

**City of Port Colborne
Council Meeting Agenda**

Date: Tuesday, December 9, 2025
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Pages

1. Call to Order

2. National Anthem

3. Land Acknowledgement

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

4. Adoption of Agenda

5. Disclosures of Interest

6. Proclamations

7. Presentations

7.1 Holiday Choir Performance

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

8. Delegations

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

9. Mayor's Report

10. 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. | Regular Council Meeting - November 25, 2025 | 1 |
| b. | Public Meeting - December 2, 2025 | 16 |

11.2 Receipt of Minutes of Boards & Committees

- | | | |
|----|--|----|
| a. | Port Colborne Downtown Business Improvement Area - February 21, 2024 | 20 |
| b. | Environmental Advisory Committee - September 10, 2025 | 24 |
| c. | Port Colborne Public Library Board - October 1, 2025 | 29 |
| d. | Port Colborne Museum, Heritage and Culture Board - October 21, 2025 | 32 |

11.3 Staff Reports

- | | | |
|----|--|----|
| a. | Code of Conduct for Human Trafficking Prevention in the Niagara Region, 2025-236 | 38 |
| b. | Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Steet, 2025-241 | 67 |

c.	Request for Draft Plan of Subdivision Extension- Rosedale Estates Subdivision, 2025-235	93
d.	Canada Housing Infrastructure Fund – Contribution Agreement, 2025-240	133

11.4 Receipt of Correspondence Items

a.	Niagara Peninsula Conservation - Federal Program Changes - 2 Billion Trees	170
b.	City of Brantford - Professional Activity Day on Municipal Election Day - School Boards	175
c.	Town of Goderich and Town of Parry Sound - Endorsement of Accessible and Effective Alcohol Container Return System in Ontario	178
d.	City of Windsor - Bill 68 and Conservation Authorities Act	189
e.	City of Welland - Letter to Mayors, A Call to Action: Standing Together for Justice and the Protection of Canada's Children	194

12. Items Requiring Separate Discussion

13. Staff Remarks

14. Councillors' Remarks

15. Motions

16. Notice of Motions

17. Procedural Motions

18. By-laws

18.1	By-law No. 7413/104/25	196
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Being a By-law to Authorize Entering into an Agreement with Vergel Group Developments Inc. Regarding the Comprehensive CIP East Waterfront CIPA Property Tax Increment Grant for 80 Nickel Street

18.2	By-law No. 7414/105/25	216
	Being a By-law to Authorize Entering into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, for the Canada Housing Infrastructure Fund	
18.3	By-law No. 7415/106/25	249
	Being a By-Law to Amend By-Law No. 89-2000, as amended, Being a By-Law regulating Parking and Traffic on City Roads (Parking Prohibitions)	
18.4	By-law No. 7416/107/25	250
	By-law to Adopt, Ratify, and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne	

19. Adjournment

City of Port Colborne Council Meeting Minutes

Date: Tuesday, November 25, 2025
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

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

Member(s) Absent: M. Bagu, Councillor

Staff Present: E. Acs, Chief Planner
B. Boles, Chief Administrative Officer
S. Double, Fire Chief
G. Long, Director of Development and Government Relations
C. Madden, City Clerk
S. Powell-Baswick, Director of Museum & Culture
S. Shypowskyj, Director of Public Works

1. Call to Order

Mayor Steele called the meeting to order at 6:30 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 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

There were two additions to the agenda:

- a presentation was attached to the delegation of Aaron Butler; and
- a written delegation was submitted by Maureen and Ken Anthes regarding item 12.2.

C-25- 235

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beauregard

That the agenda dated November 25, 2025, be confirmed, as amended.

Carried

5. Disclosures of Interest

Councillor Beauregard indicated that he has a conflict on item 18.1 a. Confidential Development and Government Relations - Land Negotiations, Report 2025-206.

6. Proclamations

There were no proclamations.

7. Presentations

There were no presentations.

8. Delegations

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

Aaron Butler delegated on item 12.2 on the agenda.

8.2 Maureen and Ken Anthes - Third Avenue

Maureen and Ken Anthes provided a written delegation regarding item 12.2 on the agenda.

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

C-25- 236

Moved by Councillor G. Bruno

Seconded by Councillor D. Elliott

That Council hereby approves the listed consent items on the November 25, 2025 Council agenda; and

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

Carried

11.1 Approval of Minutes

a. **Statutory Public Meeting - November 12, 2025**

b. **Regular Council Meeting - November 12, 2025**

11.2 Receipt of Minutes of Boards & Committees

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

11.3 Staff Reports

a. **2026 Council Meeting Dates, 2025-233**

11.4 Receipt of Correspondence Items

a. **City of Niagara Falls - Water Safety**

b. **Niagara Peninsula Conservation - Federal Program Changes - 2 Billion Trees**

c. **Niagara Peninsula Conservation - Board of Directors' 2026 Meeting Schedule**

12. Items Requiring Separate Discussion

12.1 L. R. Wilson Heritage Research Archives Expansion, 2025-231

C-25- 238

Moved by Councillor F. Danch

Seconded by Councillor T. Hoyle

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.

Carried

12.2 Recommendation Report for Official Plan and Zoning By-law Amendments for Mapleview Subdivision- Files D09-02-24 and D14-03-24, 2025-234

C-25- 239

Moved by Councillor R. Bodner

Seconded by Councillor M. Aquilina

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.

Carried

12.3 Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Steet, 2025-64

C-25- 237

Moved by Councillor T. Hoyle

Seconded by Councillor E. Beauregard

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; and

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.

Amendment:

Moved by Councillor D. Elliott

Seconded by Councillor F. Danch

That Development and Government Relations Report 2025-64 be referred back to the Economic Development Officer to revise the Tax Increment Grant program to align with the Niagara Region's program and bring a report forward to Council on December 9, 2025 with the revised agreement.

Carried

13. Staff Remarks

Steve Shypowskyj, Director of Public Works, noted the Lakeshore West bridge project is planned to have asphalt installed this week. He said the Public Works team is looking forward to discussing the Water, Wastewater and Stormwater master plans at the open house on Dec. 3. He discussed temporary lines being removed and the return to normal service in a variety of local water line projects.

Gary Long, Director of Development and Government Relations, noted a City-owned building at 725 King Street has been demolished. He said the parcel of land is part of a larger parcel that will be used for an affordable housing development in partnership with Niagara Regional Housing. He said a project

manager has been retained and advocacy continues to secure construction financing.

Erik Acs, Chief Planner, noted there is a lot of excitement in the community about the recently announced childcare development.

Stephanie Powell-Baswick, Director of Museum and Culture, thanked Council for attending the Roselawn Christmas Market. She also discussed the Community Curator Project, which was funded by the federal government and invited members of the community to create an exhibit with objects from the Museum's archives.

Bryan Boles, Chief Administrative Officer, commended the Director of Museum and Culture's presentation skills. He discussed presenting on the City's childcare partnership with the YMCA at the Parks and Rec Ontario conference. He discussed the possibility of further partnering with school boards to open up local facilities. He discussed a move of some City staff to the first floor of City Hall to make it easier for them to meet with members of the public. He asked Council to share any property standard issues they are aware of. He said a rapid-response team is being put together to process the influx of short-term rental applications.

Stan Double, Fire Chief, advised Council that Port Colborne Fire and Emergency Services is watching a weather pattern that will bring high winds to the area.

14. Councillors' Remarks

Councillor Hoyle asked about an increase in local truck traffic on Fares Street due to construction-related detours.

Councillor Danch shared a complaint about a new tenant on Neff Street related to garbage accumulation.

Councillor Elliott asked about clarification related to reporting property standard issues.

Councillor Bruno shared an update from Ward 3's open house meeting, where 50 people attended. He said the meeting updated attendees on local developments and other projects going on in the city. He asked if there was a place on the City's website where the status of development projects could be updated.

Councillor Aquilina thanked staff for responding to her emails throughout the last several weeks. She shared an update about a stop sign being enhanced on

Miller Road. She also discussed attending the Roselawn Christmas Makers Market.

15. Motions

There were no motions.

16. Notice of Motions

There were no notices of motions.

17. By-laws

C-25- 240

Moved by Councillor D. Elliott

Seconded by Councillor G. Bruno

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

- By-law No. 7408/99/25
- By-law No. 7409/100/25
- By-law No. 7410/101/25

Carried

17.1 By-law No. 7408/99/25

17.2 By-law No. 7409/100/25

17.3 By-law No. 7410/101/25

18. Closed Session

C-25- 241

Moved by Councillor F. Danch

Seconded by Councillor T. Hoyle

That Council do now proceed to meet in Closed Session at 8:17 p.m. under:

- The Municipal Act, 2001, 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.

Carried

18.1 Staff Reports

- a. Confidential Development and Government Relations - Land Negotiations, Report 2025-206**

19. Back to Open Session

C-25- 242

Moved by Councillor F. Danch

Seconded by Councillor E. Beauregard

That Council rise and reconvene from Closed Session at 8:32 p.m. with report:

18.1 a. That Confidential Development and Government Relations Department Report 2025-206 be received; and

That staff follow the direction provided in Closed Session.

Carried

20. Procedural Motions

There were no procedural motions.

21. Confirmatory By-law

21.1 By-law No. 7411/102/25

C-25- 243

Moved by Councillor G. Bruno

Seconded by Councillor F. Danch

That By-law No.7411/102/25 be enacted and passed, as presented.

Carried

22. Adjournment

Mayor Steele adjourned the meeting at 8:32 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk



PORT COLBORNE

MAYOR'S REPORT TO COUNCIL

TUESDAY, NOVEMBER 25, 2025

CITY OF PORT COLBORNE, NIAGARA REGION AND YMCA OF NIAGARA COLLABORATING ON NEW CHILD CARE CENTRE

The City of Port Colborne, in partnership with Niagara Region and the YMCA of Niagara, invited members of the media and community to attend a groundbreaking ceremony held earlier today, marking the start of construction for the new licensed child care facility at 76 Main Street West.

Approved by City Council on November 12, 2025, the project represents a major investment in expanding access to affordable, high-quality child care for local families. Funded through federal and provincial governments' investments in the Canada-Wide Early Learning and Child Care program and aligned with Niagara Region's Early Learning and Child Care Direct Growth Plan, and operated by the YMCA of Niagara, the new facility will transform the former Port Colborne Visitor Information Centre into a modern, inclusive, and welcoming child care space.

2025 POLLUTION PREVENTION CONTROL PLAN

- Water and Stormwater Master Servicing Plan (WSMSP) Update (with Agile Infrastructure) – The purpose of this study is to establish an overall management strategy and vision for meeting short and long-term water and stormwater infrastructure needs in the City of Port Colborne through to the year 2051 and beyond.

While the studies are being undertaken independently, there are common elements between each study. As such, the City is planning a Joint Public Information Centre (PIC) to present information on the Master Plan studies. The objectives of the PIC are to present preliminary evaluation results and receive input and feedback on each Study's proposed strategies.

Each study will:

- Identify the problem to be solved through review of the existing conditions and performance of the current systems, and consideration of the impacts of population growth on these systems.
- Identify and assess strategies for meeting existing and future servicing needs.
- Establish overall management strategies to inform future policies, practices and capital planning decisions.

The City of Port Colborne is hosting a Joint Public Information Centre (PIC) to present background and preliminary results of the 2025 PPCP and the WSMSP Update. Consultation is an integral part of the EA Master Plan process, and members of the public, agencies, and other interested persons are encouraged to participate in the upcoming PIC:

Date: Wednesday, December 3, 2025

Time: 3:00 P.M. to 7:00 P.M

Location: Vale Health & Wellness Centre, 550 Elizabeth Street, Port Colborne - Golden Puck Room

The PIC will provide you with an opportunity to hear project updates, provide input, and ask questions. Representatives from the City and their consultants will be available to discuss project information and respond to questions.

UPCOMING HOLIDAY EVENTS

The holidays are just around the corner, and the City of Port Colborne has a flurry of events planned along with opportunities to support neighbours in need.

- The City of Port Colborne will once again be hosting the All Hands on Deck Holiday Drive. Running until Wednesday, Dec. 17, the initiative will collect new unwrapped toys or books and non-perishable food for Port Cares, new and used clean coats and new mittens for Birchway Niagara, and new and gently used CSA-certified safety boots for Habitat for Humanity Niagara Region.

Drop-off locations include:

- The Fire Hall (3 Killaly Street W)
- The Engineering and Operations Centre (1 Killaly Street W)
- The Vale Health and Wellness Centre (550 Elizabeth Street)
- City Hall (66 Charlotte Street)
- The Port Colborne Public Library (310 King Street)

Tugboat Santa – Saturday, Dec. 6 at 1 p.m.

- Santa arrives by tugboat in the Welland Canal presented by the Downtown BIA

Lighted Santa Claus Parade – Saturday, Dec. 6 at 6:30 p.m.

- The downtown core will shine bright when illuminated floats, local groups, and Santa himself bring the magic to Port Colborne.

Grand Old Christmas Festival – Sunday, Dec. 7

- Travel back in time at the Port Colborne Historical & Marine Museum (280 King St.) from 12–4 p.m. Enjoy, horse-drawn carriage rides, pioneer winter activities, warm chestnuts, visits with Santa and their classic Christmas pudding at Arabella's Tea Room.

Read more on the4 city's website or social media.

VISIT FROM MCKAY GRADE 5 STUDENTS

On Thursday November 13, CAO Bryan Boles and I were thrilled to welcome Grade 5 students from McKay Public School to City Hall!. Students had the opportunity to learn about:

The different levels of government and how they work together

The roles and responsibilities of the Mayor and CAO

How the Mayor is elected

The responsibilities of municipal government

What happens during a City Council meeting

It was a fantastic way for young learners to see government in action, ask questions about how their city is run and wrap up their social studies unit on government

HIGHWAY H2O CONFERENCE

Last week, I had the pleasure of attending the 20th Annual Highway H2O conference alongside many marine industry partners. Some of the 180 attendees included; Canadian / US Seaway Officials, Port Authorities, shipping companies, dock operators, logistics companies and the Federal, Provincial and Regional governments.

Port Colborne was included in many discussions, especially pertaining to increasing its footprint to 12-month shipping along the St Lawrence Seaway, especially along the southern end of the city.

The Ontario Marine Council (OMC) underscores the economic and environmental advantages of Ontario's marine transportation system, which reduces emissions by 85% compared to long-haul trucking and plays a vital role in supporting provincial supply chains. Over the past year, OMC advanced several strategic initiatives—including advocating to sustain Georgian College's marine engineering program, securing a role in the East-West Energy Corridor study, supporting industry research on container reception services, hosting key sector events, and continuing provincial engagement on funding priorities. These efforts all support the implementation of Ontario's Marine Transportation Strategy (OMTS), which is built on four pillars: (1) strengthening Ontario's marine position in the multimodal network, (2) supporting infrastructure and economic development, (3) investing in education, labour, and training, and (4) greening marine transportation

To advance these pillars, OMC recommends targeted funding and policy tools such as establishing a centralized marine data program, formally integrating the Great Lakes–St. Lawrence corridor into the East-West Energy Corridor study, creating a Provincial Marine Project Development Fund, expanding support for marine training through Georgian College, launching a Marine Trades Transition Program, and enabling clean-fuel adoption through incentives and regulatory alignment. These actions would boost Ontario’s competitiveness, strengthen supply chain resilience, support workforce growth, and help the province meet its economic and environmental areas.

ACKNOWLEDGEMENTS & FLAG RAISINGS

The City of Port Colborne is proud to participate in the global 16 Days of Activism Against Gender-Based Violence, taking place from November 25 to December 10. This annual campaign brings our community together to raise awareness, honour survivors, and take action toward ending gender-based violence. Earlier today, we raised their flag here at city hall as a reminder of the importance of safety, equity, and support for all. The campaign culminates on Human Rights Day, reminding us that living free from violence is a fundamental human right.

HYDRO ONE FLIES FOR OEB APPROVAL ON \$311 MILLION DOLLAR PROJECT

Hydro One has submitted a \$311-million application to the Ontario Energy Board for approval to build a new double-circuit 230-kilovolt transmission line from Thorold to Welland. The project also includes expanding the Crowland transformer station to strengthen grid capacity, reliability, and security by 2029, addressing rapidly growing electricity demand in southwestern Ontario. As required under Section 92 of the

Ontario Energy Board Act, the application details the project's timing, route, design, and costs. Nearby First Nations are also offered the opportunity to invest in a 50% equity stake through Hydro One's First Nations Equity Partnership Model. More information is available on Hydro One's project webpage.

Over the last two years, Port Colborne has been advocating to both Ontario Hydro and the Provincial Minister of Energy to upgrade Crowland for our expanding commercial, industrial and residential growth hydro requirements. I wish to thank the City of Welland for their advocacy and Ontario Hydro for expediting this important infrastructure project.

That concludes my report for this evening.

City of Port Colborne
Public Meeting Minutes

Date: Tuesday, December 2, 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
G. Bruno, Councillor
F. Danch, Councillor
D. Elliott, Councillor
T. Hoyle, Councillor
W. Steele, Mayor (presiding officer)

Member(s) Absent: E. Beauregard, Councillor
R. Bodner, Councillor

Staff Present: E. Acs, Chief Planner
B. Boles, Chief Administrative Officer
J. Beaupre, Deputy Clerk
B. Cotton, Economic Development Officer
K. Martel, Manager of Planning

Others Present: C. Rowe, GSP Group
B. Blackwell, Stantec

1. Call to Order

Mayor Steele called the meeting to order 6:33 p.m.

2. Adoption of Agenda

Moved By Councillor T. Hoyle

Seconded By Councillor F. Danch

That the Public meeting agenda dated December 2, 2025, be confirmed, as circulated.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Public Meetings

4.1 Portion of Raglan Avenue (AKA Bell Street) Stop Up and Close – Public Meeting, 2025-211

Moved By Councillor M. Aquilina
Seconded By Councillor M. Bagu

That Development and Government Relations Department Report 2025-211 be received; and

That the Economic Development Officer be directed to bring forward a Stop Up and Close By-law for the portion of Raglan St PI 843 Port Colborne(AKA Bell Street) Lying West Of Welland St; Port Colborne (west of the railway tracks and east of the drainage ditch), as shown in Appendix A to a future meeting of Council for consideration.

Carried

4.2 Public Meeting – Property Lease for Cell Tower - Public Works Property at 3 Killaly Street West, 2025-212

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

That Development and Government Relations Department Report 2025-212 be received; and

That the Economic Development Officer be directed to bring forward a report regarding a proposed property lease for a cell tower at 3 Killaly Street West to a future meeting of Council for approval.

Carried

5. Statutory Public Meetings

5.1 Public Meeting Report for Proposed Site Specific Zoning By-law Amendment- Main Street West- File D14-05-25, 2025-237

Craig Rowe from GSP Group, agent to the applicant, presented to Council on file D14-05-25.

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

That Development and Government Relations Department Report 2025-237 be received for information; and

That Council direct staff to consider Council, agency, and community feedback received as part of this statutory public meeting, prior to bringing forward a subsequent staff report respecting the proposed Zoning By-law Amendment.

Carried

5.2 Public Meeting Report for Proposed Site Specific Zoning By-law Amendment- 5088 Highway 140- File D14-06-25, 2025-238

Brian Blackwell from Stantec, agent to the applicant, presented to Council on file D14-06-25.

Moved By Councillor M. Bagu
Seconded By Councillor M. Aquilina

That Development and Government Relations Department Report 2025-238 be received as information; and

That Council direct staff to consider Council, agency and community feedback received as part of this statutory public meeting, prior to bringing forward a subsequent staff recommendation report respecting the proposed Zoning By-law Amendment

Carried

a. Delegations

a. Scott Lemkey

Scott Lemkey delegated on file D14-06-25 and asked questions to the agent for the applicant.

6. Procedural Motions

There were no procedural motions.

7. By-laws

7.1 By-law No. 7412/103/25

Moved By Councillor G. Bruno

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 December 2, 2025, be enacted and passed, as presented.

Carried

8. Adjournment

Mayor Steele adjourned the meeting at 6:53 p.m.

William C. Steele, Mayor

Jessica Beaupre, Deputy Clerk

City of Port Colborne
Downtown Business Improvement Area

Date: Wednesday, February 21, 2024
Time: 6:30 pm
Location: BIA Office- Main Training Room, Port Cares Admin Building
92 Charlotte Street, Port Colborne, L3K 3E1

Members Present: R. Poisson
A. Crognale
Sarah Armstrong
Sara Nunziato
Ben Terreberry
Jenni Darlow

Member(s) Absent: L. Beverly
H. Hamilton

Staff Present: D.Elliott, Councillor
O. Loeffen, Business Community and Events Ambassador

1. Call to Order

Call to order at 6:32pm by Chair.

2. Adoption of Agenda

Motion to adopted by Anna Maria and seconded by Sarah A.

3. Disclosures of Interest

No disclosures.

4. Approval of Minutes

Motion for approval of minutes from September 13th, November 13th, 21st, and January 24th ,by Ben and seconded by Sarah N. All members approved the minutes.

5. Staff Updates

5.1 Chair Update

Seven people joined the events planning round table meeting, discussed events for 2024, sheet passed around for proposed events.

Met with Barb from 91.7 Giant FM about cooperative advertising.

Banners discussed for the Legion, Alex F is in charge and will report back with pricing

Currently there is no treasurer, hence no treasurers report, however a book keeper has been hired and is working through the financials.

The current bank balance is \$93,000.00.

5.2 Councilor Update

Counsellor Elliot attended the Economic Development Advisory Committee, wants to share the Comprehensive Community Improvement Plan, several opportunities for downtown improvement for building is available, that the city will partner and help fund improvements. Incentives for building upgrades. Business owners can take part.

The City is here to support any improvements that are made. Façade and parking lot improvements. Council meeting next Tuesday and we are all invited to come and watch, ask questions, reach out if you have any questions.

5.3 Market Manager Update

Letter was sent around to board members, the question is about the type of vendors at the “farmers market” wants to host.

According to Farmers Market of Ontario guidelines, do crafters qualify?

The board as a whole agrees to allow Michael to make final decisions based on vendors.

March 28th Easter Market - April 5th first official market day.

Any business in Port Colborne can book a table free of charge, need to share this on the farmers market social media, one space, possibly two available for PC businesses, book through Michael.

City will provide barriers at the market. Is bathroom access going to be provided at city hall, unlocked as of 6am (access was granted for 2023). Micheal still has keys, but the locks are getting stolen so he might require additional locks or new keys.

Motion to approve vendor standards for the farmer's market for 2024 to the board – Sarah A. motion first, Ben motion second and all board members approved, motion passed.

5.4 Liaison Update

The BIA website is currently being worked on, the cost will be roughly \$250.00 per year to maintain it. Will like share 3 templates and BIA can pick the template, but the focus will be primarily on having a great business/retail director and a resource page for all the business owners. A credit card will be needed to pay for subscriptions, hosting, domain, etc.

CRA update – spoke to the CRA and city representatives, we have the documents required to reestablish BIA account with the CRA, at the next meeting 2 board members will be chosen as CRA representatives. Once the documents are filled out the city will courier it to the CRA,

The Chair will want to look to see if there is any back billed, source deductions may be on the CRA account at this time.

Cruise Ship Meeting, the goal is to find a way to bring cruise tourists into the local businesses, benefit year round via a digital coupon book. The city would work with a marketing team to create a platform for stores to access, provide deals for shoppers via the Bandwango App. The cost for this platform is approximately \$5000, city staff want to know if the Downtown and Main Street BIAs are interested in splitting the cost with the City for a year to trial the application. The City's portion would be coming from grant money.

6. Order of Business

7. New Business

7.1 Approval of 2024 Budget

Final approval of Budget 2024 – discussed at last meeting, Rosemari reviewed the changes – cruise ship promos, art and activations, approved events, more technology, "city expenditures" line was eliminated as it's the same as "grant money". – motion to approve Anna Maria motioned and Ben seconded, all motioned to pass.

The BIA currently doesn't have a credit card, but could benefit from one with the need to maintain online subscriptions such as their website hosting and domain renewals.

Ben motions to approve signing up for a credit card, Anna Maria seconded, all members in favour - approved.

7.2 2024 Events

- Solar Eclipse, schools are closed, we need promotions the BIA will promote via the radio, Monday April 8th, the city has 10K pairs of glasses, and they will release information of how to access the glasses, Vale Centre having eclipse events, if your business is having an eclipse special, let the BIA know, the BIA will promote them.
- Spring Fling
- Mother's Day/Father's Day Basket Contest - May 1 – May 8 – Lisa Terryberry to spearhead this event, if businesses want to donate anything for the basket, ask for Mother's Day and Father's Day at the same time, not selling tickets just hand out ballots at your store and location.
- Canada Day – Optimist Day in the Park, fireworks on West Street, BIA needs to plan an event, businesses do not want the street closed, do events that we can handle not an influx of events.
- Canal Days
- Harvest Festival - day time – Taste of Downtown – in the evening – we could hire a band and have music downtown, the City will support with the hiring of a band.
- Witches Walk – Stores stay open from 5-8pm, try to get décor and get businesses to decorate for Halloween, same idea as the Falala ladies night, give a discount or gift for people that come in dressed up, full costume encouraged, pick the best witch to win a prize
- Falala Ladies Night – Monica from 270 West will once again be spearheading it.
- Tug boat Santa – email will be sent for that.

Events committee – who wants to join this sub committee?

8. Next Meeting

Next meeting - March 20th , 2024

9. Adjournment

City of Port Colborne
Environmental Advisory Committee Meeting Minutes

Date: Wednesday, September 10, 2025
Time: 6:00 pm
Location: Engineering and Operations Centre, Committee Room
1 Killaly St West, Port Colborne

Members Present: R. Waines
N. Gieger
T. Lamb
K. Klauck
A. Smits
O. Iwanicki

Member(s) Absent: J. Hellinga

Staff Present: M. Bagu, Councillor
T. Hoyle, Councillor
Cassandra Banting
A. Riolino
Mathew Pilon

1. Call to Order

The Chair called the meeting to order at 6:07 PM

2. Amendments to the Agenda

3. Adoption of the Agenda

Moved By Tim Lamb

Seconded By Ryan Waines

Motion to adopt the agenda

4. Disclosures of Interest

None

5. Approval of Minutes

Moved By Tim Lamb

Seconded By Katherine Klauck

The Committee Moves to adopt the minutes from May 12, 2025.

Carried

6. Staff Updates

6.1 Yellow Fish Road Program (A. Riolino & C. Banting)

C. Banting provided an update on the Yellow Fish Road event. Indicated that the kits mark storm drains through the Yellow Fish Road program are available at the Port Colborne Public Library. We will continue to promote the kits and let residents know about the program.

We will provide some feedback to the NPCA on the application of the stencil and usability.

6.2 Update on Public Works Projects (C. Banting & M. Pilon)

M. Pilon provided an update on the status of the Marina Dredging project. A request for proposal for design has been drafted but has not been circulated yet. Currently, the team is meeting with potential partners in the area that have experience with dredging projects of this type and are looking to understand more about the project. This exploration is being prioritized over posting the request for proposal to ensure that all we have a more robust understanding of the project requirements.

C. Banting provided an update on the watermain lining project to date in 2025. North and South Crescent and Clarence Street projects have been completed. Projects on Schofield and Hampton Crescent have been approved for 2025 and have been moved up from 2026.

C Banting provided an update on water loss programs in the City, including the Proactive Leak Detection Program being launched by the Water Operations team.

Chair Smits requested that C. Banting present the water loss strategy at a future EAC Meeting.

Councillor Bagu asked whether contributions to the homeowner will be increased in 2026 for sewer lateral and water service grant programs. C.

Banting confirmed that the grants for these programs have doubled, per Council's approval at the August 26 Meeting.

Councillor Bagu and C. Banting discussed distribution of costs for water and wastewater between municipalities throughout the Region.

M. Pilon provided insight into the West Street Pergola/Promenade construction project, addressing Chair Smits question about the use of non-permeable surfaces for the project. Specifically, the project was concerned with AODA requirements. M. Pilon also confirmed that all trees removed from the area were relocated to Lockview Park.

Chair Smits would like for future projects to consider permeable surfaces.

K. Klauck stated that more communication would be welcome to ensure that environmental considerations are clear for projects that have significant environmental impact. Further considerations of accessibility, specifically tripping hazards are also needed.

7. Order of Business

7.1 Public Awareness of Municipal Environmental Initiatives

a. Environmental Panel Discussion

Chair Smits provided an update on the Environmental Panel Discussion. The Committee agreed to move the panel discussion from Winter 2025 to Spring 2026.

b. Website Revisions and Recommendations

A. Smits and K. Kluack have reviewed the Environment website and have drafted recommendations to improve the site.

7.2 Raise awareness of storm water/wastewater management best practices

a. Rain Barrel Sale & Fall Tree Giveaway (September 27, 2025) - Volunteer Requirements

7.3 Increase awareness and advocating for electrification

a. EV Ribbon Cutting

b. Touch-a-Truck Event (October 9, 2025)

Chair Smits has confirmed that the Touch-a-Truck event is happening at the Engineering and Operations Centre on October 9, 2025 from 4-7 PM

The EAC will host an activity at the event, with a donation from JBL for prizes.

8. New Business

8.1 EAC Terms of Reference

Chair Smits has requested a review of the terms of reference as a Committee.

8.2 Canal Days Feedback

Chair Smits questioned why there aren't streams other than waste; specifically, indicating that Organics would be an 'easy win' for the Canal Days Planning Committee to integrate, given the amount of food that is consumed. There is also room to increase recycling opportunities.

K. Klauck shared her praise for this year's Canal Days

Councillor Bagu asked that Committee Members provide their feedback and ideas to him and to the Canal Days Planning Committee.

8.3 Eagle Marsh Drain

Councillor Bagu provided an update on the Eagle Marsh Drain; it will have to be dredged.

9. Next Committee Meeting

10. Adjournment

The Chair adjourned the meeting at approximately 7:24 PM.

Moved By Tim Lamb

Seconded By Katherine Klauck

Carried

Chair

Staff Liaison

Port Colborne Public Library Board Meeting Minutes

Date: Wednesday, October 1, 2025
Time: 6:00 pm
Location: Library Auditorium, Port Colborne Public Library
310 King St, Port Colborne

Members Present: A. Desmarais, Vice Chair
M. Bagu, Councillor
H. Cooper
M. Booth
E. Tanini
A. Smits

Member(s) Absent: B. Ingram, Chair
C. MacMillan
B. Beck

Staff Present: R. Tkachuk, Chief Executive Officer (Board Secretary-Treasurer)
L. MacDonald, Library Services Manager

1. **Call to Order**

The Vice-Chair called the meeting to order at approximately 6:09 PM.

2. **Land Acknowledgement**

The Vice-Chair recited the Land Acknowledgement.

3. **Disclosures of Interest**

There were no disclosures of interest.

4. **Adoption of Agenda**

The following items were lifted from the Consent Items and considered as Discussion Items:

6.2 a. 2025 Operating Budget (as of September 26, 2025) considered as Discussion Item 7.3

6.3 a. Strategic Plan Update considered as Discussion Item 7.4

Moved by A. Smits
Seconded by M. Booth

That the agenda dated October 1, 2025, be confirmed, as amended.

Carried

5. Approval of Minutes

Moved by Councillor M. Bagu
Seconded by A. Smits

That the minutes dated September 3, 2025, be confirmed, as circulated.

Carried

6. Consent Items

Moved by E. Tanini
Seconded by A. Smits

That the Board approves items 6.1 and 6.4, as presented.

Carried

6.1 Circulation Reports

a. Circulation Report, July 2025

a. Circulation Snapshot, July 2025

6.4 Media Items

a. Off-the-Shelf Newsletter - September/October 2025

7. Discussion Items

7.1 Reciprocal Service Agreement Report

Moved by Councillor M. Bagu
Seconded by M. Booth

That the Port Colborne Public Library participate in a Reciprocal Service Agreement with Niagara Falls Public Library.

a. Reciprocal Service Agreement

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

The CEO provided a verbal update on ongoing projects, programming, and partnerships.

7.3 Financial Report

a. 2025 Operating Budget (as of September 26, 2025)

The CEO provided an update on the 2025 operating budget.

7.4 Staff Reports

a. Strategic Plan Update

The CEO provided a fundraising update for the 2023-2027 Strategic Plan.

8. Roundtable

Councillor Bagu notified the Board of a book launch at Roselawn Theatre with Canadian author Adam Shoalts on October 30, 2025.

9. Next Meeting Date and Adjournment

The next meeting of the Port Colborne Public Library Board will be Wednesday, November 5, 2025, 6 p.m.

The Vice-Chair adjourned the meeting at approximately 7:08 PM.

Bryan Ingram, Chair

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

Port Colborne Historical and Marine Museum Board Meeting Minutes

Date: Tuesday, October 21, 2025
Time: 7:00 pm
Location: Roselawn Centre
296 Fielden Ave, Port Colborne, ON L3K 4T6

Members Present: B. Heaslip
C. MacMillan
T. Huffman
J. Piniak
G. Hoyle
L. Brazeau
J. van Dillen
M. Hili
A. Lessard
B. Schneider
M. Heaslip

Member(s) Absent: C. Brema
E. Beauregard, Councillor

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

1. Call to Order

The Chair called the meeting to order at 6:56pm.

2. Disclosures of Interest

None to report.

3. Adoption of Agenda

Moved by Bonnie Schneider
Seconded by L. Brazeau

That the agenda dated October 21, 2025 be confirmed, as circulated or as amended.

Carried

4. Approval of Minutes

Moved by B. Heaslip

Seconded by T. Huffman

That the minutes from the previous meeting date of September 16, 2025, be confirmed as circulated or amended.

Carried

5. Business Arising from the Minutes

None to report

6. Correspondence

Tami reported that there were 3 pieces of correspondence.

- A thank you note to Michelle Vosburgh from Ann and John McLaughlin, Cruise ship tour guides, for providing the scripts and enhanced training. They had a great second season.

- A thank you note to all the Museum staff and volunteers from Ann and McLaughlin, for the marvellous museum, and that it has been a treat to show it off during the walking tours for the cruise ship passengers.

- A thank you from Michelle and Peter Mason to the Board of Directors of the Museum, Heritage, and Culture Department for the beautiful bouquet of flowers, and for their kindness and support.

7. Council Report

None to report.

8. Curator's Report

Michelle reported that Jasmaya Echlin's last day was on September 30. Jasmaya was the first time the Tea Room had a student working through the month of September. Jasmaya also transferred artifact images and paired them with the artifact descriptions in PastPerfect.

Contractors have been assessing the Sherk cabin roof and will provide quotes.

The Corporate mail out will be going out by the end of the week.

The hickory tree between the Carriage House and the Museum has been assessed and it has been advised that the tree be cut down. Taking just the dead limbs would leave the healthy part of the tree unbalanced. Michelle is waiting for them to come back with their plan.

Michelle Mason has submitted her official retirement letter. Her last day will be December 31, 2025. She loves working at the museum. Her coworkers, the board members, volunteers, and even the visitors have brought so much joy into her life.

The Archives' first Speakers Series event with Dough Mitchell about his research on his great-great aunt, Harriet Tubman, was very well received. Thank you to the members of the board and staff who attended. The Property Research Workshop in which Anna and Michelle will share resources and techniques will be held on this Saturday, October 25.

Michelle Vosburgh was the guest speaker at the 50th anniversary of the Pelham Historical Society on September 22. Anna Carlsen was the speaker of the Museum Auxiliary's volunteer tea on October 20.

The next lecture at the Archives on November 15 is part of the Welland Canal Bicentennial Travelling Lecture Series. All board members are invited to attend.

The Archives staff have had some interesting research requests this autumn, including one from Netherlands regarding a RCAF casualty buried there, a family history inquiry from France, and a request for information about a local businessman which came from a descendant in Minnesota.

9. Auxiliary Report

Marianne reported that the Tea Room served 2,024 visitors this summer.

There are 3 bags of biscuit mix leftover, and they will be bagged and tagged and sold at the Grand Old Christmas Festival.

The Volunteer Appreciation was held on October 20. Luke, on behalf of the Board of Museum, Heritage and Culture, accepted a \$20,000 cheque from the Museum Auxiliary. Meghan, on behalf of the Friends of Roselawn Centre, accepted a \$4,000 cheque from the Museum Auxiliary. Volunteers received gifts of vintage fans and mints.

The Auxiliary has requested from the Building and Property Committee to paint the windowsill over the sink.

The first week of November will be the pudding bee to prepare for the Christmas Festival. The goal is to make 300 puddings this year.

10. Friends of Roselawn Centre Liaison Report

Arlene reported that the Art Auction and Exhibition, "Presenting..." has wrapped up. Many artists complimented on Tami's curation and hanging of the exhibit. The Facebook auction page received 80,000 views. A post auction and exhibition survey was sent out to the artists with positive feedback returned, as well as with some suggestions.

Adam Shoalts will be giving a talk on his new book "Vanishing Beyond the Map" on October 30 in the Lighthouse Theatre. Tickets are available at the box office for \$20. There will be a meet and greet for Friends of Roselawn members before the presentation.

November 22 will be the annual Friends of Roselawn Christmas Makers' Market from 10am-4pm. Friends of Roselawn will be accepting donations of baked goods for the Bake Sale.

11. Committee Report

11.1 Finance Committee

Bonnie reported that the giftshop sales to date are \$7,795 which is already an increase of \$700 from the total sales for 2024.

To date:

- Memberships: \$2,503
- Donations from memberships and donation box: \$2,833.07
- Corporate Drive: \$100
- Music on the Lawn: \$611.75
- CanadaHelps: \$1,688.69

11.2 Membership Committee

It was reported that to date the memberships stand at 97:

- Seniors: 35
- Individuals: 6
- Families: 35
- Life Patrons: 21

11.3 Building and Property Committee

Brian reported that the new storage building for the replica of the Neff Buggy is almost complete, just need the gravel for the floor, trim, and are waiting on a quote for cedar singles. After the building is complete, they will be moving back to Roselawn to continue any work through out the winter, and sourcing out the picket fence.

11.4 Programme Committee

Cheryl reported that Sloane attended the BIA Harvest Fest on October 4. Sloane brought the printing press for visitors to make a fall themed card. She will request a location closer to the other children's activities next year.

on October 10 and 11 the Paranormal Ghost Tours were at Roselawn. There were two tours per evening. A total revenue of \$1,075, with \$215 of that going to the Paranormal group.

Lantern Tours will be held at the Museum on October 24 and 25. There are three tours per evening. Volunteers are still needed for the tour guides to lead the groups to each storyteller. Please contact Sloane or Meghan if you are available to volunteer.

There will also be a Halloween Paranormal Ghost Tour at Roselawn on October 31 from 9pm-midnight. Tickets are \$30 and go on sale this week.

11.5 Fundraising Committee

None to report

11.6 Policy Committee

None to report

11.7 Accession Committee

The Fall meeting is coming up.

11.8 Heritage Committee

Luke reported that a meeting has not been held in two months while they wait for a new Planning Department Liaison.

The Committee is frustrated with the lack of updates they have received regarding the Humberstone Hall renovations with no Planning liaison.

12. Confidential Items

None to report.

13. New Business

Stephanie's report to council regarding the L.R.Wilson Archives has been postponed until November.

Tami reported that the start of construction on the accessible ramp at Roselawn has been delayed while they wait for permits, but once it gets started the construction will be 7 days a week.

Cheryl stated interest in the Archives offering another Property Research Workshop.

A Board member is needed to lay the wreath at the Legion's Remembrance Day Ceremony.

Gary Hoyle reminded everyone that the Lions Club Food Drive is this weekend, and to leave any donations on your doorstep for pick up.

14. Adjournment

The Chair adjourned the meeting at approximately 7:35pm.

Chair

Staff Liaison



Subject: Code of Conduct for Human Trafficking Prevention in the Niagara Region

To: Council

From: Human Resources Department

Report Number: 2025-236

Meeting Date: December 9, 2025

Recommendation:

That Human Resources Department Report 2025-236 be received; and

That Council direct the Chief Human Resources Officer to commit the City of Port Colborne to becoming a signatory to the Code of Conduct for the Prevention of Human Trafficking in the Niagara Region and to implement the Code.

Purpose:

This report is being presented to Council to outline the requirements of becoming a signatory to the Code of Conduct for Human Trafficking Prevention in the Niagara Region.

Background:

Human trafficking in Niagara is a persistent challenge impacting the hospitality and tourism sectors. The Region's proximity to the U.S border and the 401 corridor, along with its thriving tourism industry. Statistically, Niagara Region has higher rates of incidents of human trafficking than the national average, as detailed below.

- Niagara Region: 3.0 incidents per 100,000 population
- National average: 1.4 incidents per 100,000 population

Between 2023 and 2024 the NRPS Human Trafficking Unit (HTU) reported the following statistics

- Number of victims/survivors identified increased by 700% (total of 48 victims/survivors)
- Number of human trafficking investigations increased by 61%
- Number of accused charged increased by 190% (29 accused charged)
- Number of criminal charges laid increased by 75% (107 criminal charges laid)
- Number of referrals from the HTU to Victim Services Niagara increased by 133%

At-Risk Groups (Statistics Canada):

- 93% of victims of police-reported human trafficking were women and girls.
- 23% of victims of police-reported human trafficking were aged 17 and younger, 42% between 18-24, and 23% between 25-34.
- 82% of persons accused of human trafficking were men.
- 91% of victims were trafficked by someone they knew; 34% trafficked by an intimate partner.

The statistics show that human trafficking is a significant issue in the Niagara Region that requires immediate and sustained action across the Region. Human trafficking thrives in secrecy, but businesses and organizations are key in preventing human trafficking through proactive measures such as prevention, protection, partnership and prosecution.

Tools of Employment for Success Niagara (TOES) in partnership with Brock University Continuing Professional Development, have develop and implemented a code of conduct to prevent human trafficking in the hospitality and tourism industry in the Niagara Region. The Code is a call to action for hospitality and tourism businesses, and partners to adopt a zero-tolerance approach to human trafficking.

A steering committee was established in the spring of 2024 to begin work on the creation of the Code. Community feedback was sought, and the steering committee established a draft of the Code in the fall of 2024. Additional community feedback was sought over the fall of 2024 and spring of 2025 with the final draft of the Code being prepared in the summer of 2025. On June 26, 2025, Niagara Region Council unanimously endorsed the Code, and the Steering Committee has now moved to a pilot implementation of the Code, with a full implementation expected in 2026 and beyond.

To date Niagara Region, Niagara on the Lake, and West Lincoln have all endorsed the Code and Staff recommend that the City endorse and become a signatory to the Code.

Discussion:

The Code outlines specific commitments for each signatory and in addition also outlines additional commitments for specific priority sectors. The Code outlines five priority sectors – Hospitality and Tourism, Schools and Educational Institutions, Local Government – Niagara Regional & Local Area Municipalities, Law Enforcement and

Community Agencies. Below is detailed outline of the commitments each signatory is required to meet.

By becoming a signatory to the Code, the City is committing to a collective responsibility to work with TOES Niagara and the Code of Conduct Steering Committee to strengthen all areas in preventing and responding to human trafficking by maintaining best practices, implementing and continuously improving the following

- **Mandatory Training of Staff** – all signatories commit to training staff with the knowledge and tools necessary to recognize and respond to signs of human trafficking.
- **Public Awareness** – all signatories will display human trafficking prevention materials in public areas (such as lobbies and restrooms) outlining the signs of human trafficking and providing information for reporting suspicious activities including support available for any survivors.
- **Support Services & Victim Assistance** – all signatories will work with Community Agencies and Law Enforcement to develop an emergency procedure to safely protect survivors, consider and develop ways to support survivors of human trafficking via employment accommodation and safe alternative jobs, and have clear referral pathways.
- **Safe Reporting & Support for Staff Who Report** – all signatories will publicise and display the primary contact numbers and steps to safety report concerns about human trafficking and will provide support for traumatized employees and witnesses of human trafficking.
- **Monitoring & Evaluation** – all signatories will establish an oversight system or person within their organization to monitor and evaluate the effectiveness of the organization's human trafficking prevention policy and procedures.
- **Suppliers & Partners** – all signatories will encourage suppliers and partners to follow the Code.

In addition, each priority industry has sector specific guidelines and responsibilities in the fight to eradicate human trafficking.

Local Government Sector – Commitments

- **Mandatory Training of Staff** – this training should be specific to the employee's role and will help staff recognize the signs of human trafficking as they fulfill their specific role. Training has been developed by TOES Niagara and Brock University and can be adapted for City Staff. Training should be completed within 12 months, and all staff

must re-certify every three years. Staff are confident that all City staff can be trained within a twelve-month period.

- **By-Laws & Standard Operating Procedure Integration** – human trafficking awareness should be integrated into by-laws and standard operating procedures, specific consideration should be given to by-laws pertaining to short- and long-term rentals, Airbnb's, hotels, motels, inns and the like. Additional commitments are
 - Update standard operating procedures for awareness, timely response, reporting
 - Monitoring & Evaluation
 - Consider drills or spot checks of staff
 - Consider incorporating human trafficking into emergency plans and preparedness
- **Public Awareness** – display materials in public areas at all City facilities, display the consequences of violating sexual and labour exploitation laws, display hotline information for reporting suspicious activity.
- **Proactive Inspections** – By-law in potential partnership with fire services have a duty to conduct regular and “spot” inspections of hotels, motels, inns, bed and breakfasts, Airbnb's and other tourism related businesses to ensure compliance.
- **Suppliers & Partners** - strongly encourage our suppliers, respective professional associations and unions to consider collective ways to prevent human trafficking.

By becoming a signatory to the Code during the pilot phase of implementation the City will have access to free training, that is certified by TOES Niagara and Brock University, as well as additional support for policy and internal protocol review and updates.

Staff feel strongly that endorsing and becoming a signatory to the Code shows the City's commitment to ensuring a safe and welcoming community for all and will help position the City to protect

Internal Consultations:

Staff have consulted with the Chief Building Official and Senior Procurement Officer regarding the commitments outlined in the Code and are confident the City can meet all the commitments required under the Code.

Financial Implications:

There are no financial implications.

Public Engagement:

Public engagement was conducted by the Steering Committee established by TOES Niagara and Brock University as outlined in this report.

Strategic Plan Alignment:

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

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

Conclusion:

Staff recommend that the City become a signatory to the Code of Conduct for Human Trafficking Prevention in the Niagara Region and ask Council to direct the City's Chief Human Resources Officer to implement the Code.

Appendices:

- a. The Code of Conduct for Human Trafficking Prevention in the Niagara Region

Respectfully submitted,

Mary Murray, MIR, CHRL
Chief Human Resources Officer
905-228-8033
Mary.murray@portcolborne.ca

Report Approval:

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



THE CODE OF CONDUCT FOR HUMAN TRAFFICKING PREVENTION IN THE NIAGARA REGION

The Hospitality and Tourism Sector

Developed by *TOES Niagara* and *Brock University*, in collaboration with community partners and with funding from *WAGE Canada*, this Code sets proactive standards for the Niagara hospitality and tourism sector, with support from allied sectors, to prevent human trafficking and protect vulnerable populations.

20 June 2025

Funded by



Women and Gender
Equality Canada

Femmes et Égalité
des genres Canada



THE CODE OF CONDUCT

for human trafficking prevention in the Niagara Region

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THE CODE OF CONDUCT

for human trafficking prevention in the Niagara Region

Executive Summary

Tools of Empowerment for Success (TOES Niagara), in collaboration with Brock University's Professional and Continuing Studies Office and supported by Women and Gender Equality Canada (WAGE), has spearheaded the development of a comprehensive Code of Conduct to Prevent Human Trafficking in the Niagara Region's Hospitality and Tourism Industry. This initiative, modeled in part on End Child Prostitution & Trafficking (ECPAT) International's globally recognized framework, seeks to address the alarming issue of human trafficking by equipping the hospitality and tourism sectors with awareness, tools, and strategies to protect vulnerable populations, including women, racially marginalized groups, and newcomers.

Through a trauma-informed, gender-based, culturally responsive approach, the initiative aligns with universal human rights principles and centers survivors' dignity and safety. Developed with input from survivors, community, priority sectors, and at-risk populations and leveraging the excellent work of many Niagara community organizations, the Code of Conduct establishes guidelines and responsibilities for key sectors, including: Hospitality and Tourism, Schools and Education Institutions, Law Enforcement, Community Agencies and Local Government – Niagara Region & Local Area Municipalities. It emphasizes collective responsibility and inclusion, aiming to foster coordinated, survivor-centered responses to prevent human trafficking.

Key components of the Code of conduct to prevent Human Trafficking in Niagara include:

Prevention

Proactive measures to deter trafficking for sexual and labor exploitation, with a focus on protecting disproportionately affected groups such as women and girls.

Protection

Safeguarding the identity, dignity, and safety of survivors, emphasizing confidentiality and trauma-informed, culturally responsive care.

Policy Development

Supporting organizations to implement or enhance trafficking prevention policies, ensuring clear resolution processes and survivor support.

Collaboration

Encouraging partnerships among signatories to strengthen collective anti-trafficking efforts and share promising practices regionally and nationally.

The initiative also includes the establishment of a Steering Committee to provide ongoing evaluation, integrate survivor feedback, and adapt strategies to evolving challenges. Organizations that commit to the Code will benefit in the following ways: Enhanced reputation and trust, access to tailored training and programs, policy development support, accreditation and certification as well as collaboration and networking opportunities, ensuring its successful implementation and sustainability.

THE CODE OF CONDUCT

for human trafficking prevention in the Niagara Region

Vision

A safe community for all.

Mission

Niagara is known as a leader in the fight to eradicate human trafficking and committed to making the region adopt a zero-tolerance approach to human trafficking.

Goals

Deter Human Traffickers from operating in Niagara.

Cut the demand for Human Trafficking in Niagara.

The public and the community are proactive in preventing Human Trafficking.

Protect survivors.

By building capacity across industries and leveraging community partnerships, this project aims to position Niagara as a model for eradicating human trafficking, promoting regional safety, and protecting the most vulnerable.

THE CODE OF CONDUCT

for human trafficking prevention in the Niagara Region

Background

Tools of Empowerment for Success (TOES Niagara) in partnership with Brock University Professional and Continuing Studies Office, with funding from Women and Gender Equality Canada (WAGE), established a multi-partner Steering Committee that developed and seeks to adapt this local Code of Conduct to prevent human trafficking in the hospitality and tourism industry in the Niagara region to strengthen the gender-based violence (GBV) sector, based in part on End Child Prostitution & Trafficking (ECPAT) International's *The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism*.

This Code seeks to address the need to provide awareness, tools, and support to the hospitality and tourism industry to prevent human trafficking of vulnerable populations (e.g., women, racially-marginalized, newcomers) working and living in the Niagara region.

The development of the Code is, in part, based on the ECPAT model with input from the community including survivors and at-risk populations. The Code leverages the excellent work of various Niagara community organizations and has involved some of these organizations in the development and formation.

The local Code will be implemented among organizations, and policy development support and training will be provided to these organizations to facilitate a successful implementation.

TOES Niagara will share information on the promising practice with key employers in major border cities so that they may replicate it or expand upon it within their own organizations.

Vision

- A safe community for all.

Mission

- Niagara is known as a leader in preventing and eradicating human trafficking and committed to making the region adopt a zero-tolerance approach to human trafficking.

Values

- Gender-Based Analysis-Plus: part of everything we do.
- Trauma informed, victim centred, culturally responsive approach.

Goals

- Deter Human Traffickers from operating in Niagara.
- Cut the demand for Human Trafficking in Niagara.
- The public and the community are proactive in preventing Human Trafficking.
- Protect survivors.

THE CODE OF CONDUCT

for human trafficking prevention in the Niagara Region

Guiding Principles

- **Universal Human Rights:** Every individual, particularly those from vulnerable groups, such as women, girls, and racially-marginalized communities, has the right to live free from harm, abuse, and exploitation. A trauma-informed, gender-based approach recognizes that addressing the specific needs of these groups is essential to upholding their rights and dignity.
- **Collective Responsibility:** Preventing human trafficking requires a collaborative, community-driven effort. Businesses, community organizations, police services, and community members must work together, with a specific focus on recognizing and addressing the gendered and racialized drivers of trafficking, to protect vulnerable populations and ensure coordinated, survivor-centered responses.
- **Do No Harm:** All actions by signatories must prioritize minimizing harm, with particular attention to the trauma experienced by survivors and those at risk. A gender-based lens will guide interventions to ensure that survivors, especially women and girls, are protected from further harm and that their needs are addressed with care and sensitivity.
- **Confidentiality and Safety:** Signatories will make effort to protect the identity, dignity, and personal information of survivors and those at risk is critical, with a trauma-informed approach ensuring their safety and emotional well-being. Special care will be taken to protect women and girls, who are often at higher risk of retaliation and stigma.
- **Inclusion and Non-Discrimination:** Anti-trafficking efforts will actively address the needs of marginalized and vulnerable groups, including women, racialized communities, and 2S&LGBTQQIA+ individuals. Equal protection from trafficking requires eliminating barriers to services and ensuring that every person, regardless of their gender or background, receives the same level of care and protection.

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Code of Conduct Statement

This Code of Conduct for Human Trafficking Prevention in the Niagara region outlines the responsibilities of key players, actors, businesses, and community partners including hotels, tourism operators, justice system, law enforcement, municipalities, educational institutions, community organizations/agencies, and the broader community, to create a safe environment for all residents and visitors.

By signing this Code, the signatories commit to:

- a. preventing human trafficking for sexual and labour exploitation within the hotel and tourism sector in a bid to make Niagara safe, with a specific focus on protecting vulnerable groups such as women and girls who are disproportionately affected by sexual exploitation;
- b. prioritizing the dignity, rights, and safety of survivors, including protection of confidentiality, identity, and personal data of survivors;
- c. maintaining and enhancing existing human trafficking prevention best practices;
- d. maintaining and/or establishing a human trafficking prevention policy within the organization;
 - This policy will include a clear resolution process. For example, notice of occurrence, protection against reprisal, workplace assessment, emergency procedures, privacy protection, available resources, support measures, notices submitted in bad faith, and complaints related to employer non-compliance with the Code or regulations among other key elements;
- e. collaborating with other Code of Conduct signatories to strengthen this Code of Conduct and work collectively to prevent human trafficking, protect survivors, witnesses and reportees, and ultimately make the Niagara region adopt a zero-tolerance approach to human trafficking;
- f. establishing and maintaining a steering committee/working group to evaluate group efforts, review survivor feedback, and continuously update and adapt to the changing efforts and strategies to facilitate and maintain a zero-tolerance approach to human trafficking in the Niagara region; and
- g. subscribing to an every two year renewal (or to a renewal period as will be determined by the steering committee) of the accreditation and certification as a compliant signatory of the Code of Conduct for prevention of human trafficking in the hotel and tourism sector in the Niagara region.

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Definitions

1. **Human Trafficking:** Canada follows the *United Nations' Protocol to Prevent, Suppress and Punish Trafficking in Persons*, which defines human trafficking as “the recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability, or giving or receiving payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.”
2. **Sexual Exploitation:** The UN defines sexual exploitation as “any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including but not limited to profiting monetarily, socially, or politically from the sexual exploitation of another.” In the context of human trafficking, it often refers to forced prostitution, sexual slavery, or other forms of sexual abuse.
3. **Labour Exploitation/Forced Labour:** Forced labour, as per the International Labour Organization (ILO), is “work or service which is exacted from any person under the menace of any penalty and for which the person has not offered themselves voluntarily.” Labour exploitation often involves coercion, deceit, abuse of vulnerability, and is a key aspect of human trafficking for labour purposes.
4. **Hospitality and Tourism Industry:** The hospitality and tourism industry, as defined by the UN World Tourism Organization (UNWTO), encompasses a wide range of businesses and services including accommodation, food and beverage services, transportation, travel agencies, and recreation. The industry has been identified as vulnerable to human trafficking, particularly for sexual and labour exploitation, due to its high demand for low-wage and temporary labour, as well as the movement of tourists. In Niagara, this sector may include hotels, motels, inns, B&Bs, Airbnbs and other short-term rentals, wineries, breweries, distilleries, casinos, food and beverage establishments, lodging, tourist attractions, theme parks, night clubs and bars, and meeting, convention, and event spaces.
5. **Schools and Educational Institutions:** The schools and educational institutional sector refers to high schools and post-secondary education institutions.
6. **Law Enforcement:** Law enforcement refers to local police services and other enforcement agencies. In relation to human trafficking, law enforcement includes the activity of raising awareness, protecting victims/survivors, supporting victims/survivors, and holding offenders accountable.
7. **Local Government:** This includes the Niagara Region and Local Area Municipalities – the 12 Cities, Towns, and Townships.

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8. **Victim:** The UN defines a victim of human trafficking as “a person who has been subjected to trafficking as defined by the UN Trafficking Protocol.” Victims are individuals who have suffered harm, including physical or mental injury, emotional suffering, economic loss, or substantial impairment of their fundamental rights, as a result of human trafficking or related exploitation.
9. **Survivor:** The UN and many advocacy organizations often refer to individuals who have experienced human trafficking as survivors to highlight their resilience and recovery. A survivor is “a person who has lived through and overcome the experience of human trafficking or exploitation, and is now on the path to recovery, reintegration, and empowerment.” The use of this term emphasizes the agency and strength of individuals who have escaped or been rescued from trafficking and are working towards rebuilding their lives. Throughout the Code, we use the term survivor, rather than victim, to acknowledge this agency and strength.
10. **Community Agencies:** Community organizations (charities, not-for-profits, children’s aid societies) that work with vulnerable and marginalized groups and survivors of human trafficking, as well as those who are at risk of being trafficked.
11. **Signatories:** All businesses and organizations that sign the Code of Conduct and commit to implementing the Code of Conduct guidelines and responsibilities.
12. **Subscribing:** The act of any new signatory agreeing to all of the provisions of the Code of Conduct.
13. **Renewal:** After re-subscribing to and signing the Code of Conduct, the signatories will renew their subscription as guided by the Code of Conduct Steering Committee.

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Code of Conduct Collective Responsibilities & General Guidelines

All signatories and key players who subscribe to and agree to adopt and implement the Code of Conduct will have a collective responsibility to work with TOES Niagara and the Code of Conduct Steering Committee to strengthen all areas in preventing and responding to human trafficking by maintaining best practices, implementing and continuously improving the following:

1. Mandatory Training

All signatories commit to training staff with the knowledge and tools necessary to recognize and respond to signs of human trafficking, through existing internal training system or by using the free human trafficking prevention training provided by TOES Niagara and Brock University Professional and Continuing Studies. (Please see the Appendix regarding available and offered Training.)

In particular:

- a) all staff will complete an initial training on human trafficking awareness, which equips them with skills to recognize the gender-specific signs of exploitation faced by victims, especially women and girls, including appropriate trauma-informed response protocols and reporting procedures;
 - i) this training may be phased in over a period of time, but not greater than 36 months;
 - ii) if the initial training is to exceed 12 months, the signatory has a duty to provide a training plan to the steering committee.
- b) all staff will complete periodic refresher training (minimum every three-years);
- c) all new hires will complete the training as part of their orientation;
- d) all staff completing the training will be given certification; and
- e) this mandatory culturally and gender-responsive training on human trafficking awareness will include recognizing signs of exploitation and the disproportionate impact on women.
- f) Signatories may offer more detailed, specialized training for staff based on their staff role within the organization.
- g) Signatories are encouraged to share training materials and programs that they develop or are provided from elsewhere to the Steering Committee so that it might also be used by other signatories, as allowed under copywrite and as appropriate.

2. Resource Distribution/Public Awareness

All signatories will display human trafficking prevention materials in public areas (such as lobbies and restrooms) outlining the signs of human trafficking and providing information for reporting suspicious activities including support available for any survivor.

3. Support Services and Survivor Assistance:

All signatories will work with Community Agencies and Law Enforcement to:

- a) develop and maintain an emergency procedure to safely protect survivors;
- b) consider and develop ways to support survivors of human trafficking via employment accommodation and safe alternative jobs;
- c) endeavour to provide or make use of available community multilingual resources to support all survivors. For example the Canadian Human Trafficking Hotline is available 24/7/365 and in more than

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200 languages.

- d) respect the survivors' autonomy by providing the survivor with choices in accessing support. All services offered, including counselling, shelters, and legal assistance should be provided with the survivor's explicit consent;
- e) ensure that the survivors we support never feel forced or obligated to engage with law enforcement; and
- f) have clear referral pathways: existence of trauma-informed procedures for connecting survivors to support services without requiring them to involve law enforcement unless they choose to.

4. Safe Reporting:

All signatories will:

- a) publicise and display the primary contact number(s) and steps to safely report concerns about human trafficking.
 - i. If this is an emergency, call 911 now
 - ii. If not, call
Niagara Regional Police Non-Emergency Number at **1-888- 668 – 3911**, or Canadian Human Trafficking Hotline **1-833-900-1010** (service available 24/7/365 in +200 languages)
If you witness a crime or suspect criminal activity and want to remain anonymous, call Crime Stoppers at **1- 800-222-8477 –**
- b) provide support for traumatized employees and witnesses of human trafficking through an employee assistance program and/or by collaborating with community agencies.

Signatories who also follow the Niagara Region Emergency Response Protocol may continue to follow that Protocol as a way of safe reporting and protecting survivors.

5. Monitoring and Evaluation:

All signatories will:

- a) establish and maintain a steering committee or oversight system or person within their organization to monitor and evaluate the effectiveness of the organization's human trafficking prevention policy and procedures.
 - This may be added to the responsibilities of a "Joint Health and Safety Committee" to also monitor and evaluate the effectiveness of the Code;
 - TOES Niagara & Brock University can provide general, draft policies as a guideline for signatory's consideration, if needed.
- b) review and update the human trafficking prevention policies and protocols at least every two years; and
- c) report the effectiveness of their efforts to the Code's Steering Committee.

6. Suppliers & Partners:

All signatories will:

- a) work to encourage their suppliers and partners to become signatories to the Code of Conduct; and
- b) make every effort to contract with suppliers who have a Human Trafficking Prevention policy in place.

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The Code of Conduct Steering Committee Responsibilities

Objectives:

1. To achieve the goal of adopting a zero-tolerance approach to human trafficking in the Niagara Region.
2. To ensure the effectiveness of anti-human trafficking measures through continuous monitoring and evaluation.

1. The Code of Conduct Steering Committee Membership & Function

- a) The Code of Conduct Steering Committee will develop a recruitment strategy and mechanism that values skills and core competencies to recruit and appoint members to the Steering Committee while ensuring comprehensive representation of the sectors, survivors and broader community;
- b) The Steering Committee may also consider adding representatives from financial institutions, hospitals and health care, realtors, religious leaders / institutions among others; and
- c) Steering Committee members will develop and agree upon rules of order, including designation of chair, vice-chair, meeting frequency, and any committees.

2. Annual Review & Evaluation

- a) Conduct an annual review of the Code's effectiveness, ensuring the gender impact and input from women's organizations and gender equality experts; and
- b) Evaluate their efforts and the efforts of the Code of Conduct signatories, review survivor feedback, review changes in appropriate legislation, and continuously update and adapt a zero -tolerance approach to human trafficking in the Niagara region.

3. Data Collection

The Steering Committee will collect gender-disaggregated data on incidents of human trafficking within the region, with a focus on identifying trends, particularly in the exploitation of women and girls, and areas for improvement in prevention and response efforts.

4. Reporting and Accountability

The Steering Committee will publish an annual report on the region's anti-trafficking efforts, including gender-specific data on trafficking cases, successes in addressing the exploitation of women and girls, challenges, and areas for future focus.

5. Continuous Improvement

- a) At a regular interval, the Steering Committee will engage with the Code of Conduct signatories to discuss the efforts made, successes, challenges, and results in adapting a zero-tolerance approach to human trafficking in the Niagara region's tourism industry;
- b) Develop strategies and actions for continuous improvements; and
- c) Advocate for legislative changes and policy reforms for the hotel and tourism industry.
- d) Consider adding sectors to the overall Code including Steering Committee membership. Based on the feedback during the Code's development, initial new sectors could include religious leaders / organizations, financial institutions, hospitals and health care, realtors, and the agricultural sector.

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6. Collect and Analyse Survivors' Feedback

The Steering Committee will include mechanisms for survivors who have interacted with the system to provide anonymous feedback on the services, supports, and overall system responsiveness with the aim of continuous improvement.

7. Signatory Accountability

The Steering Committee will consider supportive ways to assist each signatory in being accountable to the Code of Conduct through agreed upon standard operating procedures and accountability audits.

8. Certification or Accreditation

The Steering Committee will regularly certify/accredit signatories. Factors may include: training, safety, best practices, etc.

9. Promotion & Marketing

- a) The Steering Committee will oversee the maintenance and improvement of a Code of Conduct subscription and renewal;
- b) Review what each signatory receives when they subscribe to or renew the Code. For example: certificates, stickers, logos, etc.;
- c) Promote signatories' businesses to tourists and residents as places that have adapted a zero-tolerance approach to human trafficking; and
- d) Seek to increase the number of organizations/businesses subscribing to and renewing the Code, and encourage signatories to vet suppliers and partners. This may include recruiting community champions/leaders.

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Sectoral Guidelines & Responsibilities

The prevention of human trafficking is a collective that will require commitment from key sectors of the region. Five sectors have been selected to commit to specific guidelines and responsibility in the fight to eradicate human trafficking making the region adopt a zero-tolerance approach to human traffickers.

The priority sectors are:

1. **Hospitality and Tourism**
2. **Schools and Education Institutions**
3. **Local Government – Niagara Region & Local Area Municipalities**
4. **Law Enforcement**
5. **Community Agencies**

1. Hospitality and Tourism Industry

In addition to the Collective Guidelines & Responsibilities of all signatories, businesses and organizations in the hospitality and tourism industry will have additional, specific guidelines and responsibilities.

Objective:

Strengthen the hospitality and tourism industry in preventing and responding to human trafficking by establishing and/or maintaining existing best practices, implementing, and continuously improving the following:

Mandatory Training

Each hospitality and tourism signatory has a duty to:

- a) Equip each member of staff with the specific knowledge and tools necessary to recognize and respond to signs of human trafficking as they fulfill their specific roles.
- b) Ensure all hospitality and tourism staff receive specific training to recognize and respond to signs of human trafficking as they fulfill their specific roles.
- c) Ensure staff members complete specific training for their new role, when they change roles within the organization between annual training sessions.
- d) Ensure all hospitality and tourism staff receive training or notice if/when the Code Steering Committee or the organization's internal committee improves protocols for detecting or preventing human trafficking.
- e) As outlined in the collective responsibilities, (i) this training may be phased in over a period of time (but not greater than 36 months) (ii) if the initial training period is to exceed 12 months, the signatory has a duty to provide a training plan to the Steering Committee.

Monitoring and Evaluation

Each hospitality and tourism sector signatory should consider “spot checks” or “drills” for staff according to their role. For example: front desk, concierge, cleaning, hospitality, kitchen, booking, etc.

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Resource Distribution

Each hospitality and tourism signatory has a duty to:

- a) Display human trafficking prevention materials in public areas (such as lobbies and restrooms) outlining the signs of human trafficking and providing information for reporting suspicious activities.
- b) Consider ways to share training materials with others in their sub-sector of the industry. For example: hotels, motels, inns, cottages, bed & breakfasts, etc.

Suppliers and Partners

Each hospitality and tourism signatory should:

- a) Encourage their respective local association to consider collective ways to prevent human trafficking. For example: Niagara Falls Tourism, Tourism Partnership of Niagara, Niagara B&B & Cottages, Motels & Lodges Association of Niagara, etc.
- b) Consider ways to make use of different technology platforms to track and identify potentially suspicious reservations or activities.

2. Schools and Educational Institutions

In addition to the Collective Guidelines & Responsibilities of all signatories, schools and educational institutions have additional, specific guidelines and responsibilities.

Objective:

Strengthen schools and educational institutions in preventing and responding to human trafficking by maintaining existing best practices, implementing, and continuously improving the following:

Mandatory Training

Each school and educational institution signatory has a duty to:

- a) Equip each member of staff with the specific knowledge and tools necessary to recognize and respond to signs of human trafficking as they fulfill their specific roles.
- b) Ensure that all workers/staff receive specific training to recognize and respond to signs of human trafficking as they fulfill their specific roles. For example: teacher, professor, principal, dean, administration staff with direct student interaction, chaplains, nurses, custodial staff, etc.
- c) Ensure staff members complete specific training for their new role, when they change roles within the organization.
- d) Ensure all staff receive training or notice if/when the Code Steering Committee or the organization's internal committee improves protocols for detecting or preventing human trafficking.

Curriculum & Orientation Integration

Board of education and post-secondary institutional signatories has a duty to:

- a) Integrate human trafficking awareness for sexual and labour exploitation, including the gendered risks faced by young women and girls, into their hospitality and tourism curriculum and students' orientation activities.
- b) Ensure training topics include understanding the risks, signs of sexual and labour exploitation, current laws, how to seek help, how to support peers, and how to understand trauma responses

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and compassionately engage and support survivors. Training could also cover how to follow the Ontario Human Trafficking Education Protocol and Strategy.

- c) Consider instructing elementary school-aged students, in addition to training already received by secondary school-aged students.

Monitoring and Evaluation

Each board of education or post-secondary institution signatory should consider an appropriate audit method or assessment of the effectiveness of the training and education for staff and students.

Suppliers & Partners

Each board of education or post-secondary institution signatory should encourage their respective professional associations and unions to consider collective ways to prevent human trafficking.

Workshops and Seminars

Each board of education or post-secondary institution signatory should:

- a) Host regular workshops and seminars for parents, students, and educators, featuring experts on human trafficking prevention.
- b) Integrate human trafficking awareness into orientation activities at college and university levels

3. Local Government – Niagara Region & Local Area Municipalities:

In addition to the Collective Guidelines & Responsibilities of all signatories, the Niagara Region and local area municipalities have additional, specific guidelines and responsibilities.

Objective:

Strengthen local government in preventing and responding to human trafficking by maintaining existing best practices, implementing, and continuously improving the following:

Mandatory Training

The Niagara Region and local area municipality signatories has a duty to:

- a) Equip each member of staff with the specific knowledge and tools necessary to recognize and respond to signs of human trafficking as they fulfill their specific roles.
- b) Ensure that staff will receive specific training to recognize and respond to signs of human trafficking as they fulfill their specific roles. For example: by-law officer; full-time, part-time, and volunteer firefighter; paramedic and EMS services; public health staff; building official; public works staff; library staff; recreation and culture staff; economic development and tourism staff, etc.
- c) Ensure staff members complete specific training for their new role, when they change roles within the organization.
- d) Ensure all staff receive training or notice if/when the Code Steering Committee or the organization's internal committee improves protocols for detecting or preventing human trafficking.

By-law & Standard Operating Procedures Integration

The Niagara Region and local area municipality signatories has a duty to:

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- a) Integrate human trafficking awareness for sexual and labour exploitation, including the gendered risks faced by young women and girls, into their by-laws and standard operating procedures. These should include:
 - pass, implement, and enforce by-laws dealing with short- and long-term rentals, fire, and other by-law complaints and investigations including the displaying of human trafficking prevention and materials within hotels, motels inns, short-term rentals and the like;
 - procedures to incorporate awareness of and timely response to human trafficking for sexual and labour exploitation; and
 - standard operating procedures for a clear reporting mechanism for by-law officers to communicate suspected trafficking activities, with specific protocols for reporting suspected gender-based trafficking cases, to police services.

Monitoring and Evaluation

The Niagara Region and local area municipality signatories should:

- a) Consider “spot checks” or “drills” for staff and volunteers.
- b) Consider incorporating human trafficking prevention awareness into their emergency plans and emergency preparedness exercises.

Resource Distribution

The Niagara Region and local area municipality signatories have a duty to:

- a) Display educational materials including signs of human trafficking in public areas, such as lobbies and restrooms.
- b) Display the consequences of violating sexual and labour exploitation laws.
- c) Display hotline information for reporting suspicious activities.

Proactive Inspections

Niagara Region and local area municipality by-law officers, in potential partnership with fire services, have a duty to conduct regular and “spot” inspections of hotels, motels, inns, bed and breakfasts, Airbnbs, and other tourism-related businesses to ensure compliance with municipal regulations aimed at preventing human trafficking.

Suppliers & Partners

Each municipal signatory will strongly encourage their respective professional associations and unions to consider collective ways to prevent human trafficking.

Workshops and Seminars

Each municipal signatory should consider hosting or co-hosting regular workshops and seminars for users of their facilities and businesses or individuals who require a permit to operate within the municipality. For example, representatives of minor hockey associations, youth groups, adult user groups, and other recreational and cultural organizations in their community could be invited to workshops or seminars about recognizing the signs and helping to prevent human trafficking. Another example, municipalities may require renters to take human trafficking prevention training before licensing a short-term rental property.

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4. Law Enforcement

In addition to the Collective Guidelines & Responsibilities, law enforcement agencies will follow the below responsibilities.

Objective:

Continue with their efforts in preventing and responding to human trafficking incidents in the Niagara region by raising awareness, protecting survivors, supporting survivors, and holding offenders accountable:

Mandatory Training

Law enforcement has a duty to:

- a) Equip each member of service with the specific knowledge and tools necessary to recognize and respond to signs of human trafficking based on their specific role.
- b) Provide members with training to recognise and respond to incidents of human trafficking.
- c) Prioritize training based on an officer's or staff's potential interaction and involvement with human trafficking survivors, perpetrators or cases.

Law Enforcement

Law enforcement will attempt to:

- a) Maintain a dedicated Human Trafficking Unit, with officers who are specifically trained to investigate these incidents and support human trafficking survivors.
- b) Provide human trafficking awareness to local businesses, such as hotels and tourism operators, in an effort to ensure the community is aware on how to respond to suspected trafficking incidents.
- c) Provide awareness to the Code of Conduct Steering Committee about changing human trafficking trends in an effort to assist in identifying appropriate strategies to deter the trafficking within the Niagara region.

Resource Distribution

Law enforcement will attempt to:

- a) Display awareness materials in public areas to assist members of the public, including survivors, in identifying human trafficking, how to obtain support, and how to report incidents to police.
- b) Continue with education and awareness efforts for the hospitality and tourism industry groups within Niagara region.

Presentations

Law enforcement will continue with their attempts to provide human trafficking awareness in the form of presentations to community members in an effort to ensure the community is aware of how to respond to suspected trafficking incidents.

Support Services and Survivor Assistance

Law enforcement will continue to work with other community support agencies as per the Anti-Human Trafficking Response Protocol to provide survivor assistance and support services.

Monitoring and Evaluation

Law enforcement will regularly assess best practices and protocols to continually provide the best

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service to the public which includes providing awareness, protecting victims/survivors, supporting victims/survivors, and holding offenders accountable.

Suppliers & Partners

Law enforcement will, with their partners, continue with coordinated efforts to collectively address human trafficking to effectively provide awareness, protect victims/survivors, support victims/survivors, and hold offenders accountable.

5. Community Agencies

In addition to the Collective Guidelines & Responsibilities of all signatories, Community Agency signatories have additional, specific guidelines and responsibilities.

Objective:

Strengthen community agencies in preventing and responding to human trafficking in Niagara region by maintaining existing best practices, implementing, and continuously improving the following:

Mandatory Training

All community agency signatories have a duty to:

- a) Equip each member of staff with the specific knowledge and tools necessary to recognize and respond to signs of human trafficking as they fulfill their specific roles.
- b) Ensure that all staff will receive specific training to recognize and respond to signs of human trafficking as they fulfill their specific roles. For example: intake workers, councillors, etc.
- c) Ensure staff members complete specific training for their new role, when they change roles within the organization between annual training sessions.
- d) Ensure all staff receive training or notice if/when the Code Steering Committee or the organization's internal committee improves protocols for detecting or preventing human trafficking.

Resource Distribution

Each community agency signatory has a duty to display human trafficking prevention materials in public areas (such as lobbies and restrooms) outlining the signs of human trafficking and providing information for reporting suspicious activities.

Workshops and Seminars

Community agency signatories should host (or co-host) regular workshops and seminars for members of the public and specific high-priority sectors, parents, featuring experts on human trafficking prevention.

Support Services and Survivor Assistance

Each community agency signatory has a duty to:

- a) Work with other signatories of this Code to help educate and share safety protocols for assisting and keeping safe potential victims.
- b) Ensure that their Employee Assistance Programs support staff who are survivors of human trafficking and/or involved in Human Trafficking cases or interactions.

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Monitoring and Evaluation

Each community agency signatory should consider assisting other signatories with “spot checks” or “drills” and for their own for staff according to their role.

Suppliers & Partners

Each community agency signatory should:

- a) Consider joining or continuing to serve on a special task force or committee to help coordinate collective ways to prevent human trafficking and support survivors. This special task force/group will coordinate with the Code Steering Committee representatives, as appropriate.
- b) Consider ways to recommend updates to human trafficking prevention protocols to the Code of Conduct Steering Committee.
- c) Consider ways to improve their own standard operating procedures based on trends and information from law enforcement and other signatories.
- d) Consider ways to recommend any new/recent trends, new/best practices, new partnerships, or updates to human trafficking prevention efforts to the Code of Conduct Steering Committee.
- e) Consider ways to report aggregate information about serving human trafficking survivors to the Code Steering Committee.
- f) Encourage their respective association to consider collective ways to prevent human trafficking. For example, YWCAs of Ontario, Women Shelters of Ontario, CEVAW, etc.

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References

Legislative References:

Bill S211: [description]

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Appendix

Founding Steering Committee Members:

The Code of Conduct for Human Trafficking Prevention in the Niagara Region – Steering Committee Members

s/n	Organization	Contact Person	Role
1	Greater Niagara Chamber of Commerce	Corrina Massicotte	Chair
2	Destination Niagara Falls	Joyce Morocco	Vice Chair
3	Augustyn Enterprises Inc.	Dave Augustyn	Policy Consultant
4	Brock University	Nathan Cheney	Project Partner
5	Brock University	Katie Keays	Member
6	Brock University	Emily Moore	Research Assistant
7	Canadian Mental Health Association	Tara McKendrick	Member
8	Coldwell Banker Momentum Realty	Shannon Valente	Member
9	Community Member	Brandy Henderson	Public Relations
10	Community Member	Laura Ip	Public Relations
11	FireStarter I.D.E.A.S. LTD	Sharon Njobo	GBA Consultant
12	Marriott Niagara Falls	Anna DiCienzo	Hospitality and Tourism Training Lead
13	Niagara-on-the-Lake Chamber of Commerce	Kathy Weiss	Member
14	Niagara Regional Police Service	Detective Constable Trevor Janisse	Member
15	Niagara Regional Police Service	Detective Sargeant Tara Ryan	Member
16	Old Stone Inn	Ann-Marie Nitsopoulos	Member
17	Ownera Media	Rowe Prudente	Public Relations
18	Rotary Club of St. Catharines	Lezlie Murch	Member
19	Services 4 Humanity and MSC-Niagara	Naheed Qureshi	Member
20	The Centre de Santé Communautaire	Loubna Moric	Member
21	TOES Niagara	Nyarayi Kapisavanhu	Project Lead
22	TOES Niagara	Mariam Khayinza	Project Assistant
23	Victim Services Niagara	Tarryn Anderson	Member

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s/n	Organization	Contact Person	Role
24	Victim Services Niagara	Alejandra Lazo de la Vega	Member
25	Welland Member of Parliament Office	Anna Oakes	Member
26	YWCA Niagara Region	Elisabeth Zimmermann	Member



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

To: Council

From: Development and Government Relations Department

Report Number: 2025-241

Meeting Date: December 9, 2025

Recommendation:

That Development and Government Relations Report 2025-241 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 condominium 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 \$12,713 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 \$916,761 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 \$12,713 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 condominium 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,

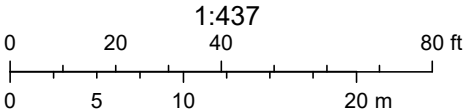
Bram Cotton
Economic Development Officer
(905) 228-8063
Bram.Cotton@portcolborne.ca

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



The Corporation of the City of Port Colborne

By-law No. _____

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

Whereas at its meeting of December 9, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Report 2025-241, Subject: Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Street

Whereas Council is desirous of entering into an agreement with Vergel Group Developments 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 Developments Inc., for the purposes of a Comprehensive CIPA East Waterfront CIPA Property Tax Increment Grant;
2. That the Mayor and the City Clerk be and are hereby authorized and directed to sign and execute the said agreement, attached hereto as Schedule 'A', together with 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 9th day of December 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

SCHEDULE 'A'

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: \$6133.81

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 two (2) years and complete construction of the development within five (5) or within three (3) years for a building permit issuance and complete construction with six (6) years for a Brownfield TIG 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 2025-241
Appendix C

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

	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 Value¹	\$0	\$0	\$101,500	\$101,500	\$0	\$6,000,000.00	\$0	\$6,000,000.00		
Municipal Taxes^{2,3,4}	\$0	\$0	\$1,159	\$1,159	\$0	\$68,485	\$0	\$68,485	\$63,235	\$50,588
Municipal Fees	\$0	\$0	\$4,091	\$4,091	N/A	N/A	N/A	N/A		
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	N/A
					Total				\$114,595.13	
					% of Tax Increment Year 1¹¹				80.00%	
					Annual Grant Payment¹³				\$91,676.10	

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 2025 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 tax in year 1 for each year for the duration of the grant however may be subject to a reduction should the taxes owing be reduced in any given year due to a assessment appeal.

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

- 2 Municipal 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

2025	2025
Pre-Project Tax Rates	Post-Project Tax Rates
0.01980244	0.01980244
0.03001927	0.03001927
0.01141417	0.01141417
0.01510633	0.01510633
0.02290025	0.02290025
0.00870732	0.00870732
0.00880000	0.00880000
0.00880000	0.00880000
0.00153000	0.00153000

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%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 2	2026	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 3	2027	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 4	2028	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 5	2029	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 6	2030	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 7	2031	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 8	2032	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 9	2033	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Grant Year 10	2034	80%	\$ 50,588.00	\$ 41,088.10	\$ 91,676.10
Total Estimate	Total Estimate		\$ 505,880.01	\$ 410,881.02	\$ 916,761.03

Subject: Request for Draft Plan of Subdivision Extension- Rosedale Estates Subdivision

To: Council

From: Development and Government Relations Department

Report Number: 2025-235

Meeting Date: December 9, 2025

Recommendation:

That Development and Government Relations Department Report 2025-235 be received.

Purpose:

The purpose of this Report is to provide Council with information for their consideration, regarding the request to extend the Draft Plan of Subdivision Approval, including the conditions of the Subdivision Agreement, associated with Rosedale Estates Subdivision (the “Subject Lands”).

Background:

The Subject Lands

The Subject Lands are located east of West Side Road (Hwy 58), south of Stonebridge Drive, north of Oxford Boulevard and Hawthorne Heights Subdivision and west of Meadow Heights Subdivision (**Figure 1**). The Subject Lands are legally described as Part of Lot 30, Concession 3, being Part 1 on Plan 59R- 2446, municipally known as 100 Oxford Boulevard. The Subject Lands are rectangular in shape and have an area of approximately 12.76 hectares, and frontage of 533 metres along Highway 58 and 5.0 metres along Oxford Boulevard. The site is occupied by a single-detached dwelling and an associated driveway, along with scattered vegetation.

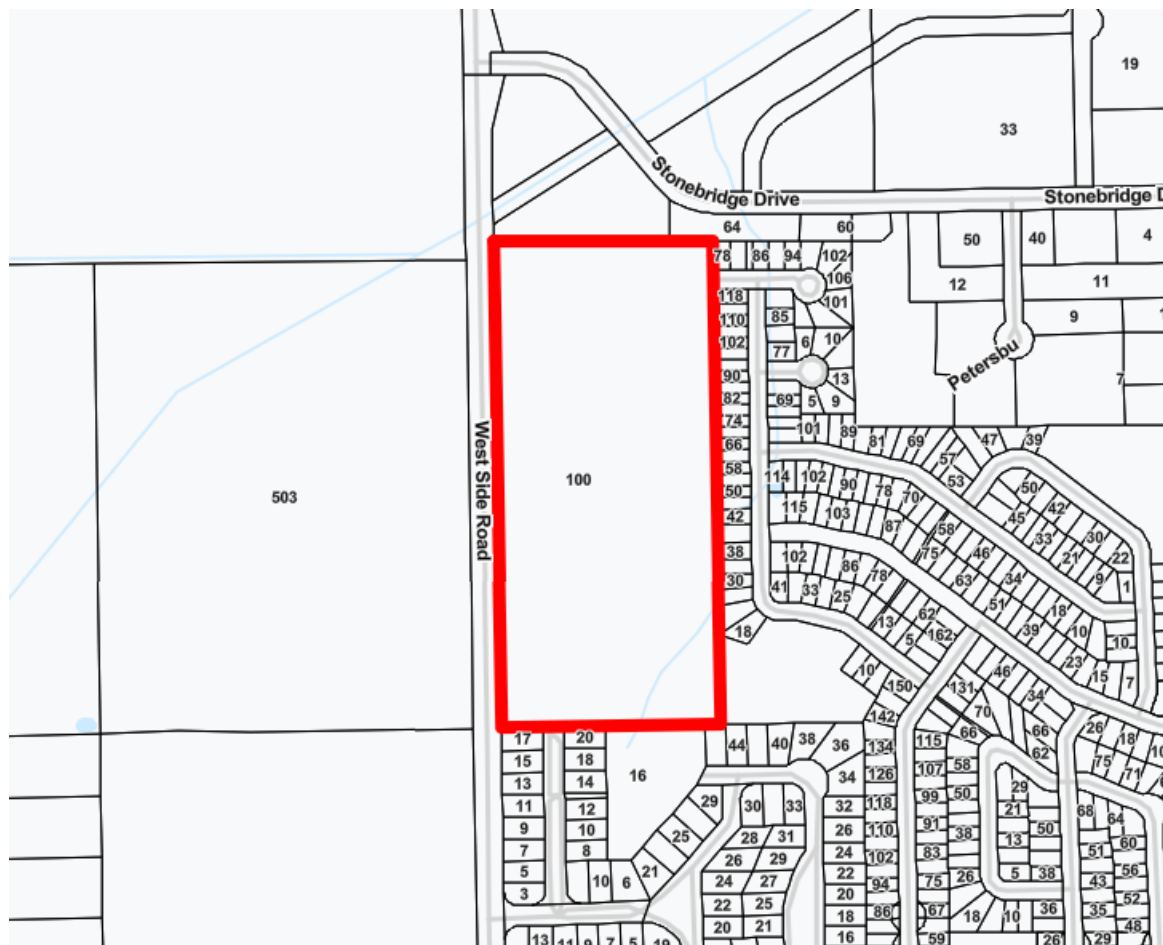


Figure 1- Location Map

Application History

The Subject Lands received Draft Plan of Subdivision Approval in June of 1988, by the Region of Niagara, who were the approval authority at the time. The approval was to facilitate the development of the Subject Lands with 119 residential units, a park block, a commercial block, a multi-unit residential block, and a public road system, that connects to Highway 58, Oxford Boulevard, and Meadowview Heights Subdivision (**Figure 2**). As part of the Draft Approval, the Applicant was required to satisfy the conditions of the Draft Plan of Subdivision Approval within four years.

Over the last three decades, the Draft Plan of Subdivision has been granted several extensions in order to maintain the Draft Plan Approval. More recently, in June of 2022 another extension request was submitted, in which a temporary four-month extension was granted in August 2022, lapsing in December 2022. An additional two-year extension was granted prior to the December 2022 lapsing date, with the extension expiring on December 16th, 2024. At that time, the City revised the Draft Plan of Subdivision Conditions from 1988. The Draft Plan of Subdivision Conditions have not been revised since 2022 (**Appendix A**).

Applications for a Zoning By-law Amendment and redline revision for the Draft Plan of Subdivision were submitted to the City on December 4th, 2023, prior to the lapsing of the Draft Plan Approval Extension. The Applications substantially redesigned the Draft Plan of Subdivision through increasing the number of residential units and densities, modifying the road network and access points, reducing the parkland block, eliminating the commercial block, and adding a stormwater management block (**Figure 3**).

Specifically, the proposed redline revision to the Draft Plan of Subdivision includes, 131 single-detached lots and 118 street townhouses (total of 249 units), representing an increase from the approved Plan from 1988 of 119 single-detached lots and 57 apartment units (total of 176 units).

The Zoning By-law Amendment proposes to amend the City's Zoning By-law 6575/30/18 to rezone the Subject Lands from "First Density Residential (R1)", "Public and Park (P)", "Neighbourhood Commercial, Site-Specific 31 (NC-31)", and "Fourth Density Residential, Site-Specific 32 (R4-32)" to "Third Density Residential, Site-Specific XX (R3-XX)" and "Public and Park (P)". The site-specific amendment proposes to include special provisions which would permit reductions to the minimum lot frontages, lot areas, setbacks, and landscaped area. A Public Meeting (Report No. 2024-08) was held for these Applications by the City of Port Colborne on January 9, 2024, to solicit public comments. The comments from the Public Meeting are summarized in this report and are included as **Appendix B**.

On December 9th, 2024, an additional request for an extension to the Draft Plan Approval for the Rosedale Estates Subdivision was approved by Council, expiring on December 16th, 2025. More recently, on September 18th, 2025, another Request for a one-year Extension to Draft Plan of Subdivision Approval was requested for the Rosedale Estates Subdivision, expiring on December 16th, 2026.



Figure 2- Rosedale Estates Subdivision, Draft Approved (1988)

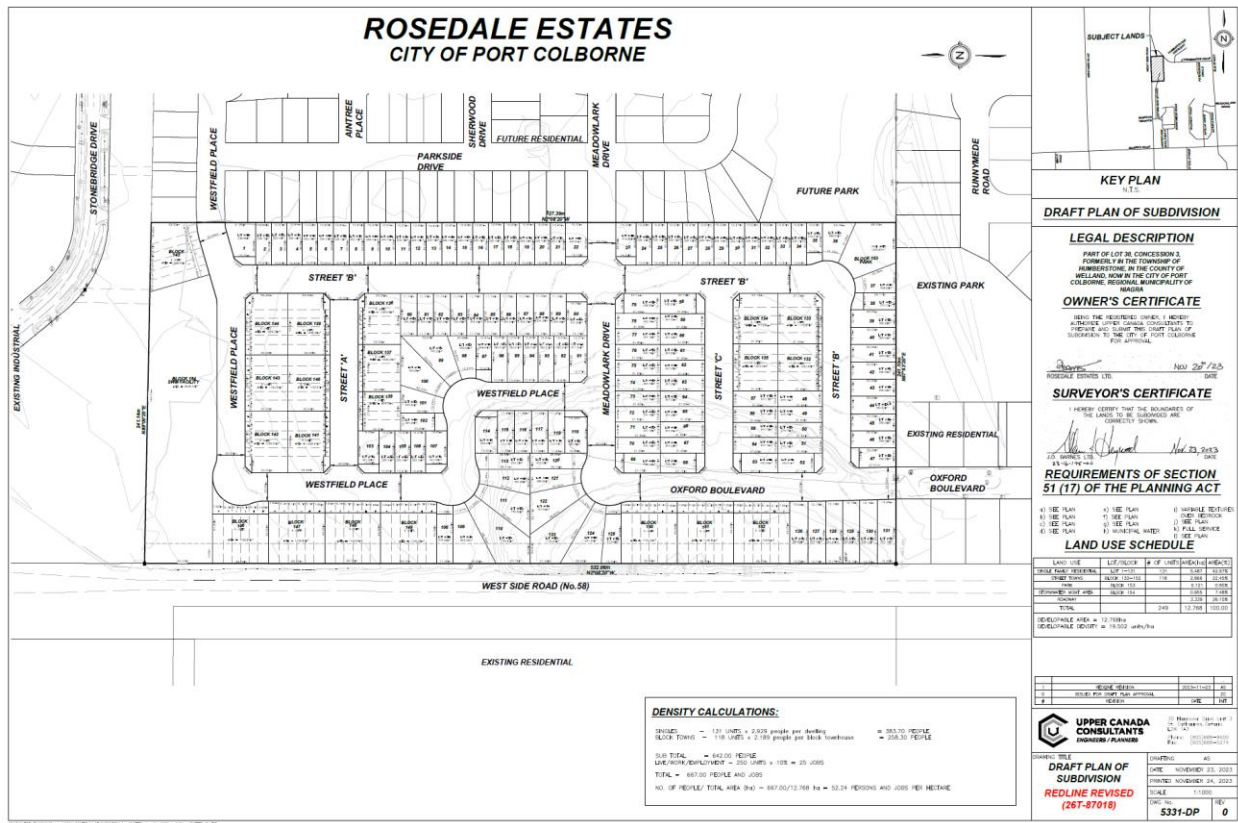


Figure 3- Rosedale Estates Subdivison, Redline Revision (2023)

Policy Context

Niagara Region Official Plan (now the City's Local Plan)

The majority of the Subject Lands lie within the “Delineated Built-up Area” of the Niagara Region Official Plan (2022), while a small portion of the northern end of the property falls within the “Designated Greenfield Area”. The Delineated Built-up Area is intended to support the creation of complete communities, with a minimum intensification target of 30%. Designated Greenfield Areas are planned to allow for the orderly, sequential, and contiguous development of a range of land uses that achieve a minimum density of 50 residents and jobs combined per hectare.

City of Port Colborne Official Plan

According to the City of Port Colborne Official Plan, the southern portion of the Subject Lands is designated “Urban Residential”, while the northern portion is designated “Industrial/Employment Area”. Lands designated as Urban Residential are intended for residential and neighbourhood commercial uses, supported by community facilities and institutional uses typically found in residential areas. In contrast, lands designated as Industrial/Employment Area are intended for employment uses, including manufacturing, warehousing, shipping, and processing uses, complemented by ancillary commercial and office uses. Residential uses are not permitted within the Industrial/Employment designation.

Schedule A1, Greenfields of the City's OP, further identifies the southern portion of the site within the “Built Boundary”, and the northern portion within the “Designated Greenfield Area”; both areas are located within the broader Urban Area Boundary of the City. Schedule B, Natural Heritage identifies a portion of the western site boundary as an “Environmental Conservation Area”, while “Fish Habitat” and “Environmental Protection Areas” are located immediately to the north and west of the site. The Subject Lands are also shown on Schedule B3, Vulnerable Aquifer Area as a “Highly Vulnerable Aquifer”, and on Schedule C, Mineral Aggregate and Petroleum Resources as a “Petroleum Resource Area”.

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

In the City of Port Colborne Zoning By-law, the Subject Lands are zoned “First Density Residential (R1)”, “Neighbourhood Commercial, Site-Specific 31 (NC-31)”, “Fourth Density Residential, Site-Specific 32 (R4-32)”, and “Public and Park (P)”. Lands zoned as R1 permit detached dwellings and accessory structures, whereas the R4-32 Zone permits denser housing types including, apartments, triplexes, fourplexes, townhomes, and detached and semi-detached dwellings. The NC-31 zone permits a range of small-scale commercial uses including convenience stores, day cares, personal service businesses, take-out restaurants, in addition to offices. The P zone permits open space and

community uses including, parks, public uses, recreational uses, cultural facilities, and conservation uses.

Discussion:

The proposed Request for an Extension to Draft Plan of Subdivision Approval has been reviewed with consideration for the relevant planning documents, including the *Planning Act*, R.S.O., 1990 (Planning Act), as amended, the Provincial Planning Statement, 2024 (PPS), the Niagara Region Official Plan, 2022 (NOP), and the City of Port Colborne Official Plan, 2013 (OP).

The following section outlines options for Council's consideration regarding the request for an extension to the Draft Plan of Subdivision approval for Rosedale Estates Subdivision. The options include:

- A. approval of the extension;
- B. refusal of the extension; or
- C. no action leading to the lapsing of the Draft Plan Approval.

A comprehensive description of each option is provided below, including the opportunities and implications of each decision.

Approval of Draft Plan of Subdivision Extension (Option A)

Council may approve the request submitted by the Applicant on September 18th, 2025, for a one-year extension to the Draft Plan of Subdivision approval for Rosedale Estates, extending the approval to December 16th, 2026. This would be consistent with previous extensions granted by the City over the past three decades. The proposed Draft Plan Extension would allow the Applicant additional time to work with City staff to address outstanding matters related to the Draft Plan of Subdivision, including conformity with the City's OP and Zoning By-law, as well as to clear conditions related to the transportation network, ongoing archaeological work, and civil engineering and environmental requirements. This may also provide the Applicant with time to revise the access from Oxford Boulevard in response to public comments, should they choose to do so.

As stated previously, the northern portion of the Subject lands is designated "Industrial/Employment Area", intended to accommodate industrial and employment uses such as manufacturing, warehousing and processing uses. Residential uses are not permitted within this designation. Accordingly, as part of the Redline Revision and Zoning By-law Amendment applications submitted to the City on December 4th, 2023, the Applicant must also submit an Official Plan Amendment to redesignate the northern portion of the Subject Lands from "Industrial/Employment Area" to an appropriate designation that permits residential development. In doing so, the Applicant must demonstrate conformity with Policy 2.8.2.5 of the PPS, which sets out the criteria for the removal of lands from an Employment Area. If Council approves the Extension to the

Draft Plan of Subdivision Approval, the Applicant can submit a concurrent Official Plan Amendment Application with the active applications for a Zoning By-law Amendment and Redline Revision.

Should Council approve the requested Draft Plan Extension, it would also provide the Applicant with additional time to complete the required studies in support of the existing Draft Plan conditions, based on the revised Draft Plan of Subdivision submitted with the 2023 Redline Application. It is generally understood based on the Cover Letter submitted by the Applicant on September 18th, 2025 (**Appendix C**) that none of the 48 conditions of Draft Plan approval have been cleared. However, the Applicant has identified that they are currently undertaking several supporting studies, including a Stage 3 Archaeological Assessment, a Land Use Compatibility Study, and a Noise Assessment, in fulfillment of several of the Draft Plan conditions. It is further understood that the Applicant has completed a Functional Servicing Report and Stormwater Management Report, including a full set of engineering drawings (servicing, grading, and erosion control plans), which will be submitted to the City in fulfillment of the applicable conditions. The detailed servicing design will require further review and approval by the City's Engineering Department. In addition, the Applicant submitted a revised Transportation Impact Study that addressed the access to the subdivision via Oxford Drive in January 2025, which has been reviewed by City staff. These comments have been included in the "Internal Consultations" section below.

As noted in the Cover Letter included in **Appendix C**, the Stage 3 Archaeological Assessment is anticipated to be completed by late summer 2026. As such, it is anticipated that the Applicant may seek a further extension to the Draft Plan of Subdivision approval in the future.

Refusal of Draft Plan of Subdivision Extension (Option B)

Since the Draft Plan of Subdivision was first approved in 1988, the Applicant has been granted several extensions in which to clear conditions over three decades, with the current lapsing date being December 16th, 2025. Given that more than three decades have passed since the original approval, there have been significant changes to both provincial and municipal planning policy that affect the design and approval process for Draft Plans of Subdivision. In response to these changes, the City updated the Draft Plan conditions in 2022 through By-law 7018/56/22 to meet more contemporary standards. Subsequently, in 2023, the Applicant submitted a Redline Revision to the Draft Plan of Subdivision and an associated Zoning By-law Amendment Application. While these revisions to address policy requirements are acknowledged, the magnitude of policy changes at both the Provincial and municipal levels—combined with the substantial revisions to the design of the Draft Plan proposed through the redline revision and the fact that none of the conditions of Draft Plan approval have yet been cleared—presents important considerations for the City when evaluating the current extension request.

Policy Changes

Since the approval of the Draft Plan of Subdivision in 1988, there have been numerous changes to the policy and regulatory framework governing the Subject Lands and the design, assessment, and approval of Draft Plans at the Provincial, Regional, and local levels.

In June 2022, the City reviewed and updated the conditions of Draft Plan Approval to ensure consistency with the policy framework in effect at that time. However, since the reissuance of the updated conditions, the Province has introduced several significant policy changes that alter the regulatory context for Draft Plans of Subdivision. These provincial changes include:

- Removing upper-tier municipalities including, Niagara Region, as the approval authority for Draft Plans of Subdivision;
- Removing the requirement for public meetings for Draft Plans of Subdivision;
- Introducing mandatory lapsing provisions for Draft Plans of Subdivision (i.e., “use it or lose it”) at the municipality’s discretion;
- Limiting third-party appeals of Draft Plan approvals; and
- Replacing the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2019) with the Provincial Planning Statement (2024), a single, province-wide policy document establishing the land use policy framework for the province.

While these provincial level changes are significant, additional regulatory changes have also occurred at the Regional and municipal levels in how Draft Plans of Subdivision are studied, designed, and approved. The Region of Niagara, the City of Port Colborne, and the Niagara Peninsula Conservation Authority have each implemented substantial policy and regulatory updates that affect the design and review of subdivisions, including how growth is allocated; the provision of a road network; servicing requirements for water, sanitary, and stormwater systems; the protection of natural heritage features; parkland dedication requirements; and the configuration of lots and blocks. As the current Draft Plan of Subdivision was approved in 1988, it has not been evaluated against current policy and regulatory standards of the City, Region, or Conservation Authority. For example, the City of Port Colborne adopted a new Official Plan on November 25, 2013, which designates the Subject Lands as “Urban Residential” and “Industrial/Employment Area.” Residential uses, such as those proposed, are not permitted within the “Industrial/Employment Area” designation. Accordingly, an Official Plan Amendment is required to redesignate the Subject Lands to an appropriate land use designation that permits residential development.

If Council were to refuse the request for an extension to the Draft Plan of Subdivision approval, the Applicant would have the opportunity to submit a new development application, including a Draft Plan of Subdivision, Official Plan Amendment, and Zoning By-law Amendment. A new application would address the outstanding policy conformity

concerns and would be reviewed under the current Provincial and municipal policy framework.

Advancement of Conditions

As part of the most recent request for a one-year extension to the Draft Plan of Subdivision approval, submitted on September 18th, 2025, staff reviewed the outstanding conditions of approval and determined that none of the 48 conditions have been cleared. Several conditions, last updated by the City in 2022, now reference incorrect or outdated requirements due to the proposed Redline Revisions to the Draft Plan, including block number references, MTO requirements from the previous access along Highway 58, and the number of residential units proposed.

The Applicant has indicated that several technical studies, including a Noise Report, Land Use Compatibility Study, and Stage 3 Archaeological Assessment, are underway; however, staff have not received any supporting documentation. The Applicant has noted that the Stage 3 Archaeological Assessment is anticipated to be completed by late summer 2026, suggesting that an additional extension request to the Draft Plan Approval may be required.

Plan Changes

Condition #1 of the Draft Plan of Subdivision approval states the following:

“That this approval applies to the Rosedale draft plan of subdivision, part of Lot 30, Conc.3 (Former Twp. Of Humberstone), City of Port Colborne, prepared by W.A. Mascoe, O.L.S., dated April 29th, 1987, and revised on May 31, 1988, showing 119 single family residential lots, two blocks of land for access reserve purposes and one block of land each for commercial, multiple family residential and park purposes, respectively.”

The Applicant has responded to this condition, indicating that minor modifications have been made to the approved Draft Plan of Subdivision through a redline revision. Although the *Planning Act* does not explicitly define “redline revisions,” such revisions are generally intended to be minor in nature—for example, adjustments to lot sizes, modifications to the radii of public roads, or the addition of reserve lands. Redline revisions are not intended to involve a redesign of an approved Draft Plan of Subdivision, such as significantly altering the location or alignment of roads or accesses, making large increases in the number of lots, or adding or removing uses. As illustrated in **Figure 2**, the changes to the approved Draft Plan of Subdivision proposed through the Redline Revisions include the following:

- An increase in the residential units from 119 residential units and one multi-residential block (a total of 176 units) in 1988 to 131 single-detached dwelling units and 118 street townhomes (total of 249 units) in 2022;

- The addition of a Stormwater Management Block in the Draft Plan of Subdivision from 2022, whereas one was not provided in the Draft Plan of Subdivision from 1988;
- Revisions to the internal local road network including, the location and alignment of the roads;
- Elimination of the access along Highway 58;
- Reduction in the Parkland Block from 0.65 hectares in 1988 to 0.12 hectares in 2022; and,
- Elimination of the Commercial Block that was provided in the Draft Plan of Subdivision from 1988.

The proposed redline revisions represent significant changes to the Approved Draft Plan of Subdivision, such that the preparation of a new Draft Plan of Subdivision was needed and submitted to the City, rather than a traditional marked-up version (i.e. redline revision).

Summary

Given the substantial Provincial and municipal policy and regulatory changes that have occurred since the approval of the Draft Plan in 1988, the lack of clearance of any of the conditions of Draft Plan Approval, and the number and breadth of proposed changes to the design of the Draft Plan of Subdivision—requiring the Applicant to submit concurrent OPA and ZBA applications,—a further extension to the Draft Plan of Subdivision is not appropriate. If Council were to refuse the Draft Plan of Subdivision extension, this decision would render the 1988 Draft Plan Approval inapplicable, and the Applicant would be required to submit a new application. This would provide the Applicant with the opportunity to update the design of the Draft Plan of Subdivision to meet contemporary design standards and current provincial and municipal policy frameworks, including conformity with the City's Official Plan and Zoning By-law. This would also allow the City to confirm all new application requirements and associated fees so that the City staff could then review the new Draft Plan of Subdivision comprehensively and work collaboratively with the Applicant to ensure that the plan and its conditions of approval appropriately address current technical, policy, and design requirements.

Lapsing of Draft Plan of Subdivision Approval (Option C)

Council also has the option to take no action on the Draft Plan of Subdivision Extension requested by the Applicant on September 18th, 2025. This would result in the Draft Plan of Subdivision Approval made in 1988 lapsing on December 16th, 2025. Consequently, the Redline Revision to the Draft Plan of Subdivision application submitted in 2023, would no longer be applicable, as the underlying Draft Plan approval would have lapsed.

If the Draft Plan of Subdivision approval lapses, the Applicant would be required to submit for a pre-consultation and subsequently submit a new application for a Draft Plan of Subdivision, OPA, and ZBA, as set out in the option for refusal above.

Internal Consultations:

City of Port Colborne, Development Services

Development Services has no further comments on the Rosedale Estates Draft Plan of Subdivision Extension.

Sanitary flows for the subdivision will outlet to the Industrial Pump Station which, has capacity to accommodate the sanitary needs of the future Subdivision within that catchment area. Water pressure for the catchment area is sufficient to accommodate the needs of the Subdivision. Stormwater management needs will be met through the stormwater management pond provided through the Draft Plan that will service both Meadow Heights and Rosedale.

The City has reviewed the most recent Transportation Impact Study prepared by RVA, submitted on January 17, 2025, in support of the Draft Plan of Subdivision. The internal road network is proposed to consist entirely of local roadways with 20.0-metre-wide cross-sections, which meets the City's minimum standards. The detailed roadway design will be completed as part of the Draft Plan of Subdivision conditions and will ensure that adequate turning radii, sidewalks, and internal pedestrian connections to amenities are provided. Access to the Subdivision will be provided from extensions to existing roads including, Westfield Place, Meadowlark Drive, and Oxford Boulevard. Based on the City's review, the proposed road network and intersections have sufficient capacity to accommodate the anticipated traffic generated by the Subdivision, with no capacity modifications required.

Niagara Region

Niagara Region issued comments on the proposed Redline Revisions to the Draft Plan of Subdivision on January 10, 2024. The Region identified the following comments:

- **Density-** The proposed development meets the Region's minimum intensification targets for the Delineated Built-up Area and the minimum density for a Designated Greenfield Area.
- **Archaeological Potential-** As the Subject Lands have been identified as an area of archaeological potential in the City's Official Plan and through Stage 1 and 2 Archaeological Studies, no demolition, grading, or site servicing is permitted prior to receiving confirmation from the Ministry of Citizenship and Multiculturalism that all resource requirements have been satisfied. This requirement is included as a condition of Draft Plan Approval.
- **Land Use Compatibility-** As part of the Draft Plan conditions, a Land Use Compatibility and Noise Impact Study is required due to the proximity of the proposed development to the Loyalist Industrial Park and Port Colborne West Transshipment Terminal Regional Employment Area. These studies must comply with MECP NPC-300 and D-series guidelines.

- **Natural Environment-** At the time of the Draft Plan Extension approval on November 22, 2022, the Region determined that additional environmental studies would not be required in support of the proposed Draft Plan of Subdivision.
- **General Site Servicing-** The Region notes that servicing works will be under the jurisdiction of the City of Port Colborne. As a condition of Draft Plan Approval, the Applicant is required to obtain the necessary approvals for the new municipal infrastructure through the City's consolidated Linear ECA.
- **Stormwater Management** – The stormwater management plan proposes a wet pond to control water quality and quantity prior to discharge to the future storm sewer from the Meadow Heights Subdivision to Beiderman Drain. The plan relies on the Meadow Heights development to provide the storm outlet. Region staff have no objection to the SWM plan, noting that the SWM and engineering plan details remain subject to review and approval to ensure that local infrastructure requirements are adequately addressed.
- **Waste Collection-** The Draft Plan of Subdivision was reviewed for the potential provision of Regional curbside waste collection services. Region staff note that the single-detached lots and townhomes along the future municipal streets will be eligible for Regional curbside waste collection services.

Niagara Peninsula Conservation Authority

The draft conditions approved in 2022 require NPCA clearance on items 16-21,25-30 & 45.

Canadian Niagara Power Inc.

No concerns with proposed Draft Plan of Subdivision.

Enbridge

No concerns with proposed Draft Plan of Subdivision.

Ministry of Transportation

The Subject Lands are located within the MTO Permit Control Area for Highway 58.

Financial Implications:

Table 2 below summarizes the application fees applicable to each option presented to Council. Scenario 1 includes the fees required to extend the existing approval of the Draft Plan of Subdivision. Scenario 2 includes the fees required to submit a new application, if Council Rejects the Extension of Draft Plan Approval or the Draft Plan of Subdivision Approval lapses.

#	Scenario	City Fees	Niagara Region Fees	NPCA Fees
1	Extend Draft Plan of Subdivision Approval Concurrent Applications Needed: <ul style="list-style-type: none"> Redline Revision Official Plan Amendment Zoning By-law Amendment 	Extension of DPOS Approval- \$1,900 Redline Revision- \$8,500 OPA- \$12,300 ZBA- \$13,700	Extension of DPOS Approval- \$2,775 Redline Revision- \$1,925 OPA- \$4,775 ZBA- \$2,500	Extension of DPOS Approval- \$2,260 Redline Revision- \$1,130 OPA- \$6,893 ZBA- \$6,893
2	Refuse Draft Plan of Subdivision Approval, Approval Lapses Need to submit new Draft Plan of Subdivision, Official Plan Amendment, and Zoning By-law Amendment Application	DPOS Approval- \$15,650 + \$55.00 per lot/block OPA- \$12,300 ZBA- \$13,700	DPOS Approval- \$1,790 + \$790/hectare OPA- \$4,775 ZBA- \$2,500	DPOS Approval- \$7,684 OPA- \$6,893 ZBA- \$6,893

Table 2: Application Fees

Public Engagement:

A Statutory Public Meeting for the proposed Redline Revision to the Draft Plan of Subdivision and the Zoning By-law Amendment Application was held on January 9, 2024. The Public Meeting Report (Report 2024-08) is included in **Appendix B**. Notice of the Public Meeting was mailed to property owners within 120 metres of the Subject Lands. Several members of the public attended the public meeting and delegated or submitted comments on the proposal. The following section outlines the major themes from the comments received at the Statutory Public Meeting:

- Concerns regarding direct access to the development through Oxford Boulevard, particularly issues with safety, volume of traffic, and noise.
- Concerns with impacts to servicing of existing homes.
- The need for separation between Oxford Park and the proposed parkland block.
- Questions about how the parkland will be programmed
- Loss of rural neighbourhood character.
- Concern about increase in residential density from approved 1988 subdivision, to current proposal.

Strategic Plan Alignment:

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

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

Conclusion:

This Recommendation Report provides Council with information regarding the request for an extension to the Draft Plan of Subdivision approval for Rosedale Estates. Three options have been outlined for Council's consideration including, approval of the extension, refusal of the extension, or allowing the Draft Plan of Subdivision approval to lapse. Each option is accompanied by a corresponding rationale and set of implications. Should Council not direct staff to pursue Option A or B, or Council chooses to take no action, the subdivision will automatically lapse on December 16, 2025.

Given the significant changes to provincial and municipal policy since the original 1988 approval, which have resulted in policy conformity issues; the lack of clearance of any of the Draft Plan conditions; and the extent of modifications proposed through the Redline Revisions, a further extension is not appropriate. The Applicant is encouraged to submit for a pre-consultation meeting with staff and to subsequently submit a new Draft Plan of Subdivision application, together with concurrent Official Plan Amendment and Zoning By-law Amendment applications, to bring the designation and zoning of the Subject Lands into conformity with the City's current policy framework. This approach would allow City staff to work collaboratively with the Applicant to develop a subdivision design that aligns with contemporary policy and regulatory standards and to establish updated conditions of approval that reflect current best practices.

Appendices:

- a. Draft Plan of Subdivision Conditions, Rosedale Estates Subdivision (1988, updated in 2022)
- b. Public Meeting Report, 2024-08, City of Port Colborne (January 9, 2024)
- c. Status of Draft Plan of Subdivision Conditions, Rosedale Estates Subdivision, Submitted by the Applicant (September 2025)

Respectfully submitted,

Erik Acs
Chief Planner
905-228-8117
erik.acs@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to amend by-law 7050/87/22
being a by-law to set a lapsing date of draft plan approval
for Rosedale Subdivision

Whereas the Council of The Corporation of the City of Port Colborne passed By-law 5991/97/13 to give Draft Plan approval to August 12, 2015; and

Whereas on July 13th, 2015 the Council of The Corporation of the City of Port Colborne extended Draft Plan approval to August 12, 2017; and

Whereas on June 26th, 2017 the Council of The Corporation of the City of Port Colborne extended Draft Plan approval to August 12, 2019;

Whereas on July 8th, 2019 the Council of The Corporation of the City of Port Colborne passed By-law 6702/66/19 which extended Draft Plan approval to August 12, 2020;

Whereas on July 27th, 2020 the Council of The Corporation of the City of Port Colborne passed By-law 6808/58/20 which extended Draft Plan approval to August 12, 2022;

Whereas on August 9th, 2022 the Council of the Corporation of the City of Port Colborne passed By-law 7018/56/22 which extended Draft Plan approval to December 16, 2022;

Whereas on December 13, 2022 the Council of the Corporation of the City of Port Colborne passed By-law 7050/87/22 which extended Draft Plan approval to December 16, 2024.

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

1. That a draft approval lapsing date of December 16th, 2025 be set for the Rosedale Plan of Subdivision.
2. That Schedule A to this by-law form the list of conditions of draft approval for the Rosedale Plan of Subdivision.

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

William C. Steele
Mayor

Charlotte Madden
City Clerk

ROSEDALE PLAN OF SUBDIVISION
1988 CONDITIONS WITH 2022 REVISIONS

The conditions for final approval and registration of the Rosedale (Revised) plan of subdivision, R. Rotella, File No. 26T-87018, Part of Lot 30, Conc. 3, City of Port Colborne are:

1. That this approval applies to the Rosedale draft plan of subdivision, Part of Lot 30, Conc. 3 (Former Twp. of Humberstone), City of Port Colborne, prepared by W.A. Mascoe, O.L.S., dated April 29th, 1987, and revised on May 31, 1988, showing 119 single family residential lots, two blocks of land for access reserve purposes and one block of land each for commercial, multiple family residential and park purposes, respectively.
2. That the road allowances within the draft plan be dedicated as public highway.
3. That the proposed streets be named to the satisfaction of the City of Port Colborne.
4. That any dead end streets and open sides of road allowances within the draft plan be terminated in 0.3m (1ft) reserves to be conveyed to the City of Port Colborne.
5. That a temporary point of ingress to and egress from the plan site be provided to the satisfaction of the City of Port Colborne until such time as adjacent residential lands are developed.
6. That all easements required for utility or drainage purposes be granted to the appropriate authority.
7. That the owner dedicate those lands shown as Block 'B' on the revised draft plan to the City of Port Colborne for park purposes pursuant to the provisions of Section 50(5)(a) of the Planning Act, 1983.
8. That the final plan may incorporate minor design revisions requested by the City of Port Colborne which may result in changes to the width or area of some lots but which shall not include a change in the total number shown on the draft approved plan.
9. That development of the subdivision be phased to the satisfaction of the City of Port Colborne and that provision for such phasing be included in the subdivision agreement between the owner and the City.

10. That the owner agrees in writing to satisfy all requirements, financial or otherwise, of the City of Port Colborne concerning the provision of roads, installation of services, drainage, and all other matters related to the development of the subject site.
11. That the subdivision agreement between the owner and the City of Port Colborne be registered by the municipality against the land to which it applies as provided for pursuant to Section 50(6) of the Planning Act, S.O. 1983.
12. That the design for the water distribution system intended to service the draft plan area be submitted to the City of Port Colborne for review and approval.
13. That prior to final approval for registration of this plan of subdivision, the owner shall submit the design drawings, with calculations, for the sanitary and storm drainage systems required to service this development and obtain Ministry of the Environment, Conservation and Parks (MECP). Compliance Approval under the Transfer of Review Program.

Note: Under the MECP Transfer of Review Program, general sanitary and storm systems are reviewed. Any specialized systems and/or stormwater management will require direct application to the MECP office in Toronto. Please note that any additional approvals required from any other agency (NEC, NPCA, MTO, etc.) as part of the application must be obtained prior to submission of the ECA application. The developer should discuss any items with an engineering consultant.

14. That prior to approval of the final plan or any on-site grading, the owner submit to the Regional Planning and Development Services Department (Development Services Division) for review and approval a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of Environment documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991:
 - (a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and,
 - (b) Detailed erosion and sedimentation control plans.
15. That the owner enters into an agreement with the Regional Municipality of Niagara and assumes their portion of the cost to construct the sanitary sewer to the Industrial Pumping station as a result of this development.
16. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 98 and 99 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the 184 metre (G.S.C. Page 110 of 250) the top of the bank.

17. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lot 100 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the rear lot line for Lot 100 as shown on the revised draft plan as being the top of the bank.
18. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 101 to 106 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose Authority has defined the 189 meter (G.S.C.) contour as being the top of the bank.
19. That a 7.6 meter (25 foot) setback be maintained from the toe of the escarpment for all structural development on Lots 80 to 83 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority.
20. That the owner submit a grading plan showing existing and final contours and erosion controls to be undertaken where necessary to the Niagara Peninsula Conservation Authority for their review and approval.
21. That the subdivision agreement between the owner and the City contain wording whereby the owner agrees to undertake the development setback and grading requirements of the Niagara Peninsula Conservation Authority as specified above, to the satisfaction of the agency.
22. That the owner provides a written acknowledgement to the Regional Planning and Development Services Department (Development Service Division) that draft approval of this subdivision does not include a commitment of serving allocation by the Regional Municipality of Niagara as this servicing allocation will be assigned at the time of final approval of the subdivision for registration purposes.
23. That the owner shall provide the Regional Planning and Development Services Department (Development Services Division) with a written undertaking stating that all offers and agreements of purchase and sale, which may be negotiated prior to registration of the subdivision, shall contain a clause that servicing allocation will not be assigned until the plan is granted final approval for registration, and a similar clause be inserted in the subdivision agreement between the owner and the City of Port Colborne.
24. That in order to provide for Regional curbside collection of waste the owner shall comply with any applicable Regional policies relating to the collection of waste and ensure that all streets and development blocks can provide a through access.
25. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 98 and 99 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the 184 meter (G.S.C.) contour as being the top of the bank.

26. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lot 100 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the rear lot line for Lot 100 as shown on the revised draft plan as being the top of the bank.
27. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 101 to 106 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the 189 meter (G.S.C.) contour as being the top of the bank.
28. That a 7.6 meter (25 foot) setback be maintained from the toe of the escarpment for all structural development on Lots 80 to 83 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority.
29. That the owner submit a grading plan showing existing and final contours and erosion controls to be undertaken where necessary to the Niagara Peninsula Conservation Authority for their review and approval.
30. That the subdivision agreement between the owner and the City contain wording whereby the owner agrees to undertake the development setback and grading requirements of the Niagara Peninsula Conservation Authority as specified above, to the satisfaction of that agency.
31. That prior to approval of the final plan, the owner prepare and submit to the satisfaction of the Ministry of Transportation a traffic report indicating anticipated peak hour turning volumes at the Highway 58 access to the subdivision site.
32. That prior to approval of the final plan, the owner enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to be responsible for all costs associated with improvements which may be required to Highway 58 and its intersection with the public road access to the subdivision site.
33. That the owner convey a 0.3m (1ft) reserve to the Ministry of Transportation along the Highway 58 frontage of the subdivision site to the satisfaction of that agency.
34. That prior to approval of the final plan, the owner prepare and submit to the Ministry of Transportation for review and approval a drainage plan and report outlining the intended treatment of the calculated run-off from the plan site insofar as it may affect the Highway 58 right-of-way.
35. That prior to approval of the final plan, the owner shall submit to the Regional Planning and Development Services Department (Development Services Division) for the review and approval a detailed noise impact study assessing potential noise impacts from Highway 58 and the adjacent Loyalist Industrial Park for the proposed development and recommending mitigation measures to meet the applicable

MECP noise guidelines.

36. That the subdivision agreement between the owner and the City of Port Colborne contain provisions whereby the owner agrees to implement the approved mitigation measures recommended by the noise impact study referred to in the condition above.
37. That prior to any grading or construction on the subdivision site, the owner carry out an examination of the site to the satisfaction of the Ministry of Natural Resources to ascertain if previous drilling activity for gas resources poses a potential hazard to existing and subsequent land owners.
38. That prior to any grading or construction on the subdivision site, the owner identify and if necessary replug any gas wells on the site to the satisfaction of the Ministry of Natural Resources and Forestry.
39. That prior to approval of the final plan, the owner demonstrate to the satisfaction of the Ministry of Natural Resources that adequate provisions have been made for the elimination of any on-site hazards related to any abandoned gas wells within the subdivision site.
40. That prior to approval of the final plan, the owner shall submit to the Regional Planning and Development Services Department (Development Services Division) for review and approval a Stage 1 Archaeological Assessment to address the registered archaeological sites on the subject lands. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter of compliance from the Ministry of Tourism, Culture and Sport through the Regional Planning and Development Services Department (Development Services Division) conforming that all archaeological resource concerns have met licensing and resource conservation requirements.”
41. That prior to approval of the final plan, the owner submit a Stage 3 Archaeological Assessment, prepared by a licensed archaeologist (and if required, Stage 4 archaeological assessments) to the Ministry of Citizenship and Multiculturalism (MCM) and receive an acknowledgement letter from MCM (copied to Niagara Region) confirming that all archaeological resource concerns have met licensing and resource conservation requirements prior to any development on the site. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the Ministry through Niagara Region confirming that all archaeological resource concerns have met licensing and resource conservation requirements.
42. That prior to approval of the final plan, the owner shall submit to the Region’s Planning and Development Services Department a land use compatibility study, prepared in accordance with the Ministry of the Environment, Conservation and Parks (MECP) D-Series Guidelines and endorsed by a qualified professional for review and approval. The study should assess existing and potential land use

compatibility issues between the development and the Loyalist Industrial Park and Port Colborne West Transshipment Terminal Employment Area, as identified in the Niagara Official Plan. The land use compatibility study may be subject to peer review, at the sole expense of the owner.

43. That prior to the approval of the final plan, Conditions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 35 and 36 have been carried out to the City's satisfaction.

The clearance letter from the municipality shall include a brief and complete statement for each condition indicating how each has been satisfied or carried out.

44. That prior to the approval of the final plan, the City of Port Colborne is to be satisfied that Conditions 12, 13, 14 and 15 have been met.
45. That prior to the approval of the final plan, the City of Port Colborne is to be advised by the Niagara Peninsula Conservation Authority that Conditions 16, 17, 18, 19, 20 and 21 have been carried out to its satisfaction.
46. That prior to the approval of the final plan, the City of Port Colborne is to be advised by the Ministry of Transportation that Conditions 31, 32, 33 and 34 have been carried out to its satisfaction.
47. That prior to the approval of the final plan, the City is to be advised by the Ministry of Natural Resources that conditions 37, 38 and 39 have been carried out to its satisfaction.
48. That is final approval is not given to this plan within four years of the draft approval date, and no extensions have been granted, draft approval shall lapse. If the owner wishes to request an extension to the draft approval period, a written explanation is required, together with a resolution from the local municipality which must be received by the Region prior to the lapsing date.



Subject: Public Meeting Report for Draft Plan Redline Revision and Zoning By-law Amendment for Rosedale Estates

To: Council - Public Meeting

From: Development and Legislative Services Department

Report Number: 2024-08

Meeting Date: January 9, 2024

Recommendation:

That Development and Legislative Services – Planning Division Report 2024-08 be received for information.

Purpose:

The purpose of this report is to provide Council with information regarding applications submitted by Joe Tomaino of Upper Canada Consultants on behalf of the owners Rosedale Estates Limited for proposed redline revisions to the existing Rosedale Estates Draft Plan of Subdivision and an associated Zoning By-law Amendment. The property is legally known as Lot 30, Concession 3, and is municipally known as 100 Oxford Boulevard (or Rosedale Estates).

Background:

Applications for a Zoning By-law Amendment and for redline revisions to the existing Draft Plan of Subdivision were submitted by Upper Canada Consultants on December 4, 2023, and subsequently deemed complete on December 19, 2023. The proposal consists of a reconfiguration of the existing draft plan of subdivision to allow for an increase in density through the allocation of additional townhouse lots. The following reports and studies have been submitted to inform the application and proposed development of the lands: Proposed Draft Plan of Subdivision, Planning Justification Report (PJR), Functional Servicing Report (FSR), Traffic Impact Study (TIS), and Draft Zoning By-law Amendment.

The proposed redline revision to the approved Draft Plan of Subdivision includes 131 single-detached dwelling lots and 118 street townhouses (total of 249 units), representing an increase from the currently approved 119 single-detached lots and 57 apartment units (176 units).

The Zoning By-law Amendment proposes to amend Zoning By-law 6575/30/18 to rezone the subject lands from First Density Residential (R1), Public and Park (P), Neighbourhood Commercial (NC-31), and Fourth Density Residential (R4-32) to a site-specific Third Density Residential (R3) and Public and Park (P) zone. The site-specific amendment proposes to include special provisions which would permit reductions to the minimum lot frontages, lot areas, front and side yard setbacks, and landscaped area.

Internal Consultations:

The application was circulated internally to applicable departments and agencies on December 18, 2023, and the following comments have been received as of the date of preparing this report:

Canadian Niagara Power (CNPI)

No concerns with this application.

Port Colborne Fire Department

No concerns with this application.

Public Engagement:

Notice of the Public Meeting was circulated in accordance with Section 34 of the *Planning Act*. Notice was mailed to property owners within a 120-metre (393.7-foot) radius of the subject property as of December 20, 2023. As of the date of preparing this report, no comments from the public have been received.

Discussion:

These applications will be reviewed with consideration of applicable policies in the *Provincial Policy Statement (2020)*, *A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2019)*, the *Niagara Official Plan (2022)*, the *City of Port Colborne Official Plan* and the *City of Port Colborne Comprehensive Zoning By-law 6575/30/18*.

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The subject lands are within a

“settlement area” according to the PPS. According to the PPS, settlement areas are to be the focus of growth and development and land use patterns shall be based on densities and a mix of land uses that should efficiently use land and resources.

The Growth Plan also directs development to settlement areas. The subject parcel is located within a settlement area as well as predominantly in the delineated built-up area, with a small portion being located designated greenfield area. Development within built-up areas and designated greenfield areas is to be planned, designated, zoned, and designed in a manner that: supports the achievement of complete communities, supports active transportation, and encourages integration and sustained viability of transit services.

The Niagara Official Plan (NOP) designates the subject lands as within the “Urban Area Boundary” and predominantly within the “Delineated Built-Up Area” and partially within the “Designated Greenfield Areas”. Policies within the NOP generally encourage development within the Urban Area and Greenfield Areas provided the development builds a compact, mixed use, transit supportive, active transportation friendly community. A density target of 50 people and jobs per hectare is targeted for Greenfield development. Chapter 2 of the NOP sets out specific policies for the above and will be used to assess the application when a recommendation report is brought forward at a future date.

City of Port Colborne Official Plan

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

Additionally, the land is within the Built Boundary and Designated Greenfield Area, based on Schedule A1 of the OP. Policies within sections 2.4.3, 2.4.4 and 3.2.1 of the Official Plan will be used to assess the application when a recommendation report is brought forward to a future meeting of council. The sections provide policy direction on lands within the built boundary, greenfield areas as well as the general policies of the Urban Residential designation.

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

The Zoning By-law Amendment proposes to amend Zoning By-law 6575/30/18 to rezone the subject lands from First Density Residential (R1), Public and Park (P), Neighbourhood Commercial (NC-31), and Fourth Density Residential (R4-32) to a site-specific Third Density Residential (R3) and Public and Park zone (P). The site-specific amendment proposes to include special provisions requesting reductions to the minimum lot frontages, lot areas, front and side yard setbacks, and landscaped area. The following site-specific amendments to the R3 zone are proposed:

Table 1: Site-specific Third Density Residential (R3) zone		
Detached Dwelling Provisions		
Regulation Type	Existing R3 Zone Regulation	Proposed R3-XX Zone Regulation
Minimum Lot Frontage	12 metres	10.9 metres
Minimum Corner Lot Frontage	15 metres	12.7 metres
Minimum Lot Area	400 square metres	300 square metres
Minimum Front Yard	6.5 metres	6 metres
Minimum Corner Side Yard	3.5 metres	3 metres
Maximum Lot Coverage	50%	N/A
Minimum Landscaped Area	25%	20%
Street Townhouse Dwelling Provisions		
Minimum Lot Area	0.02 hectares	0.018 hectares
Minimum Front Yard	7.5 metres	4.5 metres front face of dwelling, 6 metres from garage
Minimum Interior Side Yard	3 metres	1.5 metres
Minimum Corner Side Yard	4.5 metres	4 metres
Minimum Landscaped Area	25%	20%

Redline Revision to Draft Plan of Subdivision

As referenced previously, the proposed redline revision to the draft plan proposes to revise the approved Draft Plan of Subdivision to contain 131 single-detached dwelling lots and 118 street townhouses (total of 249 units), representing an increase from the currently approved 119 single-detached lots and 57 apartment units (176 units).

However, in addition to the above, a major component of this redline revision is related to a servicing solution for not only the Rosedale Estates subdivision, but also the

adjacent Meadow Heights subdivision to the east. Recently, the Rosedale Estates lands were acquired by Rosedale Estates Limited. Typically, ownership is not something that is paramount to a land use planning application; however, in this case, staff find it important to note that both Rosedale Estates and the adjacent Meadow Heights are under the same ownership group. Being under the same ownership group, this allows the development of the lands to move forward harmoniously. The owners/applicant have also been in discussions with landowners to the north to secure necessary servicing easements to bring water, sanitary and stormwater flows north to Stonebridge Drive. There are significant benefits to bringing these services through to Stonebridge Drive. For water, providing a watermain loop will enhance the supply of domestic water. For sanitary, bringing the sanitary outlet north to Stonebridge Drive will allow the sanitary flows from Rosedale Estates and a large portion of Meadow Heights to be directed to the Industrial Sewage Pumping Station (SPS), rather than south to Oxford SPS, Steele Street SPS, and eventual Omer Avenue SPS, which will alleviate additional flows from entering the Omer Avenue sewershed. And finally, for stormwater, directing the outlet to the north allows the development to tie into the Biederman Drain.

Adjacent Zoning and Land Use

The lands surrounding the proposed development are zoned Light Industrial (LI) to the north, Second Density Residential (R2) to the east, First Density Residential (R1) to the south, and Residential Development (RD) to the west. An excerpt from the A8 zoning schedule has been provided below. The subject lands have been identified in red.

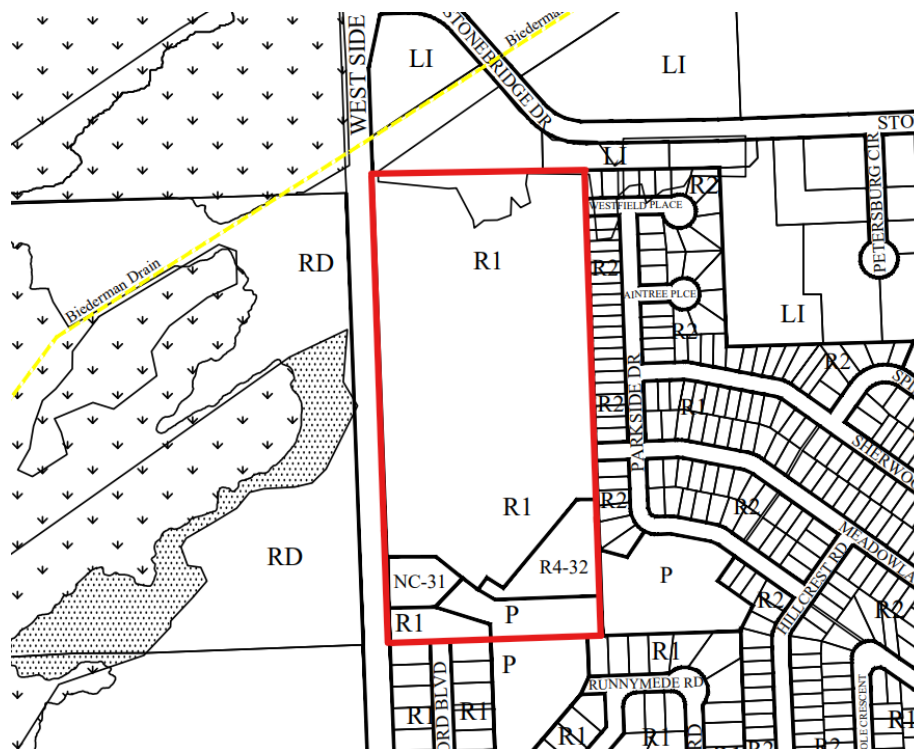


Figure 1: Excerpt from Zoning Schedule A8 (subject lands in red)

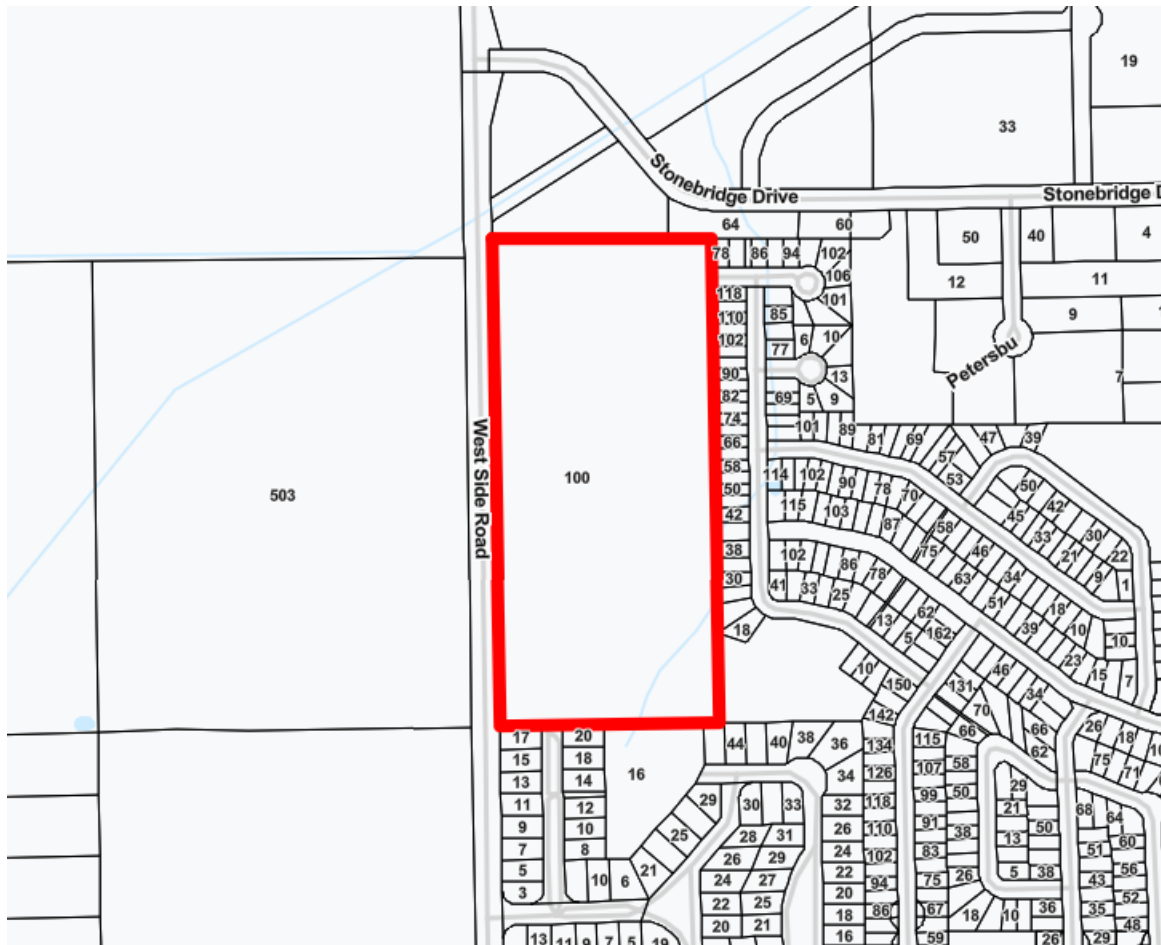


Figure 2: Location of Subject Lands (shown in red)

Financial Implications:

As this report is for information purposes, there are no financial implications at this time. However, staff would like to note that Council has 90 days to render a decision on a Zoning By-law Amendment application before application fees are required to be refunded to the applicant. For this application, the 90-day timeframe ends on March 3, 2024. As of the date of this Public Meeting (January 9, 2024), 36 days will have passed.

Strategic Plan Alignment:

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

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

Conclusion:

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

Appendices:

- a. Proposed Redline Revisions to Draft Plan
- b. Planning Justification Report

Prepared by,

David Schulz, BURPI, MCIP, RPP
Senior Planner
(905) 835-2900 x202
david.schulz@portcolborne.ca

Respectfully submitted,

Denise Landry, MCIP, RPP
Chief Planner
(905) 835-2900 x203
denise.landry@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.

September 18, 2025

UCC File No. 5331

Via E-mail to: Erik.Acs@portcolborne.ca

To: Erik Acs
Chief Planner
City of Port Colborne
66 Charlotte Street
Port Colborne ON L3K 3C8

**Re: Request for One Year Extension to Draft Plan of Subdivision Approval
Rosedale Subdivision – 26T-87018 (East Side of Highway 58)**

We are writing to request an extension to Draft Plan of Subdivision Approval for the Rosedale Subdivision for a period of **one (1) year**. Draft Approval was extended for a one (1) year period by Council on December 9th, 2024 (attached email) The lapsing date for Draft Approval is **December 16th, 2025**.

As you are aware, Upper Canada Consultants has been actively working on securing the necessary approvals to develop housing on the Rosedale Site for many years. Application for a redline revision to the Draft Plan approved Rosedale Estate Subdivision was submitted. A Statutory Public Meeting under the *Planning Act* was held January 9, 2024 for the Draft Plan Redline Revision and Zoning By-law Amendment. To date Council has not decided on these applications. It was indicated by David Schulz on December 10, 2024 that a decision on these applications would be made before the lapsing date of December 16, 2025.

On January 17, 2025 a revised TIS was submitted as requested by planning staff.

Why the site has not developed

The owner, Rosedale Estates Ltd. (Robbie Khanna), is also part of the same ownership group of the lands to the east, known as the Meadow Heights Subdivision (Ray Khanna), which is fully approved and registered. It is advantageous that these adjacent lands have the same ownership group, as due to unforeseen changes that have occurred over the past few years, the Rosedale Estates Subdivision cannot advance prior to Meadow Heights Subdivision.

Benefits of the Same Ownership Group

The rules regarding road connections to Highway 58 have changed over time. The Ministry of Transportation no longer permits the road connection to Highway 58 as seen in the previously approved Rosedale Plan. Accordingly, there is a need for an alternative second road connection for the Rosedale Subdivision. This has created an interdependency with the Meadow Heights Subdivision immediately to the east, as Meadow Heights must be developed before Rosedale Estates, in order to secure a second road connection. Meadow Heights includes an extension of both Meadowlark Drive and Westfield Place that once fully constructed, will provide two more accesses to the Rosedale Subdivision. As development within Meadow Heights progresses along Meadowlark Drive and Westfield Place towards Rosedale Subdivision, the development in Rosedale Subdivision becomes more imminent.



As these abutting subdivisions have the same ownership group, they will be developed in tandem, which will decrease the cost of servicing. Throughout the development process resources will be shared, and progress will continue swiftly, as the new owner would like to proceed with development as soon as possible.

What has been done to advance the development

Considerable work has been done over the years to advance the Rosedale Subdivision towards registration and to clear conditions of Draft Plan Approval. This has been done at a considerable expense to the previous owner. This work has included detailed civil design for the sanitary and storm systems. More recently an updated Traffic Impact Study has been completed and is included with the Zoning By-law Amendment application submission. Archeological work continues and should be completed by the end of summer 2026. Additional studies including a Land Use Compatibility Review and Noise Assessment are in progress to address conditions # 35, 36 & 42. Attached to this letter is an update regarding the status of each condition.

Due to changes to Provincial, Regional and Port Colborne policy over the years as well as the sale of the lands where the sewer outlet is located, these studies and the design of the subdivision needed to be updated. UCC has been retained to ensure the necessary requirements are completed, and approval is granted.

Our Request

We request a one (1) year extension to the Draft Plan Approval for the Rosedale Subdivision. This extension is required in order to permit the new redline Draft Plan of Subdivision, to implement the proposed development. This will allow conditions to be carried forward and to be cleared as per the updated plan.

We would appreciate a one (1) year extension, as it is extremely important to Mr. Robbie Khanna that the Rosedale Plan retains Draft Plan Approval as it moves forward through the redline revision process. A concerted effort has been shown, and since the lands have changed ownership significant progress has been made.

We look forward to working collaboratively working with City Staff to bring this Draft Approved plan to final registration. We thank you for your time and consideration of this request and look forward to proceeding with this development.

Yours very truly,

Joseph M. Tomaino MCIP, RPP
Senior Planner
Upper Canada Consultants

CC: Robbie Khanna, Rosedale Estates Ltd.



Draft Plan of Subdivision Conditions (1988 with 2022 updates):

1. That this approval applies to the Rosedale draft plan of subdivision, part of Lot 30, Conc.3 (Former Twp. Of Humberstone), City of Port Colborne, prepared by W.A. Mascoe, O.L.S., dated April 29th, 1987, and revised on May 31, 1988, showing 119 single family residential lots, two blocks of land for access reserve purposes and one block of land each for commercial, multiple family residential and park purposes, respectively.

A redline revision has been requested, therefore, minor modifications have been made to the original Rosedale Draft Plan of Subdivision. An M-Plan and R-Plan will be included in the final approval submission.

2. That the road allowances within the draft plan be dedicated as public highway.

A Draft M-Plan prepared by JD Barnes Ltd. for the dedication of the road allowances will be included in the final approval submission.

3. That the proposed streets be named to the satisfaction of the City of Port Colborne.

A Draft M-Plan prepared by JD Barnes Ltd. illustrating the proposed street names to the satisfaction of the City of Port Colborne will be included in the final approval submission.

4. That any dead end streets and open sides of road allowances within the draft plan be terminated in 0.3m (1ft) reserves to be conveyed to the City of Port Colborne.

As per the redline draft plan and change in ownership, there are no longer any dead end street or open sides of road allowances, this will be illustrated in the Draft M-Plan prepared by JD Barnes Ltd.

5. That a temporary point of ingress to an egress from the plan site be provided to the satisfaction of the City of Port Colbornes until such time as adjacent residential lands are developed.

The adjacent residential lands are to be serviced in tandem with this proposed development and the adjacent development (Meadow Heights) provides the accesses into Rosedale Estates, therefore a temporary point of ingress and egress are not required.

6. That all easements required for utility or drainage purposes be granted to the appropriate authority.

All easements required for utility or drainage purposes will be included on the Draft R-Plan prepared by JD Barnes and included in the the final approval submission.

7. That the owner dedicate those lands shown as Block 'B' on the revised draft plan to the City of Port Colborne for park purposes pursuant to the provisions of Section 50(5)(a) of the Planning Act, 1983.



The M-Plan prepared by JD Barnes will include the lands to be dedicated to the City of Port Colborne for access to adjacent parkland and will be included in the final approval submission.

8. That the final plan may incorporate minor design revisions requested by the City of Port Colborne which may result in changes to the width or area of some lots but which shall not include a change in the total number shown on the draft approved plan.

This condition is acknowledged.

9. That development of the subdivision be phased to the satisfaction of the City of Port Colborne and that provision for such phasing be included in the subdivision agreement between the owner and the City.

This condition is acknowledged and a clause is to be included in the Draft Subdivision Agreement prepared by the City.

10. That the owner agrees in writing to satisfy all requirements, financial or otherwise, of the City of Port Colborne concerning the provision of roads, installation of services, drainage, and all other matters related to the development of the subject site.

This condition is acknowledged and a clause is to be included in the Draft Subdivision Agreement prepared by the City.

11. That the subdivision agreement between the owner and the City of Port Colborne be registered by the municipality against the land to which it applies as provided for pursuant to Section 50(6) of the Planning Act, S.O. 1983.

This condition is acknowledged and a clause is to be included in the Draft Subdivision Agreement prepared by the City.

12. That the design for the water distribution system intended to service the draft plan area be submitted to the City of Port Colborne for review and approval.

The Engineering Drawing Set has been completed to City standards by Upper Canada Consultants. This Set will be included in the final approval submission.

13. That prior to final approval for registration of this plan of subdivision, the owner shall submit the design drawings, with calculations, for the sanitary and storm drainage systems required to service this development and obtain Ministry of the Environment, Conservation and Parks (MECP). Compliance Approval under the Transfer of Review Program.

Note: Under the MECP Transfer of Review Program, general sanitary and storm systems are reviewed. Any specialized systems and/or stormwater management will require direct application to the MECP office in Toronto. Please note that any additional approvals required from any other agency (NEC, NPCA, MTO, etc.) as part of the application must be obtained prior to submission of the ECA application. The developer should discuss any items with an engineering consultant.



The Engineering Drawing Set has been prepared by Upper Canada Consultants. Design has been being completed per Ministry, Region and City standards, and will be included in the final approval submission. Upon City's acceptance of these drawings, an ECA application will be submitted for final ECA approval.

14. That prior to approval of the final plan or any on-site grading, the owner submit to the Regional Planning and Development Services Department (Development Services Division) for review and approval two copies of a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of Environment documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991:
- a. Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and,
 - b. Detailed erosion and sedimentation control plans.

The Engineering Drawing Set has been prepared by Upper Canada Consultants which includes the detailed lot grading, servicing and drainage plans, as well as the detailed erosion and sedimentation control plans.

15. That the owner enters into an agreement with the Regional Municipality of Niagara and assumes their portion of the cost to construct the sanitary sewer to the Industrial Pumping station as a result of this development.

This condition is acknowledged and a clause is to be included in the Draft Subdivision Agreement prepared by the City.

16. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 98 and 99 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the 184 metre (G.S.C.) contour as being the top of the bank.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.

17. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lot 100 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the rear lot line for Lot 100 as shown on the revised draft plan as being the top of the bank.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.



18. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 101 to 106 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose Authority has defined the 189 meter (G.S.C.) contour as being the top of the bank.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.

19. That a 7.6 meter (25 foot) setback be maintained from the toe of the escarpment for all structural development on Lots 80 to 83 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback

20. That the owner submit a grading plan showing existing and final contours and erosion controls to be undertaken where necessary to the Niagara Peninsula Conservation Authority for their review and approval.

The Engineering Drawing Set has been prepared by Upper Canada Consultants which includes the grading plan and erosion controls. This Set is to be included in the final approval submission that is to be circulated to the appropriate agency for review and approval.

21. That the subdivision agreement between the owner and the City contain wording whereby the owner agrees to undertake the development setback and grading requirements of the Niagara Peninsula Conservation Authority as specified above, to the satisfaction of the agency.

Acknowledged. The Subdivision Agreement prepared by the City will include the appropriate wording required by the NPCA regarding undertaking the development setback and grading requirements.

22. That the owner provides a written acknowledgement to the Regional Planning and Development Services Department (Development Service Division) that draft approval of this subdivision does not include a commitment of servicing allocation by the Regional Municipality of Niagara as this servicing allocation will be assigned at the time of final approval of the subdivision for registration purposes.

The required written acknowledgment, signed by the property owner, will be included in the final approval submission.

23. That the owner shall provide the Regional Planning and Development Services Department (Development Services Division) with a written undertaking stating that all offers and agreements of purchase and sale, which may be negotiated prior to registration of the subdivision, shall contain a clause that servicing allocation will not be assigned until the plan is granted final approval for registration, and a similar clause be inserted in the subdivision agreement between the owner and the City of Port Colborne.



The required written undertaking, signed by the property owner, will be included in the final approval submission.

24. That in order to provide for Regional curbside collection of waste the owner shall comply with any applicable Regional policies relating to the collection of waste and ensure that all streets and development blocks can provide a through access.

A Waste Collection Plan will be included within the final approval submission which confirms that Regional waste collection services can be provided.

25. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 98 and 99 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the 184 meter (G.S.C.) contour as being the top of the bank.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.

26. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lot 100 to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the rear lot line for Lot 100 as shown on the revised draft plan as being the top of the bank.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.

27. That a 7.6 meter (25 foot) setback be maintained from the top of the bank of the escarpment for all structural development on Lots 101 to 106 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority. For this purpose the Authority has defined the 189 meter (G.S.C.) contour as being the top of the bank.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.

28. That a 7.6 meter (25 foot) setback be maintained from the toe of the escarpment for all structural development on Lots 80 to 83 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority.

This condition is acknowledged and The Engineering Drawing Set prepared by Upper Canada Consultants will show this setback.

29. That the owner submit a grading plan showing existing and final contours and erosion controls to be undertaken where necessary to the Niagara Peninsula Conservation Authority for their review and approval.



The Engineering Drawing Set has been prepared by Upper Canada Consultants which includes the grading plan and erosion controls. This Set is to be included in the final approval submission that is to be circulated to the appropriate agency for review and approval.

30. That the subdivision agreement between the owner and the City contain wording whereby the owner agrees to undertake the development setback and grading requirements of the Niagara Peninsula Conservation Authority as specified above, to the satisfaction of that agency.

Acknowledged. The Subdivision Agreement prepared by the City will include the appropriate wording required by the NPCA regarding undertaking the development setback and grading requirements.

31. That prior to approval of the final plan, the owner prepare and submit to the satisfaction of the Ministry of Transportation a traffic report indicating anticipated peak hour turning volumes at the Highway 58 access to the subdivision site.

No Access provided to Highway 58 from the Subdivision.

32. That prior to approval of the final plan, the owner enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to be responsible for all costs associated with improvements which may be required to Highway 58 and its intersection with the public road access to the subdivision site.

No Access provided to Highway 58 from the Subdivision.

33. That the owner convey a 0.3m (1ft) reserve to the Ministry of Transportation along the Highway 58 frontage of the subdivision site to the satisfaction of that agency.

This condition is acknowledged and a clause is to be included in the Draft Subdivision Agreement prepared by the City and shown on the prepared R-Plan.

34. That prior to approval of the final plan, the owner prepare and submit to the Ministry of Transportation for review and approval a drainage plan and report outlining the intended treatment of the calculated run-off from the plan site insofar as it may affect the Highway 58 right-of-way.

The Functional Servicing Report and SWM Plan/Report has been prepared by Upper Canada Consultants which includes the drainage plan and report. This is to be included in the final approval submission that is to be circulated to the Ministry of Transportation for review and approval.

35. That prior to approval of the final plan, the owner shall submit to the Regional Planning and Development Services Department (Development Services Division) for the review and approval a detailed noise impact study assessing potential noise impacts from Highway 58 and the adjacent Loyalist Industrial Park for the proposed development and recommending mitigation measures to meet the applicable MECP noise guidelines.



Noise Assessment in progress.

36. That the subdivision agreement between the owner and the City of Port Colborne contain provisions whereby the owner agrees to implement the approved mitigation measures recommended by the noise impact study referred to in the condition above.

Acknowledged. The Subdivision Agreement prepared by the City will include the appropriate wording required incorporating the recommended noise mitigation measures.

37. That prior to any grading or construction on the subdivision site, the owner carry out an examination of the site to the satisfaction of the Ministry of Natural Resources to ascertain if previous drilling activity for gas resources poses a potential hazard to existing and subsequent land owners.

This Condition is acknowledged confirmation will be provided to the Ministry by a licensed well contractor.

38. That prior to any grading or construction on the subdivision site, the owner identify and if necessary replug any gas wells on the site to the satisfaction of the Ministry of Natural Resources and Forestry.

This Condition is acknowledged and confirmation will be provided to the Ministry by a licensed well contractor

39. That prior to approval of the final plan, the owner demonstrate to the satisfaction of the Ministry of Natural Resources that adequate provisions have been made for the elimination of any on-site hazards related to any abandoned gas wells within the subdivision site.

This Condition is acknowledged and confirmation will be provided to the Ministry by a licensed well contractor.

40. That prior to approval of the final plan, the owner shall submit to the Regional Planning and Development Services Department (Development Services Division) for review and approval a Stage 1 Archaeological Assessment to address the registered archaeological sites on the subject lands. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter of compliance from the Ministry of Tourism, Culture and Sport through the Regional Planning and Development Services Department (Development Services Division) conforming that all archaeological resource concerns have met licensing and resource conservation requirements."

The Stage 1 & 2 Archaeological Assessment prepared by Detritus Consulting Ltd. will be included in the final approval submission for review and approval.

41. That prior to approval of the final plan, the owner submit a Stage 3 Archaeological Assessment, prepared by a licensed archaeologist (and if required, Stage 4 archaeological assessment) to the Ministry of Citizenship and Multiculturalism (MCM) and receive an acknowledgement letter from MCM (copied to Niagara Region) confirming that all archaeological resource concerns



have let licensing and resource conservation requirements prior to any development on the site. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of the letter from the Ministry through Niagara Region confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

A Stage 3 Archaeological Assessment has commenced and will be provided once complete.

42. That prior to approval of the final plan, the owner shall submit to the Region's Planning and Development Services Department a land use compatibility study, prepared in accordance with the Ministry of the Environment, Conservation and Parks (MECP) D-Series Guidelines and endorsed by a qualified professional for review and approval. The study should assess existing and potential land use compatibility issues between the development and the Loyalist Industrial Park and Port Colborne West Transshipment Terminal Employment Area, as identified in the Niagara Official Plan. The land use compatibility study may be subject to peer review, at the sole expense of the owner.

Land Use Compatibility Study to commence in the next 30 days.

43. That prior to the approval of the final plan, Conditions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 35, 36 have been carried out to the City's satisfaction.

The clearance letter from the municipality shall include a brief and complete statement for each condition indicating how each has been satisfied or carried out.

Acknowledged.

44. That prior to the approval of the final plan, the City of Port Colborne is to be satisfied that Conditions 12, 13, 14 and 15 have been met.

Acknowledged.

45. That prior to the approval of the final plan, the City of Port Colborne is to be advised by the Niagara Peninsula Conservation Authority that Conditions 16, 17, 18, 19, 20 and 21 have been carried out to its satisfaction.

Acknowledged.

46. That prior to the approval of the final plan, the City of Port Colborne is to be advised by the Ministry of Transportation that Conditions 31, 32, 33 and 34 have been carried out to its satisfaction.

Acknowledged.

47. That prior to the approval of the final plan, the City is to be advised by the Ministry of Natural Resources that Conditions 37, 38 and 39 have been carried out to its satisfaction.

Acknowledged.



48. That if final approval is not given to this plan within four years of the draft approval date, and no extensions have been granted, draft approval shall lapse. If the owner wishes to request an extension to the draft approval period, a written explanation is required, together with a resolution from the local municipality which must be received by the Region prior to the lapsing date.

Acknowledged.

Subject: Canada Housing Infrastructure Fund – Contribution Agreement

To: Council

From: Development and Government Relations Department

Report Number: 2025-240

Meeting Date: December 9, 2025

Recommendation:

That Development and Government Relations Department Report 2025-240 be received; and

That the Mayor and City Clerk be directed to execute the contribution agreement attached hereto as Appendix A for the Canada Housing Infrastructure Fund; and

That the by-law be brought forward with respect to entering into the above-mentioned agreement.

Purpose:

This report seeks authorization to execute the contribution agreement with the Government of Canada for the Canada Housing Infrastructure Fund.

Background:

Through the 2024 budget, the Government of Canada announced the Canada Housing Infrastructure Fund (CHIF) as part of its new Housing Plan. The \$6 billion fund is allocated over 10 years to support additional housing supply through investments in infrastructure.

An application to the direct delivery stream of the CHIF was submitted by City staff in December 2024 for a project that involves the construction of housing-enabling—drinking water, wastewater, and stormwater—infrastructure in the areas of Highway 140 and Highway 3, Lockview Park, and Sugarloaf Street.

A letter of conditional funding approval for this project was received on March 21, 2025, followed by an announcement at City Hall by MP Vance Badawey, on behalf of the Minister of Housing, Infrastructure and Communities, on March 22, 2025.

Discussion:

The Government of Canada will make a \$19.25 million (or 50%) contribution towards the City of Port Colborne's \$38.5 million project. The contribution agreement attached to this report will be effective upon signature and terminate on March 31, 2031, therefore giving the City approximately five years to meet its obligations.

As previously stated, this funding is intended to accommodate community growth and support the creation of new housing in Port Colborne by accelerating the construction of water infrastructure. Costs associated with operating and maintaining existing water-related infrastructure are not eligible under CHIF.

There is no set number of new housing units that must be enabled by a CHIF-funded project. However, throughout the project and upon its completion, the City must demonstrate that it has directly supported new housing developments. The three areas identified as having the greatest readiness for new housing in Port Colborne are Highway 140 and Highway 3, Lockview Park, and Sugarloaf Street.

Highway 140 & Highway 3 – Sanitary Forcemain Project

As the Niagara Region moves forward with constructing a new water and wastewater servicing tunnel underneath the Welland Canal, the City will install a separate sanitary forcemain on the east side of Port Colborne to support new residential development and approximately 3,000 units within the 351-acre area bounded by Elizabeth Street, Highway 3, Lorraine Road, and Killaly Street East.

Lockview Park – Storm Sewer Project

With the revitalization of Lockview Park now complete, the City has the opportunity to develop 3.94 acres of adjacent land and connect Lock Street to John Street. Development concepts for this area include the construction of a mid-rise apartment building as well as street and stacked townhouses, totalling 300 units. Installing new storm sewers in Lockview Park will not only service future residential development, but also help resolve the wastewater inflow issues caused by the absence of storm sewers on Clarke Street, Humbolt Parkway, and Wellington Street.

Sugarloaf Street – Storm Sewer, Water & Wastewater Project

New storm sewers throughout the Sugarloaf Street, Rosemount Avenue, and Marina Drive area will be necessary to enable future residential development of up to 850 units. This new infrastructure, especially the storm outlets and the storm sewer along Sugarloaf Street, will make it possible to create future connections on the streets

bounded by Clarence Street and Sugarloaf Street, and Rosemount Avenue and Steele Street. Future residential developments along Sugarloaf Street will also be served by newly installed water and wastewater infrastructure.

Internal Consultations:

Staff from the Planning Division and Public Work's Infrastructure Division have been, and will continue to, work together on fulfilling the City's requirements for the CHIF grant.

Financial Implications:

With respect to the remaining 50%, or \$19.25 million, of the \$38.5 million project, the CHIF is stackable with other government funding sources. A forthcoming staff report and contribution agreement will confirm that the City is approved to receive \$11,132,500 from the province's Housing-Enabling Water Systems Fund (HEWSF).

At the time of writing this report Staff understand with \$19.25 million in federal CHIF funding and \$11.13 million in provincial HEWSF funding, the City's share of this housing infrastructure project amounts to \$8,117,500. Debt financing will be structured to fund the City's share of the project costs. These costs will be funded through development charges for new and upsizing infrastructure and rate budgets where infrastructure is accommodating existing development and addressing deferred maintenance.

Public Engagement:

Federal funding of projects may trigger the Crown's duty to consult with Indigenous peoples. When appropriate, the City will share project information, discuss concerns with Indigenous peoples regarding potential impacts to rights or interests, propose measures to address the concerns raised, and complete all consultation activities required for submission to the Government of Canada.

Strategic Plan Alignment:

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

- Increased Housing Options
 - Sustainable and Resilient Infrastructure
-

Conclusion:

The City of Port Colborne has received conditional approval for \$19.25 million from the Canada Housing Infrastructure Fund (CHIF) for a project in support of water infrastructure for new housing developments. Authorization from Council to execute the contribution agreement will formalize the CHIF funding and provide the City with greater opportunities to address the challenges of housing availability.

Appendices:

- a. Contribution Agreement By-law – Canada Housing Infrastructure Fund
- b. Contribution Agreement – Canada Housing Infrastructure Fund

Respectfully submitted,

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

Greg Higginbotham
Tourism & Strategic Projects Coordinator
905-228-8064
Greg.Higginbotham@portcolborne.ca

Report Approval:

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

**The Corporation of the City of Port Colborne
By-law No. _____**

Being a By-law to Authorize Entering into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, for the Canada Housing Infrastructure Fund

Whereas at its meeting of December 9, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Department Report No. 2025-240, Subject: Canada Housing Infrastructure Fund - Contribution Agreement; and

Whereas Council is desirous of entering into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, and

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

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

1. That The Corporation of the City of Port Colborne enters into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, regarding the Canada Housing Infrastructure Fund.
2. That the Mayor and the City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement or any other phase of the Canada Housing Infrastructure Fund, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 9th day of December, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

SCHEDULE ‘A’

CANADA – CITY OF PORT COLBORNE
CANADA HOUSING INFRASTRUCTURE FUND

CONTRIBUTION AGREEMENT FOR BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada (“Canada”)

AND

 THE CORPORATION OF THE CITY OF PORT COLBORNE, continued or incorporated pursuant to the *Municipal Act, 2001* (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Government of Canada announced \$6 billion in Budget 2024 for the new Canada Housing Infrastructure Fund to accelerate the construction and upgrading of housing-enabling drinking water, wastewater, stormwater, and solid waste infrastructure.

WHEREAS the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada is responsible for the Program entitled the Canada Housing Infrastructure Fund (“Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT (“Project”) which qualifies for support under the Program;

WHEREAS Canada provided a letter on MARCH 21, 2025, to the Recipient indicating an approval-in-principle of funding of the project proposal enabling the Recipient to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means MARCH 31, 2031.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part,

with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-Owned Asset.

“Asset Disposal Period” means the period commencing from the Effective Date and ending five (5) years after the Substantial Completion Date.

“Business Day” means any day other than a Saturday, a Sunday, a statutory or civic holiday in the Province of Ontario or federally in Canada, or any day on which banks are not open for business in the Province of Ontario.

“Committee” means the Agreement Monitoring Committee established pursuant to Section 5 (Agreement Monitoring Committee).

“Communications Activity” or “Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs incurred by the recipient that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Event of Default” means a predefined circumstance that allows the non-defaulting party to terminate the agreement.

“Fair Value” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“Final Claim Date” means no later than SIX (6) months prior to the Agreement End Date.

“Final Report” means the report described in Schedule C (Reporting Requirements).

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a Third Party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Natural Infrastructure” means the use of an interconnected set of natural and constructed ecological systems, green spaces, and other landscape features that deliver ecosystem services, as well as hybrid/grey-green infrastructure which combines engineered and natural features to mimic ecosystem services.

“Non-Owned Asset” means an Asset to which the Recipient does not hold the title and ownership.

“Program” means the Canada Housing Infrastructure Fund.

“Program Application Form” means the Project’s Program funding application information provided to the Department of Housing, Infrastructure and Communities’ using identification number CHIFC-001116.

“Progress Report” means the report described in Schedule C (Reporting Requirements).

“Project” means the project as described in Schedule B (Project Details).

“Project Approval Date” means MARCH 21, 2025, which is the date indicated by Canada in writing to the Recipient of Canada’s approval in principle of the Project.

“Project Completion Date” means the date, at which all funded activities of the Project under this Agreement have been completed and which must be no later than the Final Claim Date.

“Substantial Completion Date” means the date at which the Project can be used for its intended use as described in Schedule B (Project Details) as will be set out in Schedule F (Declaration of Substantial Completion).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means total funding from all sources towards Total Project Costs, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than FIFTY percent (50%) of the total Eligible Expenditures for the Project but only up to a maximum of NINETEEN MILLION, TWO HUNDRED FIFTY THOUSAND dollars (\$19,250,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada’s total contribution towards the Project exceeds the amount set out in Subsection 3.1 (a) or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution

by an amount equal to the excess.

- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project, or of any change thereof.
- d) The Recipient will be responsible for any and all costs associated with the Project should the Project be cancelled, and the Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure that all necessary rights, interests, permits, licenses, approvals, registrations, and any other authorizations required to complete the Project are obtained.
- f) Based on the definitions of "disability" and "barrier" per the [Accessible Canada Act](#), the Recipient will ensure that the Project will meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, as defined in the Canadian Standards Association's Technical Standard Accessible Design for the Built Environment (CAN/CSA B651:23), in addition to applicable Provincial building codes and relevant municipal by-laws.
- g) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- h) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Subsection 19.6 (Set-off by Canada).
- i) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- j) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project or changes that reduce the outcomes of the Project. For clarity, in such cases, Canada may with advance notice, reduce or terminate any payment under this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.
- k) The Recipient will implement risk treatment measures for the Project for climate hazards identified in the Program Application Form, as applicable, using future climate design data or best available data, to Canada's satisfaction.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may

reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding may require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Subsection 19.14 (Amendments).
- c) The Recipient will provide, at Canada's request and to Canada's satisfaction, any additional information related to changes to the Project or to this Agreement.

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) Business Days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

3.7 CONDITION PRECEDENT

- a) Condition(s)
 - The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:
 - i. The Recipient has confirmed to Canada's satisfaction that all sources of funds for the Project are secured.
 - ii. The Recipient has provided information to Canada on the climate hazard treatment measures being implemented for the Project for each identified hazard and on the type of data used, including

future climate data or best available data, as applicable, to Canada's satisfaction.

b) Remedy

In the event that the Recipient is unable to meet the condition(s) set out in Section 3.7 (a) (Condition(s)), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by [\[INSERT BY-LAW OR RESOLUTION REFERENCE\]](#), dated December 31, 2025;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada in its Program Application Form, as described in Schedule B.1 (Project Description), and in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not made and will not make a payment or provide other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- j) the Recipient agrees to purchase, provide, and maintain adequate comprehensive commercial general liability insurance to cover claims for bodily injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement.

5. AGREEMENT MONITORING COMMITTEE

If deemed required by Canada, the Parties will establish a Committee, identify one federal co-chair and one Recipient co-chair, and establish Terms of Reference. The Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule E (Communications Protocol);
- c) Monitor Project risks and mitigation measures;
- d) Monitor the progress of the Project as per described in Schedule C (Reporting Requirements);
- e) Ensure that audit plan(s) are carried out as per this Agreement, including but not limited to Section 12 (Audit, Program Evaluation and Monitoring for Compliance);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive, and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) Unless otherwise specified by Canada, the Recipient will notify Canada of any Contract awarded in a manner that is not in compliance with the foregoing. Canada will notify the Recipient as to whether the expenditures associated with the Contract can be considered Eligible Expenditures.
- c) If Canada becomes aware that a Contract has been awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- d) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(c), the Recipient shall repay to Canada any funds that have been paid in relation to the Contract and are no longer considered eligible by Canada, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.

Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

8.1 INDIGENOUS CONSULTATION

The Recipient agrees that:

- a) it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i. explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii. provide a report to Canada, which will include:
 - 1) a list of all Indigenous communities contacted;
 - 2) a summary of all communications with the Indigenous communities;
 - 3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - 4) any other information Canada may consider appropriate.
- b) accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
- c) no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

8.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada determines that further Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities and agrees that clause 8.1 will be applicable.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make payments until the requirements under Schedule C (Reporting Requirements) and any audit requirements as required in Section 12 (Audit, Evaluation and Monitoring for Compliance) are, in Canada's opinion, satisfied to the extent possible.

- c) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms in writing to Canada, and to Canada's satisfaction, the necessary rights or interests with respect to land required for the Project in respect of that Asset.
- d) Canada will not make a payment until the requirements under Subsection 3.7 (Conditions Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the payment is to be made by Canada.

9.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. a breakdown of Eligible Expenditures claimed in a form set out by Canada;
 - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed
- c) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- d) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred.
- b) The Recipient will provide a final claim to Canada by the Final Claim Date, along with all information required under Schedule C (Reporting Requirements), Section 12 (Audit, Evaluation and Monitoring for Compliance), and Declaration of Substantial Completion (Schedule F).

9.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents;
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

9.4 RETENTION OF CONTRIBUTION

Canada will retain FIVE percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released through the final claim by Canada upon review and acceptance of the Final Report described in Schedule C (Reporting Requirements), confirmation of the Total Financial Assistance in accordance with Section 3.2 (c) (Commitments by the Recipient) in the form set out in Schedule D (Certificate of Compliance for Claims) and the Recipient fulfills all of its obligations under this Agreement.

9.5 FINAL RECONCILIATION

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.6 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. INFORMATION MANAGEMENT

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient regarding reporting and sharing information under this Agreement, including Section 10 (Reporting) and any other reporting and information sharing obligations as requested by Canada.

12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

12.1 AUDITS INITIATED BY CANADA

- a) Canada may, at its discretion, conduct an audit related to this Agreement, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles). The Recipient agrees to cooperate with Canada in the conduct of any audits. Audits will be conducted at Canada's own cost. Canada will not compensate the Recipient for costs incurred by the Recipient to respond to the audits, such as staff time.
- b) Canada uses a risk-based approach to determine whether audit(s) under this Agreement are necessary. If this Agreement is selected to be audited, the Recipient will be informed in advance of the scope and nature of the audit.

12.2 INTENTIONALLY OMITTED

12.3 REPORTS OF REVIEWS OR AUDITS CARRIED OUT BY, OR ON BEHALF OF, THE RECIPIENT

The Recipient agrees to provide Canada with any reports of reviews or audits that have been conducted on the use of contribution funding under this Agreement as soon as possible, but no later than sixty (60) Business Days following receipt.

12.4 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. To this end, the Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. This could include relevant evaluations that have been conducted by the Recipient on the use of contribution funding under this Agreement. All evaluation results of the Program may be made available to the public, subject to all applicable laws and policy requirements.

12.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12.7 CORRECTIVE ACTION

The Recipient will submit to Canada in writing a report on follow-up actions to address recommendations and results of any audit, inquiry or evaluation findings as soon as possible, but no later than sixty (60) Business Days following receipt, and will ensure that prompt and timely corrective action is taken.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

13.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

13.4 PROGRAM PROMOTION

Canada may use or publish internally or externally, in whole or in part, in any form and by any medium, film or photographs of the Project taken by Canada or the Recipient during site visits, engagement activities, events or announcements, for the purposes of promoting the program.

13.5 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by, the public.
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities; and
- c) The Recipient shall encourage members of both official languages communities to participate in the Project.

14. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient, with the exception of media taken by Canada for the purposes of Subsection 13.4 (Program Promotion).
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

15. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) If a contentious issue arises, it will be referred to the Committee and/or the Program Director and the assigned representative of the Recipient. The Committee and/or the Program Director and the assigned representative of the Recipient will examine it and will, in good faith and reasonably, attempt to resolve it within thirty (30) Business Days from the receipt of notice.
- c) Where the Committee and/or the Director of the Program and the assigned representative of the Recipient cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within thirty (30) Business Days.
- d) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the

issue.

- e) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- f) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

16. DEFAULT

16.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

16.2 DECLARATION OF DEFAULT

- a) Canada may declare a default if:
 - i. In Canada's opinion, one or more of the Events of Default occurs;
 - ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
 - iii. the Recipient has failed, within thirty (30) Business Days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

16.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

17.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or

infringement of rights;

- b) any damage to, loss of, or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

17.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

18. ASSETS

18.1 ASSET DISPOSAL

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; and
 - ii. for a Non-Owned Asset, retain all necessary rights, interests, and permissions in Non-Owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

19. GENERAL

19.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

19.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the accounting standards that govern the Recipient's financial reporting or the Public Sector Accounting Standards (PSAS) in effect in Canada.

19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown which the Recipient will reimburse to Canada forthwith on demand.

19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Any debts due to the federal Crown by the Recipient after the repayment due date will constitute an overdue repayment and will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

19.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

19.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

19.12 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

19.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

19.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Notwithstanding the aforementioned, amendments to Schedule B.2 (Project Budget) made pursuant to Subsection 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Subsection 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

19.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

19.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail or email to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Senior Director, Canada Housing Infrastructure Fund

1100 - 180 Kent Street,

Ottawa, Ontario

K1P 0B6

chif-mr-fcil-sr@infc.gc.ca

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

Recipient:

Director of Development & Government Relations

66 Charlotte Street,

Port Colborne, Ontario

L3K 3C8

Gary.Long@portcolborne.ca

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail or email, when receipt is acknowledged by the other Party;
 - iii. if sent by registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

19.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

19.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in the Province of Ontario. The Parties attorn to the jurisdiction of the Courts of the Province of Ontario and all courts competent to hear appeals from the Courts of the Province of Ontario.

19.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

SIGNATURES

This Agreement has been executed on behalf of HIS MAJESTY THE KING IN RIGHT OF CANADA by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada and on behalf of THE CORPORATION OF THE CITY OF PORT COLBORNE by the MAYOR on the date below each Party’s respective signature.

HIS MAJESTY THE KING IN RIGHT
OF CANADA

THE CORPORATION OF THE CITY OF
PORT COLBORNE

Per: David Mac Donald
A/Director General, Resilient and
Innovative Communities

Per: William C. Steele
Mayor

Signed for and on behalf of the
Minister of Housing and Infrastructure
and Minister responsible for Pacific
Economic Development Canada, by:
David Mac Donald; A/Director
General, Resilient and Innovative
Communities

Date of Canada Signature

Date of Recipient Signature
I have the authority to bind the Recipient.

Per: Charlotte Madden
City Clerk

Date of Recipient Signature

I have the authority to bind the Recipient.

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

a) Eligible Expenditures will include the following:

- i. All costs Incurred between the Project Approval Date and the Final Claim Date that are considered by Canada to be direct and necessary for the successful implementation of the Project, excluding those explicitly identified in section A.2 (Ineligible Expenditures), and which may include capital costs, design and planning costs, and costs related to meeting specific Program requirements, including those outlined in paragraph (k) of section 3.2 (Commitments by the Recipient).
- ii. The incremental costs of employees of the Recipient may be included as Eligible Expenditures for the Project under the following conditions:
 - a) The costs are for the purpose of Indigenous consultation and engagement activities; or
 - b) The arrangement is approved in writing by Canada.
- iii. Costs will only be eligible as of the Project Approval Date, except for the following costs which are eligible if Incurred before the Project Approval Date, but can only be paid after the Effective Date.
 - a) Costs associated with federal environmental assessment and Indigenous consultation and engagement activities, which are retroactively eligible up to September 10, 2024.
 - b) Costs associated with meeting specific Program requirements as outlined in paragraph (k) of section 3.2 (Commitments by the Recipient) which are retroactively eligible up to September 10, 2024.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total eligible expenditures of the Project, including:

a) Costs Incurred before the Project Approval Date, except for:

- i. Costs associated with federal environmental assessment and Indigenous consultation and engagement activities, which are retroactively eligible up to September 10, 2024.
- ii. Costs associated with meeting specific Program requirements as outlined in paragraphs (k) of section 3.2 (Commitments by the Recipient), which are retroactively eligible up to September 10, 2024.

b) Costs Incurred for cancelled Projects.

c) Costs for leasing land, buildings and other facilities; costs for leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs.

d) The Recipient's employee and overhead costs, except:

- i. those for the purpose of Indigenous consultation and engagement activities; and
- ii. incremental costs related to the Recipient's employees, in accordance with paragraph a) ii. of Schedule A.1 (Eligible Expenditures).

e) Costs associated with on-going operating expenses and regularly scheduled maintenance work.

f) Financing charges, legal fees, mediation and alternative dispute resolution fees, collateral on mortgage financing, and loan interest payments, including those related to easements (e.g. surveys) except for:

- i. legal fees Incurred by Indigenous peoples whose rights may be impacted by Project activities funded by the Program that are reasonable, as determined by Canada;

g) Any goods and services costs which are received through donations or in kind.

- h) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates.
- i) Costs related to furnishing and non-fixed assets, unless approved by Canada.
- j) All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Indigenous consultation obligations as required under sections 7 (Environmental Assessment) and 8 (Indigenous Consultation) have been met and continue to be met.
- k) Land acquisition costs.

SCHEDULE B – PROJECT DETAILS

SCHEDULE B.1: PROJECT DESCRIPTION

For clarity, the Project description includes the information that the Recipient provided to Canada in support of its request for Project funding through the Program Application Form.

Project Title: Building Capacity for the City of Port Colborne: Investing in Growth and Development

Purpose and Objective(s):

The Project in the City of Port Colborne, Ontario, involves the construction of a wastewater pump station, as well as drinking water, wastewater, and stormwater pipes in order to:

- provide municipal servicing to planned housing developments,
- support low-emission and energy efficient housing, and
- increase housing affordability, particularly for low socioeconomic populations.

These infrastructure upgrades are essential, as there is no existing municipal drinking water, wastewater, or stormwater infrastructure in place to serve planned housing developments. These housing developments are necessary to increase market supply and therefore improve affordability of housing and support population growth in the community.

This new infrastructure will remove barriers to new housing units, including the construction of medium to high density and missing middle housing units to provide a wider variety of housing options.

The Project will enable the development of approximately 3,310 housing units. This will contribute to alleviating the housing shortage, increasing the variety of housing options, and improving residents’ well-being.

Project Scope and Activities:

The Project scope includes the installation of five assets:

1. New local drinking water pipes
2. New sanitary sewer pipes
3. New sanitary force main
4. New wastewater pump stations
5. New stormwater pipes

This new infrastructure will be constructed in coordination with the associated earthwork and roadwork necessary to provide access to the development.

These activities are essential to establish drinking water, wastewater, and stormwater services in the Project areas.

Expected Project Outcomes and Benefits:

In order to illustrate how the Project will contribute to increased housing opportunities and improved climate resiliency, the Recipient will collect performance data (baseline and target) and report on the following performance indicators that the Project will contribute to (data in Table B1.1 may be changed through administrative processes determined by Canada):

Table B1.1

Output(s)	Nature of work (New, Expansion, or Rehabilitation)	Indicator	Before Investment (Baseline)	After Investment (Target)
Local Drinking Water Pipes	New	Length of asset (m)	0	1,600
		Physical condition of asset	Not Applicable	Very Good

		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Sanitary Sewer Pipes	New	Length of asset (m)	0	350
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Sanitary Force Main	New	Length of asset (m)	0	1,600
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Wastewater Pump/ Lift Stations	New	Number of assets (count)	0	1
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
		Total maximum design capacity (L/s)	0	10
Stormwater pipes	New	Length of asset (m)	0	1,600
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Outcome(s)		Indicator	Before Investment	After Investment

Enabling new housing via increased supply in Canadian communities		Total number of existing housing units served	0	
		Number of additional housing units enabled		3,310
		Current number of affordable housing units in the community	41	
		Estimated number of affordable housing units that will be enabled by the project.		0
		For the identified housing developments mentioned in the Application in relation to the project: confirm the number of housing units associated with these known developments (estimated at the start and end of the project)		3,310
Improved capacity of housing-enabling infrastructure in Canadian communities		Population served by wastewater, drinking water or solid waste infrastructure	0	12,240
Environmental and social co-benefits		Will the project help resolve any active drinking water advisories?		No, Project will not help resolve active drinking water advisories
		Population benefitting from resolved drinking water advisories		0

		Will the proposed wastewater project contribute to achieving or maintaining compliance with the Wastewater Systems Effluent Regulations (WSER) or an equivalency agreement under the Fisheries Act?		Yes, achieving compliance
		Average number of days per year when stormwater system capacity is exceeded	18	17

This data is collected for the purpose of performance measurement, reporting to people living in Canada, and to inform future program design.

SCHEDULE B.2: PROJECT FINANCIALS

Project Budget	Amount
Total Project Cost	\$38,500,000
Total Eligible Cost	\$38,500,000

Fiscal Year Breakdown

Fiscal Year	2025-2026	2026-2027	2027-2028	2028-2029	Total
HICC Contribution	\$0	\$8,376,625	\$750,000	\$10,123,375	\$19,250,000

Funding Contributors

Other Contributors	
Province of Ontario	\$11,132,500
City of Port Colborne	\$8,117,500
Sub-total from Other Contributors	\$19,250,000
In-Kind Contributions*	
	\$0
Sub-total In-Kind Contribution	\$0
Total Funding Contributors	\$19,250,000

SCHEDULE B.3: CLAIM FREQUENCY TABLE

Payment Period	Required Documents	Frequency
Optional Progress Claim	Claim Form Certificate of Compliance for Claim	Anytime during Fiscal Year.
Year-end Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for Claim	No later than March 15 of each fiscal year. HICC may request an estimate of costs incurred up to March 31, due in the first week of April.
Final Claim	Claim Form Updated Cashflow Certificate of Compliance for Claim Declaration of Substantial Completion (Schedule F)	No later than six (6) months prior to the Agreement End Date.

SCHEDULE C – REPORTING REQUIREMENTS

- a) Unless otherwise agreed to by Canada, the Recipient will submit to Canada, no later than November 30th each Fiscal Year, a Project Progress Report to Canada's satisfaction.
- b) The Progress Report and Final Report will include updated information, as determined by Canada, allowing Canada to assess the progress and financial status of the Project and evaluate the achievement of performance and expected results for the Project. This information may include but is not limited to:
 - i. updated total eligible costs;
 - ii. updated cashflow;
 - iii. forecasted and actual construction start and end dates;
 - iv. achieved or expected results;
 - v. risk and mitigation strategies; and
 - vi. communication activities.
- c) In addition to the foregoing, the Final Report must include but is not limited to the project's major achievements, outcomes and benefits, and a completed Schedule F (Declaration of Substantial Completion).
- d) The Progress Report and Final Report will be attested by a senior designated official who is duly authorized by the Recipient. These reports will be submitted to Canada in an agreed upon format acceptable to Canada.
- e) Unless otherwise agreed to by Canada, the Recipient will submit a Final Report to Canada no later than the Final Claim Date to Canada's satisfaction.
- f) Unless otherwise agreed to by Canada, prior to Canada's first payment for the Project, as per Subsection 3.7 (Condition Precedent), the Recipient will submit a supplementary report to Canada containing any additional information, as determined by Canada and to Canada's satisfaction, on requirements outlined in paragraph (k) of section 3.2 (Commitments by the Recipient).
- g) The Recipient will provide, at Canada's request and to Canada's satisfaction, additional information related to Project Progress, including any information on greenhouse gas emissions reduction measures being implemented for the Project.
- h) The Recipient agrees and will ensure that Canada may use the information submitted under this section to publicly report on Program results.

SCHEDULE D – CERTIFICATE OF COMPLIANCE FOR CLAIMS

In the matter of the Agreement entered into between HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Recipient”), represented by [insert name of signatory], concerning the BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT Project.

I, [insert name of signatory], of the City/Town of [insert location], Province/Territory of [insert name of Province or Territory], declare as follows:

1. That I hold the position of [insert position title] with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [insert reference to the by law or internal policy authority that allows recipient to provide this certification] dated [insert date].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
[Insert (7) and (8) if this is the final claim:]
7. The Project as defined in the Agreement has been completed.
8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.
[Insert (9) if applicable:]
9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Aboriginal consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:
[Include all total financial assistance received or due if this is the final claim:]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this [insert day] of [insert month], 20[insert year]

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

SCHEDULE E.1: PURPOSE

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project, including joint project funding announcement and all subsequent project milestone communication opportunities.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) Communications Activities may include, but are not limited to, public, virtual or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

SCHEDULE E.2: GUIDING PRINCIPLES

- a) The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.
- b) Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.
- c) The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.
- d) The Recipient will address any deficiencies and/or corrective actions identified by Canada.

SCHEDULE E.3: GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to Canada.

SCHEDULE E.4: JOINT COMMUNICATIONS

- a) Canada and the Recipient will work together with respect to Joint Communications about the funding and progress of the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) Business Days' notice to the other Parties. If the Communications Activity is an event*, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other party to participate and choose their own designated representative for events*, announcements by news release, joint statement, etc.
- f) As Canada has an obligation to communicate in English and French, communications products issued by the Government of Canada must be bilingual and include the Canada wordmark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The Recipient will be responsible for providing on-site communications and logistics support.

- h) The conduct of all Joint Communications will follow the [Table of Precedence for Canada](https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html) (<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>).

**Events include, but are not limited to, in-person or virtual news conferences, public announcements, official events or ceremonies, and news releases.*

SCHEDULE E.5: INDIVIDUAL COMMUNICATIONS

- a) Canada retains the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funding through its own communications products and activities.
- b) Canada and the Recipient may include general program messaging and an overview of this Project in their own communications products and activities. The Party undertaking these activities will recognize the funding of all Parties.
- c) Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Digital Communications, Websites and Webpages

- a) Canada or the Recipient may issue digital communications to communicate progress of the Project.
- b) The Recipient will ensure that:
 - i. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, “This project is funded in part by the Government of Canada.” The Canada wordmark or digital sign must link to Housing, Infrastructure and Communities Canada’s website, at <https://housing-infrastructure.canada.ca>. The guidelines for how this recognition is to appear and language requirements are published on the Department’s Infrastructure Project Signage Guidelines webpage (<https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>)
 - ii. The Recipient will be requested to send to Canada a minimum of two high-resolution, good quality photographs; one of the construction in progress (if applicable), and one of the completed project, for use in Canada’s social media channels and other digital Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to photo@infrc.gc.ca along with the Project name and location.

Advertising campaigns

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/advertising.html>).
- b) In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty one (21) Business Days prior to the campaign launch.

Success stories

- a) Canada and/or the Recipient may issue communication activities and products, including but not limited to, project success stories, vignettes, and multi-media products, to promote the project. The Recipient agrees to support Canada with content and visuals as required and where possible.

SCHEDULE E.6: OPERATIONAL COMMUNICATIONS

- a) The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

SCHEDULE E.7: MEDIA RELATIONS, EVENTS AND PROJECT ANNOUNCEMENTS

- a) Canada and the Recipient will share information promptly with the other Party should sensitive and/or a significant volume of media inquiries be received or if major stakeholder issues relating to the Project arise. Recipients will be responsible for answering media questions related to the progress, construction timelines, contracting, etc., of the Project.
- b) The Parties agree to have media events about the funding and status of the Project. Key milestones may be marked by public events, news releases, site visits, and/or other mechanisms. Either of the Parties or other funding contributors may request a media event. The requestor of a media event will provide at least fifteen (15) Business Days of notice to the other Party of their intention to undertake such an event. Both Parties will agree on the event location and date.
- c) Media events related to the Project will not occur without the prior knowledge and agreement of both Parties.

SCHEDULE E.8: SIGNAGE

- a) Canada, the Recipient and other funding contributors may each have a sign recognizing their funding contribution to the Project.
- b) Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at the Project site(s) in accordance with current federal signage guidelines. Federal signage will be at least equivalent in size and prominence to Project signage for contributions made by other orders of government. The federal sign's design, content, printing and installation guidelines are provided by Canada through the Housing, Infrastructure and Communities Canada website at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.
- c) The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- d) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- e) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

SCHEDULE E.9: COMMUNICATIONS COSTS

The eligibility of costs related to communication activities that provide public information on the Project will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

**SCHEDULE F – DECLARATION OF SUBSTANTIAL
COMPLETION**

In the matter of the Agreement entered into between HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Recipient”), represented by [insert name of signatory], concerning the BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT Project.

I, [insert name of signatory], of the City/Town [insert location],

Province/Territory of [insert name of Province or Territory], declare as follows:

1. I hold the position of [insert position title] with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

2.
 - a) I have received the following documents for the INVESTING IN TOMORROW: IMPROVEMENTS TO PORT COLBORNE’S INFRASTRUCTURE TO SUPPORT HOUSING GROWTH Project:
 - i. [List name of relevant document e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [insert if applicable “signed by [insert name of person who signed relevant document], a [enter profession, e.g. professional engineer, professional architect or other applicable professional] for the Project.”]
 - ii. ...

 - b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the [insert day] day of the [insert month] 20[insert year].

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [List the applicable environmental review or assessment e.g. the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime.]:
 - i. [List name of relevant document] signed by [insert name of person who signed relevant document], an [enter profession, e.g. professional engineer, professional architect or other applicable professional].
 - ii. ...

4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at [insert location] (City/Town), in [insert name of Province or Territory]
(Province/Territory) this [insert day] of [insert month], 20[insert year].

Signature

November 24, 2025

SENT ELECTRONICALLY

City of Hamilton
Haldimand County
Regional Municipality of Niagara
Local Area Municipalities

RE: Federal Program Changes – 2 Billion Trees

At the NPCA's Full Authority Meeting held on November 21, 2025, the following resolution was passed:

Resolution No. FA-125-2025

Moved by: Robert Foster

Seconded by: Brian Grant

WHEREAS the existing commitment through 2 Billion Trees to NPCA's *Trees for All* program is affirmed through to 2028;

WHEREAS NPCA has entered into agreements with partners across the watershed to enhance natural canopy through the *Trees for All* program;

WHEREAS tree planting initiatives provide vital community benefits by sequestering carbon, enhancing biodiversity and natural habitats, improving human health and well-being, and creating opportunities for

THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE RECEIVED**;

AND FURTHER THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE CIRCULATED** to partner and local area municipalities for information.

CARRIED

A copy of Report No. FA-55-25 has been attached for your convenience.

Sincerely,



Melanie Davis
Manager, Office of the CAO & Board
Niagara Peninsula Conservation Authority

Report To: Board of Directors

Subject: Federal Program Changes – 2 Billion Trees

Report No: FA-55-25

Date: November 21, 2025

Recommendation:

WHEREAS the existing commitment through 2 Billion Trees to NPCA's *Trees for All* program is affirmed through to 2028;

WHEREAS NPCA has entered into agreements with partners across the watershed to enhance natural canopy through the *Trees for All* program;

WHEREAS tree planting initiatives provide vital community benefits by sequestering carbon, enhancing biodiversity and natural habitats, improving human health and well-being, and creating opportunities for civic engagement;

BE IT RESOLVED THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE RECEIVED**;

AND FURTHER THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE CIRCULATED** to partner and local area municipalities for information.

Purpose:

The purpose of this report is to advise the Board of Directors of changes to the federally-funded 2 Billion Trees program and inform municipal partners of resources readily available to subsidize tree planting initiatives through NPCA's *Trees for All* program.

Background:

NPCA is a demonstrated leader and tree planting subject matter expert as developed through restoration programming. *Trees for All* provides project management support while securing external funding to reduce expenses for participating landowners and organizations. Under the program, tree planting projects require an extensive year-long implementation cycle that will benefit from confirmed partnerships and formal service

commitments. Increased financial incentives, demand, and local tree planting ambitions further support a collaborative approach in the Niagara Peninsula watershed that leads to effective tree planting program delivery that achieves shared goals and objectives.

O. Reg. 686/21: Mandatory Programs and services identifies tree planting and other restoration endeavors as either non-mandatory Category 2 or 3 programs and services. These services are either conducted collaboratively through levy neutral cost-sharing approaches, via fee-for-service at the request of a municipality, or as determined and recommended by the Conservation Authority to further the purposes of the *Conservation Authorities Act* as in the recommended agreement for services.

O. Reg 687/21: Transition Plans and Agreements for Programs and Services under the *Conservation Authorities Act* stipulates that agreements are required for Programs and Services under Categories 2 and 3.

Lower-tier municipalities in Niagara Region, which are not levied for CA services, can enter into Agreements of Services on a fee-for-service basis when a local municipality wishes to procure NPCA to deliver services that are not procured through the Region.

Trees for All is a multi-year, high-volume tree planting program built on a cost-sharing approach designed for public and private lands in both urban and rural areas within the Niagara Peninsula watershed. NPCA, on behalf of a broad local partnership, has successfully secured funding from the federal 2 Billion Trees program and its aggregators (Forests Canada and Tree Canada) as well as several other third-party sources and the Niagara Peninsula Conservation Foundation (NPCF) to deliver *Trees for All*.

Discussion:

On November 4, 2025, the *2025 Budget: Building Canada Strong* was tabled in the House of Commons and passed its third reading on November 17, 2025. The budget includes targeted savings and program changes, including any additional commitments to 2 Billion Trees.

Pre-existing contribution agreements will continue to be honoured without interruption, including NPCA's agreement that is in place until 2028. There are no anticipated changes to NPCA's *Trees for All* program related to the modification of the federal government's 2 Billion Trees program. When the contribution agreement expires, any uncommitted funds would be returned.

NPCA has agreements in place with many of our local area municipalities and partner agencies for services provided through *Trees for All* and have been actively engaged in the program to enhance tree canopies in their communities. To date, municipal partners have also offered over 200 public properties that could accommodate tree plantings and **13** community tree plantings were hosted with municipal and agency partners throughout 2025.

NPCA continues to leverage Conservation Ontario's partnership with Tree Canada in the National Greening Program to subsidize bareroot stock-oriented planting projects with private landowners. Funds have also been secured through the Ontario Power Generation's Regional Biodiversity Fund and the Royal Bank of Canada to bring tree planting initiatives to the community.

NPCA will continue to work closely with NPCF to leverage funding opportunities in the environmental sector that will further support tree planting initiatives in the Niagara Peninsula watershed.

Financial Implications:

The financial implications of this initiative were outlined in Report No. FA-45-24 which was presented to the Board in September 2024.

Trees for All is funded, in part, through a Contribution Agreement with Natural Resources Canada which outlines the financial contributions and deliverables to March 31, 2028. If financial impacts change, NPCA Staff will update the Board, as appropriate.

Links to Policy/Strategic Plan:

Goal 1.1: Support evidence-based decision-making for climate-resilient watersheds and shorelines.

Goal 1.3: Restore and enhance natural habitat, water resources, and forest cover.

Goal 4.2: Foster relationships with the community, non-government organizations, businesses, agriculture, industry, and academic institutions for collective outcomes and impact.

Goal 6.1: Ensure responsible, sustainable, and sound fiscal practices.

Related Reports and Appendices:

Report No. FA-45-24 RE: Trees for All Update

Authored by:

Original Signed by:

Melanie Davis, M.A.
Manager, Office of the CAO & Board

Reviewed by:

Original Signed by:

Natalie Green, M.Sc., PMP
Director, Watershed Strategies & Climate Change

Submitted by:

Original Signed by:

Leilani Lee-Yates, BES, MSPL.RPD, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer



November 28, 2025

Premier Doug Ford

Sent via email: premier@ontario.ca

Dear Premier Doug Ford:

Please be advised that Brantford City Council at its meeting held November 25, 2025 adopted the following:

12.4.11 Professional Activity (P.A) Day on Municipal Election Day – School Boards - Councillor Carpenter

Councillor Carpenter read the title of his notice of motion:

WHEREAS municipalities across Ontario are responsible for organizing and administering municipal and school board elections every four years, as mandated under the *Municipal Elections Act, 1996*; and

WHEREAS local schools are traditionally among the most convenient, accessible, and familiar polling locations for voters in all communities; and

WHEREAS schools offer important accessibility features such as level entrances, parking, and public visibility that make them ideal polling stations, particularly for seniors, parents, and persons with disabilities; and

WHEREAS the use of schools as polling locations can lead to increased costs with regards to ensuring the safety and security of students; and

WHEREAS many municipalities face challenges securing suitable and accessible alternative voting locations, resulting in increased costs and reduced accessibility for voters; and

WHEREAS the Municipal Elections Act provides that school boards shall provide their facilities free of charge for the Municipal and School board elections; and

WHEREAS holding a province-wide Professional Activity (P.A.) Day for all publicly funded schools on municipal election day would alleviate concerns from school administrators for voting purposes while maintaining student safety; and

WHEREAS this coordinated approach would enhance voter convenience, improve accessibility, and help strengthen civic engagement and democratic participation by allowing electors to vote at their local schools without disrupting the student body; and

WHEREAS it would also create efficiencies and potential cost savings for municipalities by reducing the need to rent alternative facilities or implement special security measures; and

WHEREAS aligning a P.A. Day with municipal election day would require minimal disruption to the school calendar, as school boards already schedule several P.A. Days each academic year; and

WHEREAS this measure would demonstrate a spirit of cooperation between the Province of Ontario, local municipalities, and school boards to promote civic engagement and fiscal responsibility;

WHEREAS the Association of Municipal Clerks and Treasurers of Ontario and its members have lobbied the Province to establish a P.A day on Election Day;

NOW THEREFORE BE IT RESOLVED THAT:

- A. The Council of the City of Brantford respectfully requests the Premier of Ontario to consider directing all publicly funded school boards in Ontario to schedule a Professional Activity (P.A.) Day on the date of the municipal election in each election year; and
- B. That this direction be made in consultation with the Ministry of Education, the Association of Municipalities of Ontario (AMO), and school board associations, to ensure consistency across the province; and
- C. THAT a copy of this resolution be forwarded to:
 - i. The Premier of Ontario;
 - ii. The Minister of Education;
 - iii. The Association of Municipalities of Ontario (AMO);
 - iv. The Ontario Public School Boards' Association (OPSBA);
 - v. The Ontario Catholic School Trustees' Association (OCSTA); and
 - vi. All Ontario municipalities for their information and support
 - vii. MPP Will Bouma

I trust this information is of assistance.

Yours truly,



Chris Gauthier City Clerk,
cgauthier@brantford.ca

CC - The Minister of Education paul.calandra@pc.ola.org

The Ontario Public School Boards' Association (OPSBA) Bwallace@opsba.org

The Ontario Catholic School Trustees' Association (OCSTA) aobrien@ocsta.on.ca

Association of Municipalities of Ontario - resolutions@amo.on.ca

All Ontario municipalities for their information and support

MPP Will Bouma - will.bouma@pc.ola.org

Tuesday, November 18, 2025

Jessie Labonte
Administrative Assistant
Municipality of Wawa
P.O. Box 500, 40 Broadway Ave.
Wawa, Ontario
POS 1K0

SENT VIA EMAIL: jlabonte@wawa.cc

RE: Endorsement of the Municipality of Wawa's Resolution – Accessible and Effective Alcohol Container Return System in Ontario

Dear J. Labonte,

Please be advised of the following motion passed at the Monday, November 10, 2025, Goderich Town Council Meeting:

Moved By: Councillor Thompson

Seconded By: Councillor Carroll

That Goderich Town Council supports the resolution from the Municipality of Wawa regarding the Accessible and Effective Alcohol Container Return System in Ontario

CARRIED

If you have any questions, please do not hesitate to contact me at 519-524-8344 ext. 210 or afisher@goderich.ca.

Yours truly,



Amanda Banting

Deputy Clerk

/js

Enclosed: Municipality of Wawa's Resolution – Accessible and Effective Alcohol Container Return System in Ontario

The Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5
519-524-8344
townhall@goderich.ca
www.goderich.ca



Cc: The Honourable Doug Ford, Premier of Ontario, premier@ontario.ca
The Honourable Todd J. McCarthy, Minister of Environment, Conservation and Parks, todd.mccarthy@pc.ola.org
The Association of Municipalities of Ontario (AMO), resolutions@amo.on.ca
The Federation of Northern Ontario Municipalities (FONOM), fonom.infor@gmail.com
All Ontario Municipalities



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, October 21, 2025

Resolution # RC25170	Meeting Order: 8
Moved by: <i>L. K. Gots</i>	Seconded by: <i>M. Hayfield</i>

WHEREAS the Government of Ontario has introduced new regulations, effective January 1, 2025, requiring grocery stores with over 4,000 square feet of retail space to accept empty alcohol containers and return deposits as a condition of maintaining their liquor licenses; and

WHEREAS many large retailers have raised concerns about this obligation due to logistical challenges, including costs, space limitations, and insufficient infrastructure to manage high volumes of returned containers and local residents in Wawa are very upset that there will be no location in the community or area accepting empty alcohol containers; and

WHEREAS this change may negatively impact vulnerable populations, including low-income individuals who depend on bottle returns as a modest yet vital source of income and will increase the amount of waste being dumped at the municipal landfill; and

WHEREAS the ongoing privatization and deregulation of Ontario's previously effective bottle return program threaten to undermine decades of progress in sustainable waste management, environmental stewardship, and circular economy practices; and

WHEREAS the lack of a clear, accessible, and equitable alternative for recycling alcohol containers may place additional strain on municipal waste systems and contribute to increased environmental degradation;

Page 2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Municipality of Wawa supports the development of an accessible, province-wide, and publicly accountable alcohol container return system that:

1. Protects low-income earners and vulnerable residents who rely on bottle returns;
2. Closes gaps in the deposit-return cycle to reduce landfill waste and environmental harm;
3. Provides adequate infrastructure, training, and support to retailers participating in the return system;
4. Ensures strong, consistent enforcement and oversight of return program compliance;
5. Safeguards the public interest in recycling and waste diversion amid increasing privatization pressures;

AND BE IT FURTHER RESOLVED that the Council urges the Government of Ontario to collaborate meaningfully with municipalities, retailers, environmental organizations, and experts to implement a fair, effective, and inclusive solution that ensures the long-term success of Ontario's deposit-return and recycling systems;

AND BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Premier of Ontario, the Minister of the Environment, Conservation and Parks, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), and all Ontario municipalities for their support and consideration.

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL

This document is available in alternate formats.



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, July 15, 2025

Resolution # RC25121	Meeting Order: 8
Moved by: <i>Cathy Cannon</i>	Seconded by: <i>Joseph Opato</i>

WHEREAS The Beer Store has closed more than 70 of its store locations across the Province since the Ford Government made the decision to end its exclusivity agreement with The Beer Store and allowed other locations like convenience and grocery stores to sell beer, wine and mixed alcoholic drinks; and

WHEREAS many of the retail stores being closed are in small, northern communities such as Chapleau, Atikokan, Powassan and Blind River where The Beer Store is very important to the local community; and

WHEREAS the presence of The Beer Store in Northern Ontario communities and in Wawa, provides good paying jobs, convenient access to beer sales for tourists looking to purchase a variety of Canadian made beer products not carried in other locations and contributes to the local and provincial economy; and

WHEREAS The Beer Store closure in Wawa would lead to job losses in the community and negatively impact the local economy;

NOWTHEREFORE Council of the Municipality of Wawa request that the Provincial Government take the steps necessary to preserve the presence of The Beer Store in small, rural and northern communities and that it request that The Beer Store reconsider its decision to close additional Beer Stores in Ontario, especially in small, northern communities.

AND FURTHER that a copy of this Resolution be forwarded to Premier Doug Ford, Honourable Peter Bethlenfalvy the Minister of Finance, Honourable Victor Fedeli the Minister of Economic Development, Job Creation and Trade, Bill Rosenberg the M.P.P. Algoma-Manitoulin, FONOM, NOMA, and AMO.

RESOLUTION RESULT	RECORDED VOTE		
<input checked="" type="checkbox"/> CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/> DEFEATED	Mitch Hatfield		
<input type="checkbox"/> TABLED	Cathy Cannon		
<input type="checkbox"/> RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/> PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/> WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL
<i>M. Pilon</i>	<i>Maury O'Neill</i>

This document is available in alternate formats.

October 17, 2025

The Beer Store
Corporate Office | 2258 Coleraine Drive
Bolton, ON L7E 3A9

Attention: Roy Benin

Dear Mr. Benin.

The closing of The Beer Store is the final nail in the coffin for those of us in the town of Wawa who are interested in our environment and recycling. I am not a consumer of alcohol, but since 1992, I have picked up the sad, abandoned packaging others have thrown out on the sides of our roads.

As a volunteer, I have cleaned our outdoors of trash by the truckloads and most of it was made up of beer and wine containers. Having a European background and knowing that even pop cans have a deposit of 10 cents on them there, it is with tears in my eyes that I see the loss of a place to turn in recyclables.

I fought the bureaucracy, wrote to companies and ministers about the abuse of our environment and the renewable resources until finally a deposit was established here in Ontario. The program encourages people to turn in their recyclables rather than putting them in the landfill and the pennies add up.

Here in the north, we live in an "untouched" wilderness and try to promote this for tourism, hunting, and fishing. Often, one of the first stops in town is The Beer Store. Why is this now closed when the nearest store is over 200 km away and there is now no place to accept the empties? Our grocery store had beer and wine when that program was first introduced, but has now cut back as they don't want to accept the recyclables. The one convenience store is also not set up for recyclables and doesn't carry the selection of products The Beer Store did.

So, while it is still possible to purchase a limited selection in our town, the loss of the recycling program affects us deeply. Many organizations, such as skating clubs, hockey teams, Boy Scouts/Girl Guides and even retirees profit from the deposit through bottle drives. These assist the community and keep our outdoors clean to benefit the environment as well. Cans and bottles do not disintegrate in the outdoors. To the contrary, broken glass hurts people and wildlife both. Why are we going backwards on this important recycling project? Why are we in the North forgotten.

We will be drowning in beer cans without a recycling program. What is the solution? Please find one as it is you and this government that have made these changes.

Sincerely,



Karin Grundt
Garbologist
P.O. Box 1430
Wawa, ON P0S 1K0



THE CORPORATION OF THE TOWN OF PARRY SOUND
RESOLUTION IN COUNCIL

NO. 2025 – 160

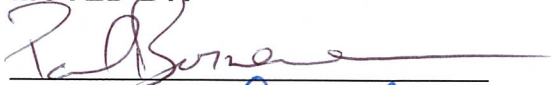
DIVISION LIST

YES NO

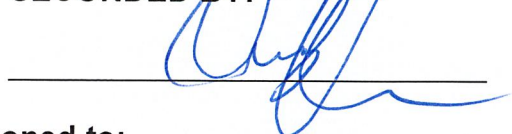
DATE: December 2, 2025

Councillor **G. ASHFORD**
Councillor **J. BELESKEY**
Councillor **P. BORNEMAN**
Councillor **B. KEITH**
Councillor **D. McCANN**
Councillor **C. McDONALD**
Mayor **J. McGARVEY**

MOVED BY:



SECONDED BY:



CARRIED: ☒ DEFEATED: ☐ Postponed to: _____

That the Town of Parry Sound Council hereby supports the Municipality of Wawa's Resolution #RC25170 which supports the development of an accessible, province-wide, and publicly accountable alcohol container return system that:

Protects low-income earners and vulnerable residents who rely on bottle returns;
Closes gaps in the deposit-return cycle to reduce landfill waste and environmental harm;
Provides adequate infrastructure, training, and support to retailers participating in the return system;
Ensures strong, consistent enforcement and oversight of return program compliance;
Safeguards the public interest in recycling and waste diversion amid increasing privatization pressures; and

BE IT FURTHER RESOLVED that Council urges the Government of Ontario to collaborate meaningfully with municipalities, retailers, environmental organizations, and experts to implement a fair, effective, and inclusive solution that ensures the long-term success of Ontario's deposit-return and recycling systems; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Environment, Conservation and Parks, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), and all Ontario municipalities for their support and consideration.





The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, October 21, 2025

Resolution # RC25170	Meeting Order: 8
Moved by: <i>L. K. Gots</i>	Seconded by: <i>M. Hayfield</i>

WHEREAS the Government of Ontario has introduced new regulations, effective January 1, 2025, requiring grocery stores with over 4,000 square feet of retail space to accept empty alcohol containers and return deposits as a condition of maintaining their liquor licenses; and

WHEREAS many large retailers have raised concerns about this obligation due to logistical challenges, including costs, space limitations, and insufficient infrastructure to manage high volumes of returned containers and local residents in Wawa are very upset that there will be no location in the community or area accepting empty alcohol containers; and

WHEREAS this change may negatively impact vulnerable populations, including low-income individuals who depend on bottle returns as a modest yet vital source of income and will increase the amount of waste being dumped at the municipal landfill; and

WHEREAS the ongoing privatization and deregulation of Ontario's previously effective bottle return program threaten to undermine decades of progress in sustainable waste management, environmental stewardship, and circular economy practices; and

WHEREAS the lack of a clear, accessible, and equitable alternative for recycling alcohol containers may place additional strain on municipal waste systems and contribute to increased environmental degradation;

Page 2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

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4. Ensures strong, consistent enforcement and oversight of return program compliance;
5. Safeguards the public interest in recycling and waste diversion amid increasing privatization pressures;

AND BE IT FURTHER RESOLVED that the Council urges the Government of Ontario to collaborate meaningfully with municipalities, retailers, environmental organizations, and experts to implement a fair, effective, and inclusive solution that ensures the long-term success of Ontario's deposit-return and recycling systems;

AND BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Premier of Ontario, the Minister of the Environment, Conservation and Parks, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), and all Ontario municipalities for their support and consideration.

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL

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The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, July 15, 2025

Resolution # RC25121	Meeting Order: 8
Moved by: <i>Cathy Cannon</i>	Seconded by: <i>Joseph Opato</i>

WHEREAS The Beer Store has closed more than 70 of its store locations across the Province since the Ford Government made the decision to end its exclusivity agreement with The Beer Store and allowed other locations like convenience and grocery stores to sell beer, wine and mixed alcoholic drinks; and

WHEREAS many of the retail stores being closed are in small, northern communities such as Chapleau, Atikokan, Powassan and Blind River where The Beer Store is very important to the local community; and

WHEREAS the presence of The Beer Store in Northern Ontario communities and in Wawa, provides good paying jobs, convenient access to beer sales for tourists looking to purchase a variety of Canadian made beer products not carried in other locations and contributes to the local and provincial economy; and

WHEREAS The Beer Store closure in Wawa would lead to job losses in the community and negatively impact the local economy;

NOW THEREFORE Council of the Municipality of Wawa request that the Provincial Government take the steps necessary to preserve the presence of The Beer Store in small, rural and northern communities and that it request that The Beer Store reconsider its decision to close additional Beer Stores in Ontario, especially in small, northern communities.

AND FURTHER that a copy of this Resolution be forwarded to Premier Doug Ford, Honourable Peter Bethlenfalvy the Minister of Finance, Honourable Victor Fedeli the Minister of Economic Development, Job Creation and Trade, Bill Rosenberg the M.P.P. Algoma-Manitoulin, FONOM, NOMA, and AMO.

RESOLUTION RESULT	RECORDED VOTE	YES	NO
<input checked="" type="checkbox"/> CARRIED	MAYOR AND COUNCIL		
<input type="checkbox"/> DEFEATED	Mitch Hatfield		
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Disclosure of Pecuniary Interest and the general nature thereof.

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Clerk: _____

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL
<i>M. Pilon</i>	<i>Maury O'Neill</i>

This document is available in alternate formats.

October 17, 2025

The Beer Store
Corporate Office | 2258 Coleraine Drive
Bolton, ON L7E 3A9

Attention: Roy Benin

Dear Mr. Benin.

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As a volunteer, I have cleaned our outdoors of trash by the truckloads and most of it was made up of beer and wine containers. Having a European background and knowing that even pop cans have a deposit of 10 cents on them there, it is with tears in my eyes that I see the loss of a place to turn in recyclables.

I fought the bureaucracy, wrote to companies and ministers about the abuse of our environment and the renewable resources until finally a deposit was established here in Ontario. The program encourages people to turn in their recyclables rather than putting them in the landfill and the pennies add up.

Here in the north, we live in an "untouched" wilderness and try to promote this for tourism, hunting, and fishing. Often, one of the first stops in town is The Beer Store. Why is this now closed when the nearest store is over 200 km away and there is now no place to accept the empties? Our grocery store had beer and wine when that program was first introduced, but has now cut back as they don't want to accept the recyclables. The one convenience store is also not set up for recyclables and doesn't carry the selection of products The Beer Store did.

So, while it is still possible to purchase a limited selection in our town, the loss of the recycling program affects us deeply. Many organizations, such as skating clubs, hockey teams, Boy Scouts/Girl Guides and even retirees profit from the deposit through bottle drives. These assist the community and keep our outdoors clean to benefit the environment as well. Cans and bottles do not disintegrate in the outdoors. To the contrary, broken glass hurts people and wildlife both. Why are we going backwards on this important recycling project? Why are we in the North forgotten.

We will be drowning in beer cans without a recycling program. What is the solution? Please find one as it is you and this government that have made these changes.

Sincerely,



Karin Grundt
Garbologist
P.O. Box 1430
Wawa, ON P0S 1K0

November 24, 2025

SENT ELECTRONICALLY

City of Hamilton
Haldimand County
Regional Municipality of Niagara
Local Area Municipalities

RE: Federal Program Changes – 2 Billion Trees

At the NPCA's Full Authority Meeting held on November 21, 2025, the following resolution was passed:

Resolution No. FA-125-2025

Moved by: Robert Foster

Seconded by: Brian Grant

WHEREAS the existing commitment through 2 Billion Trees to NPCA's *Trees for All* program is affirmed through to 2028;

WHEREAS NPCA has entered into agreements with partners across the watershed to enhance natural canopy through the *Trees for All* program;

WHEREAS tree planting initiatives provide vital community benefits by sequestering carbon, enhancing biodiversity and natural habitats, improving human health and well-being, and creating opportunities for

THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE RECEIVED**;

AND FURTHER THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE CIRCULATED** to partner and local area municipalities for information.

CARRIED

A copy of Report No. FA-55-25 has been attached for your convenience.

Sincerely,



Melanie Davis
Manager, Office of the CAO & Board
Niagara Peninsula Conservation Authority

Report To: Board of Directors

Subject: Federal Program Changes – 2 Billion Trees

Report No: FA-55-25

Date: November 21, 2025

Recommendation:

WHEREAS the existing commitment through 2 Billion Trees to NPCA's *Trees for All* program is affirmed through to 2028;

WHEREAS NPCA has entered into agreements with partners across the watershed to enhance natural canopy through the *Trees for All* program;

WHEREAS tree planting initiatives provide vital community benefits by sequestering carbon, enhancing biodiversity and natural habitats, improving human health and well-being, and creating opportunities for civic engagement;

BE IT RESOLVED THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE RECEIVED**;

AND FURTHER THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE CIRCULATED** to partner and local area municipalities for information.

Purpose:

The purpose of this report is to advise the Board of Directors of changes to the federally-funded 2 Billion Trees program and inform municipal partners of resources readily available to subsidize tree planting initiatives through NPCA's *Trees for All* program.

Background:

NPCA is a demonstrated leader and tree planting subject matter expert as developed through restoration programming. *Trees for All* provides project management support while securing external funding to reduce expenses for participating landowners and organizations. Under the program, tree planting projects require an extensive year-long implementation cycle that will benefit from confirmed partnerships and formal service

commitments. Increased financial incentives, demand, and local tree planting ambitions further support a collaborative approach in the Niagara Peninsula watershed that leads to effective tree planting program delivery that achieves shared goals and objectives.

O. Reg. 686/21: Mandatory Programs and services identifies tree planting and other restoration endeavors as either non-mandatory Category 2 or 3 programs and services. These services are either conducted collaboratively through levy neutral cost-sharing approaches, via fee-for-service at the request of a municipality, or as determined and recommended by the Conservation Authority to further the purposes of the *Conservation Authorities Act* as in the recommended agreement for services.

O. Reg 687/21: Transition Plans and Agreements for Programs and Services under the *Conservation Authorities Act* stipulates that agreements are required for Programs and Services under Categories 2 and 3.

Lower-tier municipalities in Niagara Region, which are not levied for CA services, can enter into Agreements of Services on a fee-for-service basis when a local municipality wishes to procure NPCA to deliver services that are not procured through the Region.

Trees for All is a multi-year, high-volume tree planting program built on a cost-sharing approach designed for public and private lands in both urban and rural areas within the Niagara Peninsula watershed. NPCA, on behalf of a broad local partnership, has successfully secured funding from the federal 2 Billion Trees program and its aggregators (Forests Canada and Tree Canada) as well as several other third-party sources and the Niagara Peninsula Conservation Foundation (NPCF) to deliver *Trees for All*.

Discussion:

On November 4, 2025, the *2025 Budget: Building Canada Strong* was tabled in the House of Commons and passed its third reading on November 17, 2025. The budget includes targeted savings and program changes, including any additional commitments to 2 Billion Trees.

Pre-existing contribution agreements will continue to be honoured without interruption, including NPCA's agreement that is in place until 2028. There are no anticipated changes to NPCA's *Trees for All* program related to the modification of the federal government's 2 Billion Trees program. When the contribution agreement expires, any uncommitted funds would be returned.

NPCA has agreements in place with many of our local area municipalities and partner agencies for services provided through *Trees for All* and have been actively engaged in the program to enhance tree canopies in their communities. To date, municipal partners have also offered over 200 public properties that could accommodate tree plantings and **13** community tree plantings were hosted with municipal and agency partners throughout 2025.

NPCA continues to leverage Conservation Ontario's partnership with Tree Canada in the National Greening Program to subsidize bareroot stock-oriented planting projects with private landowners. Funds have also been secured through the Ontario Power Generation's Regional Biodiversity Fund and the Royal Bank of Canada to bring tree planting initiatives to the community.

NPCA will continue to work closely with NPCF to leverage funding opportunities in the environmental sector that will further support tree planting initiatives in the Niagara Peninsula watershed.

Financial Implications:

The financial implications of this initiative were outlined in Report No. FA-45-24 which was presented to the Board in September 2024.

Trees for All is funded, in part, through a Contribution Agreement with Natural Resources Canada which outlines the financial contributions and deliverables to March 31, 2028. If financial impacts change, NPCA Staff will update the Board, as appropriate.

Links to Policy/Strategic Plan:

Goal 1.1: Support evidence-based decision-making for climate-resilient watersheds and shorelines.

Goal 1.3: Restore and enhance natural habitat, water resources, and forest cover.

Goal 4.2: Foster relationships with the community, non-government organizations, businesses, agriculture, industry, and academic institutions for collective outcomes and impact.

Goal 6.1: Ensure responsible, sustainable, and sound fiscal practices.

Related Reports and Appendices:

Report No. FA-45-24 RE: Trees for All Update

Authored by:

Original Signed by:

Melanie Davis, M.A.
Manager, Office of the CAO & Board

Reviewed by:

Original Signed by:

Natalie Green, M.Sc., PMP
Director, Watershed Strategies & Climate Change

Submitted by:

Original Signed by:

Leilani Lee-Yates, BES, MSPL.RPD, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer



OFFICE OF THE MAYOR
FRANK CAMPION
60 East Main Street
Welland, Ontario
L3B 3X4
Phone: 905-735-1700
Fax: 905-735-1543

December 2, 2025

Subject: A Call to Action: Standing Together for Justice and the Protection of Canada's Children

Dear Fellow Mayors,

I write to you today not only as the Mayor of Welland, but as a member of a community that has been deeply shaken by an unthinkable act in August 2025: the brutal sexual assault of a three-year-old child. This tragedy has horrified our residents, leaving families in grief and disbelief, and compelling us as leaders to confront the uncomfortable truth that our justice system is failing to adequately protect our most vulnerable.

While no policy can erase the trauma this child and their family will endure, we have a moral obligation to act. This moment demands leadership from all of us, to raise our collective voices and ensure that meaningful reform takes place.

I urge you to join me in calling on provincial and federal governments to take immediate and decisive action by advancing the following measures:

- The full and expedited implementation of recent federal bail and sentencing reforms, so that new provisions designed to protect the public—particularly victims of violent sexual crimes—are applied swiftly and consistently across all jurisdictions.
- Strengthening bail and sentencing provisions so that individuals charged with, or convicted of, violent sexual crimes face the strictest possible conditions, including limits on early release in cases of extreme brutality.
- That parole eligibility for sexual offences against children reflects the full gravity of these crimes, limiting conditional or early release for offenders who pose ongoing risks to community safety.
- Strengthening the National Sex Offender Registry, providing communities and police with timely, accurate information and effective tools to safeguard residents.

Canadians must be able to trust that our justice system prioritizes public safety—especially the safety of children—above all else. Communities like ours cannot bear the weight of knowing that legislative gaps may allow dangerous offenders to harm again.

I am calling on you, my colleagues in municipalities across Canada, to:

1. Pass council resolutions urging your respective provincial governments to review and strengthen laws protecting children from violent offenders.
2. Collaborate through FCM and provincial municipal associations to bring a united municipal voice to Ottawa and all legislatures across the country, advocating for the timely implementation and continued enhancement of justice reforms.
3. Engage your local MPs, MPPs/MLAs, and their governments to advocate for continued legislative and judicial reform.

4. Support awareness and prevention efforts within your communities to reinforce the safety and well-being of every child.

Together, we can create a wave of leadership that demands justice and refuses complacency. The protection of children transcends politics and geography; it is a shared duty that defines who we are as a nation.

Thank you for standing with us in this urgent cause. I would welcome the opportunity to coordinate efforts with you and your councils to move this national call forward.

With respect and solidarity,

A handwritten signature in cursive script, appearing to read "Frank Campion".

Frank Campion
Mayor of Welland

The Corporation of the City of Port Colborne

By-law No. _____

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

Whereas at its meeting of December 9, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Report 2025-241, Subject: Comprehensive CIP East Waterfront CIPA Tax Increment Grant – 80 Nickel Street

Whereas Council is desirous of entering into an agreement with Vergel Group Developments 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 Developments Inc., for the purposes of a Comprehensive CIPA East Waterfront CIPA Property Tax Increment Grant;
2. That the Mayor and the City Clerk be and are hereby authorized and directed to sign and execute the said agreement, attached hereto as Schedule 'A', together with 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 9th day of December 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

SCHEDULE 'A'
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: \$6133.81

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 two (2) years and complete construction of the development within five (5) or within three (3) years for a building permit issuance and complete construction with six (6) years for a Brownfield TIG 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;

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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

TAX INCREMENT GRANT AGREEMENT

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 Authorize Entering into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, for the Canada Housing Infrastructure Fund

Whereas at its meeting of December 9, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Government Relations Department Report No. 2025-240, Subject: Canada Housing Infrastructure Fund - Contribution Agreement; and

Whereas Council is desirous of entering into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, and

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

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

1. That The Corporation of the City of Port Colborne enters into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, regarding the Canada Housing Infrastructure Fund.
2. That the Mayor and the City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement or any other phase of the Canada Housing Infrastructure Fund, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 9th day of December, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

SCHEDULE 'A'

CANADA – CITY OF PORT COLBORNE CANADA HOUSING INFRASTRUCTURE FUND

CONTRIBUTION AGREEMENT FOR BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada ("Canada")

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE, continued or incorporated pursuant to the *Municipal Act, 2001* (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Government of Canada announced \$6 billion in Budget 2024 for the new Canada Housing Infrastructure Fund to accelerate the construction and upgrading of housing-enabling drinking water, wastewater, stormwater, and solid waste infrastructure.

WHEREAS the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada is responsible for the Program entitled the Canada Housing Infrastructure Fund ("Program");

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT ("Project") which qualifies for support under the Program;

WHEREAS Canada provided a letter on MARCH 21, 2025, to the Recipient indicating an approval-in-principle of funding of the project proposal enabling the Recipient to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"**Agreement**" means this contribution agreement and all its schedules, as may be amended from time to time.

"**Agreement End Date**" means MARCH 31, 2031.

"**Asset**" means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part,

with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-Owned Asset.

“Asset Disposal Period” means the period commencing from the Effective Date and ending five (5) years after the Substantial Completion Date.

“Business Day” means any day other than a Saturday, a Sunday, a statutory or civic holiday in the Province of Ontario or federally in Canada, or any day on which banks are not open for business in the Province of Ontario.

“Committee” means the Agreement Monitoring Committee established pursuant to Section 5 (Agreement Monitoring Committee).

“Communications Activity” or “Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs incurred by the recipient that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Event of Default” means a predefined circumstance that allows the non-defaulting party to terminate the agreement.

“Fair Value” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“Final Claim Date” means no later than SIX (6) months prior to the Agreement End Date.

“Final Report” means the report described in Schedule C (Reporting Requirements).

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a Third Party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Natural Infrastructure” means the use of an interconnected set of natural and constructed ecological systems, green spaces, and other landscape features that deliver ecosystem services, as well as hybrid/grey-green infrastructure which combines engineered and natural features to mimic ecosystem services.

“Non-Owned Asset” means an Asset to which the Recipient does not hold the title and ownership.

“Program” means the Canada Housing Infrastructure Fund.

“Program Application Form” means the Project’s Program funding application information provided to the Department of Housing, Infrastructure and Communities’ using identification number CHIFC-001116.

“Progress Report” means the report described in Schedule C (Reporting Requirements).

“Project” means the project as described in Schedule B (Project Details).

“Project Approval Date” means MARCH 21, 2025, which is the date indicated by Canada in writing to the Recipient of Canada’s approval in principle of the Project.

“Project Completion Date” means the date, at which all funded activities of the Project under this Agreement have been completed and which must be no later than the Final Claim Date.

“Substantial Completion Date” means the date at which the Project can be used for its intended use as described in Schedule B (Project Details) as will be set out in Schedule F (Declaration of Substantial Completion).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means total funding from all sources towards Total Project Costs, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than FIFTY percent (50%) of the total Eligible Expenditures for the Project but only up to a maximum of NINETEEN MILLION, TWO HUNDRED FIFTY THOUSAND dollars (\$19,250,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada’s total contribution towards the Project exceeds the amount set out in Subsection 3.1 (a) or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution

by an amount equal to the excess.

- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project, or of any change thereof.
- d) The Recipient will be responsible for any and all costs associated with the Project should the Project be cancelled, and the Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure that all necessary rights, interests, permits, licenses, approvals, registrations, and any other authorizations required to complete the Project are obtained.
- f) Based on the definitions of "disability" and "barrier" per the [Accessible Canada Act](#), the Recipient will ensure that the Project will meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, as defined in the Canadian Standards Association's Technical Standard Accessible Design for the Built Environment (CAN/CSA B651:23), in addition to applicable Provincial building codes and relevant municipal by-laws.
- g) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- h) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Subsection 19.6 (Set-off by Canada).
- i) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- j) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project or changes that reduce the outcomes of the Project. For clarity, in such cases, Canada may with advance notice, reduce or terminate any payment under this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.
- k) The Recipient will implement risk treatment measures for the Project for climate hazards identified in the Program Application Form, as applicable, using future climate design data or best available data, to Canada's satisfaction.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may

reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding may require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Subsection 19.14 (Amendments).
- c) The Recipient will provide, at Canada's request and to Canada's satisfaction, any additional information related to changes to the Project or to this Agreement.

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) Business Days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

3.7 CONDITION PRECEDENT

- a) Condition(s)
 - The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:
 - i. The Recipient has confirmed to Canada's satisfaction that all sources of funds for the Project are secured.
 - ii. The Recipient has provided information to Canada on the climate hazard treatment measures being implemented for the Project for each identified hazard and on the type of data used, including

future climate data or best available data, as applicable, to Canada's satisfaction.

b) Remedy

In the event that the Recipient is unable to meet the condition(s) set out in Section 3.7 (a) (Condition(s)), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by [\[INSERT BY-LAW OR RESOLUTION REFERENCE\]](#), dated December 31, 2025;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada in its Program Application Form, as described in Schedule B.1 (Project Description), and in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not made and will not make a payment or provide other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- j) the Recipient agrees to purchase, provide, and maintain adequate comprehensive commercial general liability insurance to cover claims for bodily injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement.

5. AGREEMENT MONITORING COMMITTEE

If deemed required by Canada, the Parties will establish a Committee, identify one federal co-chair and one Recipient co-chair, and establish Terms of Reference. The Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule E (Communications Protocol);
- c) Monitor Project risks and mitigation measures;
- d) Monitor the progress of the Project as per described in Schedule C (Reporting Requirements);
- e) Ensure that audit plan(s) are carried out as per this Agreement, including but not limited to Section 12 (Audit, Program Evaluation and Monitoring for Compliance);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive, and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) Unless otherwise specified by Canada, the Recipient will notify Canada of any Contract awarded in a manner that is not in compliance with the foregoing. Canada will notify the Recipient as to whether the expenditures associated with the Contract can be considered Eligible Expenditures.
- c) If Canada becomes aware that a Contract has been awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- d) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(c), the Recipient shall repay to Canada any funds that have been paid in relation to the Contract and are no longer considered eligible by Canada, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.

Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

8.1 INDIGENOUS CONSULTATION

The Recipient agrees that:

- a) it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i. explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii. provide a report to Canada, which will include:
 - 1) a list of all Indigenous communities contacted;
 - 2) a summary of all communications with the Indigenous communities;
 - 3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - 4) any other information Canada may consider appropriate.
- b) accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
- c) no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

8.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada determines that further Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities and agrees that clause 8.1 will be applicable.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make payments until the requirements under Schedule C (Reporting Requirements) and any audit requirements as required in Section 12 (Audit, Evaluation and Monitoring for Compliance) are, in Canada's opinion, satisfied to the extent possible.

- c) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms in writing to Canada, and to Canada's satisfaction, the necessary rights or interests with respect to land required for the Project in respect of that Asset.
- d) Canada will not make a payment until the requirements under Subsection 3.7 (Conditions Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the payment is to be made by Canada.

9.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. a breakdown of Eligible Expenditures claimed in a form set out by Canada;
 - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed
- c) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- d) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred.
- b) The Recipient will provide a final claim to Canada by the Final Claim Date, along with all information required under Schedule C (Reporting Requirements), Section 12 (Audit, Evaluation and Monitoring for Compliance), and Declaration of Substantial Completion (Schedule F).

9.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents;
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

9.4 RETENTION OF CONTRIBUTION

Canada will retain FIVE percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released through the final claim by Canada upon review and acceptance of the Final Report described in Schedule C (Reporting Requirements), confirmation of the Total Financial Assistance in accordance with Section 3.2 (c) (Commitments by the Recipient) in the form set out in Schedule D (Certificate of Compliance for Claims) and the Recipient fulfills all of its obligations under this Agreement.

9.5 FINAL RECONCILIATION

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.6 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. INFORMATION MANAGEMENT

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient regarding reporting and sharing information under this Agreement, including Section 10 (Reporting) and any other reporting and information sharing obligations as requested by Canada.

12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

12.1 AUDITS INITIATED BY CANADA

- a) Canada may, at its discretion, conduct an audit related to this Agreement, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles). The Recipient agrees to cooperate with Canada in the conduct of any audits. Audits will be conducted at Canada's own cost. Canada will not compensate the Recipient for costs incurred by the Recipient to respond to the audits, such as staff time.
- b) Canada uses a risk-based approach to determine whether audit(s) under this Agreement are necessary. If this Agreement is selected to be audited, the Recipient will be informed in advance of the scope and nature of the audit.

12.2 INTENTIONALLY OMITTED

12.3 REPORTS OF REVIEWS OR AUDITS CARRIED OUT BY, OR ON BEHALF OF, THE RECIPIENT

The Recipient agrees to provide Canada with any reports of reviews or audits that have been conducted on the use of contribution funding under this Agreement as soon as possible, but no later than sixty (60) Business Days following receipt.

12.4 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. To this end, the Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. This could include relevant evaluations that have been conducted by the Recipient on the use of contribution funding under this Agreement. All evaluation results of the Program may be made available to the public, subject to all applicable laws and policy requirements.

12.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12.7 CORRECTIVE ACTION

The Recipient will submit to Canada in writing a report on follow-up actions to address recommendations and results of any audit, inquiry or evaluation findings as soon as possible, but no later than sixty (60) Business Days following receipt, and will ensure that prompt and timely corrective action is taken.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

13.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

13.4 PROGRAM PROMOTION

Canada may use or publish internally or externally, in whole or in part, in any form and by any medium, film or photographs of the Project taken by Canada or the Recipient during site visits, engagement activities, events or announcements, for the purposes of promoting the program.

13.5 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by, the public.
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities; and
- c) The Recipient shall encourage members of both official languages communities to participate in the Project.

14. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient, with the exception of media taken by Canada for the purposes of Subsection 13.4 (Program Promotion).
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

15. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) If a contentious issue arises, it will be referred to the Committee and/or the Program Director and the assigned representative of the Recipient. The Committee and/or the Program Director and the assigned representative of the Recipient will examine it and will, in good faith and reasonably, attempt to resolve it within thirty (30) Business Days from the receipt of notice.
- c) Where the Committee and/or the Director of the Program and the assigned representative of the Recipient cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within thirty (30) Business Days.
- d) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the

issue.

- e) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- f) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

16. DEFAULT

16.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

16.2 DECLARATION OF DEFAULT

- a) Canada may declare a default if:
 - i. In Canada's opinion, one or more of the Events of Default occurs;
 - ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
 - iii. the Recipient has failed, within thirty (30) Business Days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

16.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

17.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or

- infringement of rights;
 - b) any damage to, loss of, or destruction of property of any Person; or
 - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Agreement or the Project.

17.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

18. ASSETS

18.1 ASSET DISPOSAL

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; and
 - ii. for a Non-Owned Asset, retain all necessary rights, interests, and permissions in Non-Owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

19. GENERAL

19.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

19.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the accounting standards that govern the Recipient's financial reporting or the Public Sector Accounting Standards (PSAS) in effect in Canada.

19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown which the Recipient will reimburse to Canada forthwith on demand.

19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Any debts due to the federal Crown by the Recipient after the repayment due date will constitute an overdue repayment and will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

19.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

19.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

19.12 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

19.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

19.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Notwithstanding the aforementioned, amendments to Schedule B.2 (Project Budget) made pursuant to Subsection 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Subsection 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

19.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

19.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail or email to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Senior Director, Canada Housing Infrastructure Fund

1100 - 180 Kent Street,

Ottawa, Ontario

K1P 0B6

chif-mr-fcil-sr@infc.gc.ca

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

Recipient:

Director of Development & Government Relations

66 Charlotte Street,

Port Colborne, Ontario

L3K 3C8

Gary.Long@portcolborne.ca

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail or email, when receipt is acknowledged by the other Party;
 - iii. if sent by registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

19.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

19.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in the Province of Ontario. The Parties attorn to the jurisdiction of the Courts of the Province of Ontario and all courts competent to hear appeals from the Courts of the Province of Ontario.

19.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

SIGNATURES

This Agreement has been executed on behalf of HIS MAJESTY THE KING IN RIGHT OF CANADA by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada and on behalf of THE CORPORATION OF THE CITY OF PORT COLBORNE by the MAYOR on the date below each Party’s respective signature.

HIS MAJESTY THE KING IN RIGHT
OF CANADA

THE CORPORATION OF THE CITY OF
PORT COLBORNE

Per: David Mac Donald
A/Director General, Resilient and
Innovative Communities

Per: William C. Steele
Mayor

Signed for and on behalf of the
Minister of Housing and Infrastructure
and Minister responsible for Pacific
Economic Development Canada, by:
David Mac Donald; A/Director
General, Resilient and Innovative
Communities

Date of Canada Signature

Date of Recipient Signature
I have the authority to bind the Recipient.

Per: Charlotte Madden
City Clerk

Date of Recipient Signature

I have the authority to bind the Recipient.

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

a) Eligible Expenditures will include the following:

- i. All costs Incurred between the Project Approval Date and the Final Claim Date that are considered by Canada to be direct and necessary for the successful implementation of the Project, excluding those explicitly identified in section A.2 (Ineligible Expenditures), and which may include capital costs, design and planning costs, and costs related to meeting specific Program requirements, including those outlined in paragraph (k) of section 3.2 (Commitments by the Recipient).
- ii. The incremental costs of employees of the Recipient may be included as Eligible Expenditures for the Project under the following conditions:
 - a) The costs are for the purpose of Indigenous consultation and engagement activities; or
 - b) The arrangement is approved in writing by Canada.
- iii. Costs will only be eligible as of the Project Approval Date, except for the following costs which are eligible if Incurred before the Project Approval Date, but can only be paid after the Effective Date.
 - a) Costs associated with federal environmental assessment and Indigenous consultation and engagement activities, which are retroactively eligible up to September 10, 2024.
 - b) Costs associated with meeting specific Program requirements as outlined in paragraph (k) of section 3.2 (Commitments by the Recipient) which are retroactively eligible up to September 10, 2024.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total eligible expenditures of the Project, including:

a) Costs Incurred before the Project Approval Date, except for:

- i. Costs associated with federal environmental assessment and Indigenous consultation and engagement activities, which are retroactively eligible up to September 10, 2024.
- ii. Costs associated with meeting specific Program requirements as outlined in paragraphs (k) of section 3.2 (Commitments by the Recipient), which are retroactively eligible up to September 10, 2024.

b) Costs Incurred for cancelled Projects.

c) Costs for leasing land, buildings and other facilities; costs for leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs.

d) The Recipient's employee and overhead costs, except:

- i. those for the purpose of Indigenous consultation and engagement activities; and
- ii. incremental costs related to the Recipient's employees, in accordance with paragraph a) ii. of Schedule A.1 (Eligible Expenditures).

e) Costs associated with on-going operating expenses and regularly scheduled maintenance work.

f) Financing charges, legal fees, mediation and alternative dispute resolution fees, collateral on mortgage financing, and loan interest payments, including those related to easements (e.g. surveys) except for:

- i. legal fees Incurred by Indigenous peoples whose rights may be impacted by Project activities funded by the Program that are reasonable, as determined by Canada;

g) Any goods and services costs which are received through donations or in kind.

- h) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates.
- i) Costs related to furnishing and non-fixed assets, unless approved by Canada.
- j) All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Indigenous consultation obligations as required under sections 7 (Environmental Assessment) and 8 (Indigenous Consultation) have been met and continue to be met.
- k) Land acquisition costs.

SCHEDULE B – PROJECT DETAILS

SCHEDULE B.1: PROJECT DESCRIPTION

For clarity, the Project description includes the information that the Recipient provided to Canada in support of its request for Project funding through the Program Application Form.

Project Title: Building Capacity for the City of Port Colborne: Investing in Growth and Development

Purpose and Objective(s):

The Project in the City of Port Colborne, Ontario, involves the construction of a wastewater pump station, as well as drinking water, wastewater, and stormwater pipes in order to:

- provide municipal servicing to planned housing developments,
- support low-emission and energy efficient housing, and
- increase housing affordability, particularly for low socioeconomic populations.

These infrastructure upgrades are essential, as there is no existing municipal drinking water, wastewater, or stormwater infrastructure in place to serve planned housing developments. These housing developments are necessary to increase market supply and therefore improve affordability of housing and support population growth in the community.

This new infrastructure will remove barriers to new housing units, including the construction of medium to high density and missing middle housing units to provide a wider variety of housing options.

The Project will enable the development of approximately 3,310 housing units. This will contribute to alleviating the housing shortage, increasing the variety of housing options, and improving residents’ well-being.

Project Scope and Activities:

The Project scope includes the installation of five assets:

1. New local drinking water pipes
2. New sanitary sewer pipes
3. New sanitary force main
4. New wastewater pump stations
5. New stormwater pipes

This new infrastructure will be constructed in coordination with the associated earthwork and roadwork necessary to provide access to the development.

These activities are essential to establish drinking water, wastewater, and stormwater services in the Project areas.

Expected Project Outcomes and Benefits:

In order to illustrate how the Project will contribute to increased housing opportunities and improved climate resiliency, the Recipient will collect performance data (baseline and target) and report on the following performance indicators that the Project will contribute to (data in Table B1.1 may be changed through administrative processes determined by Canada):

Table B1.1

Output(s)	Nature of work (New, Expansion, or Rehabilitation)	Indicator	Before Investment (Baseline)	After Investment (Target)
Local Drinking Water Pipes	New	Length of asset (m)	0	1,600
		Physical condition of asset	Not Applicable	Very Good

		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Sanitary Sewer Pipes	New	Length of asset (m)	0	350
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Sanitary Force Main	New	Length of asset (m)	0	1,600
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Wastewater Pump/ Lift Stations	New	Number of assets (count)	0	1
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
		Total maximum design capacity (L/s)	0	10
Stormwater pipes	New	Length of asset (m)	0	1,600
		Physical condition of asset	Not Applicable	Very Good
		Remaining useful life of the asset (in years)	0	75
		Total estimated useful life of asset (in years)		75
Outcome(s)		Indicator	Before Investment	After Investment

Enabling new housing via increased supply in Canadian communities		Total number of existing housing units served	0	
		Number of additional housing units enabled		3,310
		Current number of affordable housing units in the community	41	
		Estimated number of affordable housing units that will be enabled by the project.		0
		For the identified housing developments mentioned in the Application in relation to the project: confirm the number of housing units associated with these known developments (estimated at the start and end of the project)		3,310
Improved capacity of housing-enabling infrastructure in Canadian communities		Population served by wastewater, drinking water or solid waste infrastructure	0	12,240
Environmental and social co-benefits		Will the project help resolve any active drinking water advisories?		No, Project will not help resolve active drinking water advisories
		Population benefitting from resolved drinking water advisories		0

		Will the proposed wastewater project contribute to achieving or maintaining compliance with the Wastewater Systems Effluent Regulations (WSER) or an equivalency agreement under the Fisheries Act?		Yes, achieving compliance
		Average number of days per year when stormwater system capacity is exceeded	18	17

This data is collected for the purpose of performance measurement, reporting to people living in Canada, and to inform future program design.

SCHEDULE B.2: PROJECT FINANCIALS

Project Budget	Amount
Total Project Cost	\$38,500,000
Total Eligible Cost	\$38,500,000

Fiscal Year Breakdown

Fiscal Year	2025-2026	2026-2027	2027-2028	2028-2029	Total
HICC Contribution	\$0	\$8,376,625	\$750,000	\$10,123,375	\$19,250,000

Funding Contributors

Other Contributors	
Province of Ontario	\$11,132,500
City of Port Colborne	\$8,117,500
Sub-total from Other Contributors	\$19,250,000
In-Kind Contributions*	
	\$0
Sub-total In-Kind Contribution	\$0
Total Funding Contributors	\$19,250,000

SCHEDULE B.3: CLAIM FREQUENCY TABLE

Payment Period	Required Documents	Frequency
Optional Progress Claim	Claim Form Certificate of Compliance for Claim	Anytime during Fiscal Year.
Year-end Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for Claim	No later than March 15 of each fiscal year. HICC may request an estimate of costs incurred up to March 31, due in the first week of April.
Final Claim	Claim Form Updated Cashflow Certificate of Compliance for Claim Declaration of Substantial Completion (Schedule F)	No later than six (6) months prior to the Agreement End Date.

SCHEDULE C – REPORTING REQUIREMENTS

- a) Unless otherwise agreed to by Canada, the Recipient will submit to Canada, no later than November 30th each Fiscal Year, a Project Progress Report to Canada's satisfaction.
- b) The Progress Report and Final Report will include updated information, as determined by Canada, allowing Canada to assess the progress and financial status of the Project and evaluate the achievement of performance and expected results for the Project. This information may include but is not limited to:
 - i. updated total eligible costs;
 - ii. updated cashflow;
 - iii. forecasted and actual construction start and end dates;
 - iv. achieved or expected results;
 - v. risk and mitigation strategies; and
 - vi. communication activities.
- c) In addition to the foregoing, the Final Report must include but is not limited to the project's major achievements, outcomes and benefits, and a completed Schedule F (Declaration of Substantial Completion).
- d) The Progress Report and Final Report will be attested by a senior designated official who is duly authorized by the Recipient. These reports will be submitted to Canada in an agreed upon format acceptable to Canada.
- e) Unless otherwise agreed to by Canada, the Recipient will submit a Final Report to Canada no later than the Final Claim Date to Canada's satisfaction.
- f) Unless otherwise agreed to by Canada, prior to Canada's first payment for the Project, as per Subsection 3.7 (Condition Precedent), the Recipient will submit a supplementary report to Canada containing any additional information, as determined by Canada and to Canada's satisfaction, on requirements outlined in paragraph (k) of section 3.2 (Commitments by the Recipient).
- g) The Recipient will provide, at Canada's request and to Canada's satisfaction, additional information related to Project Progress, including any information on greenhouse gas emissions reduction measures being implemented for the Project.
- h) The Recipient agrees and will ensure that Canada may use the information submitted under this section to publicly report on Program results.

SCHEDULE D – CERTIFICATE OF COMPLIANCE FOR CLAIMS

In the matter of the Agreement entered into between HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Recipient”), represented by [insert name of signatory], concerning the BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT Project.

I, [insert name of signatory], of the City/Town of [insert location], Province/Territory of [insert name of Province or Territory], declare as follows:

1. That I hold the position of [insert position title] with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [insert reference to the by law or internal policy authority that allows recipient to provide this certification] dated [insert date].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

[Insert (7) and (8) if this is the final claim:]

7. The Project as defined in the Agreement has been completed.
8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

[Insert (9) if applicable:]

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Aboriginal consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:

[Include all total financial assistance received or due if this is the final claim:]

11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this [insert day] of [insert month], 20[insert year]

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

SCHEDULE E.1: PURPOSE

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project, including joint project funding announcement and all subsequent project milestone communication opportunities.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) Communications Activities may include, but are not limited to, public, virtual or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

SCHEDULE E.2: GUIDING PRINCIPLES

- a) The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.
- b) Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.
- c) The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.
- d) The Recipient will address any deficiencies and/or corrective actions identified by Canada.

SCHEDULE E.3: GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to Canada.

SCHEDULE E.4: JOINT COMMUNICATIONS

- a) Canada and the Recipient will work together with respect to Joint Communications about the funding and progress of the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) Business Days' notice to the other Parties. If the Communications Activity is an event*, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other party to participate and choose their own designated representative for events*, announcements by news release, joint statement, etc.
- f) As Canada has an obligation to communicate in English and French, communications products issued by the Government of Canada must be bilingual and include the Canada wordmark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The Recipient will be responsible for providing on-site communications and logistics support.

- h) The conduct of all Joint Communications will follow the [Table of Precedence for Canada](https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html) (<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>).

**Events include, but are not limited to, in-person or virtual news conferences, public announcements, official events or ceremonies, and news releases.*

SCHEDULE E.5: INDIVIDUAL COMMUNICATIONS

- a) Canada retains the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funding through its own communications products and activities.
- b) Canada and the Recipient may include general program messaging and an overview of this Project in their own communications products and activities. The Party undertaking these activities will recognize the funding of all Parties.
- c) Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Digital Communications, Websites and Webpages

- a) Canada or the Recipient may issue digital communications to communicate progress of the Project.
- b) The Recipient will ensure that:
 - i. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, “This project is funded in part by the Government of Canada.” The Canada wordmark or digital sign must link to Housing, Infrastructure and Communities Canada’s website, at <https://housing-infrastructure.canada.ca>. The guidelines for how this recognition is to appear and language requirements are published on the Department’s Infrastructure Project Signage Guidelines webpage (<https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>)
 - ii. The Recipient will be requested to send to Canada a minimum of two high-resolution, good quality photographs; one of the construction in progress (if applicable), and one of the completed project, for use in Canada’s social media channels and other digital Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to photo@infrc.gc.ca along with the Project name and location.

Advertising campaigns

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/advertising.html>).
- b) In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty one (21) Business Days prior to the campaign launch.

Success stories

- a) Canada and/or the Recipient may issue communication activities and products, including but not limited to, project success stories, vignettes, and multi-media products, to promote the project. The Recipient agrees to support Canada with content and visuals as required and where possible.

SCHEDULE E.6: OPERATIONAL COMMUNICATIONS

- a) The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, “This project is funded in part by the Government of Canada.”

SCHEDULE E.7: MEDIA RELATIONS, EVENTS AND PROJECT ANNOUNCEMENTS

- a) Canada and the Recipient will share information promptly with the other Party should sensitive and/or a significant volume of media inquiries be received or if major stakeholder issues relating to the Project arise. Recipients will be responsible for answering media questions related to the progress, construction timelines, contracting, etc., of the Project.
- b) The Parties agree to have media events about the funding and status of the Project. Key milestones may be marked by public events, news releases, site visits, and/or other mechanisms. Either of the Parties or other funding contributors may request a media event. The requestor of a media event will provide at least fifteen (15) Business Days of notice to the other Party of their intention to undertake such an event. Both Parties will agree on the event location and date.
- c) Media events related to the Project will not occur without the prior knowledge and agreement of both Parties.

SCHEDULE E.8: SIGNAGE

- a) Canada, the Recipient and other funding contributors may each have a sign recognizing their funding contribution to the Project.
- b) Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors’ funding at the Project site(s) in accordance with current federal signage guidelines. Federal signage will be at least equivalent in size and prominence to Project signage for contributions made by other orders of government. The federal sign’s design, content, printing and installation guidelines are provided by Canada through the Housing, Infrastructure and Communities Canada website at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.
- c) The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- d) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- e) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

SCHEDULE E.9: COMMUNICATIONS COSTS

The eligibility of costs related to communication activities that provide public information on the Project will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Recipient”), represented by [insert name of signatory], concerning the BUILDING CAPACITY FOR THE CITY OF PORT COLBORNE: INVESTING IN GROWTH AND DEVELOPMENT Project.

I, [insert name of signatory], of the City/Town [insert location],
Province/Territory of [insert name of Province or Territory], declare as follows:

- 1. I hold the position of [insert position title] with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
- 2.
 - a) I have received the following documents for the INVESTING IN TOMORROW: IMPROVEMENTS TO PORT COLBORNE’S INFRASTRUCTURE TO SUPPORT HOUSING GROWTH Project:
 - i. [List name of relevant document e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [insert if applicable “signed by [insert name of person who signed relevant document], a [enter profession, e.g. professional engineer, professional architect or other applicable professional] for the Project.”]
 - ii. ...
 - b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the [insert day] day of the [insert month] 20[insert year].

[Insert #3, if applicable:]

- 3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [List the applicable environmental review or assessment e.g. the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime.]:
 - i. [List name of relevant document] signed by [insert name of person who signed relevant document], an [enter profession, e.g. professional engineer, professional architect or other applicable professional].
 - ii. ...
- 4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at [insert location] (City/Town), in [insert name of Province or Territory]
(Province/Territory) this [insert day] of [insert month], 20[insert year].

Signature

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-Law to Amend By-Law No. 89-2000, as amended, Being a By-Law regulating Parking and Traffic on City Roads (Parking Prohibitions)

Whereas the Council of The Corporation of the City of Port Colborne (Council) enacted By-law 29-2000, Being a By-Law regulating Traffic and Parking on City Roads Within the City of Port Colborne, on the 25th day of November 2002; and

Whereas Council repealed By-law 89-2000, as amended, and enacted as a re-enactment By-law 89-2000, Being a By-law regulating parking and traffic on City Roads within the City of Port Colborne, on the 26th day of April, 2022; and

Whereas By-law No. 7172/114/23 passed by Council on November 28, 2023, delegated certain powers and duties under various Acts to certain Municipal Officers and Employees, including the Authority to amend the schedules that regulate stopping prohibition, stop controlled intersections, parking prohibition, limited parking restrictions, parking meter zones, commercial vehicle load permits, loading prohibitions, yield signs, prohibited turns, one-way highways, and speed limits on highways under the jurisdiction of the City of Port Colborne;

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

- 1. That Schedule “C” - Parking Prohibitions to By-Law 89-2000, as amended, Being a By-Law regulating parking and traffic on City Roads within the City of Port Colborne, be further amended by adding the following thereto:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>		<u>Column 4</u>
Highway	Side	From	To	Times/Days
Welland Street	Both sides	Rodney Street	Louis Street	Any time

- 2. 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 passage of this by-law.
- 3. The provisions of this By-Law shall take effect on passing, subject to the display of the official signs.

Enacted and passed this 9th day of December 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to Adopt, Ratify and Confirm the proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of December 9, 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 December 9, 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 9th day of December, 2025.

William C. Steele
Mayor

Charlotte Madden
City Clerk