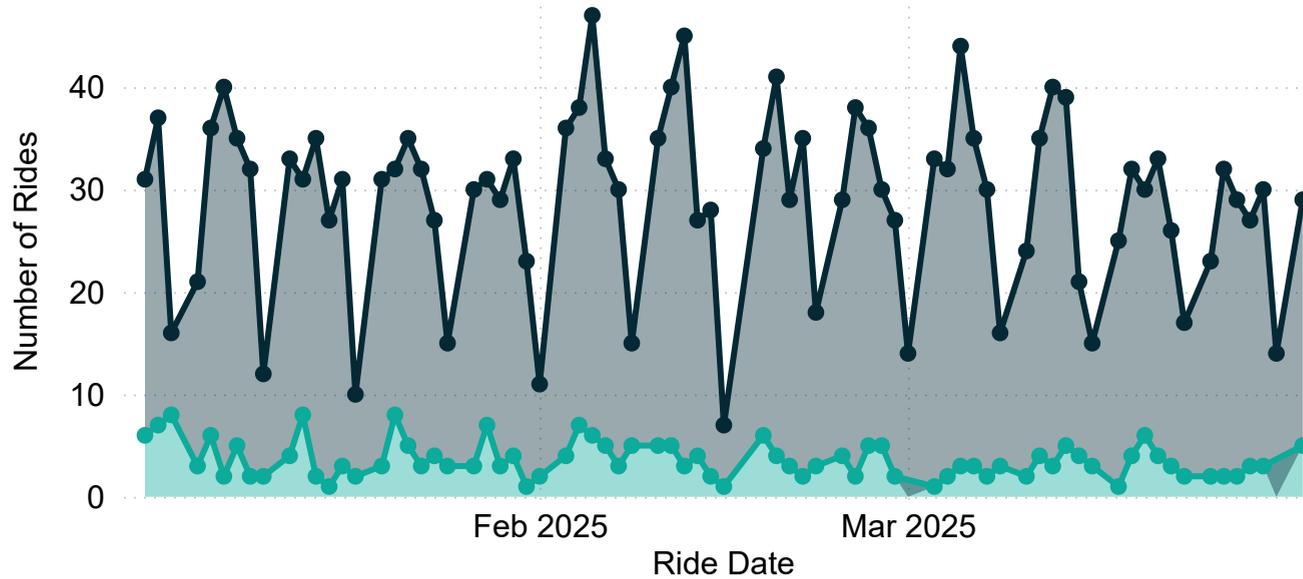
20.30

Average Time On-Board (min)

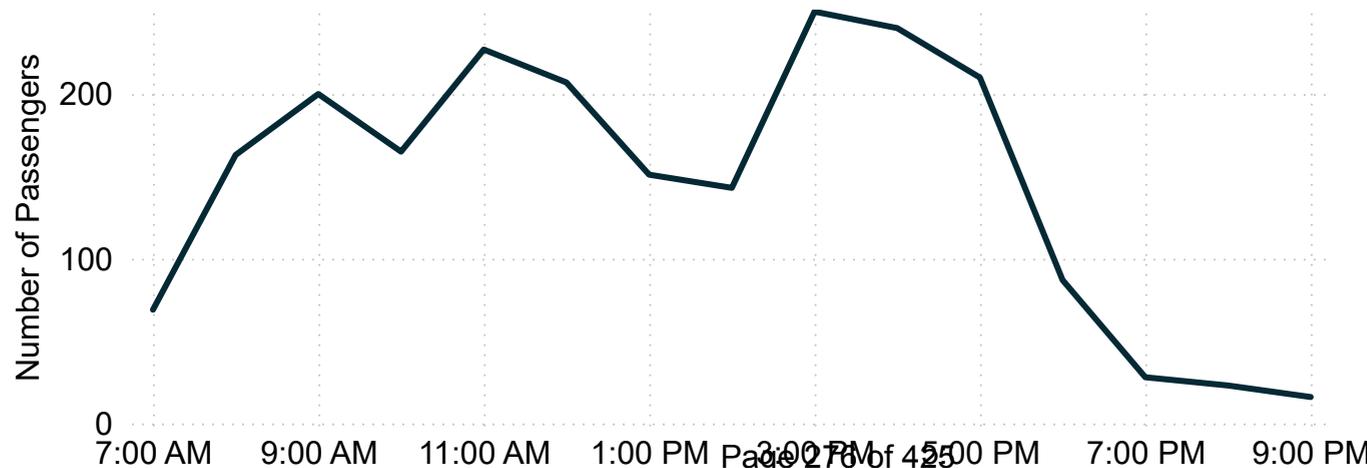
33.30

Daily Ridership

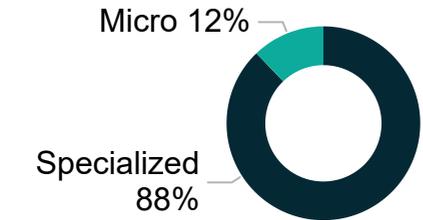
● Micro ● Specialized



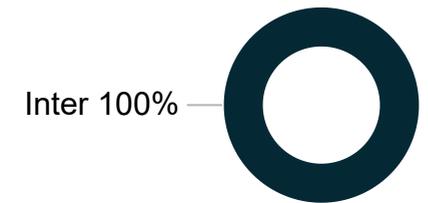
Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	62	596	658
App	123	642	765
Subscription		502	502
Total	185	1740	1925

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Niagara-on-the-Lake

Number of Passengers
15,736

Number of Trips
14,549

Number of Accessible Trips
332

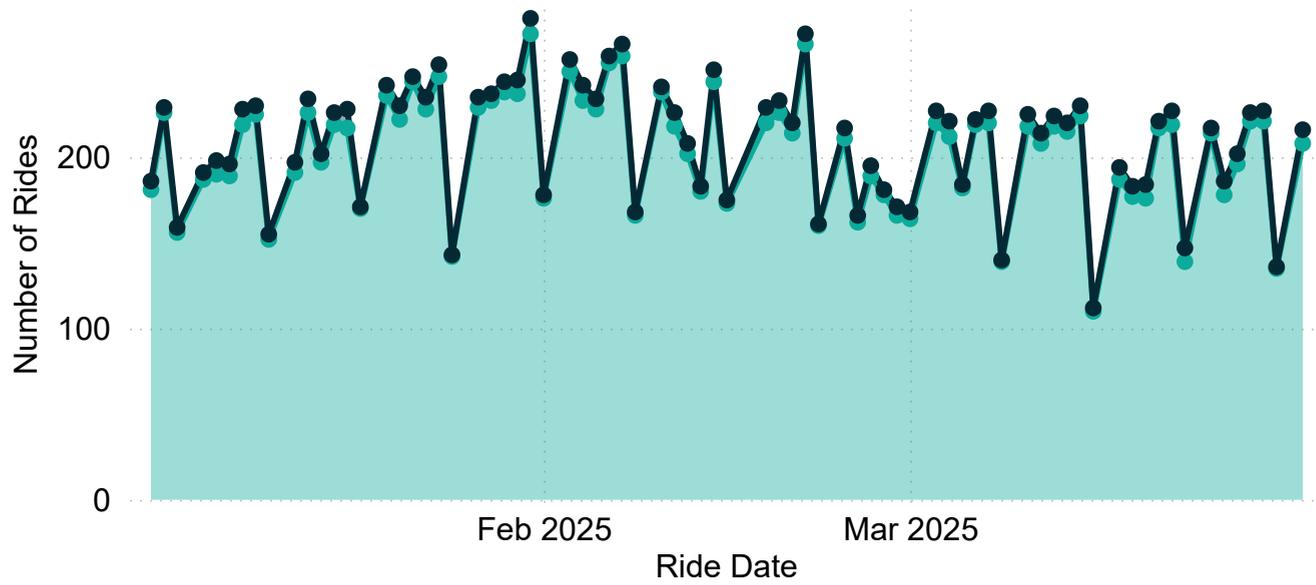
Number of Micro Trips with an Accessibility Device
214

Average Direct Distance (km)
7.42

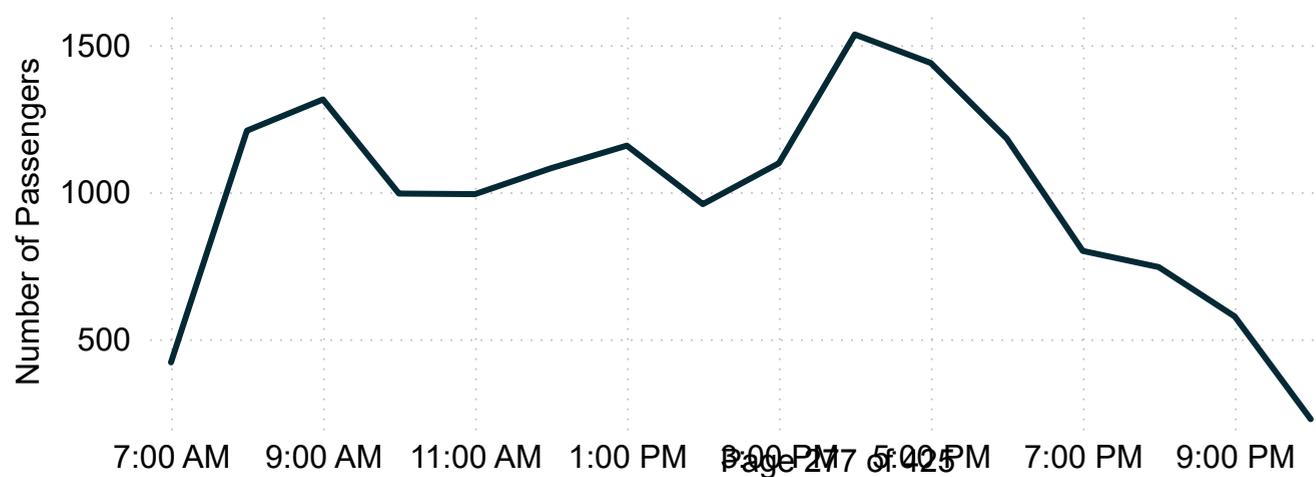
Average Time On-Board (min)
14.69

Daily Ridership

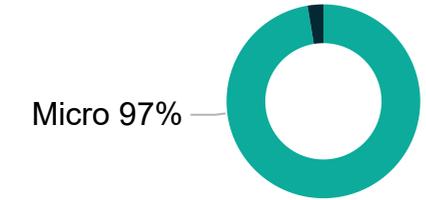
● Micro ● Specialized



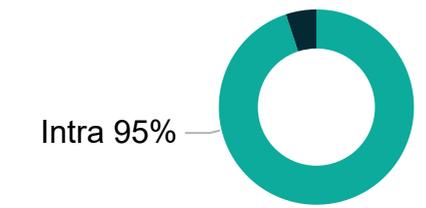
Peak Hours



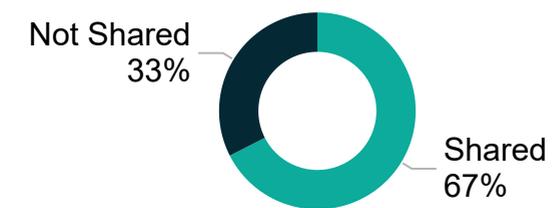
Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	118	112	230
App	8910	5300	14210
Subscription		109	109
Total	9028	5521	14549

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Pelham

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

1,520

Number of Trips

1,458

Number of Accessible Trips

210

Number of Micro Trips with an Accessibility Device

79

Average Direct Distance (km)

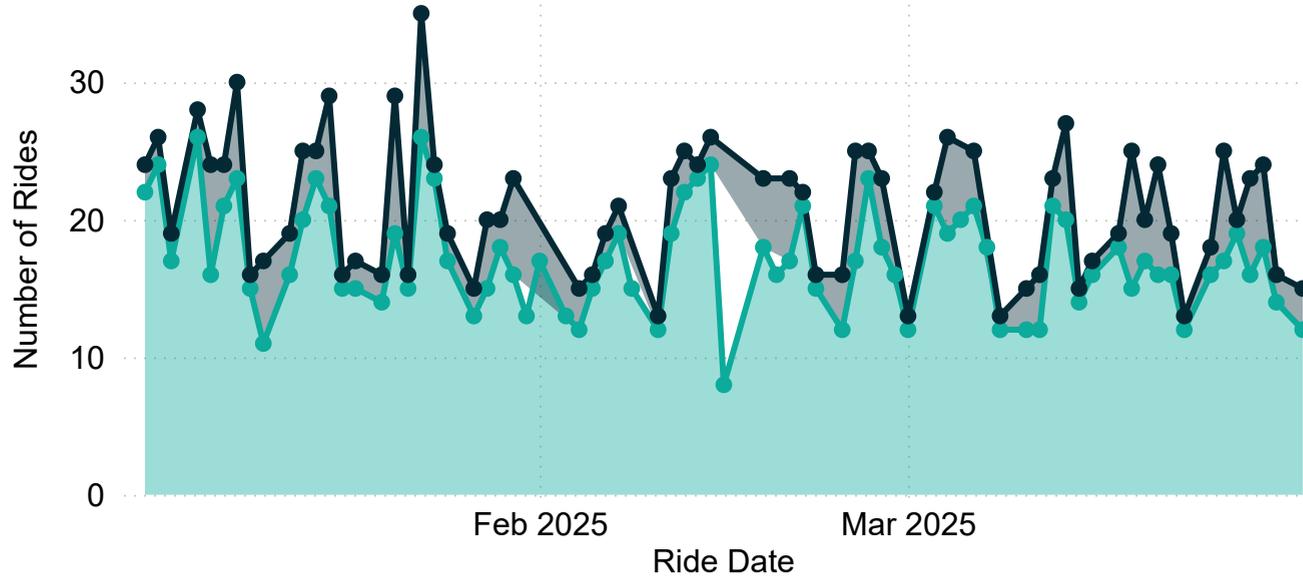
11.03

Average Time On-Board (min)

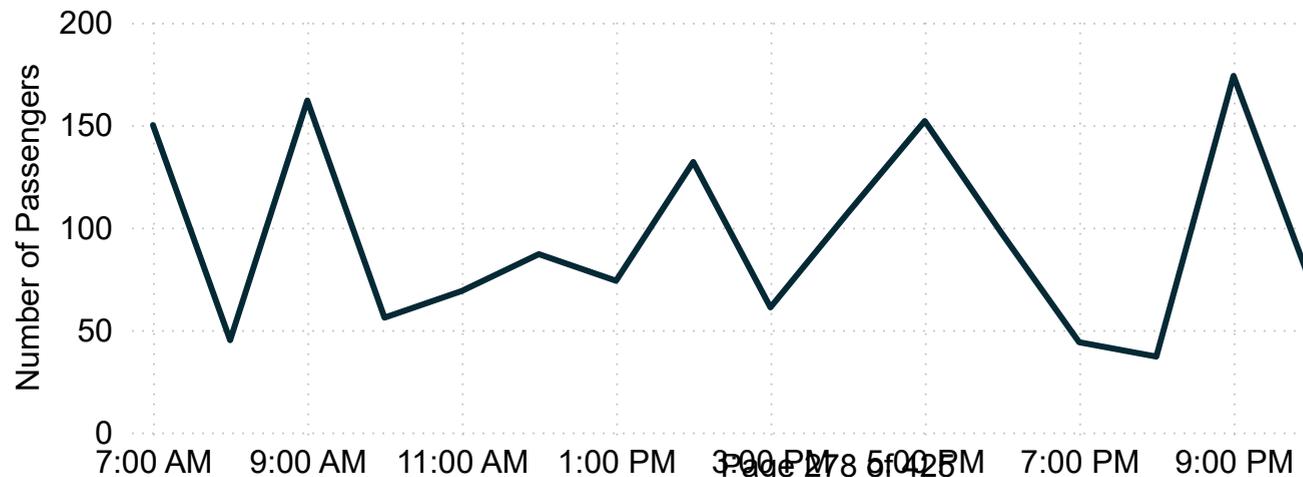
18.14

Daily Ridership

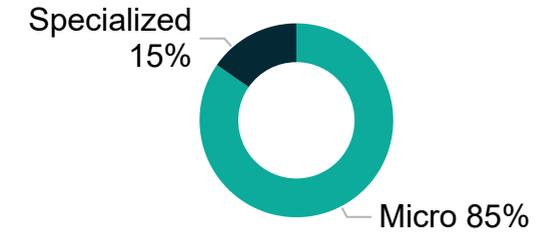
● Micro ● Specialized



Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Subscription		97	97
App	506	666	1172
Agent	45	144	189
Total	551	907	1458

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Port Colborne

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

3,750

Number of Trips

3,157

Number of Accessible Trips

205

Number of Micro Trips with an Accessibility Device

38

Average Direct Distance (km)

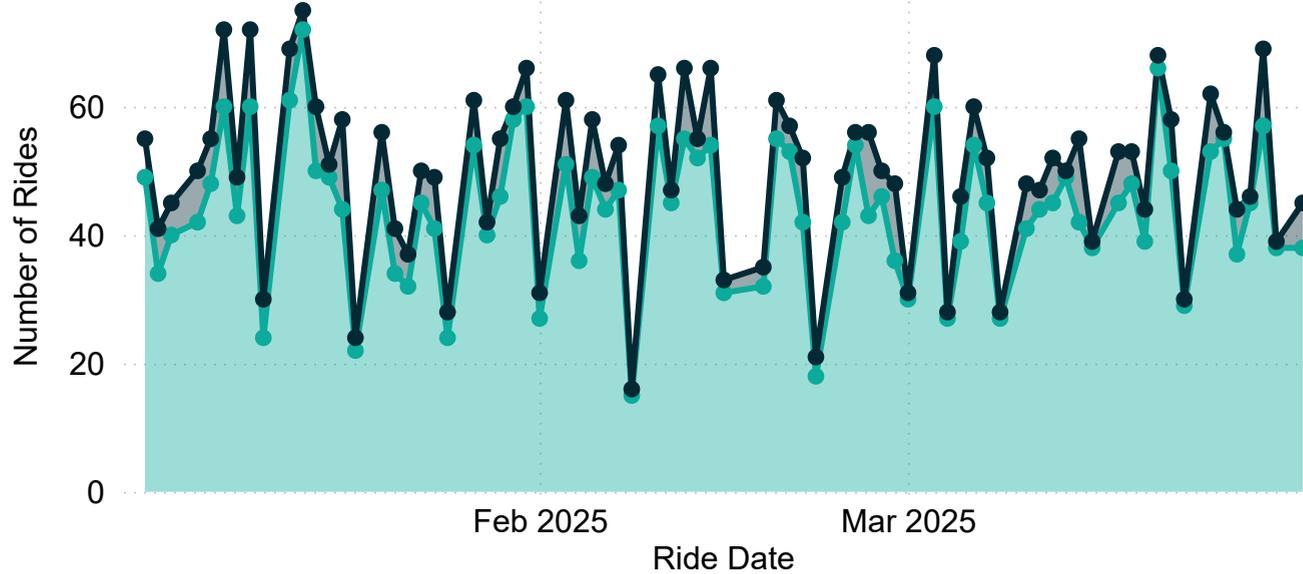
6.62

Average Time On-Board (min)

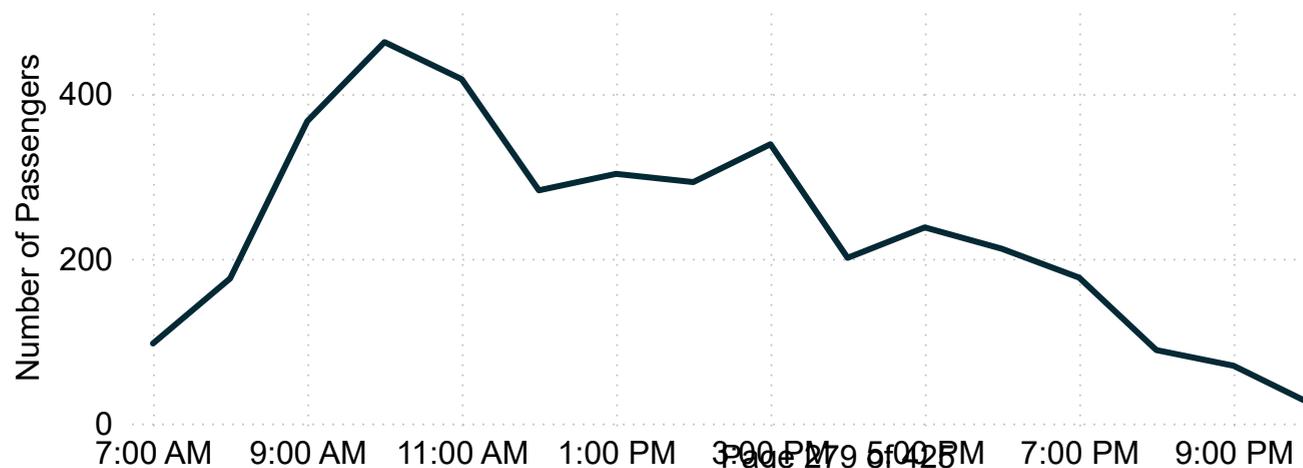
13.19

Daily Ridership

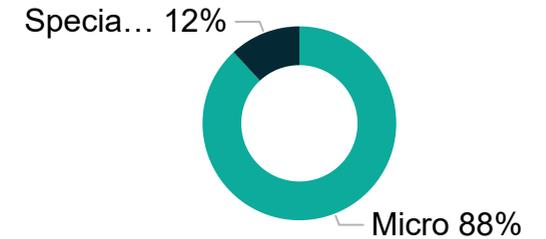
● Micro ● Specialized



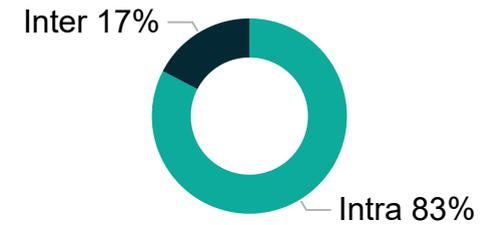
Peak Hours



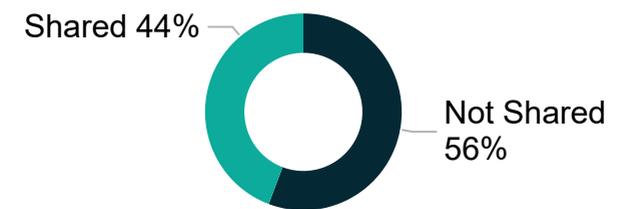
Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	106	247	353
App	1609	982	2591
Subscription		213	213
Total	1715	1442	3157

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - St. Catharines

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

4,509

Number of Trips

4,112

Number of Accessible Trips

813

Number of Micro Trips with an Accessibility Device

14

Average Direct Distance (km)

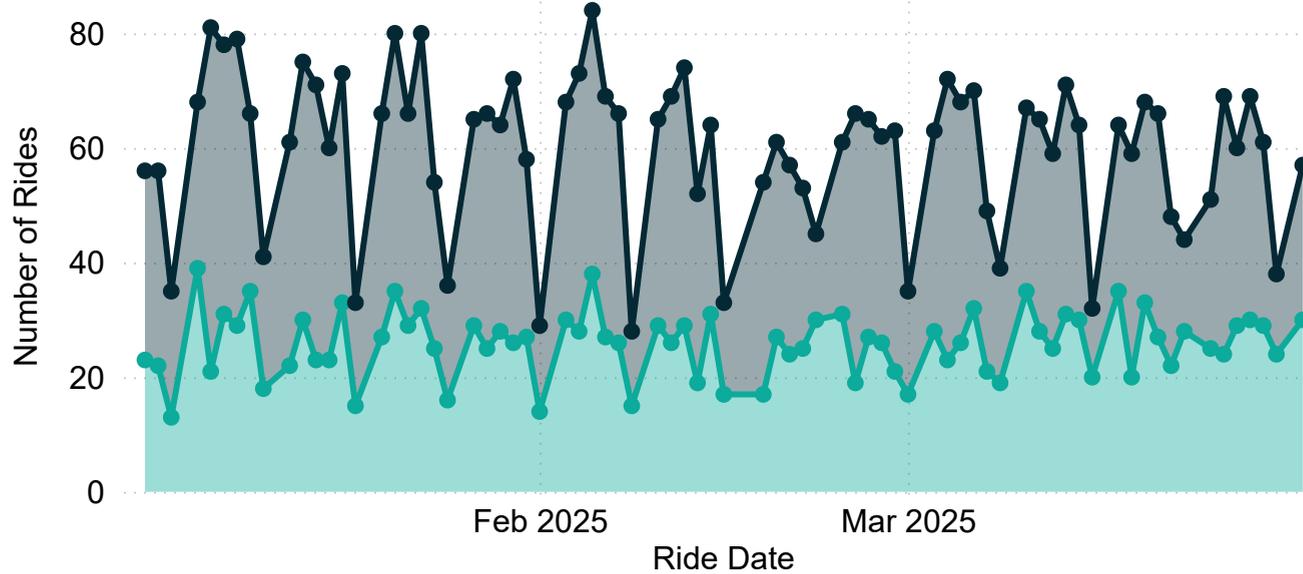
21.32

Average Time On-Board (min)

29.74

Daily Ridership

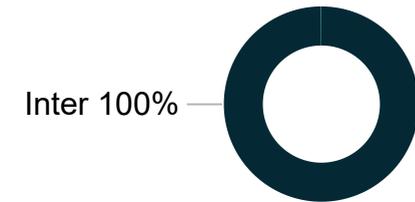
● Micro ● Specialized



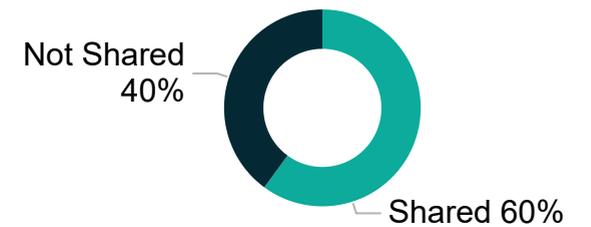
Service Type



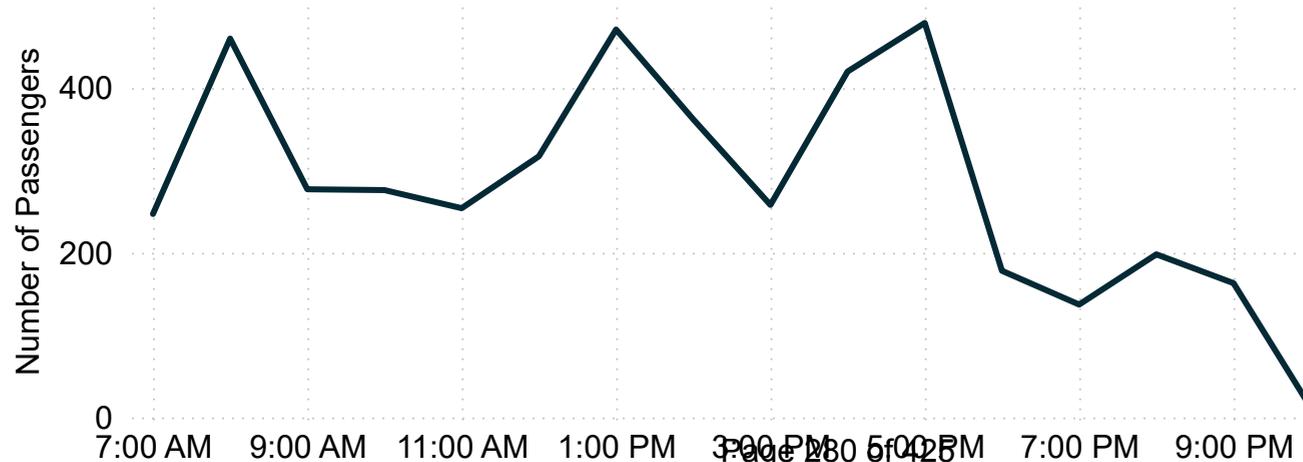
Trip Type



Trip Utilization



Peak Hours



Booking Method	Day Of	Pre-Booked	Total
Agent	98	710	808
App	525	2295	2820
Subscription		484	484
Total	623	3489	4112

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Thorold

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

1,101

Number of Trips

907

Number of Accessible Trips

379

Number of Micro Trips with an Accessibility Device

(Blank)

Average Direct Distance (km)

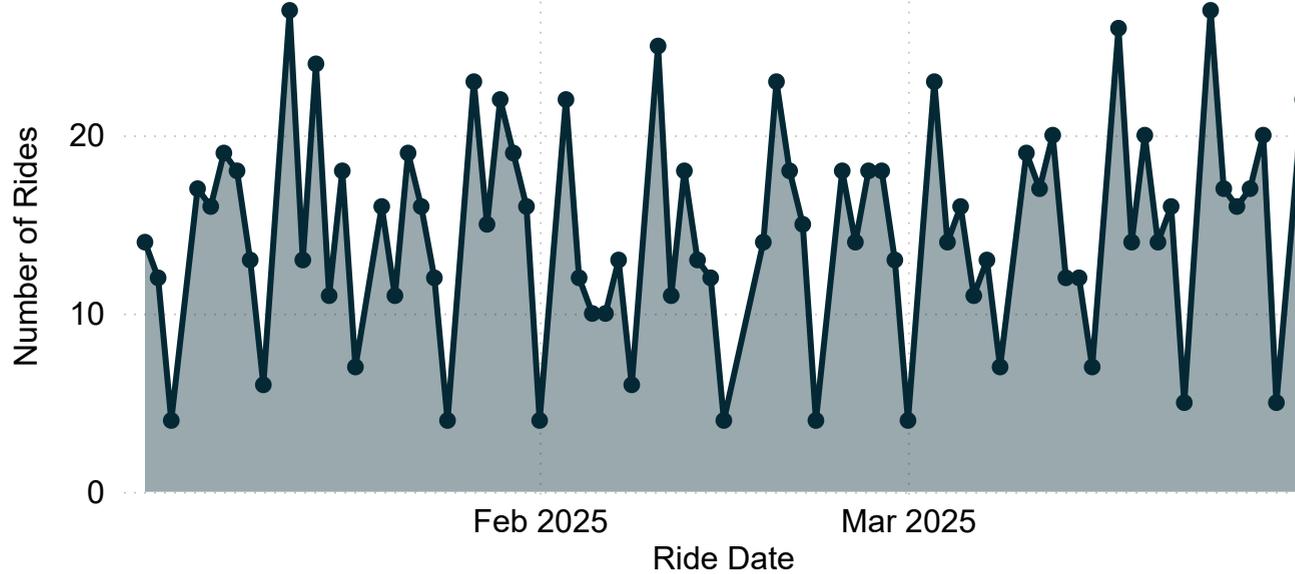
10.77

Average Time On-Board (min)

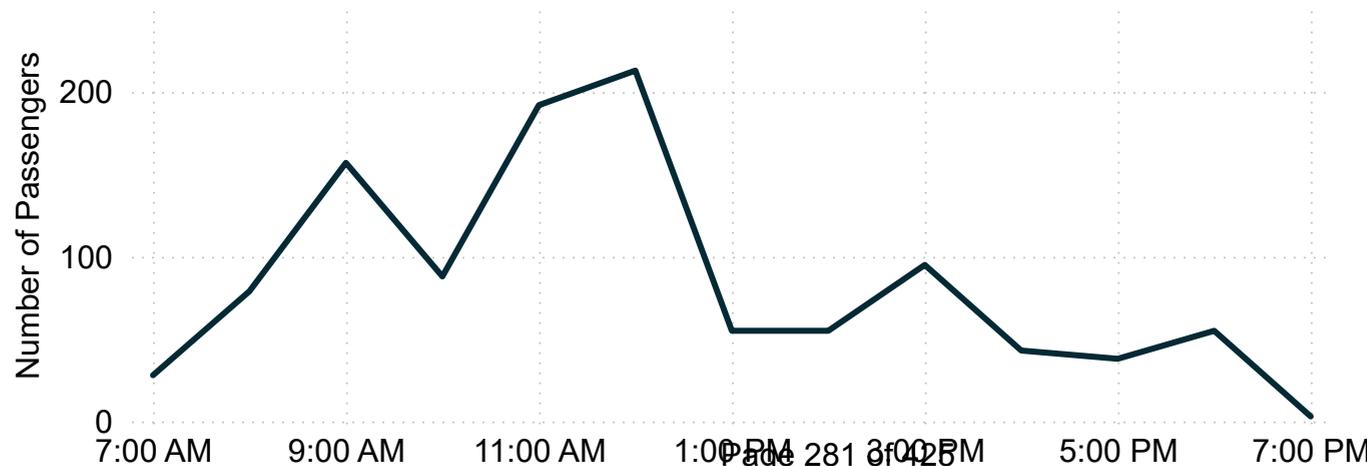
21.70

Daily Ridership

● Specialized



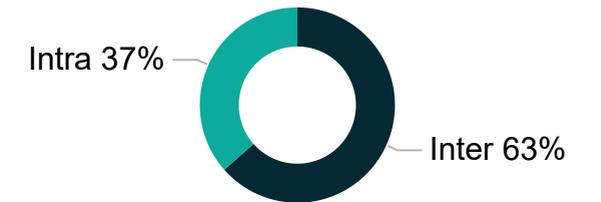
Peak Hours



Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	22	299	321
App	29	431	460
Subscription		126	126
Total	51	856	907

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Wainfleet

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

225

Number of Trips

219

Number of Accessible Trips

17

Number of Micro Trips with an Accessibility Device

2

Average Direct Distance (km)

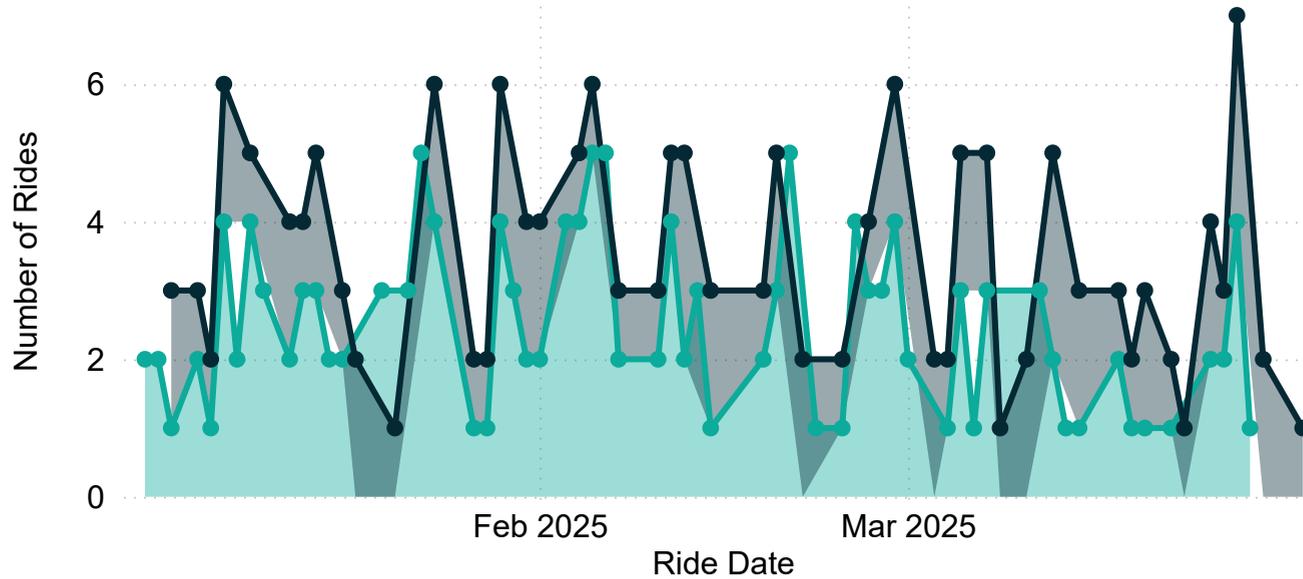
20.72

Average Time On-Board (min)

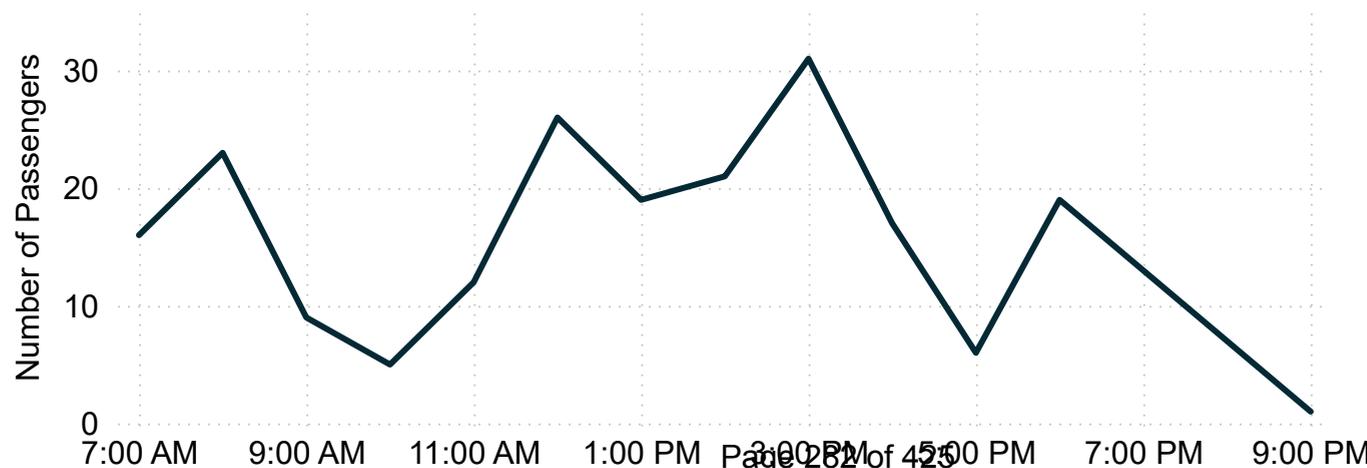
25.99

Daily Ridership

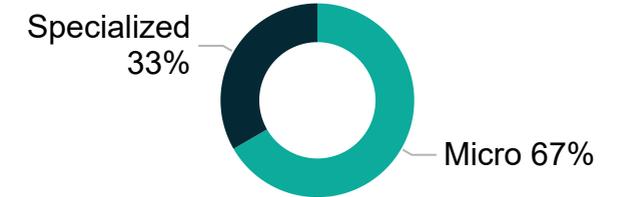
● Micro ● Specialized



Peak Hours



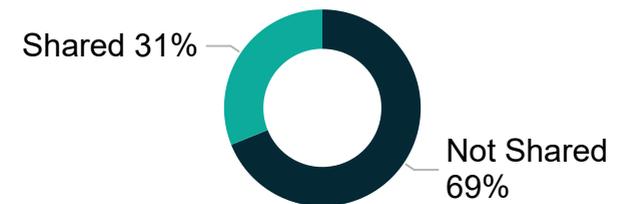
Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	4	36	
App	39	138	177
Subscription		2	2
Total	43	176	219

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - Welland

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

2,407

Number of Trips

2,204

Number of Accessible Trips

651

Number of Micro Trips with an Accessibility Device

4

Average Direct Distance (km)

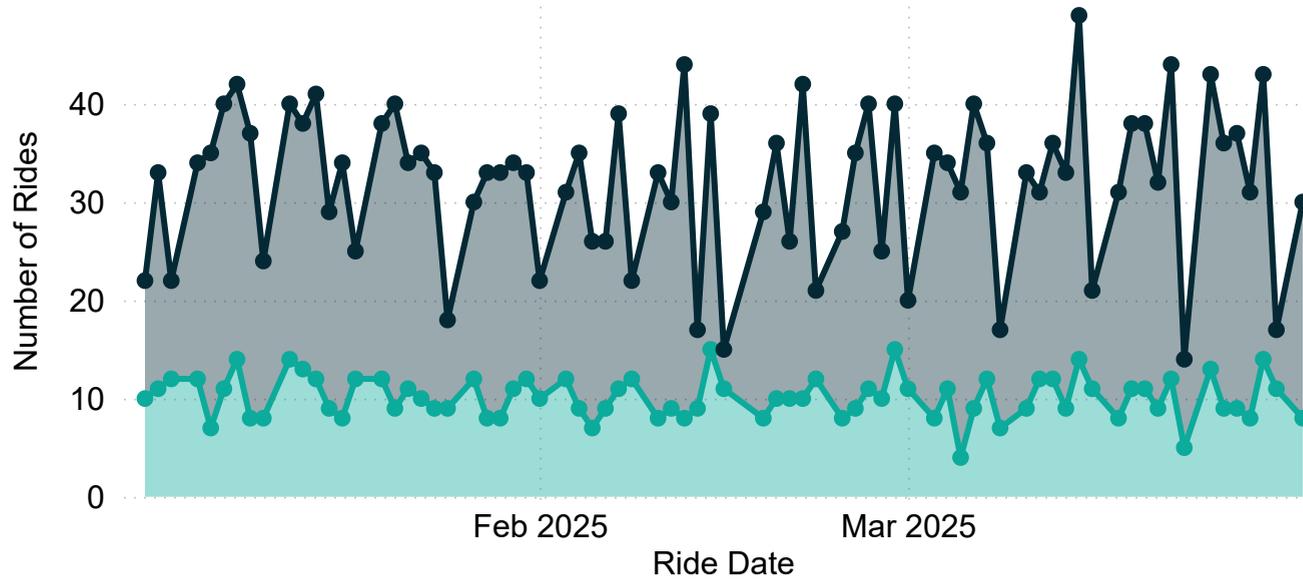
20.32

Average Time On-Board (min)

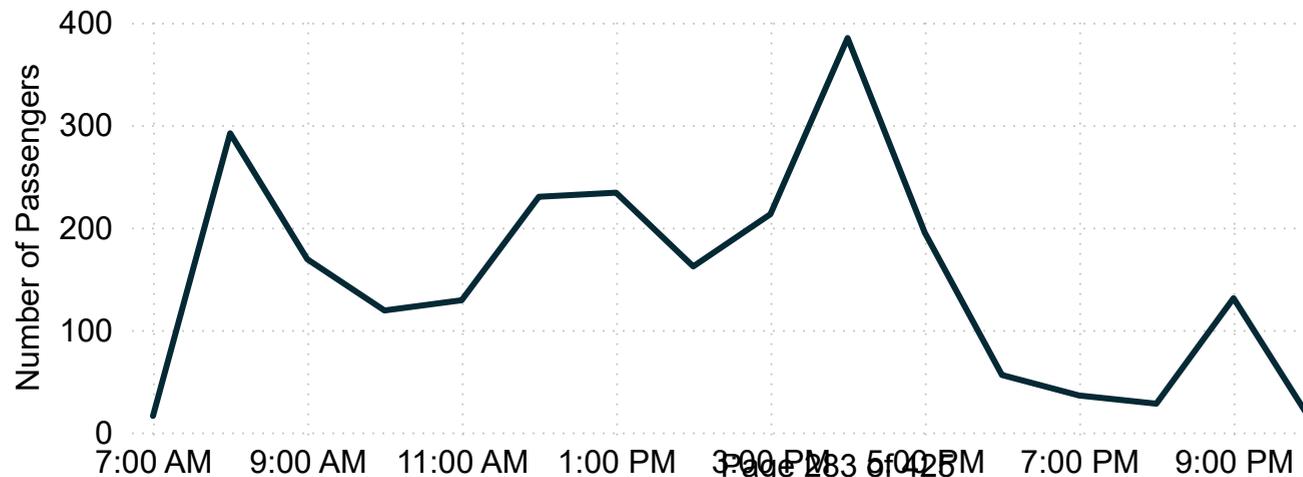
31.66

Daily Ridership

● Micro ● Specialized



Peak Hours



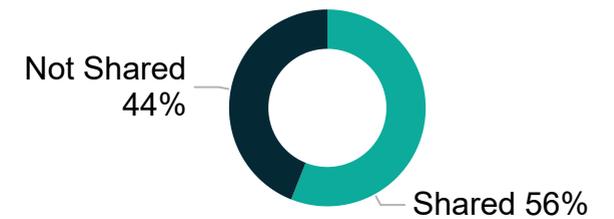
Service Type



Trip Type



Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	45	370	415
App	217	965	1182
Subscription	1	606	607
Total	263	1941	2204

NT+ (Contract) Voyago 2025 (Q1) Service Metrics - West Lincoln

NTC-C 14-2025
April 15, 2025
Appendix 1

Number of Passengers

819

Number of Trips

773

Number of Accessible Trips

29

Number of Micro Trips with an Accessibility Device

20

Average Direct Distance (km)

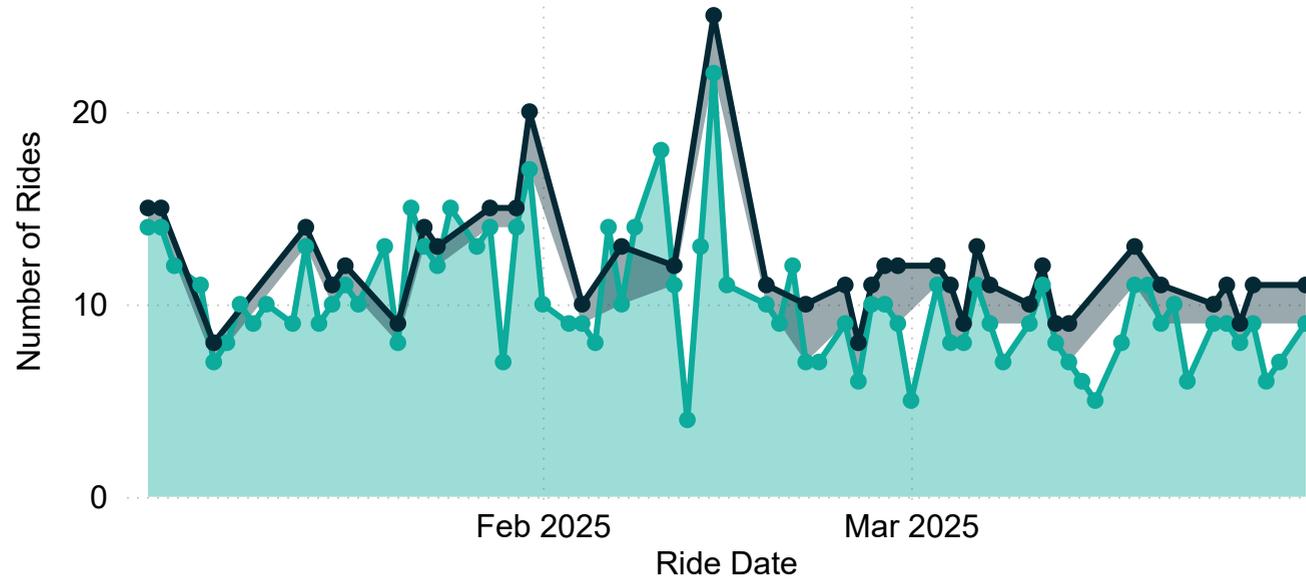
21.31

Average Time On-Board (min)

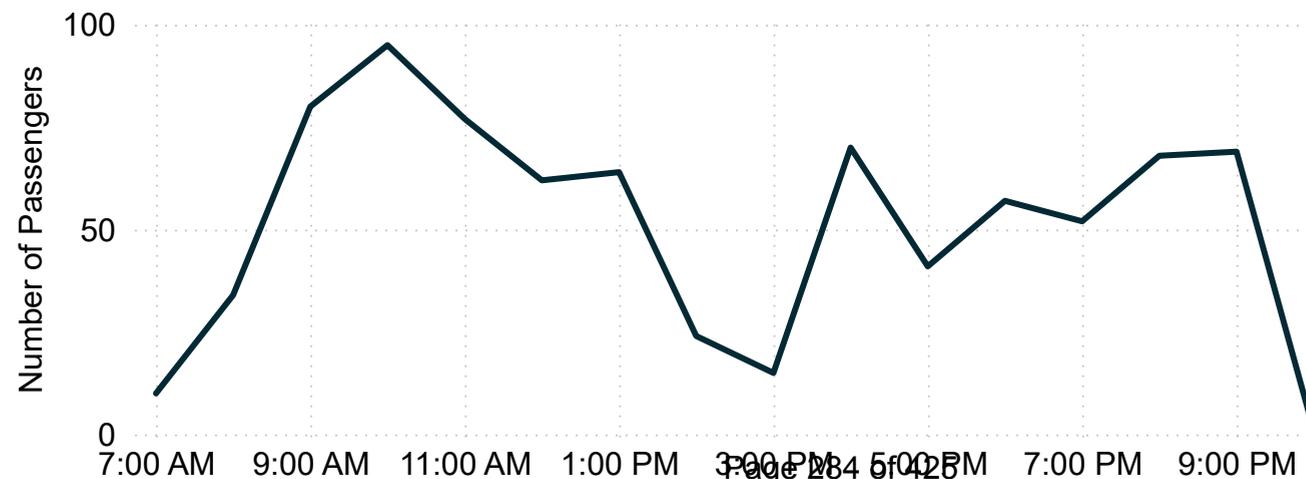
28.33

Daily Ridership

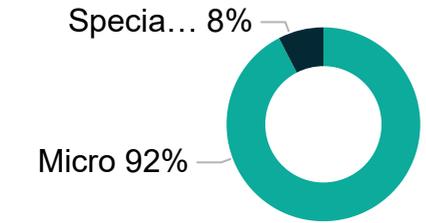
● Micro ● Specialized



Peak Hours



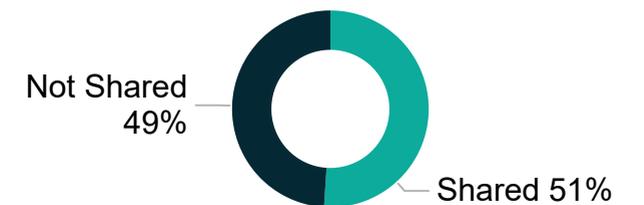
Service Type



Trip Type



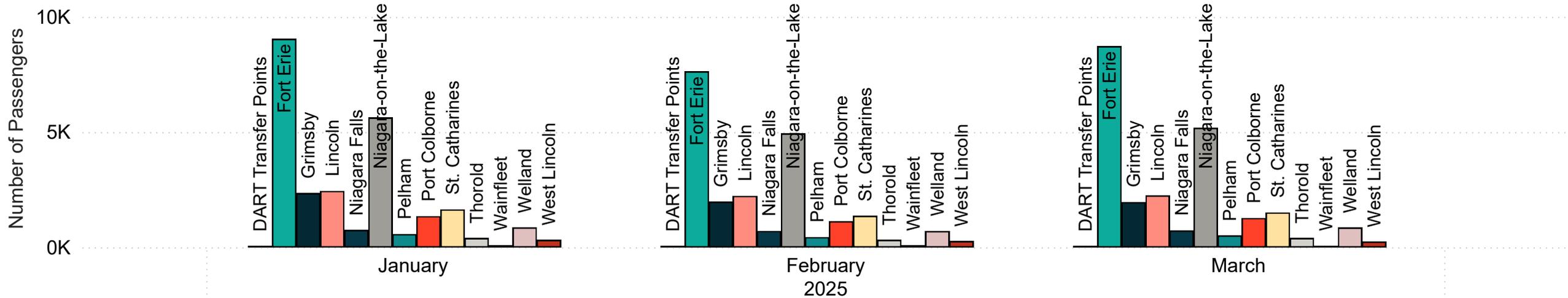
Trip Utilization



Booking Method	Day Of	Pre-Booked	Total
Agent	10	12	22
App	226	512	738
Subscription		13	13
Total	236	537	773

Overall NT+ (Contract) Voyago Trip Origin Metrics - 2025 (Q1)

Ridership By Trip Origin



Origin Municipality	DART Transfer Points	Fort Erie	Grimsby	Lincoln	Niagara Falls	Niagara-on-the-Lake	Pelham	Port Colborne	St. Catharines	Thorold	Wainfleet	Welland	West Lincoln	Total
DART Transfer Points		5	1		8	1			18	1			7	41
Fort Erie	5	24670			200	3		125	133	33			220	25389
Grimsby	1		3910	1070	13	1	29	33	871	9		4	46	6266
Lincoln			1147	3362	17	36	32	31	1768	25		5	249	6914
Niagara Falls	9	152	12	23		351	1	20	912	137		13	549	2179
Niagara-on-the-Lake	1	2	1	40	457	14942	20		221	43			9	15736
Pelham			39	27	7	20	498	30	282	19		14	576	1520
Port Colborne		100	22	5	25		28	3098	24	5		78	342	3750
St. Catharines	19	116	829	1378	880	268	227	28	2	283		15	326	4509
Thorold	1	32	16	25	141	65	18	5	323	402			65	1101
Wainfleet				4	13		21	53	15	1			108	225
Welland	8	234	10	277	507	8	514	331	340	62		68		2407
West Lincoln			270	279	1		17	4	141	31		18	58	819
Total	44	25311	6257	6490	2269	15695	1195	3758	5050	1051	215	2555	756	70856

- **Agent Booking Method** - Rides that are booked by phoning in and speaking with a customer service representative
- **App Booking Method** - Rides that are booked by using the Niagara Transit Plus application on a mobile device
- **Average Direct Distance** - The average distance in kilometres it would take to drive directly from origin to destination without any stops
- **Average Time On-Board** - The average time a passenger is spending on-board the vehicle
- **Day of Booking Type** - Rides that are booked on the same day of use
- **Inter Trip Type** - Rides that travel from one municipality to another, crossing municipal boundaries
- **Intra Trip Type** - Rides that stay within the municipal boundary in which the trip originated
- **Micro Daily Ridership** - Number of passengers taking micro transit trips per day
- **Micro Service Type** - Number of trips that are using the micro transit service
- **Number of Accessible** - Number of trips that are using either the micro or specialized transit service that are accessible, where the passenger is using a mobility device
- **Number of Micro Trips with Accessible Device** - Number of trips using the micro transit service that are accessible, where the passenger is using a mobility device
- **Number of Passengers** - Total number of passengers that have completed trips
- **Number of Trips** - Total number of trips being completed
- **Peak Hours** - Hours of the day that have the highest demand for ridership
- **Pre-Book Booking Type** - Rides that are booked in advance of the requested trip day
- **Specialized Daily Ridership** - Number of passengers taking specialized transit trips per day
- **Specialized Service Type** - Number of trips that are using the specialized transit service
- **Subscription Booking Method** - Trips that are booked once and happen on a recurring schedule ie. trips to dialysis

Township of Champlain

Resolution
Regular Council Meeting

Agenda Number: 11.1.
Resolution Number 2025-120
Title: Councillor Gerry Miner - Surveillance and Monitoring of Heavy Vehicles in Ontario
Date: April 24, 2025

Moved By: Gérard Miner
Seconded By: Paul Burroughs

Whereas the Council of the Township of Champlain is of the opinion that additional surveillance and monitoring of heavy vehicles in Ontario is required to ensure the safety of other motorists, property owners, and pedestrians.

Be it resolved that the Township of Champlain calls upon the Government of Ontario to: increase surveillance and spot checks of all heavy vehicles travelling on Ontario roads; as well as monitoring the testing standards maintained by privately-owned heavy licensing facilities.

Be it further resolved that this resolution be forwarded to the Minister of Transportation of Ontario, the Minister of Municipal Affairs and Housing, the MPP Glengarry-Prescott-Russell, the Ontario Provincial Police, AMO and all municipalities in Ontario.

Carried

Certified True Copy of Resolution

Alison Collard, Clerk Date:

Canton de Champlain
Résolution
Réunion régulière du Conseil

No. du point à l'ordre du jour: 11.1.
No. du point 2025-120
Titre: Conseiller Gerry Miner - Surveillance et contrôle des véhicules lourds en Ontario
Date: le 24 avril 2025

Proposée par: Gérard Miner
Appuyée par: Paul Burroughs

Attendu que le Conseil du Canton de Champlain est de l'avis qu'une surveillance et un contrôle accrus des véhicules lourds en Ontario sont nécessaires pour assurer la sécurité des autres automobilistes, des propriétaires fonciers et des piétons.

Qu'il soit résolu que le Canton de Champlain demande au gouvernement de l'Ontario d'accroître la surveillance et les vérifications de tous les véhicules lourds circulant sur les routes de l'Ontario, et de contrôler les normes de vérification maintenues par les installations privées d'immatriculation des véhicules lourds; et

De plus, qu'il soit résolu que cette résolution soit transmise au ministre des Transports de l'Ontario, au ministre des Affaires municipales et du Logement, au député provincial de Glengarry-Prescott-Russell, à la Police provinciale de l'Ontario, à l'AMO et à toutes les municipalités de l'Ontario.

Adoptée

Copie certifiée conforme

Alison Collard, greffière Date :



GEORGINA

Legislative Services Department/Clerk's Division

April 7, 2025

Via email; premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
TORONTO, Ontario M7A 1A1

The Honourable Premier Ford:

Re: Resolution regarding Salt Management

Please be advised that Town Council adopted the following motion concerning Salt Management;

RESOLUTION NO. C-2025-0077

Moved By Councillor Neeson
Seconded By Regional Councillor Davison

WHEREAS road salt is a known toxic substance designated under the Canadian Environmental Protection Act because of tangible threats of serious and irreversible environmental and public health concerns associated with road salt; and

WHEREAS salt levels in Ontario's groundwater aquifers, creeks, rivers, and lakes have increasingly worsened since the 1970s, seriously affecting municipal drinking water sources and aquatic life; and

WHEREAS Lake Simcoe is our closest freshwater lake and is the 4th largest inland lake within Ontario, host to a number of functions including a biodiverse habitat for over 56 species of fish, the source water for municipal drinking water for hundreds of thousands of residents within the watershed, including 41,000 here in the Town of Georgina, and the many other recreational and commercial functions it serves; and

WHEREAS Lake Simcoe's salinity concentrations have increased over 500% since monitoring began over the past 50 years, with the primary contributor being runoff from the use of salt for winter maintenance; and

WHEREAS the Ontario and Canadian governments have taken many actions over the past 25 years including setting water quality guidelines, developing voluntary codes of practice, signing the Canada-Ontario Great Lakes Agreement, and holding workshops, yet still the salt problem continues to grow; and

WHEREAS numerous situation analyses have recommended salt solutions involving liability protection, contractor certification, government-approved Best Management Practices (BMPs) and salt management plans; and

WHEREAS increased numbers of slip and fall claims, and other injury/collision claims related to snow and ice, are resulting in salt applicators overusing salt beyond levels considered best practices; and

WHEREAS unlimited contractor liability is making it difficult or expensive for snow and ice management contractors to obtain insurance coverage, resulting in contractors leaving the business, thereby making it difficult for municipalities and private owners to find contractors; and

WHEREAS the Snow and Ice Management Sector (SMS) of Landscape Ontario is working with the Ontario government to institute a limited liability regime for snow and ice management, including enforceable contractor training/certification and government-approved BMPs for salt application; and

WHEREAS many Ontario municipalities have Salt Management Plans, but these often require updating in light of improved science and better salt management practices now available; and

WHEREAS The Town of Georgina shares fifty-two (52) kilometers of beautiful Lake Simcoe shoreline and all 288 square kilometers of the Town of Georgina are encompassed by sub-watersheds that drain into Lake Simcoe; and

WHEREAS road authorities that use salt, such as the Town of Georgina, must abide by, and benefit from, established provincial regulations around snow clearing and maintenance, whereas private contractors only have voluntary programs for salt use for private and commercial property management; and

WHEREAS the Town of Georgina has demonstrated great initiative in salt mitigation efforts including committing to the use of rock salt alternatives, installation of electronic spreader controllers on all material spreading units, reduced application rates when appropriate, use of pre-wet and brine when appropriate, and an updated salt management plan that outlines salt best management practices specific to the Corporation of the Town of Georgina's winter maintenance operations

NOW THEREFORE BE IT RESOLVED THAT:

1. That the Town of Georgina urges the Province of Ontario to work urgently with key stakeholders to develop limited liability legislation, including enforceable contractor training and a single set of provincially endorsed standard Best Management Practices for snow and ice management; and

2. That the Town of Georgina urges the Province of Ontario to create and fund an expert stakeholder advisory committee to advise the province and municipalities on the best courses of action to protect freshwater ecosystems and drinking water from the impacts of salt pollution; and

3. That the Town of Georgina continues to commit to the reduction of the use of road salt as much as possible while meeting local service levels and maintaining safety on roads and sidewalks; and

4. That a copy of this resolution be sent to all municipalities in York Region, all Lake Simcoe Watershed municipalities; all municipalities in Ontario; The Chippewas of Georgina Island First Nation and The Lake Simcoe Region Conservation Authority requesting their endorsement; The Association of Municipalities of Ontario (AMO); all Lake Simcoe Watershed MPPs; Conservation Ontario; The Ontario Salt Pollution Coalition; The Rescue Lake Simcoe Coalition; Minister Todd McCarthy (MECP); Attorney General Doug Downey, and The Honourable Premier Doug Ford.

Accordingly, we respectfully request your consideration of this resolution.

Sincerely,
FOR THE TOWN OF GEORGINA,



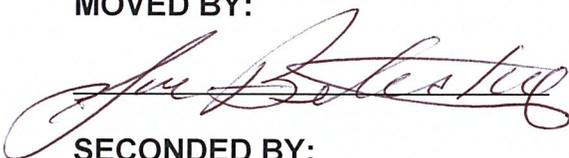
Carolyn Lance
Council Services Coordinator

cc: Minister Todd McCarthy, Ministry of Environment, Conservation and Parks; todd.mccarthy@pc.ola.org
The Honourable Doug Downey, Attorney-General; doug.downey@pc.ola.org
York Region municipalities
Ontario municipalities
Lake Simcoe Watershed municipalities
Lake Simcoe Region Conservation Authority; r.baldwin@LSRCA.on.ca
The Chippewas of Georgina Island First Nation; sylvia.mccue@georginaisland.com
Association of Municipalities of Ontario; resolutions@amo.on.ca
Lake Simcoe Watershed MPP's
Conservation Ontario; info@conservationontario.ca
Ontario Salt Pollution Coalition; dani@waterwatchers.ca
The Rescue Lake Simcoe Coalition; rescuelakesimcoecoalition@gmail.com



THE CORPORATION OF THE TOWN OF PARRY SOUND
RESOLUTION IN COUNCIL

NO. 2025 - 046

DIVISION LIST	YES	NO	DATE: April 15, 2025
Councillor G. ASHFORD	_____	_____	MOVED BY: 
Councillor J. BELESKEY	_____	_____	
Councillor P. BORNEMAN	_____	_____	SECONDED BY: 
Councillor B. KEITH	_____	_____	
Councillor D. McCANN	_____	_____	
Councillor C. McDONALD	_____	_____	
Mayor J. McGARVEY	_____	_____	

CARRIED: **DEFEATED:** _____ **Postponed to:** _____

WHEREAS inclusive, evidence-based scientific research leads to better outcomes for Canadians by ensuring that all voices and experiences are reflected in the development of knowledge, treatments, and innovations;

WHEREAS Canadian municipalities benefit directly from research-informed policies on public health, infrastructure, education, environmental protection, and economic development;

WHEREAS diverse and inclusive research teams have been shown to generate more innovative, practical, and impactful solutions, and yet many equity-deserving groups, including women, remain underrepresented in science and research careers;

WHEREAS inclusive research strengthens our economy, healthcare system, and ability to address national and global challenges;

THEREFORE BE IT RESOLVED that the Council of the Town of Parry Sound supports the national call for stronger federal support for inclusive research that reflects the diversity of Canadian communities;

AND BE IT FURTHER RESOLVED that this resolution be shared with other municipalities in Ontario, the Federation of Canadian Municipalities, and relevant provincial and federal representatives for consideration and support.



Mayor Jamie McGarvey



Subject: Museum Annual Report
To: Council
From: Museum and Culture Department

Report Number: 2025-109

Meeting Date: May 13, 2025

Recommendation:

That Museum and Culture Department Report 2025-109 be received.

Purpose:

The 2024 Annual Report can be found on the City's website here: [2024 Museum Annual Report](#). Curator to present the [2024 Annual Report](#) for the Department of Museum and Culture, as well as offer comments on Port Colborne Historical and Marine Museum's 50th Anniversary.

Background

The Port Colborne Historical and Marine Museum was established by a Council By-law in 1974. Port Colborne City Council appoints a Board of Directors to act on behalf of Council to provide oversight to Museum staff who are supervised by the Museum Director/Curator. In 2024 the terms of reference for the Board of Directors were revised to broaden the scope and is now the Museum, Heritage and Culture Board.

Department of Museum and Culture activities are governed by the policies and procedures in accordance with the Ontario Ministry of Tourism, Culture and Gaming standards for Community Museums in Ontario including the following 10 standards:

- Governance Standard
- Finance Standard
- Collections Standard
- Exhibition Standard
- Interpretation and Education Standard
- Research Standard

- Conservation Standard
- Physical Plant Standard
- Community Standard
- Human Resources Standard

The province has a fundamental commitment to the preservation, presentation and sustainability of the material culture of Ontario, through the community museums of the province. Museum's that achieve these standards are eligible to receive Community Museum Operating Grant (CMOG) funding annually. The Museum, Heritage and Culture Board and staff consistently uphold these standards and obtain this funding.

Discussion:

In 2024 Museum, Heritage and Culture Board welcomed 34,667 visitors to museum sites and events and offered a record amount of exhibits and programming. 2025 marks the 50th Anniversary of the Port Colborne Historical and Marine Museum and the Board upholds their mission to serve Port Colborne's residents and visitors by preserving, exhibiting and interpreting the arts, histories, and cultures of our City.

Internal Consultations:

Strategic plans for the Department of Museum and Culture were a collaborative process managed by the CAO, and in partnership with key stakeholders including the Museum Auxiliary and Friends of Roselawn Centre.

Financial Implications:

There are no financial implications.

Public Engagement:

No specific public engagement.

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:

The Department of Museum and Culture recommends the [2024 Annual Report](#) and 2025 exhibits and events be received, in addition to joining the community in celebrating heritage arts and culture for 50 years at the Port Colborne Historical and Marine Museum.

Appendices:

- a. Department Booklet
- b. Strategic Plan for the Department of Museum and Culture
- c. Museum Navigator

Respectfully submitted,

Stephanie Powell Baswick
Director of Museum and Culture
905 228 8069
Stephanie.baswick@portcolborne.ca

MUSEUM, HERITAGE, AND CULTURE



PORT COLBORNE



The Department of Museum and Culture is governed by the Port Colborne Museum, Heritage and Culture Board, who oversee the maintenance, control, operation, and management of the department while adhering to the policies and procedures of the City of Port Colborne and Council.

More Than a Museum

WHO WE ARE

We are a community-built museum which began as a concept of the residents of Port Colborne in 1974. Through the dedicated efforts of volunteers, community partners, and the dedicated staff of the City of Port Colborne, the Port Colborne Historical and Marine Museum opened on May 31st, 1975.

Since then, our site has expanded to include a Heritage Village, Marine Park, Arabella's Tea Room, the Captain J.W. Sharpe Heritage Resource Centre, the L.R. Wilson Heritage Research Archives, and the Roselawn Centre and our collection has grown upwards of 26,000 artifacts.



Volunteers are a vital and valuable part of the museum and help us navigate local history. Our volunteers help us carry Port Colborne's heritage towards future horizons and work in every area of our department!

VOLUNTEER POSITIONS

- Tours
- Programs
- Cataloguing and Conservation
- Archives
- Annual Events
- Arabella's Auxiliary
- Gardening

More Than a Museum

WHAT WE STRIVE TO BE

Our mission is to serve Port Colborne's residents and visitors by preserving, exhibiting, and interpreting the arts, histories, and cultures of Port Colborne and Humberstone.

We continuously strive to embrace and embody the values of:



ACCESSIBILITY



ACCOUNTABILITY



COLLABORATION



ENGAGEMENT



INNOVATION



INTEGRITY AND RESPECT



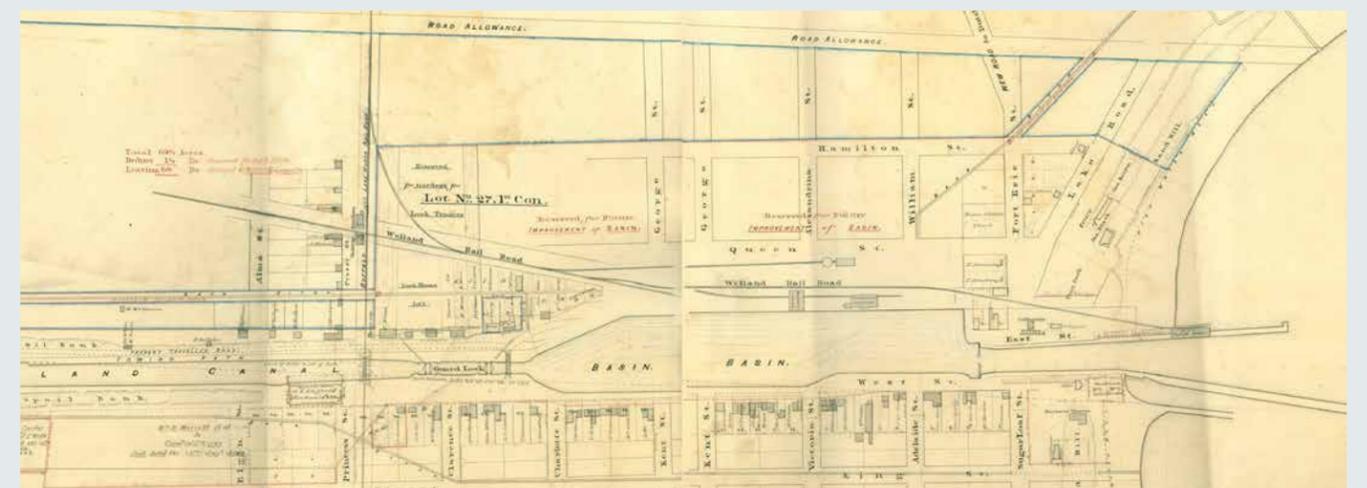
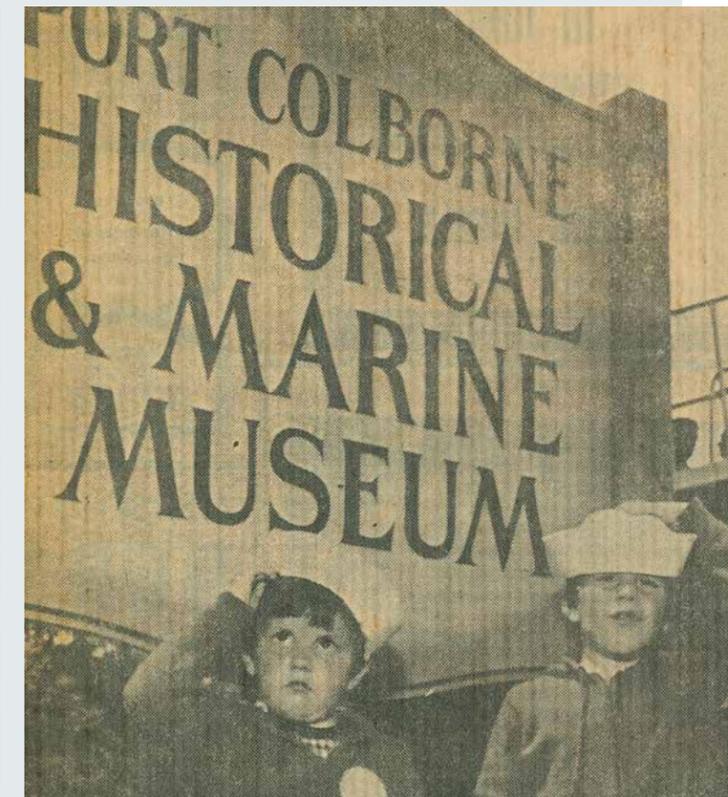
RESEARCH AND EDUCATION

Marine Heritage

WHERE WE ARE

Port Colborne is located at the southern terminus of the Welland Canal on the shore of Lake Erie. Its foundations as a community are based on the development of the marine industry, and the importance of the waterways.

As a marine museum, we showcase this significant history through the collection, preservation, and interpretation of marine artifacts.



Our Grounds

MARINE PARK & HERITAGE VILLAGE

Visit our grounds where heritage buildings are set among majestic trees and historic gardens. Take a stroll along the pathways, admire history in the marine park, and enjoy the shade in the memorial pavilion during your picnic lunch.



MARINE PARK

- Wheelhouse
- Anchor
- Lifeboat
- Marine Exhibit Lighthouse
- Ship Propeller



HERITAGE VILLAGE

- Carriage House
- Log Schoolhouse
- Graf Weaving Shed
- Sherk Log House
- Blacksmith Shop



Williams House

This Georgian Revival style home was built by John and Maria Judith Williams on property once owned by canal founder William Hamilton Merritt. It was bequeathed to the city by their daughter, Arabella Williams, in 1950. This building serves as the main exhibit space for the Port Colborne Historical and Marine Museum.



Arabella's Tea Room

Arabella's Tea Room was conceived in 1977 when community members started a Museum Auxiliary to operate a volunteer-run Edwardian-era Tea Room to support the work of the Port Colborne Historical and Marine Museum.

Volunteers of the Port Colborne Museum Auxiliary dedicate their time each season to baking fresh biscuits, serving tea, making jam, and running annual events like Arabella's Pie Social and the Grand Old Christmas Festival.



IMPORTANT DATES:

TEA FOR TWO:

During the first week of June, patrons can enjoy two servings of tea and biscuits for the price of one.

SHOPPER'S WEEK:

During the first week of December, patrons can enjoy Arabella's specialty Christmas Pudding and Caramel Sauce for a limited time.

L.R. Wilson Heritage Research Archives

The Archives provides a climate-controlled, accessible place for researchers looking for information on the history of Port Colborne and the area, including Humberstone Township, Humberstone Village, Petersburg, Stonebridge, and Wainfleet.

Our research collection includes documents, photographs, maps, newspapers, files, and books.

You can visit the Archives' Research Room to find out information on local history such as people, properties, businesses, the Welland Canal, and much more.

SEASONAL PROGRAMS



CEMETERY TOURS (*SPRING*)



URBAN HISTORY WALKING TOURS (*SUMMER*)



SPEAKER'S SERIES (*FALL*)



The Roselawn Centre

Roselawn has been a landmark in the Southern Niagara Region since it was built by Levi Cornwall in 1860. It is situated in a lovely garden setting along Port Colborne's Fielden Avenue and displays many characteristics typical of the Second Empire style.

The Department of Museum and Culture works with community partners to feature local artist exhibitions, hands-on workshops, special events and community programming.

Together, we work with the Friends of Roselawn Centre, a not-for-profit volunteer advisory board that facilitates arts and cultural events in the community at the Roselawn Centre.



RENT WITH US:

The Department of Museum & Culture offers rental space at both the Roselawn Centre and the L.R. Wilson Heritage Research Archives.

Annual Events



ARABELLA'S PIE SOCIAL AND HISTORY FAIR

Last Sunday of May from 12-4 pm.

Enjoy an afternoon on the beautifully blooming grounds of the Museum while experiencing traditional skills displayed in the heritage village from spinning, blacksmithing, printing, and more! Then, stop in at Arabella's Tea Room to enjoy a delicious slice of homemade pie and beverages.



CANAL DAYS MARINE HERITAGE FESTIVAL

Saturday & Sunday, 11 am-5 pm of the August Civic Holiday weekend.

Celebrate Port Colborne's marine heritage at the Museum, a family-friendly place for old-fashioned fun. Model ships, activities for kids, heritage demonstrations, and historical displays make the museum a can't miss destination for everyone!



GRAND OLD CHRISTMAS FESTIVAL

First Sunday of December from 12-4 pm.

Enjoy an old-fashioned Christmas complete with carriage rides, carollers, pioneer activities, warm chestnuts, Christmas shopping, and Santa Claus!



Exhibiting Local History & Culture

Explore Port Colborne's heritage and culture through exhibits highlighting marine history, local industry and trade, agriculture, local artists, people, and more.

Exhibits are featured in all of the spaces below:



WILLIAMS HOUSE GALLERY

ROSELAWN CENTRE



CARRIAGE HOUSE

MARINE EXHIBIT LIGHTHOUSE



GRAF WEAVING SHED

CAPTAIN J.W. SHARPE HERITAGE RESOURCE CENTRE



Educational Tours and Community Programs



SETTLERS OF PORT COLBORNE

Transport into the past with a tour of the Heritage Village accompanied by hands-on activities using traditional tools to learn about Port Colborne.

HANDS-ON HERITAGE

Join us each summer for a series of historical pastime workshops on the grounds of the museum and Roselawn Centre. Three workshops are run each summer, with past activities including weaving, decoupage, natural dyes, blacksmithing, stained glass, and more!

GROUNDS TOURS

Guided on-site tours of the museum exhibit galleries, Heritage Village, and Marine Park are available from May to December by appointment.

URBAN HISTORY WALKING TOURS

Want to learn more about the interesting people and places of Port Colborne? Guided walking tours of local neighborhoods are offered by archives staff members annually or by appointment.

Available Tours:

West Street

Main Street

Tennessee Avenue

Grow With Us

BECOME A MEMBER!

As a member of the Port Colborne Historical and Marine Museum, you'll receive museum newsletters quarterly, invitations to members-only events, advance notice of special events, and a 10% discount at our museum.

Type of Membership	Price
Senior/Student (<i>annual</i>)	\$5.00
Individual (<i>annual</i>)	\$8.00
Family (<i>annual</i>)	\$10.00
Life Patron (<i>lifetime membership</i>)	\$100.00



Become a member on-site or online! Visit us during open hours to become a member or click on the membership tab on our website to fill your form in online.

FINANCIAL DONATIONS

Your support is vital to our exhibits, tours, programs, and workshops, both in-person and online. You help us care for, study, and share the collection to tell the stories of our diverse communities.

Donations can be made in person, over the phone, or through our Canada Helps profile.



Visit Us

Programs and research are available outside of regular hours.



Port Colborne Historical and Marine Museum
280 King Street
Port Colborne, ON
May 1–December 20, 12–5 pm daily



Roselawn Centre
296 Fielden Avenue
Port Colborne, ON
*May–December, 1–3 pm
Wednesday–Saturday*



L.R. Wilson Archives
286 King Street
Port Colborne, ON
May–December, 1–5 pm on weekdays



Arabella's Tea Room
61 Princess Street
Port Colborne, ON
June 1–September 30, 2–4 pm

... More than a Museum!

**Port Colborne Historical
and Marine Museum**

museum@portcolborne.ca

905-834-7604

Arabella's Tea Room

905-834-7604

**L.R. Wilson Heritage
Research Archives**

archives@portcolborne.ca

905-834-7604

Roselawn Centre

roselawn@portcolborne.ca

905-834-7572



PORT COLBORNE

· HISTORICAL & MARINE MUSEUM ·

Port Colborne
Historical and Marine Museum:
**Board of Management
Strategic Plan**

2023-2028



Introduction

The Port Colborne Historical and Marine Museum was established by a Council By-law #410/74 in 1974. Port Colborne City Council appoints a Board of Management to act on behalf of Council to provide oversight to Museum staff who are supervised by the Museum Curator under the direction of the Director of Museum and Culture. The Museum has undertaken strategic planning in the past, approving plans in 2004, 2010, 2013, and 2018.





Vision Statement

We envision a heritage and cultural presence that serves our community by preserving and sharing the history and marine heritage of Port Colborne and Humberstone.



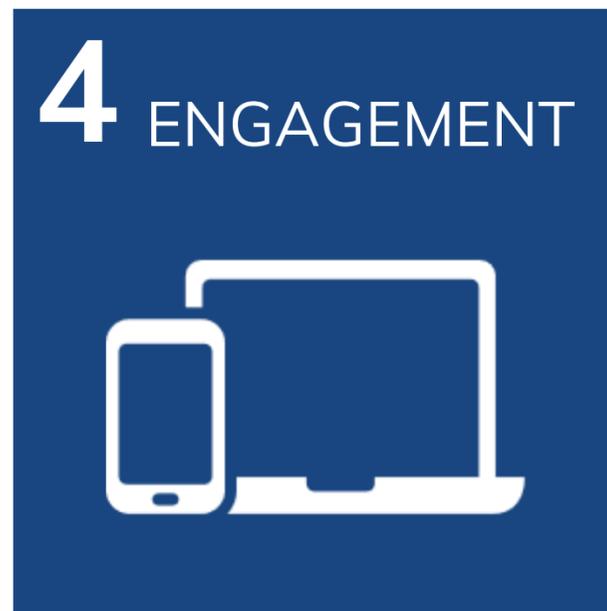


Mission Statement

Our mission is to serve Port Colborne's residents and visitors by preserving, exhibiting, and interpreting the arts, histories, and cultures of Port Colborne and Humberstone.



**We embrace
the values
of...**



Value Statements:

1

To create and maintain a space for all users to celebrate our culture, heritage, and marine history.

2

To provide access to the Museum's resources for research and education needs.

3

To preserve and protect the integrity of the heritage collection for which it has been entrusted by the people of Port Colborne.



PORT COLBORNE

· HISTORICAL & MARINE MUSEUM ·

Value Statements:

4

To ensure the provision of accurate historical information for the knowledge of all peoples.

5

To treat all visitors with respect and honesty.

6

To act within the legal requirements of all levels of government.

7

Accountability, respect; embrace the cultural values of the communities;



Museum Strategic Pillars



Pillar 1

Focus on long term capital plans and budgets.



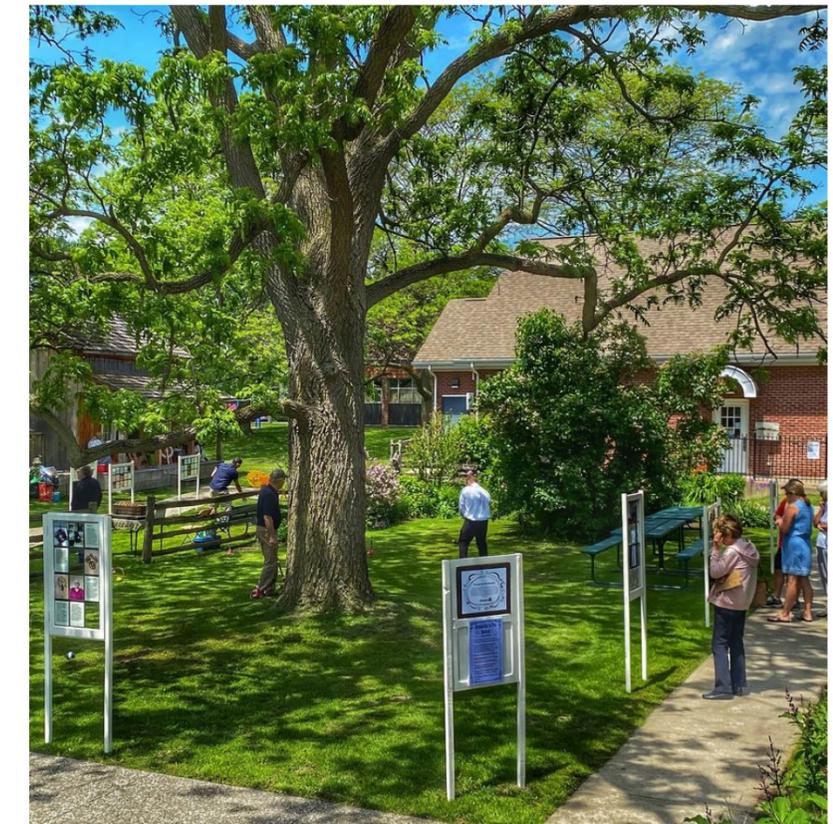
Pillar 2

Renew and integrate related cultural strategic plans (Museum and Library)



Pillar 3

Cultural Block - Proving residents and visitors with a safe, accessible outdoor destination that is also a platform for programs and events.



Strategic Goal: Serve & Preserve

Customer Service - Creating effective communication networks to determine user needs and tailor accessible services.

Action Items:

- Prioritize creating accessible content through digitization and online engaging programs and services.
- Create opportunities to ask the community what they want
- Ensure programming and facilities are accessible

Preservation: Acting as caretakers of tangible and intangible arts, culture, and heritage assets.

Action Items:

- Increase efforts to digitize the collection
- Continue to adhere to the Museum's Collection Management Policy
- Offer specific volunteer training as needed.
- Offer spaces for arts and culture exhibits and programming



1 ACCESSIBILITY **2** ACCOUNTABILITY



6 INTEGRITY & RESPECT **7** RESEARCH & EDUCATION



3 COLLABORATION



Strategic Goal: Collaboration

Seeking partners to strengthen the delivery of programs and services.

Action Items:

- Expand collaboration opportunities with other departments
- Partner with community groups to create new programming opportunities
- Increase heritage building interpretation
- Integrate established partnerships into programming and workshops
- Plan to collaborate within different cultural associations for better communication and serve the community.



4 ENGAGEMENT



Strategic Goal: Engagement

Liaising with community stakeholders to raise awareness and increase access to the programs and services we offer.

Action Items:

- Develop a program with the City to service the growing tourism industry
- Increase programming for targeted demographics (under serviced groups: Francophone, Senior, and Youth).
- Create a volunteer management program
- Increase engagement on digital platforms



5 INNOVATION



Strategic Goal: Expansion

Moving forward by growing our programs, services, and presence through best practices and innovation.

Action Items:

- Explore the development of a discovery centre by conducting structural study
- Ensure that new resources and staff capacity match future demand
- Utilize new facilities and partnerships more for programming
- Expand the service, programming, and event possibilities of all outdoor spaces
- Create new innovative methods of sharing Port Colborne's arts, culture, and heritage



PORT COLBORNE

HISTORICAL & MARINE MUSEUM

Corporate Alignment

As a Committee of Council, the Board of Management recognizes that we align with the city of Port Colborne's vision, mission, strategic pillars, community pillars, and corporate pillars held within the corporation's strategic plan.



Acknowledgements:

Board of Management

Terry Huffman, Chair

Arlene Lessard, Vice Chair

Cheryl MacMillan

Brian Heaslip

Margaret Tanaszi

Claudia Brema

Bert Murphy

Jeff Piniak

John Maloney

Gary Hoyle

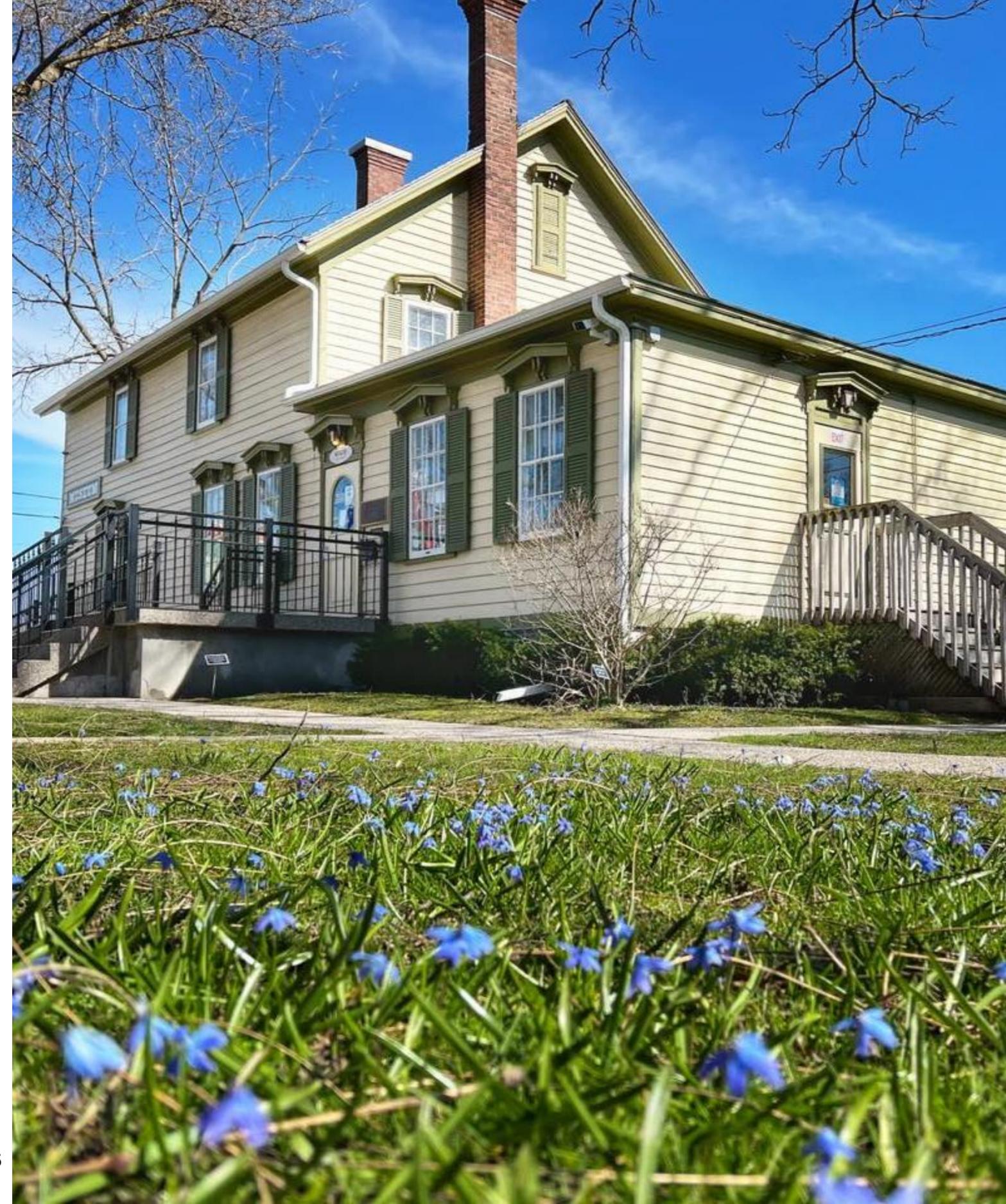
Arlene Lessard

Yvonne Schneider

Joseph Brazeau

Councillor Eric Beauregard

With special thanks to Scott Luey, Chief Administrative Officer,
Gary Long, Manager of Strategic Initiatives,



2025 EVENTS

- MAY 1** Museum Opens Daily 12-5pm
- MAY-AUG** Walking Tours
- MAY 25** 41st Arabella's Pie Social and History Fair 12-4pm
- JUNE 1** Arabella's Tea Room Opens Daily, June-September 2-4pm
- JUNE 1-7** Arabella's Tea for Two 2-4pm
- JUNE 8** Music on the Lawn "The Marty Allen Band" 1-3pm
- JUNE 28** Hands-on Heritage: Linocuts
- JUNE 29** Music on the Lawn "No Illusions" 1-3pm
- JULY 6** 50th Anniversary Picnic 12-4pm
- JULY 12** Hands-on Heritage: Tile Painting
- AUG 2-3** 47th Annual Canal Days and Marine Heritage Festival 11-5pm
- AUG 4** Music on the Lawn "Toronto All-Star Big Band" 1-3pm
- AUG 9** Hands-on Heritage: Tea Blend Workshop
- SEP-NOV** Archives Speakers Series
- OCT 25 & 26** Lantern Tours
- NOV** Welland Canal Bicentennial Lecture Series
- NOV 22** Christmas Maker's Market
- DEC 7** 49th Annual Grand Old Christmas Festival 12-4pm
- DEC 8-13** Arabella's Tea Room Christmas Pudding & Sauce 2-4pm

VISIT US

PORT COLBORNE HISTORICAL AND MARINE MUSEUM

280 King St., Port Colborne, ON
 museum@portcolborne.ca
 905-834-7604

ROSELAWN CENTRE

296 Fielden Ave., Port Colborne, ON
 roselawn@portcolborne.ca
 905-834-7572

L.R. WILSON ARCHIVES

286 King St., Port Colborne, ON
 archives@portcolborne.ca
 905-834-7604

ARABELLA'S TEA ROOM

61 Princess St., Port Colborne, ON
 905-834-7604



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



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

-  facebook.com/PortColborneHistoricalMarineMuseum
-  YouTube: @portcolbornehistoricalandm2144
-  Instagram: @portcolbornehistoricalandm2144

We are a community-built museum that began as a concept of the citizens of Port Colborne in 1974. Since, our staff, volunteers, and community partners have worked together to collect and share the history of Port Colborne, with more than 26,000 donated artifacts.

Over the last 50 years, our grounds have expanded to include a Heritage Village, Marine Park, Arabella's Tea Room, the Captain J.W. Sharpe Heritage Resource Centre, the L.R. Wilson Heritage Research Archives, and the Roselawn Centre.



MUSEUM EXHIBITS
OPEN DAILY 12-5PM

STEP RIGHT UP
MAY 1 - DECEMBER 20

Explore never-before-seen artifacts and share in the wonder of the most fantastic and mysterious items plucked from the museum vault in honour of half a century of collecting along the southern terminus of the Welland Canal. You'll be amazed!

TOWING THE LINE
AUGUST 1 - DECEMBER 20

Lower Lakes Towing Ltd. began in 1994 as a small tug and barge operator and has become one of the largest marine transportation service providers operating in North America today. As the longest supporter of Canal Days, the marine exhibit lighthouse will feature Lower Lakes Towing and its 30-year history on the Great Lakes.

SLEIGH BELLS RING
NOVEMBER 17 - DECEMBER 20

Step inside our carriage house to discover the delights of travelling through the snow in a horse drawn carriage to shop, deliver gifts, and visit loved ones in winter weather.

1975 – 2025



ANNIVERSARY



ROSELAWN EXHIBITS
OPEN WED-SAT 1-3PM

BENEATH THE MANSARD ROOF
MAY 18 TO AUGUST 4

Join us on a journey through the rich 165-year history of this exquisite Victorian mansion known as Roselawn, as it shifted from a family home to a private member's club, to a theatre and more.

PRESENTING ...
SEPTEMBER 19 - OCTOBER 3

This art auction, presented by the Friends of Roselawn Centre, features one-of-a-kind treasures by local artists in honour of Ontario Culture Days.

COMMUNITY CURATOR
OCTOBER 24 - DECEMBER 12

Community members take the reins of exhibit design to create an exhibition that features artifacts and archives as chosen by guest curators.

SUMMER 2025

#hopeandhealingcanada

Tracey Mae Chambers, installation artist and a citizen of the Métis Nation of Ontario, comes to the **Museum and Roselawn** with her outdoor art installation that helps to build connections between Indigenous and non-Indigenous peoples through her site-specific art installations that seek to decolonize public spaces.





Subject: Community Engagement on Proposed Short-Term Rental Accommodations Licensing By-law

To: Council

From: Office of the Chief Administrative Officer

Report Number: 2025-112

Meeting Date: May 13, 2025

Recommendation:

That Chief Administrative Officer Report 2025-112 be received; and

That Council direct staff to implement the proposed comprehensive public engagement plan related to short-term rental accommodations in Port Colborne, as outlined in this report.

Purpose:

On April 9, 2024, Council received report 2024-25 from the Planning Division that outlined three options regarding a potential regulatory framework for short-term rental accommodations in Port Colborne. At that meeting, Council approved option 3, which included a combined approach involving amendments to the Official Plan and Zoning By-law, along with the implementation of a comprehensive Licencing By-law for short-term rental accommodations in Port Colborne.

On October 8, 2024, Council approved report 2024-176, which included an initial round of amendments to the Official Plan and Zoning By-laws that would enable the future licensing by-law for short-term rental accommodations in Port Colborne.

Since then, staff have drafted the proposed By-law to License, Regulate and Govern Short-Term Rental Accommodations in Port Colborne (Appendix A), and are now recommending that it be shared with the public, in draft form, and that a comprehensive engagement plan be conducted to gather feedback on its contents.

Background:

Short-term rental accommodations have existed in most municipalities for a long time, particularly among cottage owners who rent or lend their seasonal homes to friends, family, or acquaintances for leisure. In recent years, residents have begun using internet-based sharing platforms, such as Airbnb and VRBO, to rent out entire homes or dwelling units to the public. This increased accessibility has driven higher demand for short-term rental accommodations and has led to a rise in complaints from nearby residents, regarding issues related to safety, noise, parking, zoning compliance, litter, property standards, and fire safety violations.

To support community demand for some type of oversight of these short-term rental accommodations, Council approved a combined approach (labelled Option 3 in report 2024-25), which included making amendments to the Official Plan and Zoning By-law, and developing a new by-law to license short-term rental accommodations in Port Colborne. To supplement the new licensing by-law further, additional amendments to both the Official Plan and Zoning By-law will be required.

At a high level, the proposed By-law to License, Regulate and Govern Short-Term Rental Accommodations in Port Colborne aims to ensure short-term rental accommodations operate safely, comply with municipal standards, and minimize negative impacts on neighbourhoods. By introducing licensing, inspection, and enforcement provisions, it seeks to protect the health, safety, and well-being of residents, promote accountability among property owners, and address community concerns related to the growing use of short-term rentals.

Discussion:

Staff are recommending engaging the community to gather their feedback on the proposed By-law to License, Regulate and Govern Short-Term Rental Accommodations in Port Colborne (Appendix A). Engaging the community on this matter will help to ensure that the perspectives, concerns, and suggestions of residents, property owners, and local businesses are considered before Council reviews the final by-law. Engaging the public promotes transparency, helps identify unintended consequences, and increases public trust in the regulatory process. Through this engagement, staff hope to gain a clearer understanding of how short-term rentals are impacting neighbourhoods, gather feedback on specific by-law provisions (such as licensing, safety requirements, and enforcement), and strike a balance between supporting tourism and protecting the quality of life for residents. The feedback collected would inform potential revisions to the by-law to ensure it is fair, enforceable, and aligned with community values.

Overall, the engagement plan has several high-level objectives, including:

- **Inform the community:** Ensure the community has clear, transparent, and accessible information about the proposed short-term rental accommodations by-law.
- **Gather feedback:** Provide residents with a range of in-person and virtual opportunities to share their thoughts and ideas about the proposed licensing by-law.
- **Identify concerns and opportunities:** Review feedback to highlight areas of alignment and identify potential improvements or alternatives to proposed licensing of short-term rental accommodations.
- **Ensure transparency:** Provide the community with access to the feedback collected to demonstrate how the information collected 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
2. Paper-based survey
3. In-person drop-in open houses

Each item is discussed further below:

1. Online survey

An online survey would launch on May 14, 2025, and would ask multiple-choice and open-ended questions for community members to offer their thoughts on the proposed by-law to licensed short-term rental accommodations within Port Colborne. 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 June 9, 2025.

2. Paper-based survey

To accommodate community members without access to the online survey, an identical paper-version would be available at City Hall, the Vale Health & Wellness Centre, and the Port Colborne Public Library). The surveys would be collected for analysis beginning June 9, 2025.

3. In-person drop-in open houses

City staff would host two in-person drop-in style open houses on Wednesday, June 4 from 2 p.m. to 6 p.m. and Thursday, June 5 from 3 p.m. to 7 p.m. Both sessions would be held in the Golden Puck Room at the Vale Health & Wellness Centre.

Staff will also aim to plan an in-person engagement opportunity at the Sherkston Shores Sun Retreats campground, since so many of the short-term rental accommodations in Port Colborne are located in this area. More details on this opportunity are to follow.

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
- Media outreach/promotion
- Hard-copy posters with QR codes directed to the online survey
- An article in the June edition of City Hall News
- ...and more.

Timeline

The engagement project would begin on Wednesday, May 14 and end on Monday, June 9. Once completed, results would be collected, analyzed, and provided to Council in a comprehensive summary report on July 8, 2025.

Also on July 8, 2025, staff would bring forward any additional required amendments to the Official Plan and Zoning By-laws.

It is proposed that a finalized version of the By-law to License, Regulate and Govern Short-Term Rental Accommodations in Port Colborne come into effect on November 1, 2025, in advance of the 2026 rental season.

Internal Consultations:

Staff from Planning, Legislative Services, By-Law Services, and Corporate Communications have been working collaboratively to develop the proposed by-law and community engagement plan. Staff from Finance, Tourism, the Fire Department, external legal counsel, and external consultants MHBC have also provided input to the project.

Financial Implications:

This report is focused primarily on the public engagement activities related to the proposed licensing of short-term rental accommodations in Port Colborne. All expenses related to the public engagement activities are captured in the 2025 operating budget.

Additional staff resources will be required to implement the licensing and inspection process, though the fees collected through the program will cover the costs of the additional resources required for enforcement. Licensing fees will be recommended at the July 8, 2025 Council meeting.

Public Engagement:

The public engagement plan outlined above includes an online and paper-based survey and in-person drop-in open houses at the Vale Health & Wellness Centre on June 4 from 2 p.m. to 6 p.m. and June 5 from 3 p.m. to 7 p.m.

Results from the public engagement opportunities would be presented to Council later this summer.

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:

The proposed community engagement plan represents an important step in ensuring that the licensing of short-term rental accommodations in Port Colborne reflects the

needs and concerns of residents, property owners, and businesses. By gathering broad and meaningful input, the City can refine the proposed By-law to License, Regulate and Govern Short-Term Rental Accommodations in Port Colborne to balance tourism growth with neighbourhood well-being. Staff are committed to a transparent and inclusive process that builds public trust and informs thoughtful decision-making. Council's support will enable staff to move forward with engagement activities that will ultimately shape a fair, effective, and enforceable licensing framework.

Appendices:

- a. Proposed By-law to License, Regulate and Govern Short-Term Rental Accommodations in Port Colborne

Respectfully submitted,

Bryan Boles, CPA, CA, MBA

Chief Administrative Officer

905-228-8018

Bryan.Boles@portcolborne.ca

Jasmine Peazel-Graham

Manager, Corporate Communications

905-228-8067

Jasmine.Peazel-Graham@portcolborne.ca

Erik Acs

Chief Planner

905-228-8117

Erik.Acs@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

**PROPOSED By-Law to License, Regulate and Govern
Short-Term Rental Accommodations**

**THIS PROPOSED BY-LAW IS PROVIDED FOR PUBLIC REVIEW AND COMMENT
BETWEEN MAY 14 AND JUNE 9, 2025.**

VISIT www.portcolborne.ca/ShortTermRentals TO PROVIDE FEEDBACK.

Whereas the Council of The Corporation of the City of Port Colborne may, pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25. as amended, (the “Act”), enact by-laws for the licensing, regulating and governing of businesses in the City of Port Colborne; and

Whereas pursuant to Part II, Section 8(1) of the Act, a municipality under this or any other act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues; and

Whereas Part II, Section 8(3) of the Act authorizes a municipality to:

- (a) regulate or prohibit respecting the matter;
- (b) require persons to do things respecting the matter;
- (c) provide for a system of licences respecting the matter; and

And whereas pursuant to Part II, Section 9 of the Act, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act; and

Whereas Part II, Section 11(2), paragraph 6 of the Act authorizes a municipality to pass a By-law respecting the health, safety and well-being of persons; and

Whereas Part II, Section 23.1 of the Act authorizes a municipality to delegate its powers and duties subject to certain restrictions; and

Whereas Section 151(1) of the Act, provides that a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;

- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and

Whereas Section 429(1) of the Act provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act; and

Whereas Section 434.1 of the Act, authorizes a municipality to establish a system of administrative penalties to assist the municipality in promoting compliance with its by-laws; and

Whereas Section 436(1) of the Act authorizes a municipality to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether there is compliance with a by-law, a direction or order, or a condition of a licence issued under a by-law, of the municipality; and

Whereas Section 444 of the Act provides that a municipality may make an order requiring the person who contravened a by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and the by-law may provide that any person who contravenes an order is guilty of an offence; and

Whereas the Council of The Corporation of the City of Port Colborne deems it desirable that such licensing, regulation, and governing takes place with regard to Short-Term Rental Accommodations as defined in this By-law;

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

1. TITLE:

- 1.1 This By-law shall be known and may be cited as the “Short-Term Rental Accommodation Licensing By-law”.

2. DEFINITIONS:

For the purposes of this By-law:

- 2.1 **“Accessory Building or Structure”** means a detached building or structure, the use of which is naturally and normally incidental to, subordinate to, or exclusively devoted to, the principal use of the main building on the same lot.
- 2.2 **“Act”** means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced from time to time, and any regulations made under it.
- 2.3 **“Administrative Monetary Penalty”** means a monetary penalty payable pursuant to City By-law No. 6902/50/21, as amended or replaced from time to time.
- 2.4 **“Agent”** means a person authorized by an Owner or the City to act on their/its behalf.
- 2.5 **“Appeal By-law”** means the City’s By-law No. 7186/09/2024, as amended, or replaced, which governs the hearing of appeals under the City’s enforcement by-laws.
- 2.6 **“Applicant”** means the Owner(s) or Agent of the Premises applying for a Licence or renewal of a Licence under this By-law.
- 2.7 **“Bedroom”** means a room offered for Short-Term Rental Accommodation intended primarily for overnight occupation, which complies with the standards for a bedroom, as set forth by the Ontario Building Code, and/or a room with one or more beds, including but not limited to murphy beds, pullout beds, sofa beds, day beds, futons or similar apparatuses for sleeping.
- 2.8 **“Boat”** means any vessel, container on water, or floating accommodation, regardless of whether it is docked, affixed to land, or can be driven.
- 2.9 **“Building”** means a structure consisting of a roof, walls and a floor.
- 2.10 **“Chief Fire Official”** means the assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the fire department appointed by the Municipal Fire Chief under Article 1.1.1.2. of Division C, or a person appointed by the Fire Marshal under Article 1.1.1.1. of Division C of the *Ontario Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4.
- 2.11 **“City”** means The Corporation of the City of Port Colborne.
- 2.12 **“Committee”** means the “Appeals Committee” established by By-law No. 7186/09/2024, as amended or replaced from time to time, the responsibility of which

includes hearing appeals regarding refusals, suspensions, and revocations of Licences under this By-law.

- 2.13 **“Council”** means the Council of The Corporation of the City of Port Colborne.
- 2.14 **“Dwelling Unit”** means a self-contained housekeeping unit of one or more rooms containing cooking facilities, living quarters and sanitary facilities for the exclusive use of those residing within the dwelling unit and which has an exclusive entrance. For the purpose of this By-law, and without limiting the generality of the foregoing, a Dwelling Unit includes a cottage, park model trailer, tourist trailer, mobile home, boat, a legal interior accessory dwelling unit and a legal detached accessory dwelling unit but does not include a room or suite of rooms in a boarding, lodging or rooming house, hotel, or motor home.
- 2.15 **“Fee”** means a Fee prescribed in the City’s Fees and Charges By-law, as amended or replaced from time to time.
- 2.16 **“Fees and Charges By-law”** means the City’s By-law prescribing Fees and Charges in accordance with the Act, as amended or replaced from time to time.
- 2.17 **“Guest”** means any person on the Premises who is not a Renter
- 2.18 **“Licence”** means the licence issued under this By-law as proof of licensing under this By-law.
- 2.19 **“Licensed”** means to have in one’s possession a valid Licence issued under this By-law and “Unlicensed” has the contrary meaning.
- 2.20 **“Licensee”** means the Owner of a Premises who holds a Licence or is required to hold a Licence under this By-law for that Premises.
- 2.21 **“Licensing Officer”** means any person authorized by the City to issue a Licence under this By-law.
- 2.22 **“Local Contact Person”** means an Owner or a Person who can be readily contacted within thirty (30) minutes and respond to an emergency or contravention of any City by-law, including attendance on site of the Premises within sixty (60) minutes of being notified of the occurrence. If the Owner authorizes a Person to act on their behalf and to be responsible for ensuring the Short-Term Rental Accommodation is operated in

accordance with the provisions of this By-law, the Licence and all applicable laws, that Person must be eighteen (18) years of age or older

- 2.23 **“Officer”** means a Municipal Law Enforcement Officer, Building Inspector, Police Officer, or other person appointed by by-law to enforce the provisions of City by-laws.
- 2.24 **“Owner”** means the Person holding registered title to the Premises on which the Short-Term Rental Accommodation is located, and “Ownership” has a corresponding meaning.
- 2.25 **“Parking Area”** means an area on the Premises that provides for the parking of motor vehicles and may include aisles, parking spaces, maneuvering areas, entrances, exits and similar areas used for the purpose of gaining access to, or egress from the said parking spaces, but shall not include any part of a public street.
- 2.26 **“Park Model Trailer”** means a recreational Dwelling Unit that is built on a single chassis mounted on wheels, designed to facilitate relocation from time to time and for living accommodations for seasonal use, built in accordance with the CSA Z-241 park model code typically in a recreational vehicle park.
- 2.27 **“Person”** means any singular or plural human being, association, firm, partnership, corporation, agent or trustee, and the heirs, estate trustees or other legal representatives of a person to whom the context may apply according to law.
- 2.28 **“Plan for Fire Safety”** means the Plan setting out a layout of the interior of the Short-Term Rental Accommodation with the location of all smoke alarms, carbon monoxide alarms, fire extinguishers, and exits.
- 2.29 **“Premises”** means the Property upon which a Short-Term Rental Accommodation is operated, inclusive of buildings or structures or any part thereof used for such purpose.
- 2.30 **“Property”** means the land upon which a Short-Term Rental Accommodation is operated, exclusive of buildings or structures or any part thereof.
- 2.31 **“Renter”** means a Person responsible for the rental of a Short-Term Rental Accommodation but shall not include Guests to the Premises.
- 2.32 **“Short-Term Rental Accommodation”** means all or part of a Dwelling Unit that provides sleeping accommodation to someone other than the Owner for any period of twenty-eight (28) calendar days at a time or less, in exchange for payment.

- 2.33 **“Special Events”** means activities hosted at the Premises by the Renter that may or may not involve payment for services provided, including but not limited to weddings, receptions, retirement parties, musical events and entertainment.
- 2.34 **“Zoning By-law”** means the City’s Comprehensive Zoning By-law No. 6575/30/18, as amended, or replaced from time to time.

3. ADMINISTRATION:

- 3.1 The Licensing Officer shall be responsible for the administration of this By-law;
- 3.2 Officers shall be responsible for the enforcement of this By-law;
- 3.3 Every application for a new Licence or a renewal of an existing Licence shall be submitted to the Licensing Officer on the required form together with all the required documentation.
- 3.4 The Licensing Officer shall be responsible for developing and updating Short-Term Rental Accommodation application forms, licences, and all other procedures for the administration of this By-law.
- 3.5 Upon receipt of an application for a Licence, a Licensing Officer shall perform the following functions:
- a) receive and review the application in accordance with this By-law; and
 - b) ensure the relevant Officers have carried out the necessary inspections to satisfy the City that the Premises complies with the provisions of this By-law.
- 3.6 Applications for a Licence and issued Licences will be posted on the City’s website, including personal information such as the legal description of the Property, municipal address, and Owners’ and Local Contact Person’s name and contact information.

4. TERM OF LICENCE:

- 4.1 A Licence that has been issued pursuant to this By-law shall expire upon the earliest of the following events:

- a) December 31st of the year issued;
- b) Upon the sale or transfer of the Premises. For clarity, a Licence cannot be assigned or transferred to another Person; or
- c) The Licence has been suspended or revoked in accordance with the provisions of this By-law.

5. LICENSING REQUIREMENTS:

5.1 Every application for a new Licence, or the renewal of an existing Licence, shall include:

- a) a completed application in the form required by the City, which shall include but not be limited to each Owner's name, address, telephone number, and email address;
- b) proof of Ownership for the Premises;
- c) a statutory declaration signed by each and every Owner stating that the Premises is used primarily for residential purposes and that each and every Owner understands their responsibilities as a Licensee;
- d) a site diagram and floor plan, drawn to scale and fully dimensioned of the Premises identifying:
 - i. the location of all Buildings and structures on the Property;
 - ii. the location of wells, and all components of sewage systems;
 - iii. the use of each room;
 - iv. the location of smoke and carbon monoxide alarms, and early warning devices;
 - v. the location of fire extinguishers and exits;
 - vi. the location of records of tests and maintenance of smoke and carbon monoxide alarms, early warning devices and fire extinguishers;
 - vii. the location of all gas and electric appliances;
 - viii. the location of all fireplaces and fuel-burning appliances;
 - ix. all entrances/exits to and from the Buildings; and
 - x. the exterior decks and related site amenities including dimensioned parking spaces, and other Buildings or structures on the Property.
- e) a certificate of insurance which includes a liability limit of no less than two million dollars (\$2,000,000.00) per occurrence for property damage or bodily injury. Such insurance

policy must identify that a Short-Term Rental Accommodation is being operated on the Premises. The insurance coverage required herein shall be endorsed to the effect that the City will be given at least 10 days' notice in writing of any cancellation or material variation in policy.

- i. an electrical general inspection performed by an Electrical Safety Authority (ESA) Inspector dated less than five (5) years old;
- ii. where there are wood-burning appliances, a Wood Energy Technical Transfer (WETT) report dated less than five (5) years old issued by a certified WETT inspector;
- iii. an annual inspection report, provided with the annual application, indicating that the chimney, flue pipes etc. have been inspected by a WETT certified chimney sweep and are safe to be utilized;
- iv. a Heating, Ventilation, and Air Conditioning (HVAC) inspection report issued by an HVAC Technician. An updated report shall be required each year;
- v. the name and contact information of the Local Contact Person who can be readily contacted within thirty (30) minutes and respond to an emergency or contravention of any City by-law, including attendance on site of the Premises within sixty (60) minutes of being notified of the occurrence; and
- vi. at time of renewal: maintenance and record of tests for all smoke and carbon monoxide alarms along with the guest log/register.

- 5.2 An Applicant shall pay the Licensing Fee as prescribed in the City's Fees and Charges By-law.
- 5.3 An Applicant or Licensee shall be responsible for informing the City, in writing, of any changes to the information contained within the application or any deviation to the approved licence within seven (7) days of such change or deviation.
- 5.4 An Applicant shall confirm that an occupancy permit, also known as "permission to occupy" has been issued for the Premises if the building was constructed on or after October 26, 1986. Where this is not available, the City Building Division shall be consulted. A Licence shall not be issued until the City is satisfied that the necessary inspections and reports have been completed or that a safety site inspection was completed to ensure the safety of persons.
- 5.5 A Licensee must ensure that any listing, advertisement, etc. of the Premises includes the corresponding Licence number issued by the City.

- 5.6 A Licensee shall be an Owner who is an individual or group of individuals and not a corporation, partnership, or business, except where section 5.7 applies..
- 5.7 Corporate Owners may be permitted to become a Licensee at the discretion of the Licensing Officer, if the Licensing Officer is satisfied in its sole discretion that the property is used and held primarily for residential purposes.

6. SITE REQUIREMENTS:

- 6.1 The provision of parking on the required site diagram shall include the following:
- a) location of the Parking Area with a minimum number of parking spaces as set out in the Zoning By-law;
 - b) that Renters and Guests are permitted no more cars than there are designated parking spaces in the Parking Area; and
 - c) compliance with all other parking provisions as set out in the City Zoning By-law, as amended.
- 6.2 A Parking Area shall consist of a hard-surfaced driveway (gravel, paved, concrete, interlock or similar hard surface). Vehicles may only park in the Parking Area.
- 6.3 The following shall be made available to Renters:
- a) a copy of a valid Licence displayed on site of the Premises;
 - b) a copy of the site diagram showing the Parking Area and parking provisions for the Premises;
 - c) a copy of the approved floor plans identifying the rooms and also showing exits and fire escape routes;
 - d) a copy of the current City Noise By-law;
 - e) a copy of the Open Air Burning and Recreational Fires By-law;
 - f) a copy of the current City Lot Maintenance By-law;
 - g) a copy of the current Fireworks By-law;
 - h) the occupant load of the residence, posted in a conspicuous location;
 - i) Emergency “911” instructions with the address of the Property clearly printed and posted in a conspicuous location;
 - j) a copy of the smoke and carbon monoxide maintenance and use instructions;

- k) name and contact information of the Local Contact Person; and
- l) A Plan for Fire Safety, which shall be posted on the back of every door or visibly adjacent to every door where it can be seen when exiting.

6.4 All Short-Term Rental Accommodations shall provide a listed ABC portable fire extinguisher with the minimum rating of 2A10BC on each level of the Short-Term Rental Accommodation.

6.5 Portable extinguishers shall be:

- a) kept operable and fully charged;
- b) located so that they are easily seen and shall be accessible at all times;
- c) tested and maintained in conformance with NFPA 10, "Portable Fire Extinguishers"; and
- d) inspected monthly.

6.6 The Licensee shall maintain a Renters and Guests register showing the property address and licence number which indicates the following information for each rental: check-in and check-out dates, the number and names of Renters and Guests, and confirmation that the smoke and carbon monoxide alarms have been checked and are in working condition after a Renter leaves. This guest register must be provided to the City within 24 hours upon request.

7. INSPECTION:

7.1 It is the responsibility of an Applicant to contact the City for an inspection, which shall ensure compliance with the following, where applicable:

- a) the provisions of this By-law;
- b) the *Building Code Act, 1992*, S.O. 1992 c.23; including sewage System;
- c) the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4;
- d) the Zoning By-law; and
- e) any other municipal by-laws, provincial or federal legislation that may affect the safety and well-being of persons or eligibility of the application or Licence.

8. ISSUANCE OF LICENCE AND GROUNDS FOR REFUSAL:

- 8.1 The Licensing Officer shall have the authority to issue, refuse to issue, or renew a Licence; to revoke or suspend a Licence; or to impose terms and conditions on a Licence.
- 8.2 The Licensing Officer may refuse to issue or renew a Licence where:
- a) there are reasonable grounds for belief that the operation of the Short-Term Rental Accommodation may be adverse to the public interest;
 - b) a Licence has been previously revoked, suspended, or made subject to terms and conditions;
 - c) an Applicant has presented a history of contravention with this By-law;
 - d) the proposed use of the Premises is not permitted by the Zoning By-law;
 - e) the Owner is indebted to the City in respect of fines, penalties, judgements, or any other amounts owing, including awarding of legal costs, disbursements, outstanding property taxes, municipal accommodation taxes, and late payment charges, against an Owner's Property; or
 - f) the Premises does not conform with applicable federal and provincial law and regulations or municipal by-laws, including, but not limited to, the Zoning By-law, Property Standards By-law, Lot Maintenance By-law, Noise By-law, Parking and Traffic By-law, the *Building Code Act*, the *Fire Protection and Prevention Act*, and the *Electricity Act*.
- 8.3 The Licensing Officer, if satisfied that the continuation of a Licence poses a danger to the health or safety of any person, may suspend a Licence for not more than fourteen (14) days. If, after this period, the Licensing Officer is satisfied that the continuation of a Licence will continue to pose a danger to the health or safety of any person, the Licensing Officer may suspend a Licence for further terms of not more than fourteen (14) days or may revoke the Licence.
- 8.4 The Licensing Officer may revoke a Licence if it was issued in error or granted based on incorrect or false information.

9. PROHIBITIONS:

- 9.1 No Owner shall:

- a) operate a Short-Term Rental Accommodation without a Licence;
- b) operate a Short-Term Rental Accommodation for which a Licence has expired, been revoked, or is under suspension;
- c) advertise a Short-Term Rental Accommodation without a Licence or for which a Licence has expired, been revoked or is under suspension;
- d) advertise a Short-Term Rental Accommodation without including the Short-Term Rental Accommodation Licence number;
- e) fail to display the Short-Term Rental Accommodation Licence in a prominent, permanent place at the Short-Term Rental Accommodation Premises;
- f) operate a Short-Term Rental Accommodation if current and accurate information has not been provided to the Licensing Officer;
- g) assign a Short-Term Rental Accommodation Licence;
- h) fail to keep garbage contained in containers with lids;
- i) permit tents to be used for sleeping accommodations on the Short-Term Rental Accommodation Premises, except on property zoned Vacation Residential (VR);
- j) permit a Trailer to be used for sleeping accommodations on the Short-Term Rental Accommodation Premises, except on property zoned VR;
- k) fail to ensure that there is a Local Contact Person;
- l) fail to maintain the register required by section 6.6;
- m) fail to produce the register required by section 6.6 to the City upon request;
- n) hinder or obstruct an Officer from carrying out an inspection of lands to carry out work for the purposes of an investigation and/or making inquiries;
- o) operate a Short-Term Rental Accommodation contrary to the Plan for Fire Safety;
- p) permit a disturbance at a Short-Term Rental Accommodation Premises;
- q) operate a Short-Term Rental Accommodation contrary to any applicable Federal, Provincial or Regional laws, Regulations or Orders, or Municipal By-laws ("Law");
- r) operate a Short-Term Rental Accommodation with:

- i) an open building permit;
- ii) an outstanding Order issued by the City's Fire Department or Building Department;
or
- iii) a Property Standards Order or any other order issued by the City or other government agency;
- s) place or mount a fire extinguisher in any cupboard, cabinet, closet, or other enclosed compartment;
- t) permit parking contrary to the Parking Area;
- u) permit Guests, other than persons listed in the register in excess of the number of Guests permitted by the Licence, to remain at the Short-Term Rental Accommodation Premises beyond 11:00 p.m. each day;
- v) carry on a Special Event at the Premises which exceeds the number of Guests permitted by the Licence or is otherwise contrary to any municipal by-law or provincial or federal law;
- w) Allow more Bedrooms than permitted by the License. Bedrooms will be limited to, one (1) Bedroom per Parking Space, except where the Short-Term Rental Accommodation is a Dwelling Unit, including but not limited to a Park Model Trailer, mobile home, trailer, or tent on a property zoned Vacation Residential (VR) and the owner of the property zoned VR has set restrictions or limits on the number of Bedroom to Parking Spaces and the owner of the property zoned VR provides the City with the information in 10.2;
- x) Allow more Renters than permitted by the Licence. Renters will be limited to, two (2) Renters per Bedroom to a maximum of (10) renters in total, except where the Short-Term Rental Accommodation is a Dwelling Unit, included but not limited to a Park Model Trailer, mobile home, trailer, or tent on a property zoned VR and the owner of the property zoned VR has set restrictions or limits on the number of Renters and the owner of the property zoned VR provides the City with the information in 10.2;
- y) Allow more Guests than permitted by the Licence. Guests will be limited to, one (1) Guest per Bedroom to a maximum of ten (10) Guests in total, except where the Short-Term Rental Accommodation is a Dwelling Unit, included but not limited to a Park Model Trailer, mobile home, trailer, or tent on a property zoned VR and the owner of the property zoned VR has set restrictions or limits on the number of Guests and the owner of the property zoned VR provides the City with the information in 9.2;

- 9.2 A monthly register of Renters and Guests registered showing the Dwelling Unit's location and Licence number and the following information for each Short-Term Rental Accommodation: check-in and check-out dates, and the number and names of Renters and Guests.
- 9.3 Failure to comply with any provision of this Section constitutes a contravention of this By-law whereby an Administrative Monetary Penalty shall be issued to the Owner.
- 9.4 No Owner shall have or permit to have a Short-Term Rental Accommodation on any land in contravention of this by-law

10. APPEAL

- 10.1 Where the Licensing Officer has denied a Licence, a renewal of a Licence, or has suspended or revoked a Licence, the Licensing Officer shall inform the Applicant by way of written notice setting forth the grounds for the decision and shall advise of the right to appeal such decision to the Committee.
- 10.2 An Owner may appeal to the Committee in relation to a matter set forth in a notice delivered pursuant to Section 11.1. Appeals will not be permitted for any matters that have been previously heard and determined by the Committee.
- 10.3 A request for an appeal must be made within 14 business days of service of the written notice. An appeal shall be made in writing to the Licensing Officer, setting forth the reasons for the appeal, with payment of the required appeal fee as prescribed by the City's Fees and Charges By-law, as amended or replaced from time to time.
- 10.4 Where no request for an appeal is received in accordance with Section 11.3, the decision of the Licensing Officer shall be final and binding.
- 10.5 Where a request for an appeal is received, a hearing of the Committee shall be convened, and the Owner shall be provided notice thereof in accordance the Appeal By-law.
- 10.6 The Committee's decision concerning an appeal under this by-law is final and binding. No further Appeals shall be heard by the Committee or Council.

11. ORDERS:

11.1 If an Officer is satisfied that a contravention of this By-law has occurred, the Officer may make an order verbally or in writing, requiring the Renter, and/or Person who contravened this By-law, and/or Person who caused and/or permitted the contravention, and/or the Licensee to take actions to correct the contravention, known as a “Discontinue Activity Order”.

11.2 The order shall set out:

- a) reasonable particulars of the contravention adequate to identify the contravention and the location of the contravention; and
- b) the work to be done and the date by which the work must be done, if any.

11.3 An order may be served personally upon the Person to whom it is directed to or sent by regular mail or Xpresspost to the address shown on the last revised assessment roll or to the last known address.

11.4 An order under Section 11.1 may require action be taken notwithstanding that the contravention of this By-law was present before this By-law came into force.

11.5 No Person shall fail to comply with an order issued pursuant to Section 11.1.

11.6 The Discontinue Activity Order shall set out:

- a) reasonable particulars of the contravention adequate to identify the contravention and the location of the contravention;
- b) the date by which there must be compliance with the Discontinue Activity Order.

11.7 A Discontinue Activity Order not given verbally may be served personally upon the Person to whom it is directed to or sent by regular mail or Xpresspost to the address shown on the last revised assessment roll or to the last known address.

11.8 No Person/Owner shall fail to comply with a Discontinue Activity Order.

11.9 In the event the Officer is unable to serve any order under the provisions of this By-law, the order shall be posted in a conspicuous place on the Premises, and the placing of the order shall be deemed to be sufficient service of the order on the Renter or Licensee/Owner.

11.10 Where an Order is not complied with or any other thing required or directed to be done in accordance with this by-law is not done within the required time, the Officer may upon reasonable notice, do such thing at the expense of the Person required to do it, the costs of

which, including an Administration Fee as prescribed by the City's Fees & Charges by-law shall be payable and the costs added to the tax roll of the Premises and collected in the same manner as property taxes.

12. ENTRY AND INSPECTION:

12.1 An Officer, Chief Fire Official or Building Inspector may, at any time, enter onto any land to determine whether this By-law is being complied with.

12.2 Every Owner shall permit the Officer, Chief Fire Official or Building Inspector to inspect any part of the Premises for the purposes of determining compliance with this By-law.

12.3 Notwithstanding any provision of this By-law, an Officer or Building Inspector shall not enter or remain in any room or place actually being used as a Dwelling Unit, unless:

- a) the consent of the occupier is obtained after the occupier has been informed that the right of entry may be refused and, if refused, may only be made under the authority of a warrant issued under the *Provincial Offences Act*, R.S.O.1990, c.P.33, as amended; or
- b) a warrant is issued under the *Provincial Offences Act*, R.S.O.1990, c. P.33, as amended, is obtained.

12.4 A Fire Inspector may, without a warrant, enter and inspect land and premises for the purposes of assessing fire safety pursuant to section 19(2) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended.

13. OBSTRUCTION:

13.1 No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Officer, Chief Fire Official or Building Inspector exercising a power or performing a duty under this By-law.

13.2 Any person who has been alleged to have contravened any of the provisions of this By-law, shall identify themselves to the Officer, Chief Fire Official or Building Inspector upon request, failure to do so shall be deemed to have obstructed or hindered the Officer, Fire Official or Building Inspector in the execution of their duties.

14. PENALTY:

14.1 Every Person who contravenes any of the provisions of this By-law and every Director or Officer of a Corporation who knowingly concurs in the contravention by the Corporation is guilty of an offence under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

14.2 Every Person who contravenes the provisions of this By-law and every Director or Officer of a Corporation who knowingly concurs in the contraventions by the corporation is guilty of an offence and liable:

- a) upon a first conviction, to a fine of not less than \$500 and the maximum shall not exceed \$100,000, exclusive of costs under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended; and
- b) upon a second, or subsequent conviction, to a fine of not less than \$500 and the maximum shall not exceed \$100,000, exclusive of costs under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

14.3 For the purpose of continuous offences, every Person who contravenes any provision of this By-law and every Director or Officer of a Corporation who knowingly concurs in the contravention of a by-law of the Corporation is guilty of an offence and liable on conviction to a penalty not exceeding \$100,000, exclusive of costs under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

14.4 Each day a contravention occurs constitutes a new offence.

14.5 Despite Section 14.3 and the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, the total of all daily fines for an offence is not limited to \$100,000.

14.6 For the purpose of multiple offences, every Person who contravenes any provision of this By-law and every Director or Officer of a Corporation who knowingly concurs in the contravention of a by-law of the Corporation is guilty of an offence and liable on conviction to a penalty not exceeding \$100,000, exclusive of costs under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

14.7 Despite Section 14.6 and the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, the total of all daily fines for an offence is not limited to \$100,000.

14.8 Where a person has been convicted of an offence under this by-law by a court of competent jurisdiction, the court may in addition to any other penalty imposed on the person convicted issue an order prohibiting the continuation or repetition of the offence or the doing or

any act of thing by the person convicted directed toward the continuation or repetition of the offence.

15. ADMINISTRATIVE PENALITIES

15.1 An Officer may issue an Administrative Monetary Penalty notice immediately upon evidence of a violation of this By-law to the Owner of a Property in accordance with City By-law No. 6902/50/21, as amended, or replaced from time to time.

15.2 The Administrative Monetary Penalties for failure to comply with this By-law are set out in Schedule "B" of By-law 6902/50/21, as amended or replaced from time to time.

15.3 An Owner who is in non-compliance of any provision of this by-law and has been issued a Tier 2 penalty or higher shall be required to obtain new inspections required for a licence prior to the licence being reinstated, and all costs related thereto shall be borne by the Owner. In the event the inspection fee(s) is not paid, it shall be added to the tax roll of the Premises and collected in the same manner as property taxes.

15.4 The City shall not be liable for economic or other losses claimed by a Licensee for any reason, so long as good faith efforts were made by the City or its representatives in exercising their judgment, or fulfilling their responsibilities, under this by-law.

16. SEVERABILITY:

16.1 If any court of competent jurisdiction declares any section or part of this By-law to be invalid, such section or part of a section thereof shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent therefrom and to be enacted as such and the remainder of this By-law shall be valid and shall remain in force.

17. CLERK'S CORRECTING CLAUSE

17.1 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.

18. EFFECTIVE DATE

18.1 This By-law shall come into force and effect on the date of passage.

**THIS PROPOSED BY-LAW IS PROVIDED FOR PUBLIC REVIEW AND COMMENT
BETWEEN MAY 14 AND JUNE 9, 2025.**

VISIT www.portcolborne.ca/ShortTermRentals TO PROVIDE FEEDBACK.



Subject: Wastewater Lateral CIPP Lining Program

To: Council

From: Public Works Department

Report Number: 2025-77

Meeting Date: May 13, 2025

Recommendation:

That Public Works Department Report 2025-77 be received; and

That Council authorize staff to complete the Wastewater Cured-in-Place-Pipe Lateral Lining Program, including works on private laterals, in designated priority areas identified in this report; and

That Council direct staff to obtain written authorization from property owners prior to completing work on their private laterals.

Purpose:

This purpose of this report is to obtain Council's approval to initiate the Wastewater Cured-in-Place-Pipe (CIPP) Lateral Lining Program on municipal and private wastewater laterals. The program is related to the City's ongoing efforts to reduce inflow and infiltration (I&I) into the wastewater collection system and is one of several initiatives included in the City's Wet Weather Management Plan.

Background:

The City of Port Colborne launched the Wet Weather Management Plan to address the growing impacts of I&I in the wastewater system. I&I contributes to basement flooding, increased wastewater treatment costs, and environmental overflows by allowing stormwater and groundwater to enter the wastewater system, especially during heavy rain or snowmelt events.

As part of this program, the City undertook extensive flow monitoring and hydraulic modeling through the Infrastructure Needs Study (INS) and Pollution Prevention Control Plan (PPCP). These efforts helped identify priority neighbourhoods where I&I is most severe. These areas are shown in Appendix A, with areas of high infiltration being highlighted in dark red.

To support this work, a range of investigative work was undertaken, including closed-circuit television (CCTV) inspections, lateral launch assessments, maintenance hole scans, drainage surveys, and smoke testing. These investigations confirmed that while sewer mains and maintenance holes are key points of entry for I&I, a significant amount of infiltration also enters the system through aging laterals, the small-diameter pipes that connect homes and buildings to the main sewer line.

To address these issues, the City initiated a large-scale trenchless rehabilitation program using CIPP technology. This method allows the City to rehabilitate pipes without excavation by installing a resin-impregnated liner inside existing infrastructure. In Port Colborne, where high groundwater, shallow bedrock, and flat topography make excavation challenging and costly, trenchless lining provides an efficient and cost-effective alternative.

The CIPP program has primarily focused on mainline sewer rehabilitation to date. However, meaningful I&I reduction cannot be achieved through mainline work alone. Laterals, both the public portion (from the main to the property line) and the private portion (from the property line to the building), also contribute significantly to infiltration. Many of these pipes are constructed from outdated materials or have leaking joints and structural damage.

To confirm these issues, the City completed a series of lateral launch inspections in targeted neighbourhoods. The results revealed widespread lateral defects and leaks. As a result, the next phase of the Wet Weather Management Plan includes lateral rehabilitation, extending from the sewer main all the way to the building, to address the entire length of the pipe.

Rehabilitating only the public portion of a lateral leaves a key infiltration source unaddressed and can compromise the effectiveness of the rehabilitation program. Including private-side rehabilitation ensures a complete and lasting solution that maximizes the economic value of the program.

Discussion:

The City has strategically prioritized lateral lining in areas where (1) the mainline sewer has already been rehabilitated, (2) lateral materials are known to be vulnerable to leakage, and (3) field investigations have confirmed high I&I volumes. In many cases, infiltration enters the system through poor joints and aging pipe materials, even where

downspouts or other connections are not present. As groundwater rises during wet weather events, it seeps into defective laterals and adds unnecessary flow to the wastewater system.

As part of the INS, a wastewater lateral inspection program (i.e. lateral launch program) was initiated to identify extraneous flows from both municipal and private laterals in priority neighbourhoods contributing high amounts of I&I to the system. The information gathered was then used to develop a targeted CIPP lining program for laterals, scheduled to begin in June 2025.

Lining both the municipal and private sides of a lateral is critical to ensure the program's effectiveness. If only the municipal portion is lined, much of the infiltration may remain, limiting the return on the City's investment.

The cost to rehabilitate an entire lateral (from the sewer main to the building) averages \$8,000 for a 20-metre length. However, most of that cost is associated with accessing and lining the municipal portion — including the connection at the main. Once the contractor is mobilized, the cost to extend the liner onto private property only amounts to about 12% of the total cost. Including this work in the same mobilization event is far more cost-effective than returning later to complete private-side rehabilitation separately.

Although not every homeowner in the City will receive a new rehabilitated (lined) lateral under this program, the benefits extend to the entire community. Reducing infiltration lowers the volume of wastewater the City must pay to treat, limits the need for costly system expansions, and improves the systems resiliency during wet weather events. It also aligns with best practices across Canada, where municipalities are increasingly taking responsibility for private-side rehabilitation as a strategic tool for system-wide performance improvements.

Property owners with selected laterals will be notified and asked to sign a Waiver and Release form (Appendix B) to authorize work on private property. Staff will continue to monitor the effectiveness of the program using the City's existing flow monitors to track the progress and outcomes. The City has the authority under its Sewer Use Bylaw to require lateral repairs if needed, but the preferred approach is to work collaboratively with property owners, with all work risks managed by the City's contractor and supported through a legal waiver.

Financial Implications:

A total of \$4,270,000 has been allocated for the multi-year Wastewater CIPP Lateral Lining program through the INS project funding approval. No further funding is being requested through this report.

Public Engagement:

Residents impacted by the Wastewater Lateral CIPP Lining Program will be contacted by the City's Public Works Division.

Strategic Plan Alignment:

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

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

Conclusion:

The Wet Weather Management Plan is a proactive, data-driven initiative to address critical I&I issues in the City's wastewater system. Priority areas have been identified, and a cost-effective, multi-year trenchless rehabilitation program has been developed using CIPP technology.

By targeting both municipal and private wastewater laterals, the program ensures a comprehensive and lasting improvement to system performance. Rehabilitating only the public portion of a lateral leaves a significant source of infiltration unaddressed. Public and private laterals function as a continuous pipe system, and failure to address both sides undermines the City's investment and long-term objectives.

Appendices:

- a. Priority Area Mapping
- b. Waiver and Release Form

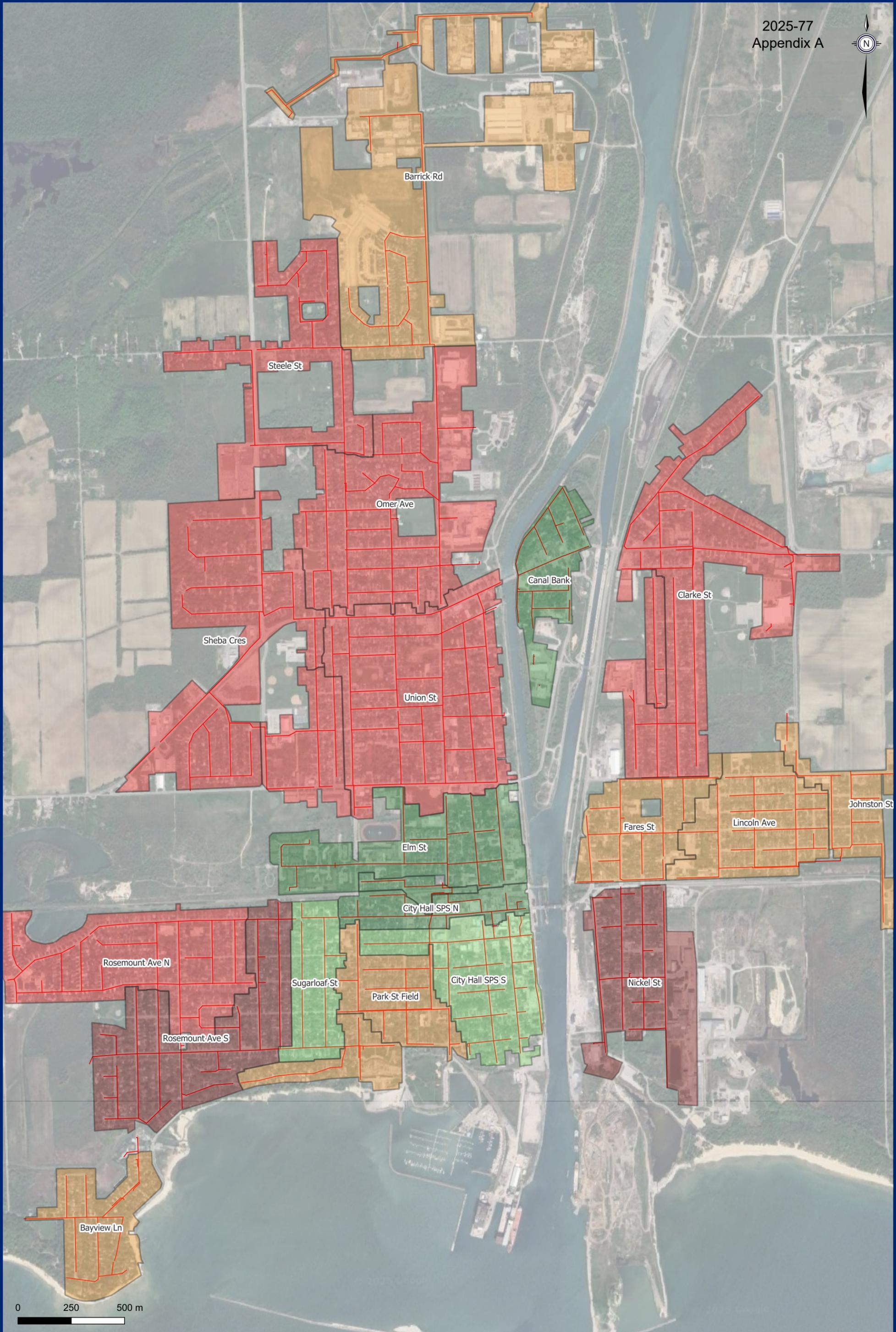
Respectfully submitted,

Joe Colasurdo
Manager of Strategic Projects
905-228-8135
Joe.Colasurdo@portcolborne.ca

Cassandra Banting
Manager of Environmental Services
905-228-8137
Cassandra.Banting@portcolborne.ca

Report Approval:

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





The Corporation of the City of Port Colborne
Hereinafter referred to as the "Municipality"
WAIVER AND RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING

WHEREAS the Municipality is implementing its Wastewater Lateral Rehabilitation Program to complete rehabilitation work to address infiltration from sanitary sewer laterals ("Work"); and

WHEREAS the Work will include rehabilitating both municipally owned and privately owned wastewater service laterals located on or nearby private property;

I, _____ (*property owner name*), hereby consent to the Municipality and/or its contractor(s) to perform the Work located at _____ ("Property").

In consideration of the Municipality and/or its contractor(s) performing the Work, I hereby agree as follows:

I HEREBY ACKNOWLEDGE that as the Property owner, I am the owner of the wastewater service laterals contained on the Property and that I am responsible for the operation and maintenance of the wastewater service laterals on the Property;

I HEREBY PERMIT the Municipality and/or its contractor(s) to enter the Property to complete the Work, which includes rehabilitating the wastewater service laterals contained on the Property and owned by me;

I HEREBY ACKNOWLEDGE that the Municipality will bear the cost of the Work and acknowledge that the Municipality will not be responsible for any costs related to the maintenance, upkeep, or care of the Work.

I HEREBY AGREE to cooperate with the Municipality and/or its contractor(s) in performing the Work and agree to allow the Municipality and/or its contractor(s) to complete an inspection of the Property's internal plumbing;

I HEREBY AGREE to comply with the following requirements:

- (a) If the Property has a sump pump, the sump pump shall discharge to grade or into storm sewer;
- (b) Connections to the wastewater system will be redirected; and
- (c) All roof leaders and downspouts must discharge to grade and are not permitted to discharge to foundation drains.

BY SIGNING THIS FORM, I acknowledge that I am the owner of the Property, I am at least 18 years old, and that I have read, understood and freely agreed to the above waiver prior to signing it and that I am aware that by signing this release of liability I am waving certain legal rights which I may have against the Municipality.

Signature _____ Date _____

Print: _____

Witness: _____ Date _____

Print: _____



Subject: Housing Accelerator Fund – Contribution Agreement and Project Updates

To: Council

From: Development and Government Relations Department

Report Number: 2025-95

Meeting Date: May 13, 2025

Recommendation:

That Development and Government Relations Department Report 2025-95 be received; and

That Council reconfirms their approval of the Contribution Agreement between the Canada Mortgage and Housing Corporation (CMHC) and the City for the Housing Accelerator Fund (HAF) approval in the amount of \$4.3 million and authorizes the Mayor and City Clerk to sign the by-law for the agreement; and

That Council approves the list of housing-related projects that staff are recommending, in addition to the CMHC approved initiatives, to be funded from the City's HAF allocation.

Purpose:

The purpose of this staff report is to provide an update regarding the Housing Accelerator Fund (HAF) initiatives that are part of the Contribution Agreement with CMHC and to seek Council support for other housing-related projects that can be funded from HAF.

Background:

In March 2023, the federal government announced the \$4 billion Housing Accelerator Fund that was to be administered by the Canada Mortgage and Housing Corporation (CMHC). The City's application to the first intake in August 2023 was unsuccessful. The City's application to the second intake, submitted in August 2024, was successful. On November 25, 2024, MP Vance Badawey notified the Mayor and senior staff that the

City’s HAF application had been approved for \$4.3 million. This approval was confirmed in a letter from the federal Minister of Housing and Infrastructure, the Honourable Sean Fraser.

Last fall, CMHC officials requested that the Contribution Agreement between CMHC and the City be signed, returned to CMHC prior to year end, and that the funding was to be kept confidential until there was a public announcement as determined by CMHC. As part of the City’s commitment to open and transparent decision-making, agreements and by-laws typically come to Council in open session for approval and authorization to have the Mayor and City Clerk sign them. This was not an option for this agreement. With the formal announcement of the City’s HAF approval taking place at City Hall on March 11, 2025, with MP Vance Badawey, the Contribution Agreement can now be brought forward to open session to have Council adopt it via by-law.

As per the March 11th announcement, the City’s HAF allocation will accelerate the construction of 128 homes over the next three years and the construction of 1,175 homes over the next decade.

Discussion:

One of the conditions of receiving the HAF funding is that the City is required to undertake several CMHC approved initiatives that align with the goals of the program to create more housing supply and facilitate development. The initiatives included in the approved action plan, and contained in the Contribution Agreement, are as follows:

Initiative	Estimated Cost
<p>Higher Density Development Amendments</p> <p>The City is committed to amending its Planning policies to allow for 4 units as of right, provided proposals meet required setbacks, parking, and compatibility. Currently, 3 units as of right are permitted in Ontario. This will entail a policy review, policy development, and public engagement prior to implementation. CMHC have requested that some of the new units being created address the “missing middle” which usually refers to the lack of available and affordable housing for middle-income households to rent or own. This could include duplexes, triplexes, fourplexes, rowhouses, townhouses, other housing types, accessory dwelling units, secondary suits, and live–work housing developments.</p>	<p>\$ 25,000</p>

Climate Adaptability Plan Integration

\$ 20,000

A climate adaptability plan will promote greater environmental equity by ensuring residents benefit from cleaner air, greener spaces, and resilient infrastructure. It will also enhance community health and wellness by fostering safer, healthier living environments and supporting sustainable housing practices. This initiative will effectively integrate climate resilience strategies in a plan that will be included into the City's Official Plan and it will align with the City's 2023-2026 Strategic Plan which includes "Environment and Climate Change" and "Sustainable and Resilient Infrastructure" as key pillars.

Electronic Planning Application System

\$ 75,000

A new electronic planning application system is being designed to accelerate approvals for permits, work orders, and other administrative processes with the goal of enhancing the City's ability to track housing supply growth and manage projects more efficiently. Investments will focus on research and evaluation, system setup, staff training, and ongoing maintenance, ensuring the new system delivers streamlined operations and improved service delivery.

Affordable Housing Partnerships

\$ 600,000

In 2021, the City and Niagara Regional Housing (NRH) formed a partnership for an affordable housing project to be located between 725 and 709 King Street. Funds will be used for demolition, remediation, Record of Site Condition filing, some pre-development work, and content preparation for a City-wide Zoning By-law Amendment that will provide planning flexibility for more affordable housing projects in the future.

Data improvements of municipal data

\$ 100,000

A Planning module is being created that will be integrated with current City applications to improve the accuracy and accessibility of municipal data. Additionally, key planning documents, such as the Official Plan, Zoning By-Law and data used to screen development applications, are either not mapped or improperly mapped. Ensuring precise and up-to-date data is readily available to City staff, residents and the development community is critical for streamlining the review and approval processes, ultimately accelerating the delivery of new housing units.

Review parking requirements in intensification area	\$ 35,000
As part of the Contribution Agreement with CMHC, the City is committed to reviewing its parking requirements in intensification areas and determine if there are opportunities to “reduce or eliminate parking spaces.” This project will include public engagement.	

Infill Development and Housing Density	\$ 25,000
Planning policies will be reviewed to identify opportunities where the City’s Official Plan could be amended to support more infill development and increased density in key areas of the City. This will include stakeholder consultation and public engagement.	

City staff and external consultants have been working collaboratively on a work plan for each of the initiatives to ensure the City meets the timelines for completion set out in the agreement.

CMHC officials have confirmed that there is flexibility and discretion on allocating surplus HAF funds to other housing-related infrastructure projects in the City that help accelerate the creation of more housing units. To this end, staff have discussed the following housing-related projects that would benefit from the City’s HAF allocation and increase housing supply:

Other housing related projects	
Housing-Focused Municipal Services Corporation (MSC)	\$ 950,000
A new MSC will be created to help facilitate the construction of affordable and attainable housing projects through innovative financing models and leveraging strategic partnerships. The funding will be used to establish the legal, financial, and governance framework; cover the first 3 years of operating expenses; complete a feasibility study regarding underutilized City facilities and/or land that could be repurposed for housing; and to assist with the cost of concepts, pre-development studies, and project planning.	

Wastewater Lining	\$ 2,000,000
Council and staff have been focused on addressing inflow/infiltration issues. HAF funds will be used towards the current project to reline 1/3 of wastewater lines that will free up capacity of the wastewater treatment plant to help facilitate more housing development.	

Land acquisition costs of 725 King St	\$ 407,000
CMHC have confirmed that the HAF will reimburse the costs to acquire 725 King Street in May 2024 for the purposes of creating a larger development parcel for an affordable housing project with Niagara Regional Housing.	

Internal Consultations:

City staff from Development and Government Relations, Public Works, Corporate Communications, and the CAO have been involved to date and will continue to be involved with project implementation.

Financial Implications:

The City is not required to contribute any funds for the completion of the HAF initiatives or other housing-related projects included this report as they are eligible projects that qualify for the HAF funding. City staff have been working closely the CMHC official assigned to Port Colborne’s HAF allocation. Consultant costs and staff time spent on the initiatives are eligible expenses. The City is required to submit quarterly reports to CMHC in order to receive reimbursement of costs.

7 initiatives included in the CMHC approved action plan	\$ 880,000
Other housing-related projects	\$ 3,357,000
Contingency	<u>\$ 63,000</u>
Total	\$ 4,300,000

Public Engagement:

Many of the HAF initiatives will include a public engagement component as outlined in the Contribution Agreement. This will include surveys, open houses, public communications, and reports to Council.

Strategic Plan Alignment:

The initiatives contained within this report support the following pillars of the strategic plan:

- Environment and Climate Change

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

Conclusion:

The City was approved for \$4.3 million from the federal government's Housing Accelerator Fund. To receive this funding the City is committed to implementing seven initiatives focused on creating more housing supply. In addition, the City can use its remaining HAF allocation to invest in other housing-related projects.

Staff are recommending that Council authorize the Mayor and City Clerk to sign the by-law for the Contribution Agreement that was previously signed last December and that Council approve the list of recommended projects that can be funded by HAF.

Appendices:

- a. Contribution Agreement
- b. By-Law

Respectfully submitted,

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

Erik Acs
Chief Planner
905-228-8117
Erik.Acs@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.

HOUSING ACCELERATOR FUND CONTRIBUTION AGREEMENT

THIS AGREEMENT is made between CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC") and City of Port Colborne ("Recipient") (collectively the "Parties" and individually a "Party") with respect to the geographic and local area known as City of Port Colborne (the "Community").

WHEREAS:

- A. Canada faces a severe shortage of homes reducing the availability and affordability of housing.
- B. To address the housing shortage, among other measures, the Government of Canada introduced a housing accelerator fund ("HAF") in the 2022 federal budget that is intended to create more supply of housing at an accelerated pace and enhance certainty in the approvals and building process. The Government of Canada committed additional funding to HAF in the 2024 federal budget.
- C. CMHC is delivering HAF on behalf of the Government of Canada.
- D. CMHC is an agent of His Majesty in right of Canada pursuant to the *Canada Mortgage and Housing Corporation Act*, R.S.C. 1985, c. C-7, as amended, and is entering into this Agreement in that capacity and pursuant to the *National Housing Act*, R.S.C. 1985, c. N-11, as amended.
- E. The Recipient has applied to receive funding under HAF and, in support of its application, has submitted a proposed action plan that sets out the action items, initiatives and targets that the Recipient will undertake and/or achieve to remove systemic barriers to housing supply and boost supply in the Community.
- F. CMHC has approved the Recipient's application, including the proposed action plan, on the condition, *inter alia*, that the Recipient enters into this Agreement with CMHC.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 Definitions

In this Agreement, including in the Schedules hereto, the following terms shall have the following meanings:

- (i) "Additional Targets" means the additional targets for housing types listed in Section B(ii) of the Approved Action Plan.
- (ii) "Applicable Laws" means, with respect to any person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction.
- (iii) "Business Day" means any day other than a Saturday, a Sunday, or a statutory, civic or bank holiday in the Province of Ontario and/or in the province or territory where the Community is located.
- (iv) "Capital Project" means a project of a capital nature funded or partially funded by HAF Funding.
- (v) "Effective Date" means the date the Recipient executes this Agreement.

- (vi) **"Housing Needs Assessment Report"** means a report informed by data and in-depth research that describes the current and future housing needs of the Community.
- (vii) **"Housing Supply Growth Target"** means the total number of projected net new housing units set out in Section B(i) of the Approved Action Plan.

1.2 Schedules

The following schedules are attached to, and form part of this Agreement as well as such other schedules as may be added with the Parties' approval (each, a **"Schedule"**):

Schedule A	Approved Action Plan
Schedule B	HAF Funding

In the event of inconsistency between a Section or Sections of this Agreement and any Schedule, the Schedule prevails.

2. Term of the Agreement

This Agreement will be effective for the period commencing on the Effective Date and ending on the fourth anniversary of the Effective Date (the **"Term"**), provided that the expiry of the Term will not relieve the Recipient from completing any obligations under this Agreement, which remain outstanding as of the fourth anniversary of the Effective Date, including but not limited to, any reporting obligations.

3. Approved Action Plan and Commitments

3.1 The Parties agree that the Recipient has submitted a proposed action plan that has been approved by CMHC, and the relevant provisions of the approved action plan are included in Schedule A (the **"Approved Action Plan"**).

3.2 Section A of the Approved Action Plan sets out the various initiatives and action items that the Recipient has committed to undertake and complete (together, the **"Initiatives"**).

3.3 Section B of the Approved Action Plan sets out the Housing Supply Growth Target and the Additional Targets that the Recipient has committed to achieve.

3.4 The completion of the Initiatives, the achievement of the Housing Supply Growth Target and the Additional Targets, and the submission of a Housing Needs Assessment Report are collectively referred to in this Agreement as the **"Commitments"**.

3.5 The Recipient will undertake and complete the Initiatives and the Housing Needs Assessment Report, as applicable, by no later than the second anniversary of the Effective Date, or within the timelines set out in the Approved Action Plan under Schedule A, or as otherwise permitted by CMHC.

3.6 The Recipient will achieve the Housing Supply Growth Target and the Additional Targets by no later than the third anniversary of the Effective Date or as otherwise permitted by CMHC, as outlined in the prescribed reporting forms to be provided to the Recipient by CMHC (the **"Prescribed Reporting Forms"**).

3.7 The Recipient agrees to undertake and complete the Commitments subject to the terms and conditions of this Agreement.

3.8 The approval of the Approved Action Plan by CMHC does not relieve the Recipient from performing its own due diligence to ensure that it has the necessary authority to undertake the Commitments.

3.9 The Recipient is solely responsible for obtaining any approvals which may be required to implement the Commitments in the timeline necessary to meet the deadlines for completion, as set out in this Section 3.

3.10 The Recipient will make the Approved Action Plan public within three (3) months of the Government of Canada’s announcement of this Agreement or otherwise when requested by CMHC. The Approved Action Plan must be publicized in an open, transparent and effective manner through means deemed appropriate by the Recipient, acting reasonably, or as otherwise requested by CMHC.

4. Conditions to HAF Funding

4.1 Subject to the satisfaction of the following conditions by the Recipient, which conditions apply to each advance, CMHC agrees to advance HAF funding to the Recipient in the amount and pursuant to the advance schedule set out in Schedule B (“HAF Funding”):

- (i) The Recipient is in compliance with the terms and conditions of this Agreement;
- (ii) The Recipient has delivered all reporting required up to the date of the advance and CMHC, acting reasonably, is satisfied therewith;
- (iii) CMHC, acting reasonably, is satisfied with the Recipient’s progress on the implementation and achievement of the Commitments; and
- (iv) As a condition of the fourth advance only, the Recipient has achieved the Housing Supply Growth Target and the Additional Targets.

4.2 The Recipient acknowledges that payment of an advance by CMHC is not a determination by CMHC that the Recipient has complied with the foregoing conditions of funding for that advance. CMHC may reduce or withhold future advances where it is determined that the Recipient was not in compliance with the conditions of funding at the time of an advance.

5. Use of HAF Funding

5.1 The Recipient may use HAF Funding for any of the following purposes (each of which is a “Permitted Use”).

<p><i>Investments in HAF action plans:</i></p> <ul style="list-style-type: none"> - any initiative included in the Approved Action Plan <p><i>Investments in affordable housing:</i></p> <ul style="list-style-type: none"> - construction of affordable housing - repair or modernization of affordable housing - land or building acquisition for affordable housing <p><i>Investments in housing-related infrastructure:</i></p> <ul style="list-style-type: none"> - drinking water infrastructure that supports housing - wastewater infrastructure that supports housing 	<ul style="list-style-type: none"> - community energy systems that support housing - disaster mitigation that supports housing - brownfield redevelopment that supports housing - broadband and connectivity that supports housing - capacity building that supports housing - site preparation for housing developments <p><i>Investments in community-related infrastructure that supports housing:</i></p> <ul style="list-style-type: none"> - local roads and bridges that supports housing - sidewalks, lighting, bicycle lanes that
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<ul style="list-style-type: none"> - solid waste management that supports housing - public transit that supports housing 	<ul style="list-style-type: none"> supports housing - firehalls that support housing - landscaping and green space that supports housing
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5.2 The Recipient agrees that it will not use any portion of HAF Funding for any purpose, including any Capital Project, which is not a Permitted Use and that the Recipient will promptly return any portion of HAF Funding used for a purpose which is not a Permitted Use.

5.3 The Recipient acknowledges and agrees that it must spend HAF Funding prior to the fourth anniversary of the Effective Date and that, at CMHC’s request, it will promptly return any portion of HAF Funding that it has not spent by the fourth anniversary of the Effective Date to CMHC.

5.4 The Recipient will report on its use of HAF Funding in accordance with the reporting requirements set out in Section 6.

5.5 If the Recipient proposes to use HAF Funding for an Initiative or a Capital Project, which constitutes a *project* that is to be carried out, in whole or in part, on *federal lands* (as such terms are defined in the *Impact Assessment Act*), then the Recipient agrees that it will notify CMHC in writing of such proposed use and will not use the HAF Funding for such purpose until it has received confirmation from CMHC that the requirements of the *Impact Assessment Act* have been met.

6. Reporting

6.1 The Recipient will report to CMHC in the following intervals using the Prescribed Reporting Forms:

- (i) no later than 6 months following the Effective Date: submission of a signed attestation;
- (ii) prior to each subsequent advance and within 30 days following the first, second and third anniversary of the Effective Date, respectively: submission of a signed attestation, a progress report on each of the Commitments, a report on the permit data and a report on the use of HAF Funding; and
- (iii) within 90 days following the fourth anniversary of the Effective Date: submission of a report on the use of HAF Funding,

and all such reports will be submitted through an electronic upload into the portal established by CMHC or such other delivery method required by CMHC from time to time.

6.2 The Recipient acknowledges and agrees that:

- (i) CMHC may, in its sole discretion and acting reasonably, change the deadline for the submission of the reports, with prior written notice;
- (ii) CMHC may, in its sole discretion and acting reasonably, request additional reports from those listed in Section 6.1; and
- (iii) once submitted to CMHC, the Recipient will make the reports listed in Section 6.1 public in an open, transparent, effective and timely manner through means deemed appropriate by the Recipient, acting reasonably. For greater certainty, the Recipient must make each report public within three (3) months from the date of submission to CMHC.

6.3 In addition to the reporting listed in Section 6.1, the Recipient will update CMHC, no less frequently than twice per year, with any new material information known to the Recipient regarding any previously disclosed Capital Project or any new Capital Project.

7. CMHC's Rights

7.1 If the Recipient is not able to satisfy the conditions for an advance set out in Section 4.1, then CMHC may, in its sole discretion, withhold HAF Funding or reduce HAF Funding.

7.2 The Recipient's eligibility for HAF Funding does not constitute an assurance that it will be approved for other forms of CMHC funding or other federal assistance.

7.3 HAF Funding may be combined with financial support from other CMHC or federal programs unless restricted in such other programs.

7.4 HAF Funding will not be considered as local or provincial/territorial cost-matching under the existing CMHC-Provincial/Territorial Bilateral Agreements, if applicable.

7.5 If the Recipient (or a representative thereof) commits fraud, misconduct, criminal acts, gross negligence, misrepresentation or willful misconduct in respect of any matter related to this Agreement, then CMHC may immediately terminate this Agreement and declare HAF Funding to be repayable to CMHC in whole or in part and may exercise any other rights and remedies it has by operation of law or equity.

7.6 If the Recipient (or a representative thereof) does not comply with the terms and conditions of this Agreement and does not remedy such non-compliance within the timeframe requested by CMHC, acting reasonably, then CMHC may immediately terminate this Agreement and may exercise any other rights and remedies it has by operation of law or equity.

7.7 CMHC and any of its officers, employees and agents, each acting reasonably, shall have the right to request any information relating to the Recipient's compliance with this Agreement during the Term and for a period of two years following the expiry of the Term.

8. Recipient's Representations and Warranties

The Recipient represents and warrants to CMHC, as of the Effective Date, that:

- (i) all information provided to CMHC in the Approved Action Plan, application and any supporting documentation is true and correct;
- (ii) it has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Recipient; and
- (iii) it has obtained all necessary approvals and other actions whatsoever required as of the Effective Date in connection with the execution and delivery of this Agreement except for any approvals required to implement any Commitments which the Recipient has yet to obtain.

The Recipient acknowledges that CMHC is relying on such representations and warranties without independent investigation.

9. Costs

The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution and enforcement of this Agreement.

10. Liability and Indemnity

10.1 CMHC shall not be liable to the Recipient or any other party in relation to HAF Funding. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain liable to CMHC for the fulfillment of its obligations under this Agreement.

10.2 The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement; or (b) any act or failure to act on the part of the Recipient in connection with HAF Funding whether or not CMHC is named as a party.

11. Official Languages

The Recipient acknowledges and understands that CMHC is governed by the *Official Languages Act* (R.S.C., 1985, c.31 (4th Supp.)), as may be amended ("**Official Languages Act**") and follows related Treasury Board policies. The Recipient agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Official Languages Act*.

12. General

12.1 This Agreement, including the Schedules, comprise the entire agreement entered into between the Parties with respect to the subject matter hereof.

12.2 The Parties acknowledge that, pursuant to the *Financial Administration Act* (Canada) and, for greater certainty, notwithstanding any other provisions of this Agreement, the obligations of CMHC to make any advance under this Agreement, including HAF Funding, are subject to there being a Parliamentary appropriation for the fiscal year in which the advance is to be made. CMHC has no liability in case of no or insufficient appropriations for HAF Funding or any part thereof.

12.3 Nothing in this Agreement will fetter the discretion of the Recipient's elected council as to future decisions by the elected council. To the extent that future council approvals are required to implement any Initiatives or Commitments, then it will be the responsibility of the Recipient to ensure such council approvals are actively pursued.

12.4 Delivery of notice under this Agreement shall be effective on the day following transmission by e-mail to the Parties at the e-mail addresses set out on the signature pages of this Agreement.

12.5 The parties acknowledge that CMHC may wish, at its discretion, to participate in any public communications relating to this Agreement undertaken by the Recipient. Prior to any public communications (including announcements), the Recipient must (i) notify CMHC in writing of any such communications at least thirty (30) Business Days prior to such communications and (ii) if so requested by CMHC in writing, permit CMHC and/or the Government of Canada to participate in such communications. Notwithstanding the foregoing, it is understood that this Section does not apply to any public communications arising from the reporting obligations outlined in Section 6.2 (iii) above.

12.6 If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's HAF Funding in a manner acceptable to CMHC, acting reasonably.

12.7 CMHC and/or the Government of Canada may publicize details of the Recipient's use of HAF Funding, including any Capital Project, and by signing this Agreement, the Recipient consents to such disclosure and will cooperate with CMHC and/or the Government of Canada as appropriate to facilitate such publication.

12.8 CMHC and/or the Government of Canada may publicize the Recipient's Approved Action Plan, including on CMHC's website or any Government of Canada website, and by signing this Agreement, the Recipient consents to such disclosure and will cooperate with CMHC and/or the Government of Canada as appropriate to facilitate such publication.

12.9 Without limiting the reporting obligations found within this Agreement, the Recipient will cooperate with CMHC and provide such additional information in respect of the Recipient's obligations under this Agreement as CMHC may reasonably require from time to time.

12.10 This Agreement may be amended only by written agreement of CMHC and the Recipient, including, for greater certainty, amendments by exchange of e-mailed communications between the Parties that expressly includes the consent of each Party to the amendment.

12.11 The Recipient shall not assign this Agreement without the written consent of CMHC.

12.12 The Recipient shall comply with all Applicable Laws, regulations, and all requirements of regulatory bodies having jurisdiction over the subject matter of the Agreement.

12.13 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Community is located and the federal laws of Canada applicable therein.

12.14 The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

12.15 If, for any reason, a provision of this Agreement that is not a fundamental term is found by a court of competent jurisdiction to be or to have become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other provisions of this Agreement will continue to be valid and enforceable.

12.16 The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

12.17 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other. No Party will use the name, logo or marks of the other Party without the prior express written consent of that other Party, except as otherwise provided for in this Agreement.

12.18 Any reference to "Applicant" or "applicant" in the application has the same meaning as the "Recipient" as defined in this Agreement.

12.19 If the date for the doing of any act hereunder falls on a day other than a Business Day, such date shall be extended to the first Business Day following such day.

12.20 This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf or any other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include a scanned and electronically transmitted copy of a "wet ink" signature, any electronic symbol or process attached to, or associated with, a contract or other record and adopted by an individual with the intent to sign, authenticate or accept such contract or record on behalf of a party, whether delivered by facsimile, e-mail, or through an information system (each an "**Electronic Signature**"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Laws.

12.21 Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa. The division of this Agreement into Sections and Schedules and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the Parties agree to the terms and conditions of this Agreement as of the Effective Date.

CANADA MORTGAGE AND HOUSING CORPORATION

Name:

Title:

Email: HAF-FACL@cmhc-schl.gc.ca

I have the authority to bind the corporation.

*CMHC signature page for Housing Accelerator Fund Contribution Agreement
between CMHC and City of Port Colborne*

City of Port Colborne

Name: William C. Steele

Title: Mayor

Name: Charlotte Madden

Title: City Clerk

Email: [cityclerk@portcolborne.ca]¹

I/We have the authority to bind the Recipient.

The Recipient has executed this Agreement on the 11th day of December, 2024.²

*Recipient signature page for Housing Accelerator Fund Contribution Agreement
between CMHC and Recipient*

¹ This e-mail address is for receipt of written notices pursuant to Section 12.4 and other communication under this Agreement. Accordingly, the e-mail address should be the e-mail address designated by the Recipient for the receipt of such communications. It will be up to the Recipient to ensure this e-mail address is monitored for such purposes.

² Recipient to insert the date that it signs the Contribution Agreement.

SCHEDULE A

Approved Action Plan

Section A - Initiatives	
Initiative 1	Higher-Density Development Amendments (including 4 Units As-of-Right City-Wide)
Start Date	2024-10-01
Completion Date	2025-12-01
Expected Results	41 estimated permitted units that the Initiative will incent.
Milestone 1	Finalization & Implementation
Start Date	2025-04-01
Completion Date	2025-12-01
Milestone 2	Planning and Initial Implementation
Start Date	2024-10-01
Completion Date	2025-12-01
Milestone 3	Review & Policy Development
Start Date	2024-10-01
Completion Date	2025-12-01
Initiative 2	Climate Adaptability Plan Integration
Start Date	2024-10-01
Completion Date	2026-10-01
Expected Results	8 estimated permitted units that the Initiative will incent.
Milestone 1	Planning & Development including drafting a Climate Adaptability Plan
Start Date	2024-10-01
Completion Date	2025-04-01
Milestone 2	Integration & Policy Development including full incorporation into the City's Official Plan
Start Date	2025-04-01
Completion Date	2025-10-01
Milestone 3	Implementation & Evaluation including obtaining formal adoption of the updated Official Plan by City Council
Start Date	2025-10-01
Completion Date	2026-04-01

Initiative 3	Electronic Planning Application System
Start Date	2024-10-01
Completion Date	2026-10-01
Expected Results	8 estimated permitted units that the Initiative will incent.
Milestone 1	System Development & Preparation
Start Date	2024-10-01
Completion Date	2025-04-01
Milestone 2	Implementation & Testing
Start Date	2025-04-01
Completion Date	2025-10-01
Milestone 3	Optimization & Evaluation
Start Date	2025-10-01
Completion Date	2026-10-01
Initiative 4	Affordable Housing Partnerships
Start Date	2025-04-01
Completion Date	2027-09-01
Expected Results	43 estimated permitted units that the Initiative will incent.
Milestone 1	Establish Partnerships: Finalize Agreements with Housing Providers
Start Date	2025-04-01
Completion Date	2025-09-01
Milestone 2	Planning & Pre-Development
Start Date	2025-04-01
Completion Date	2025-10-01
Milestone 3	Identify Brownfield Sites for Development
Start Date	2025-09-01
Completion Date	2025-12-01
Milestone 4	Remediation Planning: Development Detailed Remediation Plans
Start Date	2026-03-01
Completion Date	2027-03-01
Initiative 5	Data Improvement Initiative to improve the accuracy and accessibility of municipal data

Start Date	2025-01-01
Completion Date	2027-12-01
Expected Results	8 estimated permitted units that the Initiative will incent.
Milestone 1	Data Assessment & Planning
Start Date	2025-01-01
Completion Date	2025-06-01
Milestone 2	Data Mapping & Implementation
Start Date	2025-06-01
Completion Date	2026-09-01
Milestone 3	Review & Optimization
Start Date	2026-09-01
Completion Date	2027-09-01
Initiative 6	Reduce or eliminate parking requirements in Intensification Areas
Start Date	2024-10-01
Completion Date	2025-10-01
Expected Results	12 estimated permitted units that the Initiative will incent.
Milestone 1	Policy Review & Analysis
Start Date	2024-10-01
Completion Date	2025-01-01
Milestone 2	Draft Policy Development
Start Date	2025-01-01
Completion Date	2025-03-01
Milestone 3	Public Consultation & Official Plan Amendment including formal adoption by City Council
Start Date	2025-03-01
Completion Date	2025-06-01
Milestone 4	Implementation & Monitoring
Start Date	2025-06-01
Completion Date	2025-10-01
Initiative 7	Infill Development and Housing Density
Start Date	2024-10-01

Completion Date	2026-10-01
Expected Results	8 estimated permitted units that the initiative will incent.
Milestone 1	Conduct Initial Analysis and Feasibility Study
Start Date	2024-10-01
Completion Date	2025-01-01
Milestone 2	Develop Policy Recommendations
Start Date	2025-01-01
Completion Date	2025-03-01
Milestone 3	Stakeholder Consultation & Public Engagement
Start Date	2025-03-01
Completion Date	2025-07-01
Milestone 4	Finalize Policy & Integrate into OP
Start Date	2025-07-01
Completion Date	2025-10-01
Milestone 5	Implement & Monitor Policy Rollout
Start Date	2025-10-01
Completion Date	2026-10-01
Section B – Targets	
<p>i. The Recipient agrees to a Housing Supply Growth Target of 371 permitted housing units.</p> <p>ii. The Recipient agrees to the following Additional Targets:</p> <ul style="list-style-type: none"> • 0 multi-unit housing units in close proximity to rapid transit • 194 missing middle housing units • 0 other multi-unit housing units • 27.76 percent of the Housing Supply Growth Target are affordable units. 	
Section C - Housing Needs Assessment Report	
Select one applicable statement.	
<p><input checked="" type="checkbox"/> The Recipient recently (within two years of the 2024 federal budget announcement (April 16, 2024)) completed a Housing Needs Assessment Report and there is a reoccurring scheduled review date included in the report. The Recipient requested that the Housing Needs Assessment Report requirement be waived. There is no requirement to complete or update a Housing Needs Assessment Report.</p> <p>OR</p> <p><input type="checkbox"/> The Recipient has recently (within two years of the 2024 federal budget announcement (April 16, 2024)) completed a Housing Needs Assessment Report, but it will need to be updated to include a reoccurring scheduled review date. The Recipient will add a reoccurring scheduled review date.</p>	

OR

The Recipient does not have a Housing Needs Assessment Report. The Recipient will complete one and include a reoccurring scheduled review date in the report.

SCHEDULE B

HAF Funding

Subject to compliance with the terms and conditions of this Agreement, the Recipient will be eligible for HAF Funding in the amount of \$ 4,379,002.40. HAF Funding will be disbursed in four separate advances as follows:

ADVANCES	CMHC FISCAL YEAR	AMOUNT
First Advance	2024/25 (Effective Date – March 31, 2025)	\$ 1,094,750.60
Second Advance	2025/26 (April 1, 2025 – March 31, 2026)	\$ 1,094,750.60
Third Advance	2026/27 (April 1, 2026 – March 31, 2027)	\$ 1,094,750.60
Fourth Advance	2027/28 (April 1, 2027 – March 31, 2028)	\$ 1,094,750.60

**The Corporation of the City of Port Colborne
By-law No. _____**

**Being a By-law to Authorize Entering into a Contribution Agreement with the
Canada Mortgage and Housing Corporation for the Housing Accelerator Fund**

Whereas at its meeting of May 13, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report No. 2025-95, Subject: Housing Accelerator Fund Contribution Agreement and Project Updates; and

Whereas Council is desirous of entering into a Contribution Agreement with the Canada Mortgage and Housing Corporation, and

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

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

1. That The Corporation of the City of Port Colborne enters into a Contribution Agreement with the Canada Mortgage and Housing Corporation regarding the Housing Accelerator Fund program.
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 or any other phase of the Housing Accelerator Fund program, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 13th day of May, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne
By-law No. _____

**Being a By-law to Authorize Entering into a Contribution Agreement with the
Canada Mortgage and Housing Corporation for the Housing Accelerator Fund**

Whereas at its meeting of May 13, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report No. 2025-95, Subject: Housing Accelerator Fund Contribution Agreement and Project Updates; and

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

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

1. That The Corporation of the City of Port Colborne enters into a Contribution Agreement with the Canada Mortgage and Housing Corporation regarding the Housing Accelerator Fund program.
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 or any other phase of the Housing Accelerator Fund program, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 13th day of May, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

HOUSING ACCELERATOR FUND CONTRIBUTION AGREEMENT

THIS AGREEMENT is made between CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC") and City of Port Colborne ("Recipient") (collectively the "Parties" and individually a "Party") with respect to the geographic and local area known as City of Port Colborne (the "Community").

WHEREAS:

- A. Canada faces a severe shortage of homes reducing the availability and affordability of housing.
- B. To address the housing shortage, among other measures, the Government of Canada introduced a housing accelerator fund ("HAF") in the 2022 federal budget that is intended to create more supply of housing at an accelerated pace and enhance certainty in the approvals and building process. The Government of Canada committed additional funding to HAF in the 2024 federal budget.
- C. CMHC is delivering HAF on behalf of the Government of Canada.
- D. CMHC is an agent of His Majesty in right of Canada pursuant to the *Canada Mortgage and Housing Corporation Act*, R.S.C. 1985, c. C-7, as amended, and is entering into this Agreement in that capacity and pursuant to the *National Housing Act*, R.S.C. 1985, c. N-11, as amended.
- E. The Recipient has applied to receive funding under HAF and, in support of its application, has submitted a proposed action plan that sets out the action items, initiatives and targets that the Recipient will undertake and/or achieve to remove systemic barriers to housing supply and boost supply in the Community.
- F. CMHC has approved the Recipient's application, including the proposed action plan, on the condition, *inter alia*, that the Recipient enters into this Agreement with CMHC.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 Definitions

In this Agreement, including in the Schedules hereto, the following terms shall have the following meanings:

- (i) "Additional Targets" means the additional targets for housing types listed in Section B(ii) of the Approved Action Plan.
- (ii) "Applicable Laws" means, with respect to any person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction.
- (iii) "Business Day" means any day other than a Saturday, a Sunday, or a statutory, civic or bank holiday in the Province of Ontario and/or in the province or territory where the Community is located.
- (iv) "Capital Project" means a project of a capital nature funded or partially funded by HAF Funding.
- (v) "Effective Date" means the date the Recipient executes this Agreement.

- (vi) **"Housing Needs Assessment Report"** means a report informed by data and in-depth research that describes the current and future housing needs of the Community.
- (vii) **"Housing Supply Growth Target"** means the total number of projected net new housing units set out in Section B(i) of the Approved Action Plan.

1.2 Schedules

The following schedules are attached to, and form part of this Agreement as well as such other schedules as may be added with the Parties' approval (each, a **"Schedule"**):

Schedule A	Approved Action Plan
Schedule B	HAF Funding

In the event of inconsistency between a Section or Sections of this Agreement and any Schedule, the Schedule prevails.

2. Term of the Agreement

This Agreement will be effective for the period commencing on the Effective Date and ending on the fourth anniversary of the Effective Date (the **"Term"**), provided that the expiry of the Term will not relieve the Recipient from completing any obligations under this Agreement, which remain outstanding as of the fourth anniversary of the Effective Date, including but not limited to, any reporting obligations.

3. Approved Action Plan and Commitments

3.1 The Parties agree that the Recipient has submitted a proposed action plan that has been approved by CMHC, and the relevant provisions of the approved action plan are included in Schedule A (the **"Approved Action Plan"**).

3.2 Section A of the Approved Action Plan sets out the various initiatives and action items that the Recipient has committed to undertake and complete (together, the **"Initiatives"**).

3.3 Section B of the Approved Action Plan sets out the Housing Supply Growth Target and the Additional Targets that the Recipient has committed to achieve.

3.4 The completion of the Initiatives, the achievement of the Housing Supply Growth Target and the Additional Targets, and the submission of a Housing Needs Assessment Report are collectively referred to in this Agreement as the **"Commitments"**.

3.5 The Recipient will undertake and complete the Initiatives and the Housing Needs Assessment Report, as applicable, by no later than the second anniversary of the Effective Date, or within the timelines set out in the Approved Action Plan under Schedule A, or as otherwise permitted by CMHC.

3.6 The Recipient will achieve the Housing Supply Growth Target and the Additional Targets by no later than the third anniversary of the Effective Date or as otherwise permitted by CMHC, as outlined in the prescribed reporting forms to be provided to the Recipient by CMHC (the **"Prescribed Reporting Forms"**).

3.7 The Recipient agrees to undertake and complete the Commitments subject to the terms and conditions of this Agreement.

3.8 The approval of the Approved Action Plan by CMHC does not relieve the Recipient from performing its own due diligence to ensure that it has the necessary authority to undertake the Commitments.

3.9 The Recipient is solely responsible for obtaining any approvals which may be required to implement the Commitments in the timeline necessary to meet the deadlines for completion, as set out in this Section 3.

3.10 The Recipient will make the Approved Action Plan public within three (3) months of the Government of Canada’s announcement of this Agreement or otherwise when requested by CMHC. The Approved Action Plan must be publicized in an open, transparent and effective manner through means deemed appropriate by the Recipient, acting reasonably, or as otherwise requested by CMHC.

4. Conditions to HAF Funding

4.1 Subject to the satisfaction of the following conditions by the Recipient, which conditions apply to each advance, CMHC agrees to advance HAF funding to the Recipient in the amount and pursuant to the advance schedule set out in Schedule B (“HAF Funding”):

- (i) The Recipient is in compliance with the terms and conditions of this Agreement;
- (ii) The Recipient has delivered all reporting required up to the date of the advance and CMHC, acting reasonably, is satisfied therewith;
- (iii) CMHC, acting reasonably, is satisfied with the Recipient’s progress on the implementation and achievement of the Commitments; and
- (iv) As a condition of the fourth advance only, the Recipient has achieved the Housing Supply Growth Target and the Additional Targets.

4.2 The Recipient acknowledges that payment of an advance by CMHC is not a determination by CMHC that the Recipient has complied with the foregoing conditions of funding for that advance. CMHC may reduce or withhold future advances where it is determined that the Recipient was not in compliance with the conditions of funding at the time of an advance.

5. Use of HAF Funding

5.1 The Recipient may use HAF Funding for any of the following purposes (each of which is a “Permitted Use”).

<p><i>Investments in HAF action plans:</i></p> <ul style="list-style-type: none"> - any initiative included in the Approved Action Plan <p><i>Investments in affordable housing:</i></p> <ul style="list-style-type: none"> - construction of affordable housing - repair or modernization of affordable housing - land or building acquisition for affordable housing <p><i>Investments in housing-related infrastructure:</i></p> <ul style="list-style-type: none"> - drinking water infrastructure that supports housing - wastewater infrastructure that supports housing 	<ul style="list-style-type: none"> - community energy systems that support housing - disaster mitigation that supports housing - brownfield redevelopment that supports housing - broadband and connectivity that supports housing - capacity building that supports housing - site preparation for housing developments <p><i>Investments in community-related infrastructure that supports housing:</i></p> <ul style="list-style-type: none"> - local roads and bridges that supports housing - sidewalks, lighting, bicycle lanes that
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<ul style="list-style-type: none"> - solid waste management that supports housing - public transit that supports housing 	<ul style="list-style-type: none"> supports housing - firehalls that support housing - landscaping and green space that supports housing
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5.2 The Recipient agrees that it will not use any portion of HAF Funding for any purpose, including any Capital Project, which is not a Permitted Use and that the Recipient will promptly return any portion of HAF Funding used for a purpose which is not a Permitted Use.

5.3 The Recipient acknowledges and agrees that it must spend HAF Funding prior to the fourth anniversary of the Effective Date and that, at CMHC’s request, it will promptly return any portion of HAF Funding that it has not spent by the fourth anniversary of the Effective Date to CMHC.

5.4 The Recipient will report on its use of HAF Funding in accordance with the reporting requirements set out in Section 6.

5.5 If the Recipient proposes to use HAF Funding for an Initiative or a Capital Project, which constitutes a *project* that is to be carried out, in whole or in part, on *federal lands* (as such terms are defined in the *Impact Assessment Act*), then the Recipient agrees that it will notify CMHC in writing of such proposed use and will not use the HAF Funding for such purpose until it has received confirmation from CMHC that the requirements of the *Impact Assessment Act* have been met.

6. Reporting

6.1 The Recipient will report to CMHC in the following intervals using the Prescribed Reporting Forms:

- (i) no later than 6 months following the Effective Date: submission of a signed attestation;
- (ii) prior to each subsequent advance and within 30 days following the first, second and third anniversary of the Effective Date, respectively: submission of a signed attestation, a progress report on each of the Commitments, a report on the permit data and a report on the use of HAF Funding; and
- (iii) within 90 days following the fourth anniversary of the Effective Date: submission of a report on the use of HAF Funding,

and all such reports will be submitted through an electronic upload into the portal established by CMHC or such other delivery method required by CMHC from time to time.

6.2 The Recipient acknowledges and agrees that:

- (i) CMHC may, in its sole discretion and acting reasonably, change the deadline for the submission of the reports, with prior written notice;
- (ii) CMHC may, in its sole discretion and acting reasonably, request additional reports from those listed in Section 6.1; and
- (iii) once submitted to CMHC, the Recipient will make the reports listed in Section 6.1 public in an open, transparent, effective and timely manner through means deemed appropriate by the Recipient, acting reasonably. For greater certainty, the Recipient must make each report public within three (3) months from the date of submission to CMHC.

6.3 In addition to the reporting listed in Section 6.1, the Recipient will update CMHC, no less frequently than twice per year, with any new material information known to the Recipient regarding any previously disclosed Capital Project or any new Capital Project.

7. CMHC's Rights

7.1 If the Recipient is not able to satisfy the conditions for an advance set out in Section 4.1, then CMHC may, in its sole discretion, withhold HAF Funding or reduce HAF Funding.

7.2 The Recipient's eligibility for HAF Funding does not constitute an assurance that it will be approved for other forms of CMHC funding or other federal assistance.

7.3 HAF Funding may be combined with financial support from other CMHC or federal programs unless restricted in such other programs.

7.4 HAF Funding will not be considered as local or provincial/territorial cost-matching under the existing CMHC-Provincial/Territorial Bilateral Agreements, if applicable.

7.5 If the Recipient (or a representative thereof) commits fraud, misconduct, criminal acts, gross negligence, misrepresentation or willful misconduct in respect of any matter related to this Agreement, then CMHC may immediately terminate this Agreement and declare HAF Funding to be repayable to CMHC in whole or in part and may exercise any other rights and remedies it has by operation of law or equity.

7.6 If the Recipient (or a representative thereof) does not comply with the terms and conditions of this Agreement and does not remedy such non-compliance within the timeframe requested by CMHC, acting reasonably, then CMHC may immediately terminate this Agreement and may exercise any other rights and remedies it has by operation of law or equity.

7.7 CMHC and any of its officers, employees and agents, each acting reasonably, shall have the right to request any information relating to the Recipient's compliance with this Agreement during the Term and for a period of two years following the expiry of the Term.

8. Recipient's Representations and Warranties

The Recipient represents and warrants to CMHC, as of the Effective Date, that:

- (i) all information provided to CMHC in the Approved Action Plan, application and any supporting documentation is true and correct;
- (ii) it has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Recipient; and
- (iii) it has obtained all necessary approvals and other actions whatsoever required as of the Effective Date in connection with the execution and delivery of this Agreement except for any approvals required to implement any Commitments which the Recipient has yet to obtain.

The Recipient acknowledges that CMHC is relying on such representations and warranties without independent investigation.

9. Costs

The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution and enforcement of this Agreement.

10. Liability and Indemnity

10.1 CMHC shall not be liable to the Recipient or any other party in relation to HAF Funding. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain liable to CMHC for the fulfillment of its obligations under this Agreement.

10.2 The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement; or (b) any act or failure to act on the part of the Recipient in connection with HAF Funding whether or not CMHC is named as a party.

11. Official Languages

The Recipient acknowledges and understands that CMHC is governed by the *Official Languages Act* (R.S.C., 1985, c.31 (4th Supp.)), as may be amended ("**Official Languages Act**") and follows related Treasury Board policies. The Recipient agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Official Languages Act*.

12. General

12.1 This Agreement, including the Schedules, comprise the entire agreement entered into between the Parties with respect to the subject matter hereof.

12.2 The Parties acknowledge that, pursuant to the *Financial Administration Act* (Canada) and, for greater certainty, notwithstanding any other provisions of this Agreement, the obligations of CMHC to make any advance under this Agreement, including HAF Funding, are subject to there being a Parliamentary appropriation for the fiscal year in which the advance is to be made. CMHC has no liability in case of no or insufficient appropriations for HAF Funding or any part thereof.

12.3 Nothing in this Agreement will fetter the discretion of the Recipient's elected council as to future decisions by the elected council. To the extent that future council approvals are required to implement any Initiatives or Commitments, then it will be the responsibility of the Recipient to ensure such council approvals are actively pursued.

12.4 Delivery of notice under this Agreement shall be effective on the day following transmission by e-mail to the Parties at the e-mail addresses set out on the signature pages of this Agreement.

12.5 The parties acknowledge that CMHC may wish, at its discretion, to participate in any public communications relating to this Agreement undertaken by the Recipient. Prior to any public communications (including announcements), the Recipient must (i) notify CMHC in writing of any such communications at least thirty (30) Business Days prior to such communications and (ii) if so requested by CMHC in writing, permit CMHC and/or the Government of Canada to participate in such communications. Notwithstanding the foregoing, it is understood that this Section does not apply to any public communications arising from the reporting obligations outlined in Section 6.2 (iii) above.

12.6 If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's HAF Funding in a manner acceptable to CMHC, acting reasonably.

12.7 CMHC and/or the Government of Canada may publicize details of the Recipient's use of HAF Funding, including any Capital Project, and by signing this Agreement, the Recipient consents to such disclosure and will cooperate with CMHC and/or the Government of Canada as appropriate to facilitate such publication.

12.8 CMHC and/or the Government of Canada may publicize the Recipient's Approved Action Plan, including on CMHC's website or any Government of Canada website, and by signing this Agreement, the Recipient consents to such disclosure and will cooperate with CMHC and/or the Government of Canada as appropriate to facilitate such publication.

12.9 Without limiting the reporting obligations found within this Agreement, the Recipient will cooperate with CMHC and provide such additional information in respect of the Recipient's obligations under this Agreement as CMHC may reasonably require from time to time.

12.10 This Agreement may be amended only by written agreement of CMHC and the Recipient, including, for greater certainty, amendments by exchange of e-mailed communications between the Parties that expressly includes the consent of each Party to the amendment.

12.11 The Recipient shall not assign this Agreement without the written consent of CMHC.

12.12 The Recipient shall comply with all Applicable Laws, regulations, and all requirements of regulatory bodies having jurisdiction over the subject matter of the Agreement.

12.13 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Community is located and the federal laws of Canada applicable therein.

12.14 The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

12.15 If, for any reason, a provision of this Agreement that is not a fundamental term is found by a court of competent jurisdiction to be or to have become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other provisions of this Agreement will continue to be valid and enforceable.

12.16 The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

12.17 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other. No Party will use the name, logo or marks of the other Party without the prior express written consent of that other Party, except as otherwise provided for in this Agreement.

12.18 Any reference to "Applicant" or "applicant" in the application has the same meaning as the "Recipient" as defined in this Agreement.

12.19 If the date for the doing of any act hereunder falls on a day other than a Business Day, such date shall be extended to the first Business Day following such day.

12.20 This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf or any other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include a scanned and electronically transmitted copy of a "wet ink" signature, any electronic symbol or process attached to, or associated with, a contract or other record and adopted by an individual with the intent to sign, authenticate or accept such contract or record on behalf of a party, whether delivered by facsimile, e-mail, or through an information system (each an "**Electronic Signature**"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Laws.

12.21 Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa. The division of this Agreement into Sections and Schedules and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the Parties agree to the terms and conditions of this Agreement as of the Effective Date.

CANADA MORTGAGE AND HOUSING CORPORATION

Name:

Title:

Email: HAF-FACL@cmhc-schl.gc.ca

I have the authority to bind the corporation.

*CMHC signature page for Housing Accelerator Fund Contribution Agreement
between CMHC and City of Port Colborne*

City of Port Colborne

Name: William C. Steele

Title: Mayor

Name: Charlotte Madden

Title: City Clerk

Email: [cityclerk@portcolborne.ca]¹

I/We have the authority to bind the Recipient.

The Recipient has executed this Agreement on the 11th day of December, 2024.²

*Recipient signature page for Housing Accelerator Fund Contribution Agreement
between CMHC and Recipient*

¹ This e-mail address is for receipt of written notices pursuant to Section 12.4 and other communication under this Agreement. Accordingly, the e-mail address should be the e-mail address designated by the Recipient for the receipt of such communications. It will be up to the Recipient to ensure this e-mail address is monitored for such purposes.

² Recipient to insert the date that it signs the Contribution Agreement.

SCHEDULE A

Approved Action Plan

Section A - Initiatives	
Initiative 1	Higher-Density Development Amendments (including 4 Units As-of-Right City-Wide)
Start Date	2024-10-01
Completion Date	2025-12-01
Expected Results	41 estimated permitted units that the Initiative will incent.
Milestone 1	Finalization & Implementation
Start Date	2025-04-01
Completion Date	2025-12-01
Milestone 2	Planning and Initial Implementation
Start Date	2024-10-01
Completion Date	2025-12-01
Milestone 3	Review & Policy Development
Start Date	2024-10-01
Completion Date	2025-12-01
Initiative 2	Climate Adaptability Plan Integration
Start Date	2024-10-01
Completion Date	2026-10-01
Expected Results	8 estimated permitted units that the Initiative will incent.
Milestone 1	Planning & Development including drafting a Climate Adaptability Plan
Start Date	2024-10-01
Completion Date	2025-04-01
Milestone 2	Integration & Policy Development including full incorporation into the City's Official Plan
Start Date	2025-04-01
Completion Date	2025-10-01
Milestone 3	Implementation & Evaluation including obtaining formal adoption of the updated Official Plan by City Council
Start Date	2025-10-01
Completion Date	2026-04-01

Initiative 3	Electronic Planning Application System
Start Date	2024-10-01
Completion Date	2026-10-01
Expected Results	8 estimated permitted units that the Initiative will incent.
Milestone 1	System Development & Preparation
Start Date	2024-10-01
Completion Date	2025-04-01
Milestone 2	Implementation & Testing
Start Date	2025-04-01
Completion Date	2025-10-01
Milestone 3	Optimization & Evaluation
Start Date	2025-10-01
Completion Date	2026-10-01
Initiative 4	Affordable Housing Partnerships
Start Date	2025-04-01
Completion Date	2027-09-01
Expected Results	43 estimated permitted units that the Initiative will incent.
Milestone 1	Establish Partnerships: Finalize Agreements with Housing Providers
Start Date	2025-04-01
Completion Date	2025-09-01
Milestone 2	Planning & Pre-Development
Start Date	2025-04-01
Completion Date	2025-10-01
Milestone 3	Identify Brownfield Sites for Development
Start Date	2025-09-01
Completion Date	2025-12-01
Milestone 4	Remediation Planning: Development Detailed Remediation Plans
Start Date	2026-03-01
Completion Date	2027-03-01
Initiative 5	Data Improvement Initiative to improve the accuracy and accessibility of municipal data

Start Date	2025-01-01
Completion Date	2027-12-01
Expected Results	8 estimated permitted units that the Initiative will incent.
Milestone 1	Data Assessment & Planning
Start Date	2025-01-01
Completion Date	2025-06-01
Milestone 2	Data Mapping & Implementation
Start Date	2025-06-01
Completion Date	2026-09-01
Milestone 3	Review & Optimization
Start Date	2026-09-01
Completion Date	2027-09-01
Initiative 6	Reduce or eliminate parking requirements in Intensification Areas
Start Date	2024-10-01
Completion Date	2025-10-01
Expected Results	12 estimated permitted units that the Initiative will incent.
Milestone 1	Policy Review & Analysis
Start Date	2024-10-01
Completion Date	2025-01-01
Milestone 2	Draft Policy Development
Start Date	2025-01-01
Completion Date	2025-03-01
Milestone 3	Public Consultation & Official Plan Amendment including formal adoption by City Council
Start Date	2025-03-01
Completion Date	2025-06-01
Milestone 4	Implementation & Monitoring
Start Date	2025-06-01
Completion Date	2025-10-01
Initiative 7	Infill Development and Housing Density
Start Date	2024-10-01

Completion Date	2026-10-01
Expected Results	8 estimated permitted units that the initiative will incent.
Milestone 1	Conduct Initial Analysis and Feasibility Study
Start Date	2024-10-01
Completion Date	2025-01-01
Milestone 2	Develop Policy Recommendations
Start Date	2025-01-01
Completion Date	2025-03-01
Milestone 3	Stakeholder Consultation & Public Engagement
Start Date	2025-03-01
Completion Date	2025-07-01
Milestone 4	Finalize Policy & Integrate into OP
Start Date	2025-07-01
Completion Date	2025-10-01
Milestone 5	Implement & Monitor Policy Rollout
Start Date	2025-10-01
Completion Date	2026-10-01

Section B – Targets

- i. The Recipient agrees to a Housing Supply Growth Target of 371 permitted housing units.
- ii. The Recipient agrees to the following Additional Targets:
 - 0 multi-unit housing units in close proximity to rapid transit
 - 194 missing middle housing units
 - 0 other multi-unit housing units
 - 27.76 percent of the Housing Supply Growth Target are affordable units.

Section C - Housing Needs Assessment Report

Select one applicable statement.

The Recipient recently (within two years of the 2024 federal budget announcement (April 16, 2024)) completed a Housing Needs Assessment Report and there is a reoccurring scheduled review date included in the report. The Recipient requested that the Housing Needs Assessment Report requirement be waived. There is no requirement to complete or update a Housing Needs Assessment Report.

OR

The Recipient has recently (within two years of the 2024 federal budget announcement (April 16, 2024)) completed a Housing Needs Assessment Report, but it will need to be updated to include a reoccurring scheduled review date. The Recipient will add a reoccurring scheduled review date.

OR

The Recipient does not have a Housing Needs Assessment Report. The Recipient will complete one and include a reoccurring scheduled review date in the report.

SCHEDULE B

HAF Funding

Subject to compliance with the terms and conditions of this Agreement, the Recipient will be eligible for HAF Funding in the amount of \$ 4,379,002.40. HAF Funding will be disbursed in four separate advances as follows:

ADVANCES	CMHC FISCAL YEAR	AMOUNT
First Advance	2024/25 (Effective Date – March 31, 2025)	\$ 1,094,750.60
Second Advance	2025/26 (April 1, 2025 – March 31, 2026)	\$ 1,094,750.60
Third Advance	2026/27 (April 1, 2026 – March 31, 2027)	\$ 1,094,750.60
Fourth Advance	2027/28 (April 1, 2027 – March 31, 2028)	\$ 1,094,750.60

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with Lighthouse Festival Theatre Regarding the Management of the Theatre at Roselawn Centre and to Repeal By-law 6877/25/21

Whereas at its meeting of May 13, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Department of Museum and Culture, Report No. 2025-108, Subject: Lighthouse Festival Agreement; and

Whereas Council is desirous of having the building municipally known as the Roselawn Centre well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities; and

Whereas Council is desirous of entering into an agreement with Lighthouse Festival Theatre, for the purposes of managing the Theatre at the Roselawn Centre; and

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

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

1. That The Corporation of the City of Port Colborne enters into an agreement with Lighthouse Festival Theatre, for the purposes of managing and operating theatre programming and ancillary services.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That By-law No. 6877/25/21, Being a By-law to Authorize Entering into an Agreement with Lighthouse Festival Theatre Corporation Regarding the Management of the Theatre at Roselawn Centre dated April 12, 2021, is hereby repealed.
4. That this By-law come into force and take effect on the day of passing.

Enacted and passed this 13th day of May, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

This Agreement made in triplicate this _____ day of _____, 2025

- Between -

THE CORPORATION OF THE CITY OF PORT COLBORNE

66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

(Hereinafter referred to as the "City")

- and -

LIGHTHOUSE FESTIVAL THEATRE CORPORATION

P.O. Box 1208, 247 Main Street, Port Dover, Ontario, NOA 1N0

(herein referred to as "Lighthouse Festival Theatre")

WHEREAS the City owns the building municipally known as the Roselawn Centre (hereafter referred to as the "Roselawn Centre"), located at 296 Fielden Avenue, Port Colborne, Ontario, L3K 4T6; and

WHEREAS the City is desirous of having the Roselawn Centre regularly and well-used, managed and occupied as a theatre or centre for artistic groups and the performing arts and activities incidental or ancillary thereto; and

WHEREAS the City requires an independent contractor to operate and manage theatre programming and ancillary services, and is desirous of having certain premises within the Roselawn Centre, as described herein, utilized for said purpose, in accordance with the terms and conditions of this Agreement; and

WHEREAS Lighthouse Festival Theatre, incorporated in 1981 and located in Port Dover, is a year round theatre, that presents high quality professional theatre with a focus on Canadian artists for the Niagara Region, building a stronger subscription base, developing relationships with sponsors and donors, and investing back into the artistic community; and

WHEREAS the City often seeks and makes use of relationships with local recreational and cultural organizations through service and other agreements to deliver to the community valuable programming and events that may enrich the quality of life and contribute to a strong sense of community; and

WHEREAS Lighthouse Festival Theatre has an established presence in the community and relationship with the City, having successfully delivered theatre production and box office services (operating as Showboat Festival Theatre) at the Roselawn Centre since 2012, and

WHEREAS the City is desirous to have Lighthouse Festival Theatre manage and operate theatre programming and ancillary services at the Roselawn Centre; and

WHEREAS the City and Lighthouse Festival Theatre are committed to ensuring that the Roselawn Centre is properly maintained and well-used by the community, visitors and user groups for the continued economic and cultural development of the City of Port Colborne.

NOW THEREFORE, in consideration of the covenants herein, the City and Lighthouse Festival Theatre hereby agree as follows:

1. Managed Premises Defined:

The managed premises (the "premises"), as it pertains to this Agreement, defined as an area of approximately 12,000 square feet located within the Roselawn Centre, including the box office, theatre space, office space, front house, washrooms, lobby, basement, garage, and storage; all shown as highlighted on Schedule "A". The Premises do not include the heritage home, President's Room, back bar or kitchen.

2. Term:

The term shall be for a period of FIVE (5) YEARS (the "Term"), computed from March 28, 2025 or such earlier date as the parties may otherwise agree in writing (the "Commencement Date"), unless terminated as provided herein.

3. Permitted Uses:

Lighthouse Festival Theatre shall have exclusive use and occupancy of the Premises for the purposes of carrying out its objectives and obligations under this Agreement throughout the Term and any renewal or extension thereof

principally as a theatre or centre for the performing arts and activities incidental or ancillary thereto including short term licences of the Premises (or parts thereof) to third parties for same or similar uses, food and beverage services (including obtaining and maintaining its own liquor sales licence) and Lighthouse Festival Theatre own programming; subject to use by the City as set out in section 4.21 below). Lighthouse Festival Theatre shall have discretion regarding program scheduling and content, subject to the City's right to prohibit any programming which it deems, in its sole discretion, acting reasonably, to be contrary to the morals and values of the City of Port Colborne. Lighthouse Festival Theatre shall have the discretion to set the fees and other charges for participation in its own programming or for any use or occupancy of the Premises, in whole or in part, by third parties during the term, which fees and other charges shall below, in full, to Lighthouse Festival Theatre.

4. Covenants of Lighthouse Festival Theatre:

During the Term, the Lighthouse Festival Theatre shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

4.1 Licence Fee:

Lighthouse Festival Theatre shall pay to the City a basic licence fee for the premises at a rate of ONE DOLLAR (\$1.00) per year. The parties acknowledge and agree that the City, with or without the direction of the Council (hereby known as "Council"), may lobby Lighthouse Festival Theatre for further and other sums during the Term but Lighthouse Festival Theatre shall be under no obligation to pay any such further and other sums so lobbied during the Term.

4.2 High Quality Experiences and Services:

Lighthouse Festival Theatre shall provide high quality services and programs delivered by qualified staff and volunteers; customer service will be proactive, attentive and responsive to patron needs, as evidenced by positive and professional administration; all on a commercially reasonable basis and appreciating the not-for-profit corporate status and operations of Lighthouse Festival Theatre. Nothing in this subsection 4.3 shall qualify or minimize the discretion of Lighthouse Festival Theatre set out in Article 3 above.

4.3 Performance Fees:

Lighthouse Festival Theatre shall be responsible for all applicable Society of Composers, Authors and Music Publishers of Canada/Performing Arts and Licencing Fees as may be required during the Term.

4.4 State of Repair

Lighthouse Festival Theatre accepts the Premises in the state in which they are found as of the Commencement Date. Lighthouse Festival Theatre shall maintain the Premises in a good and reasonable state of repair consistent with the least the state of the Premises as at the Commencement Date. Lighthouse Festival Theatre shall not do, or permit to be done, anything that will tend to damage mar or in any manner deface the Premises.

4.5 Security: Lighthouse Theatre Festival shall:

- a. Oversee the proper use of the Premises and ensure keys thereto are at all times under control of a duty authorized representative of Lighthouse Festival Theatre. Lighthouse Festival Theatre will have the right to enter the premises at all times during the term of this Agreement, save and except for those times that the City has use of the Premises in accordance with section 4.18. Entrances and exits will be locked and unlocked at such times as may be required for Lighthouse Festival Theatre's use of the Premises,
- b. Accept the security arrangements with respect to the Premises in the state in which they are found as of the Commencement Date. Any changes to the security of the Premises for the purpose of improving security, shall be done by the Lighthouse Festival Theatre at its own expense, and only according to the plans submitted to and approved by the City. Lighthouse Festival Theatre shall be solely responsible for any additional security that Lighthouse Festival Theatre deems necessary for the purpose of the operation and security of the Premises.

4.6 Ingress and Egress:

Lighthouse Festival Theatre shall ensure no portions of the sidewalks, entries, passages, doorways, vestibules, halls, or ways of access to the public utilities of the Premises will be obstructed. Fire exits and aisles in the premises must be kept clear of obstructions at all times.

4.7 Enquiries and Rentals:

- a. coordinate scheduling of the Premises by user groups, and prepare and execute short-term contracts that are longer than thirty (30) days for the use of the Premises by a user group without written consent of the City in its sole discretion, which consent shall not be unreasonably withheld.
- b. ensure proper use of the Premises by all user groups, including compliance with the rules and regulations governing smoking, (including vaping, e-cigarettes, and cannabis) and the consumption of alcohol.
- c. ensure any user groups are aware of their duty to ensure areas in their care are kept in good repair, free and clear of any debris, and remain neat and tidy.

4.8 Licences and Permits :

Lighthouse Festival Theatre shall ensure all requisite licenses, permits and/or approvals from the proper authority are obtained by Lighthouse Festival Theatre, and all user groups, where and when applicable. The failure of Lighthouse Theatre Festival to obtain any requisite licences and permits shall not relieve them of their obligations under this Agreement.

4.9 Bar Service:

At its option, Lighthouse Theatre Festival may open and run a bar for the benefit and use of the patrons of events held at the Premises.

4.10 Refuse Removal:

Lighthouse Festival Theatre shall be responsible for the removal of all refuse resulting from the use of the Premises at its sole cost.

4.11 Janitorial Services:

Lighthouse Festival Theatre shall assume the cost and responsibility for the janitorial cleaning of the Premises.

4.12 Information Technology

Lighthouse Festival Theatre shall provide and maintain its own Information Technology hardware and software assets, the backup and restoration of files,

email and telephone services, staff directories, virus defence and provide internet access and online services for itself and its patrons.

4.13 Programming:

Develop, implement, advertise, promote and operate various arts and culture programming activities at the Premises that meet the shared mission and vision of Lighthouse Festival Theatre and the City, in a manner that services the diverse needs of the community.

4.14 No Exiting Talent/Agent or Other Contract(s):

The City represents and warrants that there are no talent or agent contract(s) or user group contracts or licenses had been issued in the name of the City for any programming or other events whatsoever at the Premises on or after the Commencement Date or that such talent or agent contract(s) or user group contracts or licences that may have been issued in the City for any programming or events whatsoever on or after the Commencement Date (hereinafter referred collectively as "Old Contracts") have been cancelled by the City. The City covenants and agrees that it shall solely be responsible for any Old Contracts without limitation, any costs, damages or other expenses incurred as a result of cancellation by the City, and the City shall indemnify and hold harmless Lighthouse Festival Theatre in respect of and any Old Contracts.

4.15 Furniture, Fixture and Equipment:

Lighthouse Festival Theatre shall supply sufficient furniture, fixtures, equipment and supplies to operate the Premises, except as otherwise the express obligation of the City pursuant to this Agreement. Lighthouse Festival Theatre shall supply at its own expense, and assume sole responsibility for any additional furniture, fixtures, equipment and supplies deemed necessary for the operation of the Premises that is not already included in the inventory of equipment, supplies and material at the Premises as of the Commencement Date, as outlined in Schedule "B" attached hereto and forming part of this Agreement.

Lighthouse Festival Theatre shall be under no obligation to repair or replace any Schedule "B" inventory and, provide further, any Schedule "B" inventory replaced by Lighthouse Festival Theatre at the end of the Term. Any remaining furniture, fixtures, equipment and supplies set out in Schedule "B" that has not been replaced by Lighthouse Festival Theatre shall be returned to the City at the end of the Term "as is" at that time.

4.16 Equipment Maintenance:

Attend to the normal maintenance, repair and replacement of all equipment, which includes, but is not limited to, speakers, cables, lights, communication system, rigging, sound equipment including soundboard and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment.

4.17 Personnel: Lighthouse Festival Theatre shall:

- a. Provide adequate staff and volunteers to operate the Premises. Lighthouse Festival Theatre shall provide and supervise qualified staff to operate the Premises. Lighthouse Festival Theatre is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.

- b. Provide trained technical staff to supervise the use of all Premises equipment by user groups, which training shall be the responsibility of Lighthouse Festival Theatre.

4.18 Professional/Contract Services: Lighthouse Festival Theatre shall Assume the responsibility and cost of related professional services that may be required from time to time for its own operations, including security.

4.19 Advertising and Promotion:

Lighthouse Festival Theatre shall:

- a. Assume the responsibility and cost of all advertising and promotional activities related to the operation of the Premises.
- b. Assume responsibility and cost of all the design and installation of all indoor, outdoor and common area signage.
- c. Lighthouse Festival Theatre shall recognize the financial and non-financial support of the City (e.g., in providing the parking, utilities, snow removal and landscaping of the Lighthouse Festival Theatre at no additional cost) in its advertising and promotional activities at such times, places and in such a manner as the Lighthouse Festival Theatre shall determine, in its discretion and in accordance with its policies and procedures, such promotion and recognition of the City to be subject to the approval of the City, acting reasonably.

- d. Clear and permanent recognition of the City will be reasonably displayed at the Premises in accordance with the policies and procedures of both the City and Lighthouse Festival Theatre and as the City and Lighthouse Festival Theatre may agree, acting reasonably.

4.20 Rate sand Fees:

Lighthouse Festival Theatre shall:

- a. Collect fees from the user groups contracted to use the Premises, and ensure that user groups are informed of any future annual increase in user group fees in advance of any future annual increase in user group fees in advance of entering into a rental contract.
- b. Be solely responsible for the proper taking, handling control, safe keeping, and accounting of all payments regardless of method.
- c. Ensure that rates and fees for services are fair and competitive to encourage maximum participation of the community. Provided the City acknowledges and accepts that during the anticipated Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, Lighthouse Festival Theatre’s own programming shall have paramountcy, and nothing in section 4.21 shall qualify or minimize the discretion of the Lighthouse Festival Theatre set out in Article 3 above.

All fees, charges and other payments received Lighthouse Festival Theatre in respect of user groups and other third parties use of the Premises during the term shall belong, in full, to Lighthouse Festival Theatre.

4.21 City Use of Premises:

Lighthouse Festival Theatre shall provide free use of the Premises to the City for Civic functions upon reasonable notice at any time, provided that during the Lighthouse Festival Theatre’s season and preparation thereof, being the months May through October, inclusive, the City’s right to use of the Premises shall be restricted in that it shall not unreasonably interfere with the programming of the Lighthouse Festival Theatre. The City’s use of the Premises shall be at its own risk and Lighthouse Festival Theatre shall have no liability with respect to the City’s use of the Premises pursuant to section|4.21|

4.22 Sponsorship, Donations, Fundraising and Grants:

a. Pursuit of Support:

In accordance with their respective policies and procedures, the City and Lighthouse Festival Theatre may, from time to time and as they agree, cooperate to undertake sponsorship, donation, fundraising, and grant application activities in support of its own operations and improvements at the Premises.

b. Vision Alignment:

Seek out sponsorship opportunities with third parties who have a positive public image, reflect a high level of integrity, and who reflect the values and maintain operational policies that are not in conflict with the City’s values, mandate or operating policies.

c. In-Kind Contributions:

Acknowledge that the City is providing an in-kind contribution by providing to it the following services at no additional cost:

- i. Non-exclusive access to parking facilities;
- ii. Utilities;
- iii. Snow removal;
- iv. Landscaping and ground maintenance

d. City Recognition:

The City will receive recognition of ongoing in-kind contributions and its overall financial support, in accordance with Lighthouse Festival Theatre’s sponsorship policies and procedures. Clear and permanent identification of the City will be displayed in adherence to branding guidelines established by the City.

4.23 Reporting:

Lighthouse Festival Theatre shall:

- a. Prepare and submit a report, twice annually, to the City’s Director of Museum and Culture outlining program delivery activities, including an up-to-date copy of all rates and fees, as well as listing of all user groups (name of each organization), including dates of usage, the total number of days the Premises was utilized by each user group, as well as attendance numbers, revenue, ticket sales, and event schedules for each;

- b. Annually provide the City's Treasurer, via the City's Director of Museum and Culture, with semi-annual reports regarding rental activity, fees collected, profit and loss statements for the period of January 1 to June 30 (submitted by July 30) of every year, and for the period of July 1 to December 31 (submitted by January 30) of every year. Year-end financial statements (including a detailed accounting of all revenues and expenses) prepared for Lighthouse Festival Theatre shall be submitted to the City by November 30, annually. Lighthouse Festival Theatre shall allow the City access to examine financial records pertaining to the management activities of the Premises, upon request.
- c. Annually make a presentation outlining financial performance, program delivery and quality satisfaction to the City's Council.

4.24 Environmental Sustainability:

Demonstrate a commitment to environmental stewardship and, where reasonably practicable, adopt and utilize environmentally sustainable operating practices and procurement procedures including, but not limited to, waste reduction/diversion measures, procurement of locally sourced products/materials, water and energy conservation (i.e. purchase and use of Energy STAR-qualified office equipment, electronics, appliances and energy efficient lighting).

4.25 Affordability of Services:

Develop and implement methods to provide affordable access to its events, programs and services to accommodate participation amongst all segments of the community.

4.26 Healthy Food Options:

Promote healthy eating choices, and offer healthy food options for patrons of its events, programs and services, particularly those involving children/youth.

4.27 Health and Safety:

Ensure compliance with all Health and Safety legislation as stipulated under the *Occupational Health and Safety Act*, and any other federal, provincial or municipal health and safety requirements that apply to the type of work Lighthouse Festival Theatre undertakes, and as it pertains to the safety and

security of the Premises and the employees and patrons within. This includes adherence to all City Health and Safety requirements and procedures related to the procurement and utilization of contracted services. Lighthouse Festival Theatre shall provide the City with access to training records, as it pertains to the *Occupational Health and Safety Act*, for its employees contractors and volunteers, upon written request.

4.28 Accessibility:

Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, or successor legislation.

4.29 Compliance with Laws:

Adhere to all federal, provincial or municipal legislation, regulations, by-laws or orders of all governmental authorities or courts having jurisdiction. This includes compliance with applicable City policies, all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the Lighthouse Festival Theatre's use and occupation thereof including, without limitation, police, fire, and health regulations, and save and except as same may be the obligations of the City as outlined herein. Lighthouse Festival Theatre shall not: do or suffer any waste or damage, disfiguration or injury to the Premises; permit any overloading of any part of the Premises; use or permit to be used any part of the Premises for any illegal or unlawful purpose.

5. Liens and Encumbrances:

During the Term, the City shall covenant and agree to be responsible for:

5.1 Assignment of Responsibility:

Assign responsibility and authority for the overall scheduling and operating of the Premises to Lighthouse Festival Theatre to be carried out in accordance with this agreement. With respect to the contracts identified in Schedule "C", shall assign and direct any future payments to Lighthouse Festival Theatre; and any fee, ticket sales or other payments already received by the City in respect of any contract set out in Schedule "C" shall be forthwith paid over, in full, to Lighthouse Festival Theatre in respect of those schedule "C" contracts.

5.2 Management Fee:

Recognize that regular use, management and occupation of the Premises may have direct and indirect benefits to the City of Port Colborne, specifically, cultural

and economic development benefits. Therefore, in recognition of these potential contributions towards the cultural and economic development of the City of Port Colborne through its use and occupancy of the Premises, the City shall pay to Lighthouse Festival Theatre a total amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per year of the lease, on the first date of December in each year of the term, or additional amount(s) as may be approved by the City's Council. The parties acknowledge and agree that Lighthouse Festival Theatre may lobby the City and its Council for further and other sums during the Term, though the City shall have no obligation whatsoever to provide any additional funding. Notwithstanding that it is responsible to fully fund the cost of its operations at the Premises except as otherwise expressly provided therein.

5.3 Taxes:

Be responsible for realty taxes allocated to the Premises.

5.4 Recognition of Sole User:

Recognize Lighthouse Festival Theatre as the sole user of the Premises subject to the City's use in accordance with Section 4.21.

5.5 Parking and Ingress and Egress:

The City Shall:

- a. Provide non-exclusive parking of the parking facilities associated with Roselawn Centre for Lighthouse Festival Theatre, its employees, agents, contractors, licencees, subleases, invites and guests. Lighthouse Festival Theatre shall have such use of the parking facilities at no additional cost, fee or expense.
- b. The City shall not be responsible for any loss or damage to persons or property, however caused, during the course of Lighthouse Festival Theatre's use of the parking facilities. Illegally parked vehicles may be tagged and/or towed at the owner's expense, such enforcement to be the responsibility of Lighthouse Festival Theatre, at their sole expense.
- c. Lighthouse Festival Theatre may, at its discretion and at its own expense, employ parking attendants to monitor and oversee use of the parking facilities during its operation at the Premises.
- d. The City shall ensure no portions of sidewalks, entries, passages, doorways or ways of access to the premises from outside will be obstructed.

5.6 Heating and Cooling:

The City Shall maintain a comfortable level of heating and air conditioning for the Premises to the standard required for similar properties owned or operated by the City.

5.7 Utilities:

The City shall assume the responsibility of the provision of all water, gas, electricity and other utilities used in respect of the Premises and cost of usage of such services.

5.8 Winter Control:

The City shall assume the responsibility and cost of snow and ice removal from the parking lot and sidewalks and other access facilities serving the Premises, in accordance with regulatory minimum maintenance standards, and the policies and procedures of the City to the standard required for similar properties owned or operated by the City.

5.9 Routine Repairs and Maintenance: The City shall:

- a. Be responsible for any and all repairs and replacements to any and all HVAC and utility systems servicing the Premises, in whole or in part, and those parts of Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre’s operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities; provided that the City understands and agrees that prompt repair and replacement to all HVAC and utility systems is material to the success of operations at the Premises, which include live theatre performances and related programming, and may require attention earlier than would be expected of other City facilities.

- b. Be responsible for any and all structural repairs to and replacement to the Premises and those parts of the Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre’s operations therein including, without limitation, the cost of replacement of the roof or any component thereof. Such work shall be performed to a standard, and in a timeframe similar, to that provided for other City facilities.

- c. Be responsible for maintenance, repairs and replacements of any exterior part of the Premises or Roselawn Centre or lands on which same are situated including, without limitation, landscaping and yard maintenance, to a standard similar to that provided for other City facilities.

5.10 Capital Repairs and Maintenance:

Assume responsibility for any and all capital repairs and replacement to the parking lot, driveway, accessibility infrastructure and other access facilities associated with the Premises or those parts of the Roselawn Centre that may reasonably affect the Premises or the Lighthouse Festival Theatre's operations therein. Such work shall be performed to a standard, and in a timeframe similar, to that provided to other City facilities.

5.11 Repairs and Maintenance – Scheduling:

- a. As the sole owner of Roselawn Centre, the City shall at all times have the right of access to the Premises for maintenance and repair purposes.
- b. Notwithstanding the above, the City shall take reasonable precautions and attempt to schedule any work related to its responsibilities or to such other parts of the Roselawn Centre that may reasonably affect the Lighthouse Festival Theatre's operations so as not to unreasonably interfere with the Lighthouse Festival Theatre's operations or those its licencees or subleases and to minimize interference with the Lighthouse Festival Theatre's use and enjoyment of the Premises. Save and except in the case of emergencies, the City shall provide at least three (3) days notice prior to carrying out such work related to its responsibilities or to such other parts of Roselawn Centre that may reasonably the Lighthouse Festival Theatre's operations (including, without limitation, making repairs, alterations or improvements to the Premises or those parts of the Roselawn Centre) and any such work shall not be conducted and the City shall not have access to the Premises during hours in which live performances are being conducted at the Premises. Exceptional circumstances such as those related to health and safety, security, building and equipment failure shall override the notice period.

5.12 Repairs and Maintenance: Requests:

The City shall respond to the normal maintenance of the Premises as may be requested by Lighthouse Festival Theatre, in writing, addressed to the attention of the City's Director of Museum and Culture. From time to time the City may appoint a person or persons as the primary representative of the City for such maintenance and repair requests by Lighthouse Festival Theatre. The City acknowledges and agrees that certain maintenance and repair requests may require prompt attention and resolution by the City given the nature of operations at the Premises. The obligation of the City to repair shall be at the City's discretion and shall be in accordance with the City's obligations to repair and provide maintenance pursuant to the terms of this Agreement.

5.13 Prohibited Access:

Where possible, prohibit access to the Premises from other interior parts of the Roselawn Centre, except as may be required under the *Fire Code*.

6. Cooperation Between Parties

The following outline areas of cooperation and coordination between the City and Lighthouse Festival Theatre:

- a. To promote and maximize arts and culture opportunities to generate positive local economic activity through the provision of programs and services to meet the needs of the community and visitors.
- b. To be mutually supportive of one another in the application for provincial and federal grants.
- c. To be mutually supportive of one another in fundraising initiatives including being sensitive to avoid overlap of campaigns.
- d. To cooperate in an extent that is reasonably possible in areas of staff expertise, equipment maintenance, and facility development to reduce direct operating costs, where possible.
- e. To work together in booking their respective spaces in Roselawn Centre to ensure that activities in one space do not negatively impact the other's operations, provided the City acknowledges and accepts the anticipated

Lighthouse Festival Theatre season and preparation thereof, being the months of May through October, have paramountcy.

- f. To not incur expenses on behalf of the other party without having first obtained expressed written permission.

7. Improvements to the Premises:

7.1 Improvements Defined:

In this Section, "improvements" means all fixtures, installations, alterations and additions from time to time made, erected or installed on or in the Premises including doors, hardware, partitions and carpeting but excluding trade fixtures and furniture and equipment not in the nature of fixtures and painting.

7.2 Improvement: Consent:

Lighthouse Festival Theatre will not make in or on the Premises any improvements without first obtaining the City's consent, which shall not be unreasonably withheld, but such consent may require the submission of drawings and specifications to the City, unless any such improvements:

- a. does not relate to any of the City's obligations in Sections 5 above;
- b. does not affect any historical designation in respect of Roselawn Centre;
- c. does not affect the structural integrity of Roselawn Centre; and
- d. does not exceed, inclusive of labour but exclusive of any sales tax, the sum of \$5,000.

7.3 Improvements – Funding:

Improvements that require the City's consent and for which consent is obtained, shall be paid for by the Lighthouse Festival Theatre. Any improvements made to the Premises shall become the property of the City upon their installation.

7.4 Improvements: Recommended:

Lighthouse Festival Theatre may recommend capital equipment and Improvements to the City from time to time, and the City may consider same as part of its budget approval process, but the City is under no obligation to contribute to such capital equipment and improvements. Lighthouse Festival Theatre acknowledges that the City is not responsible for Improvements and/or repair and maintenance of improvements, intended to customize the Premises for the particular needs of Lighthouse Festival Theatre.

8. Smoking Prohibited:

Roselawn Centre is designated as a non-smoking facility by the City of Port Colborne and the Niagara Region. Smoking (including vaping, e-cigarettes, and cannabis) is therefore prohibited in and around the Premises. Under this Agreement, Lighthouse Festival Theatre is responsible for strictly enforcing smoking regulations. Failure on part of Lighthouse Festival Theatre to enforce these regulations with any of its patrons, staff, volunteers and or personnel will constitute a breach of this Agreement.

9. Indemnification:

- a. Lighthouse Festival Theatre 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, causes of action, losses, expenses, fines, costs (including legal costs on a subsequent indemnity basis), 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, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, willful misconduct of Lighthouse Festival Theatre, 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 Agreement. This indemnity shall be in addition to, and not in lieu of, any insurance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.
- b. Lighthouse Festival Theatre agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of

action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Lighthouse Festival Theatre's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Lighthouse Festival Theatre in accordance with this Agreement, and shall survive this Agreement.

10. Insurance:

10.1 Insurance Held by the City:

The City Shall carry appropriate insurance coverage for Roselawn Centre, including the Premises.

10.2 Insurance Heald by Lighthouse Festival Theatre:

Lighthouse Festival Theatre shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario for the following coverages:

- a. Commercial General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
 - i. have inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
 - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - iii. name the City as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without thirty (30) days prior written notice to the parties.

- b. Obtain and maintain in full force and effect all risks property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:

- i. All property owned by Lighthouse Festival Theatre, or for which Lighthouse Festival Theatre is legally liable, or installed by or on behalf of Lighthouse Festival Theatre, and located within the Premises including, but not limited to, equipment, fixtures, fittings, installations, alterations, additions, partitions, and all other leasehold improvements, and
- ii. Lighthouse Festival Theatre's inventory, furniture and moveable equipment.
- c. Lighthouse Festival Theatre will promptly furnish to the City certificates of insurance duly executed by Lighthouse Festival Theatre's insurer/insurance brokers evidencing that the required insurance is in force, upon policy updates, signing of this Agreement and on each and every renewal date of said policy.
- d. The City reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances, at the sole cost of Lighthouse Festival Theatre.
- e. Lighthouse Festival Theatre shall immediately notify the City of any occurrences or any event which could reasonably be expected to expose the City or Lighthouse Festival Theatre to material liability of any kind whether under this Agreement or otherwise.
- f. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Objectionable People:

a. Ejection from the Premises:

The City reserves the right to eject or cause to be ejected from the Premises any objectional person or persons. Neither the City nor any of its officers, agents or employees shall be liable for any damages that may be sustained by Lighthouse Festival Theatre through the City's exercise of such right.

b. Objectional Persons Defined:

The Term "objectionable persons" shall include but is not limited to those who by virtue of disorderly conduct, intoxication, disruptive behaviour, violation of building policy, municipal, provincial or federal law, make proper conduct of business, or an event, or the enjoyment by others of the event, difficult or impossible.

12. Right to Extend:

Provided that Lighthouse Festival Theatre is not in default of any terms of this Agreement, then, upon delivery of written notice exercising this right given to the City not more than eighteen (18) months and not less than nine (9) months before the expiration of the Term, Lighthouse Festival Theatre shall have the right to extend the Term of this Agreement for the whole of the Premises at the expiration of the Term for a period of five (5) years (the "Extended Term"). The Extended Term shall be on the same terms and conditions as this Agreement, save and except for provisions concerning the Management Fee and the expenses paid or responsibilities performed by the City under this Agreement. The above terms to be negotiated, shall be negotiated by the parties by taking into account the audited financial statements of Lighthouse Festival Theatre, the reports of community participation, the use of the Premises by user groups and the City's prevailing budgetary restraints.

13. Termination

13.1 Termination by the City:

In the event there is a material default by Lighthouse Festival Theatre in its performance of any of the Terms of this Agreement (a "Material Default" being a default which has the effect of depriving the City of its objectives in the entering into this Agreement), the City shall provide Lighthouse Festival Theatre with written notice of such default. Lighthouse Festival Theatre shall have twenty (20) days from delivery of the notice to cure the default to the satisfaction of the City, failing which the City may immediately terminate this Agreement and all amounts due and owing who by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

13.2 Immediate Termination by the City:

Despite any other provisions in this Agreement, the City may immediately terminate this Agreement in any of the following circumstances, and in so doing, the City shall not be liable for losses incurred by Lighthouse Festive Theatre:

- a. Lighthouse Festival Theatre becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Lighthouse Festival Theatre or any steps are taken for the dissolution, winding up or other termination of Lighthouse Festival Theatre's existence;
- b. Lighthouse Festival Theatre is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Lighthouse Festival Theatre; or
- c. The Premises are declared uninhabitable for reasons of safety by the proper authority.
- d. Lighthouse Festival Theatre or its representatives willfully cause damage to the Premises or willfully or negligently act in a way which has or may damage the reputation of the City

13.3 Remedies for Default:

- a. In the event there is a default by Lighthouse Festival Theatre in its performance of any of the Terms of this Agreement and the default is continuing, the City shall have the right, in addition to any other right or remedy available at law or in this Agreement, to:
 - i. bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or

- ii. remedy the default and be entitled upon demand to be reimbursed by Lighthouse Festival Theatre (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the City together with interest at a rate of five percent (5%); and/or
 - iii. Bring any action at law as may be permitted in order to recover damages.
- b. The rights available to the parties under this Agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the City from exercising any one or more such rights or a combination thereof from time to time thereafter or simultaneously.

13.4 Enforcement of Agreement

Lighthouse Festival Theatre shall pay all damages, losses, expenses and costs (on a solicitor and client basis) incurred by the City in enforcing the Terms, covenants and conditions of Lighthouse Festival Theatre in this Agreement by reason of any intentional or negligent act or omission of subcontractors in executing Lighthouse Festival Theatre's covenants and obligations in this Agreement.

13.5 Dispute Resolution:

- a. A party claiming that a dispute has arisen with respect to the interpretation or operation of any part of this Agreement may give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b. Within twenty (20) business days of the receipt of the notice specified in this section 13.5 or, if the dispute relates to a claim of material default, in section 13.1, by the other party, two (2) representatives from Lighthouse Festival Theatre and two (2)

representatives from the City shall meet and use their best efforts and good faith to seek a resolution of the dispute.

- c. In the event the dispute is not resolved by representatives of the parties within twenty (20) business days from the date of delivery of the notice in either section 13.5(a) or 13.1, as the case may be, then either party may refer the dispute to mediation in accordance with and subject to the provision of any mediation legislation in force in Ontario as amended from time to time, and all decisions made pursuant to such mediation shall be final and binding up the parties hereto.

13.6 Termination by Lighthouse Festival Theatre:

Lighthouse Festival Theatre may terminate this Agreement for any reason whatsoever upon providing six (6) months' written notice to the City. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of effective date of termination of this Agreement or part thereof. The City shall assume any user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice.

13.7 Termination by the City:

The City may terminate this Agreement for any reason whatsoever upon providing six (6) months written notice to Lighthouse Festival Theatre; provided Lighthouse Festival Theatre's scheduled programming season shall be preserved. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within 30 (30) days of the effective date of termination of this Agreement or part thereof. The City shall assume user group licenses and shall cooperate with Lighthouse Festival Theatre in the completion of any programming scheduled prior to the date of such written notice including, without limitation, Lighthouse Festival Theatre's own scheduled season of programming being the months of May through October.

13.8 Uncontrollable Circumstances:

Neither party shall be liable for breach, default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event such party is rendered unable, wholly, or in part, to carry out its respective obligations as a result of an uncontrollable circumstance (referred to herein as an "Uncontrollable Circumstance"). Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by Uncontrollable Circumstance.

14. State of Repair:

Lighthouse Festival Theatre agrees to leave the Premises undamaged and in a good state of repair and tidy condition, with all refuse gathered and all equipment, supplies and materials under its ownership and control removed from the building upon termination of this Agreement. At the end of Term, including the exercises of a Renewal or Termination, all capital improvements shall become the property of the City.

15. Lighthouse Festival Theatre as an Independent Contractor:

The parties hereto agree that the Lighthouse Festival Theatre is an independent contractor providing the aforesaid services to the City pursuant to this Agreement, and accordingly all rights and responsibilities or the training instruction, management and control of employees of Lighthouse Festival Theatre shall at all times remain with Lighthouse Festival Theatre. Lighthouse Festival Theatre shall be treated as independent of the City and shall be responsible at all times, including termination of this Agreement, for all costs associated with its employees, including wages and salaries, benefits, and unemployment compensation, any associated tax liabilities.

16. Assignment Subleases:

The provisions of this Agreement shall not be assignable by either party (except as provided herein), and no rights hereunder shall ensure to the benefit of any assignee or successor of Lighthouse Festival Theatre, without the City's consent; provided that Lighthouse Festival Theatre shall be permitted, without consent of the City, to sublease or licence all or part of the Premises during the Term of the City, to sublease or licence all or

part of the Premises during the Term and for less than the full Term to any third party for the purposes of that third party carrying out live performances and related activities within the Premises pursuant to the terms of this Agreement, provided Lighthouse Festival Theatre shall remain liable for all its obligations under this Agreement or the Lease during any and all such subleases or licences.

17. Amendments:

The parties agree that if an amendment to any clause of this Agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending Agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

18. Notice:

a. Method of Notice:

Any notice which may be or is required to be given under this Agreement shall be sufficiently given if mailed in Canada, registered and postage prepaid, delivered by prepaid courier or sent by facsimile or other electronic means as provided below:

THE CITY

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

LIGHTHOUSE FESTIVAL THEATRE

P.O Box 1208
247 Main Street
Port Dover, Ontario N0A 1N0
Attention: Executive Director

b. Deemed Receipt

Notice shall be deemed to have been received on the date of delivery if such is a business day (a "business day" being a day that the City's municipal offices at 66 Charlotte Street, Port Colborne are open to the

public for business) and delivery is made prior to 4p.m. local time, and otherwise on the next day that is a business day.

c. Days Defined:

For the purposes of this Agreement, the term "days" shall not include Saturdays, Sundays, or paid holidays.

19. Schedule:

The following Schedules, attached hereto, forms part of and are incorporated into this Agreement:

Schedule "A" – Depiction of the Premises

Schedule "B" – Inventory of Equipment and Supplies

20. Binding:

This Agreement shall ensure and be binding upon the parties hereto, their respective successors and assigns. This Agreement, including the Schedules hereto, supersedes any and all other agreements, whether oral or in writing, between the hereto, and subject to any agreement relating to specified services entered into pursuant to this Agreement, contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, statement, or promise not contained in this Agreement shall be valid or binding.

21. Severability:

If any term, covenant or condition of this Agreement or application thereof to any person or circumstance is to any extent rendered invalid, unenforceable or illegal, the remainder of this Letter or the applicable term, covenant and condition to persons or circumstances other than those with respect to which it is held invalid, unenforceable or illegal is not affected thereby and continues to be applicable and enforceable.

22. Freedom of Information and Protection of Privacy

The parties hereto acknowledge that the provisions of this Agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information Act and Protection of Privacy Act*.

23. Counterparts:

This Agreement may be executed in counterparts and by facsimile transmission, in .pdf format or by electronic transmission, and when each party has executed a counterpart either originally or by facsimile transmission, in .pdf format or by way of an electronically transmitted document and signature, each such counterpart shall be deemed to be an original, and all of such counterparts when taken together shall constitute one and the same document, and each such signature shall be deemed to be an original signature binding the parties to this Agreement.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this _____ day of _____ 2025.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____

Name: William C. Steele

Title: Mayor

Per: _____

Name: Charlotte Madden

Title: City Clerk

I/We have authority to bind the
Corporation

**LIGHTHOUSE FESTIVAL THEATRE
CORPORATION**

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into a Confidential Conditional Agreement

Whereas at its meeting of Council on May 13, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Closed Session Report No. 2025-102 relating to confidential matters; and

Whereas Council deems it desirable to enter a confidential, conditional agreement;

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

1. That the confidential, conditional agreement is authorized and approved.
2. That the Mayor and Clerk are authorized to execute the agreement relating to confidential matters as per Closed Session Report 2025-102 and all documents which may be required for the purpose of carrying out the intent of this by-law, and to affix the Corporate seal thereto.
3. 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 bylaw.

Enacted and passed this 13th day of May, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

**Being a by-law to Adopt, Ratify and Confirm the proceedings of
the Council of The Corporation of the City of Port Colborne at its Regular
Meeting of May 13, 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 May 13, 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 13th day of May 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk