

**City of Port Colborne
Council Meeting Agenda**

Date: Tuesday, February 10, 2026
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Pages

1. Call to Order
2. Adoption of Agenda
3. Disclosures of Interest
4. Closed Session (Beginning at 5 p.m.)
 - 4.1 Approval of Closed Session Minutes
 - a. Regular Council Meeting (Closed Session) - November 12, 2025
 - b. Regular Council Meeting (Closed Session) - November 25, 2025
 - c. Special Council Meeting (Closed Session) - January 27, 2026
 - 4.2 Council Training

Council training pursuant to the *Municipal Act, 2001*, subsection 239(3.1)
A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

 1. The meeting is held for the purpose of educating or training the members.
 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
5. Back to Open Session (Beginning at 6:30 p.m.)

6. National Anthem

7. Land Acknowledgement

The Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the 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.

8. Statutory Public Meeting

Statutory public meetings are held to present planning applications in a public forum as required by the *Planning Act*. Requests to delegate virtually will be accepted until 12:00 p.m. on the day of the meeting by contacting deputyclerk@portcolborne.ca. To delegate in person, requests are appreciated, but not mandatory.

8.1 Public Meeting Report for Proposed Expansion to the Downtown
Community Improvement Plan Area – 395 Elm Street, 2026-16

1

9. Proclamations

9.1 Heritage Week - February 16 - 22, 2026

7

10. Presentations

11. 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.

12. Mayor's Report

13. Regional Councillor's Report

14. 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.

14.1 Approval of Minutes

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| a. | Special Council Meeting - January 27, 2026 | 9 |
| b. | Regular Council Meeting - January 27, 2026 | 12 |

14.2 Receipt of Minutes of Boards & Committees

14.3 Staff Reports

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|----|--|----|
| a. | Property Lease for Cell Tower, Bell Mobility Inc.- Public Works Property at 3 Killaly Street West, 2026-02 | 24 |
| b. | PC Forge Consideration for a Class IV Noise Designation, 2026-10 | 43 |
| c. | Recommendation Report for Deeming By-law Application – 30 Knoll Street, 2026-18 | 48 |
| d. | Raglan Street (AKA Bell Street) Stop and Close and Surplus Declaration, 2026-27 | 53 |

14.4 Receipt of Correspondence Items

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| a. | City of Welland - Winter Cold Weather Response Plan Review | 60 |
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15. Items Requiring Separate Discussion

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| 15.1 | Regional Waste Collection Service Levels, 2026-13 | 61 |
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16. Staff Remarks

17. Councillors' Remarks

18. Motions

19. Notice of Motions

20. By-laws

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| 20.1 | By-law No. 7427/11/26 | 67 |
| | Being a By-law to Authorize entering into a Lease Agreement with Bell Mobility Inc. regarding City Property at 3 Killaly Street West | |
| 20.2 | By-law No. 7428/12/26 | 79 |
| | Being a by-law to designate a Plan of Subdivision, or part thereof, not to be a Registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act. | |
| 20.3 | By-law No. 7429/13/26 | 80 |
| | 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 and to Repeal By-law No. 7414/105/25 | |
| 20.4 | By-law No. 7430/14/26 | 116 |
| | Being a By-law to Stop and Close for Raglan Street (AKA Bell Street) Part of Raglan Street (also known as Bell Street) St Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1 | |
| 20.5 | By-law No. 7431/15/26 | 117 |
| | Being a By-Law to Amend By-Law No. 4321/157/02, Being a By-law to Provide for the Licensing, Regulating and Governing of Trailer Camps | |
| 20.6 | By-law No. 7432/16/26 | 118 |
| | By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne | |

21. Procedural Motions

22. Adjournment



**Subject: Public Meeting Report for Proposed Expansion to the
Downtown Community Improvement Plan Area – 395 Elm
Street**

To: Council - Public Meeting

From: Planning and Development

Report Number: 2026-16

Meeting Date: February 10, 2026

Recommendation:

That Planning and Development Department Report 2026-16 be received; and

That Council direct Planning and Development Department staff to bring forward a recommendation report to the next available meeting.

Purpose:

The purpose of this report is to provide Council with information regarding a request submitted by Azim Kassam of 13489116 Canada Inc., to have 395 Elm Street added to the Downtown Community Improvement Plan Area.

Background:

On November 28, 2023, Council approved a Comprehensive Community Improvement Plan (CIP). The Downtown CIP is one of the geographic areas outlined in the CIP. The existing CIP area was established through the plan's adoption and is attached as Appendix A to this report. Within the CIP is a mechanism to have properties that border the existing CIP area to be added. This report follows the process for the subject property in consideration.

Discussion:

The subject lands are proposed to be developed as a 6 storey, 78-unit residential building. Currently the proposed development has a draft Site Plan Control agreement awaiting execution from the property owner.

The applicant has not yet sought any specific incentives, as 395 Elm Street is currently outside of the approved Downtown CIP boundary (Appendix B). The owner of the subject property, 13489116 Canada Inc. has made a request to include the proposed development site at 395 Elm Street in the Downtown CIP area. If Council were to approve this request, the property would become eligible for grants and incentives in accordance with the City's approved [Comprehensive Community Improvement Plan](#)

The CIP program adopted by Council has a provision that lands abutting / touching the CIP boundary can be included within the CIP area, with the approval of Council.

Staff will be reviewing the above and any comments made at the Public Meeting for inclusion in the upcoming recommendation report.

Internal Consultations:

This request is being reviewed and processed in partnership with Economic Development and Planning staff.

Financial Implications:

The proposed CIP expansion will allow the property to be eligible for grants and incentives provided through the Downtown CIP plan. Applicable grants and incentives under the CIP include the following:

- Property Tax Increment Grant
- Intensification Grant

The proposed inclusion in the CIP will also open up the property's eligibility for Regional Tax Increment Grant portion of the TIG.

Costs associated with the advertisement of this Public Meeting are reimbursed by the applicant to the City.

Public Engagement:

Notice of the Public Meeting was published in the newspaper on January 24th and 31st, February 5th and 7th. The Notice was also posted on the City of Port Colborne website

under “Current Applications”. As of the date of preparing this report, no comments have been received.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
 - Increased Housing Options
-

Conclusion:

Planning staff are not providing a recommendation at this public meeting to allow all comments and questions from Council and the public to be addressed. The recommendation report will be brought forward to the next available Council meeting for consideration.

Appendices:

- a. Downtown CIP Area
- b. Downtown CIP Area with 395 Elm Street abutting

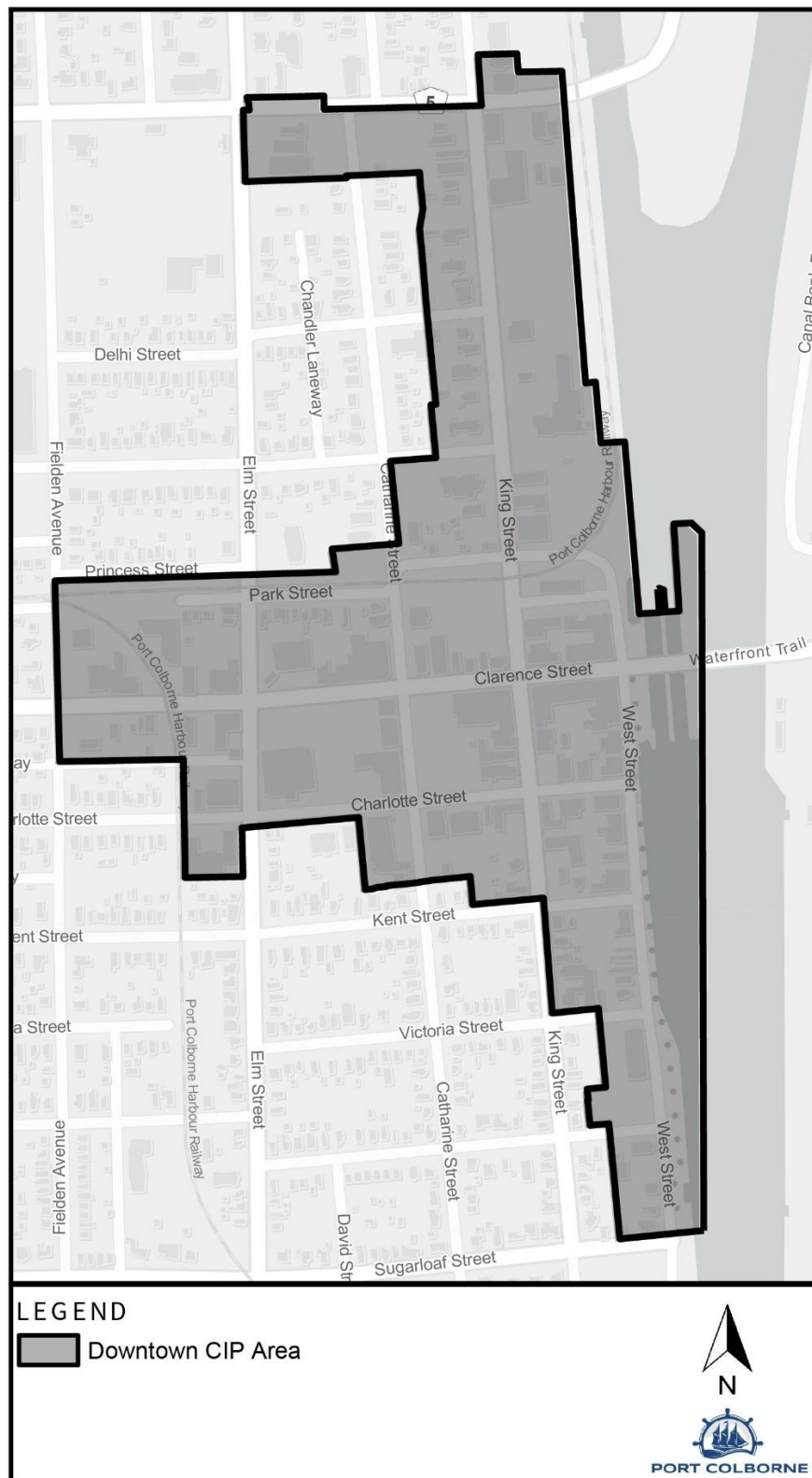
Respectfully submitted,

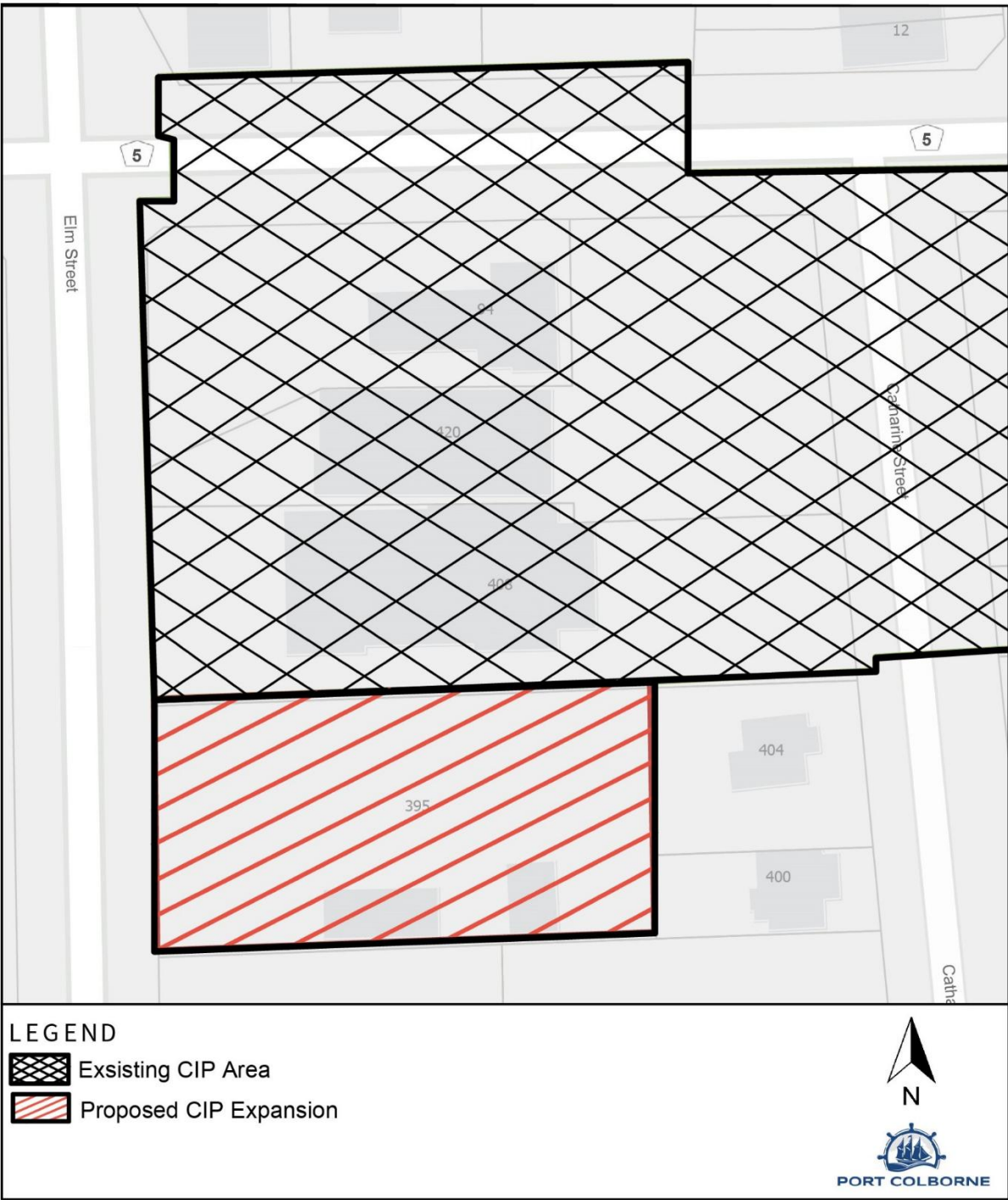
Bram Cotton
Economic Development Officer
(905)
Bram.Cotton@portcolborne.ca

Erik Acs
Chief Planner
City of Port Colborne
(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.





Heritage Week Proclamation

February 16th to 22nd, 2026

WHEREAS the third week of February marks Heritage Week, in which we celebrate Heritage in all its forms (cultural and natural, architectural, archaeological, and collections) and its diverse traditions and cultural expressions; and

WHEREAS Heritage Week provides a wonderful opportunity for individuals and communities to reflect on their contributions to Ontario; and

WHEREAS how heritage is conserved, promoted, and commemorated, and how they might shape the future; and

WHEREAS During Heritage Week 2026, the Port Colborne Historical & Marine Museum will be celebrating the theme of 'Making Heritage Accessible' by showcasing the efforts being made to make heritage resources available for all to learn from. Join us all week to explore online exhibitions, access digital resources, and bring history into community spaces.

NOW THEREFORE: I, Mayor William Steele, do hereby proclaim February 16th - 22nd as "Heritage Week" in Port Colborne.

February 10, 2026

Moved by Councillor
Seconded by Councillor

WHEREAS the third week of February marks Heritage Week, in which we celebrate Heritage in all its forms (cultural and natural, architectural, archaeological, and collections) and its diverse traditions and cultural expressions; and

WHEREAS Heritage Week provides a wonderful opportunity for individuals and communities to reflect on their contributions to Ontario; and

WHEREAS how heritage is conserved, promoted, and commemorated, and how they might shape the future; and

WHEREAS During Heritage Week 2026, the Port Colborne Historical & Marine Museum will be celebrating the theme of 'Making Heritage Accessible' by showcasing the efforts being made to make heritage resources available for all to learn from. Join us all week to explore online exhibitions, access digital resources, and bring history into community spaces.

NOW THEREFORE I, Mayor William Steele, do hereby proclaim February 16th -22nd as "**Heritage Week**" in Port Colborne.

William C. Steele
Mayor

City of Port Colborne
Special Meeting of Council Minutes

Date: Tuesday, January 27, 2026
Time: 5:00 pm
Location: Committee Room 3-City Hall
66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

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

Staff Present: E. Acs, Chief Planner (Item 4.3)
B. Boles, Chief Administrative Officer
G. Long, Director of Development and Government Relations
(Item 4.3)
C. Madden, City Clerk
K. Martel, Manager of Planning (Item 4.3)
M. Murray, Chief Human Resources Officer (Items 4.2, 4.4. and 4.5)

1. Call to Order

Mayor Steele called the meeting to order at 5:01 p.m.

2. Adoption of Agenda

Prior to the Adoption of the Agenda, Item 4.1 – Council Training was withdrawn, as the Training Instructor was unable to attend due to illness. Consequently, three items were added to the agenda. These items were taken from the Regular Council Meeting agenda and advanced to this agenda for consideration prior to the commencement of the Regular Council Meeting.

C-25- 005

Moved by Councillor M. Bagu

Seconded by Councillor E. Beauregard

That the Special Council agenda dated January 27, 2026, be confirmed, as amended.

Carried

3. Disclosures of Interest

There were no disclosures of interest.

4. Closed Session

C-25- 006

Moved by Councillor R. Bodner

Seconded by Councillor F. Danch

That Council do now proceed to meet in Closed Session at 5:02 p.m. under the *Municipal Act, 2001*:

- Subsection 239(2)(b), where a closed session meeting is held if the subject matter being considered are personal matters about an identifiable individual, including municipal or local board employees;
- Subsection 239(2)(d) where a closed session meeting is held if the subject matter being considered is labour relations or employee negotiations;
- Subsection 239(2)(e) where a closed session meeting is held if the subject matter being considered is litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- Subsection 239(2)(f) where a closed session meeting is held if the subject matter being considered is advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Carried

4.1 — Council Training

4.2 Confidential Human Resources Employee Negotiations Update

4.3 Confidential Memorandum from the Director of Development and Government Relations Regarding Potential Litigation

4.4 Office of the Chief Administrative Officer Report 2026-15 - Status Update on Legal Matters , 2026-15

4.5 CAO 2026 Goals and Development Plan - Report 1, 2026-01 , 2026-01, 2026-01

5. Back to Open Session

C-25- 007

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

That Council rise and reconvene from Closed Session at 6:22 p.m. with report:

4.4 That confidential Office of the Chief Administrative Officer Report 2026-15 be received for information.

4.5 That confidential Chief Administrative Officer Report 2026-01 be received;
and

That the Chief Administrative Officer follow the direction provided by Council in closed session.

Carried

6. By-laws

6.1 By-law No. 7418/02/26

C-25- 008

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

That By-law No.7418/02/26 be enacted and passed, as presented.

Carried

7. Adjournment

Mayor Steele adjourned the meeting at 6:23 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk

City of Port Colborne

Council Meeting Minutes

Date: Tuesday, January 27, 2026
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

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

Staff Present: E. Acs, Chief Planner
B. Boles, Chief Administrative Officer
J. Beaupre, Deputy Clerk
S. Double, Fire Chief
G. Long, Director of Development and Government Relations
C. Madden, City Clerk
K. Martel, Manager of Planning
J. Peazel-Graham, Manager of Communications

Others Present: V. Badawey, Regional Councillor

1. Call to Order

Mayor Steele called the meeting to order at 6:35 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

Item 18, Closed Session, and Item 19, Back to Open Session, were removed from the agenda; the items were addressed via addendum to the Special Council meeting on January 27, 2026. There were the additions of three delegations.

C-25- 009

Moved by Councillor R. Bodner

Seconded by Councillor T. Hoyle

That the Council agenda dated January 27, 2026, be confirmed, as amended.

Carried

5. Disclosures of Interest

5.1 Councillor E. Beauregard - Interim Billing of the Northland Estates Municipal Drain, 2026-10

I, Eric Beauregard, declare an indirect pecuniary interest as I am employed by Upper Canada Consultants, the agent for the owner of the Northland Estates Subdivision.

5.2 Councillor E. Beauregard - By-law No. 7423/07/26

I, Eric Beauregard, declare an indirect pecuniary interest as I am employed by Upper Canada Consultants, the agent for the owner of Northland Estates Subdivision.

6. Proclamations

There were no proclamations.

7. Presentations

7.1 Niagara Regional Chair Greeting

Niagara Regional Chair, Bob Gale, provided a greeting to Council.

8. Delegations

8.1 Brian Blackwell - Stantec

Brian Blackwell delegated on item 11.3 b, Recommendation Report for Site Specific Zoning By-law Amendment- 5088 Highway 140- File D14-06-25, 2026-06.

8.2 Michael and Julie Scott - 43 Elmvale Crescent

Written delegation.

8.3 Scott Lemke - Massey LLP

Scott Lemke delegated on item 11.3 b, Recommendation Report for Site Specific Zoning By-law Amendment- 5088 Highway 140- File D14-06-25, 2026-06.

9. Mayor's Report

A copy of the Mayor's report is attached.

10. Regional Councillor's Report

Regional Councillor Vance Badawey provided a report to Council.

11. Consent Agenda

Mayor Steele noted the city has been recognized as an Age-Friendly community.

C-25- 010

Moved by Councillor F. Danch

Seconded by Councillor D. Elliott

That Council hereby approves the listed consent items on the January 27, 2026, Council agenda; and

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

Carried

11.1 Approval of Minutes

a. Regular Council Meeting - December 9 2025

11.2 Receipt of Minutes of Boards & Committees

a. Downtown Business Improvement Area

- a. January 22, 2025**
- b. March 19, 2025**
- c. May 21, 2025**
- d. September 10, 2025**

b. Port Colborne Public Library Board

- a. December 3, 2025**

c. Healthcare Advisory Committee

- a. October 29, 2025**
- b. November 24, 2025**

11.3 Staff Reports

- a. 2026 Interim Tax Billing, 2026-09**
- b. Recommendation Report for Site Specific Zoning By-law Amendment- 5088 Highway 140- File D14-06-25, 2026-06**
- c. Recommendation Report for Site Specific Zoning By-law Amendment- 639 Main Street West- File D14-05-25, 2026-08**

11.4 Receipt of Correspondence Items

- a. Recognition of the City of Port Colborne as an Age -Friendly Community by the Ontario Government**
- b. City of Thorold - Assessment Processes and Methodologies of the Municipal Property Assessment Corporation (MPAC)**
- c. Niagara Region - Waste Management 2026 Operating Budget and Requisition**
- d. Niagara Region - 2026 Budget - Water and Wastewater Operating Budget, Rate Setting and Requisition**
- e. Niagara Peninsula Conservation (Bill 68) - NPCA Position on the Regional Consolidation of Ontario's Conservation Authorities - Opposition Received from Various Ontario Municipalities**

- f. **The Honourable Jill Dunlop, Ministry of Emergency Preparedness and Response Subject: Emergency Management Modernization Act Achieves Royal Assent**
- g. **Member of Parliament for Vancouver East, Jenny Kwan - Bill C-233, the No More Loopholes Act**
- h. **Ministry of Municipal Affairs and Housing - Notice of Minister's Order - Appointment of the Niagara Region Chair**

12. Items Requiring Separate Discussion

12.1 Recommendation Report for Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision- Millar's Crossing- Files D09-07-24, D14-11-24 and D12-05-24, 2026-12

Kelly Martel, Manager of Planning, presented to Council on Files D09-07-24, D14-11-24, and D12-05-24.

C-25- 012

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

That Planning and Development Department Report 2026-12 be received;
and

That the Official Plan Amendment, attached to this report as Appendix A,
be approved; and

That the Zoning By-law Amendment attached as Appendix B to this report,
be approved; and

That the Draft Plan of Subdivision and associated Draft Plan Conditions
attached as Appendix C to this report, be approved; and

That the City Clerk be directed to issue the Notices of Decisions regarding
the applicable planning instruments in accordance with the Planning Act.

Carried

12.2 Interim Billing of the Northland Estates Municipal Drain, 2026-10

Councillor E. Beauregard declared a conflict on this item and did not vote.

C-25- 011

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

That Public Works Department Report 2026-10 be received; and

That the interim billing of the Northland Estates Municipal Drain be invoiced in accordance with the Drainage Act, as outlined in Appendix A of Public Works Department Report 2026-210; and

That the By-law to levy the actual costs incurred for the preparation of the drainage report and tribunal fees, be approved.

Carried

13. Staff Remarks

Stan Double, Fire Chief, thanked staff for their work during the recent snowstorm. He also noted that emergency services had no issues responding to incidents in the city.

Curtis Dray, Road and Park Operations Manager, thanked staff for their work during the snowstorm.

Gary Long, Director of Development and Government Relations, explained that he attended the Rural Ontario Municipal Association (ROMA) conference, and that the delegations were well received. He will also be attending the Good Roads conference. Lastly, he thanked Kelly Martel, Manager of Planning, for her work on the Housing Accelerator Fund.

Kelly Martel, Manager of Planning, spoke about a meeting with Canada Mortgage and Housing Corporation with respect to the Housing Accelerator Fund. She reported that they exceeded CHMC's target for 2025, by issuing 78 permits for new residential units, and she noted the City is on track to continue to meet its obligations and continue receiving funds.

Bryan Boles, Chief Administrative Officer, welcomed the City's new Corporate Affairs Manager Julie Rorison. He thanked the City team for all of their work to prepare for the ROMA conference, and he also thanked City staff for their work preparing for and clearing snow from the snowstorm.

14. Councillors' Remarks

Councillor Aquilina thanked Public Works staff for the snow removal and thanked staff for their work on the delegations at the ROMA conference. She acknowledged the work of Renée Bisson, Senior Health Advisor, on the

Healthcare Advisory Committee. Lastly, she inquired about warming centres for extreme weather.

Councillor Beauregard thanked Public Works staff for the snow removal, and thanked staff for their work at the ROMA conference.

Councillor Bagu thanked Public Works staff for the snow removal and noted it has been the best he has seen in years. He also inquired to Bryan Boles, Chief Administrative Officer, about the timeline for the daycare centre.

Councillor Bruno thanked Public Works staff for the snow removal. He also recognized the work of the Healthcare Advisory Committee.

Councillor Elliott thanked Public Works staff for the snow removal. He also thanked Canadian Niagara Power for their quick response to a power outage during the snowstorm.

Councillor Danch encouraged people not to park their cars on the road during a snow event so the snowplows can clear the roads.

Councillor Hoyle thanked Public Works staff and the Fire Department for their work in recent weeks. He also inquired about when people can walk across the Clarence Street Bridge.

Councillor Bodner spoke about the dedication of Senior Health Advisor, Renee Bisson, during the ROMA conference. He also discussed the work of the Healthcare Advisory Committee. He thanked Jasmine Peazel-Graham, Manager of Communications, for creating information documents for the ROMA conference.

15. Motions

There were no motions.

16. Notice of Motions

There were no notices of motions.

17. By-laws

Councillor E. Beauregard declared a conflict on this item and did not vote.

C-25- 013

Moved by Councillor D. Elliott

Seconded by Councillor T. Hoyle

That By-law No. 7423/07/26 be passed and enacted, as presented.

Carried

C-25- 014

Moved by Councillor M. Aquilina

Seconded by Councillor E. Beauregard

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

- By-law No. 7419/03/26
- By-law No. 7420/04/26
- By-law No. 7421/05/26
- By-law No. 7422/06/26
- By-law No. 7423/07/26
- By-law No. 7424/08/26
- By-law No. 7425/09/26

Carried

17.1 By-law No. 7419/03/26

17.2 By-law No. 7420/04/26

17.3 By-law No. 7421/05/26

17.4 By-law No. 7422/06/26

17.5 By-law No. 7423/07/26

17.6 By-law No. 7424/08/26

17.7 By-law No. 7425/09/26

20. Procedural Motions

There were no procedural motions.

21. Confirmatory By-law

21.1 By-law No. 7426/10/26

C-25- 015

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

That by-law No. 7426/10/26 be enacted and passed, as presented.

Carried

22. Adjournment

Mayor Steele adjourned the meeting at 8:26 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk



MAYOR'S REPORT TO COUNCIL

TUESDAY, January 27, 2026

ROMA2026

Last week, I attended the Annual Conference for the Rural Ontario Municipal Association, alongside Councillor Bodner, our CAO Bryan Boles, Director of Development and Government Relations Gary Long, Manager of Communications Jasmine Peazel-Graham, and Senior Health Advisor Renée Bisson. We were fortunate to make 15 delegations to various provincial ministries and agencies, where we had productive, focused discussions on the priorities shaping Port Colborne's growth and long-term sustainability. Across all meetings, our advocacy was consistent and coordinated. We focused on the tools and partnerships needed to support responsible growth, attract and retain major investments, and ensure our infrastructure and services keep pace with demand.

We met with, Ministers and Parliamentary Assistants from the:

- Ministry of Agriculture, Food and Agribusiness
- Ministry of Economic Development, Job Creation and Trade
- Ministry of Energy
- Ministry of the Environment, Conservation and Parks
- Ministry of Finance
- Ministry of Health
- Hydro One Networks
- Ministry of Indigenous Affairs and First Nations Economic Reconciliation
- Ministry of Infrastructure
- Ministry of Labour, Immigration, Training and Skills Development
- Ministry of Long-Term Care
- Ministry of Municipal Affairs and Housing
- Ministry of Northern Economic Development and Growth
- Ministry of Public and Business Service Delivery and Procurement
- Ministry for Seniors and Accessibility
- Ministry of Tourism, Culture and Gaming

A significant focus of our conversations at ROMA centred on healthcare and seniors services, reflecting the growing and evolving needs of our community. We had

meaningful discussions with provincial partners about the need for expanded community-based healthcare, equitable primary care funding, and the challenges smaller and aging communities face in accessing timely services. We also sought guidance on advancing seniors-focused housing and explored opportunities for long-term care development. A key theme across many meetings was the need for provincial support to enable a Municipal Services Corporation in Port Colborne, particularly as it relates to water and wastewater servicing. We highlighted how this model would allow Port Colborne to service the East Side Employment Lands, support new housing delivery, and modernize water and wastewater governance in a way that improves affordability and long-term financial sustainability.

We also advanced the case for marine and trade-related infrastructure, positioning Port Colborne as a strategic link within the Great Lakes system and the Ring of Fire trade corridor. These conversations reinforced the role our community can play in supporting provincial supply chains, clean energy development, and job creation. We updated our Ministry partners on major industrial projects underway in Port Colborne, including those at Asahi Kasei, Jungbunzlauer, and Azure Sustainable Fuels, with discussions focused on infrastructure readiness, power supply, and regulatory alignment needed to keep these investments moving forward.

Housing remained an important part of our conversations, particularly our growing development pipeline, affordable housing partnerships, and the need to expand options for seniors and the missing middle to ensure Port Colborne remains an inclusive and livable community. Overall, ROMA provided a valuable opportunity to strengthen provincial relationships, highlight Port Colborne's momentum, and reinforce our message that we are ready to grow, ready to partner, and ready to deliver, provided we have the right tools in place.

OFFICIAL PLAN

Port Colborne residents can shape the future of their community by participating in upcoming public engagement initiatives for the City's New Official Plan. An Official Plan is a key planning document that establishes a municipality's long-term vision for managing land use, community growth, infrastructure planning, and environmental protection. Port Colborne's New Official Plan will guide the City's planning and development initiatives through to the year 2056.

Residents are encouraged to attend upcoming Open Houses at the Vale Health & Wellness Centre (550 Elizabeth St.):

- Wednesday, Feb. 4 from 3-7 p.m.
- Thursday, Feb. 5 from 2-6 p.m.

Your feedback helps ensure the Plan reflects community values while aligning with provincial and federal planning initiatives

SPORTS FEST

Beginning in 1999, SportFest is a February celebration providing family friendly activities for all ages. This city-wide community Festival of Sports TM attracts participants from across Niagara with proceeds donated to various charities.

The City of Port Colborne will celebrate winter with the 26th annual SportsFest from February 6 to 8, 2026 presented by CM Steele Insurance and Portage Mutual Insurance. Events including the Mayor's Cup Hockey Tournament, the Sports Wall of Fame Inductee Ceremony, the Polar Plunge, as well as volleyball, a salsa-making competition, music trivia and so much more will take place throughout the city. More information at www.portcolborne.ca/sportsfest

THANK YOU TO ALL PC STAFF

On behalf of City Council and senior leadership, I want to extend a sincere thank you to all City of Port Colborne staff for your hard work, collaboration, and dedication during the snow events over the past week. Your professionalism, teamwork, and commitment to keeping our community safe and services running did not go unnoticed. Whether working in the field, supporting operations behind the scenes, or assisting residents directly, your efforts made a meaningful difference for our community during challenging conditions.

That concludes my report for this evening.

Subject: Property Lease for Cell Tower, Bell Mobility Inc.- Public Works Property at 3 Killaly Street West

To: Council

From: Planning and Development

Report Number: 2026-02

Meeting Date: February 10, 2026

Recommendation:

That Planning and Development Department Report 2026-02 be received; and

That the Lease Agreement, attached hereto in Appendix C, between the City of Port Colborne and Bell Mobility Inc. be approved, and the corresponding By-law be brought forward; and

That the Mayor and City Clerk be authorized to sign and execute any and all documents related to this land exchange.

Purpose:

The purpose of this report is to seek Council approval regarding a proposed lease agreement between the City of Port Colborne and Bell Mobility Inc. (Bell) for their telecommunications equipment to be located on a portion of City land adjacent to the Fire Hall.

Background:

Bell's representative from Scotland Inc. first contacted City of Port Colborne Economic Development staff in March of 2024 regarding their interest in locating a tower in Port Colborne.

They determined that a desirable location in Port Colborne would be a City property adjacent to the Fire Hall at 3 Killaly Street West shown in Appendix B. A meeting was held with Bell representatives and City Staff at the property on March 5, 2025.

Bell is proposing a 35 m to 45 m Monopole (example shown in Appendix A) with a leased area of 10m x 10m (site survey to confirm compound size), as shown in Appendix B. A Monopole is best described as single, tubular design. Monopole towers are often used in urban and suburban areas due to their relatively small footprint and aesthetic appeal. The addition of the Monopole will assist in establishing better wireless and connectivity for residents, businesses and tourists of Port Colborne.

Discussion:

The arrangement with Bell is separate from the telecommunications tower erected by NWIC in 2023 and Rogers Communications in 2016. NWIC's equipment is situated on the Port Colborne Grain Terminal and the Rogers Communication's tower is located within the grain terminal property owned by the City. It would also be separate from other proposals under review.

The applicant has proposed an initial five (5) year lease agreement with an automatic renewal of up to three (3) additional five (5) year terms for a total of twenty (20) years. Bell representatives have also indicated that it is very rare for terms not to be extended past this initial 20-year timeframe.

Bell would construct the pole on City property as shown in Appendix B. The portion of property Bell is requesting to lease from the City is approximately 10m x 10m. They have confirmed that they will provide the required insurance coverage to the City.

In addition, once the Monopole is erected, Bell would move the current Fire Hall radio equipment from the current tower on site to the new pole, at no charge. Bell would also disassemble the current pole for the City at no charge. This would remove the City from the need to maintain the current pole and the liability associated with it.

Internal Consultations:

Their proposal has been discussed with the CAO, the Director of Public Works, the Director of Development and Government Relations, Planning Department and the Fire Department.

Financial Implications:

The lease would generate approximately \$14,000.00 annually with escalators upon renewals. All costs related to the Public Meeting advertisement and mailings are to be reimbursed from the applicant to the City.

Public Engagement:

The Public Meeting notice was posted on the City's website starting on October 22nd, 2025. The notice was also advertised for four consecutive weeks including November 1st, 8th, 15th and 22nd, 2025 in the Welland Tribune as per the City's Public Notice Policy. Notices were mailed out on October 22nd, 2025, to all residents within a 120 m diameter of the proposed tower. The Public Meeting was held on December 2, 2025, at City Hall.

Any comments received are included as Appendix D.

Strategic Plan Alignment:

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

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

Conclusion:

A representative of Bell contacted the City in 2024 regarding their interest in establishing a Wireless Communications tower on a portion of City property at 3 Killaly Street West, which is adjacent to the Fire Department. This will assist in establishing better wireless and connectivity in Port Colborne.

Staff are seeking support from Council to use a small portion of City lands for a new cell tower. Furthermore, it is recommended that Council approve the proposed lease agreement and bring forward the By-law for a Bell Mobility Cell Tower.

Appendices:

- a. Example of a Monopole
- b. Proposed area of lease
- c. By-law and Lease agreement with Bell Mobility Inc.
- d. Submitted Public Comments

Respectfully submitted,

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

Erik Acs
Chief Planner
(905) 228-8117
Erik.Acs@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.





LEGEND

 Proposed Tower Location



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

Being a By-law to Authorize entering into a Lease Agreement with Bell Mobility Inc.
regarding City Property at 3 Killaly Street West

Whereas at its meeting of February 10, 2026 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Department Report 2026-02 Subject: Property Lease for Cell Tower, Bell Mobility Inc.- Public Works Property at 3 Killaly Street West; and

Whereas Council is desirous of entering into a Lease Agreement with Bell Mobility Inc. as outlined in the Lease Agreement; and

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

1. That The Corporation of the City of Port Colborne enters into a Lease Agreement, attached hereto as Schedule 'A', with Bell Mobility Inc., for the Lease of City land at 3 Killaly Street West.
2. That the Mayor, the City Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this 10th day of February, 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this 15th day of March, 2026 (the “Commencement Date”).

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as **3 Killaly Street W, Port Colborne, Ontario**, which is more particularly described in Schedule “A” attached (the “Property”), and leases to the Tenant any portion of the Property outlined in heavy black ink on the plan(s) attached as generally depicted in Schedule “B” (the “Leased Premises”) for the Tenant’s, its agents’, employees’, contractors’, assignee’s and sublessee’s exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the “Equipment”) for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to construct and maintain an access road to the Leased Premises, which access road will form part of the Leased Premises to the extent such access road is not already forming part of the Leased Premises as generally set out in Schedule “B” to this Lease. The Tenant and Landlord will both benefit and share the access road.

The Landlord further acknowledges that the Tenant’s fiber cabling and hydro electric wiring requirements to service its Equipment may need to be provisioned by the Tenant from either one of or a combination of a)the adjacent Municipal road through the Property into the Leased Premises or b) from the Landlords existing main telephone and hydro demarcation points through the property and into the Tenants Leased Premises (collectively referred to as the “Service Cabling”) , at the Tenants full cost and by way of a route that is still to be determined. At such time of this work being required, the Landlord will cooperate with the Tenant in allowing them to bring the said Service Cabling below, through or above the property and into the Leased Premises, and the Tenant shall ensure this work is carried out with as minimal impact to the Landlords property as reasonably possible, with any impacts to the Landlords property being fully restored by the Tenant upon completion. The Service Cabling shall be deemed to be added to the Leased Premises, once installed by the Tenant.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant’s expense to the reasonable satisfaction of the Landlord.

3. TERM. The term of this Lease (the “Term”) shall be for five (5) years, commencing on the Commencement Date, and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section **5** of this Lease.

4. RENT. During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule “C” attached (the “Rent”), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is _____, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant’s obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. “Sales Taxes” means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax (“HST”).

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers (“EFT”). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

Notwithstanding Section 10 of this Lease, the Tenant shall have the right to terminate this Lease because the Tenant was unable, despite reasonable commercial efforts, to obtain the necessary third party approvals required

to construct the Equipment on terms that were acceptable to the Tenant, in the Tenant’s sole discretion. In the event the Tenant terminates this Lease pursuant to this subsection, the Landlord shall refund all Rent (plus any Sales Taxes) that the Tenant has paid to the Landlord pursuant to this Lease.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an “Extended Term”) on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule “C” to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the “Taxes”) in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant’s use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the “Taxes Notice”), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant’s sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant’s sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant’s reasonable opinion; to enable the Tenant to contest such Taxes.

7. ELECTRICITY. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with one of the following methods below \as determined by the Tenant in its sole and absolute discretion prior to construction commencing, with a notice delivered to the Landlord in a similar format as used in Schedule “D” (“Electricity Notice”) attached herein:

☐ a check meter shall be installed by the Tenant on the Property. Upon the commencement of the payment of Rent, the Tenant shall make monthly installments to the Landlord of Four Hundred and Fifty Dollars (\$450.00), in advance (the “Monthly Hydro Installments”). At any time, at the Tenant’s sole discretion, the Tenant may periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, the Landlord and the Tenant shall adjust the Monthly Hydro Installments; determine a revised amount for the future Monthly Hydro Installments and the Tenant shall begin paying that amount monthly in advance going forward. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, in the event the Tenant has overpaid for any prior electricity consumption, the Landlord agrees that, at the Tenant’s option: (i) upon request by the Tenant, the Landlord shall immediately reimburse the Tenant for such overpaid amount; or (ii) the Tenant shall be permitted to set off such overpayment against any amount owing by the Tenant to the Landlord under this Lease.

OR

☒ a separate meter shall be installed on the Property, with direct invoices being sent to the Tenant from the local electrical company. In the event that a separate meter is not available for any reason whatsoever, a check meter shall be installed by the Tenant on the Property, and all of the provisions set out in the preceding paragraph (including those relating to Monthly Hydro Installments) shall apply to this Lease.

For clarification purposes, the Tenant shall have the right, at any time, and at its own cost and expense, to connect to and draw power from the Landlord’s electrical power supply, so long as the Tenant otherwise pays for its electricity consumption in accordance with the first method identified in this section.

8. ACCESS. The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property

Tenant Initials	Landlord Initials
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and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant (“24/7 Access”). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation. In emergency situations (as deemed by the Tenant, acting reasonably), in the event that the Landlord denies or fails to provide the Tenant, its agents, employees or contractors with access to the Property or Leased Premises within four (4) hours, then, in addition to any other rights or remedies available to the Tenant under this Lease or at law, the Rent shall abate for one (1) month for each hour that such access is not available to the Tenant beyond such four (4) hour period. The Landlord acknowledges and agrees that in regards to any such abatement, at the Tenant’s option: (i) the Landlord shall immediately reimburse the Tenant the amount of such abatement; or (ii) the Tenant shall be permitted to set off the amount of such abatement against any amount owing by the Tenant to the Landlord under this Lease.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT’S WORK.

- (a) Prior to the initial installation of the Equipment on the Property, the Tenant shall deliver to the Landlord updated Schedule “B” plan(s), if any (the “Updated Plans”). The Updated Plan(s) shall substitute and replace the plan(s) originally attached to this Lease as Schedule “B”.
- (b) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted.
- (c) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord’s consent (“Alterations”). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunications tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule “B” may be substituted with new plans delivered by the Tenant to the Landlord (the “New Plans”), and the New Plans shall be deemed to form part of this Lease.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. RESTORATION. Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises within a reasonable time, and the Tenant shall make good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the “Restoration Obligations”). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, or conduits. The tenant shall remove concrete foundations to one metre below grade.

12. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence and an annual aggregate limit of not less than five million dollars (\$5,000,000.00) for products and completed operations. The required insurance limit may be composed of any

combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the “Contaminants”). If Contaminants that are not in compliance with Laws (“Contaminants Not In Compliance”) are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

14. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property (“Interference”). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant’s standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant’s quiet enjoyment of the Leased Premises is protected.

15. ASSIGNMENT. The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord’s rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. GENERAL.

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant’s expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. “Laws” means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.
- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.
- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally, via email or by courier to the party for whom it is intended, sent by facsimile to the party for whom it is intended, or, if mailed, postage

Tenant Initials	Landlord Initials
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prepaid, by registered mail addressed to the party for whom it is intended. The facsimile numbers and the addresses for notice are set forth for each party below.

In the case of the Landlord to:

THE CORPORATION OF THE CITY OF PORT COLBORNE
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

Attention: Bram Cotton
Email: Bram.Cotton@portcolborne.ca

In the case of the Tenant to:

BELL MOBILITY INC.
5099 Creekbank Road, Building D, 6th Floor North
Mississauga, Ontario L4W 5N2
Email: BMRESI@bell.ca

Attention: Real Estate Services

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.
- (h) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at Landlord **phone number 905-228-8063** or Landlord **email address Bram.Cotton@portcolborne.ca**.
- (i) It is an expressed condition of this Lease that the provisions of Section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.
- (j) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and
 - (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (k) The Landlord represents and warrants that, as of the date of this Lease, the Landlord is either: (i) not a spouse within the meaning of the Family Law Act, R.S.O. 1990, as amended; or (ii) a spouse within the meaning of the Family Law Act, R.S.O. 1990, as amended, and that this Lease has been consented to in writing by the Landlord’s spouse as evidenced by the signature of the Landlord’s spouse hereto.
- (l) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

- (m) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors’ or subcontractors’ shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar of dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party’s obligations under this Lease.
- (n) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.
- (o) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (p) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (q) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.
- (r) The Landlord and the Tenant acknowledge and agree that Schedules “A”, “B”, “C”, “D” and “E” as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

Signatory Section Continued on following page

Signatory page for Lease at 3 Killaly Street W, Port Colborne, Ontario for the deployment of Telecommunication Installation between Bell Mobility Inc and THE CORPORATION OF THE CITY OF PORT

Tenant Initials	Landlord Initials
-----------------	-------------------

THE CORPORATION OF THE CITY OF PORT
COLBORNE, (Landlord)

Per: _____
Name:
Title:
Date:

Per: _____
Name:
Title:
Date”

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name:
Title:
Date:

I have authority to bind the corporation.

TOR01: 5177423: v9

SCHEDULE “A”

LEGAL DESCRIPTION OF PROPERTY

Bell Site Reference Code: X5738
Municipality: Port Colborne
Province: Ontario

Legal Description: LT 138-168, 180-207, 221-243, 261-279, 301-313, 339-346, PT LT 132-135, 169, 178, 179, 208, 220, 244, 245, 259, 260, 280, 281, 299, 300, 314, 315, 337, 338, 347, 348, 372-379, 403-407 PL 830, PT PORT COLBORNE DR, PT ST.LAWRENCE ST, PT KAWARTHA ST, PT ST.CLAIR ST, PT SUPERIOR ST , PT ST.JOHN ST, PT HURON ST, PT ONTARIO ST, PT SIMCOE ST PL 830 (CLOSED BY VH2863), PT LT 8-25 PL 764, PT LT 27 CON 2 HUMB BEING PT 2, 3 & 4 59R11702, S/T RO820303; PORT COLBORNE

PIN: 641490217

Tenant Initials	Landlord Initials
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SCHEDULE “B”

PLAN(S) OF LEASED PREMISES

Tenant Initials	Landlord Initials
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SCHEDULE “C”

RENT FOR TERM

- 1. On the first day of the month of the Term in which Construction Commences, and ending on that date which is five (5) years following the Commencement Date, Rent shall be **Fourteen Thousand Dollars (\$14,000.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, pro rata by the Tenant to the Landlord. The Tenant shall notify the Landlord of the Construction Commencement date by way of a notice similar to or containing the generally similar details as outlined in Schedule “E” of this Lease.

RENT FOR EXTENDED TERMS

- 1. During the first five (5) year Extended Term (as applicable), being the period commencing on March 15th, 2031 and ending March 14th, 2036, Rent shall be **Fifteen Thousand Four Hundred Dollars (\$15,400.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.
- 2. During the second five (5) year Extended Term (as applicable), being the period commencing on March 15th, 2036 and ending on March 14th, 2041, Rent shall be **Sixteen Thousand Nine Hundred and Forty Dollars (\$16,940.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.
- 3. During the third five (5) year Extended Term (as applicable), being the period commencing on March 15th, 2041 and ending on March 14th, 2046, Rent shall be **Eighteen Thousand Six Hundred and Thirty-Four Dollars (\$18,634.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.

Tenant Initials	Landlord Initials
-----------------	-------------------

SCHEDULE “D”

AMENDMENTS TO TERMS AND CONDITIONS

- 1. The Tenant agrees to install, at it’s own expense, one (1) new additional radio antenna on the Tenant’s tower, to be mounted at the top of the tower, and one (1) additional existing radio antenna, to be mounted below the Tenant’s initial and future antennas and equipment, situated on the Leased Premises for zero rent.
- 2. The Landlord shall be permitted to conduct repairs to the additional equipment noted section 1 above provided that the Tenant is notified in advance and the rigging contractor is approved by the Tenant, acting reasonably.
- 3. The Tenant shall, at tis own expense, dismantle and remove the existing tower on the property.
- 4. The Tenant shall install climb guards on the tower in lieu of a fenced compound.

Tenant Initials	Landlord Initials
-----------------	-------------------

SCHEDULE “E”

ELECTRICITY NOTICE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[
[
[

[DATE]

Attention: [

Dear [

Re: Lease made as of March 15th, 2026 (the “Lease”), between Bell Mobility Inc. (the “Tenant”) and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Landlord”) for premises at 3 Killaly Street W, Port Colborne, Ontario

The Tenant hereby notifies the Landlord that, pursuant to Section 7 of the Lease, the costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with one of the following (as shown by the checked box):

☐ a check meter shall be installed by the Tenant on the Property. Upon the commencement of the payment of Rent, the Tenant shall make monthly installments to the Landlord of Four Hundred and Fifty Dollars (\$450.00), in advance (the “Monthly Hydro Installments”). At any time, at the Tenant’s sole discretion, the Tenant may periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, the Landlord and the Tenant shall adjust the Monthly Hydro Installments, determine a revised amount for the future Monthly Hydro Installments and the Tenant shall begin paying that amount monthly in advance going forward. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, in the event the Tenant has overpaid for any prior electricity consumption, the Landlord agrees that, at the Tenant’s option: (i) upon request by the Tenant, the Landlord shall immediately reimburse the Tenant for such overpaid amount; or (ii) the Tenant shall be permitted to set off such overpayment against any amount owing by the Tenant to the Landlord under this Lease.

OR

☒ a separate meter shall be installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

Any term which is defined in the Lease, shall, unless the context otherwise requires, have the same meaning when used in this letter.

Sincerely,

BELL MOBILITY INC.

SCHEDULE “F”

CONSTRUCTION COMMENCEMENT DATE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[
[
[

[DATE]

Attention: [

Dear [

Re: Lease made as of March 15th, 2026 (the “Lease”), between Bell Mobility Inc. (the “Tenant”) and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Landlord”) for premises at 3 Killaly Street W, Port Colborne, Ontario

The Tenant hereby notifies the Landlord that, pursuant to Schedule “C” of the Lease, the “Construction Commencement Date” (as defined therein) is established as [

Sincerely,

BELL MOBILITY INC.

Tenant Initials	Landlord Initials
-----------------	-------------------

AUTHORIZATION AND PERMISSION

TO WHOM IT MAY CONCERN:

BELL MOBILITY INC. has my/our permission to act as my/our Agent to acquire the necessary permits, drawings, and information from the Municipal or other authorities concerned, needed to approve the construction of the site set out below and as shown on the preliminary site plan attached to the Lease or Schedule.

COMPANY/OWNER:
THE CORPORATION OF THE CITY OF PORT COLBORNE

ADDRESS: **66 Charlotte Street**

Port Colborne, Ontario

CONTACT NAME: **Bram Cotton**

PHONE NO.: **905-228-8063**

SITE: **W9034**

MUNICIPAL ADDRESS: **3 Killaly Street W, Port Colborne, Ontario**

LEGAL DESCRIPTION: **LT 138-168, 180-207, 221-243, 261-279, 301-313, 339-346, PT LT 132-135, 169, 178, 179, 208, 220, 244, 245, 259, 260, 280, 281, 299, 300, 314, 315, 337, 338, 347, 348, 372-379, 403-407 PL 830, PT PORT COLBORNE DR, PT ST.LAWRENCE ST, PT KAWARTHA ST, PT ST.CLAIR ST, PT SUPERIOR ST, PT ST.JOHN ST, PT HURON ST, PT ONTARIO ST, PT SIMCOE ST PL 830 (CLOSED BY VH2863), PT LT 8-25 PL 764, PT LT 27 CON 2 HUMB BEING PT 2, 3 & 4 59R11702, S/T RO820303; PORT COLBORNE**

PIN: **641490217**

DATED at ___, this ___ day of _____, _____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

Submitted Comments

Only two comment was submitted or received:

A member of the public called and left a message that the notice in the paper was small and difficult to read.

- I (Bram Cotton) returned the call and left a message that it was also available on the City web site and I could also provide it to them if they wanted via email. I did not hear from them after this.

A member of the public contacted several City staff and departments on multiple occasions to express concerns regarding the potential impacts of cell towers on local wildlife and insect populations. The individual also inquired about possible effects of tower airwaves on human health and stated an objection to the installation of any new cell towers within urban areas.

Subject: PC Forge Consideration for a Class IV Noise Designation

To: Council

From: Planning and Development

Report Number: 2026-10

Meeting Date: February 10, 2026

Recommendation:

That Planning and Development Department Report 2026-10 be received; and

That Council **declare** the lands at 837 Reuter Road a Class IV Noise Area pursuant to Ministry of Environment, Conservation and Parks *Environmental Noise Guidelines – Stationary and Transportation Sources Approval and Planning Publication NPC-300*; and

That Council **direct** the Chief Planner to forward a copy of the City Council Decision Document to the Ministry of Environment Conservation and Parks (MECP).

Purpose:

The purpose of this report is to recommend that the lands at 837 Reuter Road be classified as a Class IV Noise Area in accordance with the Ministry of Environment's *Environmental Noise Guideline: Stationary and Transportation Noise Sources – Approval and Planning* (Publication NPC-300).

Background:

PC Forge has been in operation in Port Colborne for over 50 years manufacturing a range of products which support the defense, mining, transportation industry and other industries. PC Forge is one of the largest employers in the City, currently with more than 80 employees.

Revisions to Environmental Noise Guidelines made by the Ministry of Environment, Conservation and Parks (MECP) in 2022 reduced noise emissions thresholds for facilities including PC Forge. These revised guidelines mean that noise emissions

previously permitted at 60 decibels (db) are now reduced to a 50db noise limit despite no changes in the facility or its operations.

In response, PC Forge retained a consultant, HGC Engineering, to complete a Noise Study to review ongoing operations and considered potential mitigation measures both on their own property and off-site abatement measures. The conclusion was that there are no physical/engineered noise control measures that can be implemented at PC Forge that will allow them to meet the new required 50db limit. They are, however, able to meet the previous 60db standard.

MECP staff met with PC Forge on September 11, 2025 to discuss the facility's challenges and to provide support in identifying a path forward that will not require PC Forge to pursue ineffective noise abatement measures. Through discussions with City staff, PC Forge and the MECP, it was determined that a site-specific standard is the most comprehensive long-term solution for PC Forge. There is already a precedent for this exemption in Niagara, where Salit Steel was granted an exemption (O-Reg 1/17) in December of 2023 allowing them a 10db increase in noise emissions. MECP has agreed to amend the company's Environmental Compliance Approval (ECA) that will remove the existing Noise Abatement Action Plan (NAAP) from the requirements that can address both current and long-term noise impacts as new residential receptors may emerge in the community in the future.

Provincial Noise Guidelines

The MECP has published guidelines that address noise issues as they relate to land use planning and permitted requirements (as part of an ECA) for industrial and institutional establishments, or transportation facilities located in proximity to sensitive land uses, including residential uses.

In 2013, the MECP released *Environmental Noise Guideline, Stationary and Transportation Sources – Approval and Planning* (Publication NPC-300). NPC-300 classifies noise-sensitive receptors by area. The four classes of receptors are as follows: Class I – Urban Areas; Class II – Suburban/Semi-Rural Areas; Class III – Rural Areas; Class IV – Infill Areas.

Depending on the receptor area classification, different guideline sound limits apply. The Class IV Area classification was introduced by the MECP in 2013. It is intended to allow for residential infill and redevelopment in proximity to existing stationary sources for noise, while still protecting residences from undue noise. A Class IV Noise Area classification allows for higher daytime and nighttime sound level limits than would otherwise be permitted in relation to noise sensitive land uses such as residential dwellings and associated outdoor living areas. Class IV Noise Areas require formal classification by the land use planning authority. For the City of Port Colborne, Council is the relevant land use planning authority.

Discussion:

Site Location

The site is located on the east side of Reuter Road, southeast of Durham Street. It is designated Industrial/Employment Area on Schedule A – City-Wide Land Use in the City of Port Colborne Official Plan. The site is within the City’s Urban Boundary and designated as Delineated Built-Up Area in the Niagara Official Plan. The site is zoned Heavy Industrial (HI), in accordance with Schedule “A6” to By-law No. 6575/30/18. The total site area is approximately 26,000 square metres with approximately 129 metres of frontage on Reuter Road. A location map is provided in **Appendix A**.

Surrounding Land Uses

North:

- JTL Integrated Machine Ltd., a heavy machinery manufacturing facility.
- Lots further north are approved for future residential development. At the time of approval, this development included noise abatement measures for both PC Forge and JTL Machine based on the 60db noise emissions.
- Low-density residential (single-detached dwellings) to the northwest.

East:

- Non urban land for agricultural uses.

South:

- Vacant land for agricultural uses, environmentally protected land.

West (across Reuter Road):

- Vale owned lands.

Internal Consultations:

The recommendations in this report have been developed in consultation with the Department of Development and Government Relations and the Mayor’s Office.

Financial Implications:

There are no financial implications.

Public Engagement:

This file was not subject to any public notice requirements as set out in the *Planning Act* and is not guided by any other engagement or notification procedure.

Strategic Plan Alignment:

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

- Economic Prosperity
-

Conclusion:

The Class IV Noise Area classification is recommended for the site located at 837 Reuter Road and is an appropriate mechanism to facilitate the continued operations on the site. Given that PC Forge meets the previous 60db standard and there are no physical noise control measures that can be implemented, and there will be no change to the operations or impacts to surrounding properties, a Class 4 Noise Area classification allows for higher sound level limits. This will allow PC Forge to continue operations while working towards meeting the 50db noise standard in the long-term.

Appendices:

- a. Location Map

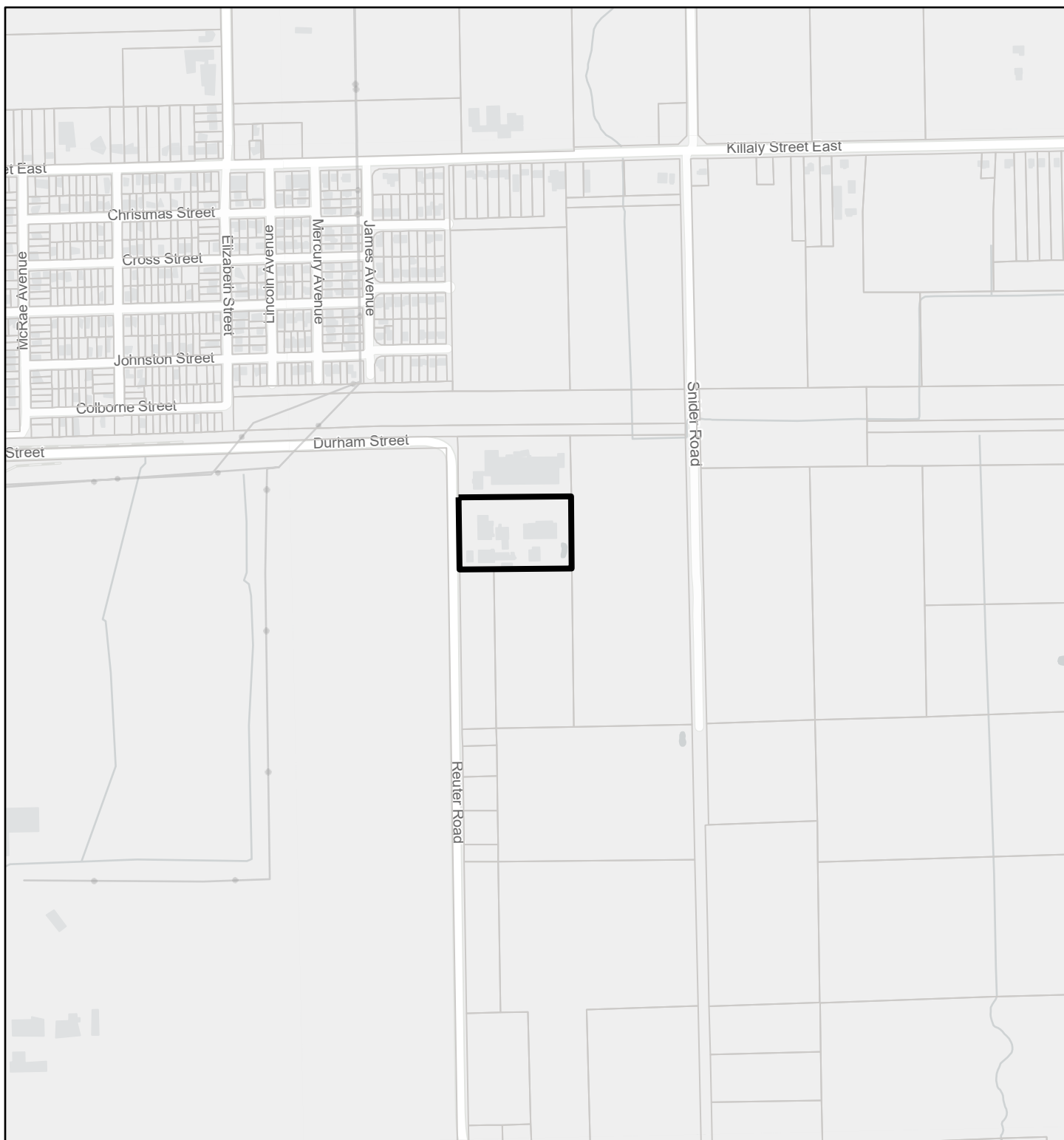
Respectfully submitted,


Sophia Lilley
Planning Student
Sophia.Lilley@PortColborne.ca

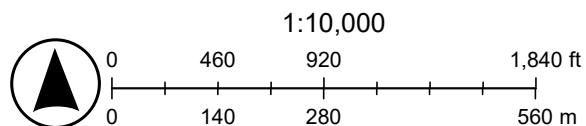
Report Approval:

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

Appendix A: Location Map



 Location of Application



**Subject: Recommendation Report for Deeming By-law Application –
30 Knoll Street**

To: Council

From: Planning and Development

Report Number: 2026-18

Meeting Date: February 10, 2026

Recommendation:

That Planning and Development Department Report 2026-18 be received; and

That the By-law, attached hereto as Appendix A, to deem Plan 38 Lot 373 and 374; NP797, Port Colborne, being all of PIN 64144-0176 (LT), not to be a lot on a registered plan of subdivision for the purposes of Subsection 50(3) be approved; and

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

Purpose:

The purpose of this report is to recommend that the lands at 30 Knoll Street be deemed not to be on a lot within a registered Plan of Subdivision for the purposes of Subsection 50 (3) of the Planning Act.

Background:

The subject lands, known municipally as 30 Knoll Street is comprised of two (2) whole lots on a Plan of Subdivision, being Plan 38 Lots 373 and 374; NP797.

The owners of these lands recently purchased the vacant adjacent lot to this property for the purpose of building a garage. To facilitate this, the lots need to operate as one. The owners are proposing to merge Lot 357 on Plan 797 with Plan 38 Lots 373 and 374; NP797.

Planning Act

Lots on a Plan of Subdivision will always remain separately conveyable, despite common ownership of abutting lands. In order to merge the lands, a deeming By-law is required.

The City of Port Colborne has authority pursuant to Subsection 50(4) of the Planning Act, to deem a Plan of Subdivision, or part thereof, that has been registered for eight years or more, to not be a registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act.

Plan 38 (NP797) was registered August 14, 1923, which makes the Plan, and Lots within the Plan, eligible to be deemed to not be within a Plan of Subdivision. The purpose of the By-law is to ensure that the lots merge together into one (1) consolidated lot and are therefore not separately conveyable to facilitate the owner's needs.

Discussion:

Site Location

The site is located on the east side of Knoll Street, south of Helen Street. The adjacent lot fronts onto Steele Street.

As per the legal description, the total landholding is comprised of the following parcels:

- Lot 373
- Lot 374

Of which are identified as Plan 38 (NP797), being all of PIN 64144-0176 (LT);

- Lot 357

Identified on Plan 797, being all of PIN 64144-0297 (LT).

The property is designated Urban Residential on Schedule A – City-Wide Land Use in the Official Plan. The site is within the City's Urban Boundary and designated as Delineated Built-Up Area in the Niagara Region Official Plan. The site is zoned Second Density Residential, under Schedule "A7" to By-law No. 6575/30/18. A location map is provided in **Figure 1**.



Figure 1- Location Map

A copy of the Deeming By-law is included as Appendix A to this Report. Staff are supportive of this proposal and recommend Council pass the By-law. Once the deeming By-law is passed and registered, Lot 357 would merge with the balance of the landholding.

Internal Consultations:

Internal consultations have been with the relevant agencies and subject matter experts.

Planning Staff have had discussions with MPAC around the most appropriate mechanism to address this condition and have determined the Deeming By-law to be the correct instrument.

Planning Staff have also been working with City Tax staff to address taxation issues.

Financial Implications:

There are no financial implications directly related to the City.

Public Engagement:

This file is not subject to any public notice requirements as set out in the Planning Act. A notice is required to be issued following Council decision on the application.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
-

Conclusion:

The deeming By-law is recommended for the site located at 30 Knoll Street, to deem the subject lands not to be a lot within a registered Plan of Subdivision pursuant to Subsection 50 (3) of the Planning Act. Given that Lots 373 and 374 are on Plan 38, which has been registered for eight years or more, the by-law will allow them to be removed from the current Plan of Subdivision and merge with Lot 357 on Plan 797.

Appendices:

- a. Deeming By-law

Respectfully submitted,

Kelly Martel, MCIP, RPP
Planning Manager
Kelly.Martel@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 designate a Plan of Subdivision, or part thereof, not to be
a Registered Plan of Subdivision for the purposes of Subsection 50(3) of
the Planning Act.**

Whereas the Council of The Corporation of the City of Port Colborne has authority pursuant to subsection 50(4) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, to deem a Plan of Subdivision, or part thereof, that has been registered for eight years or more, to not be a registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act;

Whereas 30 Knoll Street, Plan 38 Lot 373 and 374; NP797; Port Colborne, being all of PIN 64144-0176 (LT), is recognized as being part of a registered Plan of Subdivision;

Whereas in order for Lot 357 on Plan 797, being all of PIN 64144-0297 to merge with adjacent lands, known as 30 Knoll Street, Plan 38 Lot 373 and 374; NP797, the City must pass a deeming by-law for Plan 38 Lot 373 and 374; NP797;

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

1. Plan 38 Lot 373 and 374; NP797; Port Colborne, being all of PIN 64144-0176 (LT), is hereby deemed to not be within a registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act.
2. This By-law shall come into full force and effect on the date it is passed by the Council of The Corporation of the City of Port Colborne, subject to the provisions of Subsection 50(27) of the Planning Act.
3. This By-law shall be registered by The Corporation of the City of Port Colborne in the applicable Land Registry Office.

Enacted and passed this 10th day of February, 2026.

William C Steele
Mayor

Charlotte Madden
City Clerk

Subject: Raglan Street (AKA Bell Street) Stop and Close and Surplus Declaration

To: Council

From: Planning and Development

Report Number: 2026-27

Meeting Date: February 10, 2026

Recommendation:

That Development and Government Relations Report 2026-01 be received;

That the Stop-Up and Close By-law attached as Appendix C, being a By-law to Stop Up and Close a portion of Raglan Street (AKA Bell Street) registered as a public highway and described as Part of Raglan Street (also known as Bell Street) St Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1; as shown in Appendix A, be brought forward; and

That the property described above be declared surplus; and

That the Mayor and City Clerk be directed to sign all necessary documents.

Purpose:

The purpose of this report is to formally close an unopened road allowance and declare the road allowance surplus to City requirements. This process is known as a Stop-up and Close. Staff are requesting Council approve a Stop-up and Close By-law (Appendix C) and that the property be declared surplus to City requirements.

Background:

This land subject to the Stop and Close By-law is described as a public highway, Part of Raglan Street (also known as Bell Street) Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1 (shown in Appendix A).

The owners of the adjoining property to the south Canal Breeze Inc., a division of Rankin Construction, as shown in Appendix B have made a request to purchase the unopened road allowance as shown in Appendix A.

Although there is no road on these lands, the property is considered a city road. Therefore, before City property can be divested, a Stop-Up and Close process must be initiated, a By-law must be approved by Council, and the property needs to be declared surplus.

Discussion:

Canal Breeze Inc. is proposing a multi-unit residential development on the surrounding lands at 302 Welland Street. The unopened road allowance currently bisects the development parcel.

The unopened road allowance is not generating any tax revenue for the City, it is not required for operational or maintenance reasons, and it is not zoned. Staff are supportive of the parcel being declared surplus to facilitate and support the proposed residential development on the adjoining property.

The City's process for divesting of former road allowances, permits abutting land owners to purchase a portion or all of the lands. In the case of Raglan Street, there is only one (Canal Breeze Inc) landowner who owns the surrounding lands.

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

The divestment of this property will be governed by the Surplus Land Sale Policy.

Internal Consultations:

Economic Development staff reviewed the request and circulated it to other Departments for comments. Economic Development, Public Works, Planning staff and Gio Rail collaborated on the boundaries of the Stop Up and Close area requested in Appendix A. City departments have no plans for the property, and do not foresee any future use for the portion of the road network that is proposed to be closed in this report.

Financial Implications:

Costs associated with the Stop Up and Close for this property, namely the public notice and survey, will be recovered through a future land sale.

Public Engagement:

The Public Meeting notice was posted on the City's website starting on September 20th, 2025. The notice was also advertised for four consecutive weeks including November 1st, 8th, 15th and 22nd, 2025 in the Welland Tribune as per the Public Notice Policy.

A Public Meeting was held on December 2, 2025 with no delegations.

At the time of writing this report, no comments have been received.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
 - Economic Prosperity
-

Conclusion:

Economic Development staff received a request from Canal Breeze Inc. regarding their interest in purchasing a portion City property that would allow them to expand their development parcel. The City property, as shown in Appendix A, is registered as a City road allowance. It is recommended that a Stop Up and Close By-law be approved and the property be declared surplus to facilitate the sale of the property to Canal Breeze Inc.

Staff have no concerns with this and are supportive of expanded residential development.

Appendices:

- a. Stop Up and Close – Portion of Road Network public highway (City Property)
- b. Adjacent Property
- c. Stop Up and Close By-law

Respectfully submitted,

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

Erik Acs
Chief Planner
(905) 228-8117
Erik.Acs@portcolborne.ca

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

Report Approval:

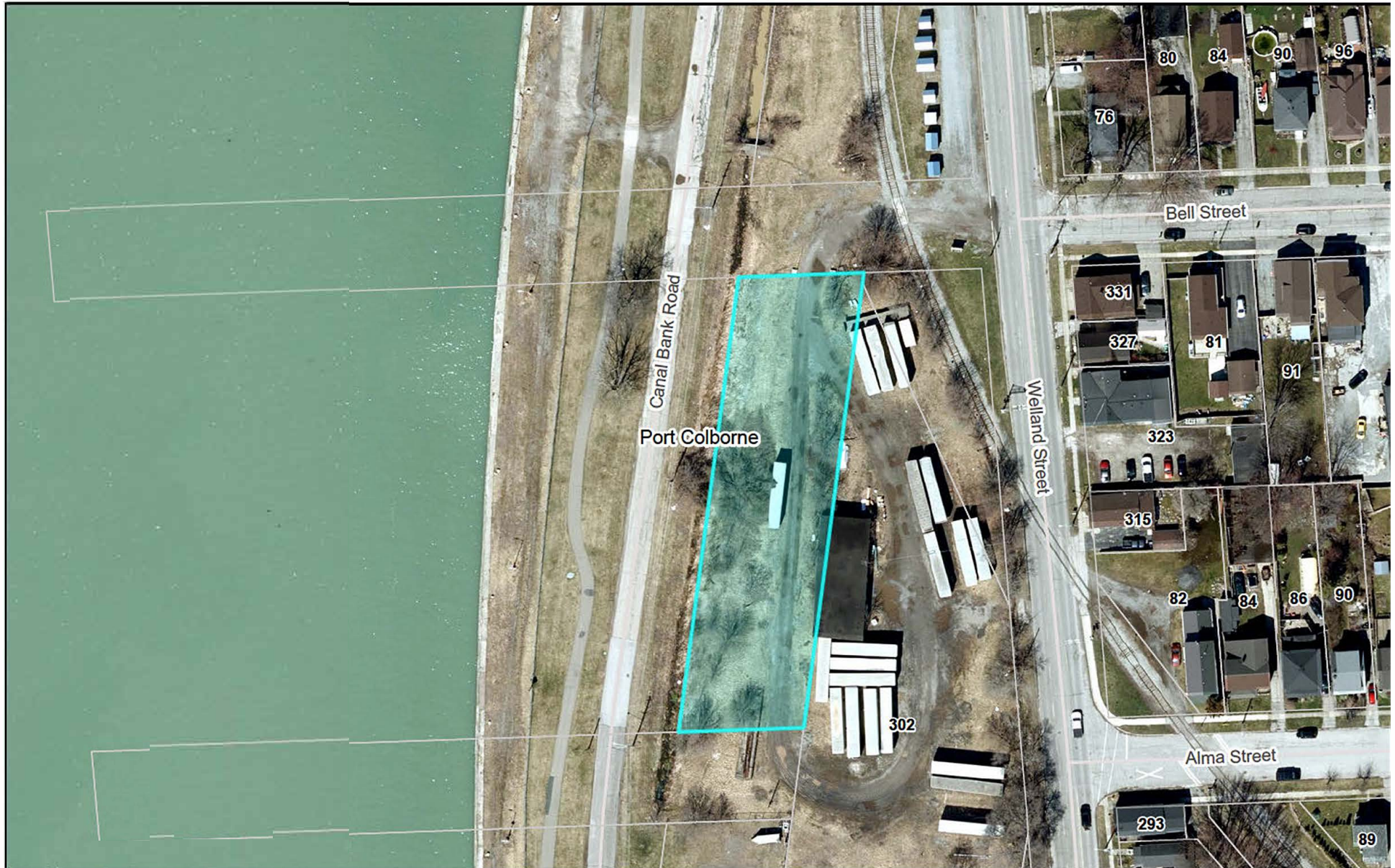
All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

Proposed Portion of Raglan Street (AKA Bell) for Stop Up and Close



Port Colborne Mapping Application

Report 2026-27
Appendix B



1:1,213

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

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

By-law No. _____

**Being a By-law to Stop and Close for Raglan Street (AKA Bell Street) Part of
Raglan Street (also known as Bell Street) St Plan 843 in the City of Port
Colborne Plan 59R-18513 Part 1**

Whereas at its meeting of February 10, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Governments Relations Report No. 2026-27, Subject: Raglan Street (AKA Bell Street) Stop Up and Close and Surplus Declaration; and

Whereas Section 27(1) of the Municipal Act, 2001, provides that, except as otherwise provided in the Act, a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

Whereas it is deemed expedient in the interest of The Corporation of the City of Port Colborne that the road allowance set out and described in this by-law be stopped up and closed; and

Whereas in accordance with Section 34(1) of the Municipal Act, 2001 and By-law 4339/12/03 of the Corporation of the City of Port Colborne, Being a By-law to Prescribe the Form and Manner and Times for the Provision of Notice in Accordance with the Municipal Act, 2001, public notice of Council's intention to permanently close the highway set out and described in this by-law was provided; and

Whereas no person claiming their lands will be prejudicially affected by the by-law applied to was heard by the Council of the Corporation of the City of Port Colborne at the meeting held by the Council for that purpose on Tuesday, February 10th, 2026.

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

1. That upon and after the passing of this by-law all that portion of the road allowance Raglan Street (AKA Bell Street) described as Part of Raglan Street (also known as Bell Street) St Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1 is hereby stopped up and closed.
2. That the Mayor, the City Clerk be and are hereby authorized to execute any documents that may be required for the purpose of carrying out the intent of this by-law and the Clerk is dully authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office to effect, the closing of the Raglan Street (AKA Bell Street) described as Part of Raglan Street (also known as Bell Street) St Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1.
4. This by-law shall take effect on the day that a certified copy of the by-law is registered in the proper land registry office.

Enacted and passed this 10th day of February, 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk

January 22, 2026

SENT VIA EMAIL

Ann-Marie Norio
Office of the Regional Clerk
1815 Sir Isaac Brock Way, PO Box 1042
Thorold, ON L2V 4T7

Dear Ann-Marie Norio,

Re: January 13, 2026 – WELLAND CITY COUNCIL

At its meeting on January 13, 2026, Welland City Council passed the following motion:

"WHEREAS, Niagara Region is responsible for homelessness services, including the Winter Cold Weather Response Plan; and
WHEREAS, public health guidance indicates that cold-related injury and hypothermia risk can occur at temperatures above freezing, particularly overnight, for individuals experiencing homelessness; and further
WHEREAS, some municipalities trigger protective measures and shelter capacity earlier, including at or near 0 to -5 degrees, rather than waiting until colder thresholds such as -15 degrees.
NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF WELLAND COUNCIL formally requests Niagara Region Council to review and reconsider the temperature thresholds in its Winter Cold Weather Response Plan, including whether supports and shelter capacity should be triggered earlier to better reflect overnight exposure risks."

Yours sincerely,

A handwritten signature in blue ink that reads 'T. Stephens'.

Tara Stephens
Director of Legislative Services/City Clerk

c.c. - Niagara Municipalities



Subject: Regional Waste Collection Service Levels

To: Council - Public Meeting

From: Public Works Department

Report Number: 2026-13

Meeting Date: February 10, 2026

Recommendation:

That Public Works Department Report 2026-13 be received; and

That Council direct the Director of Public Works to participate in the Niagara Region's 2029 Waste Collection Contract for the baseline services identified within this report; and

That Council direct the Director of Public Works to include the following Enhanced Levels of Service within the Niagara Regions' 2029 Waste Collection Contract:

- Public Space Litter Bin Collection
- Green Cart Switch-Out Program
- Firelane 21-26 Curbside Collection; and

That Council direct the Director of Public Works to contact businesses utilizing the Green Cart Switch-Out program for program feedback and for Staff to provide alternative methods to provide the service in the next 2029 Regional Waste Collection Contract report to be presented in Q4 2026.

Purpose:

The purpose of this report is to inform Council of the Niagara Region's upcoming waste collection services contract and approve the City of Port Colborne's waste collection service levels for the next contract period. This report is about waste and organics collection – not blue or grey bin recycling which recently transferred to new collection model under the producer responsibility model at the direction of the Province.

Background:

Waste management services are provided by the Niagara Region. This service includes the coordination, collection and disposal of curbside waste, organics, yard waste, large item waste removal and enforcement.

The Niagara Region Waste Management Division has contacted local area municipalities to confirm their participation in the next contract period and determine if any Enhanced Levels of Service (ELOS) are required. The Niagara Region's proposed timeline is outlined below:

- **Q1 2026** – Municipal deadline to confirm ELOS for inclusion within the procurement document
- **Q3 2026** – RFP Release
- **Q4 2026** – RFP Award and municipal approval of provisional ELOS pricing
- **Q1 2029** – Commencement of new contract

This timeline allows approximately two years for the successful contractor to procure the equipment required to meet the expectations set within the procurement document.

Discussion:

The services provided within the waste collection contract are identified below. The service starts with the baseline waste collection as utilized by all municipalities and then moves to ELOS which are services provided above the baseline service and are typically more specific to each municipality's needs.

Baseline Service Level

	Garbage Collection	Recycling	Yard Waste[^]/Organics Collection	Large Item Collection
Single-family houses	EOW, 2 bags/cans per self-contained unit	Managed separately by Circular Materials	Weekly, no limit	*
Apartments with six or fewer units			Weekly, no limit	*
Apartments with seven or more units	EOW, 2 bags/cans per self-contained unit, max 24 bags		Weekly, no limit	No public service
Institutional, commercial and industrial	EOW, 8 bags/cans per property	No public service provided as of	Weekly, 8 bag/can limit	No public service

(“ICI”) (General)		January 1, 2026		
ICI (Port Colborne – Downtown)	Weekly, 4 bags/cans per property at designated times		Weekly, no limit	No public service
ICI (Port Colborne – Main Street)			Weekly, no limit	No public service

Definitions:

- EOW = Every-other-week
- ^ Yard waste cannot include grass clippings; however, the landfill accepts these free of charge. Yard waste collection is only available in low density residential properties.
- There is a four-item limit for large household item collection per garbage collection, per eligible residential unit. Residents can request a large item pickup by visiting niagararegion.ca, using the Niagara Region Waste App, or calling the collection contractor.

Appliances and metal household items are no longer collected at the curb. These items can be taken to a Niagara Region Drop-off Depot or a private scrap metal company for pick-up.

Enhanced Levels of Service (ELOS)

ELOS includes additional collection services such as the use of front-end loader garbage trucks, public space litter receptacle collection (i.e. parks, waterfront), and additional garbage/ organics collection days which are provided over and above the baseline service level. ELOS are requested and paid for directly by each respective local area municipality.

The City of Port Colborne currently utilizes two ELOS under the current contract as outlined below:

1. Public Space Litter Bins
 - The Region currently services 16 City owned public space waste / recycling bins within the City limits at a frequency of up to three times per week, depending on location. The 2026 estimated cost is \$4,100 which includes disposal costs.
2. Green Cart Switch-Out Collection
 - This service provides regular green bin pickup on a weekly basis with the addition of removing the used green bin and leaving a clean bin in its place. The service provider will then clean the used bin for the next pickup time. This

program is limited to Mixed-Use and IC&I properties. The program originated with the City of Port Colborne prior to the transfer of waste services to the Region in the early 1990s and is unique, as no other municipalities currently utilize this service. There are 525 properties in Port Colborne eligible for this ELOS of which 18 utilize it. No specific boundary was set by the City for this service. In 2018, under a different service provider, the cost for the Green Cart Switch-Out Collection ELOS was \$11,760. It has grown to nearly \$49,300 in 2026 for 18 users. Any additional participation in the program would increase the cost of this ELOS.

Staff Recommendations

Green Cart Switch-Out Collection

With the rising costs and low usage rate of the Green Cart Switch-Out Collection ELOS staff are recommending that the participating parties be contacted to understand the specific need for this service and determine if they are able to sustain cancelling this service or paying for the service on a per bin basis so the costs are recovered from the users of the ELOS.

This service will still be included within the Region's tender document to obtain pricing. When City Staff report back on the final pricing of the Regional waste contract to Council in Q4 of 2026, staff will also include the feedback received from the 18 users and recommendations on the future of this specific ELOS.

Pleasant Beach Enclosure

In 2018, the City installed an enclosure to store garbage and recycling for residents located on Firelanes 21 to 26 during the summer months from May to October. This was completed due to the waste vehicles not being able to access the Firelanes for curbside pickup due to them being too narrow and not having a location for trucks to turn around to exit the dead-end streets. During the winter months, residents place their waste and recycling along the Pleasant Beach Road roadside for pickup as the enclosure is locked due to lower activity in the area.

There have been complications with this enclosure over the years including non-eligible items like toilets, mattresses, awnings, patio furniture and construction material being deposited along with bags exceeding the regular limit causing health and safety issues with wildlife, stacked garbage and illegal dumping around the perimeter of the enclosure. This enclosure was also built when weekly pickup was completed, moving to biweekly pickup has doubled the amount of waste being stored within the enclosure.

Regular waste and recycling pickup from this enclosure is completed by the Niagara Region's contractor but any waste exceeding the limit or large items deposited by the residents are removed by the City's contractor. The annual cost of removing the waste exceeding the limitations is approximately \$8,000.

Staff are recommending that the City request pricing within the 2029 waste collection program to provide curbside pickup at these locations with a smaller vehicle or trailer which would discontinue the use of the waste/recycling enclosure at the end of Pleasant Beach Road. Final pricing on this new ELOS will be presented to Council when staff report back on the final pricing of the overall Regional waste contract in Q4 2026.

Internal Consultations:

City departments were consulted for their waste and recycling needs.

On January 27th, 2026, Council requested staff obtain pricing to conduct recycling pickup within the downtown business areas to replace the service previously provided by the Niagara Region before January 1, 2026. Staff will address this request through a separate report as it will not be included within the Regional waste collection contract.

Financial Implications:

There are no financial implications at this time. Final approval of requested services will be presented to Council through a report in Q4 of 2026.

Strategic Plan Alignment:

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

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

Conclusion:

In advance of the Niagara Region's upcoming Waste Collection Services Contract, this report outlines the City of Port Colborne's proposed base and enhanced waste collection service levels to ensure continuity of service, address site-specific operational challenges, and support community cleanliness and environmental stewardship.

Endorsing the recommended enhanced service levels—including public space litter bin servicing, continuation and review of the Organics Cart Switch-Out Collection, and inclusion of the Pleasant Beach Road waste enclosure—will allow the City to secure provisional pricing, maintain flexibility within the regional procurement process, and make informed decisions once final costs are known. Staff will continue to work with the Niagara Region throughout the procurement process and will report back to Council in

2026 with costing.

Respectfully submitted,

Curtis Dray
Manager of Road and Park Operations
905-228-8148
Curtis.Dray@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into a Lease Agreement with Bell Mobility Inc. regarding City Property at 3 Killaly Street West

Whereas at its meeting of January 27, 2026 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report 2026-02, Subject: Property Lease for Cell Tower, Bell Mobility Inc.- Public Works Property at 3 Killaly Street West; and

Whereas Council is desirous of entering into a Lease Agreement with Bell Mobility Inc. regarding the lease of City Property located at 3 Killaly Street West.

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 Lease Agreement with Bell Mobility Inc., for the Lease of City land, located at 3 Killaly Street West, for the purposes of a Cell Tower, as outlined in the lease agreement.
2. That the Mayor and the City Clerk be and each of them is hereby authorized and directed to sign said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this 10th day of February, 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this 15th day of March, 2026 (the “Commencement Date”).

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as **3 Killaly Street W, Port Colborne, Ontario**, which is more particularly described in Schedule “A” attached (the “Property”), and leases to the Tenant any portion of the Property outlined in heavy black ink on the plan(s) attached as generally depicted in Schedule “B” (the “Leased Premises”) for the Tenant’s, its agents’, employees’, contractors’, assignee’s and sublessee’s exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the “Equipment”) for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to construct and maintain an access road to the Leased Premises, which access road will form part of the Leased Premises to the extent such access road is not already forming part of the Leased Premises as generally set out in Schedule “B” to this Lease. The Tenant and Landlord will both benefit and share the access road.

The Landlord further acknowledges that the Tenant’s fiber cabling and hydro electric wiring requirements to service its Equipment may need to be provisioned by the Tenant from either one of or a combination of a)the adjacent Municipal road through the Property into the Leased Premises or b) from the Landlords existing main telephone and hydro demarcation points through the property and into the Tenants Leased Premises (collectively referred to as the “Service Cabling”) , at the Tenants full cost and by way of a route that is still to be determined. At such time of this work being required, the Landlord will cooperate with the Tenant in allowing them to bring the said Service Cabling below, through or above the property and into the Leased Premises, and the Tenant shall ensure this work is carried out with as minimal impact to the Landlords property as reasonably possible, with any impacts to the Landlords property being fully restored by the Tenant upon completion. The Service Cabling shall be deemed to be added to the Leased Premises, once installed by the Tenant.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant’s expense to the reasonable satisfaction of the Landlord.

3. TERM. The term of this Lease (the “Term”) shall be for five (5) years, commencing on the Commencement Date, and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section **5** of this Lease.

4. RENT. During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule “C” attached (the “Rent”), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is _____, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant’s obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. “Sales Taxes” means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax (“HST”).

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers (“EFT”). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

Notwithstanding Section 10 of this Lease, the Tenant shall have the right to terminate this Lease because the Tenant was unable, despite reasonable commercial efforts, to obtain the necessary third party approvals required

to construct the Equipment on terms that were acceptable to the Tenant, in the Tenant’s sole discretion. In the event the Tenant terminates this Lease pursuant to this subsection, the Landlord shall refund all Rent (plus any Sales Taxes) that the Tenant has paid to the Landlord pursuant to this Lease.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an “Extended Term”) on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule “C” to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the “Taxes”) in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant’s use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the “Taxes Notice”), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant’s sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant’s sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant’s reasonable opinion; to enable the Tenant to contest such Taxes.

7. ELECTRICITY. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with one of the following methods below \as determined by the Tenant in its sole and absolute discretion prior to construction commencing, with a notice delivered to the Landlord in a similar format as used in Schedule “D” (“Electricity Notice”) attached herein:

☐ a check meter shall be installed by the Tenant on the Property. Upon the commencement of the payment of Rent, the Tenant shall make monthly installments to the Landlord of Four Hundred and Fifty Dollars (\$450.00), in advance (the “Monthly Hydro Installments”). At any time, at the Tenant’s sole discretion, the Tenant may periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, the Landlord and the Tenant shall adjust the Monthly Hydro Installments; determine a revised amount for the future Monthly Hydro Installments and the Tenant shall begin paying that amount monthly in advance going forward. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, in the event the Tenant has overpaid for any prior electricity consumption, the Landlord agrees that, at the Tenant’s option: (i) upon request by the Tenant, the Landlord shall immediately reimburse the Tenant for such overpaid amount; or (ii) the Tenant shall be permitted to set off such overpayment against any amount owing by the Tenant to the Landlord under this Lease.

OR

☒ a separate meter shall be installed on the Property, with direct invoices being sent to the Tenant from the local electrical company. In the event that a separate meter is not available for any reason whatsoever, a check meter shall be installed by the Tenant on the Property, and all of the provisions set out in the preceding paragraph (including those relating to Monthly Hydro Installments) shall apply to this Lease.

For clarification purposes, the Tenant shall have the right, at any time, and at its own cost and expense, to connect to and draw power from the Landlord’s electrical power supply, so long as the Tenant otherwise pays for its electricity consumption in accordance with the first method identified in this section.

8. ACCESS. The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property

Tenant Initials	Landlord Initials
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and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant (“24/7 Access”). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation. In emergency situations (as deemed by the Tenant, acting reasonably), in the event that the Landlord denies or fails to provide the Tenant, its agents, employees or contractors with access to the Property or Leased Premises within four (4) hours, then, in addition to any other rights or remedies available to the Tenant under this Lease or at law, the Rent shall abate for one (1) month for each hour that such access is not available to the Tenant beyond such four (4) hour period. The Landlord acknowledges and agrees that in regards to any such abatement, at the Tenant’s option: (i) the Landlord shall immediately reimburse the Tenant the amount of such abatement; or (ii) the Tenant shall be permitted to set off the amount of such abatement against any amount owing by the Tenant to the Landlord under this Lease.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT’S WORK.

- (a) Prior to the initial installation of the Equipment on the Property, the Tenant shall deliver to the Landlord updated Schedule “B” plan(s), if any (the “Updated Plans”). The Updated Plan(s) shall substitute and replace the plan(s) originally attached to this Lease as Schedule “B”.
- (b) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted.
- (c) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord’s consent (“Alterations”). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunications tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule “B” may be substituted with new plans delivered by the Tenant to the Landlord (the “New Plans”), and the New Plans shall be deemed to form part of this Lease.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent (plus any Sales Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. RESTORATION. Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises within a reasonable time, and the Tenant shall make good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the “Restoration Obligations”). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, or conduits. The tenant shall remove concrete foundations to one metre below grade.

12. INSURANCE AND INDEMNITY. The Tenant shall, during the Term and any Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to its use and occupancy of the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence and an annual aggregate limit of not less than five million dollars (\$5,000,000.00) for products and completed operations. The required insurance limit may be composed of any

combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the “Contaminants”). If Contaminants that are not in compliance with Laws (“Contaminants Not In Compliance”) are discovered on the Leased Premises by the Tenant during the Term or any Extended Term (if applicable), the Landlord shall remove such Contaminants Not In Compliance, at its expense, and indemnify and hold the Tenant harmless from any liability arising from the presence such Contaminants Not In Compliance on the Leased Premises.

14. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property (“Interference”). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant’s standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant’s quiet enjoyment of the Leased Premises is protected.

15. ASSIGNMENT. The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee. The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord’s rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. GENERAL.

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant’s expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. “Laws” means every statute, law, by-law, regulation, ordinance, requirement, codes and order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.
- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.
- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally, via email or by courier to the party for whom it is intended, sent by facsimile to the party for whom it is intended, or, if mailed, postage

Tenant Initials	Landlord Initials
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prepaid, by registered mail addressed to the party for whom it is intended. The facsimile numbers and the addresses for notice are set forth for each party below.

In the case of the Landlord to:

THE CORPORATION OF THE CITY OF PORT COLBORNE
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

Attention: Bram Cotton
Email: Bram.Cotton@portcolborne.ca

In the case of the Tenant to:

BELL MOBILITY INC.
5099 Creekbank Road, Building D, 6th Floor North
Mississauga, Ontario L4W 5N2
Email: BMRESI@bell.ca

Attention: Real Estate Services

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.
- (h) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at Landlord **phone number 905-228-8063** or Landlord **email address Bram.Cotton@portcolborne.ca**.
- (i) It is an expressed condition of this Lease that the provisions of Section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.
- (j) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and
 - (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (k) The Landlord represents and warrants that, as of the date of this Lease, the Landlord is either: (i) not a spouse within the meaning of the Family Law Act, R.S.O. 1990, as amended; or (ii) a spouse within the meaning of the Family Law Act, R.S.O. 1990, as amended, and that this Lease has been consented to in writing by the Landlord’s spouse as evidenced by the signature of the Landlord’s spouse hereto.
- (l) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

- (m) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors’ or subcontractors’ shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar of dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party’s obligations under this Lease.

- (n) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.
- (o) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (p) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (q) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.
- (r) The Landlord and the Tenant acknowledge and agree that Schedules “A”, “B”, “C”, “D” and “E” as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

Signatory Section Continued on following page

Signatory page for Lease at 3 Killaly Street W, Port Colborne, Ontario for the deployment of Telecommunication Installation between Bell Mobility Inc and THE CORPORATION OF THE CITY OF PORT

THE CORPORATION OF THE CITY OF PORT
COLBORNE, (Landlord)

Per: _____
Name:
Title:
Date:

Per: _____
Name:
Title:
Date”

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

Per: _____
Name:
Title:
Date:

I have authority to bind the corporation.

TOR01: 5177423: v9

SCHEDULE “A”

LEGAL DESCRIPTION OF PROPERTY

Bell Site Reference Code: X5738
Municipality: Port Colborne
Province: Ontario

Legal Description: LT 138-168, 180-207, 221-243, 261-279, 301-313, 339-346, PT LT 132-135, 169, 178, 179, 208, 220, 244, 245, 259, 260, 280, 281, 299, 300, 314, 315, 337, 338, 347, 348, 372-379, 403-407 PL 830, PT PORT COLBORNE DR, PT ST.LAWRENCE ST, PT KAWARTHA ST, PT ST.CLAIR ST, PT SUPERIOR ST , PT ST.JOHN ST, PT HURON ST, PT ONTARIO ST, PT SIMCOE ST PL 830 (CLOSED BY VH2863), PT LT 8-25 PL 764, PT LT 27 CON 2 HUMB BEING PT 2, 3 & 4 59R11702, S/T RO820303; PORT COLBORNE

PIN: 641490217

Tenant Initials	Landlord Initials
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SCHEDULE “B”

PLAN(S) OF LEASED PREMISES

Tenant Initials	Landlord Initials
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SCHEDULE “C”

RENT FOR TERM

- 1. On the first day of the month of the Term in which Construction Commences, and ending on that date which is five (5) years following the Commencement Date, Rent shall be **Fourteen Thousand Dollars (\$14,000.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, pro rata by the Tenant to the Landlord. The Tenant shall notify the Landlord of the Construction Commencement date by way of a notice similar to or containing the generally similar details as outlined in Schedule “E” of this Lease.

RENT FOR EXTENDED TERMS

- 1. During the first five (5) year Extended Term (as applicable), being the period commencing on March 15th, 2031 and ending March 14th, 2036, Rent shall be **Fifteen Thousand Four Hundred Dollars (\$15,400.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.
- 2. During the second five (5) year Extended Term (as applicable), being the period commencing on March 15th, 2036 and ending on March 14th, 2041, Rent shall be **Sixteen Thousand Nine Hundred and Forty Dollars (\$16,940.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.
- 3. During the third five (5) year Extended Term (as applicable), being the period commencing on March 15th, 2041 and ending on March 14th, 2046, Rent shall be **Eighteen Thousand Six Hundred and Thirty-Four Dollars (\$18,634.00)** (exclusive of any Sales Taxes which the Tenant is required to pay by law), per year, payable annually, in advance, by the Tenant to the Landlord.

Tenant Initials	Landlord Initials
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SCHEDULE “D”

AMENDMENTS TO TERMS AND CONDITIONS

- 1. The Tenant agrees to install, at it’s own expense, one (1) new additional radio antenna on the Tenant’s tower, to be mounted at the top of the tower, and one (1) additional existing radio antenna, to be mounted below the Tenant’s initial and future antennas and equipment, situated on the Leased Premises for zero rent.
- 2. The Landlord shall be permitted to conduct repairs to the additional equipment noted section 1 above provided that the Tenant is notified in advance and the rigging contractor is approved by the Tenant, acting reasonably.
- 3. The Tenant shall, at tis own expense, dismantle and remove the existing tower on the property.
- 4. The Tenant shall install climb guards on the tower in lieu of a fenced compound.

Tenant Initials	Landlord Initials
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SCHEDULE “E”

ELECTRICITY NOTICE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[
[
[

[DATE]

Attention: [

Dear [

Re: Lease made as of March 15th, 2026 (the “Lease”), between Bell Mobility Inc. (the “Tenant”) and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Landlord”) for premises at 3 Killaly Street W, Port Colborne, Ontario

The Tenant hereby notifies the Landlord that, pursuant to Section 7 of the Lease, the costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with one of the following (as shown by the checked box):

☐ a check meter shall be installed by the Tenant on the Property. Upon the commencement of the payment of Rent, the Tenant shall make monthly installments to the Landlord of Four Hundred and Fifty Dollars (\$450.00), in advance (the “Monthly Hydro Installments”). At any time, at the Tenant’s sole discretion, the Tenant may periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, the Landlord and the Tenant shall adjust the Monthly Hydro Installments, determine a revised amount for the future Monthly Hydro Installments and the Tenant shall begin paying that amount monthly in advance going forward. This process shall continue throughout the Term and Extended Term (if applicable), based on the actual electrical consumption being used for the Equipment. Based on the check meter readings and the kilowatt per hour rate charged by the local electrical company, in the event the Tenant has overpaid for any prior electricity consumption, the Landlord agrees that, at the Tenant’s option: (i) upon request by the Tenant, the Landlord shall immediately reimburse the Tenant for such overpaid amount; or (ii) the Tenant shall be permitted to set off such overpayment against any amount owing by the Tenant to the Landlord under this Lease.

OR

☒ a separate meter shall be installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

Any term which is defined in the Lease, shall, unless the context otherwise requires, have the same meaning when used in this letter.

Sincerely,

BELL MOBILITY INC.

SCHEDULE “F”

CONSTRUCTION COMMENCEMENT DATE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[
[
[

[DATE]

Attention: [

Dear [

Re: Lease made as of March 15th, 2026 (the “Lease”), between Bell Mobility Inc. (the “Tenant”) and THE CORPORATION OF THE CITY OF PORT COLBORNE (the “Landlord”) for premises at 3 Killaly Street W, Port Colborne, Ontario

The Tenant hereby notifies the Landlord that, pursuant to Schedule “C” of the Lease, the “Construction Commencement Date” (as defined therein) is established as [

Sincerely,

BELL MOBILITY INC.

Tenant Initials	Landlord Initials
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AUTHORIZATION AND PERMISSION

TO WHOM IT MAY CONCERN:

BELL MOBILITY INC. has my/our permission to act as my/our Agent to acquire the necessary permits, drawings, and information from the Municipal or other authorities concerned, needed to approve the construction of the site set out below and as shown on the preliminary site plan attached to the Lease or Schedule.

COMPANY/OWNER:
THE CORPORATION OF THE CITY OF PORT COLBORNE

ADDRESS: **66 Charlotte Street**

Port Colborne, Ontario

CONTACT NAME: **Bram Cotton**

PHONE NO.: **905-228-8063**

SITE: **W9034**

MUNICIPAL ADDRESS: **3 Killaly Street W, Port Colborne, Ontario**

LEGAL DESCRIPTION: **LT 138-168, 180-207, 221-243, 261-279, 301-313, 339-346, PT LT 132-135, 169, 178, 179, 208, 220, 244, 245, 259, 260, 280, 281, 299, 300, 314, 315, 337, 338, 347, 348, 372-379, 403-407 PL 830, PT PORT COLBORNE DR, PT ST.LAWRENCE ST, PT KAWARTHA ST, PT ST.CLAIR ST, PT SUPERIOR ST, PT ST.JOHN ST, PT HURON ST, PT ONTARIO ST, PT SIMCOE ST PL 830 (CLOSED BY VH2863), PT LT 8-25 PL 764, PT LT 27 CON 2 HUMB BEING PT 2, 3 & 4 59R11702, S/T RO820303; PORT COLBORNE**

PIN: **641490217**

DATED at ___, this ___ day of _____, _____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

The Corporation of the City of Port Colborne

By-law no. _____

**Being a by-law to designate a Plan of Subdivision, or part thereof, not to be
a Registered Plan of Subdivision for the purposes of Subsection 50(3) of
the Planning Act.**

Whereas the Council of The Corporation of the City of Port Colborne has authority pursuant to subsection 50(4) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, to deem a Plan of Subdivision, or part thereof, that has been registered for eight years or more, to not be a registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act; and

Whereas 30 Knoll Street, Plan 38 Lot 373 and 374; NP797; Port Colborne, being all of PIN 64144-0176 (LT), is recognized as being part of a registered Plan of Subdivision; and

Whereas in order for Lot 357 on Plan 797, being all of PIN 64144-0297 to merge with adjacent lands, known as 30 Knoll Street, Plan 38 Lot 373 and 374; NP797, the City must pass a deeming by-law for Plan 38 Lot 373 and 374; NP797;

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

1. Plan 38 Lot 373 and 374; NP797; Port Colborne, being all of PIN 64144-0176 (LT), is hereby deemed to not be within a registered Plan of Subdivision for the purposes of Subsection 50(3) of the Planning Act.
2. This By-law shall come into full force and effect on the date it is passed by the Council of The Corporation of the City of Port Colborne, subject to the provisions of Subsection 50(27) of the Planning Act.
3. This By-law shall be registered by The Corporation of the City of Port Colborne in the applicable Land Registry Office.

Enacted and passed this 10th day of February, 2026.

William C Steele
Mayor

Charlotte Madden
City Clerk

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

Being a By-law to Authorize Entering into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, for the Canada Housing Infrastructure Fund and to Repeal By-law No. 7414/105/25

Whereas at its meeting of December 9, 2025, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report No. 2025-171, 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 By-law No. That By-law No.7417/105/25, 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, and all amendments thereto, are hereby repealed.
3. 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 10th day of February, 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk

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.

“Ultimate Recipient” means the Regional Municipality of Niagara that receives funding from the Recipient for the activities set out in Schedule B (Project Details) in accordance with this Agreement and that meets the eligibility criteria set out in Schedule A.3 (Eligible Ultimate Recipient(s)).

“Ultimate Recipient Agreement” means an agreement between the Recipient and the Ultimate Recipient(s) for the Project.

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 and where the Ultimate Recipient owns the Assets in relation to the Project or has Assets in relation to the Project in their control, the Recipient will ensure that the Ultimate Recipient ensures the ongoing operation, maintenance, and repair of any such Asset 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 enter into an Ultimate Recipient Agreement with the Ultimate Recipient. Upon request, the Recipient will promptly provide Canada with a copy of the Ultimate Recipient Agreement.
- l) 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.
- iii. The Recipient enters into an Ultimate Recipient Agreement with each Ultimate Recipient in accordance with this Agreement.

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 By-law No.____, dated February 10, 2026;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient or the Ultimate 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 or Ultimate Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient or Ultimate 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 or Ultimate 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 and the Ultimate Recipient are 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; and
 - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- c) 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.

- d) 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 and will ensure that the Ultimate Recipient keeps proper and accurate financial accounts and records, including but not limited to its Contracts, the Ultimate Recipient Agreement, 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 and will ensure that the Ultimate Recipient provides 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. The Recipient will ensure that the Ultimate Recipient Agreement requires the Ultimate Recipient to cooperate with the Recipient in relation to an audit.

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 and the Ultimate 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 or where appropriate, in the Ultimate 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 or the Ultimate Recipient 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 or Ultimate Recipient 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 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 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;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement; or
- e) The Recipient has not complied with Section 20 (Content of the Ultimate Recipient 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.
- e) The Recipient will include provisions in the Ultimate Recipient Agreement requiring the Ultimate Recipient to agree to reimburse the Recipient who in turn will reimburse Canada, on demand by Canada and in the Event of Default under this Agreement, any amount contributed by Canada in respect of the Project.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, the Ultimate 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; or
 - 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. Where applicable, the Recipient will include provisions in the Ultimate Recipient Agreement to ensure that the Ultimate Recipient preserves, maintains, and uses any Assets for the purposes of the Project, and will not dispose of any Assets during the Asset Disposal Period, unless the Ultimate Recipient notifies the Recipient in writing and Canada consents to the Asset's 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. The Recipient will take the necessary action to ensure that any Ultimate Recipient Agreement or Contract between the Recipient and any Third Party contains a provision to that effect.

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 and between Canada and the Ultimate Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party or the Regional Municipality of Niagara, 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 or an Ultimate Recipient 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@info.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. The Recipient will ensure that the Ultimate Recipient complies 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.

20. AWARDING OF FUNDING TO ULTIMATE RECIPIENTS

20.1 AWARDING OF FUNDING TO ULTIMATE RECIPIENTS

- a) The Recipient will further distribute up to \$8,500,000.00 (44%) of Canada's contribution to the Ultimate Recipient for Eligible Expenditures incurred by the Ultimate Recipient in accordance with the activities as described in Schedule B (Project Details).
- b) The Recipient will not receive any product, payment, service or benefit from an Ultimate Recipient in return for the provision of such funding.
- c) The Recipient will not be acting as an agent of Canada in the provision of funding.
- d) The Recipient agrees to enforce the terms and conditions of the Ultimate Recipient Agreement and agrees that no default under such agreement will constitute a defence to any default of the Recipient hereunder.
- e) The Recipient agrees that the failure by the Recipient to include the clauses set out in Section 20.2 of this Agreement in an Ultimate Recipient Agreement will not constitute a defence to any default of the Recipient hereunder.
- f) If Canada determines that the Recipient has entered into an Ultimate Recipient Agreement in such a manner that is not in compliance with the foregoing or any other aspect of the Recipient's relationship with an Ultimate Recipient is not compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with that Ultimate Recipient Agreement to be ineligible.

20.2 CONTENT OF THE ULTIMATE RECIPIENT AGREEMENT

The Recipient will ensure that:

- a) The Recipient will enter into an Ultimate Recipient Agreement with the Ultimate Recipient that will set out the conditions of the funding.
- b) The Recipient will ensure that the Ultimate Recipient Agreement is consistent with and no less favourable to Canada than this Agreement. Without limiting the generality of the foregoing, the Recipient agrees to include in the Ultimate Recipient Agreement the following terms and conditions with such reasonable and necessary modifications as the circumstances require:
 - i. Section 3.6 (Inability to Complete Project)
 - ii. Paragraphs 4 b), c) and e) Recipient Representations and Warranties
 - iii. Section 6 (Contract Procedures)
 - iv. Section 7 (Environmental and Impact Assessment)
 - v. Section 8 (Indigenous Consultation)
 - vi. Section 12 (Audit, Evaluation and Monitoring for Compliance)
 - vii. Section 13 (Communications)
 - viii. Section 16 (Default)
 - ix. Section 17 (Limitation of Liability and Indemnification)
 - x. Section 18 (Assets)
 - xi. Section 19.2 (Survival)

- xii. Section 19.3 (Accounting Principles)
- xiii. Section 19.7 (Members of the House of Commons and the Senate)
- xiv. Section 19.8 (Conflict of Interest)
- xv. Section 19.9 (No Agency, Partnership, Joint Venture, etc.)
- xvi. Section 19.10 (No Authority to Represent)
- xvii. Section 19.17 (Compliance with Laws)
- xviii. Schedule B (Project Details)
- xix. Schedule C (Reporting Requirements)
 - a. The Ultimate Recipient will provide the Recipient with the information it requires to complete and deliver the reports described in Schedule C (Reporting Requirements), where applicable.
- xx. Schedule E (Communications Protocol)

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 and CITY CLERK 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 (I) of section 3.2 (Commitments by the Recipient).
- ii. The incremental costs of employees of the Recipient or Ultimate 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 (I) 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 paragraph (I) 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 or Ultimate 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 or Ultimate 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 or Ultimate 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 A.3: ELIGIBLE ULTIMATE RECIPIENT

Funding provided by Canada for the activities as described in Schedule B (Project Details) can only be further distributed to the Regional Municipality of Niagara.

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. The Recipient, through an Ultimate Recipient Agreement, will work with the Ultimate Recipient for construction of necessary structural work.

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
		Number of housing units associated with a known housing development that will be supported by the project		3,310
Improved capacity of housing-enabling infrastructure in Canadian communities		Population served by wastewater, drinking water, and/or solid waste plants/facilities	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
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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	2026-2027	2027-2028	2028-2029	Total
HICC Contribution	\$1,275,000	\$7,250,000	\$10,725,000	\$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 (l) 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@infcc.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 Stop and Close for Raglan Street (AKA Bell Street) Part of
Raglan Street (also known as Bell Street) St Plan 843 in the City of Port
Colborne Plan 59R-18513 Part 1**

Whereas at its meeting of February 10, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Development and Governments Relations Report No. 2026-27, Subject: Raglan Street (AKA Bell Street) Stop Up and Close and Surplus Declaration; and

Whereas Section 27(1) of the Municipal Act, 2001, provides that, except as otherwise provided in the Act, a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

Whereas it is deemed expedient in the interest of The Corporation of the City of Port Colborne that the road allowance set out and described in this by-law be stopped up and closed; and

Whereas in accordance with Section 34(1) of the Municipal Act, 2001 and By-law **4339/12/03** of the Corporation of the City of Port Colborne, Being a By-law to Prescribe the Form and Manner and Times for the Provision of Notice in Accordance with the Municipal Act, 2001, public notice of Council's intention to permanently close the highway set out and described in this by-law was provided; and

Whereas no person claiming their lands will be prejudicially affected by the by-law applied to was heard by the Council of the Corporation of the City of Port Colborne at the meeting held by the Council for that purpose on Tuesday, February 10th, 2026.

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

1. That upon and after the passing of this by-law all that portion of the road allowance Raglan Street (AKA Bell Street) described as Part of Raglan Street (also known as Bell Street) St Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1 is hereby stopped up and closed.
2. That the Mayor, the City Clerk be and are hereby authorized to execute any documents that may be required for the purpose of carrying out the intent of this by-law and the Clerk is dully authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office to effect, the closing of the Raglan Street (AKA Bell Street) described as Part of Raglan Street (also known as Bell Street) St Plan 843 in the City of Port Colborne Plan 59R-18513 Part 1.
4. This by-law shall take effect on the day that a certified copy of the by-law is registered in the proper land registry office.

Enacted and passed this 10th day of February, 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-Law to Amend By-Law No. 4321/157/02, Being a By-law to Provide for the Licensing, Regulating and Governing of Trailer Camps

Whereas the Council of The Corporation of the City of Port Colborne (Council) enacted By-law No. 4321/157/02, Being a By-law to Provide for the Licensing, Regulating and Governing of Trailer Camps, on the 16th day of December, 2002; and

Whereas the Council of The Corporation of the City of Port Colborne (Council) enacted By-law No. 7388/79/25, Being a By-law to License, Regulate and Govern Short-term Rental Accommodations in the City of Port Colborne, on the 23rd day of September, 2025 which came into force and effect on the 1st day of November, 2025;

Whereas the Council of The Corporation of the City of Port Colborne is desirous of making a housekeeping amendment to By-law No. 4321/157/02 to allow a short-term rental accommodation to be operated out of a trailer in a trailer camp;

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

1. That By-Law No. 4321/157/02, Being a By-law to Provide for the Licensing, Regulating and Governing of Trailer Camps, be amended by replacing section 26 with the following:

“26. No person shall operate and no Owner shall permit to be operated any business from a Trailer located in a Trailer Camp, other than a short-term rental accommodation provided the short-term rental accommodation is licensed.”
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 10th day of February, 2026.

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 Meeting of
February 10, 2026**

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 Meeting of February 10, 2026, 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 10th day of February, 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk