

**City of Port Colborne
Council Meeting Agenda**

Date: Tuesday, November 25, 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**
- 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.

8.1 Aaron Butler - NPG Planning Solutions Inc - 4999 Victoria Avenue

Delegating on item 12.2

9. Mayor's Report

10. Regional Councillor's Report

11. Consent Agenda

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

11.1 Approval of Minutes

- | | | |
|----|--|---|
| a. | Statutory Public Meeting - November 12, 2025 | 1 |
| b. | Regular Council Meeting - November 12, 2025 | 3 |

11.2 Receipt of Minutes of Boards & Committees

- | | | |
|----|--|----|
| a. | Port Colborne Historical and Marine Museum Board -
September 16, 2025 | 14 |
|----|--|----|

11.3 Staff Reports

- | | | |
|----|--|----|
| a. | 2026 Council Meeting Dates, 2025-233 | 22 |
| b. | Comprehensive CIP East Waterfront CIPA Tax Increment Grant
– 80 Nickel Steet, 2025-64 | 26 |

11.4 Receipt of Correspondence Items

- | | | |
|----|--------------------------------------|----|
| a. | City of Niagara Falls - Water Safety | 53 |
|----|--------------------------------------|----|

12. Items Requiring Separate Discussion

- | | | |
|------|---|----|
| 12.1 | L. R. Wilson Heritage Research Archives Expansion, 2025-231 | 55 |
| 12.2 | Recommendation Report for Official Plan and Zoning By-law
Amendments for Maplevue Subdivision- Files D09-02-24 and D14-03-
24, 2025-234 | 75 |

13. Staff Remarks

14. Councillors' Remarks

15.	Motions	
16.	Notice of Motions	
17.	By-laws	
17.1	By-law No. 7408/99/25	119
	Being a By-law to Adopt Amendment No. 21 to the Official Plan for the City of Port Colborne	
17.2	By-law No. 7409/100/25	126
	Being a by-law to amend Zoning By-law 6575/30/18, as amended, respecting the lands legally described as Part of Lots 31, 32 & 33, Concession 1 & Part of Road Allowance between Townships of Wainfleet & Humberstone & Part of Road Allowance Between Lots 32 & 33, in the City of Port Colborne, Regional Municipality of Niagara	
17.3	By-law No. 7410/101/25	134
	Being a By-law to Authorize Entering into an Agreement with Vergel Group Development Inc. Development Inc. Regarding the Comprehensive CIP East Waterfront CIPA Property Tax Increment Grant for 80 Nickel Street	
18.	Closed Session	
18.1	Staff Reports	
	a. Confidential Development and Government Relations - Land Negotiations, Report 2025-206	
	Confidential Development and Government Relations Report 2025-206 - Land Negotiations, pursuant to the <i>Municipal Act, 2001</i> , Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.	
19.	Back to Open Session	
20.	Procedural Motions	
21.	Confirmatory By-law	

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

22. Adjournment

City of Port Colborne
Public Meeting Minutes

Date: Wednesday, November 12, 2025
Time: 5:30 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: E. Acs, Chief Planner
B. Boles, Chief Administrative Officer
J. Beaupre, Deputy Clerk
C. Madden, City Clerk

1. Call to Order

Mayor Steele called the meeting to order at 5:36 p.m.

2. Adoption of Agenda

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

That the Public meeting agenda dated November 12, 2025, be confirmed, as circulated.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Statutory Public Meetings

4.1 Public Meeting Report for City-initiated Zoning By-law Amendment for Short Term Rental Uses - File D14-04-25, 2025-223

Erik Acs, Chief Planner, presented to Council on file D14-04-25.

Moved By Councillor M. Aquilina

Seconded By Councillor G. Bruno

That Planning and Development Report 2025-223 be received as information.

Carried

a. Delegations

There were no delegations.

5. By-laws

5.1 By-law No. 7401/92/25

Moved By Councillor F. Danch

Seconded By Councillor D. Elliott

That the By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Public Meeting on November 12, 2025, be enacted and passed, as presented.

Carried

6. Adjournment

Mayor Steele adjourned the meeting at 5:42 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk

City of Port Colborne
Council Meeting Minutes

Date: Wednesday, November 12, 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: E. Acs, Chief Planner
B. Boles, Chief Administrative Officer
J. Beaupre, Deputy Clerk
S. Double, Fire Chief
G. Long, Director of Development and Government Relations
J. Peazel-Graham, Manager of Communications
S. Shypowskyj, Director of Public Works

Others Present: E. Raimondo, Raimondo and Associates

1. Call to Order

Mayor Steele called the meeting to order at 6:34 p.m.

2. National Anthem

Everyone stood for the National Anthem.

3. Land Acknowledgement

The Land Acknowledgement was read:

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

4. Adoption of Agenda

C-25- 226

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beauregard

That the Council agenda dated November 12, 2025, be confirmed, as circulated.

Carried

5. Disclosures of Interest

There were no disclosures of interest.

6. Proclamations

6.1 November 25 is The International Day for the Elimination of Violence Against Women

C-25- 227

Moved by Councillor M. Aquilina

Seconded by Councillor T. Hoyle

WHEREAS November is Woman Abuse Prevention Month and November 25th is the International Day for the Elimination of Violence Against Women; and

WHEREAS violence is the greatest gender inequality rights issue for women, girls, and gender-diverse individuals, and our community is committed to ending femicide and all forms of gender-based violence; and

WHEREAS femicide rates are on the rise in Ontario; and

WHEREAS 37 different cities and towns in Ontario had a femicide occur in their community last year; and

WHEREAS Indigenous, Black, South Asian, and Southeast Asian women and girls continue to experience high rates of violence, including femicide; and

WHEREAS men's violence has taken the lives of women and girls across the lifespan with femicide victims in the 2023/24 femicide list ranging between the ages of 2 months old to 89 years old; and

WHEREAS this month and throughout the 16 Days of Activism Against Gender-Based Violence, we acknowledge our community's support of the Wrapped in Courage campaign and commitment to ending gender-based violence; and

WHEREAS there is an urgent need for greater investment and action to end gender-based violence in our community and throughout Ontario by all three levels of Government; and

WHEREAS a Wrapped in Courage Campaign flag will be raised during Woman

Abuse Prevention Month in recognition that the courage of a woman alone is not enough, it takes an entire community to end gender-based violence;

NOW THEREFORE I, Mayor William C. Steele, do hereby proclaim that November 25th, 2025 shall be known as "The International Day for the Elimination of Violence Against Women" in the City of Port Colborne and urge all citizens to recognize this day by taking action to support survivors and becoming part of Ontario-wide efforts to end gender-based violence.

Carried

7. Presentations

There were no presentations.

8. Delegations

8.1 Christine Clark LaFleur - Port Cares

Mayor Steele introduced Christine Clark LaFleur from Port Cares. Christine thanked Council for their support and gave a message regarding her retirement.

9. Mayor's Report

A copy of the Mayor's report is attached.

10. Regional Councillor's Report

There was no Regional Councillor's report.

11. Consent Agenda

Item 11.4 e was lifted from the consent agenda and considered under item 12, Items Requiring Separate Discussion.

C-25- 228

Moved by Councillor F. Danch

Seconded by Councillor G. Bruno

That Council hereby approves the listed consent items on the November 12, 2025, Council agenda; and

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

Carried

11.1 Approval of Minutes

a. **Special Council Meeting - October 28, 2025**

b. **Regular Council Meeting - October 28, 2025**

11.2 Receipt of Minutes of Boards & Committees

a. **Healthcare Advisory Committee**

a. **August 20, 2025**

b. **August 27, 2025**

c. **September 3, 2025**

d. **September 22, 2025**

e. **October 1, 2025**

f. **October 15, 2025**

b. **Downtown Business Improvement Area**

a. **January 22, 2025**

b. **March 19, 2025**

c. **May 21, 2025**

d. June 18, 2025

c. Port Colborne Library Board - June 4, 2025

11.3 Staff Reports

a. Proposed Stop and Close - St. Lawrence Street, 2025-201

b. Recommendation Report for Proposed City-Initiated Zoning By-law Amendment for Short Term Rental Uses- File D14-04-25, 2025-224

c. 2026 User Fees - Planning Fee Schedule Amendment - 2025-227

11.4 Receipt of Correspondence Items

a. Niagara Region - Procurement By-law: Repeal and Replace

b. Township of Edwardsburgh Cardinal - Ontario Community Infrastructure Fund (OCIF)

c. Tay Valley Township - Municipality of Tweed - Collaborative Action on Sustainable Waste Management in Ontario

d. Town of Bradford West Gwillimbury - Removing HST/GST from New Homes to Support Housing Affordability

f. CUPW - Upcoming Mandate Review of Canada Post Could Affect Jobs and Services in Your Community

12. Items Requiring Separate Discussion

12.1 Update on Licensed Childcare in Port Colborne, 2025-219

C-25- 229

Moved by Councillor D. Elliott

Seconded by Councillor M. Bagu

That Recreation and Tourism Department Report 2025-219 be received;
and

That Council approve the proposed architectural designs for the new licensed childcare facility at 76 Main St West in Port Colborne, as outlined in the attached presentation; and

That Council approve the funding model outlined in this report to support both the construction and the ongoing operation and maintenance of the new childcare facility; and

That Council direct the Mayor and City Clerk to execute an Operational Agreement and a Construction Agreement with the YMCA of Niagara, outlining the respective roles, responsibilities, and obligations related to the construction and operation of the new childcare facility.

Carried

a. Presentation by Emilio Raimondo from Raimondo and Associates

Emilio Raimondo from Raimondo and Associates presented to Council on the architectural designs for the new childcare facility.

12.2 City of Brantford - Provincial Support of the Ontario Airport Capital Assistance Program

C-25- 230

Moved by Councillor G. Bruno

Seconded by Councillor R. Bodner

That Council support the correspondence from the City of Brantford regarding provincial support of the Ontario Airport Capital Assistance Program.

Carried

13. Staff Remarks

Steve Shypowskyj, Director of Public Works, updated Council on the upcoming master plans for the water, wastewater, and stormwater systems, and there will be an open house for these masterplans at the Vale Health and Wellness Centre on December 3, 2025, from 3 - 7 p.m. He also noted that installation has begun on the road end gates in ward 4 and will be completed by the end of the year.

Gary Long, Director of Development and Government Relations, noted he and his staff are reviewing the provincial economic statement and federal budget for opportunities to apply for funding. He also noted several conversations have happened to confirm funding commitments and investments to rehabilitate wharves 18-1, 18-2 and 18-3. Lastly, he noted they have submitted several

ministerial meeting requests for the upcoming Royal Ontario Municipal Association Conference (ROMA).

Bryan Boles, Chief Administrative Officer, noted that the groundbreaking for the childcare facility is tentatively scheduled for November 25, 2025. He also mentioned attending a workshop about Geographic Information System (GIS) software and how it can potentially be used to map healthcare data.

Greg Zwiep, Manager of Recreation and Tourism, thanked everyone for coming to the open house for the parks and recreation master plan. He also noted the annual Lighted Christmas Parade will be held on Dec. 6. at 6:30 p.m. He shared that ice at the arena can be booked for \$110 for a family skate from Dec. 22 to Jan. 2.

14. Councillors' Remarks

Councillor Bodner thanked the community members who attended the Remembrance Day ceremony in Centennial-Cedar Bay Park; he noted there were approximately 60 people in attendance. He inquired to public works staff about the installation of road end gates. He asked if online information could be created about wharves 18-1, 18-2 and 18-3.

Councillor Hoyle inquired if the budget rate change information and diagrams could be included in bills when they are sent out in the new year.

Councillor Bruno inquired if information could be included with taxpayers' bills to encourage them to pay online. He said he has been approached by citizens who would like to have a Ward 3 meeting. He said the meeting will take place Thursday, Nov. 20 at 6 p.m. in City Hall in committee room 3.

Councillor Bagu announced that the Port Colborne Public Library's My Dream Borrow project has been nominated for the 2025 Minister's Award for Innovation by the Ministry of Tourism, Culture and Gaming.

Councillor Aquilina thanked everyone who attended the Remembrance Day ceremony in Centennial-Cedar Bay Park. She also thanked Deputy Fire Chief Mark Middleton for attending the ceremony. She mentioned appreciating the location chosen for the Parks and Recreation open house. Lastly, she thanked the Port Colborne Health Coalition for inviting Council to their meeting.

15. Motions

There were no motions.

16. Notice of Motions

There were no notices of motions.

17. By-laws

C-25- 231

Moved by Councillor D. Elliott

Seconded by Councillor E. Beauregard

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

- By-law No.7402/93/25
- By-law No.7403/94/25
- By-law No.7404/95/25, the 2026 User Fees and Charges By-law, as amended
- By-law No.7405/96/25

Carried

17.1 By-law No. 7402/93/25

17.2 By-law No. 7403/94/25

17.3 By-law No. 7404/95/25

17.4 By-law No. 7405/96/25

18. Closed Session

C-25- 232

Moved by Councillor E. Beauregard

Seconded by Councillor D. Elliott

That Council do now proceed to meet in Closed Session at 7:56 p.m. under:

- Subsection 239(2)(b), where a closed session meeting is held if the subject matter being considered are personal matters about an identifiable individual, including municipal or local board employees.
- Subsection 239(2)(c), where a closed session meeting is held if the subject matter being considered is a proposed or pending acquisition or disposition of land by the municipality or local board.

- Subsection 239(2)(d), where a closed session meeting is held if the subject matter being considered is labour relations or employee negotiations.
- Subsection 239(2)(i), where a closed session meeting is held if the subject matter being considered is a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

Carried

18.1 Approval of Closed Session Minutes

- a. **Special Council Meeting (Closed Session) - October 28, 2025**
- b. **Regular Council Meeting (Closed Session) - October 28, 2025**

18.2 Staff Reports

- a. **Confidential Development and Government Relations Department Report 2025-222 - Potential Land Development**
- b. **Confidential Development and Government Relations Department Report 2025-205 - Proposed Disposition/Acquisition of Land**
- c. **Confidential Legislative Services Department Report 2025-226 - Mayor's Youth Advisory Committee Appointments**
- d. **Confidential Human Resources Department Report 2025-215 - Employee Negotiations Update**

19. Back to Open Session

C-25- 233

Moved by Councillor F. Danch

Seconded by Councillor R. Bodner

That Council does now rise and reconvene from Closed Session at 9:17 p.m. with report:

18.1 Approval of Closed Session Minutes

That the October 28, 2025 Special and Regular Meeting Closed session minutes be approved.

18.2 Staff Reports

a. That Confidential Development and Government Relations Department Report 2025-222 be received; and

That staff follow the direction provided in Closed Session.

b. That Confidential Development and Government Relations Department Report 2025-205 be received; and

That staff follow the direction provided in Closed Session.

c. That Confidential Legislative Services Department Report 2025-226 be received; and

That the following applicants be appointed to the Mayor's Youth Advisory Committee: Alessandro Seca, Luna Ammar, and Taim Alshahin; and

That the draft By-law, including the amended MYAC Terms of Reference, be brought forward to Council for approval; and

That the City Clerk be delegated the authority moving forward to amend the membership composition within the Terms of Reference for MYAC, as needed.

d. That confidential Human Resources Department Report 2025-215 be received.

Carried

20. Procedural Motions

There were no procedural motions.

21. By-laws

C-25- 234

Moved by Councillor E. Beauregard

Seconded by Councillor M. Bagu

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

- By-law No.7406/97/25
- By-law No.7407/98/25

Carried

21.1 By-law No.7405/96/25

21.2 By-law No. 7406/97/25

22. Adjournment

Mayor Steele adjourned the meeting at 9:18 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk

Port Colborne Historical and Marine Museum Board Meeting Minutes

Date: Tuesday, September 16, 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
M. Hili
A. Lessard
B. Schneider
M. Heaslip

Member(s) Absent: E. Beauregard, Councillor

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

1. Call to Order

The Chair called the meeting to order at 6:58pm.

2. Disclosures of Interest

None to report.

3. Adoption of Agenda

Moved by L. Brazeau
Seconded by C. Brema

That the agenda dated September 16, 2025 be confirmed, as circulated or as amended.

Carried

4. Approval of Minutes

Moved by C. MacMillan

Seconded by C. Brema

That the minutes from the previous meeting date of July 15, 2025 and special meeting date of August 19, 2025, be confirmed as circulated or amended.

Carried

5. Business Arising from the Minutes

None to report.

6. Correspondence

Tami read a recent Trip Advisor review from June 2025:

A Whimsical Step Through Time!

For years, we have been visiting Port Colborne and often said – we should go visit that Museum, but for one reason or another, it never happened. So, during our little Welland Canal History Road trip getaway, we made it a plan to visit all of the Museums.

Our visit to the Port Colborne Historical & Marine Museum was an absolute delight! Even before the full season launch, this charming spot offered a taste of its magic—and let's just say, we're already planning our return.

The current exhibit, 'Step Right Up', is pure nostalgia and curiosity rolled into one. We stepped under the big top and found ourselves immersed in a playful, mysterious world filled with rarely-seen artifacts, each with its own quirky backstory. It's a brilliant way to celebrate the museum's 50 years of collecting—and it truly feels like they brought out their most fantastic treasures just for this moment.

The museum grounds are beautiful and tranquil, perfect for a slow stroll and soaking up the local heritage. And a huge shoutout to the warm and welcoming docent, who brought the exhibits to life with insightful stories and genuine

enthusiasm—we felt right at home.

Although Arabella's Tea Room wasn't open yet, just peeking through the windows was enough to get us excited for a future visit. We can already imagine sipping tea and enjoying homemade treats in that cozy setting once the season is in full swing.

While I am disappointed we hadn't made it into the museum before now – I have to say – I am very glad we went when we did – because not only is it their 50th anniversary – but the Step Right Up exhibit was so beautifully curated, it was the highlight of the visit.

Good job on curating this beautiful local history museum.

Admission is 'free' but please leave a donation to help them continue doing fantastic work.

7. Council Report

Nothing to report.

8. Curator's Report

Michelle reported on the many positive comments left in the Guest Book at the Museum's receptions (ex: Fantastic exhibits, wonderful museum experience, amazing staff).

The Ontario Volunteer Awards will be presented tomorrow night at Club Italia. The recipients for the Museum are: Bonnie Johnston for 45 years, Wayne Arnold for 45 years, Terry Huffman for 20 years, Doug Frame for 15 years, Peter Mason for 15 years, and Jeff Piniak for 5 years. Youth recipients for 2-4 years are: Kayleigh Gillies and Allesandro Seca. Recipients for the Tea Room are: Cheryl MacMillan for 35 years, Mary Szabo for 30 years, Roseanne Shields for 30 years, Jan Fuaco for 25 years, and Nancy Horpenuk for 25 years. Recipients for the Friends of Roselawn are: Arlene Lessard for 10 years, Carole Brisley for 10 years, and Glenda Buck for 10 years.

Nicole Berry's last day at Arabella's Tea Room was August 17. This was her second year at the Tea Room. Kari Fitoski's last day at the Museum was August 29. Kari transcribed and translated the francophone oral histories.

The Gift Shop is doing well. Garry is promoting 4 Port Colborne/Welland Artists: Sonia Sesto, Jenny Walker, Doug Todd, Kayla Harrietttha. Garry is focusing on buying stock from Niagara and Canadian suppliers.

Preparing the Corporate Drive will begin in October. The promotional booklet will be included in the corporate mail out package.

Michelle will be conducting a French Guided Tour for Le Centre de Sante de Welland on Friday, September 19.

The Archives Walking Tours were well attended this summer, with requests for additional tours for 29 participants.

CAA Niagara Staff were very pleased with the successes of their "Hidden Gems of South Niagara" tour and have indicated more tours are in the planning stage and they would like the Archives/Museum staff to be a part of them again.

The Archives staff have gotten two more online exhibits live on ourontario.ca including the Neff steam car exhibit, and the postcard exhibit.

The Speakers Series will begin soon. Two workshops have been added to the series this year. The first is a Property Research Workshop in which Anna and Michelle V. will share research resources and techniques they use to put together reports for the Heritage Committee. The second workshop is an Embroidery Workshop, led by Anna with the assistance of Katelynn.

The Archives Advocates annual update letter was posted on September 5.

9. Auxiliary Report

Marianne reported that as of the end of August the Tea Room has served 777 patrons, and that September has been very busy so far. A new record of 7 batches of biscuit mix were made for the 2025 season!

New volunteers are needed for the 2026 season, if anyone is interested or knows anyone please reach out to Marianne or Cheryl.

The Annual General Meeting and Auxiliary Volunteer Appreciation will be held on October 20 at 2pm in the L.R.Wilson Archives.

The annual pudding bee will take place in November.

The leak in between the middle and back dinning spaces has been repaired.

10. Friends of Roselawn Centre Liaison Report

Arlene reported that the Friends of Roselawn Art Auction and Exhibit "Presenting..." opens on Friday, September 19th, 1-3pm with a Members' and

Artists' Reception from 4-6pm. The auction will be open in person at Roselawn Centre Wednesdays-Saturdays, 1-3pm until October 3. You can bid in person or online on the Friends of Roselawn Art Auction page.

Adam Shoalts' Book Launch and Talk "Vanished Beyond the Map" will be on October 30 at 7:30pm at the Lighthouse Theatre. Tickets are \$20 and available through the Lighthouse Theatre box office. The proceeds go to the Friends of Roselawn.

The Christmas Makers Market will take place on November 22 from 10am-4pm.

11. Committee Report

11.1 Finance Committee

Bonnie reported that between January and mid-September Gift Shop sales are at \$7,232.94. Up 22% from last year.

As of September 12, 2025:

Memberships = \$2,403

Donations from memberships, donation box and other donations = \$2,634.20

Music on the Lawn donations = \$611.75

Canada Helps: \$1,568.69

Applied for \$60,000 to the Enhancing Access to Everyone grant for new accessible washrooms at Roselawn, with a focus on low vision. Will know if successful in November or December.

11.2 Membership Committee

Claudia reported that to date the memberships stand at 96:

Senior: 35

Individual: 6

Family: 35

Life Patron: 20 which is a new record

11.3 Building and Property Committee

Brian reported that they have completed the repairs on the Blacksmith Shop. The windows can now open and the height of the main door has been extended as well. They have started building the storage space for the Neff replica on the back of the Blacksmith Shop.

11.4 Programme Committee

Tami reported on Canal Days:

Approximately 5,000 visitors over the 2 days, which is up about 500 visitors from last year. Total revenue was \$6,472.35, an increase of approximately \$1,100 from last year. The footprint of the field was extended out to the playground to allow for the re-enactors to have larger set-ups and to welcome the Niagara Metis Council's Trading Post and camp. Also brought in a new vendor to the Carriage House, a broomsquire, as well as welcomed the Niagara S.P.C.A. to have adoptable dogs at the Museum site, and to promote their other adoptable animals and their services. Brought in a new children's entertainer, Christopher & Friends, who performs children sea shanties.

Overall received very positive feedback from visitors or being an excellent place to spend the day with the family for Canal Days, enjoying the activities and the heritage, as well as the no or low costs of activities. Some families stayed for the full day or hours at a time.

Great partnership and support with the City's event teams. Security was much improved this year.

Tami will present an overview of the Museum's Canal Days Festival to council on October 28.

11.5 Fundraising Committee

Claudia reported that the August 4 Music on the Lawn with the Toronto All-Star Big Band drew in 507 visitors. The 50/50 draw raised \$417.50, with the winner and Friends of Roselawn each receiving \$208.

The 2025 Music on the Lawn series was very successful. Bands have already reached out to play next year's series.

Thank you to everyone who helped with set-up, take down, and running the event.

11.6 Policy Committee

A new policy will be coming to the Board shortly.

11.7 Accession Committee

Luke reported that a meeting was held on September 5. The replica Neff was officially accepted into the Education collection, which gives the freedom for it be used and parts to be replaced as needed.

11.8 Heritage Committee

Luke reported that a meeting was held on August 8. Heritage Committee's work was mentioned in the newspaper for the coverage of the demolition of 63 Welland Street.

The committee met with Steve Shypowskyj and his team, and with Emilio Raimondo from Raimondo & Associates Architects Inc. regarding the Humberstone Hall renovations and concepts. They will be coming back to the committee with more concepts.

City planner, Diana Vasu, has moved on from the City to pursue her Masters in Planning, which leaves the committee without a liaison from the planning department again. Luke has written to the Planning Department to ensure that the Heritage Committee will be kept in the loop with Humberstone Hall during the staffing transition.

12. Confidential Items

In-camera 7:38pm-8:04pm.

Moved by Bonnie Schneider

Seconded by G. Hoyle

To accept the report from Stephanie Powell-Baswick and that the Board will sign the agreement to go to council.

Carried

13. New Business

Stephanie is giving tours of the Heritage Resource Centre during September at lunch hours. If any board members are interested in seeing the improvements and ongoing work from the Museum Assistance Program grants, please contact Stephanie.

14. Adjournment

The Chair adjourned the meeting at approximately 8:12pm.

Chair

Staff Liaison

Subject: 2026 Council Meeting Dates

To: Council

From: Legislative Services Department

Report Number: 2025-233

Meeting Date: November 25, 2025

Recommendation:

That the Legislative Services Department Report 2025-233 be received; and

That the 2026 Council meeting schedule set out in Appendix A attached hereto be approved.

Purpose:

This report is being brought forward to seek Council's approval on the 2026 Council meeting schedule, as set out in Appendix A.

Background:

Section 10.2 of the City of Port Colborne's Procedural By-law 6979/17/22 establishes Council meetings on the second and fourth Tuesday of each month and permits changes with a majority vote of Council. In accordance with section 10.4 of the Procedural By-law, only the first regular meeting is scheduled in the months of September and October due to the municipal election.

Discussion:

Appendix A outlines the proposed 2026 Council meeting schedule. This proposed schedule deviates from the Procedural By-law by including a tentative Statutory Public Meeting scheduled on the first Tuesday of each month, rather than the third Tuesday of the month. In the event the Statutory Public meeting is not required, the meeting will be cancelled. As 2026 is an election year and with the implementation of strong mayor

powers the exact date for bringing the budget forward has not been set. A Special Meeting of Council will be called for this purpose, and Council will be notified of the meeting date well in advance to ensure adequate preparation. Additionally, this calendar also deviates from the Procedural By-law by having only one meeting in January, June, July and August. This is the same deviation that occurred when setting the 2025 calendar. This calendar also contains council training dates for the incoming council, as well as the inaugural council meeting on November 17, 2026.

Financial Implications:

There are no financial implications associated with this report.

Public Engagement:

The dates in Appendix A, if approved, will be added to the City's website, located on the "Council, Boards and Committees Calendar" page to inform the public and encourage public participation. A copy will also be made available on the first floor of City Hall to ensure accessibility to the schedule for residents and will be updated with any changes made.

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 Legislative Services Department is recommending Council approve the proposed 2026 Council meeting schedule.

Appendices:

- a. 2026 Council Meeting Schedule

Respectfully submitted,

Jessica Beaupre
Deputy Clerk
905-228-8118
Jessica.beaupre@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.



COUNCIL MEETING SCHEDULE 2026

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
New Year's Day – January 1						

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
Good Friday – April 3, Easter – April 6						

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
Canada Day – July 1						

OCTOBER						
S	M	T	W	T	F	S
Thanksgiving – October 12				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22		24
25	26	27	28	29	30	31

Legend:	
	Agenda Package
	Statutory Public Meeting

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
Family Day – February 16						

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Victoria Day – May 18					

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Civic Holiday – August 3				

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Remembrance Day – November 11				

	Council Meeting
	Winter City Hall Closure
	Holiday Closures

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	Labour Day – September 7		
National Day for Truth and Reconciliation – September 30						

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

	Municipal Election
	Council Inaugural Meeting
	Council Training

Subject: Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Steet

To: Council

From: Development and Government Relations Department

Report Number: 2025-64

Meeting Date: November 25, 2025

Recommendation:

That Development and Government Relations Report 2025-64 be received; and

That the by-law attached as Appendix B, being a by-law to enter into the Comprehensive Community Improvement Plan East Waterfront Community Improvement Project Area Agreement with Vergel Group, attached as Schedule A to the by-law, be approved.

That the Agreement between the City of Port Colborne and the Vergel Group for the Tax Increment-Based Grant (TIG) in the East Waterfront Community Improvement Project Area (CIPA) under the Comprehensive Community Improvement Plan (CIP), be approved.

Purpose:

The purpose of this report is to provide Council with a recommendation regarding an application for a TIG in the East Waterfront CIPA submitted by Vergel Group for vacant land at 80 Nickel Street as depicted in Appendix A.

Background:

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

The Vergel Group has applied for a TIG in the East Waterfront CIPA under the Comprehensive CIP for vacant land at 80 Nickel Street. The TIG is a 10-year grant for

80% of the increase in municipal taxes that result from property rehabilitation and improvements. The grant payment is based on the actual post-project assessed value as determined by the Municipal Property Assessment Corporation (MPAC).

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

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

Discussion:

The Vergel Group owner of 80 Nickel Street has submitted a proposal to construct a seventeen (17) unit four story purpose-built rental apartment building. This project is in direct alignment with the City's strategic plan, aiming to augment housing options by introducing rental housing in the downtown area.

Currently, the property contributes \$1,159 in property tax to the City and \$884 to the Region, based on 2025 tax rates. Upon project completion, the anticipated City property tax is estimated to increase to \$68,485, with the Niagara Region tax expected to be \$52,244 annually. With an 80% TIG, the City's tax portion is projected to rise to \$13,465 from \$1,159, and the Region's to \$10,272 from \$884 in the first year of new assessment.

The introduction of new rental housing units in the East Waterfront area of the City of Port Colborne aligns with the objectives of the CIP and the strategic plan, aiming to enhance housing stock, density, and walkability to local restaurants and shopping.

The CIP TIG agreement is comprehensive, outlining the City's expectations for the owner to meet eligibility requirements for the tax increment grant. Key provisions include:

- The annual grant is based on the actual post-project MPAC assessed value;
- The City must be satisfied, at its discretion, that the owner has completed property improvements in accordance with the proposed plans;
- The City must be satisfied with its review of all documentation submitted to support the actual cost of works incurred by the owner, including third-party review if required by the City at the owner's cost;

- Payments are repayable by the owner if the City determines that conditions set out in the Application or Agreement have not been met;
 - The grant may be reduced by the amount of any tax arrears on the property; and
 - Specific preconditions for the annual grant must be met to the satisfaction of the City.
-

Internal Consultations:

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

Financial Implications:

As outlined in Appendix C attached hereto, it indicates that the amount of the TIG over a 10-year period is estimated to be \$949,492 combined between the City and Region based on 2025 tax rates and the current estimated post-construction assessed value.

As noted above, the property currently generates \$1,159 in annual City property tax and \$884 in Niagara Regional property tax based on 2025 tax rates. Upon completion of the project the new estimated amount of City property tax is \$68,485 and Niagara Region tax is \$52,244 per year. As the CIP provides an 80% TIG grant, the City's tax portion is estimated to increase to \$13,465 from \$1,159 and the Region's to \$10,272 from \$884 in year one.

Following the 10-year period, the City will receive the full property tax value, estimated to be \$68,485 based on 2025 tax rates and the current estimated post construction assessed value.

It is important to note that the property owner is responsible for the upfront costs associated with the redevelopment and is required to cover the increased taxes resulting from the higher assessed value. Please see Appendix C for TIG calculation details.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community

- Increased Housing Options
-

Conclusion:

Staff recommend that Council approve the CIP TIG application submitted by Vergel Group to assist with the development of the property and construction of a 17-unit four story residential purpose-built rental building on Nickel Street. If approved, the TIG would return 80% of the tax assessment increase for 10-years. Following the 10-year period, the City and Region will receive the full property tax value.

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

Appendices:

- a. Property Map
- b. By-law and East Waterfront CIPA Comprehensive CIP TIG Agreement
- c. TIG Calculation

Respectfully submitted,

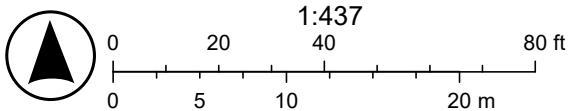
Bram Cotton
Economic Development Officer
(905) 228-8063
Bram.Cotton@portcolborne.ca

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



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,
City of Port Colborne
© City of Port Colborne

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with Vergel Group Development Inc. Development Inc. Regarding the Comprehensive CIP East Waterfront CIPA Property Tax Increment Grant for 80 Nickel Street

Whereas at its meeting of November 25th, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Report 2025-64, Subject: Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Steet

Whereas Council is desirous of entering into an agreement with Vergel Group Development Inc., for the purposes of a Comprehensive CIP Downtown CIPA Property Tax Increment Grant; and

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

1. That the Corporation of the City of Port Colborne enters into an agreement with Vergel Group, for the purposes of a Comprehensive CIPA East Waterfront CIPA Property Tax Increment Grant;
2. That the Mayor, the City Clerk be and are hereby authorized to execute any documents that may be required for the purpose of carrying out the intent of this by-law and the City Clerk is dully authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of November 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

TAX INCREMENT GRANT AGREEMENT

BY AND BETWEEN:

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

and

80 Nickel Street, Vergel Group Developments Inc. (hereinafter referred to as the “Applicant”)

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

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

NOW THEREFORE IN CONSIDERATION of the City making this Grant in the estimated maximum amount of \$53,861.19 annually for up to ten (10) years to the Applicant, the Applicant and the City hereby agree as follows:

1. INFORMATION ON SUBJECT LANDS

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

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

2. GRANT ELIGIBILITY

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

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

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

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

TAX INCREMENT GRANT AGREEMENT

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

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

3. GRANT CALCULATION

3.1 Definitions:

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

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

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

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

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

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

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

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

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

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

TAX INCREMENT GRANT AGREEMENT

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

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

3.3 Grant payments will cease on the earlier of:

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

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

Estimated Cost of Project \$5,000,000.00 - \$6,000,000.00

Pre-project AV: \$101,500.00

Date: 11/12/2025

Estimated Post-project AV \$6,000,000.00

Actual Post-project AV

(provided by MPAC): \$ _____

Date: _____

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

- a) Municipal Pre-Project Property Taxes

TAX INCREMENT GRANT AGREEMENT

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

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

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

Municipal Pre-project property taxes: \$2,043.00

Date: 11/12/2025

b) Estimated Municipal Post-Project Property Taxes

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

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

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

Estimated Municipal Post-project property taxes: \$120,729.00

c) Actual Municipal Post-Project Property Taxes

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

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

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

Actual Municipal Post-project property taxes: \$_____

Calculation of Estimated Annual Grant

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

Calculation of Actual Annual Grant

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

TAX INCREMENT GRANT AGREEMENT

- 3.5 The total value of the sum of the annual Grant payments that may be provided under this grant Program shall not exceed the total eligible costs that have been accepted by the City, which costs are estimated, as of the date of this agreement, at \$53,861.19.
- 3.6 Where the actual eligible costs are, in the opinion of the City, less than the estimated eligible costs (\$53,861.19), the maximum permitted amount of the total annual Grant payments shall be reduced.
- 3.7 Where at any time after the original development of the subject lands, new construction is added to the subject lands that is not part of the original Program Application, the Grant payment will be calculated only in respect of the original development contained in the original application, based on the property taxes levied in the last year before revaluation by MPAC as a result of the new construction added to the subject lands.
- 3.8 The annual Grant payment shall be calculated by the City based upon, and provided the City is satisfied in its discretion that:
- a) Development of the subject lands was completed and took place in accordance with the proposed development as specified in the Program Application, supporting documentation, and this Agreement;
 - b) There was and remains during each year of the Grant payment, an increase in net municipal property taxes as a result of an increase in the assessed value attributable to the completion of the development;
 - c) Annual Grant payments after the first Grant payment are adjusted downwards in the event the property tax increase in any subsequent year has been reduced.
- 3.9 The estimated annual Grant calculated as set out above in this Agreement is based on preliminary estimates of post-project assessed value and post-project tax rates. Accordingly, the amount of the Grant payment shall be re-calculated by the City based on actual assessed value as determined by MPAC and actual post-project tax rates prior to payment of the Grant.

4. GRANT PAYMENT

- 4.1 Payment of the grant is subject to the City's review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to: documentation of the estimated and actual eligible costs. Any and all of these costs may be, where required by the City, subject to verification, third party review or independent audit, at the expense of the Applicant.
- 4.2 The Applicant shall not be entitled to a grant unless and until they have met all the conditions of this Agreement to the satisfaction of the City. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

TAX INCREMENT GRANT AGREEMENT

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

TAX INCREMENT GRANT AGREEMENT

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

5. CORPORATE STATUS

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

TAX INCREMENT GRANT AGREEMENT

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

TAX INCREMENT GRANT AGREEMENT

6. PROVISIONS RELATING TO THE APPLICANT

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

TAX INCREMENT GRANT AGREEMENT

Site Condition (RSC) by the Ministry of Environment, Conservation and Parks (MOECP) for the subject lands.

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

TAX INCREMENT GRANT AGREEMENT

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

TAX INCREMENT GRANT AGREEMENT

- 6.21 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the City may at its sole discretion cease or delay the Grant payments, and/or require repayment Grant payments already made to the Applicant, and/or terminate this Agreement, and the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the City is exercising its rights herein to cease, delay, require repayment of a Grant payment or terminate this Agreement.
- 6.22 The Applicant shall indemnify and save harmless from time to time and at all times, the City, its officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a) The City entering into this Agreement; and,
 - b) Any failure by the Applicant to fulfil its obligations under this Agreement.

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement, or satisfactory completion of the eligible works approved under this Agreement.

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

7. PROVISIONS RELATING TO THE CITY

- 7.1 The City agrees to provide a Grant to the Applicant to be paid out over a maximum of 10 years, to be used towards the eligible costs on the subject lands, subject to and in accordance with the terms and conditions set out in this Agreement, provided that the total of such Grants shall not exceed the total actual eligible costs accepted and designated by the City, estimated as of the date of this agreement, in the amount of \$53,861.19.
- 7.2 Upon revaluation of the subject lands by MPAC, the City shall calculate the actual post-project City property taxes and the actual annual Grant.
- 7.3 On an annual basis, the City, upon being satisfied that the Applicant is in compliance with this Agreement and has met all and any other requirements of the City, shall pay the annual Grant payment.
- 7.4 The City reserves the right to require a third party review or independent audit, at the Applicant's expense, of all documentation submitted in support of the Application or during the administration of the initial or subsequent annual Grant payments, including, but not limited to:
- a) Estimated and actual eligible costs; and,
 - b) Environmental reports and documentation.

TAX INCREMENT GRANT AGREEMENT

- 7.5 The City, its employees and agents are entitled to inspect the subject lands and all fixtures and improvements upon the subject lands at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.
- 7.6 If the Applicant cannot be reached over a protracted period (more than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future Grant payments to the Applicant.
- 7.7 If in the opinion of the City the subject lands are not maintained in their rehabilitated condition, the City may at its own discretion, terminate all future Grant payments and require repayment of all Grant payments already paid out by the City to the Applicant.
- 7.8 The City retains the right at all times not to make any or all Grant payments or to delay payment where the City deems that there is non-compliance by the Applicant with this Agreement. In particular, without limiting the generality of the foregoing, the Grant is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the rehabilitation and condition of the subject lands, and to there being compliance on the part of the Applicant with all requirements contained in this Agreement.
- 7.9 Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

8. DEFAULT AND REMEDIES

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

TAX INCREMENT GRANT AGREEMENT

- d) The Applicant sells, transfers or otherwise disposes of the property without advising the City;
 - e) The building for which a Grant was provided is demolished or designated heritage features of that building are altered during the term of the Grant;
 - f) The building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
 - g) The Applicant is in property tax arrears with respect to the property for more than one (1) year;
 - h) Any representation or warranty made by the Applicant is incorrect in any material respect;
 - i) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the City;
 - j) The Applicant makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Applicant, or if the Applicant is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - k) Construction ceases for a period of 60 days due to the Applicant's default (strikes and Acts of God excepted) and/or the Applicant abandons the property or project;
 - l) The Applicant is in default of the terms and conditions of the construction financing secured by the first mortgage;
 - m) This Agreement is forfeited or is terminated by any other provision contained in it.
- 8.3 The City may, at its sole discretion, provide the Applicant with an opportunity to remedy any default.

9. ADDITIONAL PROVISIONS

- 9.1 This Agreement shall remain in effect from the date of its execution to the earlier of:
- a) The Applicant informing the City in writing prior to the initial Grant payment, that the Applicant has decided not to accept the Grant;
 - b) The City informs the Applicant in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is at an end;

TAX INCREMENT GRANT AGREEMENT

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

10. NOTICES

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

Such notice shall be deemed to have been given:

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

Notice shall be given:

To the Applicant at:

Vergel Group Developments Inc.
7181 Woodbine Avenue Unit #238
Markham ON, L3R 1A3
Telephone No: 1-811-476-5570/1-813-255-0424
E-mail: carlosquajardo@inversionesvergel.com / msalazar@inversionesvergel.com

To the City at:

City of Port Colborne
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Attention: Bram Cotton, Economic Development Officer
Ph: 905-228-8063
Fax: 905-835-2939
Email: cipapplication@portcolborne.ca

TAX INCREMENT GRANT AGREEMENT

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

Signed for and on behalf of (insert Applicant Name) by:

Per: _____

Name: Carlos Guajardo

Title: Authorized Signing Officer

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

Per: _____

Name: William Steele

Title: Mayor (or designate)

Per: _____

Name: Charlotte Madden

Title: City Clerk

TAX INCREMENT GRANT AGREEMENT

SCHEDULE "A"

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

Legal Description of Applicant's land

PLAN 857 LOTS 22 23 PT LOT 24 and PLAN 857 LOTS 20 AND 21; City of Port Colborne

TAX INCREMENT GRANT AGREEMENT

SCHEDULE "B"

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

TAX INCREMENT GRANT AGREEMENT

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

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

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

Report 2025-64
Appendix C

Municipality: Port Colborne
Address: 80 Nickel Street
#271102000706300
&
Roll Number: 271102000706303
Pre Project Year: 2025
Post Project Year: 2025

Report 2025-64
Appendix C

	Commercial	Industrial	Residential	Total Pre-Project Taxes	Commercial	New Multi-residential	Commercial	Total Post Project Taxes	Tax Increment	Annual Grant amount
Class Code	CT	IT	RT		CT	NT	CT			
Assessment Value ¹	\$0		\$101,500	\$101,500	\$0.00	\$6,000,000.00		\$6,000,000.00		
Municipal Taxes ^{2,3,4}	\$0	\$0	\$1,159	\$1,159	\$0	\$68,485	\$0	\$68,485	\$67,326	\$53,861
Regional Taxes ^{5,6,7}	\$0	\$0	\$884	\$884	\$0	\$52,244	\$0	\$52,244	\$51,360	\$41,088
Provincial Taxes ^{8,9,10}	\$0	\$0	\$155	\$155	\$0	\$9,180	\$0	\$9,180	N/A	
Total									\$118,686.61	
% of Tax Increment Year 1 ¹¹									80.00%	
Annual Grant Payment ¹³									\$94,949.29	

This estimates the completed project being assessed at \$6,000,000 based on cost of land and construction costs; actual assessment will be completed by MPAC following the project completion. Existing assessment value is based on actual 2019 MPAC assessment. . These results are estimated using the 2025 tax rates. Actual annual amount will be based on the grant percentage applied to the incremental taxes paid after year 1 for the duration of the grant however may be subject to a reduction should the taxes owing be reduced in any given year due to a assessment appeal.

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

2 Municipal Commercial Tax Rate

3 Municipal Industrial Tax Rate

4 Municipal Residential Tax Rate

5 Regional Commercial Tax Rate

6 Regional Industrial Tax Rate

7 Regional Residential Tax Rate

8 Education Commercial Tax Rate

9 Education Industrial Tax Rate

10 Education Residential Tax Rate

Pre-Project Tax Rates	Post-Project Tax Rates
0.01980244	0.01980244
0.03001927	0.01141417
0.01141417	0.01980244
0.01510633	0.01510633
0.02290025	0.00870732
0.00870732	0.01510633
0.0088	0.0088
0.0088	0.00153
0.00153	0.0088

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

SUMMARY FORECAST (excluding education)

Event	Year	Grant %	Municipal Grant Estimate	Regional Grant Estimate	Total Grant Estimate
Base year	2025				
Grant Year 1	2025	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 2	2026	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 3	2027	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 4	2028	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 5	2029	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 6	2030	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 7	2031	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 8	2032	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 9	2033	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Grant Year 10	2034	80%	\$ 53,861.19	\$ 41,088.10	\$ 94,949.29
Total Estimate	Total Estimate		\$ 538,611.85	\$ 410,881.02	\$ 949,492.87



City Hall
4310 Queen St.
P.O. Box 1023
Niagara Falls, ON L2E 6X5
(905) 356-7521 Ext. 4342
billmatson@niagarafalls.ca

October 28, 2025

Minister Paul Calandra
Minister of Education
438 University Avenue
5th Floor
Toronto, ON M7A 2A5

Sent via email: minister.edu@ontario.ca

Dear Minister Calandra:

Re: Water Safety Resolution

Please be advised that the City Council of Niagara Falls at its meeting of October 28, 2025, passed the following resolution pertaining to a water safety resolution.

THAT Council of the City of Niagara Falls urge the Government of Ontario, through the Ministry of Education, to incorporate mandatory water safety and Swim-to-Survive training into the elementary school curriculum for all Ontario students AND,

THAT a copy of the attached resolution be forwarded to the Honourable Minister of Education of Ontario, local Members of Provincial Parliament, the Association of Municipalities of Ontario and all Ontario municipalities, with a request for their endorsement.

Attached, please find a copy of the City of Niagara Falls' resolution.

Thank you for your attention to this matter.

Sincerely,

Bill Matson
City Clerk

cc.

MPP, Jennifer Stevens, jstevens-co@ndp.on.ca

MPP, Jeff Burch, jburch-co@ndp.on.ca

MPP, Wayne Gates, wgates-co@ndp.on.ca

MPP, Sam Oosterhoff, sam.oosterhoff@pc.ola.org

Local Area Municipalities



The City of Niagara Falls, Ontario

Resolution

October 28, 2025

No. 20 – Motion – Water Safety Resolution

Moved by: Councillor Lori Lococo

Seconded by: Councillor Ruth-Ann Nieuwesteeg

Motion

THE CITY OF NIAGARA FALLS

WHEREAS drowning is one of the leading causes of preventable deaths among children in Ontario and research by the Lifesaving Society of Ontario shows that most children who drown never intended to be in the water; and

WHEREAS evidence demonstrates that even basic swimming and water survival skills significantly reduce the risk of drowning; and

WHEREAS many children in Ontario do not have equitable access to swimming lessons outside of school due to financial, cultural or geographic barriers; and


WHEREAS several municipalities across Ontario have expressed strong interest in improving water safety education for children; and

WHEREAS the Ministry of Education has the authority to incorporate water safety and survival training into the regular elementary school curriculum as a universal, life-saving skill comparable to fire safety and road safety instruction;

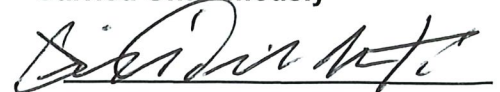
THEREFORE, BE IT RESOLVED THAT the Council of The City of Niagara Falls respectfully urges the Government of Ontario, through the Ministry of Education, to incorporate mandatory water safety and Swim-to-Survive training into the elementary school curriculum for all Ontario students; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to The Honourable Minister of Education of Ontario, local Members of Provincial Parliament, the Association of Municipalities of Ontario and all Ontario municipalities, with a request for their endorsement.

AND The Seal of the Corporation to hereto affixed.


MARGARET CORBETT
DEPUTY CLERK

Carried Unanimously


JAMES M. DIODATI
MAYOR

Subject: L. R. Wilson Heritage Research Archives Expansion

To: Council

From: Museum and Culture Department

Report Number: 2025-231

Meeting Date: November 25, 2025

Recommendation:

That Museum and Culture Department Report 2025-231 **BE RECEIVED**; and

That contingent upon the donor funding being received in advance of the commencement of the project, that a \$1 million City matching contribution **BE APPROVED** and be funded by 30-year debt; and

That the annual repayment amounts of the related debt **BE INCLUDED** in the 2027 capital budget.

Purpose:

This report is to request Council's support for the expansion of the L. R. Wilson Heritage Research Archives which was approved by the Museum, Heritage and Culture Board ("the Board") to begin in 2026.

Background:

In 2004, the Board and staff of the Port Colborne Historical and Marine Museum and the Port Colborne Library recognized the need for a research centre to provide access to local archives, a community space to provide programming and presentations, and space for volunteers to assist in the indexing and digitization of the museum photographs and archives.

A donor, Lynton 'Red' Wilson donated 50% of the funds required to create the L. R. Wilson Heritage Research Archives and Visitors Centre ("Archives"). The remaining funds were raised with a joint Trillium grant between the Museum and Library, a

fundraising campaign, corporate and private donors and municipal contribution. The Archives has been integral in ensuring that the Museum's vision statement is met.

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.

To maximize the ability to preserve and share the history of Port Colborne, the Archives requires an expansion.

Discussion:

Over the last year and a half, working with Operations staff, a concept to expand the Archives West has been explored, with a proposed two-million-dollar budget for the expansion. This expansion would allow for the Archives currently stored in several different buildings to be housed in one facility, create more accessibility to the collection for research, expand workspace for volunteers and provide the required space for the preservation of future archives important to Port Colborne heritage to grow over the next 50 years.

The Whiteline Architects provided initial engineering drawings, and Chavates & Oudman Engineering Inc. provided financial estimation on the scope of the project, including recommended changes to the Whiteline Drawings. These initial expenses were required to secure a donor for the 50% of the cost of the project.

Internal Consultations:

Operations staff have assisted with the plans for expansion and been consulted since January of 2025.

Financial Implications:

The Board supported a decision to use the Bequest and Memorial Reserve on March 18th, 2025 to pay for initial engineering study to confirm the feasibility and scope of the proposed project.

An agreement was made September 18th, 2025 with the Director of Museum and Culture, Lynton 'Red' Wilson and Finance Chair of the Museum, and the Board to pursue the concept to Port Colborne Council, and upon support of Council, a donation of one million dollars, 50% of expected costs, to be given by the Wilson Foundation.

Staff is recommending, that contingent upon the donor funding being received in advance of the commencement of the project, that the \$1 million City contribution be

funded by 30-year debt and that the annual repayment amount of \$129,414 be included in the capital budget beginning in 2027. An interest rate of 5% was assumed for the purposes of this discussion and the actual rate may vary at the time of issuance.

Public Engagement:

The Archivist Dr. Michelle Vosburgh has engaged the public, volunteers, board members and staff on the needs of the Archives expansion, made presentations on the Archives Expansion on the public Board meetings, and corresponded with Archive Advocates who are donors to the archives. Archives expansion plans were sent to Port Colborne Council and accepted under the Museum Committee report in March and August 2025.

Curator Michelle Mason and Director of Museum and Culture have worked closely with the Wilson Foundation to meet requirements for successful partnership for the major funding, and to meet all museum standards and policies in the design and planning of the expansion.

Registrar Katelynn Best engaged the Accession Committee who are the Board members who adhere to collections management policies and procedures to recognize the need for expansion for incoming archives in 2026, including the archives of Lynton 'Red' Wilson and the Wilson Foundation.

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

In addition, the Archives expansion supports the Museum values of accessibility, making the heritage available for research and digitizing the collection, as well as the research and education priorities of the strategic plan.

Conclusion:

The investment of one million dollars by Council into the Archives expansion, will solidify the donation of one million dollars in matching funds by the Wilson Foundation, and make a significant impact on the preservation of Port Colborne heritage and culture. The Museum, Heritage and Culture Board has demonstrated in the past 50 years that

fundraising campaigns, grant writing abilities and the ability to repay Council for any funds loaned are strong. To propel the expansion, we require your investment into the preservation of our heritage and the service of future generations.

Appendices:

- a. Strategic Plan 2023-2028
- b. Funding Agreement

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.



PORT COLBORNE

· HISTORICAL & MARINE MUSEUM ·

**Port Colborne
Historical and Marine Museum:
Board of Management
Strategic Plan
2023-2028**

2025-231
Appendix A



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...**

1 ACCESSIBILITY



2 ACCOUNTABILITY



3 COLLABORATION



4 ENGAGEMENT



5 INNOVATION



6 INTEGRITY
& RESPECT



7 RESEARCH
& EDUCATION



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.



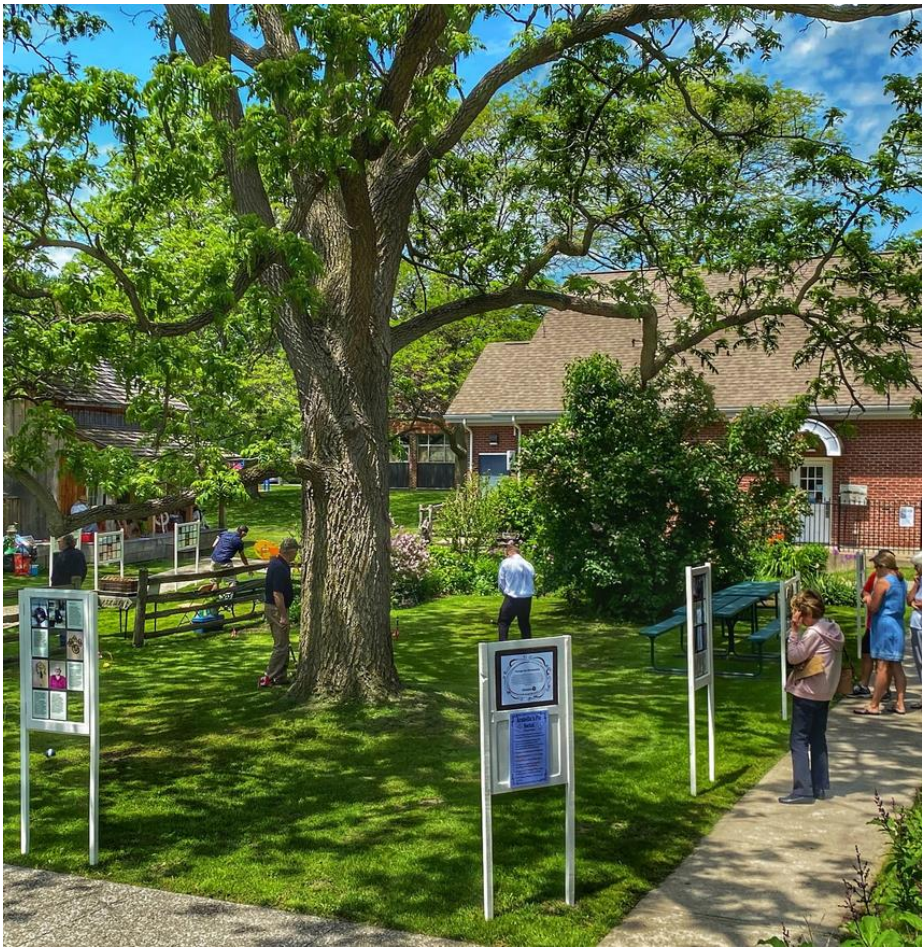
Pillar 2

Renew and integrate related cultural strategic plans (Museum and Library)



Pillar 3

Cultural Block - Providing residents and visitors with a safe, accessible outdoor destination that is also a platform for programs and events.



1
ACCESSIBILITY

2
ACCOUNTABILITY




6
INTEGRITY & RESPECT

7
RESEARCH & EDUCATION






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 assests.

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

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.



PORT COLBORNE

• HISTORICAL & MARINE MUSEUM •

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



PORT COLBORNE

HISTORICAL & MARINE MUSEUM

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.



PORT COLBORNE
HISTORICAL & MARINE MUSEUM

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,





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

2025-231
Appendix B

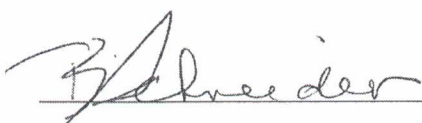
The Department of Museum and Culture Board request the L. R. Wilson Heritage Research Archives expansion project be submitted to Council for the 2026 Capital Budget request. Board directed staff to request Council secure financing for, one half of the 2 million dollar project, to be added to Council's budget process this October. The board has reviewed the detailed budget below for the scope of the project. The following opportunities will support this financed strategy over the next year and a half.

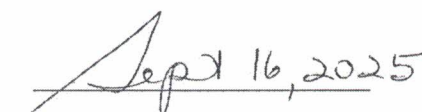
- The expansion of the archives project is to be funded in part by the creation of the community benefit charge. Funds collected will fund this capital cost as the expansion is a direct a result of the growth in our community and the need for more archive services.
- The Department of Museum and Culture will submit for grant opportunities for project staff, technology and accessibility funding opportunities to support the project.
- The fundraising committee will plan a private and corporate donation campaign.
- Board of Museum and Culture may borrow required funds from city council if funds are unexpectedly higher than anticipated, and pay it back over 4 years to. It is expected that the community benefit charges will not be realized in the short term, but will support the long term operations of the Archives facility.

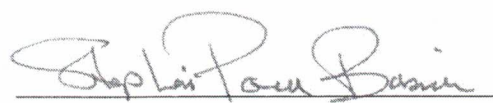
Detailed Budget	\$	Financial Plan	Timeline
Whiteline Architects	13, 160	Museum Reserve Budget	April 2025
Chavants & Oudman Engineering Inc	2, 260	Museum Operating Budget	August 2025
Construction Budget -15% Contingency Plan	1 520 000	1 000 000 Donation/Capital Budget Request 500 000	Plan received August 2025 Construction to being Spring 2026
Permits/Engineering	25, 000	Planning Budget	Tender Request in Oct 2025 (allow three months)
Accessible Doors motion sensors	40, 000	Accessibility Grant /Capital	Install during construction summer 2026
Exposed Aggregate Walkways	60, 000	Sidewalk Budget – Public Works	Fall 2026

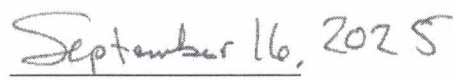
Large Overhead Scanner	43, 000	Museum & Culture Capital Budget/ Technology Grant	*Contingent on funding
Digital Storage/Computers/ Camera	55, 000	Museum Operations/IT Budget	September/ October 2026
New Public Signage King	40, 000	Communications Operating Budgets	September 2026
Collection Project Assistant Museums Assistant Program Grant	80, 000	Grant application from Museum Assistance Program	Application deadline November 2025
Office furniture, Map cases, Shelving, Files	121, 580	Capital Budget/ Archives Donations	Order Winter/Deliver June, July 2026

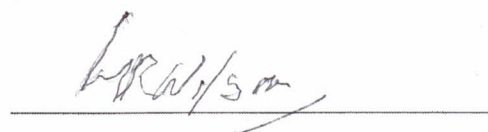
This funding agreement approved by the Museum, Heritage and Culture Board confirm that the Department of Museum and Culture will move with the request for forward to Council request matching funds of Lynton R Wilson's commitment for \$1 000 000, to the support of the L. R. Wilson Heritage Research Archives expansion in the 2026 Capital Budget for an additional \$1 000 000, as outlined in the detailed budget. Museum and Culture Staff will work with operation staff to begin the request for proposal with construction to begin in 2026. The anticipate opening will ideally be September of 2026 for the 20th Anniversary of the Archives, but the scope of the project may run over to 12-16 months.

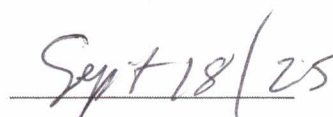

 Bonnie Schneider,
 Finance Chair
 Department of Museum and Culture


 Date


 Stephanie Powell Baswick
 Director of Museum and Culture


 Date


 Lynton R Wilson


 Date

Subject: Recommendation Report for Official Plan and Zoning By-law Amendments for Mapleview Subdivision- Files D09-02-24 and D14-03-24

To: Council

From: Development and Government Relations Department

Report Number: 2025-234

Meeting Date: November 25, 2025

Recommendation:

That Development and Government Relations Department – Planning Division Report **2025-234** be received; and,

That By-Law 7408/99/25 to adopt the Official Plan Amendment attached as **Appendix A** of Planning Division Report **2025-234** be approved; and,

That By-Law 7409/100/25 for Zoning By-law Amendment attached as **Appendix B** of Planning Division Report **2025-234** be approved; and,

That the City Clerk be directed to issue the Notices of Decisions regarding the By-laws in accordance with the *Planning Act*.

Purpose:

The purpose of this report is to provide Council with information and a recommendation regarding applications submitted by NPG Planning Solutions on behalf of the Owner (1000046816 Ontario Ltd.) for proposed Official Plan and Zoning By-law Amendments for the redevelopment of the lands legally known as Part of Lots 31, 32 & 33, Concession 1, and part of the road allowance between Townships of Wainfleet and Humberstone, and Part of the road allowance between Lots 32 & 33.

Background:

Applications for an Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision were submitted by NPG Planning Solutions in April of 2024. The

applications were deemed complete on May 14, 2024. A number of reports/plans were submitted in support of the development of the lands including:

- Conceptual Development/Site Plan
- Draft Plan of Subdivision
- Environmental Impact Study (EIS)
- Functional Servicing Report (FSR)
- Geotechnical Report
- Grading and Servicing Plans
- Landscape and Open Space Plans
- Noise and Vibration Study
- Open Space and Trail Master Plan
- Pedestrian Level Wind Study
- Phase 1 and 2 Environmental Site Assessments (ESA)
- Planning Justification Report (PJR)
- Shadow Study
- Stage 1-2 Archaeological Assessment
- Stormwater Management Report (SWM), and
- Transportation Impact Study (TIS)

These materials were circulated for comment to City departments and agencies on May 14, 2024. All of the above-noted plans and reports were posted on the City's website under the "Current Applications" page.

A Statutory Public Meeting was held on June 4, 2024. Prior to and at the public meeting, a number of area residents raised several concerns with the proposed applications. A summary of these concerns is provided in the Discussion section of this report.

Following the circulation of the applications, several comments were received from City departments and agencies, and a number of technical issues were identified for further review. The planning and technical issues are also summarized in the Discussion section of this report.

The applicant met with the Mayor, City Staff, and residents of the Portal Village community to discuss the proposed development on July 3, 2024. Discussion at the meeting included:

- The preferred location of parkland;
- The built form of the buildings proposed across from the Maple Avenue townhouses; and,
- General concerns regarding increased traffic from the proposed subdivision.

Following the meeting, the applicant addressed several of the outstanding comments and technical issues through resubmissions of various reports and through an updated Draft Plan and Conceptual Development/Site Plans made on April 2025 and October 2025.

While staff are satisfied that a number of the comments have been addressed, there are issues related to the Draft Plan that have not been addressed to the satisfaction of the City or the Niagara Peninsula Conservation Authority. These are issues related to stormwater that, in staff's opinion, must be resolved prior to issuance of Draft Approval and cannot be conditions of Draft Approval, as Draft Approval would allow for the pre-sale of lots and blocks without the conditions being met. Therefore, the recommendations provided in this report relate to the Official Plan and Zoning By-law Amendments with an understanding that consideration of Draft Plan Approval will follow once the technical issues have been adequately addressed.

Discussion:

Site Location and Physical Features

The site is located on the south side of Killaly Street West, between West Side Road (east) and Cement Road (west), in the City of Port Colborne, Niagara Region. The site is legally described as Part of Lots 31, 32, and 33, Concession 1, and part of road allowances between the former Townships of Wainfleet and Humberstone. The site is within the City's Urban Boundary and designated as Greenfield Area in the Niagara Region Official Plan. The total site area is approximately 57.16 hectares (141.25 acres) with approximately 740 metres of frontage on Killaly Street West (Regional Road 5). A location map is provided in **Figure 1**.



Figure 1- Location Map

The site is currently vacant and considered a brownfield site as it was formerly used by the Canada Cement Company. The cement plant was demolished in 1970. Bedrock on the site is shallow with minimal soil cover. Redevelopment of the site will require substantial fill to be added.

The site is generally flat, with gentle grading toward the southwest. The site contains a drainage ditch along the southern boundary.

The western portion of the site contains two large quarry ponds, part of the Wainfleet Eagle Marsh Drain Provincially Significant Wetland (PSW) Complex and Significant Woodland areas. These environmental features are designated as Environmental Protection Area (EPA) and Environmental Conservation Area (ECA) in the City's Official Plan. The environmental areas are not proposed for development and will be retained and protected through the Official Plan and Zoning By-law Amendments as well as the Draft Plan.

Surrounding Land Uses

North (across Killaly Street West):

- Predominantly low-density residential (single-detached dwellings).
- Some highway commercial and mixed-use parcels near Third Avenue.

- A commercial node exists approximately 500 metres north at Main Street West & West Side Road.

East:

- Vacant land and residential uses, including low-density homes and retirement residences along Elgin Street West.
- A commercial plaza at Killaly Street West and Steele Street with pharmacy, convenience store, and offices.

South:

- The Port Colborne Harbour Railway corridor, a municipally owned rail line, separates the site from additional low-density residential uses further south.

West:

- Quarry ponds and Cement Road area with scattered rural residential properties.

Transportation Context

The site has access to Killaly Street West (Regional Road 5) which is a major east-west arterial road maintained by the Niagara Region. It supports vehicles, cyclists, and pedestrians, with future active transportation enhancements planned. A future road allowance is located immediately east of the site which will permit the extension to West Side Road. The northern portion of the extension is owned by the MTO and would require conveyance to the City or the applicant.

The site is served by Niagara Region Transit Route 25, connecting Port Colborne and Welland (with “flag stop” flexibility). The site is also accessible to the NRT On-Demand, a ride-share-style service providing direct trips within the City.

Nearby Amenities and Community Services

The site is well serviced by parks, amenities, and community services located within a 500 metre to 1 km radius.

Parks and Recreation:

- Maple Park – 100 m east (at Elgin Street West)
- Rose Shymansky Memorial Park – 500 m north
- Harry Dayboll Park and Westdale Park – within 1 km
- Port Colborne Minor Baseball Rotary Complex <1 km away

Schools:

- Oakwood Public School – 1.2 km northeast

- St. John Bosco Catholic Elementary School, Steele Street Public School, and St. Patrick Catholic Elementary School – within 1 km
- Port Colborne Secondary School – just beyond 1 km southeast

Commercial and Community Uses:

- Multiple shopping plazas, dining options, and professional services within walking distance along Killaly Street West and Main Street West.
- Downtown Port Colborne and the Welland Canal corridor are located a short drive east (5 minutes).

Past Development Applications

The site has been the subject of previous applications and approvals. In February 2013, the site received Draft Approval for a residential Draft Plan of Subdivision referred to as Rosemount Estates. The Draft Plan proposed 960 residential units, including a mix single detached dwellings, townhouses and apartment buildings.

The 2013 Draft Plan Approval was subject to the completion of draft conditions related to environmental matters, servicing plans and agreements, to be completed within three years. The Draft Approval lapsed as the conditions were not met, and the plan did not proceed to registration.

Although the Draft Plan approval lapsed, the rezoning of the site was approved and the site is currently zoned Second Density Residential (Hold) – R2-28-H which permits single and semi-detached dwellings, Third Density Residential (Hold)-R3-29-H which permits townhomes and Fourth Density Residential (Hold) – R4-30-H which permits apartments up to 6 storeys in height. There is also a block within the site zoned Neighbourhood Commercial (Hold) – NC-27-H which permits local commercial uses and a park block zoned Public and Park – P.

The current “H” (holding) provisions in the zoning require conditions to be met- environmental clearances, infrastructure servicing, and phasing approvals- before development can proceed.

At the time of the 2013 approvals, part of the current site was owned by the Ministry of Transportation (MTO) and was proposed to be developed for the potential extension of Highway 3. The MTO determined that the extension not required and the lands were sold to the current owner. This allowed for the site to be planned comprehensively as one unified block.

Since the previous approvals, the planning policy and regulatory framework has also changed. When the current applications were submitted in April of 2024, the Provincial Policy Statement (2020), Growth Plan (2020), and Niagara Official Plan (2022) had replaced earlier planning frameworks that applied to the 2013 approvals. The newer policies emphasized intensification, complete communities, and greenfield density

targets, and encouraged a more compact form of development than the 2013 plan envisioned.

Since 2013, there have also been updates to the site's environmental mapping which has refined the limits of the Wainfleet Eagle Marsh Drain PSW Complex and the Significant Woodlands. The plan submitted in 2024 provided for larger protected environmental blocks within the development.

April 2024 Application

The applications submitted for the site include an Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision. The applications submitted in April of 2024 proposed the development of the site with 2,110 new residential units, 3,196.8 m² of ground floor commercial uses, parks and open space and environmentally protected areas. A copy of the Conceptual Development/Site Plan dated April 5th, 2024 is shown in **Figure 2** below.

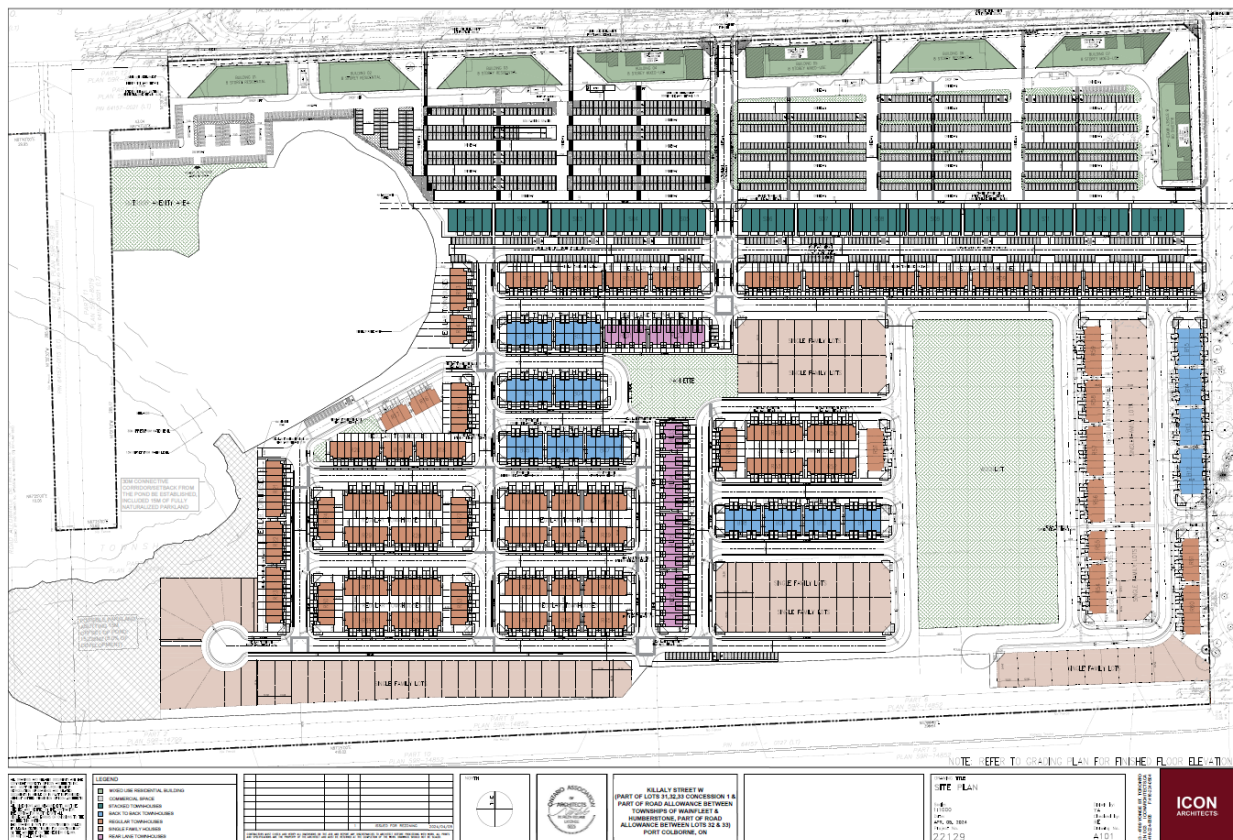


Figure 2- Concept Plan (April 2024)

Residential and Mixed-Use Development

The April 2024 applications proposed development that provided for a range of residential uses that were provided in a variation of built forms as follows:

Housing Type	Units	Description
Mid-Rise Apartments (8-storey)	1,231 units	Eight 8-storey buildings — four mixed-use and four residential (Ground-floor commercial area: 3,196.8 m ² total (ranging from 721 m ² to 874 m ² per building)).
Stacked Townhouses	228 units	13 buildings accessed by private roads
Regular Townhouses	383 units	61 buildings fronting onto new public roads
Back-to-Back Townhouses	130 units	15 buildings with higher density townhouse blocks
Rear-Lane Townhouses	42 units	6 buildings with laneway access
Single Detached Dwellings	96 units	Individual lots throughout subdivision
Total	2,110 Units	Net Density*: 104.77 units/ha

Table 1- Proposed Residential Uses, April 2024

Parking

Parking is addressed in various locations throughout the development through on-site private parking areas (both surface and structured parking facilities), driveways and garages. A total of 1,547 parking spaces were proposed with 132 bicycle parking spaces.

The Traffic Analysis submitted with the applications addressed the proposed versus required parking and concluded that overall, there is a 6% deficiency which, was considered to be minimal.

Road Network and Access

The initial application provided for 13 new public streets (20 metre right-of-way), designed on a modified grid pattern. The primary access for the development was from Killaly Street West, aligned with Third Avenue. Secondary accesses were proposed via the future West Side Road extension with two connections. A number of internal roads (both public and private) provided for walkable blocks with sidewalks and street trees throughout the development as well as on street parking on the public streets. There were two pedestrian walkways proposed, as well as trail links between the parks, woodlot and quarry pond area.

A Traffic Analysis submitted with the initial application concluded that with the planned intersection upgrades and road connections, the development would function efficiently within the existing road network, supporting both vehicular and active transportation without creating adverse impacts on traffic operations.

Rail Corridor

The site is adjacent to a rail corridor to the south. The impacts associated with the rail corridor were addressed in a Noise Impact and Vibration Study submitted by the applicant. The proposed development along the southerly portion of the site is setback as required from the rail corridor and noise impacts are proposed to be mitigated.

Environmental Protection

The initial application was accompanied by an Environmental Impact Statement (EIS). The EIS identified key natural heritage features on the site including woodland and wetlands.

Three distinct woodland communities were identified:

- Fresh Black Walnut Deciduous Woodland (eastern portion)
- Black Walnut Deciduous Woodland (central portion – near southern boundary)
- Deciduous Forest (western portion adjacent to quarry pond)

The report also identified the Wainfleet Eagle Marsh Drain Provincially Significant Wetland Complex which overlaps with the quarry pond area. While a short “watercourse” mapped on NPCA regulations was found, it was assessed not to be a true regulated watercourse, as it showed occasional flow during storms but no consistent channel. The EIS did not identify fish habitat. The EIS identified a wide range of wildlife habitat throughout the site.

Based on the identification and assessment of key environmental features, the development has been designed to avoid direct impacts on key environmental features through the protection of the environmental lands which are larger than the initial blocks in the 2013 Draft Plan. The EIS also mitigation and restoration measures which are expected to:

- Maintain ecological integrity of wetlands and woodland;
- Support wildlife movement and habitat diversity; and,
- Achieve no negative impacts on the significant natural heritage features or ecological functions.

Parkland and Open Space

The initial plan provided approximately 50% of the total site area (29.09 ha) for environmental protection, open space, and parks, as shown in **Table 2** below.

Feature	Block	Area	Description
Neighbourhood Park (West)	43	3.21 ha	Large open park with quarry views, seating areas, tree groves, and trail connections.
Central Parkette	36	0.33 ha	Small, centrally located green space surrounded by higher-density housing; features seating, shade trees, and play lawn.
Neighbourhood Park (East)	37	1.56 ha	Medium-sized park with multi-use lawn, playground, and landscaped buffer to residential blocks.
Woodlot & Wetland Blocks	35 & 38	23.95 ha	Protected environmental lands (EPA) with enhanced buffers, habitat restoration, and nature trails.
Pedestrian Walkways	39 & 40	0.04 ha	Short connecting paths linking internal streets to parkland and trails.

Table 2- Open Space & Environmental Areas (April 2024)

The initial plan proposed a central parkette for access to all residents as well as a new trail network that would connect to Maple Park to the east. Trails were proposed within the woodlot and quarry pond areas. A total of 5.14 ha was proposed with the initial application for parkland dedication as required by the City. Additional lands totalling 23.95 ha were proposed to be conveyed to the City for environmental protection including the woodlot.

Urban Design

The initial proposed development was designed to address urban design principles. All elements of the development including the functional design, built form, scale, public realm, landscaping, active transportation, road design, connectivity and integration and compatibility with the surrounding community were addressed.

Infrastructure and Servicing

The initial application was accompanied by a Functional Servicing Report which addressed water and wastewater as well as stormwater management. Water and wastewater servicing is proposed to be provided utilizing the existing water supply and wastewater treatment plant and the report concludes there is sufficient capacity in both to serve the proposed development.

The proposed stormwater management plan proposed on-site storm sewers and oil/grit separators discharging to the quarry ponds with no new outflows as runoff is proposed to be fully retained and treated on site.

The Functional Servicing Report also included a grading plan that proposes minor stripping and backfill (0.3 m) due to former industrial use and between 9,600–28,800 m³ of soil to be removed and replaced through the site remediation.

Streetscape and Landscape Plans

The Streetscape Plan provided with the application submission included a detailed description for street tree planning, sidewalk and pedestrian amenities, gateway features and treatments, rights-of way design, as well as the integration of active transportation.

The Landscape Plan provided several components to address the open space and landscaped areas proposed throughout the site. It included a planting strategy, sustainability features, amenity features and the integration of the landscaped areas with the various built forms.

Archeological Assessment

Stage 1 and 2 investigations for archeology were carried out through the archeological assessment completed by the applicant and found no archaeological resources within the development area. It was concluded that the proposed developable area of the site had no remaining archaeological potential due to historic quarrying and past industrial disturbance.

Phase 1 and 2 Environmental Site Assessments

Both completed ESAs for the site concluded that localized contamination exists in soil (metals and hydrocarbons) due to historic industrial uses. However, there is no evidence of widespread or severe contamination, and no off-site migration of pollutants detected. With remediation and soil replacement, the assessments confirmed that the site can safely support residential and mixed-use development. The planned remediation and Record of Site Condition process will ensure full compliance with provincial environmental standards.

Proposed Planning Instruments

Proposed Official Plan Amendment

To implement the proposed development an Official Plan Amendment is required to redesignate the site from *Urban Residential* to *Site-Specific Urban Residential 3.2.6* to increase density within each density classification and permit mixed-uses on the site. The Official Plan Amendment also redesignates portions of the site from *Urban Residential* to *Environmental Protection Area (EPA)* and *Parks and Open Space (P)* to define and protect the natural areas and recreational spaces provided through the development.

Proposed Zoning By-law Amendment

A proposed Zoning By-law Amendment was proposed to rezone the site from R2-28-H, R3-29-H, R4-30-H, NC-27-H, P, and EPA to:

- R4-60-H (Site-Specific Fourth Density Residential ((Hold)))

- MU-60-H (Site-Specific Mixed Use((Hold))
- P (Parks)
- EPA (Environmental Protection Area)

The submitted Zoning By-law Amendment sought relief to several zoning provisions including:

- Parking ratio reduction
- Reduced lot frontage and yards (front, side, rear)
- Increased height (8 storeys for apartments)
- Adjusted landscape area requirements

Draft Plan of Subdivision

The initial application also included a Draft Plan of Subdivision to implement the development. The Draft Plan established a new local road network, 3 new park blocks, 2 pedestrian walkway blocks and 2 blocks of environmental land to be protected. The April 2024 Draft Plan provided for residential and mixed-use blocks to accommodate the proposed 2,110 new units.

Planning Policy and Regulatory Framework

When the application was initially submitted in April of 2024, the following planning policy and regulatory framework was applicable to the site and proposed applications:

- *Planning Act – Sections 2 and 51(24)*
- *Provincial Policy Statement (2020) – The site is within a Settlement Area*
- *A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) – The site is within a Settlement Area and within a defined Greenfield Area*
- *Niagara Official Plan (2022)- The site is designated Greenfield Area, Urban Area, and Natural Heritage System*
- *City of Port Colborne Official Plan – The site is designated Environmental Protection Area, Rural Area and Residential Area, as well as Greenfield (Developable Area)*
- *City of Port Colborne Comprehensive Zoning By-law 6575/30/18 – The site is zoned NC-27-H, R2-28-H, R3-29-H, R4-30-H, P and EPA.*

Since the application was submitted the *Provincial Policy Statement (2020)* and the *Growth Plan for the Greater Golden Horseshoe (2020)* have been replaced by the new *Provincial Planning Statement (2024)*. The Region of Niagara's Official Plan has also become subsumed as a Local Plan under the authority of the City of Port Colborne.

Under the new Provincial Planning Statement (2024) the site remains in a Settlement Area and is subject to policies related to growth and housing, natural heritage, and servicing.

Summary of Comments

Technical Comments

A number of comments have been received on the applications through the circulation process and are summarized in the internal consultation section of this report.

Table 3 below provides a summary of the key technical issues raised with the initial application and first resubmission, and where applicable, how the issues were to be addressed.

Theme	Issue	Comment
Stormwater Management	Proposed stormwater drainage and outlet has not been adequately addressed and more information is required to accept the current proposal.	Draft Plan approval will require stormwater management to be addressed to the satisfaction of the City and NPCA. The draft ZBLA will require a holding provision related to stormwater.
Land Use	Revisions recommended for park configurations and access points.	Revise layout to address park configurations and access points.
	Reconsider townhouses abutting Killaly Street West due to may face access and setback issues and reconsider back-to-back block locations.	Revise plan to address transition of built forms and relocate back-to-back blocks. Zoning to ensure adequate setbacks and pedestrian sidewalk along the regional road.
	Clarify if mixed-use buildings and townhomes will include commercial space at grade.	Confirm intended uses and update plans accordingly. Add minimum commercial GFA into zoning by-law and official plan amendment.
Transportation	Unclear distinction between public and private roads; review network design.	Identify all public/private roads and improve connectivity.
	Address road alignment issues (esp. Street N) and missing cul-de-sac.	Redesign for proper access, turnaround, and snow storage.
	Mixed-use buildings lack direct Killaly Street access.	Evaluate potential for right-in/right-out access.
	Loading spaces visible and poorly located.	Relocate or screen loading areas for safety and aesthetics (site plan)

	Lack of pedestrian walkways from parking areas.	Add walkways and improve pedestrian safety.
	Resolve West Side Road extension concerns	Revise plan accordingly
	Consider structured parking for all apartments	To be considered through Site Plan.
	Need to delineate public sidewalks	Identify where private walkways and public sidewalks will be provided.
Parks and Open Space	Need details on private amenity spaces and balconies.	Clarify design of private recreation spaces.
	Public access to quarry lands not supported.	Remove public access points and provide fencing (to be provided through Draft Plan).
	Parkland dedication calculated on net area.	Confirm calculation and ensure 5% dedication (gross or net).
	Ensure public road access to parks and synergy between park and woodlot.	Provide direct access and coordinated design.
	Clarification needed on how park space will be programmed.	To be determined at detailed design stage, parkland is large enough to accommodate public spaces.
Environmental Areas	Buffer only along northwest boundary; should extend site-wide.	Add continuous 4 m landscape buffer.
	Clarify buffers and protection for Block 38 woodland.	Show buffer widths consistent with EIS Figure 5.
Land Use Compatibility	Noise from railway must be adequately mitigated.	Confirm adequacy of Noise Report and consider berms/walls.
	Park (Block 37) located near rail corridor.	Assess safety and appropriateness of park location.
Official Plan Amendment	Updated OPA required to reflect revised unit types and numbers.	Resubmit OPA and ZBA.
	Clarify if density calculations are net or gross.	Confirm compliance with Official Plan (net density).
	Notwithstanding Clause references full Section 3.2 unnecessarily.	Revise to cite only density policies 3.2.1(a)–(c).
Zoning By-law Amendment	Draft ZBA should be updated to address changes to plan, and should be more detailed.	Submit updated ZBA consistent with revised plan.

Draft Plan of Subdivision	Block 38 label unclear; specify environmental feature.	Update labeling on Draft Plan.
	Land Use Schedule missing public road dedication info.	Add road dedication details.
	Confirm if access easement required along quarry.	Coordinate easement requirements.
	ROW widths for Roads N and M appear to include half driveways.	Strongly recommend reconsideration of design with driveway encroachments into ROWs (20 m+).
	Ownership of quarry ponds and woodlot unclear.	Determine long-term ownership and maintenance responsibilities through agreement.

Table 3- Summary of Key Technical Comments

Public Comments

Prior to and at the Public Meeting for the applications, comments were provided from the public which included the following main issues:

- Extension of West Side Road through the unopened road allowance. Concerns with impacts, safety and traffic;
- Traffic impacts and lack of justification for reduced parking;
- Amount of development and density too great. Changes since the 2013 approval are too great for the area;
- Location of back-to-back townhomes adjacent to single detached dwellings will create overlook and privacy issues; and,
- Proposed apartments are too tall and too dense for the area.

Revised Application

The applicant provided a resubmission of the application in April of 2025 and a further resubmission and revised plan on October 1, 2025. The revised applications proposed a number of changes to the plan to address technical and public comments.

The October 2025 revised applications propose the development of 1,819 dwelling units: 84 single detached dwellings, 391 regular townhouses, 18 two-storey townhouses, 72 rear lane townhouses, 164 back-to-back townhouses, 483 stacked townhouses, and 607 apartment dwelling units in four 8-storey mixed use buildings. The revised applications reduced the number of dwelling units proposed and overall density across the site. A copy of the revised Conceptual Development Plan dated October 8, 2025 is provided in **Figure 3** below.

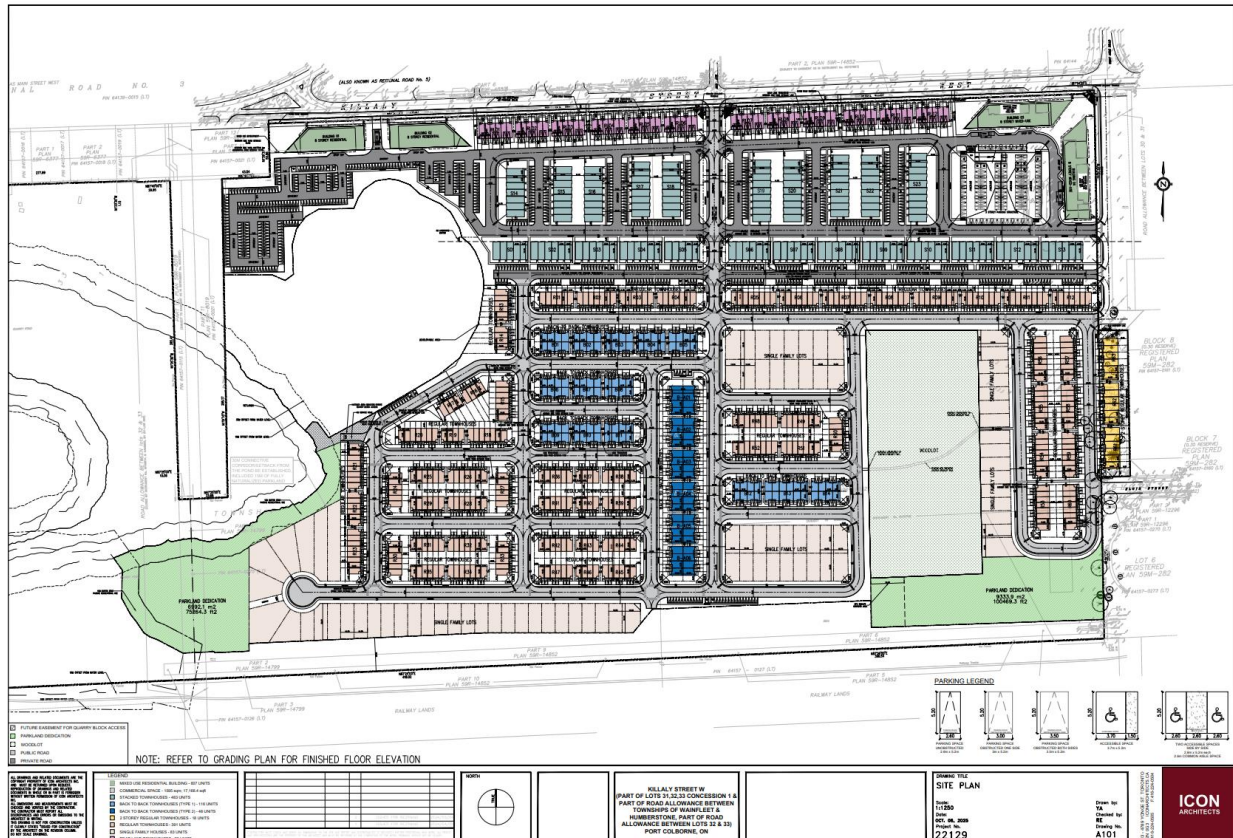


Figure 3- Concept Plan (October 2025)

Note: While the October 2025 described above and shown in Figure 3, includes 18 two-storey townhouses on the eastern border, staff have removed these from the application and implementing planning instrument as these lands are not owned by the applicant and therefore cannot be considered.

The key changes incorporated into the revised Plan from October include the following:

Killaly Street West Frontage:

- Along the Killaly Street frontage, a total of four 8-storey buildings have been removed from the initial Concept Plan to provide for a lower rise built-form, consisting of rear lane townhouse blocks along the Killaly Street West frontage and stacked townhouse blocks within the interior of the blocks.
- A 3-storey parking structure is now proposed within the apartment block to provide parking for the mixed-use buildings proposed at the Killaly Street West and West Side Road intersection.

West Side Road Extension:

- The West Side Road Extension has been revised and is now proposed to terminate at Street A. It had previously been proposed to terminate at Elgin Road.

- Single detached dwellings are now proposed to back onto the woodlot, along the western portion of Street A.

Parkland:

- The proposed central parkette has been relocated to the southeastern corner of the Subject Lands, to be adjacent with and operate as an extension to Maple Park (Block 37).
- The western parkland block (Block 36) has been reduced in size to accommodate increased depth of Lots 30 to 34.

Western Portion:

- The single detached dwelling lots at the westernmost portion of Street B have been extended to directly abut the natural heritage block (Block 43).

Road/Trail Network:

- Reconfiguration of the blocks in the centre of the development to allow for improved road connections and lotting.
- Relocation of pedestrian connections to woodlot to connect to existing trail.
- Increase to width of pedestrian walkway blocks.

The proposed changes have addressed the majority of the comments from City departments and agencies and have resulted in an updated Official Plan and Zoning By-law Amendment.

Revised Official Plan Amendment

The updated Official Plan Amendment seeks to re-designate the site to permit the development of a mixed-use residential community. The community will include single-detached dwellings, townhomes, and apartment buildings, supported by a public and private road network, an open space system, and the protection of identified environmental areas. The amendment establishes site-specific permissions for increased maximum densities within the low, medium, and high-density residential designations within the Urban Residential designation of the Official Plan. The amendment also allows for a reduction in the amount of neighborhood commercial uses per 100 housing units.

The site-specific amendment will provide for the necessary mapping changes to the Official Plan to define the Environmental Protection Areas, Parks and Open Space blocks and the lands subject to the Urban Residential Special Policy 3.2.6 which provides for the following changes:

1. *“Notwithstanding Section 3.2.1 (a(i)), (b(i)), and (c(i)) of the Official Plan for the City of Port Colborne, low density residential uses may be permitted to a maximum net density of 35 units per hectare, medium density residential uses may be permitted*

to a maximum density of 95 units per hectare, and high density residential uses may be permitted to a maximum density of 150 units per hectare.

2. *Notwithstanding Section 3.2.1. (c(i)) of the Official Plan for the City of Port Colborne, stacked and back-to-back townhomes are also permitted in the high-density residential designation.*
3. *Notwithstanding Section 3.2.1 (d(ii)), the new residential development shall provide 85 square metres of neighborhood commercial uses for every 100 housing units of residential development.*

Revised Zoning By-law Amendment

The revised Zoning By-law Amendment seeks to implement the Official Plan Amendment and revised Conceptual Development/Site Plan by delineating the Environmental Protection Zones, Public and Park Zones and establishing a number of areas defined on the zoning schedule subject to site specific zoning provisions under the Mixed-Use Special Provision and Fourth Density Residential Special Provision.

Under the Mixed-Use Special Provision Zone, Apartment Buildings, Mixed-Use Apartment Buildings, Rear-Lane Townhouses and Block Townhouses will be permitted and are defined as follows:

- **Back-to-Back Townhouse:** means a group of not less than four, but not more than ten single dwelling units divided vertically from each other by common side walls and common rear walls, each of which has a private independent entrance directly from the front yard.
- **Rear Lane Townhouse:** means a townhouse dwelling (street or block townhouse) that is not a stacked townhouse dwelling or back-to-back dwelling and where vehicular access to an attached garage is provided via a driveway crossing the rear lot line that is accessed from either a street or a lane.

The Mixed-Use Special Provision Zone applies to four areas on the site (Areas A to D) and within each there are site specific regulations depending on the specific built forms related to setbacks, height, density, minimum lot areas and frontages, unit widths and depths, minimum separation distances, landscaping and parking. Within the mixed-use apartment zone (Area A) there is also minimum requirement for non-residential commercial floor area to be provided within the buildings on the ground floor along Killaly street frontages.

The Special Provision Fourth Density Residential Zone permits detached dwellings, block townhomes, street townhomes and back-to-back townhomes and sets out four areas (Areas E-H) where each use is permitted subject to regulations related to setbacks, height, density, landscaping and parking. There are also provisions for unit widths and depths for the townhouse areas

The revised Zoning By-law Amendment includes a Holding Provision which requires the environmental and stormwater management concerns identified by the Niagara Peninsula Conservation Authority and the City to be addressed to the satisfaction of the City and the Conservation Authority prior to lifting the holding provision.

Revised Draft Plan of Subdivision

As noted earlier in this report, there are issues related to the Draft Plan that have not been addressed to the satisfaction of the City or the Niagara Peninsula Conservation Authority. These are issues related to stormwater that, in staff's opinion, must be resolved prior to issuance of Draft Approval and cannot be conditions of Draft Approval, as Draft Approval would allow for the pre-sale of lots and blocks without the conditions being met. Therefore, the recommendations provided in this report relate to the Official Plan and Zoning By-law Amendments with an understanding that consideration of Draft Plan Approval will follow once the technical issues have been adequately addressed.

Planning Policy and Regulatory Assessment

The following assessment provides a review and analysis of the revised development (October 2025) and the revised proposed Official Plan and Zoning By-law Amendments in accordance with the applicable planning policy and regulatory framework.

Planning Act, 1990

The Planning Act, R.S.O. 1990 (the "*Planning Act*"), s.2, sets out the matters of provincial interest which the Minister, the council of a municipality, and the Tribunal shall have regard to when carrying out their responsibilities under the Act.

Section 3 of the Act requires that, in exercising any authority that affects a planning matter, planning authorities "shall be consistent with the policy statements" issued under the Act and "shall conform with the provincial plans that are in effect on that date, or shall not conflict with them, as the case may be".

The following analysis evaluates if, and how the proposed development has regard for the applicable matters of provincial interest under s.2 of the Act.

- a) *the protection of ecological systems, including natural areas, features and functions;*

The site contains identified natural heritage features including a

woodland and PSW. Both features have been identified and assessed and are to be protected within defined blocks with sufficient buffers in both the Official Plan and Zoning By-law Amendments.

d) the conservation of features of significant architectural, cultural, historical, archaeological, or scientific interest;

As stated in the Stage 1 and 2 Archaeological Assessment prepared by AMICK, no significant archaeological resources were identified, and no additional archaeological assessment of the site was recommended.

f) the adequate provision and efficient use of communication, transportation, sewage and water services and waste management systems;

The proposed development of the site can be efficiently serviced with water, wastewater and waste disposal systems as set out in the Functional Servicing Report submitted with the applications.

h) the orderly development of safe and healthy communities;

The proposed development will facilitate the orderly development of the site with appropriate development standards while avoiding and mitigating risks to public health and safety

i) the adequate provision and distribution of educational, health, social, cultural and recreational facilities;

The site is located near various community and recreational amenities, including parks, schools, and commercial plazas.

j) the adequate provision of a full range of housing, including affordable housing;

The proposed development provides a full range of housing types, built forms and sizes and that will diversify the housing options in the City of Port Colborne. The development will include smaller units providing more accessible options in relation to affordability.

k) the adequate provision of employment opportunities;

The proposed development incorporates ground floor non-residential uses within select apartment buildings along Killaly Street providing for retail and service commercial opportunities.

p) the appropriate location of growth and development;

The site is located within a designated greenfield area of the City of Port

Colborne, intended to accommodate residential growth in the form of single-detached, townhouse, and apartment dwelling units. The site will also be serviced with existing infrastructure and be accessible through upgrades to the existing transportation network.

- q) *the promotion of development that is designed to be sustainable, to support public transit and to be oriented to pedestrians;*

The site is located on Niagara Region Transit Route 25 and eligible for Niagara Region On Demand Transit. The proposed development incorporates active transportation opportunities.

- r) *the promotion of built form that,*

(i) is well-designed,

(ii) encourages a sense of place, and

(iii) provides for public spaces that are of high quality, safe, accessible, attractive and vibrant;

The proposed development will provide well-designed built forms and include a range of public spaces that are accessible and will contain passive and active recreational opportunities.

In summary, the proposed development as revised has regard for Section 2 of the *Planning Act*.

Provincial Planning Statement, 2024

The Provincial Planning Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. As per the PPS, the site is within a “Settlement Area” of the City of Port Colborne.

Section 2.1 of the PPS includes policies which state that planning authorities should support the achievement of complete communities by accommodating a range and mix of land uses, housing options, transportation options, employment, parks and open space, and institutional uses to meet the long-term needs of residents.

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

Section 2.3.1.1 states that settlement areas shall be the focus of growth and development. Land use patterns within settlement areas should be based on densities

and a mix of land uses which efficiently use land and resources and optimize existing and planned infrastructure. Planning authorities are to support general identification and redevelopment that supports the creation of a complete community.

Section 3.1, General Policies for Infrastructure and Public Service Facilities, encourages new developments to utilize existing municipal infrastructure to ensure that sufficient services are in place to meet current and projected needs.

Section 3.2, Transportation Systems, states that transportation systems should be safe, energy efficient, and facilitate the movement of people and goods to address projected needs.

Section 3.4, Airports, Rail and Marine Facilities states that planning for land uses in the vicinity of airports, rail facilities and marine facilities shall be undertaken so that their long-term operation and economic role is protected, and airports, rail facilities and marine facilities, and sensitive land uses are appropriately designed, buffered and/or separated from each other, in accordance with policy 3.5 related to land use compatibility.

Section 3.6, Sewage, Water and Stormwater provides planning policies for best practices for sewage and water services and stormwater management to accommodate the needs of forecasted growth.

Section 3.9, Public Spaces, Recreation, Parks, Trails and Open Space states that healthy, active, and inclusive communities should be promoted by planning public streets, spaces, and facilities to be safe, meet the needs of persons of all ages and abilities, including pedestrians, and to foster social interaction and facilitate active transportation and community connectivity. Developments should include a full range of publicly accessible built and natural settings for recreation, including facilities, parklands, public spaces, open space areas, trails and linkages.

Section 4.1, Natural Heritage, states that natural features and areas shall be protected for the long term. The diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.

The proposed development supports the achievement of a complete community by accommodating a full range and mix of housing options, transportation options, employment opportunities, and parks and open spaces, to meet the long-term needs of residents. The proposed densities and mix of units make efficient use of the existing and planned infrastructure to provide for a complete community within the Settlement Area of Port Colborne. The development

integrates with and expands the existing transportation system and has been revised to ensure the mitigation of impacts to the surrounding community.

There is sufficient capacity to service the development within the existing water and wastewater system. Stormwater management will be reviewed and required to be further addressed to the satisfaction of the City and NPCA through updated submissions, Draft Plan conditions and a Subdivision Agreement.

The site provides for a range of parks and open spaces including trails and pedestrian pathways to foster social interaction and facilitate active transportation and community connectivity.

All identified natural heritage features on the site have been protected in blocks to protect the long-term ecological function and biodiversity of the Region's natural heritage system.

The proposed development will expand the range and mix of housing types in the existing neighbourhood that will contribute to the creation of a complete community. By offering a mix of one- and two-bedroom units, the apartment will support the City in meeting its housing and intensification targets for the urban area and diversify housing options in an area currently characterized by low-rise dwellings.

The revised October 2025 development plan, Official Plan and Zoning By-law Amendments are consistent with the PPS 2024.

Region of Niagara Official Plan

The subject lands are located within the *Urban Area* and identified as a *Greenfield Area* in the *Niagara Official Plan (2022)* which is now considered a Local Plan of the City of Port Colborne. Portions of the site are also within the *Natural Heritage System*, recognizing Provincially Significant Wetlands (PSWs) and Significant Woodlands associated with the Wainfleet Eagle Marsh Drain complex.

The following chart identifies key objectives and policies of the Region of Niagara Official Plan and an assessment of the proposed development and applications in relation to the key policies of the Region of Niagara Official Plan.

Policy Area	Intent of Policy Area	Assessment of Proposed Development
Growth Management	Direct new growth to urban areas, emphasizing compact and complete communities.	The proposal represents development within a designated Greenfield Area, redeveloping a former brownfield industrial site inside the urban boundary,

		consistent with Regional growth strategy.
Housing and Density	Provide a range and mix of housing types and achieve greenfield density targets.	The subdivision includes a diverse mix of single detached, townhouse, and mid-rise apartment forms. The net density (104.8 units/ha) meets and exceeds Regional Greenfield density targets.
Efficient Use of Infrastructure	Optimize existing water, wastewater, and transportation systems.	The <i>Functional Servicing Report</i> confirms that existing systems have adequate capacity to accommodate the development, satisfying Regional servicing policies.
Natural Heritage System	Protect and enhance PSWs, woodlands, and wildlife habitat.	The plan avoids direct impacts to designated natural features. Environmental lands are to be dedicated for protection and buffered.
Transportation and Mobility	Encourage active transportation and connectivity.	The internal road network and trail systems integrate with existing City and Regional corridors, promoting walkability and transit accessibility (Killaly Street West, NRT Route 25).
Climate Change and Sustainability	Support redevelopment of brownfields and compact urban form.	The proposal reuses a former industrial site, reducing pressure on undeveloped rural lands and aligning with Regional climate and sustainability goals.

Table 4- Region of Niagara, Policy Conformity

The revised October 2025 development plan, Official Plan and Zoning By-law Amendments conform to and implement the policies of the Region of Niagara Official Plan (2022) by:

- **Focusing growth within the existing Urban Boundary;**
- **Providing a complete community;**
- **Protecting natural heritage features through appropriate land use designations and buffers; and,**
- **Supporting Regional objectives for housing diversity, efficient servicing, and brownfield revitalization.**

Outstanding matters (notably stormwater management) will be addressed through detailed design and conditions prior to Draft Plan approval, ensuring full conformity with the Regional Official Plan and NPCA requirements.

City of Port Colborne Official Plan

The Subject Lands are primarily designated Residential Area, Environmental Protection Area (EPA), and Greenfield (Developable Area) in the City of Port Colborne Official Plan. Portions of the site also include Rural Area and Environmental Conservation Area (ECA) designations.

The following chart identifies key objectives and policies of the City of Port Colborne Official Plan and an assessment of the proposed development and applications in relation to the key policies of the Official Plan.

Policy	Intent of Policy	Assessment of Proposed Development
Growth Management and Land Use	Direct growth to designated Greenfield Areas within the Urban Boundary and promote complete, connected communities.	The proposed development redevelops a brownfield site within the Urban Boundary, supporting intensification and efficient land use. It contributes to a compact, mixed-use urban form consistent with Official Plan Section 2.2 (Growth Management).
Residential Policies	Provide a range and mix of housing forms and densities.	The proposal introduces diverse housing types (single-detached, townhouse, and mid-rise apartments) that meet the intent of the Residential Area policies. The density exceeds the minimum Greenfield target and is appropriate given site size and context. The site-specific exceptions to the low, medium and high-density land use policies are appropriate for the context and support the City's housing objectives.
Environmental Protection	Conserve and protect significant natural features and ecological functions.	The plan preserves all PSWs and woodlands, dedicating large blocks as EPA and providing buffers in accordance with the <i>Environmental Impact Study</i>. No development encroaches on protected features.
Transportation and Mobility	Encourage multi-modal connectivity and efficient road design.	The internal street pattern provides good connectivity to Killaly Street West and the surrounding community, with sidewalks, trails, and future road extensions

		promoting active transportation and future transit use.
Servicing and Infrastructure	Ensure development is fully serviced with available municipal water, wastewater, and stormwater systems.	The <i>Functional Servicing Report</i> confirms that adequate municipal services are available. Stormwater will be further addressed to meet City and NPCA standards.
Urban Design	Encourage high-quality, human-scaled design and compatibility with existing neighbourhoods.	The development plan follows urban design principles for building orientation, streetscape character, and transitions to adjacent lower density uses (e.g., reduced height along Killaly Street).
Parks and Open Space	Ensure appropriate parkland dedication and access to recreational amenities.	The plan provides 5.14 ha of parkland and 23.95 ha of protected open space, exceeding the required dedication. Parks are well distributed and accessible via the trail network.

Table 5- City of Port Colborne Official Plan, Policy Conformity

Overall, the revised proposed development and applications conform to and implement the policies of the City of Port Colborne Official Plan by:

- **Contributing to the creation of a complete, mixed-use, and sustainable neighbourhood within the Urban Boundary;**
- **Providing housing diversity and density consistent with Greenfield objectives;**
- **Protecting and enhancing natural heritage areas; and**
- **Supporting the City's long-term vision for growth, connectivity, and environmental stewardship.**

City of Port Colborne Zoning By-law

The Subject lands are currently zoned: R2-28-H – Second Density Residential (Hold), R3-29-H – Third Density Residential (Hold), R4-30-H – Fourth Density Residential (Hold), NC-27-H – Neighbourhood Commercial (Hold), P – Public and Park and EPA – Environmental Protection Area in the City of Port Colborne Zoning By-law.

The current holding provisions apply until environmental clearances, infrastructure servicing, and phasing approvals are obtained. These conditions were not satisfied under the previous 2013 Draft Plan.

The new development proposal requires amendments to permit the updated built form, uses, and densities and introduces newly defined areas for parks and open spaces as well as the larger identified environmental protection areas.

The proposed R4-60-H (Site-Specific Fourth Density Residential((Hold)) Zone and the MU-60-H (Site-Specific Mixed Use ((Hold)) Zone will provide for the mix of proposed residential uses with defined areas for each type of use and associated zoning regulations.

The Site-Specific Provisions include reductions to parking ratios which have been sufficiently justified through the applicant's Traffic Analysis. The site-specific provisions also provide for reduced lot frontages and setbacks to accommodate more compact built forms, increased maximum height (up to 8 storeys for apartments/mixed-use buildings) and adjusted landscape area requirements to allow for denser urban design.

The proposed revised Zoning By-law Amendment is appropriate and necessary to implement the proposed development as it:

- Aligns zoning permissions with the land use designations in the Official Plan;
- Supports compact development, and housing diversity;
- Protects natural features through appropriate zoning; and
- Reflects a modern, policy-consistent approach to redevelopment of a large brownfield site.

The amendments are therefore considered appropriate changes to the City of Port Colborne Zoning By-law 6575/30/18, subject to inclusion of a holding provision requiring resolution of stormwater management matters prior to Draft Plan approval.

Internal Consultations:

Following the October 2025 resubmission, internal consultations have been focused on technical matters related to conditions of draft plan approval. As noted in this report, there are matters to be resolved, however, these will be resolved through continued dialogue with agencies and subject matter experts.

In staffs opinion, the Holding provision included in the Zoning By-law Amendment provide guidance respecting how these technical issues will be resolved to the satisfaction of the City and Niagara Peninsula Conservation Authority

Financial Implications:

There are no financial implications directly related to the City.

Public Engagement:

A public meeting was held on June 4, 2024, and a follow up meeting was held by the applicant with the community on July 3, 2024. Several issues were raised at the public meeting, as noted previously. For ease of reference, they are summarized below:

- Extension of West Side Road through the unopened road allowance. Concerns with impacts, safety and traffic;
- Traffic impacts and lack of justification for reduced parking;
- Amount of development and density too great. Changes since the 2013 approval are too great for the area;
- Location of back-to-back townhomes adjacent to single detached dwellings will create overlook and privacy issues; and,
- Proposed apartments are too tall and too dense for the area.

It is staff's opinion that these comments have been addressed through the revised submissions and updated plans and are supportable from a policy and regulatory perspective as demonstrated through the analysis contained herein.

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 proposed development of the former Canada Cement site located on 57.16 ha of land south of Killaly Street West, represents a brownfield redevelopment that has been revised from the previous approval in 2013. The new proposal supports complete community objectives and aligns with the Region and City's growth and housing targets by providing for 1,819 new residential units and new commercial space, as well as new public parks and open space.

The proposed Official Plan and Zoning By-law Amendments as revised, and the revised conceptual plan, will facilitate redevelopment of the site within the City's urban boundary as a compact, mixed-use community with a range of housing forms. The site's existing wetland and woodland will remain as protected environmental features. Water and

wastewater servicing can be efficiently provided through existing capacity, and the proposed new road network provides for an efficient transportation network that integrates roads and active transportation with the surrounding community without adverse impact. Stormwater management remains outstanding and is to be resolved before Draft Plan approval.

The proposal was revised to address City and agency comments, as well as comments and issues raised by the community.

The proposed Official Plan and Zoning By-law Amendments are consistent with the Provincial Planning Statement, conform to the Regional and City Official Plan, represent good planning and are in the public interest. For these reasons the proposed amendments found in Appendices A and B are recommend for approval.

Appendices:

- a. Official Plan Amendment
- b. Zoning By-law Amendment

Prepared by:

Dana Anderson, FCIP, RPP

Partner, MHBC Planning for the City of Port Colborne

Respectfully submitted by:

Erik Acs, MCIP, RPP

Chief Planner

Report Approval:

All reports reviewed and approved by the Department Director and 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. 7408/99/25

**Being a By-law to Adopt Amendment No. 21 to the Official Plan for the
City of Port Colborne**

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area;

Therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) and 21 of the Planning Act, hereby enacts as follows:

1. That Official Plan Amendment No. 21 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached schedules and explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this 25th day of November, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

**AMENDMENT NO. 21
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

Mapleview Subdivision

Date: _____

**AMENDMENT NO. 21
TO THE
OFFICIAL PLAN
FOR THE
CITY OF PORT COLBORNE**

Mapleview Subdivision

This Amendment to the Official Plan for the City of Port Colborne, which has been adopted by the Council of the Corporation of the City of Port Colborne, is hereby approved in accordance with Sections 17 and 21 of the Planning Act R.S.O. 1990, c. P.13, as Amendment No. 21 to the Official Plan for the City of Port Colborne..

Date: _____

**AMENDMENT NO. 21
TO THE
OFFICIAL PLAN
FOR THE
CITY OF PORT COLBORNE**

Mapleview Subdivision

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Details of the Amendment
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- Part C – The Schedules

PART A- THE PREAMBLE

Purpose

The purpose of Official Plan Amendment No. 21 is to re-designate the Subject Lands in the City of Port Colborne Official Plan to permit the development of a mixed-use residential community. The community will include single-detached dwellings, townhomes, and apartment buildings, supported by a public and private road network, an open space system, and the protection of identified environmental areas. The amendment will also establish site-specific permissions for increased maximum densities within the low, medium, and high-density residential designations within the Urban Residential designation of the Official Plan.

Location

This amendment applies to the lands legally described as Part of Lots 31, 32, 33 Concession 1 & Part of Road Allowance between Townships of Wainfleet & Humberstone, Part of Road Allowance between Lots 32 & 33, City of Port Colborne.

Basis

The Subject Lands are currently designated as Urban Residential, Rural, and Environmental Protection Area on Schedule A, City-Wide Land use of the City of Port Colborne Official Plan. An Official Plan Amendment is required to allow for the comprehensive redevelopment of the Subject Lands into a mixed-use residential community, supported by a public and private road network, parks and open space uses, and protected environmental areas. An Official Plan Amendment was submitted to amend the City of Port Colborne Official Plan to: (1) redesignate the lands planned for residential growth to a Site Specific Urban Residential designation, with an increased maximum permitted density and a reduction in the minimum non-residential uses; (2) designate the parks and open space uses within the Subject Lands to be dedicated to the City and protected for recreational uses, and; (3) designate the environmental features on the Subject Lands to ensure their long-term protection.

A Zoning By-law Amendment was submitted concurrently, to amend the zoning of the Subject Lands to be in conformity with the Official Plan designation of the Subject Lands.

PART B- THE AMENDMENT

All of this part of the document entitled PART “B” – “The Amendment” consisting of the following text and schedule, designated as Schedule “A” constitutes Amendment No. 21 to the Official Plan for the City of Port Colborne. The Official Plan for the Port Colborne Planning Area is hereby amended as follows:

Mapping Changes

The following changes are made to Schedule A- City Wide Land Use of the Official Plan for the Port Colborne Planning Area:

1. That the area designated as “Urban Residential” on Schedule A City-Wide Land Use of the Official Plan, be re-designated to “Urban Residential, Subject to Site-Specific Policy 3.2.6”, “Parks and Open Space” and “Environmental Protection Area” in accordance with Schedule A to Official Plan Amendment No. 21.
2. That the area designated as “Rural” and “Environmental Protection Area” on Schedule A City-Wide Land Use of the Official Plan, be re-designated to “Environmental Protection Area” in accordance with Schedule A to Official Plan Amendment No. 21.
3. That the area shown as “Urban Residential – Exception” on Schedule A to Official Plan Amendment No.21, shall be subject to the maximum permitted densities and minimum requirements for non-residential uses of Site-Specific Policy 3.2.6

The Official Plan for the Port Colborne Planning Area is hereby amended as follows:

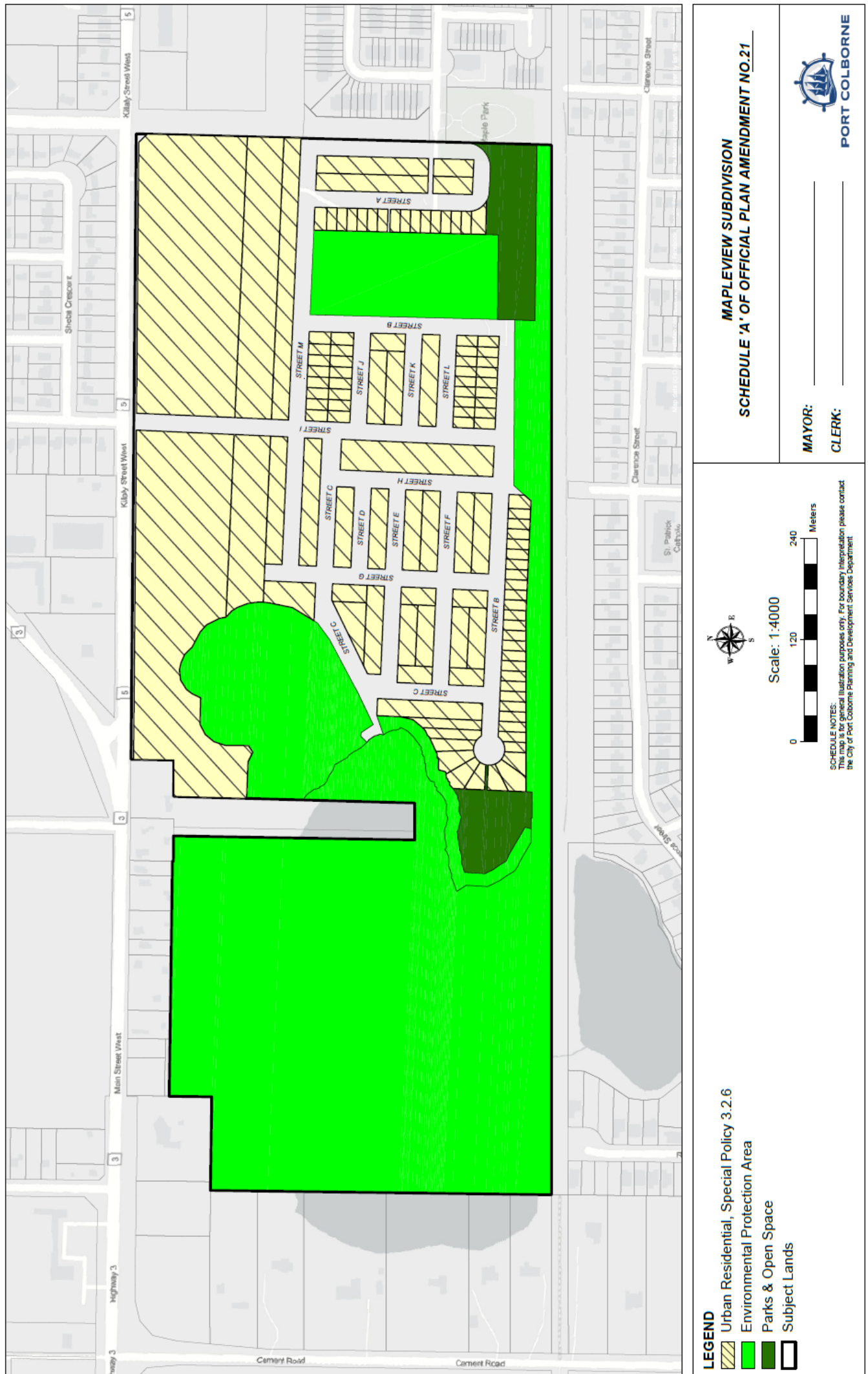
Text Changes

The following site-specific policy is added to Section 3.2.6 of the City of Port Colborne Official Plan:

1. *“Notwithstanding Section 3.2.1 (a(i)), (b(i)), and (c(i)) of the Official Plan for the City of Port Colborne, low density residential uses may be permitted to a maximum net density of 35 units per hectare, medium density residential uses may be permitted to a maximum density of 95 units per hectare, and high density residential uses may be permitted to a maximum density of 150 units per hectare.*
2. *Notwithstanding Section 3.2.1. (c(i)) of the Official Plan for the City of Port Colborne, stacked and back-to-back townhomes are also permitted in the high-density residential designation.*
3. *Notwithstanding Section 3.2.1 (d(ii), the new residential development shall provide 85 square metres of neighborhood commercial uses for every 100 housing units of residential development.*

Implementation and Interpretation

The implementation and interpretation of this amendment shall be in accordance with the respective policies of the Port Colborne Official Plan and an amendment to the City Zoning By-law to implement these policies, as appropriate.



The Corporation of the City of Port Colborne

By-law No. 7409/100/25

Being a by-law to amend Zoning By-law 6575/30/18, as amended, respecting the lands legally described as Part of Lots 31, 32 & 33, Concession 1 & Part of Road Allowance between Townships of Wainfleet & Humberstone & Part of Road Allowance Between Lots 32 & 33, in the City of Port Colborne, Regional Municipality of Niagara

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

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

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

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this By-law.
2. That the Zoning Map referenced as Schedule “A7” forming part of By-law 6575/30/18, as amended, is hereby further amended by rezoning the lands shown on Schedule “B” from Public and Park (P), Neighborhood Commercial Special Provision 27-H (NC-27-H), Second Density Residential Special Provision 28-H (R2-28-H), Third Density Residential Special Provision 29-H (R3-29-H), Fourth Density Residential Special Provision 30-H (R4-30-H), and Environmental Protection, to:
 - Mixed-Use, Special Provision 60- With a Holding Provision (MU-60-H)
 - Areas A-D
 - Fourth Density Residential, Special Provision 60- With a Holding Provision (R4-60-H)
 - Areas E-H
 - Public and Park Zone (P)
 - Environmental Protection (EP)
3. That Section 37.2 entitled “List of Special Provisions” of Zoning By-law 6575/30/18, as amended, is hereby further amended by adding the following:

Special Provision: MU-60-H

Notwithstanding the provisions of Section 21 of Zoning By-law 6575/30/18, the following provisions shall apply to lands zoned MU-60-H in accordance with Schedule A.

Permitted Uses	
a) Apartment Building; b) Mixed-Use Apartment Building; c) Dwelling, Rear-Lane Townhouse; d) Dwelling, Block Townhouse; e) Other permitted uses as listed within Section 21.2	
Zone Requirements- Mixed-Use Apartment Building (Area A)	
a) Minimum Building Frontage	15.0 metres
b) Minimum Lot Area	Not Applicable
c) Minimum Front Yard	5.50 metres to a public road
d) Minimum Rear Yard	2.30 metres to the private road

	0.20 metres to a private sidewalk
e) Minimum Corner Side Yard	3.0 metres to a private sidewalk
f) Minimum Separation Distance between Apartment Buildings	14.0 metres
g) Maximum Height	32.0 metres (8 storeys)
h) Maximum Density	150 units per hectare
i) Minimum Non-Residential Uses	720 m ² per residential building
j) Minimum Residential Parking Spaces	1.10 parking space per residential unit, of which 0.10 parking spaces per residential unit are visitor parking spaces.
k) Minimum Non-Residential Parking Spaces	1 space per 30 m ² of commercial gross floor area
l) Minimum Accessible Parking Spaces	2% of required parking spaces
m) Minimum Standard Parking Space Dimensions	2.6 metres x 5.2 metres
n) Minimum Residential Bicycle Parking Spaces	6 spaces + 1 space for every additional 10 units, above 20 residential units
o) Minimum Non-Residential Bicycle Parking Spaces	1 space per 1000 m ² of commercial gross floor area
p) Minimum Landscaped Open Space within a Parking Area of 100 Spaces or More	10%
q) Notwithstanding Provision 3.10(a), loading spaces shall be permitted to be located within a required yard that abuts a residential zone.	
r) Setback calculations shall be taken from a private road and/or sidewalk.	
Zone Requirements- Residential Apartment Building (Area B)	
a) Minimum Lot Frontage	18 metres
b) Minimum Lot Area	Not Applicable
c) Minimum Front Yard	4.90 metres
d) Minimum Lot Area Per Residential Unit	38 m ²
e) Minimum Rear Yard	1.50 metres to a private road
f) Minimum Corner Side Yard	3.50 metres to a private sidewalk
g) Minimum Separation Distance Between Apartment Buildings	22.0 metres
h) Maximum Lot Coverage	Not Applicable
i) Maximum Height	32.0 metres (8 storeys)
j) Maximum Density	150 units per hectare
k) Minimum Residential Parking Spaces	1.10 parking space per residential unit of which 0.10 parking spaces per residential unit are visitor parking spaces.
l) Minimum Accessible Parking Spaces	2% of required parking spaces
m) Minimum Standard Parking Space Dimensions	2.6 metres x 5.2 metres
n) Minimum Bicycle Parking Spaces	6 spaces + 1 space for every additional 10 units, above 20 residential units
o) Minimum Landscaped Area	25% per area
p) Minimum Landscaped Open Space within a Parking Area of 100 Spaces or More	10%
q) Minimum Landscaped Buffer between the Edge of a	3.0 metres

Parking Aea of More Than 100 spaces, and Lot Line not Abutting a Public Road	
r) Notwithstanding Provision 3.10(a), loading spaces shall be permitted to be located within a required yard that abuts a residential zone.	
s) Setback calculations shall be taken from a private road and/or sidewalk.	
Zone Requirements- Dwelling, Block Townhouse (Area C)	
a) Minimum Unit Width	6.0 metres
b) Minimum Unit Depth	16.0 metres
c) Minimum Front Yard	9.30 metres to a private road 4.10 metres to a parking area
d) Minimum Corner Side Yard	3.10 metres to a private road 2.20 metres to a parking area
e) Minimum Rear Yard	9.70 metres to a private road
f) Minimum Rear Yard Separation Distance Between Residential Units	11.0 metres
g) Maximum Height	14.0 metres
h) Maximum Density	150 units per hectare
i) Minimum Residential Parking Spaces	1.0 parking spaces per unit
j) Minimum Standard Parking Space Dimensions	2.6 metres x 5.2 metres
k) Minimum Landscaped Area	25% per area
l) Minimum Landscape Buffer abutting Residential Zone	3.0 metres
m) Minimum width of a pedestrian sidewalk between a surface parking area and a Front Yard	1.50 metres
n) Common walls shall be centered on the common lot line	
o) There is no minimum interior side yard and/or rear yard for common walls.	
p) Setback calculations shall be taken from a private road and/or parking area.	
q) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Rear Lane Townhouse (Area D)	
a) Minimum Unit Width	4.80 metres
b) Minimum Unit Depth	13.0 metres
c) Minimum Front Yard	6.90 metres
d) Minimum Corner Side Yard	1.20 metres to a private sidewalk 4.50 metres to a public road
e) Minimum Separation Distance Between Residential Units	3.0 metres
f) Minimum Rear Yard	9.90 metres to a private road
g) Maximum Height	14.0 metres
h) Maximum Density	150 UPH
i) Minimum Residential Parking Spaces	1 space per residential unit
j) Minimum Standard Parking Space Dimensions, Obstructed on One Side	3.0 metres x 5.2 metres
k) Minimum Landscaped Area	15% per unit
l) Common walls shall be centered on the common lot line	
m) Minimum interior side yard and/or rear yard shall not apply for common walls.	
n) Setback calculations shall be taken from a private road and/or private sidewalk.	
o) Minimum Unit Areas shall not apply.	

Special Provision: Fourth Density Residential R4-60-H

Notwithstanding the provisions of Section 8 of Zoning By-law 6575/30/18, the following provisions shall apply to lands zoned R4-60-H in accordance with Schedule A:

Permitted Uses	
a) Dwelling, Detached b) Dwelling, Block Townhouse c) Dwelling, Street Townhouse d) Dwelling, Back-to-Back Townhouse e) Other permitted uses as listed within Section 8.2	
Zone Requirements- Dwelling, Block Townhouse (Area E)	
a) Minimum Unit Width	6.0 metres
b) Minimum Unit Depth	16.0 metres
c) Minimum Front Yard	9.30 metres where abutting a private road 4.0 metres where abutting a parking area
d) Minimum Corner/Flankage Side Yard	2.90 metres where abutting a public road
e) Minimum Rear Yard	5.0 metres abutting a private road 4.0 metres where abutting a private sidewalk
f) Minimum Separation Distance Between Townhouse Units	3.0 metres
g) Maximum Height	14.0 metres
h) Maximum Density	150 units per hectare
i) Minimum Residential Parking Spaces	1 parking space per unit
j) Minimum Accessible Parking Spaces	2% of required parking spaces
k) Minimum Dimensions of Standard Parking Space	2.6 metres x 5.2 metres
l) Minimum Landscaped Area	25% per unit
m) Minimum Width of a Pedestrian Sidewalk	1.50 metres
n) Common walls shall be centered on the common lot line.	
o) Minimum interior side yard and/or rear yard shall not apply for common walls.	
p) Setback calculations shall be taken from a private road and/or private sidewalk.	
q) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Street Townhouse (Area F)	
a) Minimum Unit Width	4.80 metres
b) Minimum Unit Depth	11.50 metres
c) Minimum Front Yard	2.20 metres
d) Minimum Interior Side Yard	1.50 metres
e) Minimum Corner Side Yard	3.50 metres
f) Minimum Rear Yard	6.0 metres
g) Maximum Height	15.0 metres
h) Maximum Density	95 units per hectare
i) Minimum Landscaped Area	25% per unit
j) Minimum Parking Spaces	1 parking space per residential unit
k) Minimum Standard Parking Space Dimensions, Obstructed on One Side	3.0 metres x 5.2 metres
l) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Back-to-Back Townhouse (Area G)	
a) Minimum Unit Width	6.0 metres

b) Minimum Unit Depth	8.50 metres
c) Minimum Front Yard	1.80 metres
d) Minimum Interior Side Yard	1.50 metres
e) Minimum Corner Side Yard	5.20 metres
f) Minimum Rear Yard	0.0 metres
g) Maximum Height	14.0 metres
h) Maximum Density	150 units per hectare
i) Minimum Landscaped Area	10% per area
j) Minimum Parking Spaces	1 parking space per residential unit
k) Minimum Standard Parking Space Dimensions, Obstructed on One Side	3.0 metres x 5.2 metres
l) Common walls shall be centered on the common lot line.	
m) There is no minimum interior side yard and/or rear yard for common walls.	
n) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Detached (Area H)	
a) Minimum Lot Frontage	9.50 metres
b) Minimum Lot Frontage- Corner Lot	12.50 metres
c) Minimum Lot Area	300 m ²
d) Maximum Height	11.0 metres
e) Maximum Density	35 units per hectare
f) Minimum Landscaped Area	25% per unit

Notwithstanding the provisions of Section 3 above, the following minimum yards are permitted for Area F1 on Schedule “B”, forming part of this By-law:

- A minimum Interior Side Yard of 0.9 metres
- A minimum Corner Side Yard of 3.0 metres
- A minimum Rear Yard of 1.50 metres

Notwithstanding the provisions of Section 3 above, the following minimum yards are permitted for Area F2 on Schedule “B”, forming part of this By-law:

- A minimum Corner Side Yard of 1.50 metres

Notwithstanding the provisions of Section 3 above, the following minimum yards are permitted for Area F3 on Schedule “B”, forming part of this By-law:

- A minimum Corner Side Yard of 0.4 metres
- A minimum Rear Yard of 5.7 metres

4. For the purposes of this By-Law, the following definitions shall apply:

Dwelling, Back-to-Back Townhouse: means a group of not less than four, but not more than ten single dwelling units divided vertically from each other by common side walls and common rear walls, each of which has a private independent entrance directly from the front yard.

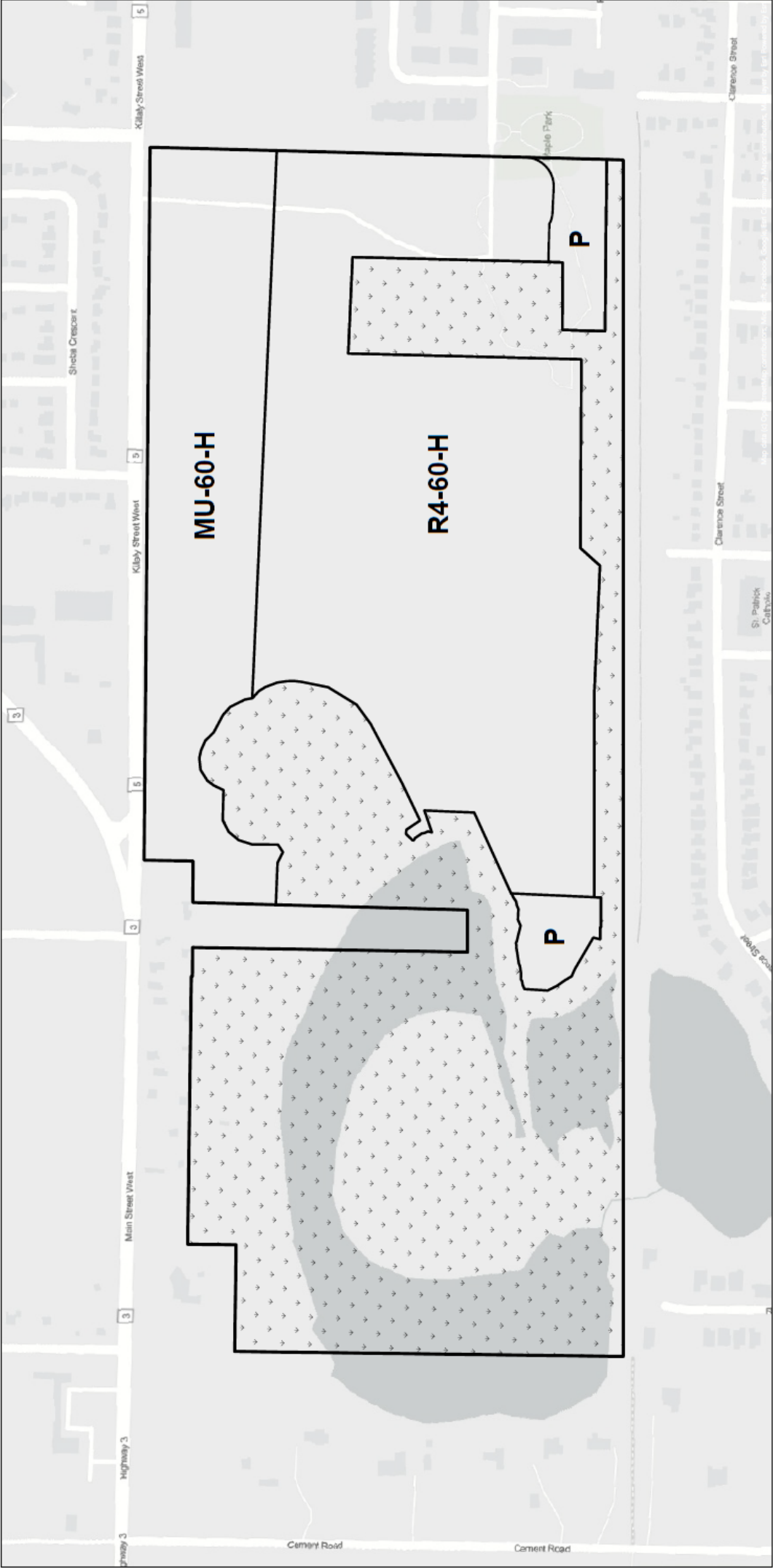
Dwelling, Rear Lane Townhouse: means a townhouse dwelling (street or block townhouse) that is not a stacked townhouse dwelling or back-to-back dwelling and where vehicular access to an attached garage is provided via a driveway crossing the rear lot line that is accessed from either a street or a lane.

5. The “H” symbol shall, upon application by the Landowner, be removed by City Council passing a By-law under Section 36 of the Planning Act. The following condition, if and as applicable, shall first be completed to the satisfaction of the City of Port Colborne:
 - a) That a Stormwater Management Plan and any associated environmental studies be prepared by a qualified professional and submitted for review and approval to the satisfaction of the City of Port Colborne, in consultation with the Niagara Peninsula Conservation Authority.
6. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the Planning Act.
7. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this By-law, in accordance with the Planning Act.

Enacted and passed this 25th day of November, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk



LEGEND

- MU-60-H Mixed-Use, Special Provision 60 with Holding Provision
- R4-60-H Fourth Density Residential, Special Provision 60 with Holding Provision
- P Public & Park Zone
- Environmental Protection

MAPLEVIEW SUBDIVISION
SCHEDULE 'A' OF ZONING BY-LAW AMENDMENT NO. 7410/101/25

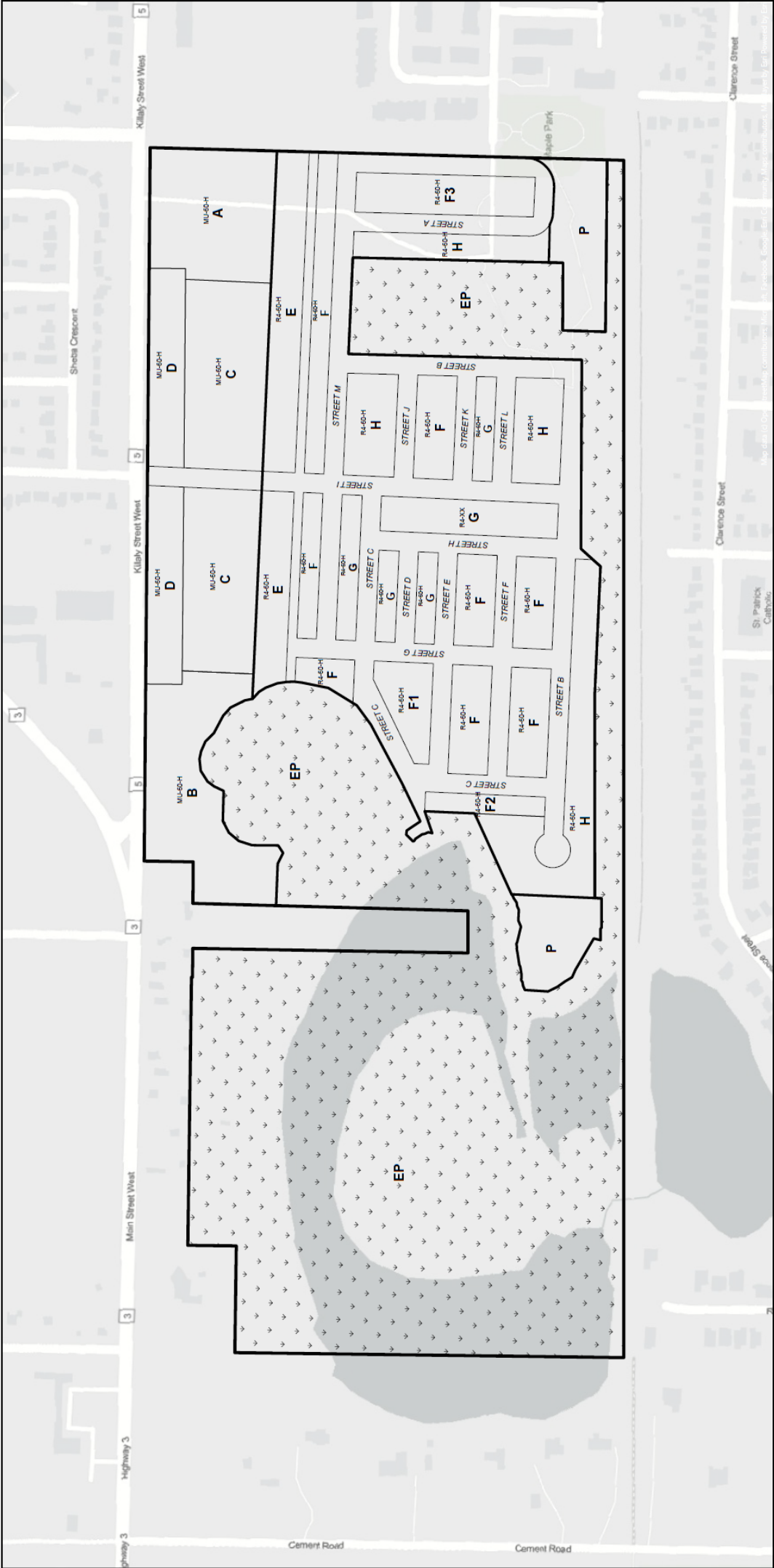
MAYOR: _____

CLERK: _____



PORT COLBORNE

SCHEDULE NOTES:
This map is for general illustration purposes only. For boundary interpretation please contact the City of Port Colborne Planning and Development Services Department.



LEGEND

MU-60-H Mixed-Use, Special Provision 60 with Holding Provision

R4-60-H Fourth Density Residential, Special Provision 60 with Holding Provision

P Public & Park Zone

Environmental Protection

Scale: 1:4000

SCHEDULE NOTES:
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MAPLEVUE SUBDIVISION KEY MAP

SCHEDULE 'B' OF ZONING BY-LAW AMENDMENT NO. 7410/101/25

MAYOR: _____

CLERK: _____

PORT COLBORNE

The Corporation of the City of Port Colborne

By-law No. 7408/99/25

**Being a By-law to Adopt Amendment No. 21 to the Official Plan for the
City of Port Colborne**

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area;

Therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) and 21 of the Planning Act, hereby enacts as follows:

1. That Official Plan Amendment No. 21 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached schedules and explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this 25th day of November, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

**AMENDMENT NO. 21
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

Mapleview Subdivision

Date: _____

**AMENDMENT NO. 21
TO THE
OFFICIAL PLAN
FOR THE
CITY OF PORT COLBORNE**

Mapleview Subdivision

This Amendment to the Official Plan for the City of Port Colborne, which has been adopted by the Council of the Corporation of the City of Port Colborne, is hereby approved in accordance with Sections 17 and 21 of the Planning Act R.S.O. 1990, c. P.13, as Amendment No. 21 to the Official Plan for the City of Port Colborne..

Date: _____

**AMENDMENT NO. 21
TO THE
OFFICIAL PLAN
FOR THE
CITY OF PORT COLBORNE**

Mapleview Subdivision

INDEX

The Statement of Components

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| Part A – | The Preamble
Purpose
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Basis |
| Part B – | The Amendment
Introductory Statement
Details of the Amendment
Implementation & Interpretation |
| Part C – | The Schedules |

PART A- THE PREAMBLE

Purpose

The purpose of Official Plan Amendment No. 21 is to re-designate the Subject Lands in the City of Port Colborne Official Plan to permit the development of a mixed-use residential community. The community will include single-detached dwellings, townhomes, and apartment buildings, supported by a public and private road network, an open space system, and the protection of identified environmental areas. The amendment will also establish site-specific permissions for increased maximum densities within the low, medium, and high-density residential designations within the Urban Residential designation of the Official Plan.

Location

This amendment applies to the lands legally described as Part of Lots 31, 32, 33 Concession 1 & Part of Road Allowance between Townships of Wainfleet & Humberstone, Part of Road Allowance between Lots 32 & 33, City of Port Colborne.

Basis

The Subject Lands are currently designated as Urban Residential, Rural, and Environmental Protection Area on Schedule A, City-Wide Land use of the City of Port Colborne Official Plan. An Official Plan Amendment is required to allow for the comprehensive redevelopment of the Subject Lands into a mixed-use residential community, supported by a public and private road network, parks and open space uses, and protected environmental areas. An Official Plan Amendment was submitted to amend the City of Port Colborne Official Plan to: (1) redesignate the lands planned for residential growth to a Site Specific Urban Residential designation, with an increased maximum permitted density and a reduction in the minimum non-residential uses; (2) designate the parks and open space uses within the Subject Lands to be dedicated to the City and protected for recreational uses, and; (3) designate the environmental features on the Subject Lands to ensure their long-term protection.

A Zoning By-law Amendment was submitted concurrently, to amend the zoning of the Subject Lands to be in conformity with the Official Plan designation of the Subject Lands.

PART B- THE AMENDMENT

All of this part of the document entitled PART “B” – “The Amendment” consisting of the following text and schedule, designated as Schedule “A” constitutes Amendment No. 21 to the Official Plan for the City of Port Colborne. The Official Plan for the Port Colborne Planning Area is hereby amended as follows:

Mapping Changes

The following changes are made to Schedule A- City Wide Land Use of the Official Plan for the Port Colborne Planning Area:

1. That the area designated as “Urban Residential” on Schedule A City-Wide Land Use of the Official Plan, be re-designated to “Urban Residential, Subject to Site-Specific Policy 3.2.6”, “Parks and Open Space” and “Environmental Protection Area” in accordance with Schedule A to Official Plan Amendment No. 21.
2. That the area designated as “Rural” and “Environmental Protection Area” on Schedule A City-Wide Land Use of the Official Plan, be re-designated to “Environmental Protection Area” in accordance with Schedule A to Official Plan Amendment No. 21.
3. That the area shown as “Urban Residential – Exception” on Schedule A to Official Plan Amendment No.21, shall be subject to the maximum permitted densities and minimum requirements for non-residential uses of Site-Specific Policy 3.2.6

The Official Plan for the Port Colborne Planning Area is hereby amended as follows:

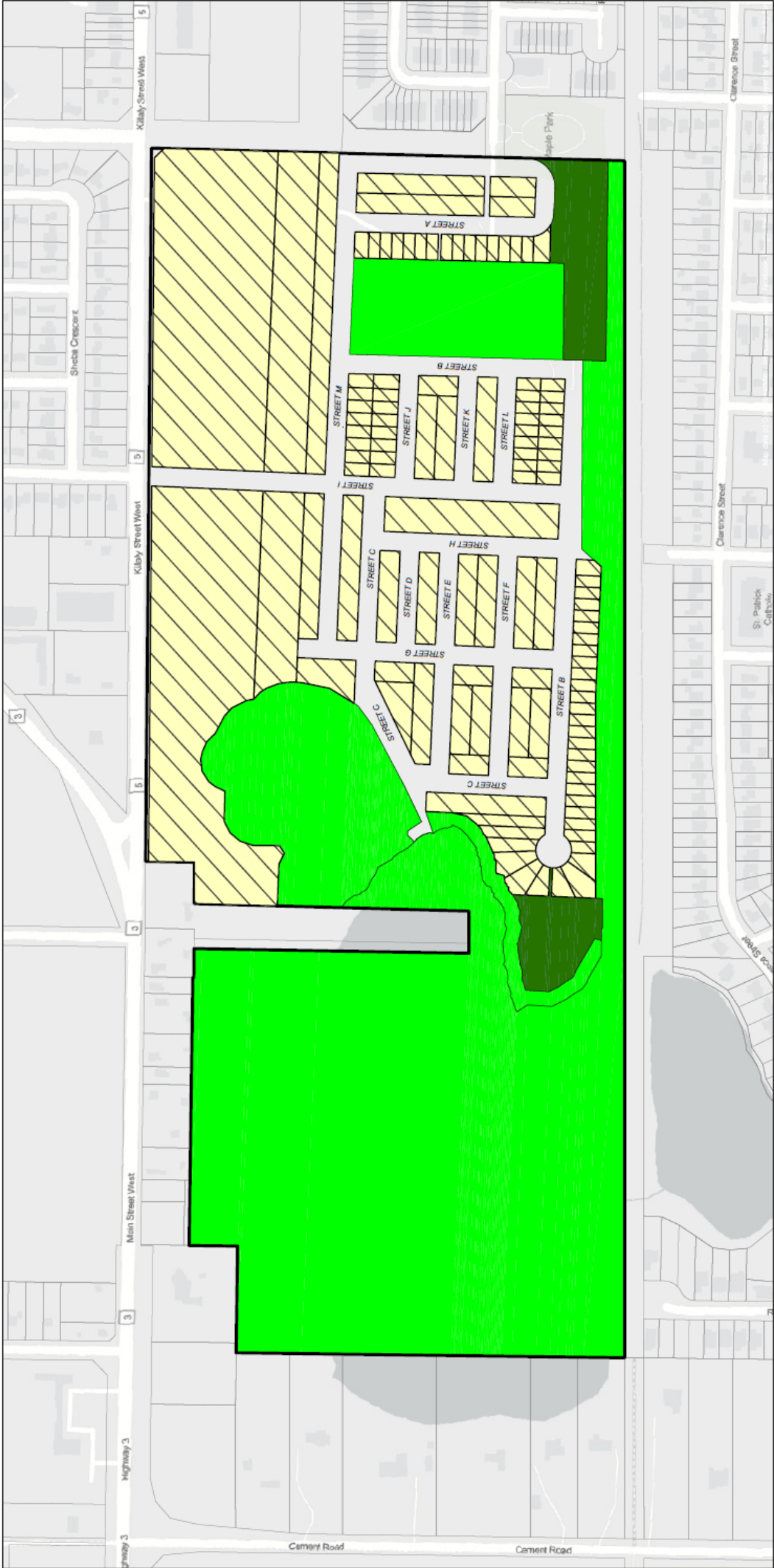
Text Changes

The following site-specific policy is added to Section 3.2.6 of the City of Port Colborne Official Plan:

1. *“Notwithstanding Section 3.2.1 (a(i)), (b(i)), and (c(i)) of the Official Plan for the City of Port Colborne, low density residential uses may be permitted to a maximum net density of 35 units per hectare, medium density residential uses may be permitted to a maximum density of 95 units per hectare, and high density residential uses may be permitted to a maximum density of 150 units per hectare.*
2. *Notwithstanding Section 3.2.1. (c(i)) of the Official Plan for the City of Port Colborne, stacked and back-to-back townhomes are also permitted in the high-density residential designation.*
3. *Notwithstanding Section 3.2.1 (d(ii)), the new residential development shall provide 85 square metres of neighborhood commercial uses for every 100 housing units of residential development.*

Implementation and Interpretation

The implementation and interpretation of this amendment shall be in accordance with the respective policies of the Port Colborne Official Plan and an amendment to the City Zoning By-law to implement these policies, as appropriate.



- LEGEND**
- Urban Residential, Special Policy 3.2.6
 - Environmental Protection Area
 - Parks & Open Space
 - Subject Lands

Scale: 1:4000


0 120 240 Meters

SCHEDULE NOTES:
This map is for informational purposes only. For boundary information please contact the City of Port Colborne Planning and Development Services Department.

MAPLEVIEW SUBDIVISION
SCHEDULE 'A' OF OFFICIAL PLAN AMENDMENT NO.21

MAYOR: _____

CLERK: _____

 **PORT COLBORNE**

The Corporation of the City of Port Colborne

By-law No. 7409/100/25

Being a by-law to amend Zoning By-law 6575/30/18, as amended, respecting the lands legally described as Part of Lots 31, 32 & 33, Concession 1 & Part of Road Allowance between Townships of Wainfleet & Humberstone & Part of Road Allowance Between Lots 32 & 33, in the City of Port Colborne, Regional Municipality of Niagara

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

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

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

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this By-law.
2. That the Zoning Map referenced as Schedule “A7” forming part of By-law 6575/30/18, as amended, is hereby further amended by rezoning the lands shown on Schedule “B” from Public and Park (P), Neighborhood Commercial Special Provision 27-H (NC-27-H), Second Density Residential Special Provision 28-H (R2-28-H), Third Density Residential Special Provision 29-H (R3-29-H), Fourth Density Residential Special Provision 30-H (R4-30-H), and Environmental Protection, to:
 - Mixed-Use, Special Provision 60- With a Holding Provision (MU-60-H)
 - Areas A-D
 - Fourth Density Residential, Special Provision 60- With a Holding Provision (R4-60-H)
 - Areas E-H
 - Public and Park Zone (P)
 - Environmental Protection (EP)
3. That Section 37.2 entitled “List of Special Provisions” of Zoning By-law 6575/30/18, as amended, is hereby further amended by adding the following:

Special Provision: MU-60-H

Notwithstanding the provisions of Section 21 of Zoning By-law 6575/30/18, the following provisions shall apply to lands zoned MU-60-H in accordance with Schedule A.

Permitted Uses	
a) Apartment Building; b) Mixed-Use Apartment Building; c) Dwelling, Rear-Lane Townhouse; d) Dwelling, Block Townhouse; e) Other permitted uses as listed within Section 21.2	
Zone Requirements- Mixed-Use Apartment Building (Area A)	
a) Minimum Building Frontage	15.0 metres
b) Minimum Lot Area	Not Applicable
c) Minimum Front Yard	5.50 metres to a public road
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e) Minimum Corner Side Yard	3.0 metres to a private sidewalk
f) Minimum Separation Distance between Apartment Buildings	14.0 metres
g) Maximum Height	32.0 metres (8 storeys)
h) Maximum Density	150 units per hectare
i) Minimum Non-Residential Uses	720 m ² per residential building
j) Minimum Residential Parking Spaces	1.10 parking space per residential unit, of which 0.10 parking spaces per residential unit are visitor parking spaces.
k) Minimum Non-Residential Parking Spaces	1 space per 30 m ² of commercial gross floor area
l) Minimum Accessible Parking Spaces	2% of required parking spaces
m) Minimum Standard Parking Space Dimensions	2.6 metres x 5.2 metres
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o) Minimum Non-Residential Bicycle Parking Spaces	1 space per 1000 m ² of commercial gross floor area
p) Minimum Landscaped Open Space within a Parking Area of 100 Spaces or More	10%
q) Notwithstanding Provision 3.10(a), loading spaces shall be permitted to be located within a required yard that abuts a residential zone.	
r) Setback calculations shall be taken from a private road and/or sidewalk.	
Zone Requirements- Residential Apartment Building (Area B)	
a) Minimum Lot Frontage	18 metres
b) Minimum Lot Area	Not Applicable
c) Minimum Front Yard	4.90 metres
d) Minimum Lot Area Per Residential Unit	38 m ²
e) Minimum Rear Yard	1.50 metres to a private road
f) Minimum Corner Side Yard	3.50 metres to a private sidewalk
g) Minimum Separation Distance Between Apartment Buildings	22.0 metres
h) Maximum Lot Coverage	Not Applicable
i) Maximum Height	32.0 metres (8 storeys)
j) Maximum Density	150 units per hectare
k) Minimum Residential Parking Spaces	1.10 parking space per residential unit of which 0.10 parking spaces per residential unit are visitor parking spaces.
l) Minimum Accessible Parking Spaces	2% of required parking spaces
m) Minimum Standard Parking Space Dimensions	2.6 metres x 5.2 metres
n) Minimum Bicycle Parking Spaces	6 spaces + 1 space for every additional 10 units, above 20 residential units
o) Minimum Landscaped Area	25% per area
p) Minimum Landscaped Open Space within a Parking Area of 100 Spaces or More	10%
q) Minimum Landscaped Buffer between the Edge of a	3.0 metres

Parking Aea of More Than 100 spaces, and Lot Line not Abutting a Public Road	
r) Notwithstanding Provision 3.10(a), loading spaces shall be permitted to be located within a required yard that abuts a residential zone.	
s) Setback calculations shall be taken from a private road and/or sidewalk.	
Zone Requirements- Dwelling, Block Townhouse (Area C)	
a) Minimum Unit Width	6.0 metres
b) Minimum Unit Depth	16.0 metres
c) Minimum Front Yard	9.30 metres to a private road 4.10 metres to a parking area
d) Minimum Corner Side Yard	3.10 metres to a private road 2.20 metres to a parking area
e) Minimum Rear Yard	9.70 metres to a private road
f) Minimum Rear Yard Separation Distance Between Residential Units	11.0 metres
g) Maximum Height	14.0 metres
h) Maximum Density	150 units per hectare
i) Minimum Residential Parking Spaces	1.0 parking spaces per unit
j) Minimum Standard Parking Space Dimensions	2.6 metres x 5.2 metres
k) Minimum Landscaped Area	25% per area
l) Minimum Landscape Buffer abutting Residential Zone	3.0 metres
m) Minimum width of a pedestrian sidewalk between a surface parking area and a Front Yard	1.50 metres
n) Common walls shall be centered on the common lot line	
o) There is no minimum interior side yard and/or rear yard for common walls.	
p) Setback calculations shall be taken from a private road and/or parking area.	
q) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Rear Lane Townhouse (Area D)	
a) Minimum Unit Width	4.80 metres
b) Minimum Unit Depth	13.0 metres
c) Minimum Front Yard	6.90 metres
d) Minimum Corner Side Yard	1.20 metres to a private sidewalk 4.50 metres to a public road
e) Minimum Separation Distance Between Residential Units	3.0 metres
f) Minimum Rear Yard	9.90 metres to a private road
g) Maximum Height	14.0 metres
h) Maximum Density	150 UPH
i) Minimum Residential Parking Spaces	1 space per residential unit
j) Minimum Standard Parking Space Dimensions, Obstructed on One Side	3.0 metres x 5.2 metres
k) Minimum Landscaped Area	15% per unit
l) Common walls shall be centered on the common lot line	
m) Minimum interior side yard and/or rear yard shall not apply for common walls.	
n) Setback calculations shall be taken from a private road and/or private sidewalk.	
o) Minimum Unit Areas shall not apply.	

Special Provision: Fourth Density Residential R4-60-H

Notwithstanding the provisions of Section 8 of Zoning By-law 6575/30/18, the following provisions shall apply to lands zoned R4-60-H in accordance with Schedule A:

Permitted Uses	
a) Dwelling, Detached b) Dwelling, Block Townhouse c) Dwelling, Street Townhouse d) Dwelling, Back-to-Back Townhouse e) Other permitted uses as listed within Section 8.2	
Zone Requirements- Dwelling, Block Townhouse (Area E)	
a) Minimum Unit Width	6.0 metres
b) Minimum Unit Depth	16.0 metres
c) Minimum Front Yard	9.30 metres where abutting a private road 4.0 metres where abutting a parking area
d) Minimum Corner/Flankage Side Yard	2.90 metres where abutting a public road
e) Minimum Rear Yard	5.0 metres abutting a private road 4.0 metres where abutting a private sidewalk
f) Minimum Separation Distance Between Townhouse Units	3.0 metres
g) Maximum Height	14.0 metres
h) Maximum Density	150 units per hectare
i) Minimum Residential Parking Spaces	1 parking space per unit
j) Minimum Accessible Parking Spaces	2% of required parking spaces
k) Minimum Dimensions of Standard Parking Space	2.6 metres x 5.2 metres
l) Minimum Landscaped Area	25% per unit
m) Minimum Width of a Pedestrian Sidewalk	1.50 metres
n) Common walls shall be centered on the common lot line.	
o) Minimum interior side yard and/or rear yard shall not apply for common walls.	
p) Setback calculations shall be taken from a private road and/or private sidewalk.	
q) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Street Townhouse (Area F)	
a) Minimum Unit Width	4.80 metres
b) Minimum Unit Depth	11.50 metres
c) Minimum Front Yard	2.20 metres
d) Minimum Interior Side Yard	1.50 metres
e) Minimum Corner Side Yard	3.50 metres
f) Minimum Rear Yard	6.0 metres
g) Maximum Height	15.0 metres
h) Maximum Density	95 units per hectare
i) Minimum Landscaped Area	25% per unit
j) Minimum Parking Spaces	1 parking space per residential unit
k) Minimum Standard Parking Space Dimensions, Obstructed on One Side	3.0 metres x 5.2 metres
l) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Back-to-Back Townhouse (Area G)	
a) Minimum Unit Width	6.0 metres
b) Minimum Unit Depth	8.50 metres

c) Minimum Front Yard	1.80 metres
d) Minimum Interior Side Yard	1.50 metres
e) Minimum Corner Side Yard	5.20 metres
f) Minimum Rear Yard	0.0 metres
g) Maximum Height	14.0 metres
h) Maximum Density	150 units per hectare
i) Minimum Landscaped Area	10% per area
j) Minimum Parking Spaces	1 parking space per residential unit
k) Minimum Standard Parking Space Dimensions, Obstructed on One Side	3.0 metres x 5.2 metres
l) Common walls shall be centered on the common lot line.	
m) There is no minimum interior side yard and/or rear yard for common walls.	
n) Minimum Unit Areas shall not apply.	
Zone Requirements- Dwelling, Detached (Area H)	
a) Minimum Lot Frontage	9.50 metres
b) Minimum Lot Frontage- Corner Lot	12.50 metres
c) Minimum Lot Area	300 m ²
d) Maximum Height	11.0 metres
e) Maximum Density	35 units per hectare
f) Minimum Landscaped Area	25% per unit

Notwithstanding the provisions of Section 3 above, the following minimum yards are permitted for Area F1 on Schedule “B”, forming part of this By-law:

- A minimum Interior Side Yard of 0.9 metres
- A minimum Corner Side Yard of 3.0 metres
- A minimum Rear Yard of 1.50 metres

Notwithstanding the provisions of Section 3 above, the following minimum yards are permitted for Area F2 on Schedule “B”, forming part of this By-law:

- A minimum Corner Side Yard of 1.50 metres

Notwithstanding the provisions of Section 3 above, the following minimum yards are permitted for Area F3 on Schedule “B”, forming part of this By-law:

- A minimum Corner Side Yard of 0.4 metres
- A minimum Rear Yard of 5.7 metres

4. For the purposes of this By-Law, the following definitions shall apply:

Dwelling, Back-to-Back Townhouse: means a group of not less than four, but not more than ten single dwelling units divided vertically from each other by common side walls and common rear walls, each of which has a private independent entrance directly from the front yard.

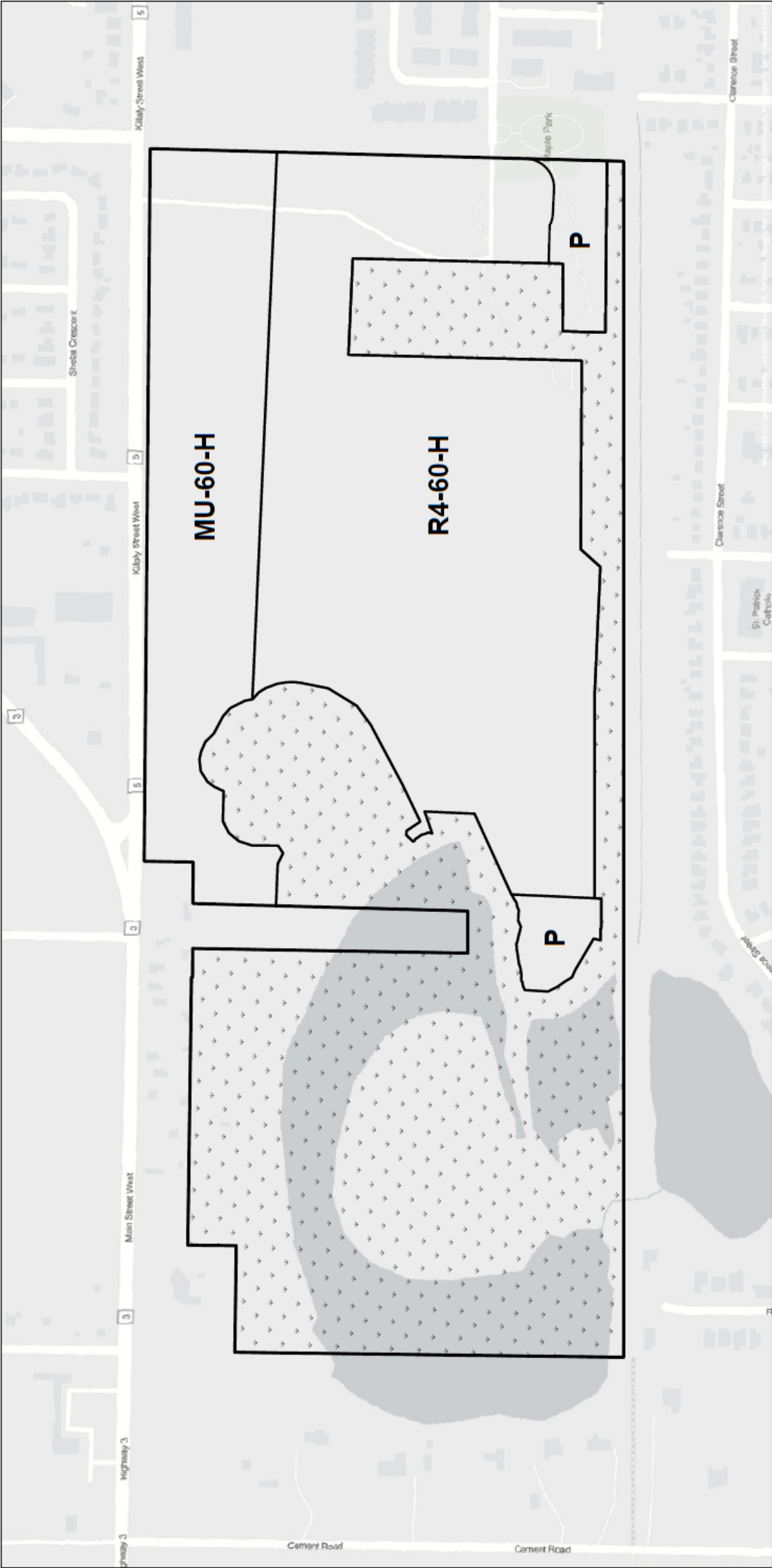
Dwelling, Rear Lane Townhouse: means a townhouse dwelling (street or block townhouse) that is not a stacked townhouse dwelling or back-to-back dwelling and where vehicular access to an attached garage is provided via a driveway crossing the rear lot line that is accessed from either a street or a lane.

5. The “H” symbol shall, upon application by the Landowner, be removed by City Council passing a By-law under Section 36 of the Planning Act. The following condition, if and as applicable, shall first be completed to the satisfaction of the City of Port Colborne:
 - a) That a Stormwater Management Plan and any associated environmental studies be prepared by a qualified professional and submitted for review and approval to the satisfaction of the City of Port Colborne, in consultation with the Niagara Peninsula Conservation Authority.
6. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the Planning Act.
7. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this By-law, in accordance with the Planning Act.

Enacted and passed this 25th day of November, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk



LEGEND

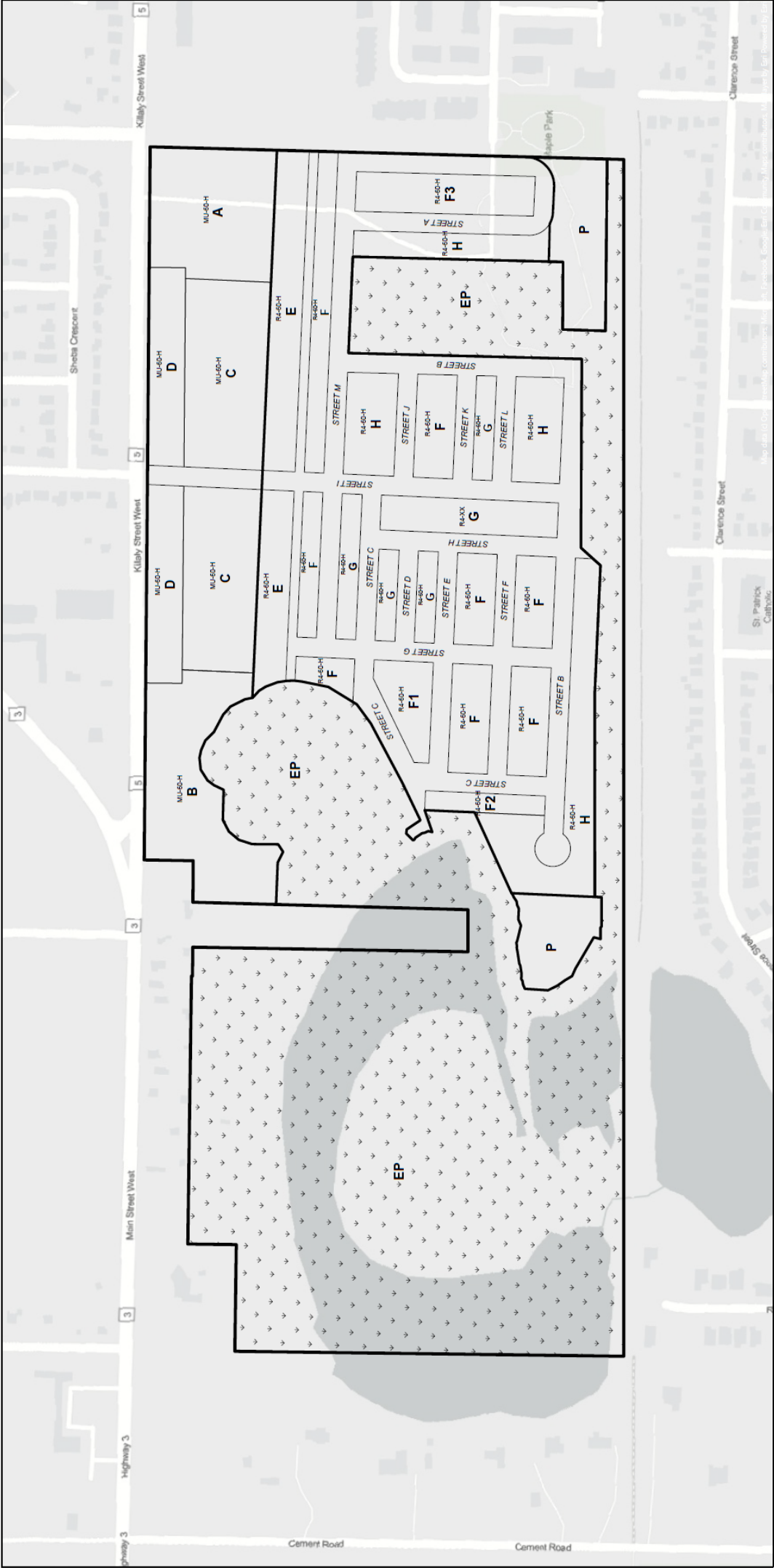
- MU-60-H Mixed-Use, Special Provision 60 with Holding Provision
- R4-60-H Fourth Density Residential, Special Provision 60 with Holding Provision
- P Public & Park Zone
- Environmental Protection

SCHEDULE NOTES:
This map is for general illustration purposes only. For boundary interpretation please contact the City of Port Colborne Planning and Development Services Department.

MAPVIEW SUBDIVISION
SCHEDULE 'A' OF ZONING BY-LAW AMENDMENT NO. 7410/101/25

MAYOR: _____
CLERK: _____





LEGEND

MU-60-H

Mixed-Use, Special Provision 60 with Holding Provision

R4-60-H

Fourth Density Residential, Special Provision 60 with Holding Provision

P

Public & Park Zone

Environmental Protection

Scale: 1:4000

0

120

240

Meters

SCHEDULE NOTES:

This map is for general illustration purposes only. For boundary interpretation please contact the City of Port Colborne Planning and Development Services Department

MAPLEVIEW SUBDIVISION KEY MAP

SCHEDULE 'B' OF ZONING BY-LAW AMENDMENT NO. 7410/101/25

MAYOR:

CLERK:

PORT COLBORNE

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The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with Vergel Group Development Inc. Development Inc. Regarding the Comprehensive CIP East Waterfront CIPA Property Tax Increment Grant for 80 Nickel Street

Whereas at its meeting of November 25th, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Report 2025-64, Subject: Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Steet

Whereas Council is desirous of entering into an agreement with Vergel Group Development Inc., for the purposes of a Comprehensive CIP Downtown CIPA Property Tax Increment Grant; and

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

1. That the Corporation of the City of Port Colborne enters into an agreement with Vergel Group, for the purposes of a Comprehensive CIPA East Waterfront CIPA Property Tax Increment Grant;
2. That the Mayor, the City Clerk be and are hereby authorized to execute any documents that may be required for the purpose of carrying out the intent of this by-law and the City Clerk is dully authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of November 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

TAX INCREMENT GRANT AGREEMENT

BY AND BETWEEN:

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

and

80 Nickel Street, Vergel Group Developments Inc. (hereinafter referred to as the “Applicant”)

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

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

NOW THEREFORE IN CONSIDERATION of the City making this Grant in the estimated maximum amount of \$53,861.19 annually for up to ten (10) years to the Applicant, the Applicant and the City hereby agree as follows:

1. INFORMATION ON SUBJECT LANDS

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

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

2. GRANT ELIGIBILITY

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

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

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

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

TAX INCREMENT GRANT AGREEMENT

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

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

3. GRANT CALCULATION

3.1 Definitions:

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

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

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

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

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

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

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

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

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

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

TAX INCREMENT GRANT AGREEMENT

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

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

3.3 Grant payments will cease on the earlier of:

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

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

Estimated Cost of Project \$5,000,000.00 - \$6,000,000.00

Pre-project AV: \$101,500.00

Date: 11/12/2025

Estimated Post-project AV \$6,000,000.00

Actual Post-project AV

(provided by MPAC): \$ _____

Date: _____

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

- a) Municipal Pre-Project Property Taxes

TAX INCREMENT GRANT AGREEMENT

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

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

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

Municipal Pre-project property taxes: \$2,043.00

Date: 11/12/2025

b) Estimated Municipal Post-Project Property Taxes

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

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

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

Estimated Municipal Post-project property taxes: \$120,729.00

c) Actual Municipal Post-Project Property Taxes

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

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

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

Actual Municipal Post-project property taxes: \$_____

Calculation of Estimated Annual Grant

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

Calculation of Actual Annual Grant

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

TAX INCREMENT GRANT AGREEMENT

- 3.5 The total value of the sum of the annual Grant payments that may be provided under this grant Program shall not exceed the total eligible costs that have been accepted by the City, which costs are estimated, as of the date of this agreement, at \$53,861.19.
- 3.6 Where the actual eligible costs are, in the opinion of the City, less than the estimated eligible costs (\$53,861.19), the maximum permitted amount of the total annual Grant payments shall be reduced.
- 3.7 Where at any time after the original development of the subject lands, new construction is added to the subject lands that is not part of the original Program Application, the Grant payment will be calculated only in respect of the original development contained in the original application, based on the property taxes levied in the last year before revaluation by MPAC as a result of the new construction added to the subject lands.
- 3.8 The annual Grant payment shall be calculated by the City based upon, and provided the City is satisfied in its discretion that:
- a) Development of the subject lands was completed and took place in accordance with the proposed development as specified in the Program Application, supporting documentation, and this Agreement;
 - b) There was and remains during each year of the Grant payment, an increase in net municipal property taxes as a result of an increase in the assessed value attributable to the completion of the development;
 - c) Annual Grant payments after the first Grant payment are adjusted downwards in the event the property tax increase in any subsequent year has been reduced.
- 3.9 The estimated annual Grant calculated as set out above in this Agreement is based on preliminary estimates of post-project assessed value and post-project tax rates. Accordingly, the amount of the Grant payment shall be re-calculated by the City based on actual assessed value as determined by MPAC and actual post-project tax rates prior to payment of the Grant.

4. GRANT PAYMENT

- 4.1 Payment of the grant is subject to the City's review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to: documentation of the estimated and actual eligible costs. Any and all of these costs may be, where required by the City, subject to verification, third party review or independent audit, at the expense of the Applicant.
- 4.2 The Applicant shall not be entitled to a grant unless and until they have met all the conditions of this Agreement to the satisfaction of the City. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

TAX INCREMENT GRANT AGREEMENT

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

TAX INCREMENT GRANT AGREEMENT

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

5. CORPORATE STATUS

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

TAX INCREMENT GRANT AGREEMENT

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

TAX INCREMENT GRANT AGREEMENT

6. PROVISIONS RELATING TO THE APPLICANT

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

TAX INCREMENT GRANT AGREEMENT

Site Condition (RSC) by the Ministry of Environment, Conservation and Parks (MOECP) for the subject lands.

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

TAX INCREMENT GRANT AGREEMENT

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

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

6.22 The Applicant shall indemnify and save harmless from time to time and at all times, the City, its officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:

- a) The City entering into this Agreement; and,
- b) Any failure by the Applicant to fulfil its obligations under this Agreement.

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement, or satisfactory completion of the eligible works approved under this Agreement.

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

7. PROVISIONS RELATING TO THE CITY

7.1 The City agrees to provide a Grant to the Applicant to be paid out over a maximum of 10 years, to be used towards the eligible costs on the subject lands, subject to and in accordance with the terms and conditions set out in this Agreement, provided that the total of such Grants shall not exceed the total actual eligible costs accepted and designated by the City, estimated as of the date of this agreement, in the amount of \$53,861.19.

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

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

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

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

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- 7.5 The City, its employees and agents are entitled to inspect the subject lands and all fixtures and improvements upon the subject lands at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.
- 7.6 If the Applicant cannot be reached over a protracted period (more than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future Grant payments to the Applicant.
- 7.7 If in the opinion of the City the subject lands are not maintained in their rehabilitated condition, the City may at its own discretion, terminate all future Grant payments and require repayment of all Grant payments already paid out by the City to the Applicant.
- 7.8 The City retains the right at all times not to make any or all Grant payments or to delay payment where the City deems that there is non-compliance by the Applicant with this Agreement. In particular, without limiting the generality of the foregoing, the Grant is conditional upon periodic reviews satisfactory to the City to there being no adverse change in the rehabilitation and condition of the subject lands, and to there being compliance on the part of the Applicant with all requirements contained in this Agreement.
- 7.9 Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

8. DEFAULT AND REMEDIES

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

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- d) The Applicant sells, transfers or otherwise disposes of the property without advising the City;
 - e) The building for which a Grant was provided is demolished or designated heritage features of that building are altered during the term of the Grant;
 - f) The building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
 - g) The Applicant is in property tax arrears with respect to the property for more than one (1) year;
 - h) Any representation or warranty made by the Applicant is incorrect in any material respect;
 - i) Failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the City;
 - j) The Applicant makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Applicant, or if the Applicant is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - k) Construction ceases for a period of 60 days due to the Applicant's default (strikes and Acts of God excepted) and/or the Applicant abandons the property or project;
 - l) The Applicant is in default of the terms and conditions of the construction financing secured by the first mortgage;
 - m) This Agreement is forfeited or is terminated by any other provision contained in it.
- 8.3 The City may, at its sole discretion, provide the Applicant with an opportunity to remedy any default.

9. ADDITIONAL PROVISIONS

- 9.1 This Agreement shall remain in effect from the date of its execution to the earlier of:
- a) The Applicant informing the City in writing prior to the initial Grant payment, that the Applicant has decided not to accept the Grant;
 - b) The City informs the Applicant in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is at an end;

TAX INCREMENT GRANT AGREEMENT

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

10. NOTICES

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

Such notice shall be deemed to have been given:

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

Notice shall be given:

To the Applicant at:

Vergel Group Developments Inc.
7181 Woodbine Avenue Unit #238
Markham ON, L3R 1A3
Telephone No: 1-811-476-5570/1-813-255-0424
E-mail: carlosquajardo@inversionesvergel.com / msalazar@inversionesvergel.com

To the City at:

City of Port Colborne
66 Charlotte Street
Port Colborne Ontario, L3K 3C8
Attention: Bram Cotton, Economic Development Officer
Ph: 905-228-8063
Fax: 905-835-2939
Email: cipapplication@portcolborne.ca

TAX INCREMENT GRANT AGREEMENT

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

Signed for and on behalf of (insert Applicant Name) by:

Per: _____

Name: Carlos Guajardo

Title: Authorized Signing Officer

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

Per: _____

Name: William Steele

Title: Mayor (or designate)

Per: _____

Name: Charlotte Madden

Title: City Clerk

TAX INCREMENT GRANT AGREEMENT

SCHEDULE "A"

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

Legal Description of Applicant's land

PLAN 857 LOTS 22 23 PT LOT 24 and PLAN 857 LOTS 20 AND 21; City of Port Colborne

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SCHEDULE "B"

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

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

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

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to Adopt, Ratify and Confirm the proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of November 25, 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 November 25, 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 25th day of November, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk