City of Port Colborne
Council Meeting Agenda

Date: Tuesday, July 14, 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) - June 23, 2026

   4.2 Staff Reports

      a. Confidential Verbal Report from the Chief Administrative Officer Regarding Legal Advice on Municipal Services Corporations

      Confidential Verbal Report from the Chief Administrative Officer pursuant to the *Municipal Act, 2001,* Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

b. Confidential Planning and Development Memorandum to Council, 2026-113

Confidential Planning and Development Memorandum to Council - 2026-113 pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board and Subsection 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

c. Confidential Planning and Development Report- Proposed Purchase of Land, 2026-107

Confidential Planning and Development Report- Proposed Purchase of Land, 2026-107 pursuant to the *Municipal Act, 2001,* Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

d. Confidential Planning and Development Report - Proposed Disposition of Land, 2026-99

Confidential Planning and Development Report - Proposed Disposition of Land, 2026-99 written pursuant to the *Municipal Act, 2001,* Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

e. Confidential Chief Administrative Officer Report, 2026-114

Confidential Chief Administrative Officer Report, 2026-114 pursuant to the *Municipal Act, 2001,* Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

f. CAO Annual Goals and Development Objectives - Update, 2026-111

CAO Annual Goals and Development Objectives Update 2026-111 pursuant to the *Municipal Act, 2001*, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

g. Confidential Verbal Report from the Chief Administrative Officer Regarding an Identifiable Individual and Labour Relations

Confidential Verbal Report from the Chief Administrative Officer pursuant to the *Municipal Act, 2001*, Subsections 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations.

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. Proclamations

9. Presentations

10. 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.

11. Mayor's Report

12. Regional Councillor's Report

13. 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.

13.1 Approval of Minutes

a. Regular Council Meeting - June 23, 2026 1

13.2 Receipt of Minutes of Boards & Committees

13.3 Staff Reports

a. Community Engagement on the Development of Port Colborne's New Municipal Website, 2026-110 32

b. Meadow Heights Subdivision, Phase 2 Stage 1 (Plan 59M-195)-Assumption, 2026-98 62

c. Purchase of 15 King Street, 2026-118 118

d. Disposition of City Property Invertose Parcel A – Agreement of Purchase and Sale, 2026-85 131

e. Wignell Municipal Drain Summary, 2026-58 148

13.4 Receipt of Correspondence Items

a. Township of McGarry - Calling upon the Province of Ontario to conduct review of the OPP Municipal Policing Billing Model 192

b. Correspondence from the Minister of Justice and Attorney General of Canada and Minister responsible for the Atlantic Canada Opportunities Agency - Bail and Sentencing Reform Act (Bill C-14) 194

c. Ministry of Municipal Affairs and Housing - Amendment under the Planning Act to Support a New Framework for Developer-Identified Parkland Dedication 196

d. City of Mississauga - Provincial Review of Benchmarking, Funding Formulas, and Length-of-Stay Standards for Emergency Shelters Serving Women and Children Experiencing Intimate Partner Violence 197

e. Town of Caledon - Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases 199

f. Tay Valley Township - Reinstating the Requirements for Compliance with the Freedom of Information and Protection of Privacy Act 201

g. Village of Burk Falls - Cancer Clinic Petition Huntsville 203

h. ADR Chambers - City of Port Colborne Integrity Commissioner Annual Report for the operating period of February 25, 2025 to February 24, 2026 205

14. Items Requiring Separate Discussion

14.1 Establishing Municipal Services Corporations in Port Colborne, 2026-112 207

15. Staff Remarks

16. Councillors' Remarks

17. Motions

18. Notice of Motions

19. Procedural Motions

20. By-laws

20.1 By-law No. 7477/61/26 317

Being a By-law to Exempt the lands known as Lot 22 of Registered Plan 59M-193 from Part Lot Control provisions of the Planning Act

20.2 By-law No.7478/62/26 318

Being a By-law to Assume Ownership and Responsibility of the Primary and Secondary Services in Phase 2, Stage 1 of the Meadow Heights Subdivision (Plan 59M-195) (1399908 ONTARIO LTD)

20.3 By-law No. 7479/63/26 370

Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with West Pier Inc. for the purchase of 15 King Street

20.4 By-law No. 7480/64/26 378

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming) for the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344

20.5 By-law No. 7232/54/24 390

Being a By-law to provide for a Section 4 and Section 78 Engineer's Report for Drainage works in the City of Port Colborne in the Regional Municipality of Niagara known as the Wignell Municipal Drain

20.6 By-law No. 7481/65/26 662

Being a by-law to Adopt an Asset Transfer Policy for the City of Port Colborne

20.7 By-law No. 7482/66/26 665

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

21. Adjournment

City of Port Colborne

Council Meeting Minutes

Date:	**Tuesday, June 23, 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 R. Bodner, Councillor G. Bruno, Councillor D. Elliott, Councillor T. Hoyle, Councillor W. Steele, Mayor (presiding officer)
Member(s) Absent:	E. Beauregard, Councillor F. Danch, Councillor
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 Business Enterprises C. Madden, City Clerk J. Rorison, Corporate Affairs Manager A. Rotundo, Supervisor of Asset Management
Others Present:	J. Hambleton, Niagara Transit

1. Call to Order

Mayor Steele called the meeting to order at 5:00 p.m.

2. Adoption of Agenda

The following changes were made to the agenda:

- A memo regarding the Development Charges Reduction Program has been added as item 16.3 j.
- Item 17.2 was moved from Items Requiring Separate Discussion to the Consent agenda, as it was placed under the wrong item in error.
- Presentation slides were added to item 17.1, the MSC business case
- An interim control by-law recommendation report and by-law were added as items 17.4 and 20.10 respectively.

C-25- 099

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

That the agenda dated June 23, 2026, be confirmed, as amended.

Carried

3. Disclosures of Interest

3.1 Councillor E. Beauregard - Recommendation Report for Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision – Westwood Estates Phase III – Files D09-01-23, D14-02-23 and D12-01-23, 2026-80

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is the agent representing the owner for this development.

3.2 Councillor E. Beauregard - By-law No. 7470/54/26

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is the agent representing the owner for this development.

3.3 Councillor E. Beauregard - By-law No. 7471/55/26

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is the agent representing the owner for this development.

3.4 Mayor Steele - Recommendation Report for Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision – Westwood Estates Phase III – Files D09-01-23, D14-02-23 and D12-01-23, 2026-80

My conflict of interest still stands as previously declared on this item. I live in the notification zone of Westwood Estates.

3.5 Councillor G. Bruno - Closed Session (Beginning at 5:00 p.m.)

I declare a pecuniary conflict of interest on item 4.2 a as I and my company provided consulting services on the project to a party named in the confidential report.

3.6 Councillor D. Elliott - Closed Session (Beginning at 5:00 p.m.)

Indirect pecuniary interest on items 4.2 a. and 4.2 c.

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

C-25- 100

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

That Council do now proceed to meet in Closed Session at 5:03 p.m. under the *Municipal Act, 2001*:

- Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- Subsection 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- Subsection 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Carried

4.1 Approval of Closed Session Minutes

a. Special Council Meeting (Closed Session) - May 23, 2026

4.2 Staff Reports

a. Confidential Pending Acquisition or Disposition of Land - 2026-88

b. Confidential Negotiation Proposal - 2026-83

c. Confidential Memorandum to Council - Proposed Acquisition of Land

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

C-25- 101

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

That Council rise and reconvene from Closed Session at 6:40 p.m. with report:

4.1 Approval of Closed Session Minutes

a. That the following closed session minutes be approved:

Special Council Meeting (Closed Session) - May 23, 2026

4.2 Staff Reports

a. That Report 2026-88 be received; and

That staff follow the direction provided in Closed Session in accordance with the Municipal Act.

b. That Report 2026-83 be received; and

That staff follow the direction provided in Closed Session in accordance with the Municipal Act.

c. That Confidential Memorandum to Council - Proposed Acquisition of Land be received; and

That staff follow the direction provided in Closed Session in accordance with the Municipal Act.

Carried

6. National Anthem

Everyone stood for the National Anthem.

7. 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.

8. Statutory Public Meeting

Bram Cotton, Economic Development Officer, presented to Council on Report 2026-55.

8.1 Public Meeting Report for Proposed Expansion to the Main Street Community Improvement Plan Area – Vacant Land, Neff Street, 2026-55

C-25- 102

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

That Planning and Development Department Report 2026-55 be received; and

That Council direct Planning and Development Department staff to bring forward a recommendation report.

Carried

9. Proclamations

9.1 World Hepatitis Day - July 28, 2026

C-25- 103

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

Whereas, approximately 214,000 Canadians are living with hepatitis C and over 250,000 people are living with hepatitis B; and

Whereas, people living with hepatitis B and C have an increased risk of developing cirrhosis, liver failure and related illnesses; and

Whereas, Ontario has over 110,000 people living with hepatitis B or C, both of which are slow and progressive diseases; and

Whereas, there are vaccines available for Hepatitis A and B; effective Hepatitis C treatment therapies can cure over 95% of cases; and

Whereas, World Hepatitis Day provides an opportunity to reach out to millions of Canadians and encourage testing, hepatitis provide treatment and care for those affected while paving the way towards elimination of hepatitis as a public health concern in Canada by 2030;

Therefore, I, William C. Steele, Mayor of the City of Port Colborne, do hereby proclaim July 28th, 2026 World Hepatitis Day in Port Colborne.

Carried

9.2 June is Seniors Month 2026

C-25- 104

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

Whereas June is Seniors Month in Ontario. It's a time to acknowledge and honour the amazing seniors in our lives across the province; and

Whereas seniors have contributed and continue to contribute immensely to the life and vibrancy of this community; and

Whereas seniors continue to serve as leaders, mentors, volunteers and important and active members of this community; and

Whereas this year's theme is: Ontario Seniors – Let's Get Moving, highlights the importance of supporting our older adults through programs and
intitiatives that promote wellness, social engagement and education; and

Whereas this year also marks the 60th anniversary of Ontario funding Seniors Active Living Centre (SALC) programs. Originally known as Elderly
Persons Centres, Ontario now has over 400 SALC programs providing activities and services for seniors and older adults in communities across the
province.

Now therefore I, Mayor William C. Steele, do hereby proclaim June 1st to June 30th, 2026 as Seniors Month in the City of Port Colborne.

Carried

10. Presentations

10.1 Senior Month Award - Recognition of Dorothy Santarella

Mayor Steele and Councillor Aquilina presented the Senior Month Award to Dorothy Santarella.

11. Delegations

11.1 Marsha and Mike McCreadie

Marsha and Mike McCreadie delegated on item 13.1.

12. Notice of Motions

There were no notices of motions.

13. Motions

13.1 Request to Reconsider Resolution C-25- 078 Regarding the Management of the City’s Waterfront Road Allowances

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

That Council reconsiders Resolution C-25-078 passed by Council on April 15, 2025 regarding the management of the City’s waterfront road allowances.

Lost

14. Mayor's Report

A copy of the Mayor's report is attached.

15. Regional Councillor's Report

Regional Councillor Badawey inquired if Councillors had any questions.

16. Consent Agenda

Items 16.3 c, 16.3 e, 16.3 f, 16.3 g, and 16.3 h, were lifted from the Consent agenda and considered under item 17, Items Requiring Separate Discussion

C-25- 105

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

That Council hereby approves the listed consent items on the June 23, 2026, Council agenda; and

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

Carried

16.1 Approval of Minutes

a. Regular Council Meeting - May 12, 2026

b. Special Council Meeting - May 23, 2026

16.2 Receipt of Minutes of Boards & Committees

a. Environmental Advisory Committee Meeting - January 14, 2026

b. Port Colborne Senior Citizens Advisory Committee - February 17, 2026

c. Port Colborne Museum, Heritage and Culture Board Meeting - March 17, 2026

d. Port Colborne Museum, Heritage and Culture Board Meeting - April 21, 2026

e. Port Colborne Public Library Board - April 8, 2026

f. Port Colborne Public Library Board Meeting - May 6, 2026

16.3 Staff Reports

a. 2026 Restricted Acts of Council (Lame Duck Provisions), 2026-60

b. Whiskey and Walleye Lease Extension, 2026-79

d. 2025 Consolidated Financial Statements, 2026-84

i. 2024 and 2025 Purchasing Summary, 2026-81

j. Memorandum to Council - Development Charges Reduction Program

k. 2025 Development Charges Summary – Treasurer's Statement, 2026-68

That Financial Services Department 2026-68 be received.

16.4 Receipt of Correspondence Items

a. **Hon. Robert Flack, Minister of Municipal Affairs and Housing - City of Port Colborne Ward and Council Approval**

b. **Hon. Robert Flack, Minister of Municipal Affairs and Housing - Protecting Ontario's Streets and Communities Act, 2026**

c. **Niagara Region - 2025 Reserve Water and Wastewater Treatment Capacities**

d. **Niagara Region - Combined Sewer Overflow (SCO) Control Program - 2026 Funding Recommendations**

e. **Niagara Region - Debt Information Report - 2026 Debenture Issuance**

f. **Niagara Region - Niagara Region 2025 Employment Inventory Results**

g. **Town of Grimsby - Municipal Heritage Register Extension**

h. **City of St. Catharines - Request for Federation of Canadian Municipalities (FCM) to Develop an Anniversary Tree Planting Program**

i. **Town of Fort Erie - Correspondence from City of Thorold Resolution Respecting Lower-Tier Municipal Representation in Regional Decision-Making on Mental Health, Homelessness, and Addiction**

j. **City of Thorold - Bill 21, Protect Our Food Act, 2025**

k. **Prince Edward County - Vacant Commercial Storefront Tax**

l. **Town of Plympton-Wyoming - Support for Sustainable Provincial Grant Funding for Fire Services in Ontario**

m. **City of Richmond Hill - Integrated Living and Participation Model for Adults with Developmental Disabilities**

n. **Municipality of Calvin - Requesting the Provincial Review of CVA Based Apportionment for Shared Municipal and Provincially Mandated Services**

o. **Town of South Bruce - Affirming Outdoor Education as an Essential Part of Public Education in Ontario**

p. **Northeastern Manitoulin & The Islands - Provincial Healthcare Spending**

17. Items Requiring Separate Discussion

17.6 Recommendation Report for Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision – Westwood Estates Phase III – Files D09-01-23, D14-02-23 and D12-01-23, 2026-80

Councillor Beauregard and Mayor Steele declared a conflict on this item. Councillor Aquilina assumed the position of Chair.

C-25- 106

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

That Planning and Development Department Report 2026-80 be received; and

That the Official Plan Amendment attached hereto as Appendix A, be approved;

That the Zoning By-law Amendment attached hereto as Appendix B, be approved;

That the Draft Plan of Subdivision and associated Draft Plan Conditions attached hereto as Appendix C, 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

17.9 Recommendation Report for Official Plan and Zoning By-law Amendments for 547 King Street- Files D09-01-26 and D14-01-26, 2026-96

C-25- 107

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

That Planning and Development Department Report 2026-96 be received; and,

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

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

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

Carried

17.1 Municipal Services Corporation Business Case and Community Engagement, 2026-102

Bryan Boles, Chief Administrative Officer, presented to Council on report 2026-102.

C-25- 108

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

That Chief Administrative Officer Report 2026-102 be received.

That the Manager of Corporate Communications be directed to begin communications and engagement using the Draft Business Case, attached as Appendix A, to raise awareness and support resident understanding of a City-owned Municipal Services Corporation (MSC), including its purpose, potential benefits, and implications for local service delivery.

Carried

17.2 Licensed Childcare Operational Agreement - YMCA, 2026-89

C-25- 109

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

That the Recreation and Tourism Department Report 2026-89 be received; and

That the licence agreement with YMCA of Niagara for the operation of the childcare facility at 76 Main Street West, attached hereto as Appendix A, be approved.

Carried

17.3 Niagara Transit Expansion and Service Updates, 2026-87

Bryan Boles, Chief Administrative Officer, provided an overview of report 2026-87 to Council.

C-25- 110

Moved by Councillor M. Aquilina
Seconded by Councillor D. Elliott

That Planning and Development Department Report 2026-87 be received; and

That Council approve the motion, attached hereto as Appendix B; and

That Council recognize transportation as a key social determinant of health and support the advancement of transportation initiatives that improve access to healthcare services as a priority action under the Community Health & Wellness Action Plan, including transit connections to major healthcare institutions within Niagara Region; and

That City staff be directed to continue exploring additional transportation partnerships and service models in addition to Niagara Transit OnDemand that may reduce barriers to healthcare access for Port Colborne residents and report back to Council as opportunities are identified; and

That City staff be directed to explore options for transit service and community connections during the expected Welland Canal bridge closures by the St. Lawrence Seaway Management Corporation during the winter 2026-2027 season and report back to Council, including with Niagara Transit; and

That the City Clerk be directed to forward the approved motion attached hereto as Appendix B, as well as Planning and Development Department Report 2026-87to the Niagara Transit Commission and City of Welland.

Carried

17.4 Interim Control By-law (Planning and Development Department Report 2026-109)

Report 2026-109 was walked onto the floor and a copy is attached. Mayor Steele called a recess at 8:50 p.m. and reconvened the meeting at 9:06 p.m.

C-25- 111

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

That That Planning and Development Department Report 2026-109 be received;

That Council approve an Interim Control By-law attached to this report as Appendix A.

That Council direct staff to initiate a land use study (the Study) for the lands shown in Schedule A that will:

1. Assess the role and function of the study area including:
    a. Its transition from an institutional healthcare use to a potential residential and mixed-use redevelopment; and
    b. Its relationship to surrounding land uses including neighbourhood context and the surrounding urban structure.
2. Examine appropriate land use permissions, built form and intensity including:
    a. Opportunities for residential, mixed-use, community, or other uses;
    b. Constraints or requirements for servicing, access, environmental conditions, or compatibility; and
    c. Connectivity to the broader trail and park network.
3. Identify a preferred land use framework and supporting policy direction for the Study Area including:
    a. Potential amendments to the Official Plan and Zoning By-law, as appropriate; and
    b. Establishing a clear planning framework, including required studies, to guide future redevelopment.
4. Examine the planning structure, land use mix, and intensity for the lands identified on Schedule ‘A’ of Appendix A; and
5. Update the Official Plan and Zoning By-law regulations, as needed, for the lands identified on Schedule ‘A’ of Appendix A;

That Council delegate authority to the Chief Administrative Officer in conjunction with the Chief Financial Officer, the ability to single source or

sole source work for this initiative allowing staff to begin the Study expeditiously;

That Council deem that Section 38 of The Planning Act has been met; and

That Council instruct the City Clerk to prepare the necessary notice adopting the Interim Control By- law, as contained in Appendix A of Report 2026-109.

Carried

17.5 Expansion of the Main Street Community Improvement Plan Area to include Vacant Lot, Neff Street, 2026-86

C-25- 112

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

That Planning and Development Department Report 2026-86 be received; and

That the expansion of the Main Street Community Improvement Plan area to include Vacant Lot, Neff Street as shown in Appendix A attached hereto, be ~~approved~~ **be referred back to staff to obtain further details and comment on the built form proposed for the property and bring forward a report at a future meeting of Council for the expansion's approval.**

Carried

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

That the expansion of the Main Street Community Improvement Plan area to include Vacant Lot, Neff Street as shown in Appendix A attached hereto, **be referred back to staff to obtain further details and comment on the built form proposed for the property and bring forward a report at a future meeting of Council for the expansion's approval.**

Carried

17.7 2026 Asset Management Plan Update, 2026-90

C-25- 113

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

That Public Works Department Report 2026-90 be received.

Carried

17.8 Planning Department Process Improvements, 2026-91

C-25- 114

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

That Planning and Development Department Report 2026-91 be received; and

That Council endorse the implementation of a formalized approach to Developer-led pre-application community meetings, with details to be developed and administered by Staff.

Carried

18. Staff Remarks

Charlotte Madden, City Clerk, encouraged residents to check if they are on the voters list and to register to vote for the 2026 Municipal and School Board Election. She also noted that nomination packages to run for office are available at City Hall for pick-up, and nominations must be filed by appointment. She also noted she attended the annual AMCTO Conference in Huntsville where she attended various workshops, including election planning focused workshops.

Stan Double, Fire Chief, noted Community Safety Day was a success and thanked their sponsor. He also noted they donated 6 bicycles to children through the bike fair. Lastly, he announced that the mandatory compliance to meet level NFPA certification by July 1, 2026, has been achieved by all full-time and volunteer firefighters.

Steve Shypowskyj, Director of Public Works, explained that the watermain relining program is in progress, with several streets already lined; this project is expected to run into the fall and is scheduled to be completed in September. He

also noted there are newly installed signage boards to indicate if bridges are up or down. The Niagara Region will be monitoring traffic patterns on either sides of the bridge to better coordinate the traffic signal timing. Main Street West will be closed on July 7 to conduct repairs on the railway.

Erik Acs, Chief Planner, reminded everyone that there are two open house events coming up for the City's new Official Plan. They are currently working on a draft with a consultant, which they expect to have publicly available in July.

Jessica Beaupre, Deputy Clerk, also noted she attended the AMCTO Conference in Huntsville and attended several workshops that discussed a variety of topics, including the election.

Bryan Boles, Chief Administrative Officer, explained that on July 1, 2026, there will be Canada Day events at HH Knoll Park and Lakeview Park, and the City will have fireworks at 10 p.m. on West Street. He also noted they have the Health and Wellness Action Plan open houses on June 24, 2026, from 2 - 6 p.m. and on June 25, 2026, from 3 - 7 p.m., and there are questionnaires available online. There is also a Water / Wastewater MSC Open House on June 30, 2026, from 2 - 6 p.m. and July 6, 2026, from 3 - 7 p.m. Lastly, he announced that they are working with MPAC on a new property tax, water, and wastewater billing system.

Gary Long, Director of Development & Business Enterprises, noted the City of Port Colborne and CAO were recognized at the FCM conference in Edmonton for the MPAC project and partnership with Niagara Falls and Hamilton.

19. Councillors' Remarks

Councillor Bodner spoke about communicating the ward boundary changes to the public.

Councillor Hoyle explained that he attended the FCM conference in Edmonton from June 4th - June 7th, where he and the director of Public Works spoke with the Green Municipal Fund with a focus on the tree planting opportunities, and met with various federal and provincial stakeholders. He also attended the comedy night event hosted by the Port Colborne Wainfleet Chamber of Commerce.

Councillor Elliott thanked Public Works staff for addressing the lights at the bridges.

Councillor Bruno inquired to Steve Shypowskyj, Director of Public Works, about grass cutting at the cenotaph. He also inquired about power surges in several neighbourhoods in the City.

Councillor Bagu inquired to Steve about the lights at the corner of Clarence Street and Welland Street, and if they could be put back on a timer. He also inquired about how broken tree supports in the parks are being addressed, and he discussed the addition of a path in Sunset Park to increase accessibility. Lastly, he inquired about a Water / Wastewater and Storm Sewer masterplan.

Councillor Aquilina provided an update on the events she recently attended as Deputy Mayor; she attended a Community Connect event, The Niagara Industrial Association Breakfast, the Karis Disability Services Belong - a - Thon event, and she will be attending the Girl Guides awards ceremony. She also inquired to Steve about the Traffic pattern study being done near the bridges, and if the summer traffic would impact that data. Lastly, she inquired if construction across from a business on Please Beach Road will impact parking in that area.

20. By-laws

Mayor Steele and Councillor Beauregard declared conflicts on these items. Councillor Aquilina assumed the role of Chair.

C-25- 115

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

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

- By-law No. 7470/54/26
- By-law No. 7471/55/26

Carried

C-25- 116

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

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

- By-law No. 7466/50/26
- By-law No. 7467/51/26
- By-law No. 7468/52/26
- By-law No. 7469/53/26
- By-law No. 7470/54/26

- By-law No. 7471/55/26
- By-law No. 7472/56/26
- By-law No. 7473/57/26
- By-law No. 7475/59/26
- By-law No. 7474/58/26

Carried

20.1 By-law No. 7466/50/26

20.2 By-law No. 7467/51/26

20.3 By-law No. 7468/52/26

20.4 By-law No. 7469/53/26

20.5 By-law No. 7470/54/26

20.6 By-law No. 7471/55/26

20.7 By-law No. 7472/56/26

20.8 By-law No. 7473/57/26

20.9 By-law No. 7475/59/26

20.10 By-law No. 7474/58/26

21. Procedural Motions

There were no procedural motions.

22. Adjournment

Mayor Steele adjourned the meeting at 10:16 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk

PORT COLBORNE

MAYOR'S REPORT TO COUNCIL

Tuesday, June 23 2026

FCM CONFERENCE

Port Colborne representatives recently attended the 2026 Federation of Canadian Municipalities (FCM) Annual Conference and Trade Show in Edmonton, Alberta, joining municipal leaders from across Canada to discuss collaboration, innovation, and building strong and resilient communities.

Held under the theme **"Building the Future Together,"** this year's conference marked the 125th anniversary of FCM. Throughout the event, delegates participated in sessions focused on housing, infrastructure, economic development, climate resilience, and municipal governance. The insights and ideas shared during the conference will help inform local priorities and support Port Colborne's ongoing efforts to deliver sustainable, responsive, and innovative services for residents. The conference also provided valuable opportunities to build relationships and exchange best practices with communities from across the country.

NIAGARA'S SOUTH COAST

New Indigenous murals have been unveiled across Niagara's South Coast, bringing stories, teachings, and connections to the land and water into our communities.

Created by Indigenous artists Alicia-Lynn Morin, Deb Malcolm, and Kristen Monture, these stunning works can now be found in Wainfleet, Pelham, and Port Colborne. Each

mural reflects a unique perspective, inviting residents and visitors alike to pause, reflect, and learn more about Indigenous histories, cultures, and worldviews.

Unveiled during National Indigenous History Month, these murals are part of a broader initiative to strengthen Indigenous tourism experiences across our destination.

Plan your mural tour and meet the artists at **niagarasouthcoast.com/murals**

JUNE HIGHLIGHTS

June was a busy month here in Port Colborne. Here are a list of the celebrations we recognized this month.

- **Seniors Month** – Celebrated older adults and Port Colborne's commitment as an Age-Friendly Community through programs, services, and partnerships that support active and connected living.
- **Pride Month** – Raised the Pride Flag at City Hall on June 1 and participated in events supporting Niagara's 2SLGBTQI+ communities, reaffirming our commitment to inclusion and diversity.
- **Crossing Guard Appreciation Week** – Recognized the dedicated crossing guards who help keep our children safe each day.
- **Recreation and Parks Month** – Promoted local recreational opportunities, including summer camps, pickleball, tennis, beach volleyball, paddleboard and kayak rentals, and more.
- **National Indigenous History Month** – Honoured the histories, cultures, and contributions of First Nations peoples and highlighted Indigenous authors and stories through the Port Colborne Public Library.

ANNUAL COMMUNITY SAFETY DAY

Thank you to everyone who joined **Port Colborne Fire & Emergency Services** for the Annual Community Safety Day. Families enjoyed a day filled with interactive exhibits,

safety demonstrations, a bike rodeo hosted by the Port Colborne Optimist Club, fire trucks, activities, and complimentary snacks and refreshments.

A special thank you to presenting sponsor **FirstOntario Credit Union** for helping make this free community event possible.

Thank you as well to our community partners, volunteers, and staff who helped bring this event to life. We loved seeing so many residents come together to learn about safety, connect with local emergency services, and enjoy a fun day with family and friends. We hope to see you again next year!

PORT CARES

I was pleased to attend the Port Cares Greenhouse ribbon-cutting ceremony this past Saturday, celebrating another incredible community initiative that will help support local residents. A special thank you to JBL and the Tilling Foundation for their generous support in making this project possible.

This year, Port Cares is marking 40 years of serving our community and to celebrate, they're on a mission to collect 40,000 lbs of food!

From May 1 to June 30, you can help by:

Donating at **portcares.ca** or dropping off food donations at the Reach Out Centre (61 Nickel Street)

COMMUNITY CONCERT SERIES

What a legendary night at H.H. Knoll Lakeview Park this past Friday as Simply Queen kicked off our Community Concert Series, presented by **Asahi Kasei Battery Separator Canada**. Canada's premier Queen tribute band delivered an electrifying performance packed with iconic hits and all the energy and showmanship fans know and love. From start to finish, the crowd was singing and rocking along to the timeless music of Queen! There are five more community concerts this year:

Fiddlestix – July 3

Yacht Rock Show – July 17

Pop Hits Live – August 14

The Caverners – August 28

Petty Nicks – September 11
Remember, our community concerts are free with a non-perishable food or cash donation in support of **Port Cares**. Thanks to your generosity, we collected an incredible 820 lbs of food last Friday to help support local individuals and families in need!

CANAL DAYS

Members of the media, sponsors and community partners gathered at the Vale Health & Wellness Centre last Thursday morning as the City of Port Colborne unveiled the musical lineup and festival details for the 2026 Canal Days Marine Heritage Festival, presented by GIO Rail. From Friday, July 31 to Monday, August 3 the 48th annual Canal Days festival returns for a Civic Holiday long weekend filled with live music, family-friendly entertainment, spectacular fireworks, great food, and more.

This year's mainstage will be located at H.H. Knoll Lakeview Park on Friday, July 31 and Saturday, August 1, featuring two nights of live Canadian music and entertainment. The City is proud to unveil the following performers for 2026:

Friday, July 31 – Featuring **Big Wreck** with **JJ Wilde** and **Bleeker**, presented by **97.7 HTZ-FM** Saturday, August 1 – Featuring the **The Strumbellas** with **Bedouin Soundclash**, and **Street Pharmacy** presented by **Dream 105.7** For more information on Canal Days, visit **www.canaldays.ca.**

FISHING DERBY

It was great to see so many families come together yesterday for the annual Father's Day Fishing Derby at H.H. Knoll Lakeview Park. Hosted by the **Port Colborne Optimist Club**, this year's event welcomed more than 250 children for a fun-filled day of fishing, laughter, and making memories with family and friends.
I was pleased to join in the celebrations and present awards to several of the day's lucky anglers for their big catches, adding to the excitement of a fantastic community event. A special thank you to the Niagara Regional Police Service, POCOMAR, Fisheries and Oceans Canada, and the Port Colborne Lions Club for their support, as well as the many sponsors whose generosity helps make this beloved community event

possible year after year. What a wonderful way to celebrate Father’s Day and enjoy the outdoors
in Port Colborne!

THIS CONCLUDES MY REPORT FOR THIS EVENING

PORT COLBORNE

Subject: Interim Control By-law Port Colborne General Hospital

To: Council

From: Planning and Development

Report Number: 2026-109

Meeting Date: June 23, 2026

Recommendation:

That Planning and Development Department Report 2026-109 be received;

That Council approve an Interim Control By-law attached to this report as Appendix A.

That Council direct staff to initiate a land use study (the Study) for the lands shown in Schedule A that will:

1. Assess the role and function of the study area including:
    a. Its transition from an institutional healthcare use to a potential residential and mixed-use redevelopment; and
    b. Its relationship to surrounding land uses including neighbourhood context and the surrounding urban structure.

2. Examine appropriate land use permissions, built form and intensity including:
    a. Opportunities for residential, mixed-use, community, or other uses;
    b. Constraints or requirements for servicing, access, environmental conditions, or compatibility; and
    c. Connectivity to the broader trail and park network.

3. Identify a preferred land use framework and supporting policy direction for the Study Area including:
    a. Potential amendments to the Official Plan and Zoning By-law, as appropriate; and
    b. Establishing a clear planning framework, including required studies, to guide future redevelopment.

4. Examine the planning structure, land use mix, and intensity for the lands identified on Schedule ‘A’ of Appendix A; and

5. Update the Official Plan and Zoning By-law regulations, as needed, for

the lands identified on Schedule ‘A’ of Appendix A;

That Council delegate authority to the Chief Administrative Officer in conjunction with the Chief Financial Officer, the ability to single source or sole source work for this initiative allowing staff to begin the Study expeditiously;

That Council deem that Section 38 of The Planning Act has been met; and

That Council instruct the City Clerk to prepare the necessary notice adopting the Interim Control By- law, as contained in Appendix A of Report 2026-109.

Purpose:

The purpose of this report is to recommend an interim control by-law to restrict new development on the lands identified on Schedule 'A' of Appendix A for a period of one year pending the completion of a land use study.

The need for an interim control by-law is due to identified concerns with the future use and redevelopment of the Port Colborne General Hospital site after Niagara Health transitions services to the Welland Hospital site in 2028. The interim control by-law will allow the City the opportunity to complete a land use study as outlined in the Recommendation section of this report.

An interim control by-law would ensure that there is an appropriate framework in place to guide the redevelopment of the Study Area.

Background:

An Interim Control By-law (ICBL) is a temporary planning tool that restricts or limits development on specific lands while a municipality undertakes a review or study of its land use policies. This restriction can be implemented for up to one year, with the option to extend it for an additional year, for a maximum total of two years. Under the Planning Act, there is no right of appeal when an ICBL is initially enacted; however, any extension into the second year may be subject to appeal.

ICBLs are a unique tool available to municipalities that provide an opportunity to pause development that could conflict with future policy directions. They are particularly useful to proactively balance growth pressures, land use compatibility, and emerging planning challenges allowing time for proper analysis and the development of appropriate planning policies and regulatory measures.

Discussion:

The Port Colborne General Hospital was originally constructed in the early 1950s and operated for many years as a full-service community hospital serving the local population. In more recent years, the facility has transitioned to a role as a Complex and Urgent Care Centre operated by Niagara Health.

Both Council and the community are aware that Niagara Health is winding down operations at the Port Colborne site in 2028. In recognition of this planned transition, City staff are actively working with local partners and healthcare stakeholders to explore potential service delivery models that would support the continuation of healthcare access within Port Colborne. Given the potential for changes to the role and function of the existing hospital site over time, it is appropriate for the City to proactively review the applicable land use framework to ensure future decisions are guided by clear planning principles and both community & municipal objectives.

As these discussions progress, there remain a number of considerations regarding the long-term role of the existing hospital property and its relationship to the surrounding neighbourhood. While no formal decisions have been made regarding future building or land use, the planned transition creates uncertainty regarding how the property may be used, adapted, or redeveloped in the future.

Given these circumstances, there are a number of unknowns associated with the site that warrant careful and proactive consideration. These include land use compatibility, servicing capacity, neighbourhood context, and alignment with broader municipal planning objectives. Addressing these uncertainties requires a comprehensive review of the site within its wider planning and policy context.

At present, there is no established planning framework to guide the future use of the hospital property. An ICBL provides the City with the ability to temporarily restrict development while this necessary analysis is undertaken, ensuring that any future proposals are informed, coordinated, and consistent with long-term policy objectives.

Given the strategic importance of the site and the potential implications of its redevelopment, it is both prudent and necessary for the City to undertake a detailed study of the area before permitting significant land use changes.

Staff recognize that, during the ICBL period, the existing building will continue to operate as a Complex and Urgent Care Centre. For clarity, should a building permit or other approval be required to support the continued operation, maintenance, or minor alteration of the site, staff are supportive of processing such approvals, provided they do not conflict with the intent of the Interim Control By-law.

Internal Consultations:

Staff have had preliminary discussions with the CAO's Office, including the Senior Health Advisor. Should Council approve this ICBL, staff will engage further departments in the development of the required land use study.

Financial Implications:

There is a cost associated with the development of the required land use study. Staff need to gain a better understanding of what work has been previously completed that can be utilized to inform the background research of the land use study. There is potential that the required study can be completed in house, or in collaboration with a qualified consultant or contract staff position.

Public Engagement:

Public engagement is expected to form a component of the work plan for the required study.

Further to this, any planning amendments required to implement the recommendations of the land use study would be undertake in accordance with the Planning Act, including requirements for public meetings.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community
- Economic Prosperity

Conclusion:

Staff are proactively working to ensure best case outcomes, for the future of the hospital site, and believe that the ICBL will provide an opportunity for a meaningful time-bound study and outputs, aligned with the City's planning objectives.

Appendices:

a. Interim Control By-law

Respectfully submitted,

Erik Acs, MCIP, RPP
Chief Planner
905-228-8117
Erik.acs@portcolborne.ca

Report Approval:

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

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

An Interim Control By-law for The Corporation of the City of Port Colborne under Section 38 of the Planning Act, R.S.O. 1990, c.P. 13, as amended
(Planning and Development Report 2026-109)

WHEREAS Section 38 of the Planning Act, R.S.O. 1990, c. P. 13, as amended, authorizes the council of a municipality to pass an interim control by-law where the council has directed that a review or study be undertaken in respect of land use planning policies in the municipality, or in any defined area or areas thereof; and;

WHEREAS on June 23, 2026, the Council of the Corporation of the City of Port Colborne passed the following resolutions:

That Planning and Development Department Report 2026-109 be received;

That Council approve an Interim Control By-law attached to this report as Appendix A.

That Council direct the Chief Planner to immediately initiate and complete a land use study for the Port Colborne General Hospital site, as identified on Schedule 'A' of Appendix A;

That Council direct staff to initiate a land use study (the Study) for the lands shown in Schedule A that will:

1. Assess the role and function of the study area including:
    a. Its transition from an institutional healthcare use to a potential residential and mixed-use redevelopment; and
    b. Its relationship to surrounding land uses including neighbourhood context and the surrounding urban structure.

2. Examine appropriate land use permissions, built form and intensity including:
    a. Opportunities for residential, mixed-use, community, or other uses;
    b. Constraints or requirements for servicing, access, environmental conditions, or compatibility; and
    c. Connectivity to the broader trail and park network.

3. Identify a preferred land use framework and supporting policy direction for the Study Area including:
    a. Potential amendments to the Official Plan and Zoning By-law, as appropriate; and
    b. Establishing a clear planning framework, including required studies, to guide future redevelopment.

4. Examine the planning structure, land use mix, and intensity for the lands identified on Schedule 'A' of Appendix A; and

5. Update the Official Plan and Zoning By-law regulations, as needed, for the lands identified on Schedule 'A' of Appendix A; and

That Council delegate authority to the Chief Administrative Officer in conjunction with the Chief Financial Officer, the ability to single source or sole source work for this initiative allowing staff to begin the Study expeditiously.

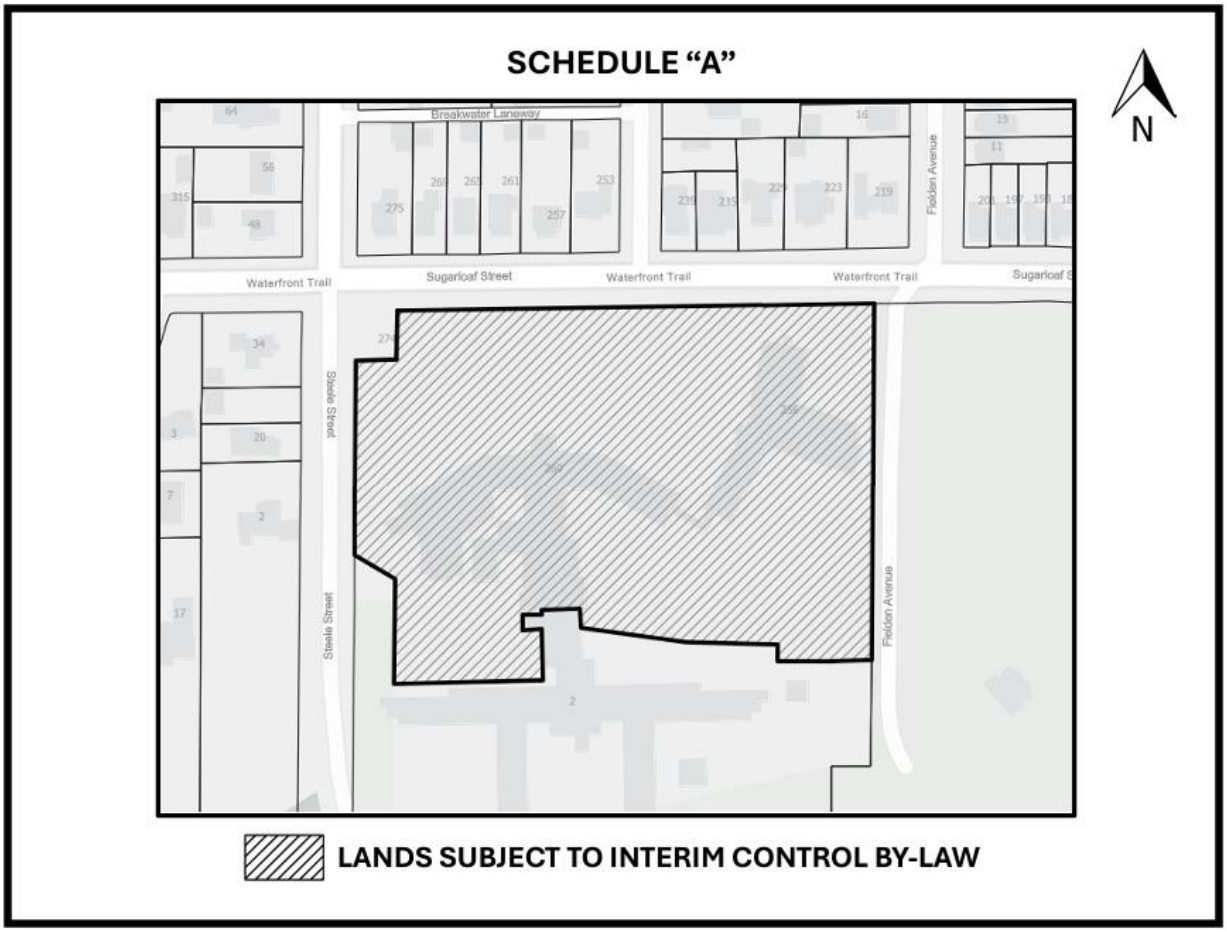
This by-law shall come into force and take effect immediately upon its passing by Council and shall be in effect for a period of one year from the date of passage of this By-law, or until such time that the Study is completed to the satisfaction of the City Council, unless this By-law is otherwise extended in accordance with the provision of the Planning Act, R.S.O., 1990, c.P.13, as amended; and

The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this By-law, in accordance with the Planning Act, R.S.O., 1990, c.P.13, as amended.

Enacted and passed this 23rd day of June, 2026.

_____
William C. Steele, Mayor

_____
Charlotte Madden, City Clerk


SCHEDULE "A"
N
Breakwater Laneway
Waterfront Trail
Sugarloaf Street
Waterfront Trail
Waterfront Trail
Fielden Avenue
Steele Street
Steele Street
Fielden Avenue
LANDS SUBJECT TO INTERIM CONTROL BY-LAW

PORT COLBORNE

Subject: **Community Engagement on the Development of Port Colborne's New Municipal Website**

To: **Council**

From: **Communications Department**

Report Number: 2026-110

Meeting Date: July 14, 2026

Recommendation:

That Communications Department Report 2026-110 be received.

Purpose:

This report provides Council with an update on the City of Port Colborne's new municipal website project, including the selection of Upanup as the City's new website vendor, the planned fall 2026 launch of the new website, and the work undertaken to support the planning and development of the new website.

It also provides Council with a summary of public engagement activities and feedback collected between April 13 and May 1, 2026, regarding the development of the City of Port Colborne's new municipal website, including input from the public and advisory committees.

Background:

As Council approved during the 2026 budget process, staff are currently moving forward with the development of a new municipal website, to launch in the fall of 2026. The platform the City currently uses to manage website content requires replacement because it is nearing the end of its life and will be retired at the end of 2026.

Earlier this year, staff began planning for a new website solution that would support continued service delivery, improve usability for residents and visitors, and ensure the City's online content remains accessible and sustainable into the future. Following a

procurement process that received 26 submissions and was completed in early February 2026, Upanup was selected as the City's new municipal website provider.

City staff conducted community engagement regarding the development of the new municipal website in April 2026. The engagement efforts were aimed at gathering feedback from the community through an online and paper-based survey and focus group discussions with advisory groups. The discussions and survey were designed to gather feedback on the proposed new ~~municipal~~ website, including navigation, content priorities, accessibility needs, and overall user experience.

In addition to the website redevelopment project, staff are also working to launch an enhanced email subscription program through a platform called Cyberimpact. The platform will allow residents to sign up for a bi-weekly City newsletter as well as targeted email-based updates on news, events, emergency notifications, and other municipal information from the City.

This report provides a summary of the community engagement activities and feedback received from the public between April 13 and May 1, 2026. The detailed results and findings from the survey are attached in Appendix A of this report.

Discussion:

Public engagement activities related to the development of Port Colborne's new municipal website launched on April 13, 2026 and concluded on May 1, 2026.

Quick stats about the engagement activities to date:

- 79 surveys were completed (69 online and 10 paper)
- 43 open-ended responses were received across the survey's two comment questions
- Average time to complete the survey: 5 minutes (online survey)

Detailed results from the survey and a summary of feedback collected are available in Appendix A of this report.

Survey respondents represented a broad mix of age groups, with the largest age group between 50 and 69 years of age at 37.97%, followed by those between 30 and 49 years of age at 32.91% and those 70 years of age and older at 17.72%.

Most respondents identified as full-time residents of Port Colborne (81.01%), while others identified as people who work in Port Colborne (20.25%), seasonal residents (2.53%), business owners (3.8%), or individuals with other meaningful ties to the community (12.66%).

Survey results show that the City of Port Colborne's website is accessed across a range of devices, with desktop or laptop computers and mobile phones each accounting for 46.84% of respondents, and tablets accounting for 5.06%. A number of respondents also noted accessibility-related preferences, including the use of clear and simple language (31.17%), larger text or zoom features (15.58%), and keyboard navigation (9.09%).

Respondents primarily use the City's website to access news and upcoming events, look up information about programs or events, browse for general information, and read Council or committee information. The most important homepage features identified by respondents were news releases and public notices at 64.56%, events or an event calendar at 62.03%, Council or committee information at 35.44%, contact information at 29.11%, and online services at 21.52%.

The survey results also indicate that while many users are generally able to find information on the City's website, doing so is not always easy. A total of 32.47% of respondents said they were able to find what they were looking for easily, while 53.25% said they were able to find it but that it took some time. A further 10.39% said they had difficulty finding what they were looking for, and 3.90% said they could not find it at all. In addition, 57.33% of respondents said they were somewhat confident that information on the website is accurate and up to date, 18.67% indicated they were very confident, while 16% indicated they were either not very confident or not confident at all.

When unable to locate the information they need online, some respondents rely on City staff to provide them with information directly. Specifically, 23.08% of respondents said they had called City Hall, 12.82% said they had emailed staff, and 6.41% said they had visited City Hall in person.

When it came to priorities for the City's new website, respondents emphasized making information easier to find at 29.87%, followed by simplifying the layout and menus at 25.97%, and improving the search function at 11.69%.

Open-ended responses provided additional context on how the website could better meet user needs. Responses highlighted interest in an interactive zoning map, a separate newsroom, an improved mayor and Council section, and a more intuitive search function. Feedback included both positive comments about the website being user friendly and suggestions for improvement, including comments that information should be easier to search and access.

Advisory committee engagement was also undertaken as part of the public consultation process. Sessions with the Mayor's Youth Advisory Committee and the Seniors Advisory Committee in April 2026 provided targeted feedback from two key user groups. Feedback from both sessions reinforced the broader survey findings, particularly the

importance of accessibility, simplified navigation, and ensuring key information is easy to locate within minimal steps.

The Seniors Advisory Committee specifically emphasized the importance of clear navigation, reduced text density, and prominent access to key information such as City events, recreation opportunities, and community services. Members noted that they often access the website using phones or iPads and preferred prominent homepage pathways that reduce the need for searching and guide users directly to frequently used content.

The Mayor's Youth Advisory Committee emphasized mobile usability, clear visual layout, and the importance of timely updates and interactive features. Members noted that they primarily access websites using phones or laptops and wanted a website that performs well across devices and keeps information easy to access and straightforward to navigate.

Overall, committee feedback closely aligned with the broader survey results, reinforcing the need for a simple, accessible website that makes it easier for users to find information quickly.

The feedback received through the survey and advisory committee consultations will help inform the next phase of the website redevelopment project. Key themes identified through engagement – including easier navigation, improved search functionality, enhanced accessibility, stronger mobile performance, and better access to frequently used information and services – will be considered and incorporated into the redesign wherever feasible. The project will continue to be guided by established best principles focused on accessibility, plain language, user experience, content quality, and long-term sustainability.

Internal Consultations:

Internal consultation has been a key component of the website redevelopment project to date. A cross-departmental Website Redesign Working Group has been established with representatives from across the organization to ensure the new website reflects the needs of both residents and staff. Working group members serve as departmental leads throughout the project, providing input on service delivery, content requirements, site navigation, design, and functionality. The group is also supporting the review and migration of content, identifying outdated information and content gaps, and helping ensure the final website is user-friendly, accessible, and aligned with corporate priorities. Regular meetings and review sessions will continue throughout the project to support content development, decision-making, and implementation.

Financial Implications:

This report is focused primarily on the public engagement activities related to the development of Port Colborne's new municipal website. All costs related to the public engagement activities and the development of Port Colborne's new municipal website are captured in the 2026 budget and followed the City's procurement policy.

~~Public Engagement:~~

~~This report provides an overview and summary of the public engagement process for the development of Port Colborne's new municipal website, which was conducted between April 13 and May 1, 2026.~~

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community

Conclusion:

Based on the feedback received through the public engagement process, residents demonstrated strong interest in improving accessibility, navigation, and overall usability of the City's website.

To address this feedback, staff will incorporate the findings of the engagement process into the design and development of the new ~~municipal~~ website, ensuring a focus on simplified navigation, improved search functionality, and enhanced access to high-priority information.

In addition, staff will advance the implementation of Cyberimpact as the City's primary digital subscription and communications tool, helping to expand the City's reach and improve direct communication with residents

Appendices:

a. Public Engagement Results – City of Port Colborne New Municipal Website

Respectfully submitted,

Jasmine Peazel-Graham
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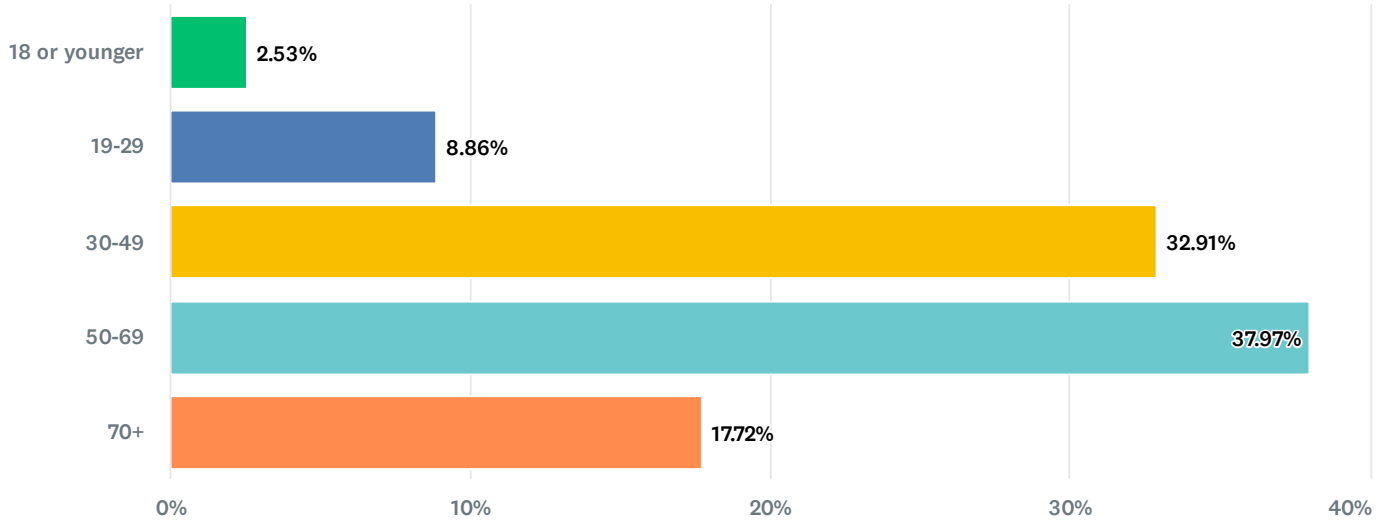
Jasmine.Peazel-Graham@portcolborne.ca

Report Approval:

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

Q1 79 responses

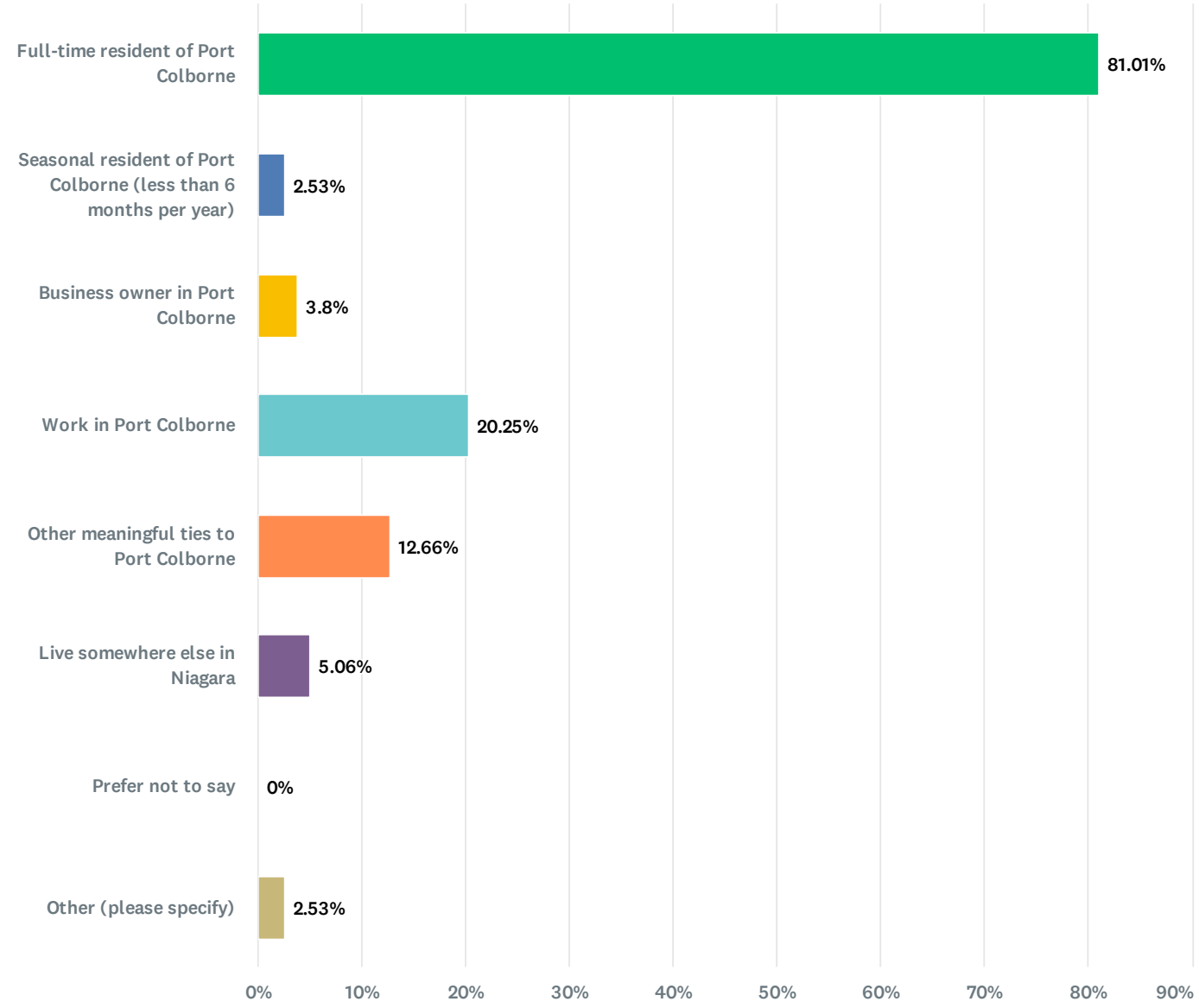
Please select your age range (select one)



Answer Choices	Percentage	Responses
18 or younger	2.53%	2
19-29	8.86%	7
30-49	32.91%	26
50-69	37.97%	30
70+	17.72%	14
Total		**79**

Q2 79 responses

What is your connection to Port Colborne? (select all that apply)



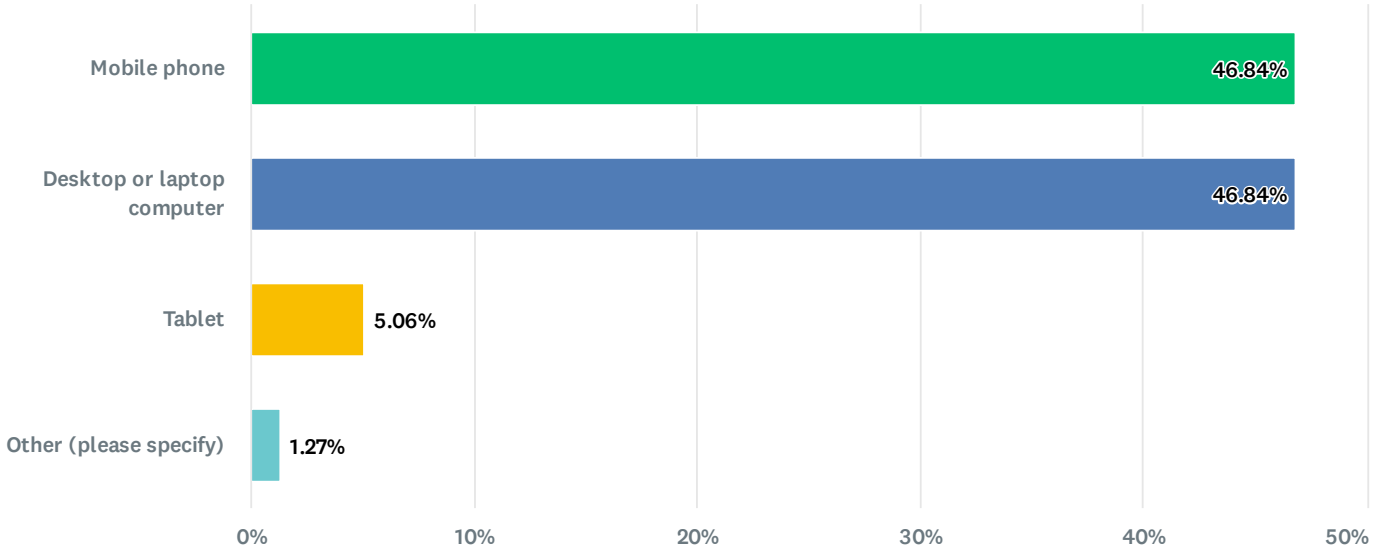
Answer Choices	Percentage	Responses
Full-time resident of Port Colborne	81.01%	64
Seasonal resident of Port Colborne (less than 6 months per year)	2.53%	2
Business owner in Port Colborne	3.80%	3
Work in Port Colborne	20.25%	16
Total		**101**

Answer Choices	Percentage	Responses
Other meaningful ties to Port Colborne	12.66%	10
Live somewhere else in Niagara	5.06%	4
Prefer not to say	0%	0
Other (please specify)	2.53%	2
Total		**101**

#	OTHER (PLEASE SPECIFY)	DATE
1	83 RETIRED BMO . MOVE HERE 2006	4/20/2026 8:30 AM
2	Checking the career opportunity page	4/15/2026 9:31 AM

Q3 79 responses

What type of device do you usually use to access the City of Port Colborne’s website? (select one)

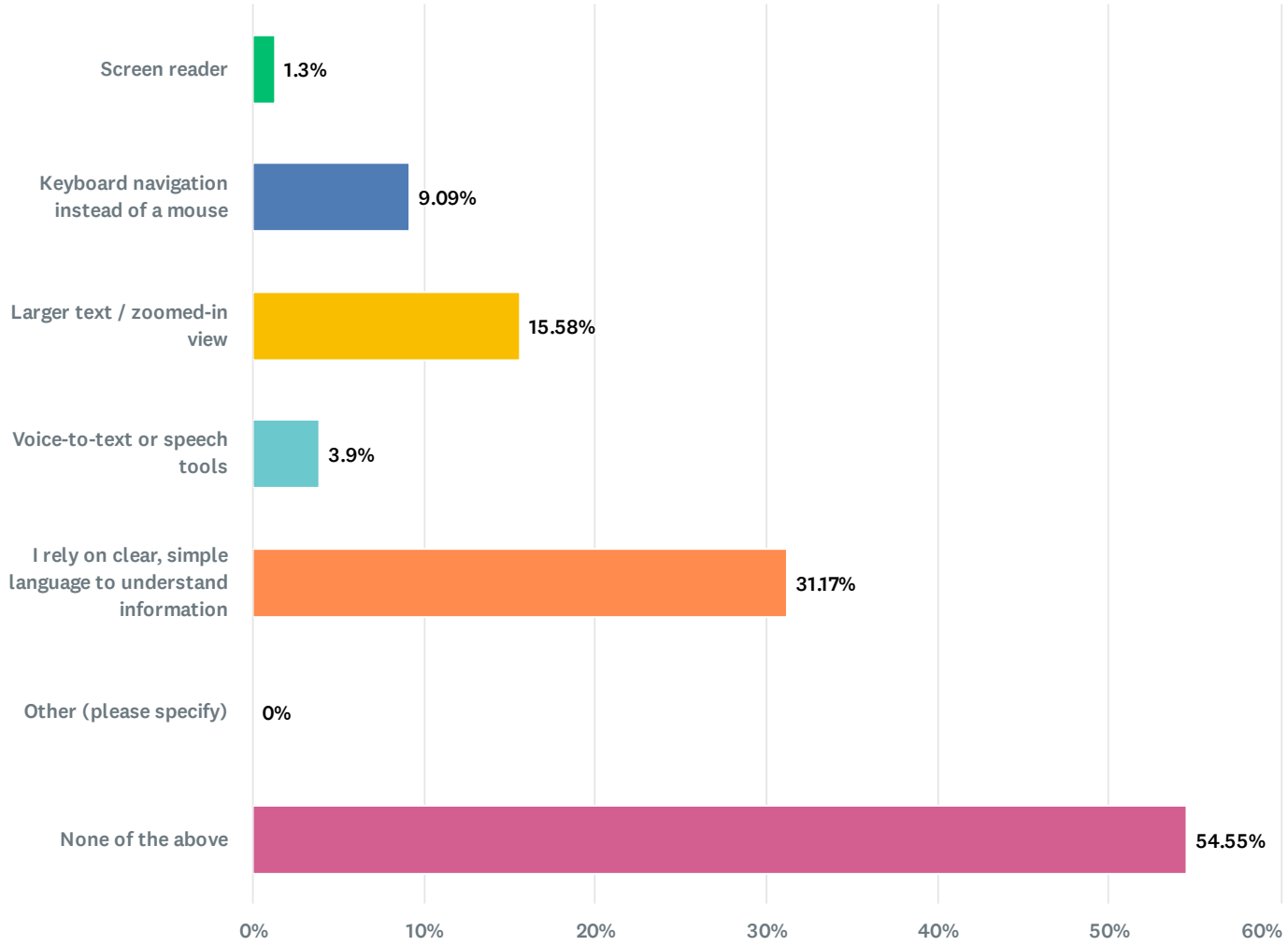


Answer Choices	Percentage	Responses
Mobile phone	46.84%	37
Desktop or laptop computer	46.84%	37
Tablet	5.06%	4
Other (please specify)	1.27%	1
Total		**79**

#	OTHER (PLEASE SPECIFY)	DATE
1	All of the above	6/15/2026 2:26 PM

Q4 77 responses

Do you use any of the following when browsing websites? (select all that apply)



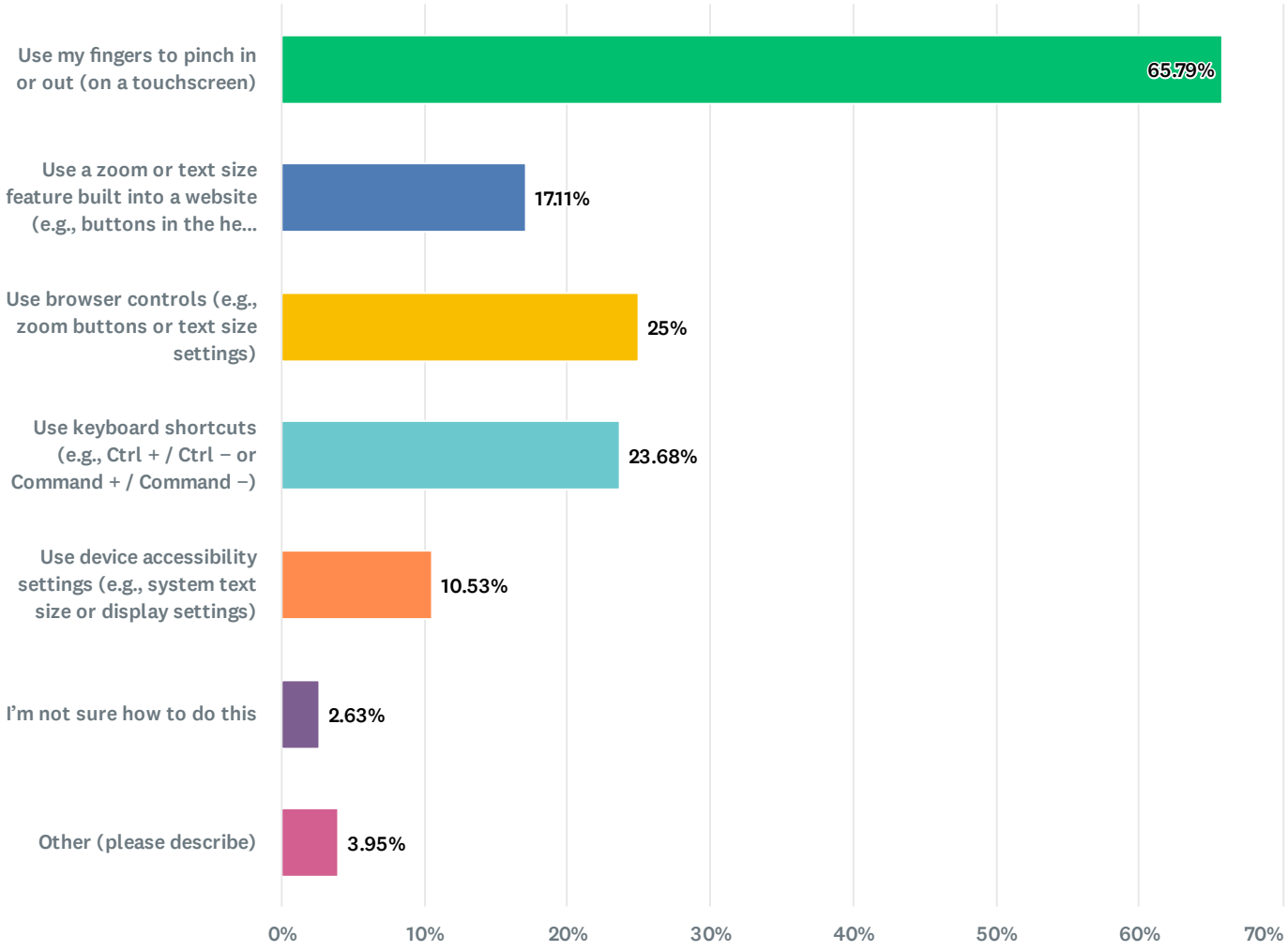
Answer Choices	Percentage	Responses
Screen reader	1.30%	1
Keyboard navigation instead of a mouse	9.09%	7
Larger text / zoomed-in view	15.58%	12
Voice-to-text or speech tools	3.90%	3
I rely on clear, simple language to understand information	31.17%	24
Other (please specify)	0%	0
Total		**89**

Answer Choices	Percentage	Responses
None of the above	54.55%	42
Total		**89**

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q5 76 responses

If you wanted to make content on your screen larger or smaller, how would you do it? (select all that apply)



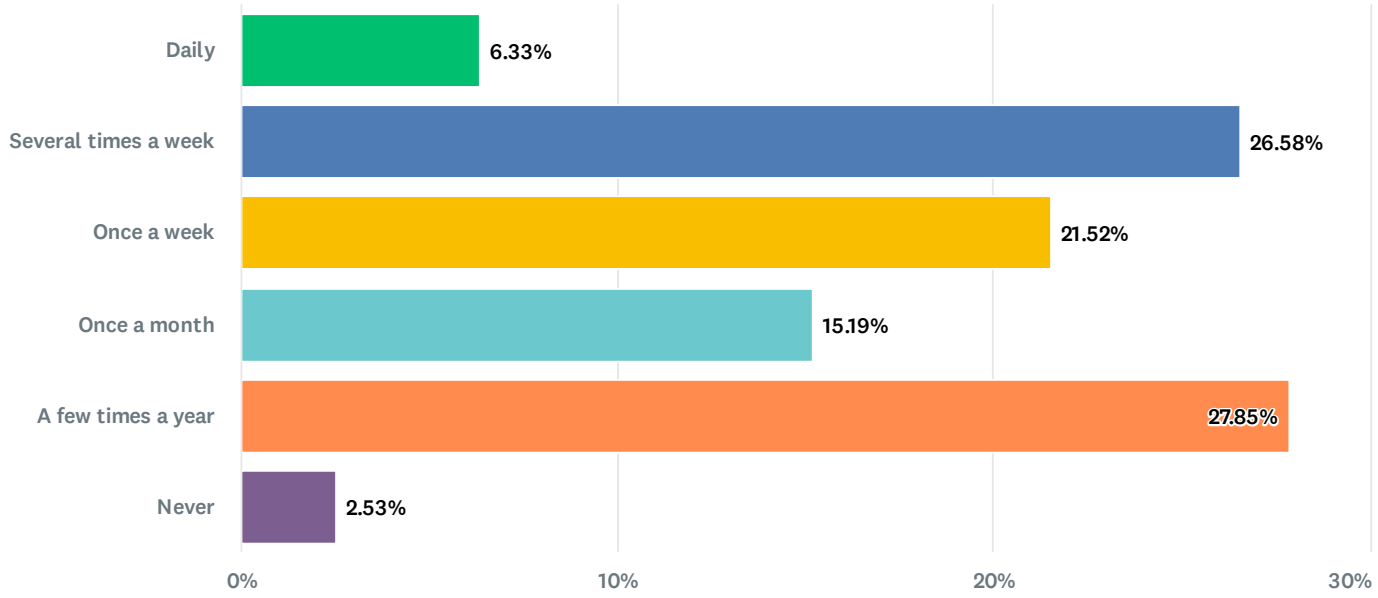
Answer Choices	Percentage	Responses
Use my fingers to pinch in or out (on a touchscreen)	65.79%	50
Use a zoom or text size feature built into a website (e.g., buttons in the header)	17.11%	13
Use browser controls (e.g., zoom buttons or text size settings)	25.00%	19
Use keyboard shortcuts (e.g., Ctrl + / Ctrl – or Command + / Command –)	23.68%	18
Use device accessibility settings (e.g., system text size or display settings)	10.53%	8
Total		**113**

Answer Choices	Percentage	Responses
I’m not sure how to do this	2.63%	2
Other (please describe)	3.95%	3
Total		**113**

#	OTHER (PLEASE DESCRIBE)	DATE
1	Ctrl + Mouse Scroll Wheel	6/15/2026 2:23 PM
2	i am only used to a desk top computer and I google everything	4/20/2026 8:30 AM
3	Ctrl+scroll	4/18/2026 12:12 PM

Q6 79 responses

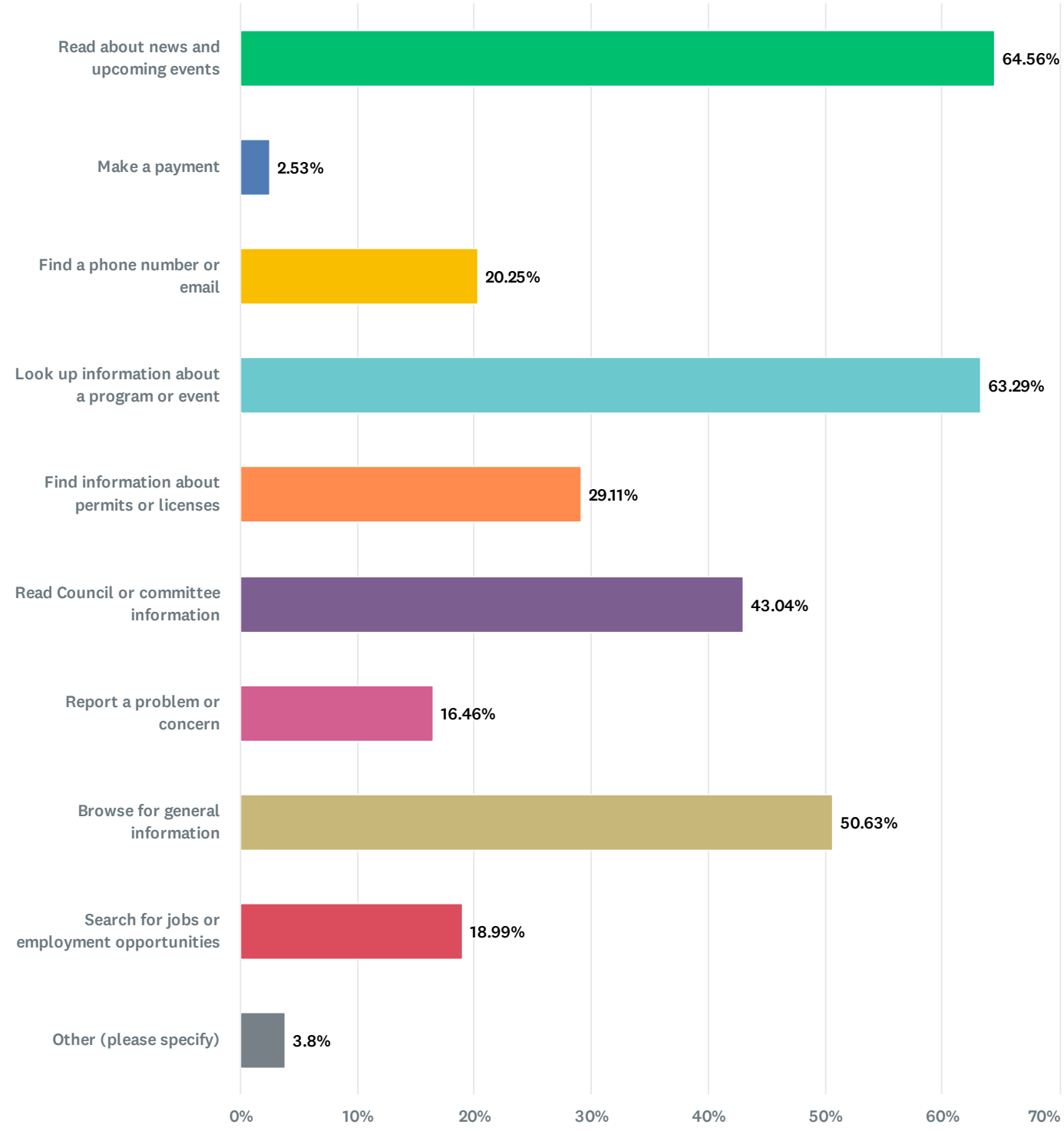
How often do you access Port Colborne's website? (select one)



Answer Choices	Percentage	Responses
Daily	6.33%	5
Several times a week	26.58%	21
Once a week	21.52%	17
Once a month	15.19%	12
A few times a year	27.85%	22
Never	2.53%	2
Total		**79**

Q7 79 responses

Why do you primarily use the City's website? (select all that apply)



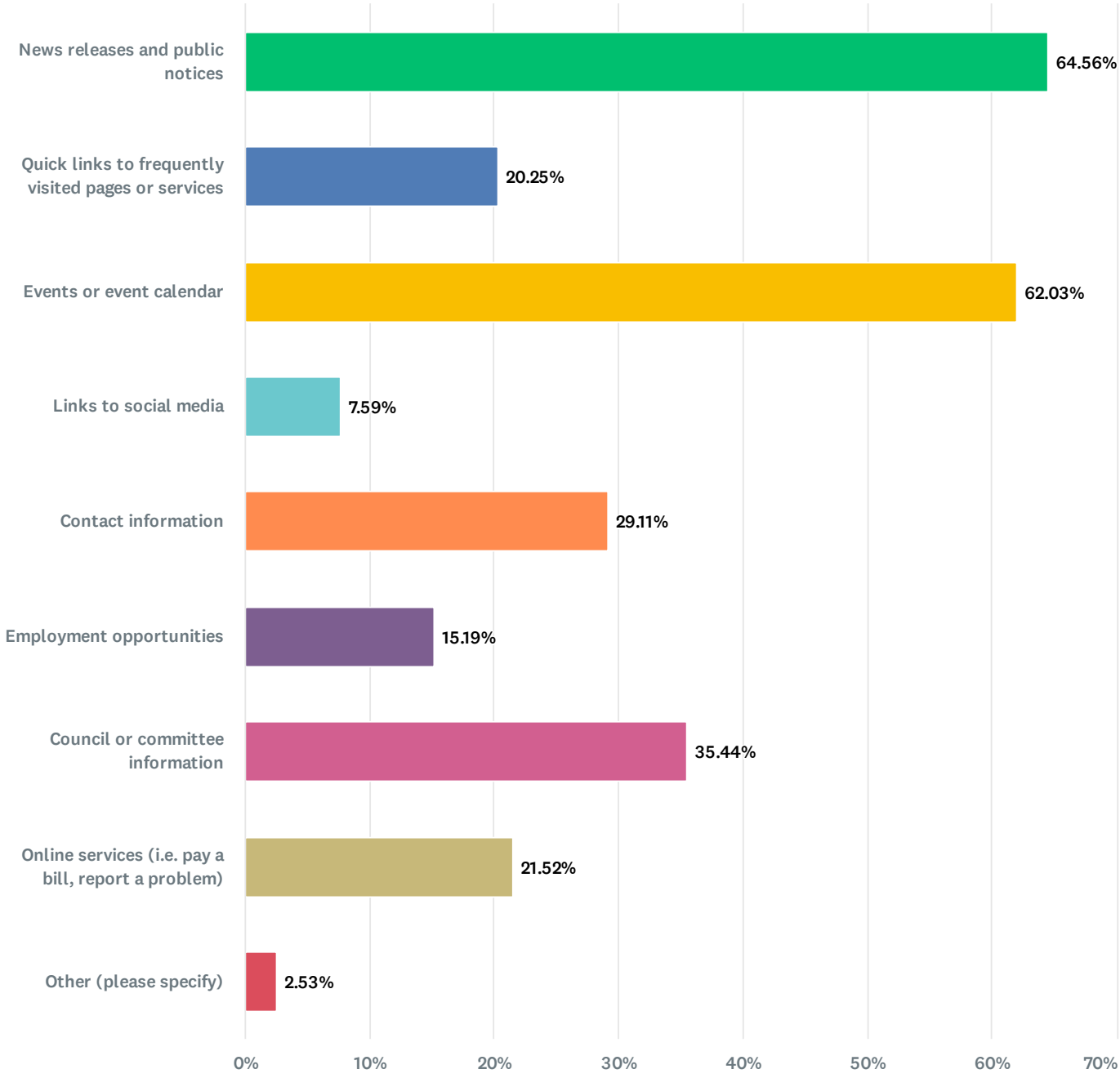
Answer Choices	Percentage	Responses
Total		247

Answer Choices	Percentage	Responses
Read about news and upcoming events	64.56%	51
Make a payment	2.53%	2
Find a phone number or email	20.25%	16
Look up information about a program or event	63.29%	50
Find information about permits or licenses	29.11%	23
Read Council or committee information	43.04%	34
Report a problem or concern	16.46%	13
Browse for general information	50.63%	40
Search for jobs or employment opportunities	18.99%	15
Other (please specify)	3.80%	3
Total		**247**

#	OTHER (PLEASE SPECIFY)	DATE
1	None of the above	6/15/2026 2:21 PM
2	Library website	4/14/2026 6:37 AM
3	Cruise Ship schedule	4/13/2026 4:29 PM

Q8 79 responses

Which features are most important to you on the City of Port Colborne's website homepage? (select up to three)



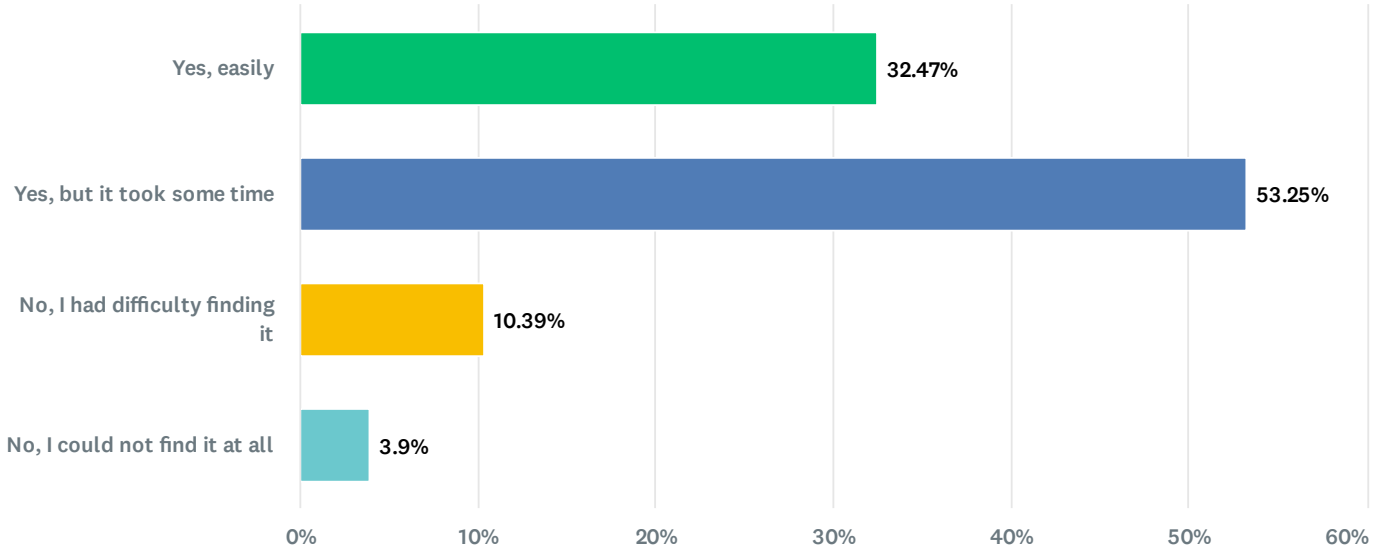
Answer Choices	Percentage	Responses
News releases and public notices	64.56%	51
Total		**204**

Answer Choices	Percentage	Responses
Quick links to frequently visited pages or services	20.25%	16
Events or event calendar	62.03%	49
Links to social media	7.59%	6
Contact information	29.11%	23
Employment opportunities	15.19%	12
Council or committee information	35.44%	28
Online services (i.e. pay a bill, report a problem)	21.52%	17
Other (please specify)	2.53%	2
Total		**204**

#	OTHER (PLEASE SPECIFY)	DATE
1	None of the above	6/15/2026 2:21 PM
2	Emergency information or road closures	4/24/2026 2:48 PM

Q9 77 responses

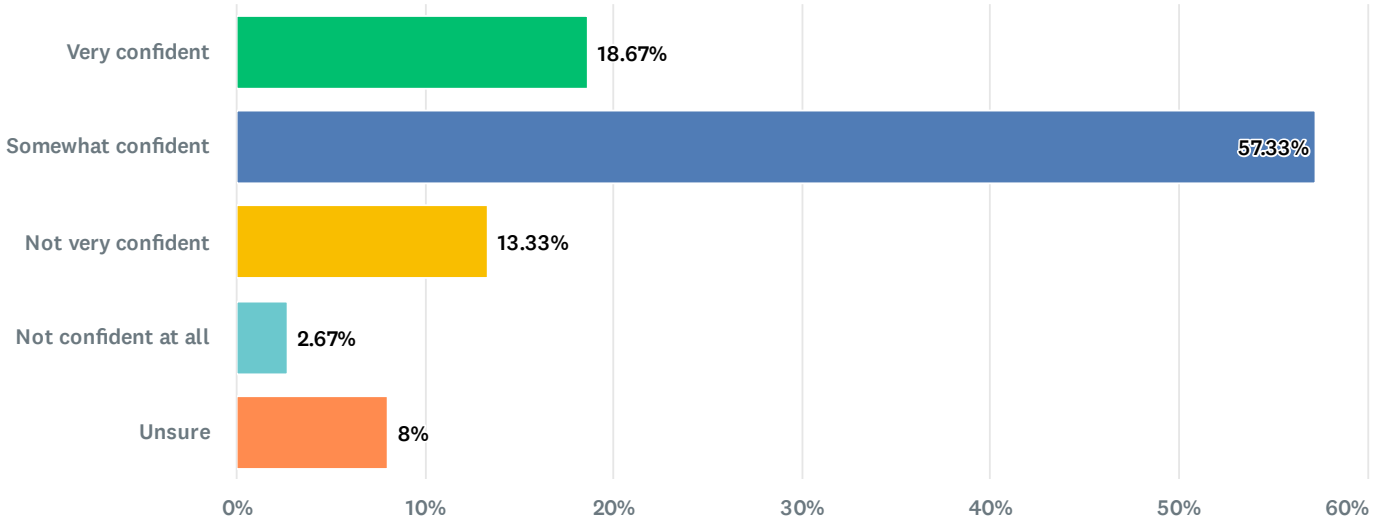
The last time you visited Port Colborne's website, were you able to find what you were looking for? (select one)



Answer Choices	Percentage	Responses
Yes, easily	32.47%	25
Yes, but it took some time	53.25%	41
No, I had difficulty finding it	10.39%	8
No, I could not find it at all	3.90%	3
Total		**77**

Q10 75 responses

How confident are you that information on the website is accurate and up to date? (select one)

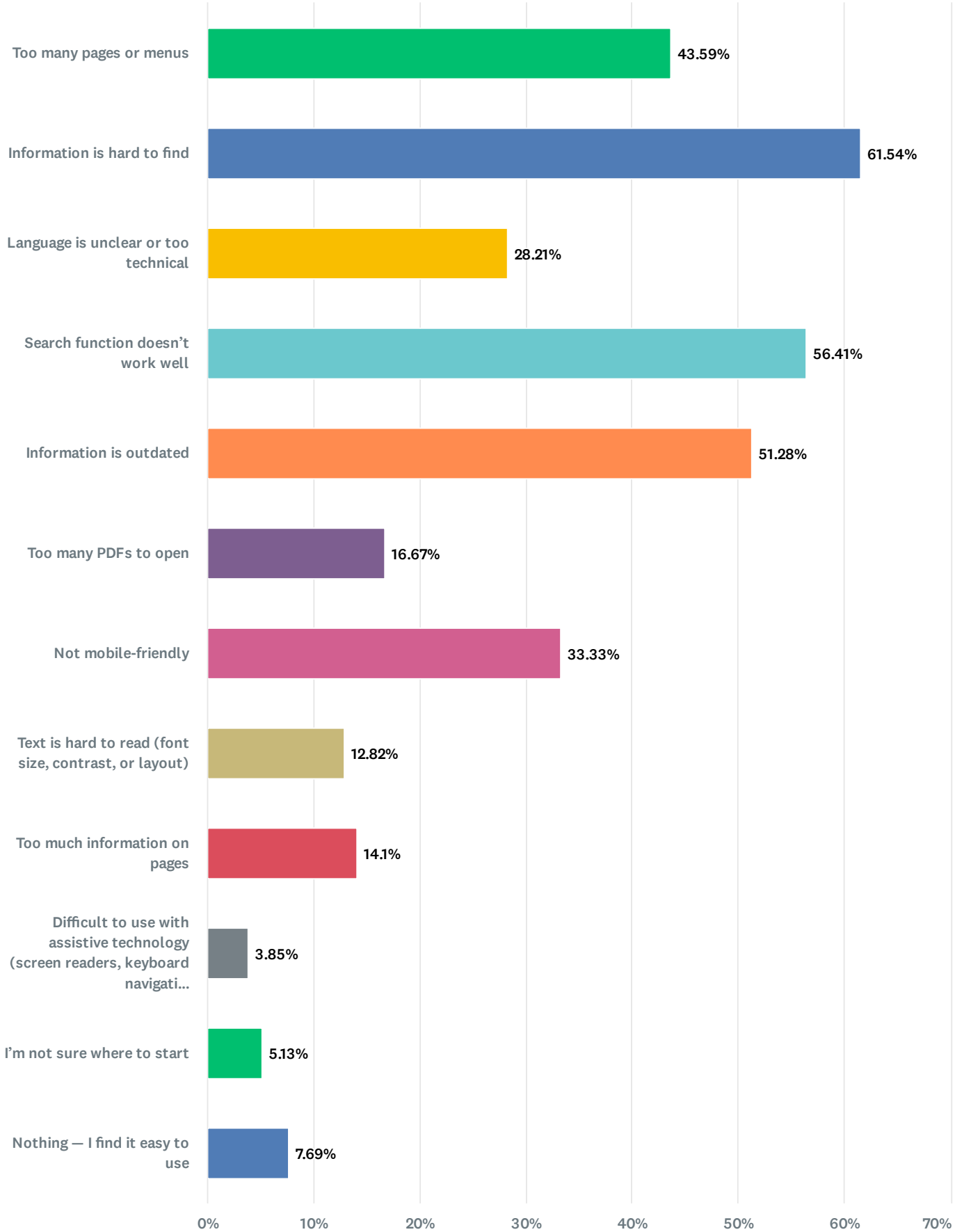


Answer Choices	Percentage	Responses
Very confident	18.67%	14
Somewhat confident	57.33%	43
Not very confident	13.33%	10
Not confident at all	2.67%	2
Unsure	8.00%	6
Total		**75**

Q11 78 responses

What do you believe makes a website difficult to use or navigate? (select all that apply)

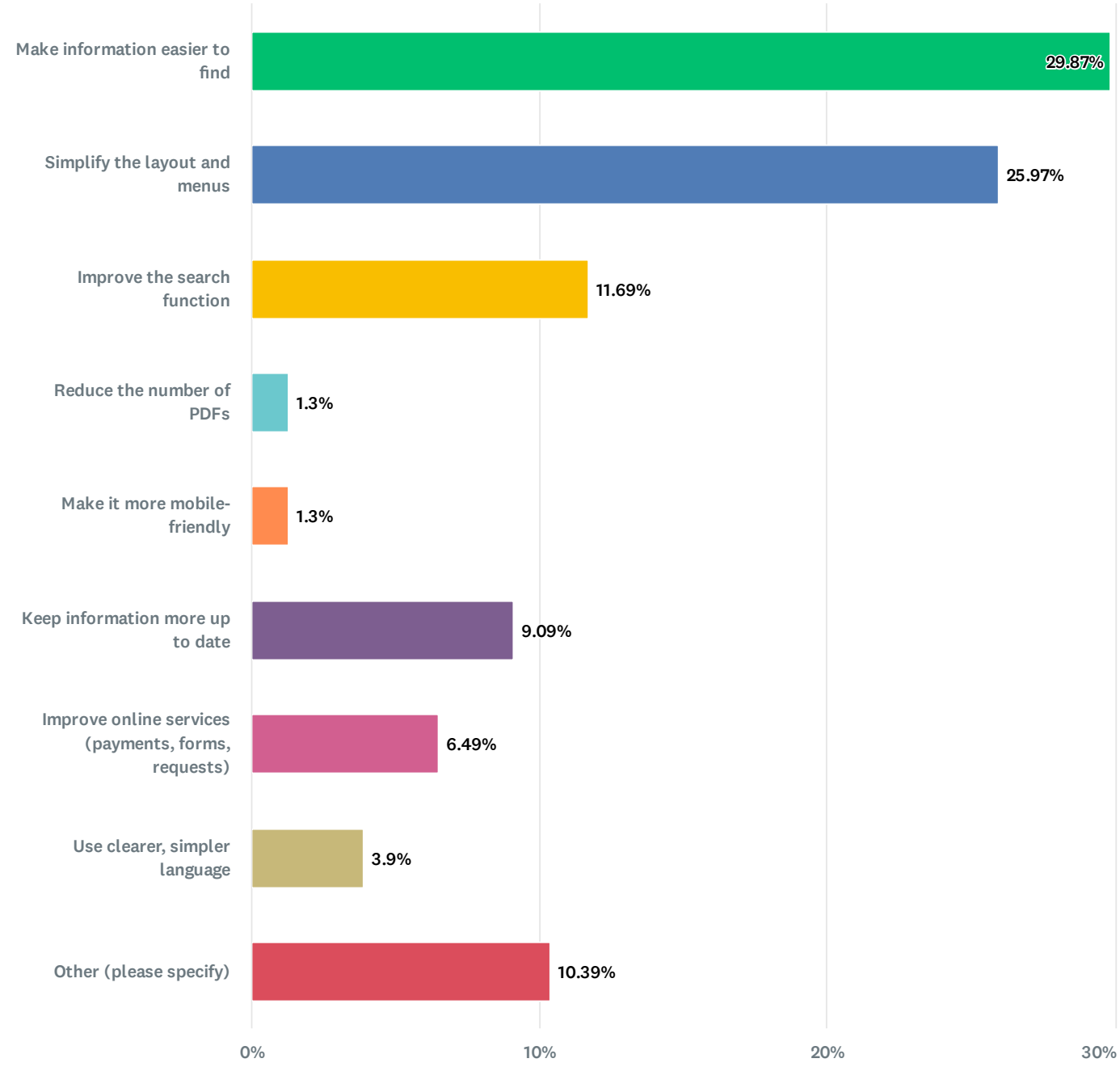
Survey: Port Colborne's New Municipal Website



Answer Choices	Percentage	Responses
Too many pages or menus	43.59%	34
Information is hard to find	61.54%	48
Language is unclear or too technical	28.21%	22
Search function doesn't work well	56.41%	44
Information is outdated	51.28%	40
Too many PDFs to open	16.67%	13
Not mobile-friendly	33.33%	26
Text is hard to read (font size, contrast, or layout)	12.82%	10
Too much information on pages	14.10%	11
Difficult to use with assistive technology (screen readers, keyboard navigation, etc.)	3.85%	3
I'm not sure where to start	5.13%	4
Nothing — I find it easy to use	7.69%	6
Total		**261**

Q12 77 responses

If we could improve ONE thing about Port Colborne's website, what should it be? (select one)



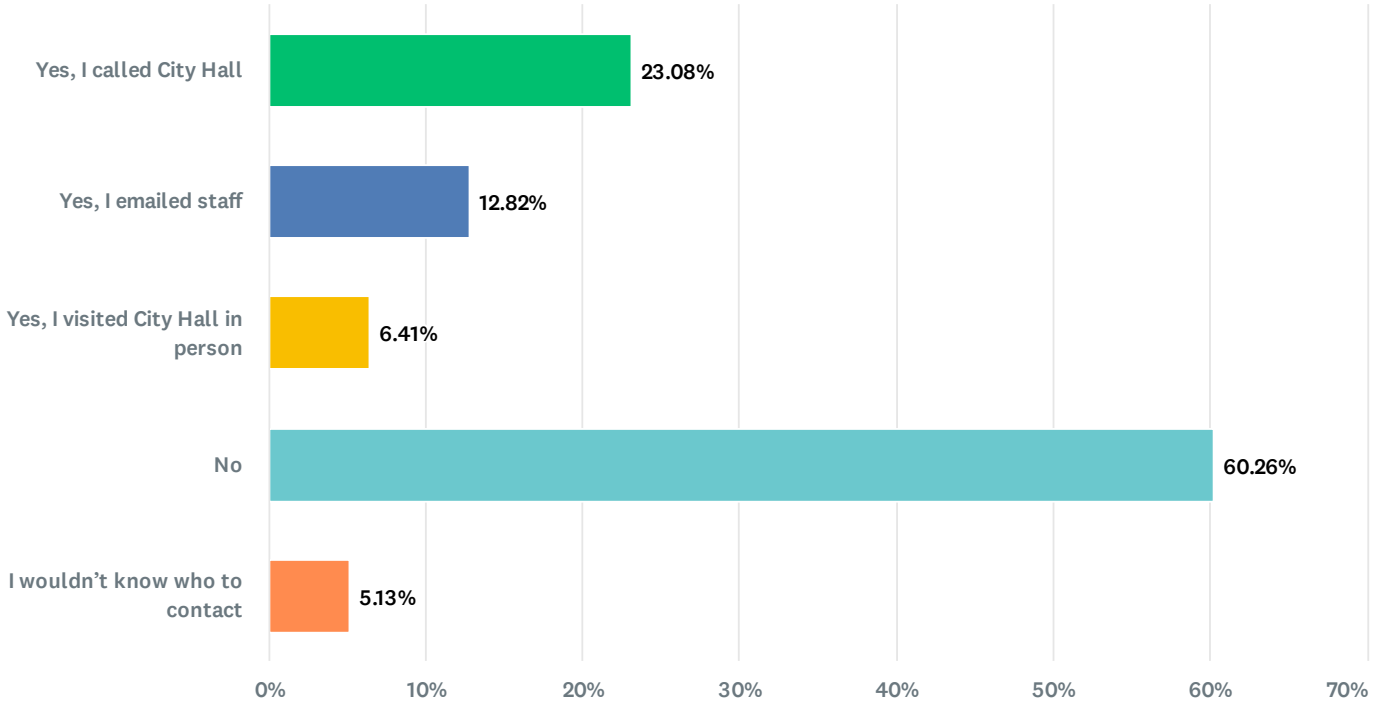
Answer Choices	Percentage	Responses
Make information easier to find	29.87%	23
Total		**77**

Answer Choices	Percentage	Responses
Simplify the layout and menus	25.97%	20
Improve the search function	11.69%	9
Reduce the number of PDFs	1.30%	1
Make it more mobile-friendly	1.30%	1
Keep information more up to date	9.09%	7
Improve online services (payments, forms, requests)	6.49%	5
Use clearer, simpler language	3.90%	3
Other (please specify)	10.39%	8
Total		**77**

#	OTHER (PLEASE SPECIFY)	DATE
1	Close it down	4/22/2026 12:04 PM
2	I'd prefer if the navigation CSS animations (fade in/out) were removed, so that I can more quickly click on links (and get to where I need to go.)	4/19/2026 11:45 PM
3	All of the above	4/17/2026 8:26 AM
4	Simplify. Less paragraphs for each option you’re searching in.	4/14/2026 5:26 PM
5	Take down old outdated posts.	4/14/2026 2:10 PM
6	Interactive mapping when appropriate (zoning, etc)	4/14/2026 11:00 AM
7	When I'm on the library's website and try to go back or click top links I end up at city Hall home. The library's page should look like the library and not be city hall links in the top menu.	4/14/2026 6:37 AM
8	Points1, 2, & 3	4/13/2026 4:43 PM

Q13 78 responses

Have you ever contacted the City because you couldn't find information online? (select all that apply)



Answer Choices	Percentage	Responses
Yes, I called City Hall	23.08%	18
Yes, I emailed staff	12.82%	10
Yes, I visited City Hall in person	6.41%	5
No	60.26%	47
I wouldn't know who to contact	5.13%	4
Total		**84**

Q14 Are there any other features you wish the City of Port Colborne’s website had?

Answered: 23 Skipped: 56

#	RESPONSES	DATE
1	Because Port Colborne IS one of the best fishing locations in the world and due to the unpredictability of the lake itself, installing a webcam on the outer breakwall/lighthouse and possibly weather buoy #45142 would be instrumental in helping people decide on the daily status of fishing opportunities. People come from all over the area and if they rely on the wind in their location, they are shocked to see the difference the open lake can have on wind conditions and subsequently wave heights. Installing a webcam viewing the lake would be instrumental in helping the fishing experience for everyone and be a service of the website that I and many others would use on a daily basis.	4/28/2026 6:25 AM
2	interactive zoning map	4/24/2026 8:01 PM
3	Information about surrounding communities. We should all work together. Wainfleet, Fort Erie events are close enough to go to if we knew about them and tourism here would be better with more Niagara residents visiting in the off season.	4/23/2026 5:33 PM
4	??	4/22/2026 7:03 PM
5	Make public notices about things like public information sessions on planning, committee of adjustment meetings and agendas easier to find with their own section like other cities For example https://www.welland.ca/Media/Notices.asp Or simple things like road closures - https://www.welland.ca/Roads/construction.asp Have a separate newsroom - https://www.welland.ca/Media/index.asp A mayor and council section like Welland has all you need to find, do something like that - https://www.welland.ca/Council/index.asp The search system is pretty bad. Don't know how you can improve it because no municipality seems to get it right	4/22/2026 3:09 PM
6	no	4/22/2026 1:05 PM
7	Salaries of overpaid city hall employees	4/22/2026 12:04 PM
8	As a college student I've had exams proctored at the library in the past, and it'd be helpful for other students if information on this service were available on the library's website.	4/19/2026 11:45 PM
9	Not really	4/19/2026 4:48 AM
10	More detail on the museum’s events and programming	4/18/2026 12:12 PM
11	More information on the cruise ships and other tourism opportunities	4/17/2026 9:49 AM
12	Current alerts/notifications for potential emergency situations, ex: weather, water issues, bridge issues, anything related to the potential danger to the citizens of our community. There are still elderly people that do not use social media. This needs to be addressed.	4/17/2026 8:26 AM
13	No	4/16/2026 9:15 AM
14	no	4/15/2026 9:31 AM
15	Info that is up to date about community charities and clubs.	4/15/2026 7:25 AM
16	Maps, visuals,	4/14/2026 5:26 PM
17	N/A	4/14/2026 2:30 PM
18	no	4/14/2026 2:10 PM
19	Don't bury info too far.....Sometimes answers to the easiest questions are the most difficult to find.....That's for many websites.	4/14/2026 7:25 AM
20	More access to programming throughout the city.	4/13/2026 10:31 PM

21	Accessing health services - how, where, simple and on main page as it’s a big focus (and worry) for citizens	4/13/2026 4:57 PM
22	one e mail address to contact all council (which I was told (few years ago) was not available	4/13/2026 4:43 PM
23	I wish there was a search function within the by-laws that was easy to use and intuitive - I'd like to be able to ask a question in the search box and be directed to the relevant by-law without having to search within the by-law itself. Does that make sense?	4/13/2026 4:38 PM

Q15 Is there anything else you’d like to share about your experience using the City’s website?

Answered: 20 Skipped: 59

#	RESPONSES	DATE
1	Needs more entry-level job opportunities	6/15/2026 2:26 PM
2	It's actually a great website. We are lucky to have such a great site.	6/15/2026 2:17 PM
3	I think the website has a decent balance of access to information relative to temporal information relevance.	4/24/2026 8:01 PM
4	I find the website nice as is. It would be nice to get the calendar view of events in one click but how it is, is fine too. More info on the seaway and Clarence street Bridge would be nice too.	4/23/2026 5:33 PM
5	No	4/22/2026 7:03 PM
6	no	4/22/2026 1:05 PM
7	It's a joke.	4/22/2026 12:04 PM
8	Workday (a service the City uses for its job portal) doesn't allow for re-submission of a job application once it has been retracted, so to correct my application I had to re-submit it under a different email address. Not a great user experience, so if this is configurable it'd be excellent to be able to re-submit under the same address/account.	4/19/2026 11:45 PM
9	All good	4/19/2026 4:48 AM
10	Purchase canal day items, flags, beer mugs, garden decor…… for a signature event, it lacks the signature.	4/18/2026 4:47 AM
11	No thank you	4/17/2026 9:49 AM
12	I find it user friendly	4/16/2026 9:15 AM
13	Respectfully, we do not require a new website. That will be very costly. Simply make things more searchable.	4/15/2026 10:21 PM
14	I think its fine, stop wasting tax payer dollars!	4/15/2026 9:31 AM
15	N/A	4/14/2026 2:30 PM
16	no	4/14/2026 2:10 PM
17	No	4/14/2026 7:25 AM
18	I had made a request a few years ago to the recreation dept. I expressed that when looking g for children programming and activities the city website should be the place to connect and find out what is available. I was told it was up to organizations to contact the city and not the other way around. The city of Port Colborne should be where that information is available. What sports children can get involved in. (hockey, skating, swim team, soccer, baseball, ball hockey.) And have links from the website. What clubs children and participate in. (Jr optimist, girl guides, scouts, air wings, stem programs) the city wants residents to “porticipate” make it easier to find so that we can. Everything should be readily available on the city of Port Colborne website, not have to google each individual special interest to see what’s available. I truly believe if the city took more of a part in getting the information out into the public for what is available in this town that children would be able to get more involved in the community.	4/13/2026 10:31 PM
19	nope	4/13/2026 4:43 PM
20	Yes, I wish the City would publish the revised by-laws!!	4/13/2026 4:38 PM

PORT COLBORNE

Subject: **Meadow Heights Subdivision, Phase 2 Stage 1 (Plan 59M-195)- Assumption**

To: **Council**

From: **Planning and Development**

Report Number: 2026-98

Meeting Date: July 14, 2026

Recommendation:

That Planning and Development Department Report 2026-98 be received; and

That the By-law assuming the Primary and Secondary Services in the assumption of Meadow Heights Subdivision Phase 2, Stage 1 (Plan 59M-195), attached hereto as Appendix A, be brought forward for Council's consideration.

Purpose:

The purpose of this report is to advance assumption of municipal infrastructure constructed as part of Meadow Heights subdivision. 1399908 ONTARIO LTD (the "Developer") has satisfied the obligations and requirements set out in the Subdivision Agreement with respect to the assumption of municipal services for the Meadow Heights Phase 2, Stage 1 Subdivision. Accordingly, the Developer has requested that the City assume the primary and secondary services for phase 2, stage 1 of the subdivision.

Background:

Construction of the Meadow Heights Subdivision phase 2, stage 1 located in the North end of Port Colborne, began in January 2020 and includes 26 new homes built in Ward 3.The developer has requested the assumption of the primary and secondary services for phase 2, stage 1. The assumption process is to occur in accordance with the Amended Subdivision Agreement signed on December 14, 2020 (Appendix B).

Section 56 of the Subdivision Agreement provides that municipal services shall be assumed by the City through Council passing an Assumption By-law for primary and

secondary services after the City Engineer has approved the Certificate of Final Acceptance for the Services. Specifically, City Council is required to approve the assumption of the Subdivision to formalize the transfer of the public infrastructure assets.

Section 11 of the Municipal Act, 2001, S.O. c.25, as amended, authorizes the Council of a municipality to pass by-laws respecting matters within its jurisdiction, including public services such as water, sewage, stormwater, and roads.

Discussion:

The City's Engineer has approved the Certificates of Final Acceptance for primary and secondary services for phase 2, stage 1 of the Meadow Heights subdivision, confirming that all such primary and secondary services have been completed and maintained in accordance with the terms of the Subdivision Agreement and the approved servicing plans.

Staff confirm there are no outstanding deficiencies, and all necessary documentation has been received. It is therefore appropriate and in the public interest to assume the primary and secondary services installed pursuant to the Subdivision Agreement. Assumption of the subdivision and adoption of the corresponding By-Law (Appendix A) will allow the release of all securities associated with the subdivision.

Primary & Secondary Services

The following primary services for Phase 2, Stage 1 of the Meadow Heights Subdivision are to be assumed by the City of Port Colborne into its ownership and responsibility:

a) water distribution system;

B) fire hydrants;

C) sanitary sewer system;

D) storm sewer and storm sewer manholes; and

E) street lighting

Pursuant with the Completion Certificate dated October 15, 2021, and the Certificates of Final Acceptance for Primary Services dated August 28, 2025.

The following secondary services for Phase 2, Stage 1 of the Meadow Heights Subdivision are to be assumed by the City of Port Colborne into its ownership and responsibility:

a) municipal roads (including boulevards);

b) driveway aprons;

c) sidewalks; and;

d) any other works identified as secondary services in the Subdivision Agreement and approved by the City's Engineer.

Pursuant to the Certificates of Final Acceptance for Secondary Services dated August 28, 2025.

Public Streets

City Staff have received and reviewed all documents required through the Subdivision Agreement for the streets to be assumed by the City. The streets are as follows;

1. Oriole Drive

All documentation and inspections for these sections of the subdivision are complete. Therefore, Staff recommend that the primary and secondary services for Meadow Heights phase 2, stage 1 Subdivision be assumed. The associated by-law is attached in Appendix A of this report.

Internal Consultations:

City staff within the Planning and Development Division are working collaboratively with Financial Services to coordinate the release of Letters of Credit and applicable security holdbacks to the developer, in accordance with the provisions of the subdivision agreement. In addition, City staff have consulted with the Public Works Department to confirm that all primary and secondary municipal services are in satisfactory condition prior to the City assuming responsibility for these assets.

Financial Implications:

As the City is assuming the primary and secondary services, the City will be responsible for the long-term operations and maintenance of the services of the underground and above ground infrastructure moving forward, which will be incorporated into the City's annual operating budgets. Construction of this subdivision will increase the City's service area and wastewater systems and increase the net book value on the City's financial statements.

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:

Staff confirm all requirements of the Subdivision Agreement for Meadow Heights phase 2; stage 1 have been met. All infrastructure associated with these stages of the subdivision has been inspected and deemed acceptable for municipal assumption. Certifications of Final Acceptance have been issued by the developer's consulting engineer for primary and secondary services. Assumption of the public roads will enable the City to formally undertake ongoing operations and maintenance in accordance with standard municipal practices.

Accordingly, staff recommend that Council approve the assumption of the primary and secondary services for Meadow Heights phase 2, stage 1-3 (Plan 59M-195), as set out in the accompanying by-law, enclosed in Appendix A.

Appendices:

a. By-law for the Assumption of the Primary & Secondary Services for Phase 2, Stage 1 of the Meadow Heights Subdivision (Plan 59M-195)
b. Subdivision Agreement for phase 2, Stage 1 of the Meadow Heights Subdivision (Plan 59M-195)

Respectfully submitted,

Chris Viccica
Development Coordinator
905-228-8112
Chris.viccica@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 Assume Ownership and Responsibility of the Primary and Secondary Services in Phase 2, Stage 1 of the Meadow Heights Subdivision (Plan 59M-195) (1399908 ONTARIO LTD);

Whereas Section 11 of the *Municipal Act*, 2001, S.O. c.25, as amended, authorizes the Council of a municipality to pass by-laws respecting matters within its jurisdiction, including public services such as water, sewage, stormwater, and roads; and

Whereas the Mayor and Clerk of the Corporation of the City of Port Colborne executed the Subdivision Agreement with 1399908 ONTARIO LTD (the “Owner”) pursuant to By-law No. 6848/98/20, to allow for the Meadow Heights Subdivision; and

Whereas Section 56a of the Subdivision Agreement provides that municipal services shall be assumed by the City through Council passing an Assumption By-law for Primary and Secondary Services after the City Engineer has approved the Certificate of Final Acceptance for the Services; and

Whereas the City Engineer has approved the Certificates of Final Acceptance for Primary and Secondary Services for Phase 2, Stage 1 of the said subdivision, confirming that all such Primary and Secondary Services have been completed and maintained in accordance with the terms of the Subdivision Agreement and the approved servicing plans; and

Whereas pursuant to Section 56a of the Subdivision Agreement, upon such approval the City may assume ownership of and responsibility for all Primary and Secondary Services constructed by the Owner; and

Whereas it is deemed appropriate and in the public interest to assume the Primary Services for Phase 2, Stage 1 of the said Subdivision; and

Whereas it is deemed appropriate and in the public interest to assume the Secondary Services, including the highways within Phase 2, Stage 1 of the said Subdivision; and

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

1. That the following Primary Services, as defined and constructed in accordance with the Subdivision Agreement between the City and the Owner, and shown on the approved servicing plans for Phase 2, Stage 1 of the Plan of Subdivision No. 59M-195, Meadow Heights Subdivision are hereby assumed by the City of Port Colborne into its ownership and responsibility, namely:

    a) Water Distribution System;
    b) Fire Hydrants;
    c) Sanitary Sewer System;
    d) Storm Sewer and Storm Sewer Manholes; and
    e) Street Lighting

    Pursuant with the Completion Certificate dated October 15, 2021, and the Certificates of Final Acceptance for Primary Services dated August 28, 2025.

2. That the following Secondary Services, as defined and constructed in accordance with the Subdivision Agreement between the City and the Developer, and shown on the approved servicing plans for Phase 2, Stage 1 of the Plan of Subdivision No. 59M-195,

Meadow Heights Subdivision are hereby assumed by the City of Port Colborne into its ownership and responsibility, namely:

a) Municipal Roads (including boulevards);
b) Driveway Aprons; Sidewalks; and;
c) Any other works identified as Secondary Services in the Subdivision Agreement and approved by the City Engineer.

Pursuant to the Certificates of Final Acceptance for Secondary Services dated August 28, 2025.

3. That the following parcels of land situated in the City of Port Colborne are assumed as public highways:

STREET	PLAN NUMBER	PIN NUMBER
1. Oriole Drive	59M-195	64138-0298

4. That the Clerk of the City of Port Colborne 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 14th day of July 2026.

William C. Steele
Mayor

Charlotte Madden
City Clerk

Schedule "A" to By-law No. 6848/98/20

CITY OF PORT COLBORNE
AMENDMENT TO SUBDIVISION AGREEMENT

THIS AGREEMENT made this 14 day of DECEMBER, 2020 and authorized by By-law 6848/98/20 for the City of Port Colborne.

BETWEEN

1399908 ONTARIO LTD.
Hereinafter called the **OWNER** of the **FIRST PART**;

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE
Hereinafter called the **CITY** of the **SECOND PART;**

AND

1379296 ONTARIO INC.;
Hereinafter called the **MORTGAGEE** of the **THIRD PART;**

WHEREAS the lands described in Schedule "A" were subject to an Agreement dated the 3rd of May, 1990 between CIFA Developments Inc., Lehndorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991 which is hereinafter referred to as the "original Subdivision Agreement";

AND WHEREAS the lands described in Schedule "A" were subject to an amending Agreement dated the 28th of September, 2000 between 1399908 ONTARIO LTD, CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000 which is hereinafter referred to as the "existing Subdivision Agreement";

AND WHEREAS 1399908 Ontario Ltd. obtained title to the lands on or about March 21, 2000 and owns the lands described on Schedule "A";

AND WHEREAS the Owner has assumed all of the obligations of the original and existing Subdivision Agreement;

AND WHEREAS the Owner desires to amend the original Subdivision Agreement to enable development of a portion of the lands described in Schedule "A" and hereinafter known as the "revised Phase 2 Stage 1;

AND WHEREAS the Owner desires to amend the existing Subdivision Agreement to enable development of revised Phase 2 Stage 1 by replacing the phasing plan, grading plan; street lighting plan and cost estimates;

NOW THEREFORE this agreement witnesseth that in consideration of the City approving this amending agreement, and in consideration of the sum of $1.00 of lawful money of Canada now paid by the Owner to the City (the receipt whereof is hereby by the City acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.

2. The parties hereto agree that the following clauses of the original or the existing Subdivision Agreement are hereby amended:

2.1 Clause 1. of the original Subdivision Agreement entitled Definitions and

Clauses1.1 to 1.11 inclusive be deleted and Clauses 2.1 to 2.6 inclusive on the existing Subdivision Agreement be deleted and replaced with:

2.2 Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

2.3 **"Agreement'** means this Subdivision Agreement.

2.4 **"Assumption By-Law for Primary Services"** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, SAVE AND EXCEPT the following Primary Services:

a) The streets and roadways constructed by the Developer within the Plan of Subdivision;
b) The noise attenuation requirents
c) The utility services other than streetlights

2.5 "**Block"** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

2.6 **"Assumption By-Law for Secondary Services"** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:

a) all Secondary Services constructed by the Developer; and
b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.

2.7 **"Building Permit"** means a permit issued by the Chief Building Official of The Corporation of the City of Port Colborne approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.

2.8 **"Certificate of Final Acceptance for Primary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations at the expiration of the Maintenance Warranty Period for Primary Services setting out the Primary Services being accepted by the City and indicating the date of final acceptance of such Works.

2.9 **"Certificate of Final Acceptance for Secondary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations issued at the expiration of the Maintenance Warranty Period for Secondary Services setting out the Secondary Services being accepted by the City and indicating the date of final acceptance of such Works.

2.10 **'Chief Building Official"** means the Chief Building Official for the Corporation of the City of Port Colborne or his designate appointed pursuant to the Building Code Act.

2.11 **"Completion Certificate for Primary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Warranty Period for such Primary Services.

2.12 **"Completion Certificate for Secondary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Warranty Period for such Secondary Services.

2.13 **"Consulting Engineer"** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.

2.14 **"Council"** means the Council of The Corporation of the City of Port Colborne.

2.15 **"Developer"** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.

2.16 **"Director of Community and Corporate Services"** means the Director of Community and Corporate Services for The Corporation of the City of Port Colborne or his designate.

2.17 **"Director of Engineering and Operations"** means the Director of Engineering and Operations for The Corporation of the City of Port Colborne or his designate.

2.18 **"Easements**" shall mean the easements described in Schedule "B" hereto, which forms part of this Agreement.

2.19 **"Final Default"** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 44b) hereof.

2.20 **"Front Lot Line**" means the lot line that divides a Lot from the street; provided, however, that:

a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.

2.21 **"Grading Conformance Certificate"** means the Certificate identified in Section 53 hereof.

2.22 **"Frontage of Lot"** means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 7.5 metres back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line

joining the two points where the side lot lines intersect the Front Lot Line.

2.23 **"Letter of Credit"** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.

2.24 **"Letter of Occupancy"** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 41hereof.

2.25 **"Local Improvements"** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.

2.26 **"Lot"** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

2.27 **"Lot Grading Deposit"** means a deposit of security as specified in Subsection 31(b) hereof.

2.28 **"Lot Grading Plan"** means a plan for the grading of a Lot as required in Subsection 31(a) hereof.

2.29 **"Maintenance Warranty Period"** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 55(f) hereof.

2.30 **"Party"** shall mean a party to the Agreement and the successors or permitted assigns.

2.31 **"Plan of Subdivision**" shall mean the Plan of Subdivision of the Lands described in Schedule "A" hereto ultimately approved for registration by the City and registered on title pursuant to the provisions of the Planning Act.

2.32 **"Plans"** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Engineering and Operations prior to execution of this Agreement by the City.

2.33 **"Pre-Servicing"** means the installation of Works prior to registration of this Agreement.

2.34 **"Primary Services"** shall mean the following municipal services required to be constructed by the Developer:

a) municipal sanitary sewer system;
b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Engineering and Operations to provide safety and protection from undue inconvenience to the general public;
c) municipal water system, including fire hydrants;
d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
e) street signs and traffic control signs and devices;
f) rough grading of the Lands;
g) Noise berm, wall or fence required to mitigate noise within the lands

described in Schedule "A" annexed hereto; and all Utility Services.

2.35 **"Region"** means The Corporation of the Regional Municipality of Niagara.

2.36 **"Reserve Strip"** shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

2.37 **"Secondary Services"** shall mean all municipal services required to be constructed by the Developer not defined as "Primary Services", and without limiting the generality of the foregoing, shall include:

a) top course roadway asphalt;
b) sidewalks;
c) paved driveway aprons:
d) footpaths;
e) fencing;
f) sodding of boulevards;
g) landscaping; and
h) tree plantings.

2.38 **"Storm Water Management Report"** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 19 of this Agreement.

2.39 **"Street Line"** means a lot line dividing a Lot from a street and is the limit of the street or road allowance.

2.40 **"Subdivision"** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.

2.41 **"Supervision"** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 8.2.

2.42 **"City"** means The Corporation of the City of Port Colborne.

2.43 **"Treasurer"** means the Director of Community and Corporate Services for The Corporation of the City of Port Colborne or his designate.

2.44 **"Utility Services"** means:

a) all electrical distribution and street lighting systems, complete; if applicable, all gas services, complete;
b) all telephone services, complete; and all co-axial services, complete.

2.45 **'Works'** means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

3. Clause 2. of the original Subdivision Agreement entitled Schedules to Agreement be amended by the addition of the following references:

SCHEDULE "A" - Description of Lands
SCHEDULE "B" - Lands Conveyed for Public Purposes
SCHEDULE "C" - Additional Site Conditions
SCHEDULE "D" - Roads
SCHEDULE "E" - Sanitary Sewers

SCHEDULE “F” - Storm Sewers and Surface Drains
SCHEDULE “G” - Watermains
SCHEDULE “H” - Sidewalks
SCHEDULE “I” - Streetlights
SCHEDULE “J” - Subdivision Deposit
SCHEDULE “K” - Subdivision Phase 2, Stage 1
APPENDIX “A” - Plans, Profiles and Specifications

4. That Clause 3 of the Original Subdivision Agreement entitled General be deleted and replaced with the following:

4.1 GENERAL PROVISIONS

4.2 Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

a) the City c/o Dan Aquilina, to City Hall, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8 Facsimile 905-835-2939;

b) the Developer, to Ray Khanna, Kingsway Investments Ltd.
105 Main Street East, Suite 1510
Hamilton, ON L8N 1G6 Facsimile 905-526-7200

The giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

4.3 Binding on Heirs, etc.

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

4.4 Section 67 Planning Act

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

4.5 Applicable Laws

a) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

b) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any

situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

4.6 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

4.7 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

4.8 Time of the Essence

Time shall be of the essence of this Agreement.

4.9 Certificate of Status

Prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

4.10 Mortgagee’s Postponement

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

4.11 Notice to Purchasers

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer’s obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

5. That Clauses 4. through 4.5 from the Original Subdivision Agreement be deleted and replaced with the following:

6. LANDS REQUIRED FOR MUNICIPAL PURPOSES

6.1 The Developer shall convey to the City, in fee simple, free from all encumbrances, such other land as may be required in connection with services necessary for the development of the lands described in Schedule "A" attached hereto, which said additional lands conveyed for Public Purposes are described in Schedule "B" attached hereto.

6.2 The Developer shall transfer the lands referred to in Section 6.1 above in a neat and tidy condition, free from all debris and trash and in a condition including all necessary improvements completed to the satisfaction of the

6.3 The Developer covenants and agrees, at its expense, to obtain and grant to the City, prior to final approval of the subdivision, easements required for the construction of services described in the Schedules attached hereto, in accordance with the City's standard easement agreement form, satisfactory to the City Solicitor. The Developer shall also grant such easements as required by other utility companies or commissions for the installation of their plant.

EASEMENTS FOR MUNICIPAL PURPOSES

6.4 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule “B” annexed hereto.

6.5 The Developer shall convey to the City or to such public utility company or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule “B” annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.

6.6 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Engineering and Operations and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has passed the Assumption By-Law for Secondary Services.

7. That Clause 5. through 15. of the original Subdivision Agreement commencing at and entitled Engineering and Inspections be deleted and replaced with:

7.1 SERVICING PLANS AND SPECIFICATIONS

7.2 All Plans and specifications must be approved in writing by the Director of Engineering and Operations prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.

7.3 The Developer shall submit to the Director of Engineering and Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

7.4 It is understood and agreed the Director of Engineering and Operations in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the City or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

7.5 No approval by the Director of Engineering and Operations shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

7.6 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

8 ENGINEERING AND INSPECTION

8.1 Consulting Engineer

The Developer shall employ a competent and qualified Consulting Engineer, approved by the Director of Engineering and Operations, to:

a) carry out all necessary soil investigations to the satisfaction of the Director of Engineering and Operations;

b) design all Works required to be completed by this Agreement;

c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Engineering and Operations for approval prior to installation or construction of such Works;

d) obtain from the Director of Engineering and Operations details regarding the form and scale of the plans and profiles prior to their preparation;

e) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;

f) prior to execution of this Agreement by the City, prepare and furnish the Director of Engineering and Operations with estimates of the cost of installation and construction of the said Works;

g) if required, prepare contract documents and call tenders for installation and construction of the said Works;

h) prepare and supply the City with Progress Payment Certificates;

i) provide full time resident inspection and contract administration of all Works covered by this Agreement;

j) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form to the Director of Engineering and Operations prior to approving the Completion Certificate for the Works as per the following:

    i) all reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in AutoCAD (2012) and the latest version of ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the Works. Metric units are to be used;

    ii) mapping and associated database information is to be provided in ERSI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.

k) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;

l) provide the Director of Engineering and Operations with individual record sheets of all sewer and water services location and depth;

m) when requested by the Director of Engineering and Operations, accompany him on his inspections of the Works;

n) supervise construction of all Works on a full time basis, including any remedial work the Director of Engineering and Operations may require;

o) test all services and verify to the Director of Engineering and Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;

p) provide building elevations for construction purposes; and

q) certify, in writing, to the Director of Engineering and Operations, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.

8.2 All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer’s Consulting Engineer at the sole expense of the Developer.

8.3 The Developer’s Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Engineering and Operations. All sanitary and storm sewers must by inspected and videoed via closed circuit television (CCTV) prior to final acceptance by the City. Complete CCTV reports in the latest format to be provided to City upon completion with as-built documents.

8.4 The Director of Engineering and Operations or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Engineering and Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Engineering and Operations.

8.5 The City shall inspect all works as deemed necessary to ensure that the works are being constructed in accordance with the plans and specifications approved by the City, to the Engineer's satisfaction. This inspection shall be in addition to the inspection provided by the Developer’s Consulting Engineer, and shall in no way relieve the Developer or its Consulting Engineer of any responsibility with regard to supervision and inspection or the proper completion of the work. The Developer shall pay the full cost of engineering inspection by the City.

8.6 The City shall inspect all materials and appurtenances prior to installation to ensure conformance with latest City approved material/manufacturer lists. Any items deemed unacceptable are to be tagged or otherwise identified as “unacceptable”, and removed from site immediately. Any items deemed “unacceptable” will be replaced at the expense of the Developer Replacement item(s) shall be examined for conformance to the specifications by the City.

8.7 The Director of Engineering and Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Engineering and Operations.

9. That Clauses 6 to 6.4 from the Original Subdivision Agreement titled Tenders and Contractors be deleted and replaced with the following:

TENDERS, INSURANCE & BONDING

9.1 If required by the City, the Developer shall call for tenders for the Works in accordance with the City’s Purchasing Policy (By-law No. 3687/113/98). Where the City requires the Developer to call for tenders, any tender proposed to be

accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Engineering and Operations.

9.2 Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:

a) a copy of the contractor’s Performance and Maintenance Bond and Labour and Material Payment Bond each for one hundred percent (100%) of the contract sum, if required. The aforesaid Bonds shall unconditionally guarantee to the Developer and the City that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Warranty Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Engineering and Operations. Bonding companies are subject to acceptance by the City;

b) a certified copy of the Developer’s third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:

i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars ($5,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars ($1,000.00);

ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;

iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars ($2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars ($1,000.00);

iv) excess umbrella liability coverage of four million dollars ($4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars ($10,000.00);

v) “Cross Liability” and “Severability of Interest” clauses or endorsements shall be provided;

vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;

vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;

viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other

or larger claims, if any, for which the Developer or City may be held responsible;

c) a certificate from the Worker’s Safety Insurance Board certifying the contractor is in good standing with the Board; and

d) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

10. That Clauses 7 to 7.14 titled Installation of Services from the Original Subdivision Agreement be deleted and replaced with the following:

10.1 SERVICES

General

a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.

b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.

c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.

d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.

e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

f) The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.

g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City’s requirements and to the satisfaction of the Director of Engineering and Operations.

h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Engineering and Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer’s or its contractor’s vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Engineering and Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Engineering and Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City’s requirements and to the satisfaction of the Director of Engineering and Operations.

i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer’s Gas, Enbridge Gas, Canadian Niagara Power Inc., Regional Cable Television (Central) Inc., Niagara Regional Broadband Network, etc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Engineering and Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer’s responsibility to

consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Engineering and Operations.

k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.

l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Engineering and Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

m) The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Engineering and Operations.

n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City’s specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.

o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the City, that the City will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

11. Survey Monuments to be Preserved

The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

12. City’s Right to Enter and Repair

a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:

i) without notice to the Developer where, in the sole opinion of the Director of Engineering and Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and

ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice

requiring such repairs or maintenance has been delivered to the Developer.

b) The decision of the Director of Engineering and Operations that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.

c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.

d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Engineering and Operations or his representative.13111

13. Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

14. Land Use Sign

The Developer agrees to erect, to the satisfaction of the Director of Engineering and Operations, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lot patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

15. Interim Works

The Developer agrees and acknowledges that, until the Director of Engineering and Operations affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

16. Roads

a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.

b) Any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction of the Director of Engineering and Operations, prior to approval of the Certificate of Completion for Primary Services.

c) The roads shall be named to the satisfaction of the City.

17. Sanitary Sewer System

a) Prior to re-commencement of construction, the following inspections and tests must be performed on the previously installed sanitary sewer system. Reports and results must then be submitted to the City for review. Only upon approval of these reports and results by the Director of Engineering and Operations may construction continue.

i) Closed-Circuit Television (CCTV) Inspection, as per OPSS.MUNI 409, shall be performed on the sewer mains, service laterals, associated appurtenances, and maintenance holes.

a. All sewer mains and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

b. All service laterals and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

c. All maintenance holes shall be inspected for any defects, leaks, debris, and to ensure proper benching.

ii) Low Pressure Air Testing, as per OPSS.MUNI 410 for pipes and ASTM C 1244 for maintenance holes, shall be performed on the sewer mains, service laterals, associated appurtenances, and maintenance holes to ensure the integrity of the conveyance system.

iii) Mandrel deflection testing, as per OPSS.MUNI 438, shall be performed on the sewer mains to ensure they are free from defects.

iv) Based on the reports and results provided to the City, the Director of Engineering and Operations may request to have sewer mains, service laterals, or associated appurtenances daylighted with the City's Construction Inspector in attendance, by and at the sole cost of the developer, for further inspection.

v) Any defects identified in the inspections shall be corrected by and at the sole cost of the developer. Following the corrective work, the respective sewer mains, service laterals, associated appurtenances, or maintenance holes shall be re-inspected and the new reports and results shall be submitted to the City for review.

b) If required by the City, and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Engineering and Operations.

c) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.

d) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:

i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;

ii) forthwith after final paving of the streets has been completed; and

iii) upon receipt of any written notice from the Director of Engineering and Operations.

e) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Engineering and Operations.

f) All sanitary sewer Works shall be inspected and videoed via closed circuit television to the satisfaction, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the sanitary sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.

g) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with "as constructed drawings" and complete CCTV Reports showing the location and depth of the sanitary sewer lateral constructed to service each Lot.

h) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.

i) The Developer agrees to perform and complete all sanitary sewer Works required by this agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.

18 <u>Storm Drainage System</u>

a) Prior to re-commencement of construction, the following inspections and tests must be performed on the previously installed storm drainage system. Reports and results must then be submitted to the City for review. Only upon approval of these reports and results by the Director of Engineering and Operations may construction continue.

i) Closed-Circuit Television (CCTV) Inspection, as per OPSS.MUNI 409, shall be performed on the sewer mains, catchbasin leads, service laterals, associated appurtenances, catchbasins, and maintenance holes.

a. All sewer mains, catchbasin leads, and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

b. All service laterals and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

c. All catchbasins and maintenance holes shall be inspected for any defects, leaks, debris, and to ensure proper benching.

ii) Low Pressure Air Testing, as per OPSS.MUNI 410 for pipes and ASTM C 1244 for maintenance holes, shall be performed on the sewer mains, catchbasin leads, service laterals, associated appurtenances, catchbasins, and maintenance holes to ensure the integrity of the conveyance system.

iii) Mandrel deflection testing, as per OPSS.MUNI 438, shall be performed on the sewer mains and catchbasin leads to ensure they are free from defects.

iv) Based on the reports and results provided to the City, the Director of Engineering and Operations may request to have sewer mains, catchbasin leads, service laterals, or associated appurtenances daylighted with the City’s Construction Inspector in attendance, by and at the sole cost of the developer, for further inspection.

v) Any defects identified in the inspections shall be corrected by and at the sole cost of the developer. Following the corrective work, the respective sewer mains, catchbasin leads, service laterals, associated appurtenances, catchbasins, or maintenance holes shall be re-inspected and the new reports and results shall be submitted to the City for review.

b) The Developer agrees to construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department, the Region of Niagara Public Works Department, the Niagara Peninsula Conservation Authority (NPCA) and the Ministry of the Environment, and construction and materials used therein shall be in accordance with the City’s most recent specifications therefor.

c) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:

i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;

ii) forthwith after final paving of the streets has been completed; and

iii) upon receipt of any written notice from the Director of Engineering and Operations.

d) All storm sewer Works shall be inspected and videoed via closed circuit television to the satisfaction of, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.

e) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with "as constructed drawings" and complete CCTV Reports showing the location and depth of the storm sewer lateral constructed to service each Lot.

19. <u>Stormwater Management System</u>

a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Engineering and Operations, the Ministry of the Environment, the NPCA and the Region of Niagara Public Works Department, indicating the following:

i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Stormwater Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;

ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and

iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.

b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 30 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.

c) The Developer agrees to implement the Storm Water Management Plan, as approved by the NPCA including the approved grading and drainage plans, any required erosion and flood protection works, and all NPCA requirements.

d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the

complete satisfaction of the Director of Engineering and Operations and the Region of Niagara Public Works Department.

20. <u>Water Distribution System</u>

a) Prior to re-commencement of construction, the following inspections and tests must be performed on the previously installed water distribution system. Reports and results must then be submitted to the City for review. Only upon approval of these reports and results by the Director of Engineering and Operations may construction continue.

i) Daylighting, with the City’s Construction Inspector in attendance, of at least two (2) locations, to be decided by the Director of Engineering and Operations, of each type of water main pipe, hydrant lead, service lateral, tee, valve, bend, connection, and other appurtenances.

ii) Hydrostatic Pressure Test, as described in the latest version of the City’s Watermain Commissioning Protocol and as per OPSS.MUNI 441, shall be performed on the entire water distribution system.

iii) Based on the reports and results provided to the City, the Director of Engineering and Operations may request to have additional water mains, hydrant leads, service laterals, or associated appurtenances daylighted with the City’s Construction Inspector in attendance, by and at the sole cost of the developer, for further inspection.

iv) Based on the reports and results provided to the City, the Director of Engineering and Operations may request that Closed-Circuit Television (CCTV) Inspection, as per OPSS.MUNI 409, be performed on the water mains, hydrant leads, or associated appurtenances to ensure that the pipes are free from obstructions, debris, and defects.

v) Any defects identified in the inspections shall be corrected by and at the sole cost of the developer. Following the corrective work, the respective water mains, hydrant leads, service laterals, or associated appurtenances shall be re-inspected and the new reports and results shall be submitted to the City for review.

b) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blow-offs and ground hydrants as may be required for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Engineering and Operations or the Region of Niagara Public Works Department and the Ministry of the Environment if required, and the construction and materials used therein shall be in accordance with the City’s most recent specifications therefor.

c) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Port Colborne Fire Department and the Director of Engineering and Operations.

d) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.

e) All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City Standards and to the satisfaction of the Director of Engineering and Operations prior to approval of the Completion Certificate for Primary Services.

f) The Developer shall, prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, supply the Director of Engineering and Operations with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

21. Sidewalks

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

22. Fencing

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

23. Street and Traffic Signs

a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Engineering and Operations during the construction period.

b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Engineering and Operations. The Developer shall be responsible to install all permanent street and traffic signs to the current standards of the City.

24. Electrical Distribution System and Street Lighting

a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by CNPI and the Director of Engineering and Operations. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director of Engineering and Operations. The cost of providing such facilities shall be borne by the Developer.

b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.

c) Prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Primary Services the City will assume the street lighting system into the City's street light inventory.

d) The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

25. Utility Services

All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed and constructed prior to the Director of Engineering and Operations approving the Certificate of Completion for Primary Services

26. Mail Delivery

a) The Owner agrees to install a concrete pad at final approved grade in accordance with the requirements of Canada Post to facilitate the installation of Community Mail Boxes. The location of the concrete pads are subject to approval by Canada Post and the Engineer.

b) The Owner agrees to identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.

c) The Owner agrees to determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.

27. Tree Plantings

a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the City, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:

i) The Owner agrees to plant one tree in the front yard of each lot within the plan, 1.5 metres from the front lot line. The location shall be on private property and not interfere with the alignment of the services to the property.

ii) Trees shall be 50 millimetres caliper or more and a height of 1.8 metres or more, balled and bur lapped at planting and be of such varieties as Red Maple, Common Hackberry, Kentucky Coffeetree, Tulip Tree, Redspire Ornamental Pear, Princeton Sentry Gingko or such other compatible variety, as approved by the City.

b) In accordance with Schedule "J" annexed hereto, prior to registration of this Agreement by the City, the Developer shall provide a security in the form of a Letter of Credit to the City for Tree Planting within the subdivision, to cover the cost of purchasing, planting and maintaining trees within the Plan.

28. Driveways

a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Engineering and Operations.

b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.

29 . Landscaping

a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.

b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the City issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

30. Subdivision Grading and Drainage

a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:

i) the City has agreed in writing to such alteration or removal; and

ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.

b) Prior to execution of this Agreement by the City or commencing any phase of development, and in accordance with the City's Lot Grading and Drainage Policy, By-Law No. 2464/80/90 and amendments thereto, the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.

c) The following grading works shall be completed prior to the issuance of any Building Permits:

i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Engineering and Operations for the Plan of Subdivision, subject to weather conditions; and

ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.

d) If drainage problems arise which are as a result of non-compliance with the requirements of By-Law 2464/80/90 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not paid to the City forthwith after being incurred

by the City, the City may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

e) The Developer shall deposit with the City as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "J" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.

f) Upon completion of the Works and acceptance by the City of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the City.

31. Lot Grading and Drainage

a) Prior to the issuance of a Building Permit for a Lot, the Developer or the Building Permit applicant shall submit to the City three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.

b) Prior to issuance of a building permit for a Lot, the Developer or Building Permit applicant shall submit to the City as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of $2,000.00 per Lot.

c) Upon acceptance of the Grading Conformance Certificate by the City, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.

d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded, and/or seeded. Sodding and/or seeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.

e) Upon completion of the grading as noted in Section 31. a) of this Agreement, prior to landscaping or fencing, the Developer shall submit to the City one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.

f) Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the City, shall be accepted and dated by the City, as the "Grading Conformance Certificate."

g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Engineering and Operations or the Chief Building Official.

32. Foundation Drains

The Developer agrees that foundation drains shall be pumped by a sump pump in each house to grade.

33. Roof Water

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2

metres away from the structure and must direct the flow away from the building, not onto walks or driveways and not towards adjacent property.

34. Minimum Basement Elevations

If required, the Developer agrees to submit a plan for approval to the Director of Engineering and Operations, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

35. That Clauses 8, 13, 14, 16 & 17 from the Original Subdivision Agreement be deleted and replaced with the following:

36. BY-LAW(S), DOCUMENTATION AND REGISTRATION

a. Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.

b. The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.

c. If required, the Developer's solicitor, at the sole expense of the Developer, shall:

   i. provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;

   ii. certify title to the City in a signed Certificate of Title;

   iii. have all documentation signed by the Developer, Charges, and other necessary parties;

   iv. sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;

   v. deliver all executed documentation to the City; and

   vi. attend to registration of all documentation, at the Developer's expense, required by this Agreement.

d. Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.

e. The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.

f. Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:

   i. the approved Plan of Subdivision; and

   ii. all other documentation related thereto, including without limitation, Cessations of Charge.

g. In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.

h. The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City’s solicitor have been delivered, approved and registered on title to the complete satisfaction of the City’s solicitor.

Permits, Fees, Deposits and Occupancy

37. <u>Building Permits – Issuance</u>

The Developer covenants and agrees not to apply for building permits until:

i. all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Engineering and Operations;

ii. the City has on file an approved Subdivision Grading Plan;

iii. the Developer has completed the following grading works:

i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;

ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the City for the Lands;

iv. the City has on file an approved Proposed Lot Grading Plan;

v. the City is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:

i) Development fees at the prevailing rate as prescribed by The Development Charges By-Law 6733/97/19 and amendments thereto;

ii) the Lot Grading Deposit;

iii) Building Permit application fee;

iv) Plumbing Permit application fee;

v) Water meter fee;

vi) Service Main connection application and fee, if applicable;

vii) Land for park dedication fee; and

viii) Any other fees, deposits or payments required under this Agreement;

vi. the City’s Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;

vii. the City is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;

viii. the Developer has paid all development charges required by the Development Charges By-Law of the Regional Municipality of Niagara; and

ix. the Developer has otherwise complied with all applicable law.

38. Water Saving Devices

The Developer agrees that all new homes being constructed will utilize water saving devices such as low flow toilets and low flow shower heads, of a standard acceptable to the Director of Engineering and Operations and the Chief Building Official.

39. No Building Permit While In Default

Notwithstanding anything herein contained, the City may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.

40. Service Main Connections

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the City, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the City's Engineering and Operations Department.

41. Occupancy

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

i. until the Director of Engineering and Operations has approved the Certificate of Completion for Primary Services;

ii. until the City has on file a Grading Conformance Certificate for the Lot; and;

iii. until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

42. Model Units

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 41 herein, prior to a Letter of Occupancy being issued for said units.

43. Water Meters

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

SECURITY DEPOSITS AND CASH PAYMENTS

44. General

a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all City inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "J" annexed hereto prior to execution of this Agreement by the City. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision,** in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City

returns the Letter of Credit in accordance with the provisions of this agreement.

b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.

d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.

e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.

f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer’s Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Engineering and Operations, on the basis of the Developer’s Engineer’s estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule “J” annexed hereto.

g) From time to time, upon written request, the Developer’s Consulting Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Engineering and Operations may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule “J” annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

45. Cash Payments

Prior to the execution of this Agreement by the City, as security for payment of services to be rendered by the City and its agents as required by this Agreement, and for presently outstanding payments owing to the City, the Developer shall, in accordance with Schedule “J” annexed hereto, deposit with the City cash payment

and cash security as set out in Schedule "J", which security shall include, but not be limited to the following:

1. all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and

2. the City's engineering, administrative, consulting, and inspection costs for this Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the City at the time of signing of this Agreement calculated on the following basis:

    i. 2% of cost of Works

    ii. Further, the Developer's Consulting Engineer shall be required to certify the actual cost of all construction in writing to the Director of Engineering and Operations, who may adjust the amount of inspection fee following construction if the actual construction costs vary from the original estimated costs by an amount greater than ten percent (10%).

3. The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

46. <u>Letter of Credit for On-Site Primary Services</u>

a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of ten percent (10%) of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services, the City shall also be entitled to call upon the said Letter of Credit.

b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

47. <u>Letter of Credit for Off-Site Primary Services</u>

a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit for one hundred percent (100%) of the costs of design and construction of all Primary Services outside the

boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.

b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

48. <u>Letter of Credit for Off-Site and On-Site Secondary Services</u>

a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of one hundred and twenty percent (120%) of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.

b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than one hundred and twenty percent (120%) of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty herein before referred to may be released by the Treasurer to the Developer.

d) Upon written demand by the Director of Engineering and Operations and upon the Developer making application for release of security, the Developer

shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

i) the date of completion of the subject services;

ii) Works completed to date;

iii) all accounts that have become due and payable in connection with the construction, installatiotificatesn, inspection, repair and maintenance of the subject services have been paid; and

iv) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

49. That Clause 18 of the Original Subdivision Agreement titled Default be deleted and replaced with the following:

DEFAULT

a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

i) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;

ii) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;

iii) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;

iv) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;

v) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or

vi) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.

b) Developer shall be deemed to be in Final Default if:

i) the City receives written notice from the Bank of its intention to not renew the Letter of Credit;

ii) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;

iii) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;

iv) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;

v) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or

vi) the Developer fails to increase security as required by the provisions of this Agreement.

50. That Clause 18 of the Original Subdivision Agreement titled Completion be deleted and replaced with the following:

COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF WORKS

a) Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Engineering and Operations shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

b) Time to Complete Servicing

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

i) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and

ii) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Engineering and Operations.

iii) The Director of Engineering and Operations may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

51. Roads

a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:

i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Engineering and Operations;

ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in

consequence of any such alteration of grade or level; and

iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.

b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Engineering and Operations.

52. <u>Completion Certificate for Primary Services</u>

a) Primary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Primary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer’s Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Primary Services.

b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the documentation listed in Subsection 52(d) must be provided to the Director of Engineering and Operations in a single submission package.

d) The Developer’s Consulting Engineer shall provide to the Director of Engineering and Operations document(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications;

i) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with City standards;

ii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;

iii) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;

iv) Copies of the hydrant test reports and fire flow test reports;

v) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit television;

vi) Copies of the storm and sanitary sewer inspection reports and supporting data and documentation;

vii) Certificate stating that the approved Tree Preservation Plan has been complied with including a Clearance Letter from the Region;

viii) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;

ix) Certificate (<u>Overall Grading Certificate</u>) stating that rough grading and major drainage works or swales have been

completed in accordance with the Subdivision Grade Control Plan;

x) The original Drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD 2012 format using City of Port Colborne Drafting Standards; and

xi) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.

e) The Developer shall provide the Director of Engineering and Operations with:

i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:

1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;

2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and

3. That there are no outstanding debts, claims or liens in respect of such works.

f) Subject to Section 52d) hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and Operations, shall date and approve the Completion Certificate of Primary Services.

53. <u>Completion Certificate for Secondary Services</u>

a) Secondary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Secondary Services.

b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services, the documentation listed in Section 53d) must be provided to the Director of Engineering and Operations in a single submission package.

d) The Developer's Consulting Engineer shall provide to the Director of Engineering and Operations:

i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and

ii) If required, the original Drawings showing each of the said works as constructed together with electronic drawing files in

AutoCAD 2012 format using City of Port Colborne Drafting Standards.

e) The Developer shall provide the Director of Engineering and Operations with a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:

i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;

ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and

iii) that there are no outstanding debts, claims or liens in respect of such works.

f) Subject to Subsection 36 hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and Operations shall date and approve the Completion Certificate for Secondary Services.

54. <u>Maintenance of the Subdivision</u>

a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Engineering and Operations.

b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Engineering and Operations until Council passes an Assumption By-Law for Secondary Services.

c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.

d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Warranty Period and shall repair in a permanent manner satisfactory to the Director of Engineering and Operations any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.

e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Engineering and Operations, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Engineering and Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of two (2) years or until the Director

of Engineering and Operations approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Warranty Period").

g) The Maintenance Warranty Period for Primary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Primary Services.

h) The Maintenance Warranty Period for Secondary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Secondary Services.

55. Certificate of Final Acceptance

a) Upon expiration of the two (2) year Maintenance Warranty Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Engineering and Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Engineering and Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule "C" of the Certificate of Final Acceptance have been met.

b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Secondary Services.

c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Engineering and Operations the Maintenance Warranty Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Engineering and Operations.

d) The Director of Engineering and Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

56. Assumption of Municipal Services

a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:

i) an Assumption By-Law for Primary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Primary Services; and

ii_ an Assumption By-Law for Secondary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Secondary Services.

b) The Assumption By-Law for Primary Services shall not include the following Primary Services:

i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and

ii) the Utility Services other than the streetlights.

c) The Assumption By-Law for Secondary Services shall include the j following Primary/Secondary Services:

iv) finished streets and roadways as constructed by the Developer within the Plan of Subdivision; and

v) all Secondary Services constructed by the Developer in accordance with the approved Plans and this Agreement.B

57. INTERPRETATION

It is hereby agreed that in construing this Agreement the words “Developer” and the personal pronoun “he”, “it”, “his” or “him” relating thereto and used therewith, shall be read and construed as “Developer or Developers”, and “he”, “she”, “it” or “they”, “his”, “hers”, “its” or “their”, and “him”, “her”, “it” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

1399908 ONTARIO LTD.

WITNESS

RAY KHANNA
I HAVE THE AUTHORITY TO BIND THE CORPORATION

1379296 ONTARIO INC.

Sunil Gupta

WITNESS

ELAINE HRISTOVSKI
I HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF PORT COLBORNE, Per:

WILLIAM C. STEELE, MAYOR

AMBER LAPOINTE, CLERK

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE “A”

Description of Lands

Lots 48 to 75 inclusive Registered Plan 59M-195 City of Port Colborne, Regional Municipality of Niagara.

SCHEDULE “B”

Lands Conveyed for Public Purposes

The Developer shall convey free and clear of all encumbrances and at their own expense, easements to the City, over, under and through the following:

Easements
Parts 7 to 13 inclusive for storm drainage purposes laid out on reference plan 59R-15883, prepared by Kirkup, Mascoe & Ure Surveying Ltd, June 22, 2017.

Parts 1 to 5 inclusive for storm drainage purposes laid out on reference plan 59R-16623, prepared by Kirkup, Mascoe & Ure Surveying Ltd., January 30, 2020.

SCHEDULE “C”

Additional Site Conditions

1. The Developer agrees immediately after the registration of this Agreement, to deliver to the City executed transfers of easements and executed deeds of conveyance sufficient to vest in the City, or where applicable, in any other public authority or person, absolute title in fee simple, free and clear of all liens, charges, encumbrances and easements, the lands as set out in Schedule “B”.

2. The Developer agrees to provide the City with a copy of all documentation for installation of services, including drawings, spreadsheets and forms. This includes digital copies of all drawings in “.dwg”, “.pdf” and “.shp” formats, with the .pdf copy being full size, scalable and stamped, signed and dated by the Developer’s Consulting Engineer to the satisfaction of the Director of Engineering and Operations.

3. The Developer agrees to install the Temporary Swales as shown on Drawing Number 227-GP as part of Stage 1 to ensure drainage for Stage 1 functions until servicing is completed on Stage 2 lands.

SCHEDULE “D”

Roads

The Developer shall clear, excavate and grade the full width of all road allowances within the subdivision, to the City’s standard road cross-section and to the grades approved by the Engineer. The Developer shall dispose of all brush, rubble and surplus material resulting from this operation. The Developer shall construct, as part of the primary services as per roadways identified in Appendix “A”.

SCHEDULE “E”

Sanitary Sewers

The Developer shall construct a sanitary sewer system or systems including all trunk sewer extensions necessary to service the proposed development. All sewers shall be installed in the locations and at the grades and elevations the Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with City, Region, and the Ontario Ministry of the Environment’s design criteria. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed by the Engineer. PVC sewer pipe shall be used for all local and minor collector sewers except where otherwise specified by the Engineer; a minimum pipe size for local sewers 200 mm diameter. The City’s standard manholes of a type approved by the Engineer shall be poured or placed at a minimum spacing of 106 m.

Private Drain Connections

The Developer shall construct separate sanitary sewer connections (laterals) to serve each lot. Sanitary sewer laterals shall be a minimum 100 mm diameter PVC building sewer pipe with proper fittings as designed by City’s construction standards.

Only domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing such lot.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer. Joint use of either the storm or sanitary lateral trenches will be permitted for the installation of water service connections subject to the City’s approval.

SCHEDULE "F"

Storm Sewers and Surface Drains

The Developer shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. All sewers shall be installed in such locations, grades and depths as the Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area the proposed development is located in. The storm sewer shall be designed to accommodate all roof water and surface run-off from roads and properties.

Concrete pipe of the gasket joint, or other approved type, shall be used, minimum pipe size for storm sewer 300 mm diameter, except where otherwise specified by the Engineer.

Private Drain Connections

The Developer shall construct separate storm sewer connections (laterals) to serve each lot. Storm sewer laterals shall be a minimum 125 mm diameter PVC building sewer pipe with proper fittings as designated by City's construction standards.

The foundation drains shall be collected in a sump from which they will be pumped and discharged to the surface in such a manner that any water collected shall drain away from the foundation. In no case shall the foundation drains be connected to the sanitary sewer lateral. Foundation drain connections may be made to the storm sewer lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

Roof water from any building constructed on any lot shall be discharged directly to the ground through rain water leaders.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer. Joint use of either the storm or sanitary lateral trenches will be permitted for the installation of water service connections subject to the City's approval.

SCHEDULE "G"

Watermains

The Developer shall construct a complete watermain system or systems, and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be prepared and/or approved by the City and constructed in accordance with its specifications. All watermains shall be sufficient size to service the subdivision, and the lands outside the subdivision, which will require the use of the subdivision's watermains as trunk or feeder mains.

The Developer shall be responsible for any damage causing to such watermains and appurtenances that may occur during construction of buildings on the lands and during the grading of same.

The Developer shall ensure that all service boxes located on the street line shall be adjusted to meet the finished boulevard elevation at the time of final grading of the boulevards and sodding.

The Developer agrees to obtain and comply with the necessary City watermain approvals to connect to the existing municipal water service.

The Developer will need to comply with the City's most recent commissioning plan at the date of construction.

SCHEDULE “H”

Sidewalks

The Developer shall construct and pay the cost of concrete sidewalks along the roads as shown hereunder. The said sidewalks are to be constructed to the satisfaction of the City and the specifications as required by the Engineer and shall be 1.5 m in width and 125 mm in thickness per Drawing Number 227-GSP.

1. Along the north, south and east side of Oriole Crescent along the

    - South and west side of Lot 69
    - West sides of Lots 70 to 73
    - West and north side of Lot 74
    - North side of Lot 75
    - South side of Lot 38, Apollo Drive
    - North side of Lot 58, Apollo Drive

SCHEDULE “I”

Streetlights

The Developer shall construct and pay the cost of a streetlighting network on Oriole Crescent. The streetlights will be installed as per approved design by Canadian Niagara Power Company Inc., in accordance with all applicable City standards as per Appendix “A” Drawing Number SL-1 by RTG Systems Inc. The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

The Developer shall install the most recent City approved fixtures.

SCHEDULE "J"

Subdivision Deposit

NAME OF SUBDIVISION: Meadow Heights Phase II – **Stage 1**
OWNER: 1399908 ONTARIO LTD.

CONSTRUCTION COST YEAR: 2020

		DEPOSIT	Letter of Credit	Cash Deposit
1.	General	$74,950.00	$74,950.00	
2.	Primary Services (Security for Construction Lien Act)	$864,435.75	$86,443.57	
3.	Secondary Services (120% Deposit)	$213,690.00	$213,690.00	
4.	Inspection Charges	$23,000.00 (received)		$8,312.00
5.	Street Lighting & Hydro	$38,335.00	$38,335.00	
6.	Tree Planting	$10,500.00	$10,500.00	
7.	Street Name Signs	$2,000.00		$2,000.00
8.	Sewer Cleaning	$18,360.00	$18,360.00	
9.	Lot Grading	$52,000.00	$52,000.00	
			$494,278.57	$10,312.00

10. Details of Letters of Credit and Cash Deposit

Remittance of cash deposit of $8312.00 should be made payable to The Corporation of the City of Port Colborne and the Letters of Credit should be drawn as follows:

City of Port Colborne (General)	$74,950.00
City of Port Colborne (Primary Services)	$86,443.51
City of Port Colborne (Secondary Services)	$213,690.00
City of Port Colborne (Street Lighting & Hydro)	$38,335.00
City of Port Colborne (Tree Planting)	$10,500.00
City of Port Colborne (Sewer Cleaning)	$18,360.00
City of Port Colborne (Lot Grading)	$52,000.00

11. Details of Deeds Required

Parts 1 to 13 on Plan 59R-15883 and Parts 1 to 5 on Plan 59R-16623 inclusive for storm drainage purposes (to City)

NOTE: A signed Inhibiting Order must accompany this subdivision agreement. Further confirmation of the partial discharge of any mortgage or other encumbrance affecting the lands being conveyed to the City or Region must be provided to the City or Region.

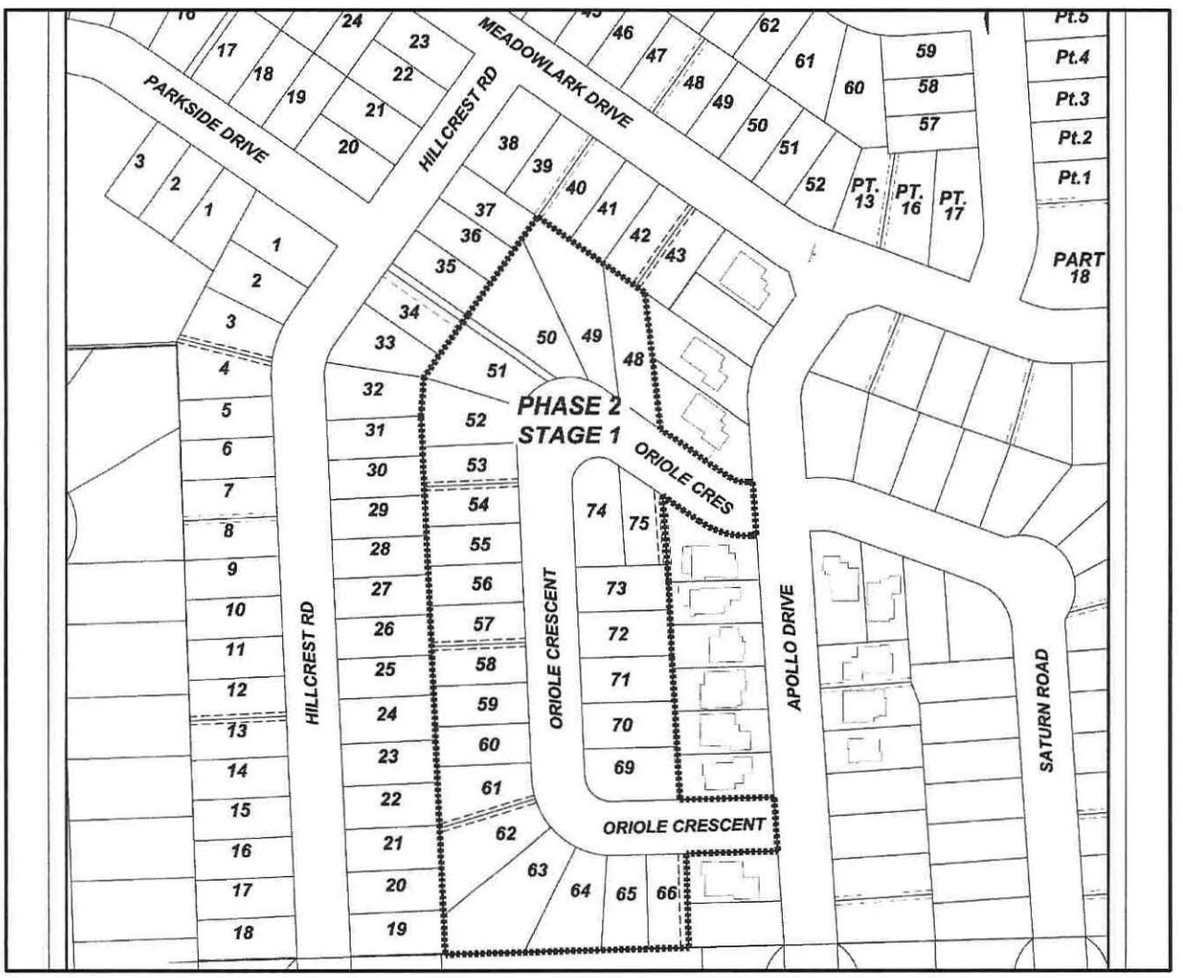
12. Details of Easments Required

None.

NOTE: Should any of the following land be encumbered with mortgages, etc. the mortgages must consent to the documents.

SCHEDULE “K”

Subdivision Phase 2, Stage 1



Excerpt from Meadow Heights Phase 2, Stage 1

APPENDIX “A”

Plans, Profiles and Specifications

1. General Notes and Details, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-GND.

2. Plan & Profile – Oriole Crescent from STA – 0+000 to 0+160, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-PP1.

3. Plan & Profile – Oriole Crescent from STA 0+160 to 0+320, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-PP2.

4. Design Cross Sections 1 to 4, Meadow Heights, Phase 2, prepare by Upper Canada Consultants, dated April 9, 2020, Drawing Numbers 227-XSC1 to XSC4.

5. General Servicing Plan 227-GSP

6. General Grading Plan 227-GP

7. General Streetscaping Plan 227-SS

PORT COLBORNE

Subject: **Purchase of 15 King Street**

To: **Council**

From: **Development and Business Enterprises Department**

Report Number: 2026-118

Meeting Date: July 14, 2026

Recommendation:

That Government Relations and Government Business Enterprises Department Report 2026-118 be received; and

That Council approve the Agreement of Purchase and Sale between the City of Port Colborne and West Pier Inc. regarding the purchase of 15 King Street; and

That the Mayor and City Clerk be authorized the execute the Agreement of Purchase and Sale by-law and other documentation required to complete this transaction.

Purpose:

The purpose of this report is to seek Council approval to purchase 15 King Street to help achieve the City's vision for waterfront redevelopment.

Background:

Since 2020, City Council and staff have been discussing projects to improve public access to the waterfront, attract public and private investment, rehabilitate port assets, repurpose underutilized and vacant properties, and increase economic and tourism activity. The City's focus on the waterfront has been an integral part and key theme of our past and current strategic plans.

In 2021, the federal government provided the City with $750,000 from the Canada Community Revitalization Fund to carry out public engagement, create concept plans and architectural designs for a new waterfront centre, and complete Phase 1 and Phase 2 Environmental Site Assessments to determine the extent of contamination and identify remediation options and cost estimates.

Discussion:

Realizing any waterfront redevelopment vision aligned with the City's Strategic Plan, tourism and economic development objectives will require City control of the lands through either ownership, leases, or easements. The City owns the former Niagara Region water tower land at the corner of King Street and Sugarloaf Street, and currently has 12 active leases with the St. Lawrence Seaway Management Corporation ("Seaway") for Transport Canada lands throughout Port Colborne.

City officials have met with senior real estate officials from Transport Canada, shared concept plans, and discussed the City's desire to acquire federal lands. These discussions are ongoing. City officials have also submitted a Letter of Intent to the Seaway confirming the City's interest in a consolidated long-term lease agreement for all the properties in the subject area including the ones currently under lease.

One of the properties within the subject area is 15 King Street owned by West Pier (see Appendix C). The West Pier building is 15,198 sq. ft. and sits on .35 acres. The property has a frontage of 84 ft. and a depth of 180 ft.

Staff recommend that Council approve the purchase of 15 King Street in the amount of $1.2 million.

Acquiring this property will help facilitate conversations to redevelop the waterfront that would see expanded parkland and a potential hotel. Ownership of this property allows the City to continue to advance plans for waterfront redevelopment.

The plan is for West Pier to enter into a lease agreement with the City to continue to occupy and use 15 King Street until a new facility that they will use is constructed.

Internal Consultations:

Staff from Public Works, Tourism, Planning, Economic Development, Government Relations, Corporate Communications, and the Office of the CAO have been working collaboratively on waterfront related projects and future development.

Financial Implications:

It is recommended that the purchase of 15 King Street be funded from the City's Parkland Dedication Fund, which has a balance of approximately $2 million, as this purchase will facilitate the expansion of parkland along the waterfront.

The City is actively working on grant opportunities to support the revitalization of the waterfront.

Public Engagement:

There was significant public engagement conducted in 2023 including surveys, open houses with the community and engaged parties, and a public information centre at the Farmer's Market. The feedback was very positive regarding the City's proposed plans to revitalize the waterfront.

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
- Sustainable and Resilient Infrastructure

Conclusion:

Waterfront development has been an area of strategic focus for Council, staff, and the community.

Staff are recommending Council approve the purchase of the 15 King Street and that the Mayor and City Clerk be authorized to sign the agreement, by-law, and other documentation for this transaction.

Appendices:

a. 15 King Street, Port Colborne Property Map

b. Agreement of Purchase and Sale

c. By-law

Respectfully submitted,

Gary Long
Director of Development and Business Enterprises

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

Subject Property - Owned by West Pier Marine

APPENDIX A
REPORT 2026-118

N

NOT TO SCALE

PORT COLBORNE

Appendix B
2026-118

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Purchaser**")

- and -

WESTPIER INC.
the "**Vendor**")

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

1. **Real Property**

Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises municipally known as 15 King Street, Port Colborne and legally described as PT LT 28 CON 1 HUMBERSTONE AS IN RO779773; PORT COLBORNE, being all of PIN 64457-0102 (LT) (the "**Property**").

2. **Payment of Purchase Price**

The purchase price for the Property is ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) (the "**Purchase Price**") plus Harmonized Sales Tax ("**H.S.T.**"), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) Dollars by wire transfer or certified cheque drawn against the trust account of Flett Beccario, as the Vendor's solicitors (the "**Deposit**"). The Deposit will be held in trust pending completion or other termination of this transaction, and it will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) Upon the completion of the transaction contemplated herein (the "**Closing**"), the Purchaser will be pay the sum of ONE MILLION ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS ($1,175,000.00) subject to the usual adjustments, if any.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, save only any easements for servicing or utilities, municipal agreements, registered restrictions, restrictive covenants, municipal by-laws, or governmental enactments. The Purchaser is not to call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser is allowed until ten (10) days prior to Closing to examine the title at their own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in

respect of such objections, be null and void and any deposit shall be returned by the Vendor to the Purchaser forthwith without interest or deduction and the parties shall have no other liabilities to each other. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

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

5. Purchaser's Acceptance of Real Property "As Is, Where Is"

(a) The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties with respect to the Property or the fitness of the Property for the Purchaser's intended uses, and, the Property is being sold by the Vendor and accepted by the Purchaser on an "As Is, Where Is" basis, including without limitation, state of title, outstanding work orders, zoning and development approval status, locations of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachments by buildings or fences or otherwise on the Property or adjoining properties or streets, soil condition, environmental status and as to quantity, quality or condition.

(b) The Purchaser agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Property, or any part thereof, into such compliance.

6. Lease

On Closing, the Purchaser (referred to in this paragraph 6 as the "**Landlord**"), as landlord, and the Vendor (referred to in this paragraph 6 as the "**Tenant**"), as tenant, will enter into a lease (the "**Lease**") which will contain the following terms:

(a) The term will start on the Closing Date and it will end on the earlier of the following dates:

a. Thirty (30) months following the Closing Date;

b. Thirty (30) days after the Tenant is lawfully able to occupy the new industrial facility being constructed for the Tenant's use on Invertose Drive, Port Colborne (the "**Industrial Facility**");

c. The Tenant covenants to use its best efforts, and take such steps as are necessary, to cause the completion, and begin its occupancy, of the Industrial Facility; and

d. Thirty (30) days after the Tenant delivers a notice of termination to the Landlord.

(b) The base rent under the Lease will be $2.00 per year. This Lease will be a net lease and the Tenant agrees to pay, as additional rent, its cost of operation and maintenance of the Property, including, without limiting the generality of the foregoing, all utilities, realty taxes, maintenance and insurance attributable to the Property;

(c) The Landlord is not responsible for making, or paying for the cost of, any capital repairs or improvements; and

(d) Such other terms as are typically included in the Landlord's standard form of lease, which will be prepared by the Landlord's solicitor.

7. Future Use

The Vendor acknowledges and agrees that the Purchaser is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property, or any other lands that may be occupied or owned by the Vendor.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the 27th day of August, 2026 (the "**Closing Date**").

9. Adjustments, Harmonized Sales Tax and Land Transfer Tax

Realty taxes, local improvements, and assessment rates shall be apportioned and allowed to the Closing Date (with the Closing Date to be for the account of the Purchaser). H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provides to the Vendor an H.S.T. number as proof that it is an H.S.T. registrant under the *Excise Tax Act* ("**ETA**"), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

10. Closing Documents

(a) The Vendor and Purchaser shall cause their respective solicitors to enter into a Document Registration Agreement in prescribed form and content to facilitate the electronic registration required for Closing.

(b) The Vendor represents and warrants that it is not now and shall not at the time of Closing be a non-resident of Canada within the meaning of the *Income Tax Act* (Section 116), and, it shall deliver on closing an affidavit verifying same.

(c) In addition to the other deliveries contemplated herein, the Vendor shall prepare and deliver the Transfer, save for the Land Transfer Tax Statements, and, the parties shall exchange, Undertakings to Readjust and Statement of Adjustments, as necessary.

(d) The Vendor and Purchaser acknowledges and agrees that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Vendor and Purchaser, will (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

11. Non-Merger

It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the Closing of the transaction or the delivery of the transfer but shall survive thereafter.

12. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser, or, by their respective lawyers who may be specifically authorized in that regard.

13. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

14. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired on the Closing Date, and, it shall be sufficient that a negotiable bank draft or certified cheque may be tendered in lieu of cash.

15. Non-Fettering

(a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Purchaser's determinations or actions in the capacity of the Purchaser as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.

(b) All rights, benefits and obligations of the Purchaser under this Agreement shall be rights, benefits and obligations of the Purchaser in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Purchaser in its function and capacity as a municipal corporation with respect to matters of general application.

16. Non-Registration

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledges that in the event that any registration respecting this Agreement or notice thereof occurs, the Vendor, in addition to any other rights or remedies it may have, shall be entitled to injunctive relief, and the Vendor may rely upon this provision in support thereof.

17. Business Day

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

18. Severability

If any provision contained herein shall be found by a court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

19. Notices

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or registered mail to the address set out below or to such other address or facsimile number as may from time to time be the subject of a Notice:

To the Vendor:

WestPier Inc.
577 Elm Street, P.O. Box 267
Port Colborne, ON, L3K 1B7

Attention: Rick Huneault

To the Purchaser:

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

Attention: Chief Administrative Officer

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by registered mail, shall be deemed to have been validly and effectively given and received five (5) business days after the date it was sent, and if sent by facsimile transmission with confirmation of transmission prior to 5 p.m., shall be deemed to have been validly and effectively given and received on the day it was sent, unless the confirmation of transmission was after 5 p.m. or on a non-business day, in which case it shall be deemed to have been given and received on the next following business day.

20. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

21. Counterparts and Electronic Delivery

The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

22. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained, open for acceptance by the Vendor until 5 p.m. on _____, 2026, after which time, if not accepted, such offer shall become null and void.

[**next page is signature page**]

IN WITNESS WHEREOF the Purchaser have executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

WESTPIER INC.

Per: _____
Name: Rick Huneault
Title: President

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

2026-118

The Corporation of the City of Port Colborne

By-law No._____

Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with West Pier Inc.

Whereas at its meeting of July 14, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report 2026-118 Subject: Purchase of 15 King Street.

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with West Pier Inc. regarding the purchase of 15 King Street; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with West Pier Inc. regarding the purchase of 15 King Street.

2. That the Mayor and the City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule “A”, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

3. That the Mayor and City Clerk be and they are hereby authorized to make changes to the purchase agreement (ie. closing date) which are not material and do not impact the purchase price.

Enacted and passed this 14th day of July, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

PORT COLBORNE

Subject: **Disposition of City Property Invertose Parcel A – Agreement of Purchase and Sale**

To: **Council**

From: **Planning and Development**

Report Number: 2026-85

Meeting Date: July 14, 2026

Recommendation:

That Planning and Development Report 2026-85 be received; and

That Council approve entering into the Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming) for the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344; and

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

Purpose:

The purpose of this report is to bring forward the Agreement of Purchase and Sale (APS) and by-law to formally approve the sale of the City parcel legally described as Part of Lot 27 Concession 3 Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344 as shown in Appendix A.

Background:

The Planning and Development team created a City Real Estate Initiative focused on identifying property that may be surplus to City needs and marketed for residential,

commercial, and industrial development to create opportunities for jobs, economic development and housing, in line with the City's Strategic Plan.

In 2022, the City engaged Terrastory Environmental Consulting Inc. to conduct an Environmental Impact Assessment (EIA) on Invertose Drive Parcel A which is City owned land located on the northeast portion of Invertose Drive in preparation of a future sale. This EIA supported the development of site plan designs and concepts. In 2023, to improve access to the parcel, the fire hydrant was relocated. Water and wastewater was brought to the property line to increase the marketability of the property parcel for future disposition.

City staff issued a Request for Proposals (RFP) for the property in March 2024 and the RFP was shared with approximately 50 potential investors and developers. The parcel is zoned Heavy Industrial (HI) and is serviced to the lot line.

The property was declared surplus by Council in April 2025 through Report 2025-56.

Discussion:

The Invertose Drive Parcel A is a 21.82-acre parcel, with approximately 8 acres being developable at this time (see Appendix A). The City acquired a large swath of land in 2013 and this parcel was created from it. The entire 21.82-acre parcel will be conveyed to the purchaser.

The property is located within the boundary of the Gateway Community Improvement Plan (CIP) incentives, qualifying the purchasers for the 10-year Tax Increment Grant (TIG) provided they meet the eligibility criteria.

The property does not currently generate tax revenue for the City. Staff have identified that a better use of the parcel would be achieved through private ownership. Selling this parcel to the private sector would fulfill the goals of the surplus land review and continue to attract private sector investment to the City. The sale of the subject parcel, which is being severed, will generate taxes upon the completion of the sale.

Following the open RFP process, the initial offer by the Primeway Group was received by Council in closed session on May 28, 2024 along with a Memorandum - Development RFPs for City properties – Potential Disposition. Staff were directed to finalize an APS with the Primeway Group. The sale has been conducted in accordance with the Sale of Land Policy.

The City Solicitor has reviewed the draft APS (Appendix B) and incorporated wording and conditions important to the City. This version of the agreement has been reviewed and approved by the purchaser and is recommended for Council approval.

Internal Consultations:

The Planning and Development team have consulted with the Public Works Department, and there is no intended future use for this property by the City. The Planning Division has indicated that the highest and best use of this property would be a development that aligns with the Heavy Industrial zoning and other nearby and adjacent industrial companies.

Financial Implications:

This property is recommended for sale to PWG Invertose Inc. (also known as the Primeway Group, owner Keith Cumming), for $1,200,000 ($150,000 per acre, based on 8 currently usable acres) plus applicable taxes and legal closing costs. As per the Sale of Land Policy, proceeds will be directed to the Economic Development Land Reserve.

The property currently does not generate any taxes for the City of Port Colborne. Once this property has been sold it will be re-assessed by the Municipal Property Assessment Corporation (MPAC) creating an additional taxable property in the City.

Public Engagement:

City staff issued a Request for Proposals (RFP) for the Invertose Drive Parcel A on March 21, 2024 with a deadline of April 19, 2024. The RFP was posted on the City's website and the RFP opportunity was shared with approximately 50 potential investors and developers who have expressed interest in surplus land opportunities.

Strategic Plan Alignment:

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

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

Conclusion:

The Invertose Drive Parcel A is a surplus City property in the industrial area of the City. Staff issued an RFP as per Council direction to solicit offers and City staff have adhered to the City's Sale of Land Policy.

Staff are recommending that Council approve the Agreement of Purchase and Sale between the City and PWG Invertose Inc. (also known as the Primeway Group) for Invertose Drive Parcel A for $1,200,000 plus applicable taxes and City legal closing costs and that the attached by-law be approved.

Appendices:

a. Invertose Parcel A Map

b. Agreement of Purchase and Sale and By-law

Respectfully submitted,

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

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

Report Approval:

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

Elm St
Elm St
Elm St
Canal Service Rd
Welland Canal
Canal Service Rd
Part of Lot 27
Concession 3
and
Part of the Road Allowance
Between Lots 26 & 27
60
Invertose Dr
Invertose Drive
Invertose Dr

The Corporation of the City of Port Colborne

By-law No._____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming) for the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344

Whereas at its meeting of July 14th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-85 City Property Disposition – Invertose Drive; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming) for the sale of the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344 for the sale price of $1,200,000 and associated fees;

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming) for the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344, with the said Agreement attached hereto as Schedule “A”.

2. That the Mayor, 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 herby authorized to affix the Corporate Seal thereto.

3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.

4. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this 14th day of July, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the 16th day of February, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

PWG INVERTOSE INC.
(the "**Purchaser**")

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

1. **Real Property**

Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as PART OF LOT 27 CONCESSION 3 HUMBERSTONE; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 26 AND 27 HUMBERSTONE (CLOSED BY BY-LAW 567 AND DESCRIBED IN INSTRUMENT NO. BB53056); DESIGNATED AS PART 1, PLAN 59R-18344; PORT COLBORNE, being part of PIN 64137-0274 (LT) (the "**Property**"); and

2. **Payment of Purchase Price**

The purchase price for the Property is ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) (the "**Purchase Price**") plus Harmonized Sales Tax ("**H.S.T.**"), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay ONE HUNDRED AND TWENTY-THOUSAND ($120,000.00) Dollars by wire transfer or certified cheque to Flett Beccario, In Trust, as the Purchaser's solicitors (the "**Deposit**"). The Deposit will be held in trust pending completion or other termination of this transaction, and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) On closing, the sum of ONE MILLION EIGHTY-THOUSAND DOLLARS ($1,080,000.00), subject to the usual adjustments, if any, payable by wire transfer or a certified cheque drawn against the trust account of a law firm in Ontario, to the Vendor, or as it may direct, on the Closing Date.

3. **Title Clause**

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

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within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

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

5. Conditions

The Vendor's obligation to complete the transaction of purchase and sale contemplated under this Agreement is conditional for a period of sixty (60) days after the date of acceptance of this Agreement (the "**Conditional Date**") upon the Vendor being satisfied in its sole, absolute and unfettered discretion with respect to each of the following (the "**Vendor's Conditions**"):

(a) the Purchaser has entered into a lease with Westpier Marine & Industrial Supply Inc., or one of its affiliated corporations, following Closing for a term of at least five (5) years and which allows for the tenant to occupy the industrial building to be constructed on the Property; and

(b) the Purchaser will have submitted an application for Site Plan Approval with respect to the Purchaser's proposed construction of an industrial building on the Property.

The foregoing conditions are for the sole benefit of the Vendor and may be waived by the Vendor in its sole, absolute and unfettered discretion in whole or in part by written notice to the Vendor or its solicitors. In the event that notice of the satisfaction or waiver of this condition has not been provided in writing by the Vendor to the Purchaser, or the Purchaser's solicitors, prior to 5 pm on the Conditional Date, then this Agreement shall come to an end upon which it is agreed that neither party shall have any further rights or obligations hereunder and the Deposit will be returned to the Purchaser without deduction.

6. Purchaser's Acceptance of Real Property "As Is, Where Is"

(a) The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties with respect to the Property or the fitness of the Property for the Purchaser's intended uses, and, the Property is being sold by the Vendor and accepted by the Purchaser on an "As Is, Where Is" basis, including without limitation, state of title, zoning and development approval status, locations of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachments by buildings or fences or otherwise on the Property or adjoining properties or streets, soil condition, environmental status and as to quantity, quality or condition.

(b) The Purchaser agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Property, or any part thereof, into such compliance. Notwithstanding the foregoing, the Vendor agrees to provide the Purchaser with an up-to-date topographical survey of the Property prior to the Closing Date.

7. Environmental

(a) The Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances,

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liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "**Environmental Matters**") and that the Purchaser takes the Property "as is" and relies upon their own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns and its employees and agents (collectively, the "**Vendor Parties**"), will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Vendor Parties in respect of any Claims in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any municipal, provincial, federal or other governmental body, board, commission, authority, department or ministry, or employees, officials or representatives thereof.

(b) As of and from the Closing Date, the Purchaser shall release the Vendor Parties, and their successors and assigns, from and against all Claims, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the "**Substances**"), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.

(c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor Parties, and their successors and assigns, from any and all Claims arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. These provisions shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser's interest in the Property.

8. Future Use

(a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

(b) The Purchaser acknowledges and agrees that the Vendor is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property by the Purchaser.

9. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the 30th day following the delivery of a notice of fulfillment of all conditions (the "**Closing Date**").

10. Adjustments, Harmonized Sales Tax and Land Transfer Tax

The Purchaser will pay for the Vendor's legal costs incurred in connection with this transaction. Realty taxes, local improvements, and assessment rates shall be apportioned and allowed to the Closing Date (with the Closing Date to be for the account of the

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Purchaser). H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* ("**ETA**"), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

11. Closing Documents

(a) The Vendor and Purchaser shall cause their respective solicitors to enter into a Document Registration Agreement in prescribed form and content to facilitate the electronic registration required for closing.

(b) The Vendor represents and warrants that it is not now and shall not at the time of closing be a non-resident of Canada within the meaning of the *Income Tax Act* (Section 116), and, it shall deliver on closing an affidavit verifying same.

(c) The Purchaser agrees to sign and deliver the Re-Conveyance Agreement attached as Schedule "A" hereto. This Re-Conveyance Agreement will be registered on title to the Property on Closing in priority to any charges, liens or other encumbrances.

(d) In addition to the other deliveries contemplated herein, the Vendor shall prepare and deliver the Transfer, save for the Land Transfer Tax Statements, and, the parties shall exchange, Undertakings to Readjust and Statement of Adjustments, as necessary.

(e) The Vendor and Purchaser acknowledges and agrees that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Vendor and Purchaser, will (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

12. Non-Merger

It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the closing of the transaction or the delivery of the transfer but shall survive thereafter.

13. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser, or, by their respective lawyers who may be specifically authorized in that regard.

14. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

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15. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired on the Closing Date, and, it shall be sufficient that a negotiable bank draft or certified cheque may be tendered in lieu of cash.

16. Non-Fettering

(a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Vendor's determinations or actions in the capacity of the Vendor as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.

(b) All rights, benefits and obligations of the Vendor under this Agreement shall be rights, benefits and obligations of the Vendor in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Vendor in its function and capacity as a municipal corporation with respect to matters of general application. Without limiting the generality of the foregoing, nothing in this Agreement constitutes a waiver or exception of or from the Purchaser from complying with, obtaining and being subject to all necessary consents, permits, licenses or approvals from the Vendor in its capacity as a municipal corporation, in connection with any design, construction or development of anything on the Property.

17. Non-Registration

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledge that in the event that any registration respecting this Agreement or notice thereof occurs, the Vendor, in addition to any other rights or remedies it may have, shall be entitled to injunctive relief, and the Vendor may rely upon this provision in support thereof.

18. Business Day

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

19. Severability

If any provision contained herein shall be found by a court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

20. Notices

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or registered mail to the address set out below or to such other address or facsimile number as may from time to time be the subject of a Notice:

To the Vendor:

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

Attention: Chief Administrative Officer

To the Purchaser:

125 Hagar St.,
Welland, ON L3B 5V9

Attention: Keith Cumming

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by registered mail, shall be deemed to have been validly and effectively given and received five (5) business days after the date it was sent, and if sent by facsimile transmission with confirmation of transmission prior to 5 p.m., shall be deemed to have been validly and effectively given and received on the day it was sent, unless the confirmation of transmission was after 5 p.m. or on a non-business day, in which case it shall be deemed to have been given and received on the next following business day.

21. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement. The Purchaser shall be entitled to assign all of its rights under this Agreement to another person or entity, provided that the assignee is related to the Assignor within the meaning of the *Income Tax Act* (Canada) and the assignee covenants to be bound by the terms of this Agreement as if it were an original signatory thereto.

22. Counterparts and Electronic Delivery

The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

23. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained, open for acceptance by the Vendor until 5 p.m. on February 24, 2026, after which time, if not accepted, such offer shall become null and void.

[**next page is signature page**]

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IN WITNESS WHEREOF the Purchaser have executed this Agreement the 16th day of February, 2026.

PWG INVERTOSE INC.

Per: Keith M. Cumming
Name: Keith Cumming
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the 17th day of February, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"

[Re-conveyance Agreement]

RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the 16th day of February, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**City**")

- and -

PWG INVERTOSE INC.
(the "**Purchaser**")

RECITAL:

A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2026 authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands legally described as PART OF LOT 27 CONCESSION 3 HUMBERSTONE; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 26 AND 27 HUMBERSTONE (CLOSED BY BY-LAW 567 AND DESCRIBED IN INSTRUMENT NO. BB53056); DESIGNATED AS PART 1, PLAN 59R-18344; PORT COLBORNE, being part of PIN 64137-0274 (LT) (the "**Property**"), and, subject to the City reserving the right to a re-conveyance of the Property.

B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

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

1. <u>RIGHT TO RE-CONVEYANCE</u>

(a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the construction of an industrial building within eighteen (18) months of registration of the Transfer of the Property from the City to the Purchaser, and which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. obtain building permits and begin construction of an industrial building within thirty (30) months of registration of the Transfer of the Property;

(b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 1(a)(I) and (II).

(c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.

(d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 1(a) or (b), it shall do so for the sum of ONE MILLION TWO

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HUNDRED THOUSAND DOLLARS ($1,200,000.00), subject to adjustments for the amount of any taxes then due and owing against the Property plus the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser.

(e) On the date which is thirty (30) days after the City exercises its right to receive a re-conveyance of the Property (the "**Closing Date**"), the Purchaser will convey the Property to the City subject to the terms provided for in this Agreement. The Purchaser shall give vacant possession of the Property to the City on the Closing Date.

(f) In addition to Section 1(e) above, the Purchaser undertakes to obtain and register good and valid discharges and/or releases of all liens, charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option to purchase the Property. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such liens, charges or other encumbrances.

(g) The City agrees to postpone the right of re-conveyance to a mortgage that is registered to secure the necessary financing to the Purchaser to fund the construction of the proposed industrial building on the Property, subject to the following:

I. the Purchaser covenants to provide a binding loan agreement with the construction lender and such other loan documents that the City may reasonably request; and

II. based on the review of the documents provided for in paragraph (1) above, the City is satisfied that the mortgage to be postponed is for construction of the proposed industrial building and all necessary site works on the Property that has been approved by the City in a Site Plan Agreement referred to in Section 1(a)(I) of this Agreement.

2. SALE BY PURCHASER OF PROPERTY WITHIN TWO YEARS

The Purchaser shall not be permitted to sell, convey, assign, or transfer the Property or any part thereof to a non-arm's length person or entity within two (2) years after closing of the purchase of the Property or enter into any agreement with any third party to effect any of the foregoing (all of the foregoing being referred to as a "**Transfer**") unless the Purchaser complies with the following:

(a) In the event the Purchaser receives an offer for the Transfer of the Property for an amount of the sale price in excess of $1,200,000 and there has been no building or significant structure built on the Property (as is determined by the City in its sole discretion), the Purchaser shall be permitted to Transfer the Property provided that it pays to the City an amount equal to fifty percent (50%) of the purchase price in excess of $1,200,000. The Purchaser will consent to this restriction being registered on title to the Property immediately after the registration of the aforementioned option to purchase.

3. NON-ASSIGNMENT

The Purchaser shall not have the right to assign this Agreement to any person or other entity without the prior written consent of the City, which consent may be unreasonably denied.

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4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. NOTICES

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

66 Charlotte Street, Port Colborne, ON L3K 3C8
Attention: Chief Administrative Officer
Facsimile: (905) 835-2939
Telephone: (905) 835-2900

(b) **Purchaser:**

125 Hagar St.,
Welland, ON L3B 5V9

Attention: Keith Cumming
Facsimile:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

6. SUCCESSORS AND ASSIGNS

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

7. COUNTERPARTS AND ELECTRONIC DELIVERY

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

KMC

IN WITNESS WHEREOF the Purchaser has executed this Agreement the 16th day of February, 2026.

PWG INVERTOSE INC.

Per: Keith M. Cumming
Name: Keith Cumming
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the 17th day of February, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the City.

PORT COLBORNE

Subject: **Wignell Municipal Drain Summary**

To: **Council**

From: **Public Works Department**

Report Number: 2026-58

Meeting Date: July 14, 2026

Recommendation:

That Public Works Department Report 2026-58 be received; and

That Council proceed with the third and final reading of By-law 7232/54/24 with amended changes, to adopt the Wignell Municipal Drain Report as prepared by Paul Marsh of EWA Engineering Report.

Purpose:

The purpose of this report is to provide Council with an update on the Wignell Municipal Drain Engineer's Report following the completion of the appeal process under the Drainage Act. This report summarizes the changes resulting from Tribunal decisions and seeks Council's approval to proceed with the third and final reading of the drainage by-law, as required before the Engineer's Report comes into effect and construction can proceed.

Background:

Municipal drain engineering reports follow the legislative process set out in the Drainage Act, which includes several required meetings, notices, and opportunities for appeal before the report can come into effect. As a result, the process can span several years. The timeline below summarizes the key milestones and decisions that have occurred throughout the Wignell Municipal Drain project.

- **April 23 and May 21, 2024** – The Meeting to Consider the Engineer’s report was held.
- **June 14, 2024** – Following the meeting, a notice was mailed to all assessed landowners advising of the provisional adoption of By-law 7232/54/24 and

outlining the available appeal processes, including the Court of Revision, Agriculture, Food and Rural Affairs Appeal Tribunal, and Referee.

- **July 8, 2024** – The Court of Revision was held.
- **August 7, 2024** – The Court of Revision decision was mailed to all assessed landowners (Appendix B).
- **April 22, 23, and July 15, 22, and 23, 2025** – The Agriculture, Food and Rural Affairs Appeal Tribunal heard the appeals.
- **January 12, 2026** – The Tribunal issued its decision, which was mailed to all assessed landowners.
- **March 23, 2026** – Following a review of the Tribunal's decision (Appendix C), staff requested clarification regarding Order [123], as its intent was unclear. The Tribunal provided clarification on March 23, 2026.

Discussion:

The changes resulting from the Tribunal hearings and the impact on assessed parties are summarized below.

The Court of Revision heard six separate appeals. One of the appellants was successful in demonstrating that the assessment of their property was unjust as the land does not drain in the direction originally assumed by the engineer. The estimated assessment for this parcel was then added to the assessment for the nearest municipally owned road.

The panel for the Court of Revision also deemed that, upon review of the report and representations made at the Meeting to Consider, the Court of Revision further directs that the costs of the retaining wall that was constructed in 2007 as defined as interval 3 in the construction schedule shall be paid by the municipal road authority.

The costs associated with the retaining wall have since been removed from the Wignell Drain financial account and paid by the general levy on December 31, 2024. The amount for the retaining wall was as follows:

Construction costs of retaining wall	$241,254.46
Retaining wall interest on fees	$46,079.21
Total cost	$287,333.67

Following the Court of Revision, two appeals then proceeded to the Tribunal. The decision of the Tribunal impacted four separate sections of the engineering report: (1) Bank Restoration Improvement Program, (2) the engineering fees obtained prior to the appointment of EWA Engineer in 2018, (3) pumping options and (4) pumping assessments. These items are expanded on below.

1. Bank Restoration Improvement Program - Statement [118] of the Decision

- **Original Engineer Report:** The original report assessed bank restoration work as 13% of the total cost to be paid by the requesting landowner and the remaining 87% of the cost to be assessed upstream of the works.
- **Tribunal Decision:** The Tribunal reassessed the portions to be 30% Special Benefit to the landowner who is requesting the work and 70% Outlet Benefit to the upstream landowners.

2. Previous Engineering Fees - Statement [120] of the Decision
   - **Original Engineer Report:** The report included the fees of Wiebe Engineering and Amec Foster Wheeler for engineering services incurred against the Wignell Drain project. Neither firm completed the work they were contracted to complete.
   - **Tribunal Decision:** The Tribunal ordered that those fees be removed from the total cost of the project and that they be paid fully by the municipality. Unknown at the time of the engineer's report, additional invoices from Wiebe Engineering and Amec Foster Wheeler, related to the work they performed on the Wignell Drain, were discovered to have been incorrectly charged to a different drainage project. This discovery came during a review of the all drainage project accounts as part of the December 31, 2025 year-end close process. As part of that review, corrections were made to the respective drainage project accounts.

     A summary of the costs to be paid by the municipality are as follows:

Wiebe engineering fees	$233,620.77
Wiebe engineering interest on fees	$26,649.45
Amec Foster Wheeler fees	$38,811.10
Amec Forster Wheeler interest on fees	$10,446.50
Total additional municipal cost	$309,527.82

3. Pumping Options - Statement [121] of the Decision
   - **Original Engineer Report:** The report provided 2 options for pumping should it be required.
     - Option 'A' to replace the previously failed pumping system or
     - Option 'B' use a trailer mounted pumping system on a when and as needed requirement
   - **Tribunal Decision:** The Tribunal ordered that Option 'B' shall be followed.

4. Pumping Assessment – Statement [123] of the Decision
   - **Original Engineer Report:** The report stated the property owner who requests the pumping shall pay the full cost associated with the pumping

- **Tribunal Decision:** The Tribunal ordered that the pumping costs shall be divided as a 50% Outlet Liability and 50% Benefit to any land lower than the top of the gates at the outlet.

All the changes as described above from the Court of Revision and the Tribunal have been addressed in the Engineer's Assessment Tables as attached to By-law 7232/54/24.

Internal Consultations:

Internal consultations have taken place to discuss staff scheduling for the works to be constructed.

Financial Implications:

When the municipality completes work on a municipal drain, the costs are held at the City's expense until the time of billing, at which point those funds can be collected from the property owners within the watershed. Should these amounts not be collected from the assessed parties, the costs will need to be paid by the general tax base.

The Tribunal's decision requires the City to pay $309,528 for incomplete engineering services of Wiebe Engineering and Amec Foster Wheeler. This amount will be funded from the Drainage Reserve. However, as the Drainage Reserve currently has a balance of only $200,000, this transaction will place the reserve in a deficit position of $109,528.

This deficit will be funded through annually budgeted contributions to this reserve to cover the City portion of drainage work.

Public Engagement:

The Drainage Act is a public process. The last correspondence was the final requirement of the Section 78 process which is the mailing of the Decision of the Tribunal. Staff will contact the riparian landowners for site meetings prior to construction and entering their private properties.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community

- Sustainable and Resilient Infrastructure

Conclusion:

Through the approval of this report and proceeding with the requisite reading of the by-law for the Wignell Municipal Drain, staff can proceed with the reconstruction of this drain.

Appendices:

a. By-law 7232/54/24

b. Decision of the Court of Revision dated August 7th, 2024

c. Decision of the Tribunal dated December 30, 2025

Respectfully submitted,

Alana Vander Veen
Drainage Superintendent
905-228-8127
Alana.VanderVeen@portcolborne.ca

Report Approval:

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

The Corporation of the City of Port Colborne

By-Law No. 7232/54/24

Being a by-law to provide for a Section 4 and Section 78 Engineer's Report for Drainage works in the City of Port Colborne In the Regional Municipality of Niagara Known as the Wignell Municipal Drain

Whereas the Wignell Drain is a municipal drain within the limits of The Corporation of the City of Port Colborne, having status under the *Drainage Act R.S.O. 1990;* and

Whereas on the 23rd day of July, 2018, the Council of the City of Port Colborne appointed Paul Marsh, P. Eng of EWA Engineers Inc., to prepare a new report; and

Whereas pursuant to Section 78 of the *Drainage Act,* R.S.O. 1990, the Council of The Corporation of the City of Port Colborne, in the Regional Municipality of Niagara, has procured a report titled Wignell Municipal Drain Report, dated February 9, 2024, prepared by Paul Marsh, P. Eng., of EWA Engineering Inc., which report was filed with the City Clerk on March 28, 2024, containing plans, profiles and assessment schedules for the construction and future maintenance of the Wignell Municipal Drain, and is attached hereto and forms part of this by-law; and

Whereas the total estimated cost the Wignell Drain, inclusive of the engineer's report, construction, contract administration and HST (net) is ~~$1,642,278~~ $1,329,814; and

Whereas on the 26th day of March 2024 the council of the City of Port Colborne directed staff, by resolution, to proceed to the "Meeting to Consider", under Section 41 of the *Drainage Act,* R.S.O. 1990, in accordance with the recommendations laid out in Public Works Department Report No. 2024-52; and

Whereas the Council of The Corporation of the City of Port Colborne, at its meeting of March 26th, 2024 approved the Public Works Department Report No. 2024-52, Wignell Municipal Drain Meeting to Consider, whereby the proposed drainage works was deemed necessary and desirable;

Now therefore the Municipal Council of The Corporation of the City of Port Colborne under the *Drainage Act* R.S.O. 1990, enacts as follows:

1. The report dated February 9, 2024, may be amended by pronouncement(s) of Courts of Revision and Final Decisions/Orders of the Agriculture, Food and Rural Affairs Appeals Tribunal and/or Referee, and appended hereto as Schedule "A" is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be maintained in accordance therewith.

2. The Corporation of the City of Port Colborne may borrow on the credit of the Corporation the amount of ~~$1,642,278~~ $1,329,814, excluding HST, being the amount necessary for payment of the cost of the said drainage works.

3. The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed less the total amount of,

   a) grants received under Section 85 of the Act;

   b) commuted payments made in respect of lands and roads assessed within the municipality;

   c) money paid under subsection 61(3) of the Act,

and such debentures shall be made payable within 5 years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.

4. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in Schedule "B" hereto to be collected in the same manner and at the same time as other taxes are collected.

5. If the actual of the drainage works varies from the estimated costs as set out in schedule "B" forming part of this By-law, the actual cost shall be assessed, levied and collected upon and from the said parcels of lands and roads and parts of parcels in the same proportions and in the same manner as provided in the Schedule "B" forming part of this by-law, as revised by the Court of Revision and Final Decisions of the Agriculture, Food and Rural Affairs Appeal Tribunal and/or Referee.

6. That all assessments of $50.00 or less are payable the first year in which the assessment is imposed upon the land assessed, as provided for under Section 61(3) of the *Drainage Act*, R.S.O. 1990.

7. This By-law may be cited as "The Wignell Municipal Drain By-law" and shall come into force on the day of its final passing.

Read a first and second time and provisionally adopted this 21st day of May, 2024.

William C. Steele
Mayor

Carol Schofield
Acting City Clerk

Read a third time and enacted this _____ day of _____20___.

Head of Council

Clerk

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara
Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Assessment Benefit	Outlet Liability	Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed										
	Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-00800	0.220	0.00011		$98		**$98**		$98
	Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	2711-020-007-00900	0.110	0.00006		$49		**$49**		$49
	Hipfner Layton	CON 1 PT LOT 23	2711-020-007-01300	0.509	0.00026		$228		**$228**		$228
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	0.080	0.00004		$35		**$35**		$35
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	1.735	0.00131		$935		**$935**		$935
	Port Wilder Land Inc	CON 1 PT LOT 23	2711-020-007-18201	2.598	0.00557		$4,949		**$4,949**		$4,949
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18300	0.186	0.00014		$125		**$125**		$125
	PC City Hall	CON 1 PT TWP LOT 23	2711-020-007-18400	0.334	0.00025		$225		**$225**		$225
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18500	0.374	0.00028		$251		**$251**		$251
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18600	0.372	0.00028		$250		**$250**		$250
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18700	0.186	0.00014		$125		**$125**		$125
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-18800	1.648	0.00125		$1,108		**$1,108**		$1,108
	Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	2711-020-007-18900	2.229	0.00169		$1,498		**$1,498**		$1,498
	McLean William Richard Samue	CON 1 PT TWP LOT 23	2711-020-013-11300	0.095	0.00006		$53		**$53**		$53
	Ferri Vincent	CON 1 PT TWP LOT 23	2711-020-013-11400	0.191	0.00012		$107		**$107**		$107
	Scott Gregory George	CON 1 PT TWP LOT 23	2711-020-013-11500	0.190	0.00012		$107		**$107**		$107
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-020-013-12000	0.534	0.00047		$418		**$418**		$418
	Jarry Terry Alain	CON 2 PT LOT 17	2711-040-003-08000	4.073	0.00360		$4,846		**$4,846**		$4,846
F	**Mackay Graham**	CON 2 PT LOT 17	2711-040-003-08100	4.068	0.00359		$4,841		**$4,841**		$4,841
	Bury Alexander	CON 2 PT LOT 17	2711-040-003-08101	4.073	0.00360		$4,846		**$4,846**		$4,846
F	**Ruston Earl John**	CON 2 PT LOT 17	2711-040-003-08200	1.597	0.00141		$1,900		**$1,900**		$1,900
F	**Fehrman Paul Allan**	HUMBERSTONE CON 2 PT LOT 17	2711-040-003-08201	5.595	0.00494		$6,657		**$6,657**		$6,657
	Fehrman Mark David	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	2711-040-003-08203	0.256	0.00016		$218		**$218**		$218
F	**1970065 Ontario Inc**	CON 2 PT LOT 17	2711-040-003-08300	6.417	0.00842		$11,343		**$11,343**		$11,343
F	**Li Yue**	CON 2 PT LOT 17	2711-040-003-08400	2.706	0.00239		$3,220		**$3,220**		$3,220
F	**Noel Marc Raymond**	CON 2 PT LOT 17	2711-040-003-08401	2.679	0.00237		$3,188		**$3,188**		$3,188
F	**Fabi David George**	CON 2 PT LOT 17	2711-040-003-08500	4.033	0.00356		$4,799		**$4,799**		$4,799
	Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	2711-040-003-08600	0.562	0.00035		$477		**$477**		$477
	Vince Terrance Andrew	CON 2 PT LOT 17	2711-040-003-08601	0.175	0.00011		$149		**$149**		$149
F	**Bowman Douglas Murray**	CON 2 PT LOT 17	2711-040-003-08700	15.520	0.01371		$18,466		**$18,466**		$18,466
F	**Cooper Morgan Katherine**	CON 1 PT LOT 18	2711-040-003-10200	2.153	0.00190		$2,562		**$2,562**		$2,562
F	**Ladd Sharon Lynn**	CON 2 PT LOT 19	2711-040-003-10201	8.234	0.00727		$9,797		**$9,797**		$9,797
F	**Bankert David Roy**	CON 1 PT LOT 18	2711-040-003-10300	5.311	0.00469		$6,319		**$6,319**		$6,319
F	**Port Colborne Quarries Inc**	CON 2 PT LOT 18	2711-040-003-11200	19.989	0.01765	$1,425	$23,784	$172,048	**$197,256**		$197,256
	Bonin Emma Sylvia	CON 2 PT LOT 18	2711-040-003-11201	1.677	0.00106		$1,425		**$1,425**		$1,425
F	**Ruston James Daryl**	CON 2 PT LOT 18	2711-040-003-11202	2.254	0.00199		$2,681		**$2,681**		$2,681
	Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PT PART 1	2711-040-003-11300	10.331	0.00912		$12,293		**$12,293**	$1,115	$11,177
	Van Boom Maria	CON 2 PT LOT 18	2711-040-003-11400	0.622	0.00039		$529		**$529**		$529
F	**Fehrman John Paul**	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	2711-040-003-11500	14.086	0.01244		$16,760	$0	**$16,760**		$16,760
	Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	2711-040-003-11600	0.408	0.00026		$347		**$347**		$347
	Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	2711-040-003-11700	0.074	0.00005		$63		**$63**		$63
	Leaman Carol Christine	CON 2 PT LOT 19	2711-040-003-12100	0.125	0.00008		$106		**$106**		$106
	Seredine Michael Nicholas	CON 2 PT LOT 19	2711-040-003-12200	0.075	0.00005		$64		**$64**		$64
	Hobbs Edward George	CON 2 PT LOT 19	2711-040-003-12300	0.167	0.00011		$142		**$142**		$142
	Wright Timothy James	CON 2 PT LOT 19	2711-040-003-12400	0.576	0.00036		$489		**$489**		$489
	Shave Harry Albert	CON 2 PT LOT 19	2711-040-003-12500	0.400	0.00025		$340		**$340**		$340
	Van Schaik Thomas Albert	CON 2 PT LOT 19	2711-040-003-12600	0.405	0.00026		$344		**$344**		$344
	1000149971 Ontario Corporation	CON 2 PT LOT 19	2711-040-003-12700	1.284	0.00081		$1,091		**$1,091**		$1,091
	Butters Larry R	CON 2 PT LOT 19	2711-040-003-12800	0.235	0.00015		$200		**$200**		$200
	Landry Rita	CON 2 PT LOT 19	2711-040-003-12900	0.161	0.00010		$137		**$137**		$137
	Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	2711-040-003-14300	0.071	0.00004		$25		**$25**		$25
	Leblanc Marc	PLAN 19 PT LOT 25 PT LOT 26 NP778	2711-040-003-14500	0.289	0.00015		$103		**$103**		$103
F	**Pye Laurie Lynne**	CON 1 PT LOT 19 PT LOT 20	2711-040-003-14600	12.370	0.01092		$7,700		**$7,700**		$7,700
F	**Bankert David Roy**	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	2711-040-003-14700	3.938	0.00348		$2,451		**$2,451**		$2,451
	Little Lisa Marie	CON 1 PT LOT 19 RP 59R1775 PART 1	2711-040-003-14900	2.690	0.00238		$3,200		**$3,200**		$3,200
F	**Vandebeld Grace Elizabeth**	CON 1 PT LOT 19 PT LOT 20	2711-040-003-15000	22.944	0.02026		$24,373		**$24,373**		$24,373
	Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	2711-040-003-15100	0.695	0.00044		$590		**$590**		$590
	Crawford David Emerson T	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	2711-040-003-15101	1.655	0.00104		$1,407		**$1,407**		$1,407
F	**Ladd Sharon Lynn**	CON 2 PT LOT 19	2711-040-003-15102	2.498	0.00221		$2,972		**$2,972**		$2,972
	Ladd Kevin Wilfred	CON 2 PT LOT 19	2711-040-003-15200	0.370	0.00028		$377		**$377**		$377
	Fehrhaven Farms Inc	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	2711-040-003-15300	0.067	0.00005		$68		**$68**		$68
F	**1970065 Ontario Inc**	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	2711-040-003-15305	59.561	0.05260		$70,869		**$70,869**		$70,869
	Rankin Engineering Inc	CON 2 PT LOT 19	2711-040-003-15400	3.802	0.00240		$3,231		**$3,231**		$3,231
	2053048 Ontario Inc	CON 2 PT LOT 19	2711-040-003-15500	2.189	0.00138		$1,860		**$1,860**		$1,860
	Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	2711-040-003-15600	70.006	0.06182		$56,495		**$56,495**		$56,495
F	**Fehrman Paul Allan**	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	2711-040-003-15700	29.095	0.02570		$34,615		**$34,615**		$34,615
	Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	2711-040-003-15702	1.355	0.00085		$1,126		**$1,126**		$1,126
	Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	2711-040-003-15705	0.944	0.00060		$802		**$802**		$802
	Watson Carol Ann	CON 2 PT LOT 20	2711-040-003-15900	0.373	0.00024		$317		**$317**		$317
	Brodeur Christa Nicole	CON 2 PT LOT 20	2711-040-003-16000	0.125	0.00008		$106		**$106**		$106
	Lee Derek	CON 2 PT LOT 20	2711-040-003-16100	0.344	0.00022		$292		**$292**		$292
	Shibley Chad William	CON 2 PT LOT 19	2711-040-003-16200	0.254	0.00016		$216		**$216**		$216
	Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	2711-040-003-16300	3.086	0.00272		$3,671		**$3,671**		$3,671
	Long Mark Christopher	CON 2 PT LOT 19	2711-040-003-16400	0.453	0.00029		$385		**$385**		$385
F	**Harrington Peter Anthony**	CON 2 PT LOT 19	2711-040-003-16500	4.891	0.00432		$5,819		**$5,819**		$5,819
	Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	2711-040-003-16600	0.174	0.00011		$148		**$148**		$148
	Burke Michael	CON 2 PT LOT 19	2711-040-003-16700	0.220	0.00014		$187		**$187**		$187
	Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	2711-040-003-16800	0.119	0.00008		$101		**$101**		$101
	Reles David Leonard	CON 2 PT LOT 19	2711-040-003-16900	0.242	0.00015		$206		**$206**		$206
	King Carl Rodney	CON 2 PT LOT 19	2711-040-003-17000	0.198	0.00013		$169		**$169**		$169
	Arsenault Henri Claude	CON 2 PT LOT 19	2711-040-003-17100	0.210	0.00013		$179		**$179**		$179
	Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	2711-040-003-17200	0.221	0.00014		$188		**$188**		$188
	Smith Reginald Garfield	CON 2 PT LOT 19	2711-040-003-17400	0.150	0.00009		$127		**$127**		$127
	Pagliaro Carlo	CON 1 PT LOT 20	2711-040-003-17501	0.652	0.00041		$554		**$554**		$554
	Ribau Jeffrey	CON 1 PT LOT 20	2711-040-003-17600	0.908	0.00057		$772		**$772**		$772
F	**Bankert Roy Wallace**	CON 1 PT LOT 20	2711-040-003-17700	2.308	0.00146		$1,961		**$1,961**		$1,961
F	**Bankert Helen Irene**	CON 1 PT LOT 20	2711-040-003-17710	5.230	0.00462		$6,223		**$6,223**		$6,223
	Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	2711-040-003-17800	0.617	0.00039		$524		**$524**		$524
	Clow Kevin	CON 1 PT LOT 20	2711-040-003-17825	3.692	0.00233		$2,036		**$2,036**		$2,036
	Grist William Joseph	CON 1 PT LOT 20 RP59R 11429 PART 1	2711-040-003-17850	0.406	0.00026		$180		**$180**		$180
F	**Van Kralingen Allert**	CON 1 PT LOT 20	2711-040-003-17900	17.360	0.01533		$10,806		**$10,806**		$10,806
	Nero Felice	CON 1 PT LOT 20	2711-040-003-18000	2.431	0.00215		$1,513		**$1,513**		$1,513

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	Whisky Run Golf Club Ltd	CON 1 PT LOT 20	2711-040-003-18010	5.105	0.00451		$3,178		**$3,178**		$3,178
	Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	2711-040-003-18100	0.560	0.00028		$199		**$199**		$199
	O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	2711-040-004-00100	0.357	0.00018		$127		**$127**		$127
	Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	2711-040-004-00101	0.889	0.00045		$316		**$316**		$316
	Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	2711-040-004-00102	0.513	0.00026		$182		**$182**		$182
	Neumann Gary	CON 1 PT LOT 21	2711-040-004-00300	0.385	0.00019		$137		**$137**		$137
	Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	2711-040-004-00305	0.553	0.00028		$98		**$98**	$588	-$489
	Matheson Gary	CON 1 PT LOT 21	2711-040-004-00400	0.414	0.00021		$147		**$147**		$147
	White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	2711-040-004-00500	1.150	0.00058		$204		**$204**	$1,201	-$996
	McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	2711-040-004-00505	0.753	0.00038		$134		**$134**		$134
	Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	2711-040-004-00510	0.058	0.00003		$21		**$21**		$21
	Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	2711-040-004-00620	0.113	0.00006		$40		**$40**		$40
	Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	2711-040-004-00700	0.156	0.00008		$55		**$55**		$55
	Cunningham Jesse	CON 1 PT LOT 22	2711-040-004-00800	0.061	0.00003		$22		**$22**		$22
	Pelchat Brock	CON 1 PT LOT 22	2711-040-004-00820	0.033	0.00002		$12		**$12**		$12
	MacNeil Robert Joseph F	CON 1 PT LOT 22	2711-040-004-00900	0.400	0.00020		$179	$13,533	**$13,712**		$13,712
	Anthony Thomas	CON 1 PT LOT 22	2711-040-004-01000	0.015	0.00001		$5		**$5**		$5
	Cudmore Blair	CON 1 PT LOT 22	2711-040-004-01100	0.055	0.00003		$20		**$20**		$20
	Taliano David	CON 1 PT LOT 22	2711-040-004-01200	0.099	0.00005		$35		**$35**		$35
	Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	2711-040-004-01300	0.115	0.00006		$41		**$41**		$41
	Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	2711-040-004-01301	0.088	0.00004		$31		**$31**		$31
	Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	2711-040-004-01400	0.081	0.00004		$29		**$29**		$29
	Cassan James Cameron Gregory	CON 1 PT LOT 22	2711-040-004-01500	0.096	0.00005		$34		**$34**		$34
	Hall Valerie	CON 1 PT LOT 22	2711-040-004-01700	0.248	0.00013		$88		**$88**		$88
	McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	2711-040-004-01800	0.490	0.00025		$220		**$220**		$220
	Gabriele Janice Ann	CON 1 PT LOT 23	2711-040-004-02100	0.282	0.00014		$126		**$126**		$126
	Peacock Kent William	CON 1 PT LOT 23	2711-040-004-02300	0.294	0.00015		$132		**$132**		$132
	Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02400	0.073	0.00004		$33		**$33**		$33
	Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02500	0.144	0.00007		$64		**$64**		$64
	Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02600	0.148	0.00007		$66		**$66**		$66
	Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02700	0.133	0.00007		$60		**$60**		$60
	Papadakos Patricia	CON 1 PT LOT 23	2711-040-004-02801	0.138	0.00007		$62		**$62**		$62
	Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	2711-040-004-02900	0.124	0.00006		$56		**$56**		$56
	Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	2711-040-004-02901	0.430	0.00022		$193		**$193**		$193
	Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	2711-040-004-02902	0.119	0.00006		$53		**$53**		$53
	Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	2711-040-004-02905	0.570	0.00029		$256		**$256**		$256
	McQuilkin Vanessa	CON 1 PT LOT 23	2711-040-004-03000	0.277	0.00014		$124		**$124**		$124
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03100	0.064	0.00003		$29		**$29**		$29
	Siba Jayne Leslie	CON 1 PT LOT 23	2711-040-004-03200	0.276	0.00014		$124		**$124**		$124
	Peshimam Abid Zahoor	CON 1 PT LOT 23	2711-040-004-03300	0.238	0.00012		$107		**$107**		$107
	Dutcher Lori	CON 1 PT LOT 23	2711-040-004-03400	0.236	0.00012		$106		**$106**		$106
	Soldat Lesley	CON 1 PT LOT 23	2711-040-004-03500	0.233	0.00012		$104		**$104**		$104
	Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	2711-040-004-03600	0.408	0.00021		$183		**$183**		$183
	Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	2711-040-004-03605	0.407	0.00021		$182		**$182**		$182
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03700	7.780	0.00589		$5,230		**$5,230**		$5,230
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03710	1.715	0.00130		$1,153		**$1,153**		$1,153
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03720	6.459	0.00489		$4,342	$0	**$4,342**		$4,342
	Arnold Alicia	CON 1 PT LOT 22	2711-040-004-03800	0.380	0.00019		$170	$0	**$170**		$170
	Snider Harvey Wilson	CON 1 PT LOT 22	2711-040-004-03900	0.264	0.00013		$118		**$118**		$118
	Roman Catholic Episcopal Corporati	CON 1 PT LOT 22	2711-040-004-04100	2.601	0.00295		$2,622		**$2,622**		$2,622
	Mitchell Timothy J	CON 1 PT LOT 22	2711-040-004-04200	1.150	0.00058		$515		**$515**		$515
	Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	2711-040-004-04300	3.815	0.00289		$2,564		**$2,564**		$2,564
	570466 Ontario Limited	CON 1 PT LOT 21	2711-040-004-04301	5.117	0.00452		$3,237		**$3,237**		$3,237
	Mason Martha Jeanne	CON 1 PT LOT 21	2711-040-004-04303	3.068	0.00232		$1,637		**$1,637**		$1,637
	Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	2711-040-004-04320	0.445	0.00022		$199		**$199**		$199
	Gibbs Irene	CON 1 PT LOT 21	2711-040-004-04400	0.442	0.00028		$196		**$196**		$196
	Nicholls Larry James	CON 1 PT LOT 21	2711-040-004-04500	1.220	0.00077		$543		**$543**		$543
	Winger Lloyd James Junior	CON 1 PT LOT 21	2711-040-004-04600	0.849	0.00054		$377		**$377**		$377
	Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	2711-040-004-04601	0.405	0.00026		$180		**$180**		$180
	Whisky Run Golf Club Ltd	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	2711-040-004-04700	18.777	0.01658		$11,691		**$11,691**		$11,691
F	**Bankert David Roy**	HUMBERSTONE CON 1 PT LOT 21	2711-040-004-04800	13.855	0.01224		$9,435		**$9,435**		$9,435
F	**Spiteri Claudia Maria**	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	2711-040-004-04802	0.681	0.00043		$303		**$303**		$303
	Talbot Jason J	CON 1 PT LOT 21	2711-040-004-04900	0.316	0.00020		$140		**$140**		$140
	Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	2711-040-004-05000	0.348	0.00022		$155		**$155**		$155
	Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	2711-040-004-05100	15.399	0.01360		$10,426		**$10,426**		$10,426
	Vale Canada Limited	CON 1 PT LOT 21	2711-040-004-05200	7.941	0.00701		$4,971		**$4,971**		$4,971
	Arsenault Robert Eugene	CON 1 PT LOT 21	2711-040-004-05300	0.236	0.00015		$105		**$105**		$105
	Perron Alysha Marie	CON 1 PT LOT 21	2711-040-004-05400	0.340	0.00021		$151		**$151**		$151
	Peterson Chad Allan	CON 1 PT LOT 21	2711-040-004-05500	9.486	0.00838		$5,955		**$5,955**		$5,955
	Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	2711-040-004-05600	3.069	0.00271		$2,473		**$2,473**		$2,473
	Paxton Matthew Ryan	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	2711-040-004-05602	3.050	0.00269		$2,022		**$2,022**		$2,022
F	**Moskalyk John Joseph**	CON 1 PT LOT 21	2711-040-004-05700	6.809	0.00601		$6,813		**$6,813**		$6,813
	Pace Christopher Alan	CON 1 PT LOT 21	2711-040-004-05800	1.795	0.00113		$1,525		**$1,525**	$976	$549
	Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	2711-040-004-05900	0.151	0.00010		$128		**$128**		$128
	Besselink Leo	CON 1 PT LOT 21	2711-040-004-06000	0.332	0.00021		$282		**$282**		$282
	Vanderhoek James Anthony	CON 1 PT LOT 21	2711-040-004-06100	0.335	0.00021		$285		**$285**		$285
	Sieber Michael Joseph	CON 1 PT LOT 21	2711-040-004-06200	0.366	0.00023		$311		**$311**		$311
	Thalen William Douglas	CON 1 PT LOT 21	2711-040-004-06300	0.511	0.00032		$434		**$434**		$434
	Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	2711-040-004-06400	0.416	0.00026		$354		**$354**		$354
	Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	2711-040-004-06500	0.416	0.00026		$354		**$354**		$354
	Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	2711-040-004-06600	0.416	0.00026		$354		**$354**		$354
	Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	2711-040-004-06700	0.416	0.00026		$354		**$354**		$354
	Riegle Colleen	CON 1 PT LOT 21	2711-040-004-06800	0.415	0.00026		$353		**$353**		$353
	Bertulli David Raymond	CON 1 PT LOT 21	2711-040-004-06900	0.399	0.00025		$339		**$339**		$339
	Pare Robert Laurent	CON 1 PT LOT 21	2711-040-004-07000	0.747	0.00047		$635		**$635**		$635
	Dunham Traci Lynn	CON 1 PT LOT 21	2711-040-004-07100	0.111	0.00007		$95		**$95**		$95
F	**Bearss Dougas John**	CON 1 PT LOT 21 PT LOT 22	2711-040-004-07200	5.650	0.00499		$6,722		**$6,722**		$6,722
F	**White Margaret Ann**	CON 1 PT LOT 22	2711-040-004-07300	9.076	0.00802		$9,206		**$9,206**		$9,206
F	**White Margaret Ann**	CON 1 PT LOT 22	2711-040-004-07300	5.226	0.00462		$6,810		**$6,810**		$6,810
	Johnson David Allen	CON 1 PT LOT 22	2711-040-004-07400	0.345	0.00022		$293		**$293**		$293
	Hassam Kirsten Anne	CON 1 PT LOT 22	2711-040-004-07500	0.464	0.00029		$394		**$394**		$394
	Rittner Robert	CON 1 PT LOT 22	2711-040-004-07600	0.349	0.00022		$297		**$297**		$297
	Pipher Eric James	CON 1 PT LOT 22	2711-040-004-07700	0.149	0.00009		$126		**$126**		$126
	Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	2711-040-004-07800	7.680	0.00678		$6,522		**$6,522**		$6,522
	PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	2711-040-004-07805	4.258	0.00484		$4,346		**$4,346**		$4,346
	Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	2711-040-004-07900	8.845	0.00781		$6,937		**$6,937**		$6,937
	Beck Ronald Andrew	CON 1 PT LOT 22	2711-040-004-08000	0.149	0.00009		$83		**$83**		$83
	Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	2711-040-004-08100	3.526	0.00267		$2,370		**$2,370**		$2,370
	Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08200	6.475	0.00490		$4,353		**$4,353**		$4,353
	570466 Ontario Limited	CON 1 PT LOT 22	2711-040-004-08201	1.729	0.00131		$1,162		**$1,162**		$1,162
	Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08300	3.497	0.00265		$2,351		**$2,351**		$2,351
	Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	2711-040-004-08400	12.522	0.00948		$8,418		**$8,418**		$8,418

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	2711-040-004-08600	8.441	0.00639		$5,675		**$5,675**		$5,675
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	6.732	0.00510		$4,525		**$4,525**		$4,525
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	10.882	0.00824		$6,740		**$6,740**		$6,740
	PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	2711-040-004-08715	2.461	0.00186		$1,654		**$1,654**		$1,654
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08800	0.373	0.00030		$267		**$267**		$267
	Coccagna Anthony	CON 1 PT LOT 23	2711-040-004-08900	0.631	0.00040		$354		**$354**		$354
	1346618 Ontario Ltd	CON 1 PT LOT 23	2711-040-004-09000	0.463	0.00029		$259		**$259**		$259
	Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	2711-040-004-09100	0.201	0.00013		$113		**$113**		$113
	S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	2711-040-004-09200	0.778	0.00059		$523		**$523**		$523
	Favero Lidia	CON 1 PT LOT 23	2711-040-004-09300	0.202	0.00013		$113		**$113**		$113
	Ed Christensen Roofing Limited	CON 1 PT LOT 23	2711-040-004-09400	0.190	0.00012		$107		**$107**		$107
	Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-09500	0.190	0.00012		$107		**$107**		$107
	Stenson Ian John	CON 1 PT LOT 23	2711-040-004-09600	0.190	0.00012		$107		**$107**		$107
	Polverari Giuseppe	CON 1 PT LOT 23	2711-040-004-09700	0.190	0.00012		$107		**$107**		$107
	S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	2711-040-004-09800	5.747	0.00435		$3,860		**$3,860**		$3,860
	JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	2711-040-004-09801	2.212	0.00474		$4,213		**$4,213**		$4,213
	Vale Canada Limited	CON 1 PT LOT 23	2711-040-004-09802	3.949	0.00299		$2,654		**$2,654**		$2,654
	Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	2711-040-004-09900	12.547	0.01108		$14,929		**$14,929**		$14,929
	Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	2711-040-004-10000	15.732	0.01389		$16,705		**$16,705**		$16,705
	Sherry Vernon Eugene Martin	CON 2 PT LOT 21	2711-040-004-10100	4.047	0.00357		$4,815		**$4,815**		$4,815
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	2711-040-004-10101	0.121	0.00008		$103		**$103**		$103
	Baillargeon Steve	CON 2 PT LOT 21	2711-040-004-10200	0.152	0.00010		$129		**$129**		$129
	Dennis Wayne	CON 2 PT LOT 21	2711-040-004-10300	0.182	0.00012		$155		**$155**		$155
	Huffman John Wayne	CON 2 PT LOT 21	2711-040-004-10400	0.179	0.00011		$132		**$132**		$132
	Young Tammy Lynn	CON 2 PT LOT 21	2711-040-004-10500	0.212	0.00013		$149		**$149**		$149
	2867781 Ontario Inc	CON 2 PT LOT 21	2711-040-004-10600	0.197	0.00012		$122		**$122**		$122
	Citrigno Angela	CON 2 PT LOT 21	2711-040-004-10700	0.205	0.00013		$126		**$126**		$126
	Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	2711-040-004-10705	3.954	0.00349		$3,919		**$3,919**		$3,919
	Konc John Andrew	CON 2 PT LOT 22 RP 59R4801 PART 3	2711-040-004-10710	2.899	0.00256		$2,274		**$2,274**		$2,274
F	**Van Ruyven Josef Nicolaas**	CON 2 PT LOT 22 RP 59R4801 PART 2	2711-040-004-10800	4.199	0.00371		$3,293		**$3,293**		$3,293
	Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732 PART 1	2711-040-004-10810	0.407	0.00026		$228		**$228**		$228
F	**705 Main PC Holdings Inc**	CON 2 PT LOT 22 RP59R4801 PART 1	2711-040-004-10900	7.711	0.00681		$6,048		**$6,048**		$6,048
	Hellinga Jack Simon	CON 2 PT LOT 22	2711-040-004-11000	5.411	0.00341		$3,031		**$3,031**		$3,031
	Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	2711-040-004-11200	1.202	0.00076		$673		**$673**		$673
	Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	2711-040-004-11205	1.208	0.00076		$677		**$677**		$677
	Scace Wesley	CON 2 PT LOT 21	2711-040-004-11300	0.067	0.00004		$37		**$37**		$37
	Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	2711-040-004-11500	73.171	0.06462		$57,387		**$57,387**		$57,387
	Parsons David Scott	CON 2 PT LOT 22	2711-040-004-11600	0.418	0.00026		$234		**$234**		$234
	Leavere Larry Allan Thomas	CON 2 PT LOT 22	2711-040-004-11700	0.209	0.00013		$117		**$117**		$117
	Yanni Bill	CON 2 PT LOT 22	2711-040-004-11900	0.418	0.00026		$234		**$234**		$234
	Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12000	0.209	0.00013		$117		**$117**		$117
	Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	2711-040-004-12100	0.209	0.00013		$117		**$117**		$117
	Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12200	0.357	0.00023		$200		**$200**		$200
	Boda Terry Joseph	CON 2 PT LOT 22	2711-040-004-12400	0.186	0.00012		$104		**$104**		$104
	Elite Capital P.C Developments Inc	CON 2 PT LOT 22	2711-040-004-12600	12.732	0.01124		$13,481		**$13,481**		$13,481
	Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	12.627	0.01115		$10,906		**$10,906**		$10,906
	Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	22.193	0.01960		$16,860		**$16,860**		$16,860
	Elite Cap PC Holdings Inc	CON 2 PT LOT 23	2711-040-004-12800	0.363	0.00028		$244		**$244**		$244
	NCDSB	CON 2 PT LOT 23	2711-040-004-12900	5.947	0.00450		$3,998		**$3,998**		$3,998
	Dyson Patrick James	CON 2 PT LOT 23	2711-040-004-13000	0.176	0.00011		$99		**$99**		$99
	Dyson Mary Lynn	CON 2 PT LOT 23	2711-040-004-13100	0.182	0.00011		$102		**$102**		$102
	Hortobagyi Zoltan	CON 2 PT LOT 23	2711-040-004-13200	0.186	0.00012		$104		**$104**		$104
	Wakunick Deborah Ivy	CON 2 PT LOT 24	2711-040-004-13300	0.085	0.00005		$48		**$48**		$48
	Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	2711-040-004-13400	0.424	0.00027		$238		**$238**		$238
	Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	2711-040-004-13401	7.409	0.00654		$5,811		**$5,811**		$5,811
	Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	2711-040-004-13410	9.878	0.00872		$7,747		**$7,747**		$7,747
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	2711-040-004-13435	0.533	0.00047		$418		**$418**		$418
	Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	2711-040-004-14000	3.313	0.00293		$2,599		**$2,599**		$2,599
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-040-004-14120	0.929	0.00082		$728		**$728**		$728
	Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	2711-040-004-17902	0.580	0.00029		$206		**$206**		$206
	PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.603	0.00324		$2,496		**$2,496**		$2,496
	PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.011	0.00204		$1,653		**$1,653**		$1,653
	Matej Dimitrov	CON 3 PT LOT 17	2711-040-005-01700	0.665	0.00042		$565		**$565**		$565
	Huffman Audrey Ferne	CON 3 PT LOT 17	2711-040-005-01800	1.528	0.00135		$1,818		**$1,818**		$1,818
	Larocque Lucille	CON 3 PT LOT 17	2711-040-005-02301	0.042	0.00003		$36		**$36**		$36
F	**Tice George Edward**	CON 3 S PT LOT 17	2711-040-005-02400	15.844	0.01399		$18,851		**$18,851**		$18,851
	Larocque Yvon	CON 3 PT LOT 17	2711-040-005-02500	0.251	0.00016		$213		**$213**		$213
	McIntyre David John	CON 3 N PT LOT 17	2711-040-005-03100	2.845	0.00251		$3,382		**$3,382**		$3,382
F	**Fritz Julius**	CON 3 PT LOT 18	2711-040-005-04500	13.612	0.01202		$16,189		**$16,189**		$16,189
	2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	2711-040-005-04505	0.673	0.00042		$572		**$572**		$572
	1374894 Ontario Inc	CON 3 N PT LOT 18	2711-040-005-04700	36.379	0.03213		$43,286		**$43,286**		$43,286
F	**Tsouskalas Harry**	CON 3 S PT LOT 18	2711-040-005-04800	4.164	0.00368		$4,955		**$4,955**		$4,955
	Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	2711-040-005-05105	0.131	0.00008		$111		**$111**		$111
	Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	2711-040-005-05110	0.492	0.00031		$418		**$418**		$418
	Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	2711-040-005-05120	0.497	0.00031		$423		**$423**		$423
	De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	2711-040-005-05130	0.503	0.00032		$427		**$427**		$427
	Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	2711-040-005-05140	0.242	0.00015		$206		**$206**		$206
	2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	2711-040-005-06400	38.250	0.03378		$44,991		**$44,991**		$44,991
F	**Koch Olga**	CON 3 LOT 19CPT	2711-040-005-06500	0.224	0.00014		$126		**$126**		$126
	Kozelj Stif	CON 3 PT LOT 20	2711-040-005-06600	0.079	0.00005		$44		**$44**		$44
F	**Orsetto Aldo**	CON 3 PT LOT 20	2711-040-005-06700	17.062	0.01507		$18,595		**$18,595**		$18,595
	Forsey Cynthia Lynn	CON 3 PT LOT 20	2711-040-005-06701	0.186	0.00012		$158		**$158**		$158
	Currie Michael Bruce	CON 3 PT LOT 20	2711-040-005-06702	0.085	0.00005		$48		**$48**		$48
F	**Fijavz David**	CON 3 PT LOT 20	2711-040-005-06703	0.334	0.00021		$187		**$187**		$187
	Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	2711-040-005-06710	0.211	0.00013		$118		**$118**		$118
	Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240 PART 1	2711-040-005-06800	0.271	0.00017		$152		**$152**		$152
F	**Henderson David Marshall**	CON 3 PT LOT 20	2711-040-005-06801	15.670	0.01384		$14,179		**$14,179**		$14,179
F	**Babion Gail J**	HUMBERSTONE CON 3 PT LOT 21	2711-040-005-06900	15.252	0.01347		$11,962		**$11,962**		$11,962
	Wagner Dan Patrick	CON 3 PT LOT 21	2711-040-005-07400	3.050	0.00269		$2,392		**$2,392**		$2,392
	Stovell David Alan	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	2711-040-005-07500	1.238	0.00078		$694		**$694**		$694
F	**Sidhu Navreet**	CON 3 S PT LOT 21 S PT LOT 22	2711-040-005-08100	7.613	0.00672		$5,971		**$5,971**		$5,971
F	**Henderson Drew David**	CON 3 PT LOT 22	2711-040-005-08301	1.055	0.00093		$827		**$827**		$827
	Beaulieu George E	CON 3 E PT LOT 23	2711-040-005-08900	0.388	0.00024		$217		**$217**		$217
	Garner Mark Edward	CON 3 PT LOT 23	2711-040-005-09100	0.346	0.00022		$194		**$194**		$194
	Joseph Grandilli	CON 3 PT LOT 23	2711-040-005-09300	0.082	0.00005		$46		**$46**		$46
	Stefan John	CON 3 PT LOT 23	2711-040-005-09400	0.016	0.00001		$9		**$9**		$9
	Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	2711-040-005-10100	0.001	0.00000		$0		**$0**		$0
	Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	2711-040-005-10200	0.208	0.00013		$117		**$117**		$117
	Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	2711-040-005-10202	0.417	0.00026		$234		**$234**		$234
	Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	2711-040-005-10204	0.605	0.00038		$339		**$339**		$339
	Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	2711-040-005-10206	0.597	0.00038		$335		**$335**		$335
F	**Schneider Darryl Frederick**	CON 3 PT LOT 23	2711-040-005-10801	2.252	0.00199		$1,766		**$1,766**		$1,766
	Zonneveld Bastian	CON 3 PT LOT 24	2711-040-005-10900	0.103	0.00006		$58		**$58**		$58
	Terreberry Jack	CON 3 PT LOT 24	2711-040-005-11000	0.144	0.00009		$81		**$81**		$81
	Bacon Matthew Steven	CON 3 PT LOT 24	2711-040-005-11300	0.347	0.00022		$195		**$195**		$195
	Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11400	0.099	0.00006		$55		**$55**		$55
	Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11500	0.029	0.00002		$16		**$16**		$16

Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
Medvic Peter James	CON 3 PT LOT 24	2711-040-005-11600	0.356	0.00022		$199		**$199**		$199
McIntyre Shelly	CON 3 PT LOT 24	2711-040-005-11700	0.191	0.00012		$107		**$107**		$107
PC City Hall	59R11175 PART 1 59R11176 PARTS 1 TO 7 59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	2711-040-006-99500	0.815	0.00165		$1,461		**$1,461**		$1,461
			1046.533	**0.9022**	**$1,425**	**$967,959**	**$185,580**	**$1,154,964**	**$3,880**	**$1,151,084**

Roads

Owner	ROW description	Area					
City of Port Colborne	Carl Rd From Second Concession Rd To Chippawa Rd	2.4131	0.00518	$0	$6,973	$0	**$6,973**
City of Port Colborne	Second Concession Rd From Carl Rd To Miller Rd	1.6731	0.00359	$0	$4,835	$0	**$4,835**
City of Port Colborne	Snider Rd From Second Concession Rd To Chippawa Rd	0.0715	0.00015	$0	$136	$0	**$136**
City of Port Colborne	Chippawa Rd From Snider rd To Babion Rd	0.1328	0.00028	$0	$253	$0	**$253**
City of Port Colborne	Babion Rd From Second Concession Rd To Chippawa Rd	1.4336	0.00307	$0	$2,731	$0	**$2,731**
City of Port Colborne	Chippawa Rd From Babion Rd To Carl rd	0.5891	0.00126	$0	$1,122	$0	**$1,122**
City of Port Colborne	Second Concession Rd From Chippawa Rd To Carl Rd	4.5466	0.00975	$0	$9,700	$0	**$9,700**
City of Port Colborne	Reuter Rd From Lake Erie To Durham St	1.4966	0.00321	$0	$2,845	$0	**$2,845**
City of Port Colborne	Lakeshore Rd E From Reuter Rd To Snider Rd	0.726	0.00156	$0	$1,383	$0	**$1,383**
City of Port Colborne	Snider Rd From Highway #3 To Second Concessions Rd	2.0239	0.00383	$0	$3,401	$0	**$3,401**
City of Port Colborne	Snider Rd From Killaly St E To Highway #3	2.0275	0.00435	$0	$3,862	$0	**$3,862**
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd	3.1333	0.00672	$0	$7,801	$0	**$7,801**
City of Port Colborne	Lorraine Rd From Killaly St E To Highway #3	1.7385	0.00373	$0	$5,032	$0	**$5,032**
City of Port Colborne	Babion Rd From Highway #3 To Second Concession Rd	2.2712	0.00487	$0	$6,006	$0	**$6,006**
City of Port Colborne	Killaly St E - North Easement From Weaver Rd To Miller Rd	0.0903	0.00019	$0	$261	$0	**$261**
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd	2.7402	0.00588	$0	$7,918	$0	**$7,918**
City of Port Colborne	Weaver Rd From Killaly St E To Highway #3	1.216	0.00261	$0	$3,514	$0	**$3,514**
City of Port Colborne	Weaver Rd From Friendship Trail To Killaly St E	0.9939	0.00213	$0	$2,738	$0	**$2,738**
City of Port Colborne	Snider Rd From Lake Erie To Killaly St E	4.8075	0.00910	$0	$8,080	$0	**$8,080**
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E	3.854	0.00827	$0	$7,720	$0	**$7,720**
City of Port Colborne	Lakeshore Rd E From Snider Rd To Lorraine Rd	1.7236	0.00370	$0	$3,232	$0	**$3,232**
MTO	Highway #3 From Elizabeth St To Babion Rd	2.8221	0.00676	$0	$6,008	$0	**$6,008**
MTO	Highway #3 From Babion Rd To Weaver Rd	1.9479	0.00467	$0	$5,874	$0	**$5,874**
MTO	Highway #3 From Weaver Rd To Miller Rd	1.2077	0.00289	$0	$3,876	$0	**$3,876**
		45.680	**0.0978**	**$0**	**$105,301**	**$0**	**$105,301**	**$0.00**	**$0.00**
		1092.21	1.0000				

Section 26 - Special Assessments			
City of Port Colborne		$0	$0
Regional Municipality of Niagara	No roads assessed during design.	$0	$0
MINISTRY OF TRANSPORTATION ONT	No special assessments during design.	$0	$0
Utilities - Enbridge	No conflicts assessed during design.	$0	$0
Utilities - Other	Protect existing Bell line in place or relocate at depth further south of proposed drain.	$9,913	$9,913
		$9,913	**$9,913**

Wignell Drain

Total Assessed: **$1,270,177**

Notes:

1. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant.
2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown for each parcel of land and road affected. The affected parcels of land are identified using the roll number received from the City. For convenience only, the owners' names are shown by the last
3. The value of the assessments identified in this schedule are estimates only, and should not be considered final.

Wignell Branch Drains

City of Port Colborne
Regional Municipality of Niagara

Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

Bower Branch Drain #1

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636	271104000409801	2.2116	202	0.3391	$0	$1,368	$0	**$1,368**	$0	$1,368
	City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.1737	0	0.0143	$0	$58	$0	**$58**	$0	$58
	Vale Canada Limited	CON 1 PT LOT 23	271102000718201	2.5985	84.7	0.3984	$0	$1,607	$0	**$1,607**	$0	$1,607
	Schlenger Uszer	CON 1 PT LOT 23	271104000408700	3.0301	208.8	0.1787	$0	$721	$0	**$721**	$0	$721
				8.014		**0.9306**	**$0**	**$3,753**	**$0**	**$3,753**	**$0**	**$3,753**
	Roads											
	City of Port Colborne	Reuter Rd From Lake Erie To Durham St		0.2773		0.0694		$280		$280		$280
				0.277		**0.069**	**$0**	**$280**	**$0**	**$280**	**$0**	**$280**
	Section 26 - Special Assessments											
	City of Port Colborne								$1,930	$1,930		$1,930
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$0	**$0**	**$1,930**	**$1,930**	**$0**	**$1,930**
	Bower Branch Drain #1											
		Total Assessed:								**$5,963**		**$5,963**

Wignell Branch Drain #2

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	0.1384			$0	$19	$0	**$19**	$982	-$962
	Thalen William Douglas	CON 1 PT LOT 21	271104000406300	0.0676			$0	$9	$0	**$9**	$0	$9
	Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550	271104000406400	0.1884			$0	$26	$0	**$26**	$0	$26
	Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325	271104000406500	0.232			$0	$32	$0	**$32**	$0	$32
	Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702	271104000406600	0.2663			$0	$37	$0	**$37**	$0	$37
	Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702	271104000406700	0.3055			$0	$43	$0	**$43**	$0	$43
	Riegle Colleen	CON 1 PT LOT 21	271104000406800	0.3654			$0	$51	$0	**$51**	$0	$51
	Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	0.3944			$0	$55	$0	**$55**	$0	$55
	Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	0.7472			$0	$104	$0	**$104**	$574	-$470
F	**Dunham Traci Lynn**	CON 1 PT LOT 21	271104000407100	0.1113			$0	$16	$0	**$16**	$0	$16
F	**Bearss Dougas John**	CON 1 PT LOT 21 PT LOT 22	271104000407200	2.7102			$168	$531	$0	**$699**	$5,135	-$4,436
	Hurkmans Robert William	CON 2 PT LOT 21	271104000409900	12.5466			$0	$2,457	$0	**$2,457**	$0	$2,457
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	10.7611			$0	$2,107	$0	**$2,107**	$0	$2,107
	Sherry Vernob Eugene Martin	CON 2 PT LOT 21	271104000410100	4.0471			$0	$792	$0	**$792**	$0	$792
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410101	0.121			$0	$17	$0	**$17**	$0	$17
	Rottier Matthew	CON 2 PT LOT 21	271104000410200	0.1517			$0	$21	$0	**$21**	$0	$21
	Dennis Wayne	CON 2 PT LOT 21	271104000410300	0.1824			$0	$26	$0	**$26**	$0	$26
	Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.1081			$0	$15	$0	**$15**	$0	$15
	Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.105			$0	$15	$0	**$15**	$0	$15
	Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.038			$0	$5	$0	**$5**	$0	$5
	Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.0374			$0	$5	$0	**$5**	$0	$5
	Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	2.0105			$0	$394	$0	**$394**	$0	$394
	Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	8.6146			$0	$1,687	$0	**$1,687**	$0	$1,687
	Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	2.4726			$0	$484	$0	**$484**	$0	$484
				46.723			**$168**	**$8,949**	**$0**	**$9,117**	**$6,691**	**$2,426**
	Roads											
	City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd		1.3756			$ 24	$ 654		$ 678		$ 678
	City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8521				$ 405		$ 405		$ 405
				2.228			**$ 24**	**$ 1,059**		**$ 1,083**	**$ -**	**$ 1,083**
	Section 26 - Special Assessments											
	City of Port Colborne								$19,144	$19,144		$19,144
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$24	**$0**	**$19,144**	**$19,144**	**$0**	**$19,144**
	Wignell Branch Drain #2											
		Total Assessed:						**$10,008**		**$29,344**		**$22,654**

Wignell Branch Drain #3

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20	271104000315700	25.1839			$0	$11,607	$0	**$11,607**	$0	$11,607
	Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	1.3548			$0	$446	$0	**$446**	$0	$446
	Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20	271104000315705	0.9362			$0	$308	$0	**$308**	$0	$308
	Watson Carol Ann	CON 2 PT LOT 20	271104000315900	0.3731			$0	$123	$0	**$123**	$0	$123
	Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	0.1245			$0	$41	$0	**$41**	$0	$41
	Lee Derek	CON 2 PT LOT 20	271104000316100	0.3439			$0	$113	$0	**$113**	$0	$113
	Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	1.8461			$0	$851	$0	**$851**	$5,736	-$4,885
	Quesnelle Andrew	CON 1 PT LOT 20 PLAN 59R	271104000317800	0.582			$0	$192	$0	**$192**	$1,593	-$1,401
				30.745			**$0**	**$13,680**	**$0**	**$13,680**	**$7,329**	**$6,351**
	Roads											
	City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8469				$948		$948		$948
	City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd		0.4685				$524		$524		$524
	City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E		0.0012				$1		$1		$1
	MTO	Highway #3 From Babion Rd To Weaver Rd		0.2711				$339		$339		$339
				1.588			**$0**	**$1,813**	**$0**	**$1,813**	**$0**	**$1,813**
				32.332								
	Section 26 - Special Assessments											
	City of Port Colborne								$22,856	$22,856		$22,856
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$0	**$0**	**$22,856**	**$22,856**	**$0**	**$22,856**
	Wignell Branch Drain #3											
		Total Assessed:						**$15,493**		**$38,349**		**$31,020**

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Pumping Cost to be Assessed: **$2,000.00**
Value is assumed.
To be updated by City of Port Colborne

Pump Assessment Schedule
Wignell Drain

							50%				50%		
						Benefit, Land < 176.5m	$1,000.00		Outlet Liabilty	$1,000.00		Total Pump Cost Assessed
Owner	Legal_Txt	Roll No	Land Area										
			Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
City of Port Colborne - Lands Assessed												
Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	271102000700800	0.467	0.220	20	0	0	$0.00	0.220	0.28640	$0.11	$0.11
Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	271102000700900	0.556	0.110	20	0	0	$0.00	0.110	0.14342	$0.06	$0.06
Hipfner Layton	CON 1 PT LOT 23	271102000701300	0.509	0.509	20	0.287	0.00162	$1.62	0.509	0.66453	$0.26	$1.88
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	271102000718000	139.588	0.080	20	0	0	$0.00	0.080	0.10470	$0.04	$0.04
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	271102000718000	1.734	1.735	30	1.470	0.00831	$8.31	1.735	3.39494	$1.31	$9.63
Port Wilder Land Inc	CON 1 PT LOT 23	271102000718201	2.598	2.598	85	2.353	0.01330	$13.30	2.598	14.40963	$5.57	$18.88
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718300	0.186	0.186	30	0.186	0.00105	$1.05	0.186	0.36388	$0.14	$1.19
PC City Hall	CON 1 PT TWP LOT 23	271102000718400	0.334	0.334	30	0.334	0.00189	$1.89	0.334	0.65448	$0.25	$2.14
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718500	0.374	0.374	30	0.374	0.00211	$2.11	0.374	0.73126	$0.28	$2.40
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718600	0.371	0.372	30	0.372	0.00210	$2.10	0.372	0.72719	$0.28	$2.38
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718700	0.186	0.186	30	0.186	0.00105	$1.05	0.186	0.36375	$0.14	$1.19
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	271102000718800	1.647	1.648	30	1.648	0.00932	$9.32	1.648	3.22461	$1.25	$10.56
Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	271102000718900	2.228	2.229	30	2.229	0.01260	$12.60	2.229	4.36222	$1.69	$14.29
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.205	0.095	25	0		$0.00	0.095	0.15499	$0.06	$0.06
Ferri Vincent	CON 1 PT TWP LOT 23	271102001311400	0.190	0.191	25	0		$0.00	0.191	0.31076	$0.12	$0.12
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190	0.190	25	0		$0.00	0.190	0.31048	$0.12	$0.12
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	271102001312000	3.308	0.534	35	0		$0.00	0.534	1.21824	$0.47	$0.47
Jarry Terry Alain	CON 2 PT LOT 17	271104000308000	4.071	4.073	35	0		$0.00	4.073	9.29928	$3.60	$3.60
Mackay Graham	CON 2 PT LOT 17	271104000308100	4.071	4.068	35	0		$0.00	4.068	9.28989	$3.59	$3.59
Bury Alexander	CON 2 PT LOT 17	271104000308101	4.072	4.073	35	0		$0.00	4.073	9.29973	$3.60	$3.60
Ruston Earl John	CON 2 PT LOT 17	271104000308200	16.096	1.597	35	0		$0.00	1.597	3.64664	$1.41	$1.41
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 17	271104000308201	12.527	5.595	35	0		$0.00	5.595	12.77598	$4.94	$4.94
Fehrman Mark David	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	271104000308203	0.492	0.256	25	0		$0.00	0.256	0.41830	$0.16	$0.16
1970065 Ontario Inc	CON 2 PT LOT 17	271104000308300	10.102	6.417	52	0		$0.00	6.417	21.76813	$8.42	$8.42
Li Yue	CON 2 PT LOT 17	271104000308400	4.071	2.706	35	0		$0.00	2.706	6.17982	$2.39	$2.39
Noel Marc Raymond	CON 2 PT LOT 17	271104000308401	4.072	2.679	35	0		$0.00	2.679	6.11752	$2.37	$2.37
Fabi David George	CON 2 PT LOT 17	271104000308500	4.032	4.033	35	0		$0.00	4.033	9.20866	$3.56	$3.56
Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	271104000308600	0.562	0.562	25	0		$0.00	0.562	0.91613	$0.35	$0.35
Vince Terrance Andrew	CON 2 PT LOT 17	271104000308601	0.175	0.175	25	0		$0.00	0.175	0.28525	$0.11	$0.11
Bowman Douglas Murray	CON 2 PT LOT 17	271104000308700	15.516	15.520	35	0		$0.00	15.520	35.43796	$13.71	$13.71
Cooper Morgan Katherine	CON 1 PT LOT 18	271104000310200	4.100	2.153	35	0		$0.00	2.153	4.91699	$1.90	$1.90
Ladd Sharon Lynn	CON 2 PT LOT 19	271104000310201	8.232	8.234	35	0		$0.00	8.234	18.80141	$7.27	$7.27
Bankert David Roy	CON 1 PT LOT 18	271104000310300	15.449	5.311	35	0		$0.00	5.311	12.12643	$4.69	$4.69
Port Colborne Quarries Inc	CON 2 PT LOT 18	271104000311200	19.983	19.989	35	0		$0.00	19.989	45.64233	$17.65	$17.65
Bonin Emma Sylvia	CON 2 PT LOT 18	271104000311201	1.677	1.677	25	0		$0.00	1.677	2.73530	$1.06	$1.06
Ruston James Daryl	CON 2 PT LOT 18	271104000311202	3.342	2.254	35	0		$0.00	2.254	5.14576	$1.99	$1.99
Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PT PART 1	271104000311300	10.329	10.331	35	0		$0.00	10.331	23.59080	$9.12	$9.12
Van Boom Maria	CON 2 PT LOT 18	271104000311400	0.622	0.622	25	0		$0.00	0.622	1.01447	$0.39	$0.39

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
			Land Area									
Owner	Legal_Txt	Roll No	Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Fehrman John Paul	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	271104000311500	14.338	14.086	35	0		$0.00	14.086	32.16362	$12.44	$12.44
Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	271104000311600	0.408	0.408	25	0		$0.00	0.408	0.66606	$0.26	$0.26
Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	271104000311700	0.670	0.074	25	0		$0.00	0.074	0.12034	$0.05	$0.05
Leaman Carol Christine	CON 2 PT LOT 19	271104000312100	0.125	0.125	25	0		$0.00	0.125	0.20379	$0.08	$0.08
Seredine Michael Nicholas	CON 2 PT LOT 19	271104000312200	0.075	0.075	25	0		$0.00	0.075	0.12303	$0.05	$0.05
Hobbs Edward George	CON 2 PT LOT 19	271104000312300	0.167	0.167	25	0		$0.00	0.167	0.27228	$0.11	$0.11
Wright Timothy James	CON 2 PT LOT 19	271104000312400	0.576	0.576	25	0		$0.00	0.576	0.93897	$0.36	$0.36
Shave Harry Albert	CON 2 PT LOT 19	271104000312500	0.400	0.400	25	0		$0.00	0.400	0.65313	$0.25	$0.25
Van Schaik Thomas Albert	CON 2 PT LOT 19	271104000312600	0.405	0.405	25	0		$0.00	0.405	0.66060	$0.26	$0.26
1000149971 Ontario Corporation	CON 2 PT LOT 19	271104000312700	1.283	1.284	25	0		$0.00	1.284	2.09379	$0.81	$0.81
Butters Larry R	CON 2 PT LOT 19	271104000312800	0.235	0.235	25	0		$0.00	0.235	0.38292	$0.15	$0.15
Landry Rita	CON 2 PT LOT 19	271104000312900	0.161	0.161	25	0		$0.00	0.161	0.26212	$0.10	$0.10
Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	1.427	0.071	20	0		$0.00	0.071	0.09285	$0.04	$0.04
Leblanc Marc	PLAN 19 PT LOT 25 PT LOT 26 NP778	271104000314500	0.443	0.289	20	0		$0.00	0.289	0.37678	$0.15	$0.15
Pye Laurie Lynne	CON 1 PT LOT 19 PT LOT 20	271104000314600	26.481	12.370	35	0		$0.00	12.370	28.24555	$10.92	$10.92
Bankert David Roy	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	271104000314700	10.513	3.938	35	0		$0.00	3.938	8.99152	$3.48	$3.48
Little Lisa Marie	CON 1 PT LOT 19 RP 59R1775 PART 1	271104000314900	2.689	2.690	35	0		$0.00	2.690	6.14184	$2.38	$2.38
Vandebeld Grace Elizabeth	CON 1 PT LOT 19 PT LOT 20	271104000315000	22.938	22.944	35	0.032	0.00018	$0.18	22.944	52.39039	$20.26	$20.44
Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	271104000315100	0.694	0.695	25	0		$0.00	0.695	1.13285	$0.44	$0.44
Crawford David Emerson T	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	271104000315101	1.655	1.655	25	0		$0.00	1.655	2.70012	$1.04	$1.04
Ladd Sharon Lynn	CON 2 PT LOT 19	271104000315102	2.497	2.498	35	0		$0.00	2.498	5.70408	$2.21	$2.21
Ladd Kevin Wilfred	CON 2 PT LOT 19	271104000315200	0.370	0.370	30	0		$0.00	0.370	0.72395	$0.28	$0.28
Fehrhaven Farms Inc	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	271104000315300	0.066	0.067	30	0		$0.00	0.067	0.13017	$0.05	$0.05
1970065 Ontario Inc	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	271104000315305	59.545	59.561	35	0		$0.00	59.561	136.00171	$52.60	$52.60
Rankin Engineering Inc	CON 2 PT LOT 19	271104000315400	3.801	3.802	25	0		$0.00	3.802	6.20114	$2.40	$2.40
2053048 Ontario Inc	CON 2 PT LOT 19	271104000315500	2.188	2.189	25	0		$0.00	2.189	3.56983	$1.38	$1.38
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	271104000315600	69.987	70.006	35	0.000	0.00000	$0.00	70.006	159.85194	$61.82	$61.82
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	271104000315700	29.087	29.095	35	0		$0.00	29.095	66.43654	$25.70	$25.70
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	271104000315702	1.354	1.355	25	0		$0.00	1.355	2.20960	$0.85	$0.85
Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	271104000315705	0.944	0.944	25	0		$0.00	0.944	1.53954	$0.60	$0.60
Watson Carol Ann	CON 2 PT LOT 20	271104000315900	0.373	0.373	25	0		$0.00	0.373	0.60859	$0.24	$0.24
Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	0.124	0.125	25	0		$0.00	0.125	0.20311	$0.08	$0.08
Lee Derek	CON 2 PT LOT 20	271104000316100	0.344	0.344	25	0		$0.00	0.344	0.56098	$0.22	$0.22
Shibley Chad William	CON 2 PT LOT 19	271104000316200	0.254	0.254	25	0		$0.00	0.254	0.41363	$0.16	$0.16
Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	271104000316300	3.085	3.086	35	0		$0.00	3.086	7.04561	$2.72	$2.72
Long Mark Christopher	CON 2 PT LOT 19	271104000316400	0.453	0.453	25	0		$0.00	0.453	0.73863	$0.29	$0.29
Harrington Peter Anthony	CON 2 PT LOT 19	271104000316500	4.889	4.891	35	0		$0.00	4.891	11.16734	$4.32	$4.32
Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	271104000316600	0.174	0.174	25	0		$0.00	0.174	0.28355	$0.11	$0.11
Burke Michael	CON 2 PT LOT 19	271104000316700	0.220	0.220	25	0		$0.00	0.220	0.35865	$0.14	$0.14
Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	271104000316800	0.119	0.119	25	0		$0.00	0.119	0.19432	$0.08	$0.08
Reles David Leonard	CON 2 PT LOT 19	271104000316900	0.242	0.242	25	0		$0.00	0.242	0.39486	$0.15	$0.15
King Carl Rodney	CON 2 PT LOT 19	271104000317000	0.198	0.198	25	0		$0.00	0.198	0.32360	$0.13	$0.13
Arsenault Henri Claude	CON 2 PT LOT 19	271104000317100	0.210	0.210	25	0		$0.00	0.210	0.34290	$0.13	$0.13
Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	271104000317200	0.221	0.221	25	0		$0.00	0.221	0.36026	$0.14	$0.14
Smith Reginald Garfield	CON 2 PT LOT 19	271104000317400	0.150	0.150	25	0		$0.00	0.150	0.24396	$0.09	$0.09
Pagliaro Carlo	CON 1 PT LOT 20	271104000317501	0.652	0.652	25	0		$0.00	0.652	1.06346	$0.41	$0.41
Ribau Jeffrey	CON 1 PT LOT 20	271104000317600	0.908	0.908	25	0		$0.00	0.908	1.48102	$0.57	$0.57

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Bankert Roy Wallace	CON 1 PT LOT 20	271104000317700	2.307	2.308	25	0		$0.00	2.308	3.76389	$1.46	$1.46
Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	5.229	5.230	35	1.104	0.00624	$6.24	5.230	11.94311	$4.62	$10.86
Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	271104000317800	0.617	0.617	25	0		$0.00	0.617	1.00586	$0.39	$0.39
Clow Kevin	CON 1 PT LOT 20	271104000317825	3.691	3.692	25	0		$0.00	3.692	6.02132	$2.33	$2.33
Grist William Joseph	CON 1 PT LOT 20 RP59R 11429 PART 1	271104000317850	0.406	0.406	25	0		$0.00	0.406	0.66181	$0.26	$0.26
Van Kralingen Allert	CON 1 PT LOT 20	271104000317900	20.343	17.360	35	0		$0.00	17.360	39.64075	$15.33	$15.33
Nero Felice	CON 1 PT LOT 20	271104000318000	2.431	2.431	35	0		$0.00	2.431	5.55189	$2.15	$2.15
Whisky Run Golf Club Ltd	CON 1 PT LOT 20	271104000318010	33.810	5.105	35	0		$0.00	5.105	11.65751	$4.51	$4.51
Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	271104000318100	1.320	0.560	20	0		$0.00	0.560	0.73112	$0.28	$0.28
O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	271104000400100	0.554	0.357	20	0		$0.00	0.357	0.46604	$0.18	$0.18
Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	271104000400101	1.470	0.889	20	0		$0.00	0.889	1.16009	$0.45	$0.45
Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	271104000400102	0.874	0.513	20	0		$0.00	0.513	0.66930	$0.26	$0.26
Neumann Gary	CON 1 PT LOT 21	271104000400300	0.586	0.385	20	0		$0.00	0.385	0.50188	$0.19	$0.19
Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	271104000400305	0.872	0.553	20	0		$0.00	0.553	0.72212	$0.28	$0.28
Matheson Gary	CON 1 PT LOT 21	271104000400400	0.663	0.414	20	0		$0.00	0.414	0.54072	$0.21	$0.21
White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	271104000400500	1.304	1.150	20	0		$0.00	1.150	1.50020	$0.58	$0.58
McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	271104000400505	1.816	0.753	20	0		$0.00	0.753	0.98235	$0.38	$0.38
Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	271104000400510	1.238	0.058	20	0		$0.00	0.058	0.07533	$0.03	$0.03
Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	271104000400620	0.878	0.113	20	0		$0.00	0.113	0.14806	$0.06	$0.06
Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	271104000400700	4.337	0.156	20	0		$0.00	0.156	0.20316	$0.08	$0.08
Cunningham Jesse	CON 1 PT LOT 22	271104000400800	0.233	0.061	20	0		$0.00	0.061	0.07931	$0.03	$0.03
Pelchat Brock	CON 1 PT LOT 22	271104000400820	0.086	0.033	20	0		$0.00	0.033	0.04344	$0.02	$0.02
MacNeil Robert Joseph F	CON 1 PT LOT 22	271104000400900	0.400	0.400	20	0.400	0.00226	$2.26	0.400	0.52207	$0.20	$2.46
Anthony Thomas	CON 1 PT LOT 22	271104000401000	3.432	0.015	20	0		$0.00	0.015	0.01899	$0.01	$0.01
Cudmore Blair	CON 1 PT LOT 22	271104000401100	1.330	0.055	20	0		$0.00	0.055	0.07155	$0.03	$0.03
Taliano David	CON 1 PT LOT 22	271104000401200	1.349	0.099	20	0		$0.00	0.099	0.12931	$0.05	$0.05
Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	271104000401300	0.648	0.115	20	0		$0.00	0.115	0.15039	$0.06	$0.06
Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	271104000401301	0.468	0.088	20	0		$0.00	0.088	0.11457	$0.04	$0.04
Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	271104000401400	0.912	0.081	20	0		$0.00	0.081	0.10507	$0.04	$0.04
Cassan James Cameron Gregory	CON 1 PT LOT 22	271104000401500	0.385	0.096	20	0		$0.00	0.096	0.12560	$0.05	$0.05
Hall Valerie	CON 1 PT LOT 22	271104000401700	0.447	0.248	20	0		$0.00	0.248	0.32415	$0.13	$0.13
McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	271104000401800	0.960	0.490	20	0		$0.00	0.490	0.63991	$0.25	$0.25
Gabriele Janice Ann	CON 1 PT LOT 23	271104000402100	0.519	0.282	20	0		$0.00	0.282	0.36831	$0.14	$0.14
Peacock Kent William	CON 1 PT LOT 23	271104000402300	0.589	0.294	20	0		$0.00	0.294	0.38323	$0.15	$0.15
Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	271104000402400	0.206	0.073	20	0		$0.00	0.073	0.09478	$0.04	$0.04
Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	271104000402500	0.419	0.144	20	0		$0.00	0.144	0.18757	$0.07	$0.07
Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	271104000402600	0.473	0.148	20	0		$0.00	0.148	0.19329	$0.07	$0.07
Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	271104000402700	0.407	0.133	20	0		$0.00	0.133	0.17390	$0.07	$0.07
Papadakos Patricia	CON 1 PT LOT 23	271104000402801	0.148	0.138	20	0		$0.00	0.138	0.17962	$0.07	$0.07
Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	271104000402900	0.462	0.124	20	0		$0.00	0.124	0.16216	$0.06	$0.06
Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	271104000402901	0.430	0.430	20	0.143	0.00081	$0.81	0.430	0.56099	$0.22	$1.03
Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	271104000402902	0.487	0.119	20	0		$0.00	0.119	0.15503	$0.06	$0.06
Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	271104000402905	0.570	0.570	20	0.402	0.00227	$2.27	0.570	0.74392	$0.29	$2.56
McQuilkin Vanessa	CON 1 PT LOT 23	271104000403000	0.277	0.277	20	0.101	0.00057	$0.57	0.277	0.36175	$0.14	$0.71
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	271104000403100	0.118	0.064	20	0		$0.00	0.064	0.08413	$0.03	$0.03
Siba Jayne Leslie	CON 1 PT LOT 23	271104000403200	0.276	0.276	20	0.119	0.00067	$0.67	0.276	0.36062	$0.14	$0.81

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Peshimam Abid Zahoor	CON 1 PT LOT 23	271104000403300	0.238	0.238	20	0.097	0.00055	$0.55	0.238	0.31018	$0.12	$0.67
Dutcher Lori	CON 1 PT LOT 23	271104000403400	0.236	0.236	20	0.090	0.00051	$0.51	0.236	0.30752	$0.12	$0.63
Soldat Lesley	CON 1 PT LOT 23	271104000403500	0.233	0.233	20	0.094	0.00053	$0.53	0.233	0.30418	$0.12	$0.65
Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	271104000403600	0.408	0.408	20	0.167	0.00094	$0.94	0.408	0.53269	$0.21	$1.15
Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	271104000403605	0.407	0.407	20	0.246	0.00139	$1.39	0.407	0.53081	$0.21	$1.59
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	271104000403700	7.778	7.780	30	7.780	0.04399	$43.99	7.780	15.22661	$5.89	$49.88
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	271104000403710	1.714	1.715	30	1.715	0.00970	$9.70	1.715	3.35609	$1.30	$10.99
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	271104000403720	6.457	6.459	30	6.459	0.03652	$36.52	6.459	12.64188	$4.89	$41.41
Arnold Alicia	CON 1 PT LOT 22	271104000403800	0.380	0.380	20	0.334	0.00189	$1.89	0.380	0.49591	$0.19	$2.08
Snider Harvey Wilson	CON 1 PT LOT 22	271104000403900	0.264	0.264	20	0.084	0.00048	$0.48	0.264	0.34413	$0.13	$0.61
Roman Catholic Episcopal Corporatio	CON 1 PT LOT 22	271104000404100	2.600	2.601	45	0.138	0.00078	$0.78	2.601	7.63498	$2.95	$3.73
Mitchell Timothy J	CON 1 PT LOT 22	271104000404200	1.150	1.150	20	0.824	0.00466	$4.66	1.150	1.50061	$0.58	$5.24
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	271104000404300	3.814	3.815	30	3.815	0.02157	$21.57	3.815	7.46624	$2.89	$24.46
570466 Ontario Limited	CON 1 PT LOT 21	271104000404301	5.116	5.117	35	5.109	0.02889	$28.89	5.117	11.68411	$4.52	$33.41
Mason Martha Jeanne	CON 1 PT LOT 21	271104000404303	3.067	3.068	30	2.888	0.01633	$16.33	3.068	6.00514	$2.32	$18.65
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	271104000404320	0.445	0.445	20	0.361	0.00204	$2.04	0.445	0.58036	$0.22	$2.27
Gibbs Irene	CON 1 PT LOT 21	271104000404400	0.442	0.442	25	0.316	0.00178	$1.78	0.442	0.72034	$0.28	$2.06
Nicholls Larry James	CON 1 PT LOT 21	271104000404500	1.220	1.220	25	0.962	0.00544	$5.44	1.220	1.99031	$0.77	$6.21
Winger Lloyd James Junior	CON 1 PT LOT 21	271104000404600	0.848	0.849	25	0.402	0.00227	$2.27	0.849	1.38417	$0.54	$2.81
Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	271104000404601	0.405	0.405	25	0.063	0.00036	$0.36	0.405	0.66035	$0.26	$0.61
Whisky Run Golf Club Ltd	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	271104000404700	18.771	18.777	35	13.996	0.07913	$79.13	18.777	42.87469	$16.58	$95.72
Bankert David Roy	HUMBERSTONE CON 1 PT LOT 21	271104000404800	13.851	13.855	35	10.390	0.05875	$58.75	13.855	31.63718	$12.24	$70.98
Spiteri Claudia Maria	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	271104000404802	0.681	0.681	25	0		$0.00	0.681	1.11132	$0.43	$0.43
Talbot Jason J	CON 1 PT LOT 21	271104000404900	0.316	0.316	25	0		$0.00	0.316	0.51529	$0.20	$0.20
Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	271104000405000	0.347	0.348	25	0		$0.00	0.348	0.56683	$0.22	$0.22
Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	271104000405100	15.395	15.399	35	9.002	0.05090	$50.90	15.399	35.16163	$13.60	$64.50
Vale Canada Limited	CON 1 PT LOT 21	271104000405200	7.939	7.941	35	4.495	0.02542	$25.42	7.941	18.13260	$7.01	$32.43
Arsenault Robert Eugene	CON 1 PT LOT 21	271104000405300	0.236	0.236	25	0		$0.00	0.236	0.38548	$0.15	$0.15
Perron Alysha Marie	CON 1 PT LOT 21	271104000405400	0.340	0.340	25	0		$0.00	0.340	0.55492	$0.21	$0.21
Peterson Chad Allan	CON 1 PT LOT 21	271104000405500	9.483	9.486	35	0.263	0.00149	$1.49	9.486	21.66058	$8.38	$9.86
Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	271104000405600	3.068	3.069	35	1.338	0.00756	$7.56	3.069	7.00793	$2.71	$10.27
Paxton Matthew Ryan	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	271104000405602	3.049	3.050	35	0.960	0.00543	$5.43	3.050	6.96485	$2.69	$8.12
Moskalyk John Joseph	CON 1 PT LOT 21	271104000405700	6.807	6.809	35	3.593	0.02032	$20.32	6.809	15.54789	$6.01	$26.33
Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	1.794	1.795	25	0.939	0.00531	$5.31	1.795	2.92740	$1.13	$6.44
Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	271104000405900	0.151	0.151	25	0		$0.00	0.151	0.24605	$0.10	$0.10
Besselink Leo	CON 1 PT LOT 21	271104000406000	0.331	0.332	25	0		$0.00	0.332	0.54076	$0.21	$0.21
Vanderhoek James Anthony	CON 1 PT LOT 21	271104000406100	0.335	0.335	25	0		$0.00	0.335	0.54615	$0.21	$0.21
Sieber Michael Joseph	CON 1 PT LOT 21	271104000406200	0.366	0.366	25	0		$0.00	0.366	0.59735	$0.23	$0.23
Thalen William Douglas	CON 1 PT LOT 21	271104000406300	0.511	0.511	25	0		$0.00	0.511	0.83299	$0.32	$0.32
Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	271104000406400	0.416	0.416	25	0		$0.00	0.416	0.67869	$0.26	$0.26
Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	271104000406500	0.416	0.416	25	0		$0.00	0.416	0.67878	$0.26	$0.26
Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	271104000406600	0.416	0.416	25	0		$0.00	0.416	0.67876	$0.26	$0.26
Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	271104000406700	0.416	0.416	25	0		$0.00	0.416	0.67874	$0.26	$0.26
Riegle Colleen	CON 1 PT LOT 21	271104000406800	0.415	0.415	25	0		$0.00	0.415	0.67676	$0.26	$0.26
Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	0.399	0.399	25	0		$0.00	0.399	0.65081	$0.25	$0.25
Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	0.747	0.747	25	0.005	0.00003	$0.03	0.747	1.21874	$0.47	$0.50
Dunham Traci Lynn	CON 1 PT LOT 21	271104000407100	0.111	0.111	25	0		$0.00	0.111	0.18147	$0.07	$0.07
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	271104000407200	5.648	5.650	35	1.187	0.00671	$6.71	5.650	12.90028	$4.99	$11.70
White Margaret Ann	CON 1 PT LOT 22	271104000407300	9.073	9.076	35	7.889	0.04461	$44.61	9.076	20.72408	$8.02	$52.62
White Margaret Ann	CON 1 PT LOT 22	271104000407300	5.225	5.226	35	3.072	0.01737	$17.37	5.226	11.93397	$4.62	$21.99

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Johnson David Allen	CON 1 PT LOT 22	271104000407400	0.345	0.345	25	0		$0.00	0.345	0.56320	$0.22	$0.22
Hassam Kirsten Anne	CON 1 PT LOT 22	271104000407500	0.464	0.464	25	0		$0.00	0.464	0.75626	$0.29	$0.29
Rittner Robert	CON 1 PT LOT 22	271104000407600	0.349	0.349	25	0		$0.00	0.349	0.56998	$0.22	$0.22
Pipher Eric James	CON 1 PT LOT 22	271104000407700	0.149	0.149	25	0		$0.00	0.149	0.24242	$0.09	$0.09
Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	271104000407800	7.678	7.680	35	2.028	0.01147	$11.47	7.680	17.53646	$6.78	$18.25
PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	271104000407805	4.257	4.258	45	3.812	0.02155	$21.55	4.258	12.50159	$4.84	$26.39
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	271104000407900	8.843	8.845	35	8.845	0.05001	$50.01	8.845	20.19740	$7.81	$57.82
Beck Ronald Andrew	CON 1 PT LOT 22	271104000408000	0.149	0.149	25	0		$0.00	0.149	0.24244	$0.09	$0.09
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	271104000408100	3.525	3.526	30	3.526	0.01994	$19.94	3.526	6.90081	$2.67	$22.60
Vale Canada Limited	CON 1 PT LOT 22	271104000408200	6.474	6.475	30	6.475	0.03661	$36.61	6.475	12.67367	$4.90	$41.51
570466 Ontario Limited	CON 1 PT LOT 22	271104000408201	1.728	1.729	30	1.729	0.00977	$9.77	1.729	3.38335	$1.31	$11.08
Vale Canada Limited	CON 1 PT LOT 22	271104000408300	3.496	3.497	30	3.497	0.01977	$19.77	3.497	6.84399	$2.65	$22.42
Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	271104000408400	12.518	12.522	30	12.522	0.07080	$70.80	12.522	24.50795	$9.48	$80.28
Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	271104000408600	8.439	8.441	30	8.441	0.04773	$47.73	8.441	16.52137	$6.39	$54.12
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.730	6.732	30	3.525	0.01993	$19.93	6.732	13.17561	$5.10	$25.03
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	10.879	10.882	30	10.839	0.06128	$61.28	10.882	21.29867	$8.24	$69.52
PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	271104000408715	4.928	2.461	30	0.874	0.00494	$4.94	2.461	4.81708	$1.86	$6.80
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373	0.373	32	0.135	0.00077	$0.77	0.373	0.77806	$0.30	$1.07
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631	0.631	25	0.104	0.00059	$0.59	0.631	1.02959	$0.40	$0.98
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463	0.463	25	0.078	0.00044	$0.44	0.463	0.75504	$0.29	$0.73
Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	271104000409100	0.201	0.201	25	0		$0.00	0.201	0.32777	$0.13	$0.13
S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.883	0.778	30	0		$0.00	0.778	1.52355	$0.59	$0.59
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202	0.202	25	0		$0.00	0.202	0.32931	$0.13	$0.13
Ed Christensen Roofing Limited	CON 1 PT LOT 23	271104000409400	0.190	0.190	25	0		$0.00	0.190	0.31021	$0.12	$0.12
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190	0.190	25	0		$0.00	0.190	0.31022	$0.12	$0.12
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190	0.190	25	0		$0.00	0.190	0.31022	$0.12	$0.12
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190	0.190	25	0		$0.00	0.190	0.31021	$0.12	$0.12
S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	271104000409800	6.080	5.747	30	0		$0.00	5.747	11.24829	$4.35	$4.35
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	271104000409801	2.211	2.212	85	0.542	0.00306	$3.06	2.212	12.26441	$4.74	$7.81
Vale Canada Limited	CON 1 PT LOT 23	271104000409802	3.947	3.949	30	3.913	0.02212	$22.12	3.949	7.72822	$2.99	$25.11
Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	271104000409900	12.543	12.547	35	0		$0.00	12.547	28.64897	$11.08	$11.08
Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	271104000410000	15.727	15.732	35	0		$0.00	15.732	35.92162	$13.89	$13.89
Sherry Vernon Eugene Martin	CON 2 PT LOT 21	271104000410100	4.046	4.047	35	0		$0.00	4.047	9.24122	$3.57	$3.57
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	271104000410101	0.121	0.121	25	0		$0.00	0.121	0.19738	$0.08	$0.08
Baillargeon Steve	CON 2 PT LOT 21	271104000410200	0.152	0.152	25	0		$0.00	0.152	0.24750	$0.10	$0.10
Dennis Wayne	CON 2 PT LOT 21	271104000410300	0.182	0.182	25	0		$0.00	0.182	0.29751	$0.12	$0.12
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.179	0.179	25	0		$0.00	0.179	0.29253	$0.11	$0.11
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.212	0.212	25	0		$0.00	0.212	0.34602	$0.13	$0.13
2867781 Ontario Inc	CON 2 PT LOT 21	271104000410600	0.197	0.197	25	0		$0.00	0.197	0.32194	$0.12	$0.12
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.205	0.205	25	0		$0.00	0.205	0.33437	$0.13	$0.13
Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	271104000410705	3.953	3.954	35	0		$0.00	3.954	9.02858	$3.49	$3.49
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801 PART 3	271104000410710	2.898	2.899	35	0		$0.00	2.899	6.61924	$2.56	$2.56
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801 PART 2	271104000410800	4.198	4.199	35	0		$0.00	4.199	9.58787	$3.71	$3.71
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732 PART 1	271104000410810	0.406	0.407	25	0		$0.00	0.407	0.66314	$0.26	$0.26
705 Main PC Holdings Inc	CON 2 PT LOT 22 RP59R4801 PART 1	271104000410900	7.709	7.711	35	0		$0.00	7.711	17.60825	$6.81	$6.81
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.409	5.411	25	0		$0.00	5.411	8.82521	$3.41	$3.41
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	271104000411200	1.202	1.202	25	0		$0.00	1.202	1.96028	$0.76	$0.76
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	271104000411205	1.208	1.208	25	0		$0.00	1.208	1.97068	$0.76	$0.76
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067	0.067	25	0		$0.00	0.067	0.10901	$0.04	$0.04
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	271104000411500	73.150	73.171	35	0.000	0.00000	$0.00	73.171	167.07763	$64.62	$64.62
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418	0.418	25	0		$0.00	0.418	0.68182	$0.26	$0.26
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209	0.209	25	0		$0.00	0.209	0.34099	$0.13	$0.13
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	0.418	25	0		$0.00	0.418	0.68183	$0.26	$0.26
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209	0.209	25	0		$0.00	0.209	0.34122	$0.13	$0.13

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Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	271104000412100	0.209	0.209	25	0		$0.00	0.209	0.34106	$0.13	$0.13
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357	0.357	25	0		$0.00	0.357	0.58216	$0.23	$0.23
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186	0.186	25	0		$0.00	0.186	0.30303	$0.12	$0.12
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	12.728	12.732	35	0		$0.00	12.732	29.07222	$11.24	$11.24
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	271104000412700	12.623	12.627	35	0		$0.00	12.627	28.83250	$11.15	$11.15
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	271104000412700	26.275	22.193	35	0		$0.00	22.193	50.67553	$19.60	$19.60
Elite Cap PC Holdings Inc	CON 2 PT LOT 23	271104000412800	0.363	0.363	30	0		$0.00	0.363	0.71104	$0.28	$0.28
NCDSB	CON 2 PT LOT 23	271104000412900	5.945	5.947	30	0		$0.00	5.947	11.63961	$4.50	$4.50
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176	0.176	25	0		$0.00	0.176	0.28690	$0.11	$0.11
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.181	0.182	25	0		$0.00	0.182	0.29611	$0.11	$0.11
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186	0.186	25	0		$0.00	0.186	0.30304	$0.12	$0.12
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.580	0.085	25	0		$0.00	0.085	0.13920	$0.05	$0.05
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	271104000413400	0.852	0.424	25	0		$0.00	0.424	0.69202	$0.27	$0.27
Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	271104000413401	11.176	7.409	35	0		$0.00	7.409	16.91815	$6.54	$6.54
Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	271104000413410	10.113	9.878	35	0		$0.00	9.878	22.55615	$8.72	$8.72
Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	271104000413435	4.016	0.533	35	0		$0.00	0.533	1.21684	$0.47	$0.47
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	271104000414000	65.927	3.313	35	0		$0.00	3.313	7.56578	$2.93	$2.93
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	271104000414120	31.214	0.929	35	0		$0.00	0.929	2.12015	$0.82	$0.82
Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	271104000417902	0.580	0.580	20	0		$0.00	0.580	0.75727	$0.29	$0.29
PC City Hall	CON 1 PT LOTS 1-22	271104000499900	1.603	1.603	80	0.038	0.00021	$0.21	1.603	8.36506	$3.24	$3.45
PC City Hall	CON 1 PT LOTS 1-22	271104000499900	1.010	1.011	80	0		$0.00	1.011	5.27526	$2.04	$2.04
Matej Dimitrov	CON 3 PT LOT 17	271104000501700	1.206	0.665	25	0		$0.00	0.665	1.08427	$0.42	$0.42
Huffman Audrey Ferne	CON 3 PT LOT 17	271104000501800	4.752	1.528	35	0		$0.00	1.528	3.48965	$1.35	$1.35
Larocque Lucille	CON 3 PT LOT 17	271104000502301	0.968	0.042	25	0		$0.00	0.042	0.06835	$0.03	$0.03
Tice George Edward	CON 3 S PT LOT 17	271104000502400	20.160	15.844	35	0		$0.00	15.844	36.17752	$13.99	$13.99
Larocque Yvon	CON 3 PT LOT 17	271104000502500	0.350	0.251	25	0		$0.00	0.251	0.40944	$0.16	$0.16
McIntyre David John	CON 3 N PT LOT 17	271104000503100	18.043	2.845	35	0		$0.00	2.845	6.49657	$2.51	$2.51
Fritz Julius	CON 3 PT LOT 18	271104000504500	24.450	13.612	35	0		$0.00	13.612	31.08112	$12.02	$12.02
2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	271104000504505	0.673	0.673	25	0		$0.00	0.673	1.09770	$0.42	$0.42
1374894 Ontario Inc	CON 3 N PT LOT 18	271104000504700	36.369	36.379	35	0		$0.00	36.379	83.06773	$32.13	$32.13
Tsouskalas Harry	CON 3 S PT LOT 18	271104000504800	4.163	4.164	35	0		$0.00	4.164	9.50922	$3.68	$3.68
Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	271104000505105	1.145	0.131	25	0		$0.00	0.131	0.21348	$0.08	$0.08
Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	271104000505110	0.531	0.492	25	0		$0.00	0.492	0.80272	$0.31	$0.31
Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	271104000505120	0.531	0.497	25	0		$0.00	0.497	0.81116	$0.31	$0.31
De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	271104000505130	0.531	0.503	25	0		$0.00	0.503	0.81960	$0.32	$0.32
Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	271104000505140	0.531	0.242	25	0		$0.00	0.242	0.39453	$0.15	$0.15
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	42.374	38.250	35	0		$0.00	38.250	87.34080	$33.78	$33.78
Koch Olga	CON 3 LOT 19CPT	271104000506500	25.612	0.224	25	0		$0.00	0.224	0.36584	$0.14	$0.14
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.799	0.079	25	0		$0.00	0.079	0.12911	$0.05	$0.05
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	17.057	17.062	35	0		$0.00	17.062	38.95939	$15.07	$15.07
Forsey Cynthia Lynn	CON 3 PT LOT 20	271104000506701	0.186	0.186	25	0		$0.00	0.186	0.30300	$0.12	$0.12
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.195	0.085	25	0		$0.00	0.085	0.13917	$0.05	$0.05
Fijavz David	CON 3 PT LOT 20	271104000506703	2.545	0.334	25	0		$0.00	0.334	0.54396	$0.21	$0.21
Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	271104000506710	0.405	0.211	25	0		$0.00	0.211	0.34486	$0.13	$0.13
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240 PART 1	271104000506800	4.047	0.271	25	0		$0.00	0.271	0.44133	$0.17	$0.17
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	15.665	15.670	35	0		$0.00	15.670	35.78006	$13.84	$13.84
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.608	15.252	35	0		$0.00	15.252	34.82546	$13.47	$13.47
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	4.177	3.050	35	0		$0.00	3.050	6.96480	$2.69	$2.69
Stovell David Alan	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	271104000507500	2.020	1.238	25	0		$0.00	1.238	2.01987	$0.78	$0.78
Sidhu Navreet	CON 3 S PT LOT 21 S PT LOT 22	271104000508100	12.492	7.613	35	0		$0.00	7.613	17.38373	$6.72	$6.72

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Henderson Drew David	CON 3 PT LOT 22	271104000508301	2.448	1.055	35	0		$0.00	1.055	2.40851	$0.93	$0.93
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.403	0.388	25	0		$0.00	0.388	0.63234	$0.24	$0.24
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.379	0.346	25	0		$0.00	0.346	0.56486	$0.22	$0.22
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.126	0.082	25	0		$0.00	0.082	0.13432	$0.05	$0.05
Stefan John	CON 3 PT LOT 23	271104000509400	0.152	0.016	25	0		$0.00	0.016	0.02675	$0.01	$0.01
Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	271104000510100	0.220	0.001	25	0		$0.00	0.001	0.00135	$0.00	$0.00
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	271104000510200	0.610	0.208	25	0		$0.00	0.208	0.33991	$0.13	$0.13
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	271104000510202	0.417	0.417	25	0		$0.00	0.417	0.68030	$0.26	$0.26
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	271104000510204	0.777	0.605	25	0		$0.00	0.605	0.98705	$0.38	$0.38
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	271104000510206	0.735	0.597	25	0		$0.00	0.597	0.97412	$0.38	$0.38
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.825	2.252	35	0		$0.00	2.252	5.14130	$1.99	$1.99
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.191	0.103	25	0		$0.00	0.103	0.16773	$0.06	$0.06
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.291	0.144	25	0		$0.00	0.144	0.23510	$0.09	$0.09
Bacon Matthew Steven	CON 3 PT LOT 24	271104000511300	0.566	0.347	25	0		$0.00	0.347	0.56629	$0.22	$0.22
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.164	0.099	25	0		$0.00	0.099	0.16093	$0.06	$0.06
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.129	0.029	25	0		$0.00	0.029	0.04689	$0.02	$0.02
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.355	0.356	25	0		$0.00	0.356	0.57985	$0.22	$0.22
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191	0.191	25	0		$0.00	0.191	0.31169	$0.12	$0.12
PC City Hall	59R11175 PART 1 59R11176 PARTS 1 TO 7 59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	271104000699500	3.288	0.815	80	0.043	0.00024	$0.24	0.815	4.25353	$1.65	$1.89
						171.776	**0.971**	**$971.25**			**$902.24**	**$1,873.49**
Roads												
Owner	**ROW_name**	OBJECTID	Area		Runoff_C							
City of Port Colborne	**Carl Rd From Second Concession Rd To Chippawa Rd**	138474	2.413		85	0		$0.00	2.413	13.38160	$5.18	$5.18
City of Port Colborne	**Second Concession Rd From Carl Rd To Miller Rd**	138529	1.673		85	0		$0.00	1.673	9.27801	$3.59	$3.59
City of Port Colborne	**Snider Rd From Second Concession Rd To Chippawa Rd**	138594	0.072		85	0		$0.00	0.072	0.39650	$0.15	$0.15
City of Port Colborne	**Chippawa Rd From Snider rd To Babion Rd**	138602	0.133		85	0		$0.00	0.133	0.73643	$0.28	$0.28
City of Port Colborne	**Babion Rd From Second Concession Rd To Chippawa Rd**	138620	1.434		85	0		$0.00	1.434	7.94989	$3.07	$3.07
City of Port Colborne	**Chippawa Rd From Babion Rd To Carl rd**	138621	0.589		85	0		$0.00	0.589	3.26680	$1.26	$1.26
City of Port Colborne	**Second Concession Rd From Chippawa Rd To Carl Rd**	138653	4.547		85	0		$0.00	4.547	25.21272	$9.75	$9.75
City of Port Colborne	**Reuter Rd From Lake Erie To Durham St**	145477	1.497		85	0.727	0.00411	$4.11	1.497	8.29925	$3.21	$7.32
City of Port Colborne	**Lakeshore Rd E From Reuter Rd To Snider Rd**	145478	0.726		85	0		$0.00	0.726	4.02596	$1.56	$1.56
City of Port Colborne	**Snider Rd From Highway #3 To Second Concessions Rd**	145546	2.024		75	0		$0.00	2.024	9.90294	$3.83	$3.83
City of Port Colborne	**Snider Rd From Killaly St E To Highway #3**	145547	2.028		85	0		$0.00	2.028	11.24330	$4.35	$4.35
City of Port Colborne	**Killaly St E From Elizabeth St To Lorraine Rd**	145578	3.133		85	0		$0.00	3.133	17.37540	$6.72	$6.72
City of Port Colborne	**Lorraine Rd From Killaly St E To Highway #3**	145591	1.739		85	0		$0.00	1.739	9.64068	$3.73	$3.73
City of Port Colborne	**Babion Rd From Highway #3 To Second Concession Rd**	145591	2.271		85	0		$0.00	2.271	12.59471	$4.87	$4.87
City of Port Colborne	**Killaly St E - North Easement From Weaver Rd To Miller Rd**	145649	0.090		85	0		$0.00	0.090	0.50075	$0.19	$0.19
City of Port Colborne	**Killaly St E From Lorraine Rd To Miller Rd**	145652	2.740		85	0		$0.00	2.740	15.19551	$5.88	$5.88
City of Port Colborne	**Weaver Rd From Killaly St E To Highway #3**	145664	1.216		85	0		$0.00	1.216	6.74321	$2.61	$2.61
City of Port Colborne	**Weaver Rd From Friendship Trail To Killaly St E**	145665	0.994		85	0		$0.00	0.994	5.51157	$2.13	$2.13
City of Port Colborne	**Snider Rd From Lake Erie To Killaly St E**	202235	4.808		75	3.988	0.02255	$22.55	4.808	23.52310	$9.10	$31.65
City of Port Colborne	**Lorraine Rd From Lake Erie To Killaly St E**	202294	3.854		85	0.122	0.00069	$0.69	3.854	21.37197	$8.27	$8.95
City of Port Colborne	**Lakeshore Rd E From Snider Rd To Lorraine Rd**	202325	1.724		85	0.249	0.00141	$1.41	1.724	9.55805	$3.70	$5.10
MTO	**Highway #3 From Elizabeth St To Babion Rd**	145532	2.822		95	0		$0.00	2.822	17.49081	$6.76	$6.76
MTO	**Highway #3 From Babion Rd To Weaver Rd**	145596	1.948		95	0		$0.00	1.948	12.07269	$4.67	$4.67
MTO	**Highway #3 From Weaver Rd To Miller Rd**	145628	1.208		95	0		$0.00	1.208	7.48508	$2.89	$2.89
			45.680			**5.085**	**0.029**	**$28.75**			**$97.76**	**$126.51**
						176.861	1.000	**$1,000.00**			**$1,000.00**	**$2,000.00**

DECISION of the COURT OF REVISION

RE: Wignell Municipal Drain in the City of Port Colborne
Decisions Pronounced on the 7th day of August 2024

Appeal #1 – Appellant: Gail Babion Property: 040-005-06900

Appeal Summary: Assessment should be lowered because their property is already assessed for the Port Colborne Municipal Drian.

Decision: That the appeal of Gail Babion be dismissed and the engineer's assessments be upheld on the basis that the assessment is fair. It has been demonstrated by the Engineer that the appellant is only assessed for the length of drain that is used by the appellant.

Appeal #2 – Appellant: Lou Nieuwland Property: 040-003-18010 / 040-004-04700

Appeal Summary: Due consideration has not been given as to type of use of land. The engineering costs associated with the project are too high and the Wignell is not a sufficient outlet for the Michener drain.

Decision: That the appeal of Lou Nieuwland be dismissed and the engineer's assessment be upheld on the basis that the assessments are fair and equitable. The Court of Revision cannot comment of the Wignell Drain being a sufficient outlet as this is a decision of the OMAFRA Tribunal.

Appeal #3 – Appellant: George Tice Property: 040-005-02400

Appeal Summary: Assessment should be lowered because 85 to 90% of the water from the farm on this property goes to the Beaverdams Drain.

Decision: That the appeal of George Tice be accepted and the assessment be reduced to 56.6% ($13,140), which affects Roll Nos. 040 005 503100, 040 005 02500 and 040 005 02301, as follows:
040 005 03100 reduced by 68.9% ($2,869),
040 005 02500 reduced by $263 to $0; and
040 005 02301 reduced by $44 to $0.
The amount unassessed shall be paid by the municipal road authority, $16,316.

Appeal #4 – Appellant: Janet & David Henderson Property: 040-005-06801

Appeal Summary: Assessment should be lowered because the majority of the water on their property comes from the village of Bethel under Chippawa Road through ditches constructed by the City after they purchased the property.

Decision: That the appeal of David Henderson at the Court of Revision will rely on a future corrective measure to address storm water management on the subject property, and as such the appeal be dismissed and the engineer's assessment be upheld on the basis that the assessments are fair and equitable.

Appeal #5 – Appellant: Jack Hellinga Property: 040-004-11000

Appeal Summary: Assessment should be lowered because the assessment schedules include branches to which his property does not drain.

Decision: That the appeal of Jack Hellinga be dismissed, and the engineer's assessment be upheld on the basis that the assessments are fair and equitable.

Appeal #6 – Appellant: Cynthia MacNeil Property: 040-004-00900

Appeal Summary: Assessment is not the appellant's responsibility because the drain has been neglected since they purchased the property in 1997.

Decision: That the appeal of Cynthia MacNeil be dismissed and that the Engineer's assessments be upheld on the basis that there is no guarantee that the lands would not have eroded if the drain was maintained. The Drainage Superintendent shall inspect the drain more frequently and ensure maintenance happens on a routine basis.

Additional General Decision

Decision: That upon review of the report and representations made at the Meeting to Consider, the Court of Revision further directs that the costs of the retaining wall that was constructed in 2007 as defined as interval 3 in the construction schedule shall be paid by the municipal road authority.

FURTHER APPEAL RIGHTS

If dissatisfied with the Decisions of the Court of Revision which were pronounced on the 8th day of July, 2024, anyone may appeal this decision to the Agriculture, Food and Rural Affairs Appeal Tribunal by filling a notice of appeal with Clerk of the municipality within 21 days of the date of this decision.

Signed:

Ron Bodner, Chair
Court of Revision for the Wignell Municipal Drain

Dated this 7th day of August, 2024.
Carol Schofield, Clerk
Municipality of Port Colborne

Agriculture, Food and Rural Affairs Appeal Tribunal
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: (519) 826-3433, Fax: (519) 826-4232
Email: AFRAAT@ontario.ca

Tribunal d'appel de l'agriculture, de l'alimentation et des affaires rurales
1 Stone Road West
Guelph, Ontario N1G 4Y2
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Courriel: AFRAAT@ontario.ca

Ontario

FILE NO.: 010Wignell24
DATE: 2025/12/30

IN THE MATTER OF THE *DRAINAGE ACT*, R.S.O. 1990, CHAPTER D.17, AS AMENDED,

AND IN THE MATTER OF Appeals to the Agriculture, Food and Rural Affairs Appeal Tribunal by **Cynthia and Robert MacNeil, and Whisky Run Golf Club Ltd.** under section 48(1) of the *Drainage Act* and under Section 54 of the *Drainage Act*, with respect to the **Wignell Municipal Drain** in the City of Port Colborne.

AND IN THE MATTER OF: An electronic hearing to be held pursuant to Rule 18 of the Tribunal's Rules of Procedure.

BETWEEN:	)	
Cynthia and Robert MacNeil,	)	Self-Represented
Whisky Run Golf Club Ltd	)	Represented by: H. Nieuwland
Appellants	)	
– and –	)	
City of Port Colborne	)	Represented by T. Richardson
Respondent	)	

Heard: April 22, 23, July 15, 22, and 23, 2025 via Zoom

Before: Christine Greydanus, Vice-Chair, John Johnson, Vice-Chair, and David Fawcett, Member

Parties Present:
Cynthia and Robert MacNeil, Appellants
Lou Nieuwland, Whisky Run Golf Club Ltd., Appellant
Hendrik Nieuwland, Counsel
Alana Vander Veen, Drainage Superintendent, City of Port Colborne
Tom Richardson, Counsel

Jessica Beaupre, Clerk, City of Port Colborne

Witnesses:
David Bankert, Whiskey Run Golf Club Ltd. Witness
Lenard Groetelaars, Whiskey Run Golf Club Ltd. Witness
Lou Nieuwland, Whiskey Run Golf Club Ltd. Witness
Marc Gaudet, Whiskey Run Golf Club Ltd. Witness
Cynthia MacNeil, Appellant Witness
Chris Lee, City of Port Colborne Witness
Alana Vander Veen, City of Port Colborne Witness
Paul Marsh, City of Port Colborne Witness

DECISION OF THE TRIBUNAL

[1] The Agricultural Food and Rural Affairs Appeal Tribunal ("the Tribunal") heard this matter virtually on April 22, 23, July 15, 22 and 23, 2025.

[2] The appeals by Cynthia and Robert McNeil and by Whiskey Run Golf Club Inc. ("Whiskey Run") were pursuant to section 48(1) and section 54 of the *Drainage Act* ("the Act"); with reference to the Wignell Municipal Drain ("the Drain") in the City of Port Colborne; of the Engineer's Report, dated February 9, 2024 ("the Report") as prepared by Paul Marsh of EWA Engineering ("the Engineer").

[3] The Report was completed under section 4, 76 and 78 of the *Act*. On July 23, 2018, the City of Port Colborne approved the appointment of the Engineer to prepare an Engineer's Report for the Wignell Drain, Michener Drain and the Port Colborne Drain within the City of Port Colborne.

Paul Marsh, P. Eng., presentation of the Report

[4] Paul Marsh was qualified as an expert witness and sworn in. He provided an overview and evidence of the particulars of the Drain.

[5] The Wignell Drain outlets to Lake Erie and provides an outlet for two additional Municipal Drains, the Port Colborne Drain, lying to the west and the Michener Drain lying to the east of the Wignell.

[6] The City of Port Colborne commenced a review of the Wignell Drain in 2003 and retained Wiebe Engineering ("Wiebe") to prepare a report. Wiebe ceased operations in 2008 without completing the work. In 2013, the City of Port Colborne retained the engineering firm, AMEC Foster Wheeler ("AMEC") to continue with the engineer's report. The report incomplete, AMEC abandoned the project in 2017.

[7] EWA Engineering was subsequently appointed by the council of the City of Port Colborne on July 23, 2018. At that time, it was determined that the work would be broken down into three reports, one for each of the Port Colborne Drain, the Michener Drain and the Wignell Drain.

[8] The design basis for the Wignell Drain improvements provides for a design that will not eliminate flooding for the lands within the watershed but will achieve an acceptable level of performance. Flooding as determined by the Niagara Peninsula Conservation Authority ("the NPCA") is based on a 1:100-year storm with flood hazard lands being identified in the Report as determined by the NPCA.

[9] The Drain has been designed for a one in 5-year storm with a soil conservation 24-hour storm of 68.9 mm of rain fall in 24 hours. This is the standard that the Drain has been designed for with the banks full no flooding, to the outlet. This was determined based on the Lake Erie annual average surface elevation at the outlet of the Wignell Drain. The NPCA has established the 100-year flood line based on 121.4 mm of rain within a 24-hour period.

[10] When Lake Erie is higher than the annual monthly average, 174.15 meters, then the risk of flooding in excess of the calculated average top of bank is more likely. However, for any storm over the design criteria, there is a risk of a top of bank exceedance (flooding). An example given was the July 17, 2021 storm that produced 102mm with in 14.4 hours. In that instance it would be expected that the top of bank would be exceeded.

[11] Mr. Marsh stated that, exceeded is determined in the predictive model based on average bank height and thus actual exceedance occurs with both the MacNeil property and the Whiskey Run property along with all the other properties within the Wignell Bog lands that are lower in elevation than the stated 175.5 meters.

[12] The existing gate structures are used to block a surge or seiche event from Lake Erie inundating the Wignell Bog lands, which are the 1.9 km of municipal drain upstream of the gate structure. The gate structure is not used to control or address water levels when the Lake Erie elevation is consistently above normal or average, which is what was occurring during the period from 2019 to 2021 when the lake set record high levels for monthly average water surface elevations.

[13] In order to address the complaints from Ms. MacNeil and Mr. Nieuwland with regard to the responsiveness to opening and closing the gates in the past, the Report includes proposed improvements to automate the gate operation and to respond to the potential impact of the Lake without requiring an operator.

[14] In 1969, the Flood gates were assessed as a Benefit to the flat lands south of the Friendship Trail (then the CN Railroad tracks) in the Wignell Bog. The lands that were assessed by the City, for the cost of maintenance of the pumps in 2010, are all lands that are now owned by Vale Inco Limited ("Vale"). Vale operates a nickel smelter and owns much of the

lands located south of the Friendship Trail. There was contamination discovered in the Bog lands linked to Vale and Vale purchased the land.

[15] The Drain from its construction in the 1850's through to the 1930's served to improve the cultivation of the low-lying bog lands for the purpose of cultivation. In 1969 it was recognized that the Lake had an adverse impact on the Wignell Drain during periods when Lake Erie experienced a storm surge or seiche causing the lake to rise and flow backwards into the low-lying areas that were farmed. At that time, it was determined that the installation of a control structure with 3 gates, that could be raised and lowered, would be used to prevent backflow from the Lake and improve the performance of the Wignell Drain.

[16] A petition from farmers adjacent to the Drain resulted in pumping being introduced to the Drain in 1973. A 100% of the cost of the pumping was assessed as benefit to the farmlands owned by the farmers who submitted the petition. All of the lands were between the Friendship Trail and the Lake. The schedule of assessment continued until the pumps were removed.

[17] It is the Engineer's assertion that without pumping, the Wignell Drain has sufficient outlet, recognizing that during storms that combine both a seiche and significant runoff during periods of high lake levels, there is an expectation of flooding in the riparian lower reach lands. It is further noted that these three conditions, are not typical and are not reflected in the design storm model for the Drain Report. Compounding the impact of these conditions is the approximate 1/3 reduction in flow capacity through the control structure created by the concrete pump platform. This has been shown by NPCA to negatively impact upstream lands south of the Friendship Trail in any significant flow events (10-year, 25-year, 50-year and 100-year).

[18] The section 4 petition was brought by the Road Authority for sufficient outlet for Wignell Branches #2 and #3. The section 78 is for Drain improvements relating to the changes at the gates and the section 74 Maintenance is for the middle portion of the Drain.

[19] The Engineer in his Report recommended several drain improvements, including a) maintenance to ensure suitable channel design flows are achieved; b) a proposed gate automation project to reduce the response time for gate closing and opening settings so that less water flows backward and there is less impediment for water to flow out the outlet and c) an upper drain alignment change.

[20] The Report further identified several drain improvements with the following being key to the issues of the Appellants;

a. "1. A specific program of improvement for the Wignell Gate structure has been developed to ensure the gate's continued function to prevent Lake Erie Seiche based flooding event. This includes sluice gate maintenance, replacement of existing motors with actuators, safety and security issues and flow monitoring.

The preservation of the existing portable pumping deployment and abandonment of the centrifugal pump former centrifugal pump arrangement are identified."

b. "5. Previous erosion protection works started in 2006 and competed in 2007 were assessed as a Section 24 Special Benefit for costs to the three adjacent landowners as a 14% benefit. The remainder is assessed as a Section 23 Outlet Liability benefit to the upstream land owners in the watershed."

c. "6. A proposed Bank Restoration Improvement Program (BRIP) is included for one subscriber, but other properties can be included by agreeing to the same cost-sharing principles. This uses natural methods to reconstruct a bank to resist future stream bank erosion as an alternative to the concrete block constructed in 2006/2007".

[21] The Report provided two options to address pumping;

"Option A. Replace the original pumping system with a pumping system that meets the stated expected standard with a pumping rate of 0.800 cms to 1.6 cms. A preliminary estimate of $400,000 to $800,000 is the approximate cost to return pumping to the existing gate structure.

Option B: Abandon the primary pumping and only use the trailer deployed pumping for the Wignell Drain and effectively use the gate structure to manage seiche conditions and runoff events. Estimates range from $20,000 to $280,000 depending on configuration. See cost estimates in Appendix B."

[22] The Report recommends Option B.

Whiskey Run Golf Club Ltd. – Appellant evidence and arguments

David Bankert, witness for Whiskey Run Golf Club

[23] David Bankert farms 800 acres in Port Colborne, including 150 acres on Lorraine Road that is in the Wignell Drain watershed. Additionally, Mr. Bankert testified that he has for five years, farmed 4.3 acres of land owned by Mr. Lou Nieuwland, that abuts the Wignell Drain and is immediately west of the Serpent 9-holes at Whiskey Run.

[24] David Bankert stated that he observed flooding on the 4.3 acres of Mr. Nieuwland's land with at least once a year the land being underwater. Mr. Bankert stated that the only way to remove the water was to pump it out. Due to the flooding issues on the 4.3 acres of land, Mr. Bankert's crop rotation is corn, soya beans and hay but not winter wheat.

[25] Mr. Bankert testified that he has declined the offer to farm an additional 10.5 acres of Mr. Nieuwland's adjacent low-lying land because it is too wet. It is Mr. Bankert's opinion that the soils are "are some of the best in the world".

Lenard Groetelaars, witness for Whiskey Run Golf Club

[26] Mr. Groetelaars lives and farms at 1663 Firelane 2, Port Colborne at Weaver Road by the Lake. Mr. Groetelaars has farmed for the 43 years and currently produces soybeans. At the end of Weaver Road at the lake, there is a flood gate and a pump that is operated by Port Colborne. The pump is important when there is a high lake level, if the pump didn't function his land would be flooded.

[27] Mr. Groetelaars stated that if his crops were flooded they would not last more than 10 to 20 hours. His experience is that soybeans can withstand 10 hours but lettuce and cabbage could only handle about an hour of the severe flooding. He had farmed with his family in the Wignell Drain watershed on land south of the Friendship Trail that are now owned by Vale. As, market gardeners, they produced lettuce, celery, onions, carrots and cabbage until the farm was sold in 1980 or 1981.

[28] Vale purchased the land in the market garden area of the Wignell Drain and with the last of this market garden land being bought in 1990 from Overholt Produce and Lakefront Growers. Vale/Inco purchased the lands in the market garden area because of contamination from their smelter.

[29] The pump at the outlet of the Wignell Drain continued to work after the market gardening had ceased.

Lou Nieuwland, witness for Whiskey Run Golf Club

[30] Whiskey Run Golf Club first opened in 1989, is owned by Lou Nieuwland, his wife and their children. It is a 28-hole golf course with 9 holes, the Serpent on land that is just east of the Wignell Drain. The remaining 18-holes are on land farther away, east of Lorraine Road, which principally falls within the Beaverdam Drain watershed. Close to 75 acres of their land is in the Wignell drainage area.

[31] Lou Nieuwland testified that only the Serpent 9-holes experiences flooding, and that the flooding occurs at the southwest corner on the land closest to the Wignell Drain.

[32] The flooding is a problem that negatively impacts Whiskey Run causing the Serpent 9-holes to be closed for period of days to weeks resulting in a financial loss annually to his business of $20,000 since 2015. Mr. Nieuwland stated that the pumps were removed from the Wignell outlet in 2014 and that there was no notification when they were removed.

[33] Lou Nieuwland testified that in his opinion the Wignell Drain is the source of the flooding on his property. It was his observation that flooding followed storm events when the gates at the Wignell Drain outlet are closed, in order to prevent the seiche events from Lake Erie. Then the water coming down the Drain has nowhere to go, causing the Drain to breach its banks and to flood his lands to the east.

Marc Gaudet, P. Eng. witness for Whiskey Run Golf Club

[34] Mr. Gaudet was qualified as an expert witness as an engineer.

[35] In order to provide his opinion evidence, Mr. Gaudet did a review of the Report prepared by Paul Marsh; the Wignell Drain Baseline Report; the Wignell Watershed and Hydraulics Report and the Beaver Dam Drain Stormwater Baseline Report.

[36] From this review Mr. Gaudet asserted that there is not adequate pumping available to mitigate occasional flooding at Whiskey Run and that the Wignell Drain does not have sufficient outlet. Mr. Gaudet questions why, except for cost, the decision was made to have a portable pump available rather than having a permanent one put in place. In Mr. Gaudet's opinion, there is a need to get the water out of the inlet quickly to mitigate flooding.

[37] From Mr. Gaudet's perspective, the pumping is a benefit to the landowners in the upper reaches of the drain, as when the drain is maintained, it will be deepened and the water will drain off more quickly and the lower reaches of the drain will act as a storm water pond.

Whiskey Run Golf Club, arguments

[38] First, flooding from the Wignell Drain negatively impacts the Whiskey Run Golf Club's lands. The consequences of the flooding were reported by Mr. Nieuwland to be a drop-in revenue of $20,000 per year since the pumps were removed in 2015.

[39] Second, pumping at the Wignell outlet will ameliorate the risk of flooding. Mr. Marsh agreed on cross examination that pumping was effective at reducing the risk of flooding. In the "Wignell Drain Stormwater Baseline Report", by Paul Marsh, EWA Engineering October 3, 2018 at p. 32, it states that, "The extremely low grade and ever present static water level in the lower reach of the drain suggest that flooding in this area will continue without extensive pumping and levies."

[40] Third, the City's proposed drainage works alterations will not ameliorate flooding. The Engineer presented two options with respect to pumping at the Wignell Drain. Option A was to replace the original pumping system. Option B was to abandon primary pumping and instead use trailer deployed pumping. The Engineer recommended Option B. The particulars of the mobile trailer pump proposed was not defined. The proposal is that the cost for the mobile pump will be directed to the landowner requesting the pump.

[41] The proposed gate structure improvements are summarized as follows;

a. Replace motors that raise and lower the gates adding actuators and sensors to enable automation,

b. Sealing the gate bottom in a concrete notch and

c. Ensuring the west gate extends to the height of 176.5 meters.

[42] Whiskey Run argues that the gate changes will not ameliorate flooding, and that automating the gates is unnecessary. The City staff have the tools available to them to be alerted to storms at least a couple hours in advance, with the staff responsible for closing the gates being typically about 8 minutes away from the gates. Whiskey Run challenged the need to seal the bottom of the gates as there was no evidence provided as to how big, if any the gap is. Whiskey Run argued that extending the gate height is not very costly and the City could make this modification even if the Tribunal modified the Report in favour of pumping.

[43] Fourth, the cost of pumping should be borne by all the property owners in the watershed. The pumping may have started with the market gardening but it continued long after the market gardening ended. There was unclear evidence provided as to which landowners paid for the repair and maintenance of the pumps. Whiskey Run argued that the City intentionally failed to produce documents that would have shown which landowners were assessed for the expenses. There was evidence that the repair and maintenance of the pumps were the costs of the market garden landowners, however there was also evidence that some of the expense was assessed to landowners further up the watershed and by the City.

[44] Finally, the Weibe and AMEC report fees should be removed. It was acknowledged by the Respondent City of Port Colborne that neither of the Engineering firms completed the work they were contracted to do. Weibe commenced working on the project in 2003 and ceased in 2008 and AMEC in 2013 and ceased doing engineering work on the project in 2017. Whiskey Run argued that it was apparent that the work done by both of Weibe and AMEC was stale dated and of little use to Mr. Marsh in the completion of the Report.

[45] Whisky Run request for relief is as follows;

a. Modify the Engineer's Report to recommend Option A over Option B.

b. In the alternative, modify the Engineer's Report to require the City of Port Colborne provide to the property owners, at the City's cost, a dedicated trailer deployed pump of sufficient capacity for use at the Wignell Drain. The downstream reach immediately adjacent to the outlet, has a 0% grade, has been widened in the past, and is functioning as a storm water management pond for the entirety of the upstream of the Wignell Drain. The capacity has been exceeded over the years with the gradual add on of new properties and they have benefited by having their water discharged into the lower reaches and it is a benefit to them as well to have this pumped out.

c. The costs of the Wignell Drain engineering reports from Wiebe and AMEC of $53,374.78 and $19,370.41 respectively, be paid by the City and not assessed to the Drain.

Cynthia and Robert MacNeil, Appellant Evidence and Arguments

[46] Mr. and Mrs. MacNeil own and reside at 828 Lakeshore Rd. E., Port Colborne, Ontario. The MacNeil's purchased this property in October 1997. The Wignell Drain runs along the North boundary of their property.

[47] The MacNeil's section 48(1) appeal was brought on the bases that;

a. The benefit to be derived from the drainage works are not commensurate with estimated costs thereof;

b. The drainage works should be modified on grounds to be stated, and

c. The compensation or allowances provided by the engineer are inadequate or excessive.

[48] The MacNeil's section 54(1) appeal is of the Court of Revision decision dated August 6, 2024, denying them relieve from the assessment levied on their land. The MacNeil's request is for relief from the assessment of Special Benefit for the BRIP in the amount of $6,150.37.

[49] Ms. MacNeil advised that the flooding on their property has been occurring since 1997, preventing them from being able to enjoy half of their yard, causing erosion on the property, the loss of a shed and damage to their septic system. Mrs. MacNeil asserted that the flooding from the drain over the years has reduced the value of their property and that the proposed work on the Drain will not guarantee the prevention of further flooding on their land.

[50] The MacNeil's provided as evidence pictures and videos of the flooding events from 2018 through to 2023. The MacNeil septic system floods during flooding events. The pictures entered as evidence showed their property with extensive flooding in the low-lying areas.

[51] Ms. MacNeil stated that the City of Port Colborne has neglected to maintain the Wignell Drain since 1997 and that when the outlet of the Drain to Lake Erie was blocked by sand, they failed clear it, and on at least one occasion, Port Colborne did not prepare the Drain outlet for an upcoming storm event. Mrs. MacNeil provided as evidence emails she had sent to the City requesting action dealing with the flooding. She further asserted that the City of Port Colborne does not respond when she calls to advise that there is flooding on her land.

[52] Ms. MacNeil stated that maintenance activities, such as the stabilization of the banks of the Drain through the MacNeil property and the repair of erosion issues have been on hold for the duration of the time they have owned the property. In cross examination, Ms. MacNeil agreed that there was removal of both a tree and a beaver dam from the Drain by the City and that the City has dredged the outlet of the Drain and removed sand that the lake action has piled up at the outlet.

[53] Ms. MacNeil argues that the City has failed them by not responding quickly during flood events and has not acted quickly enough to reduce the flooding on their land and thereby reducing the damage to their property near the Drain.

[54] Ms. MacNeil objects to paying a share of the bank protection and the restoration of the land that has been washed away. Ms. MacNeil argued that the Special Benefit in the amount of $6,150.37, does not commensurate with the cost, as the Wignell Drain does not have

sufficient outlet and the description of the work to be completed will not fix the underlying issues.

City of Port Colborne – Evidence and Arguments

Chris Lee, witness for the City of Port Colborne

[55] Chris Lee was the Director of Public Works for the City of Port Colborne for five years from 2015 to 2020. He has resided in the Wignell drainage area since 1977. Mr. Lee stated that the pump installed at the outlet was paid for by an Ontario Ministry of Agriculture (OMAF) grant and was installed at the request of the farmers operating market gardens immediately adjacent to the Wignell Drain. Mr. Lee advised that the lands are now owned by Vale. The benefiting parties paid for the operation of the pump.

[56] The market garden farms in the Wignell Bog were sub drained with tile so the farmers could dry the land early, get their crop in and have it reach the market three to four weeks earlier than produce coming from the Holland Marsh. Once the lands were no longer used for market gardening, the pump was not used much and fell into disrepair. Vale as owner of the lands did not want to pay for a new pump so the pump was removed. Since then a portable pump has been used by the City as needed.

Alana Vander Veen, witness for the City of Port Colborne

[57] Alana Vander Veen has been the Drainage Superintendent for City of Port Colborne since November 2018 and has been employed by the City since 2003. Over her time as Drainage Superintendent she has been involved with the Wignell Drain. Through a file review she is aware of the history of the Wignell Drain and the efforts made to have the drain maintained.

[58] The first engineer's report by Wiebe was commissioned in 2002, and subsequently abandoned by Wiebe; the second engineering firm, Amec was appointed and worked on the project from approximately 2012 to 2015. Meanwhile, some maintenance was performed on the Drain, however, the expenses were not billed out to assessed landowners on the Drain as a new report was being prepared. On July 23, 2018 Paul Marsh was appointed as the engineer to complete the report for the Wignell Drain.

[59] In 2008 the high lift pumps were removed and in 2009 the bills were left in the files. The pumps had been taken for repair and they were not repairable. The City Records showed that historically the only lands that were assessed for and paid for the cost of pumping were the lands that are now owned by Vale/Inco.

[60] Lake levels are monitored by the City to ensure the outlet gates are in the correct position for pending weather events. The City has various gates at drain outlets that it monitors and maintains, four of which are Municipal Drains. The Engineer's recommendation for automatic gate closings will, from Ms. Vander Veen's perspective, speed up the closing of the gates in weather events and reduce the amount of water that is pushed by the Lake up the Drain. The City currently has automatic gates at the outlet of the Eagle Marsh Drain.

[61] Ms. Vander Veen provided data compiled by the Army Corp of Engineer's showing monthly average lake levels from 1999 to 2023. The highest average lake level was during the month of June 2019 at 175.14 meters. This lake level does not take into consideration that the wind at times makes the lake level higher at the outlet.

[62] Ms. Vander Veen testified that the City is called to clean out sand from the outlet of the Wignell Drain when there is a buildup that causes gravity drainage not to work. The number of times that maintenance is performed at the outlet each year will vary depending on the number of storm events and the direction of the winds. In 2019, a lot of cleanout was required at the Wignell outlet. Port Colborne has six municipal drains that experience sand build up at the outlet.

[63] In Ms. Vander Veen's call log, which recorded missed calls, between 2017 and 2025, she received 13 calls from Lou Nieuwland five were regarding the gate position and 3 she classified as panic calls requesting immediate action due to water levels. She also logged many calls from Ms. MacNeil. Ms. MacNeil's calls often request a call back. Ms. Vander Veen explained that often during storm events she will get calls from many different people and she will be in the field dealing with drain issues. She noted that whoever it is that has called in should recognize that the problem has been addressed as requested and that the water levels are gradually changing.

[64] Ms. Vander Veen stated that maintenance work has been done on the Wignell Drain over the years. On August 29, 2022 a beaver dam was removed from the Drain just east of the MacNeil property, the beavers were trapped and removed. In 2018, brushing and the removal of fallen trees from east of the MacNeil property up to the Friendship Trail in and in 2020 from Lakeshore Road east, south to the Lake was completed. From 2010 to 2024 maintenance on the Drain south of the Friendship Trail cost $73,545 and on the floodgate structure $38,006.

[65] Ms. Vander Veen noted that the *Act* requires a report to be written within a year and this report was started in 2002. She is aware that reports frequently take longer than a year to be prepared.

[66] The City has three mobile pumps that have a capacity of 2,200 gallons per minute with the capacity changing dependant on the height the pump is moving the water. Two of the pumps are available for deployment for drains and the third is used for sanitation. Portable pumps are available to rent from companies such as Battlefield Equipment Rentals.

City of Port Colborne, arguments

[67] The Engineer's Reports for the Wignell Drain, the Port Colborne Drain and the Michener Drain were presented separately, and each Report has been appealed to the Tribunal. This hearing on the Wignell Drain is the last of three hearings. Decisions have been rendered by the Tribunal on the Port Colborne Drain and the Michener Drain.

[68] The Decision of the Tribunal on the Michener Drain 2021 ONAFRAAT 18 (CanLII) was issued on December 12, 2021. At that time, the Tribunal ordered that the Michener Drain Report is set aside temporarily until the following three matters are completed;

a. the City must obtain a completed report on the Wignell Drain.

b. all appeals of the Wignell Drain report must have been fully disposed of, and

c. certain works specified in the Wignell Drain report must be completed, ensuring that the Wignell Drain is a sufficient outlet for the Michener Drain.

Once completed, the Engineer must file with the Tribunal a Certificate of Completion for the specified portion of the work.

[69] In short, the work on the Michener Drain cannot commence until the appeals in this hearing have been addressed and the work specified in the order on the Wignell Drain is completed.

[70] The requests for relief by the City of Port Colborne are as follows;

a. The Appeal of Mr. Lou Nieuwland on behalf of Whiskey Run Golf Club, under Section 48 of the Drainage Act, is dismissed;

b. The Appeal of Mr. Lou Nieuwland on behalf of Whiskey Run Golf Club, under Section 54 of the Drainage Act, is dismissed;

c. The Appeal of Ms. Cynthia MacNeil, and Mr. Robert MacNeil, under Section 48 of the Drainage Act, is dismissed;

d. The Appeal of Ms. Cynthia MacNeil, under Section 54 of the Drainage Act, is dismissed;

e. The assessments set out in the Wignell Municipal Drain Report dated February 9, 2024, and as amended by the Court of Revision are confirmed;

f. Should any person wish to seek a different pumping system and/or assessment for pumping than that set out in the Wignell Municipal Drain Report dated February 9, 2024, such a request shall be initiated by means of a petition pursuant to Section 4 of the Drainage Act;

g. The non-administrative costs of the Municipality, incurred with respect to this appeal shall form part of the cost of the drainage works;

h. There shall be no other Order as to costs and all parties shall be responsible for their own costs.

Port Colborne's arguments - Whiskey Run Golf Club

[71] Whiskey Run's s. 48 appeal was made on the basis that a drain without sufficient outlet will not provide benefits commensurate with the costs of the works and that the Report recommends abandoning primary pumping and leaves the Wignell Drain without sufficient outlet.

[72] Whiskey Run's s. 54 appeal was made on the basis that the engineering costs associated with the project were too high; and the costs from the previous engineering companies should not be included as the studies were not completed and not being used.

[73] The City of Port Colborne rejects the argument that there is insufficient outlet asserting that, it is Mr. Gaudet's opinion that without a pump, the Wignell Drain does not provide a sufficient outlet to the watershed. This opinion was based entirely on his reading the Marsh report and interviewing Mr. Nieuwland.

[74] The evidence of Mr. Marsh contests that opinion as follows. Prior to the introduction of a pump in 1973, the Wignell Drain was considered a sufficient outlet as defined by the *Act*. This is supported by the previous Engineers' Reports, the 1969 C.J. Clarke Report and the 1973 C.J. Clarke Pump Report.

[75] The City argues that after the pump was removed from service around 2013, the Wignell Drain continued to be a sufficient outlet. The City rejects Mr. Gaudet's conclusion that "The operation of a primary pump at the Wignell Drain Control Structure is a benefit to all landowners contributory to the Wignell Drain as established by historical pump operation and assessment costs having been shared by landowners in upper reaches of the Wignell Drain". Instead, the City assert that the uncontradicted evidence of Mr. Marsh, Ms. Vander Veen and Mr. Lee is that pump operation and assessment costs were never shared by landowners in the upper reaches of the Wignell Drain. The uncontradicted evidence of the witnesses called by the City is that only some of the property owners, below the Friendship Trail, whose properties benefitted from the pump, paid any assessment for the installation, operation and maintenance of the pump.

[76] The previous pump was paid for by landowners who submitted a petition for the preparation of an Engineer's Report to install a pumping platform to achieve 9,000 USGPM (567 lps). A 10,000 USGPM (631 lps) pump was installed and operated for the period from 1973 to 2013 and the costs of this pumping continued to be charged to the same lands as set out in the original Report prepared in 1973. That was the market garden lands, whose owners originally petitioned for the pump to be installed.

[77] These lands were purchased by Inco/Vale, which continued to pay the assessments for pumping even after the lands ceased to be used for agricultural purposes. There is no evidence that any other landowner, other than those originally assessed in 1973, has paid for pumping.

[78] The City notes that in the submissions of Whiskey Run, they allege that the City failed to produce pump assessment records between 1978 and 1997 and that such failure should lead to an "adverse inference". The adverse inference Whiskey Run would have the Tribunal draw is that the missing documents would not have supported the City's position that only a limited number of landowners paid for the maintenance and repair of the pumps between 1978 and 1997.

[79] Ms. Vander Veen, responded to this allegation in cross-examination, and denied that the records showed a change in the assessment schedule. According to the Ms. Vander Veen, the records that the City produced clearly showed which properties were assessed.

Port Colborne's arguments - Robert and Cynthia MacNeil

[80] Robert and Cynthia MacNeil brought their appeal under Section 48 of the Act seeking relief of their assessment in the Report, the Special Benefit of $6,150 for the BRIP, the Outlet Liability of $177 for a total of $6,328 as the benefit does not commensurate with the cost, as the Wignell Drain is not a sufficient outlet and the description of the work to their property will not fix the underlying issues. The MacNeils also "sought relief on their property taxes" but acknowledged at the hearing that such relief was not within the authority of the Tribunal.

[81] Cynthia MacNeil also filed an appeal under Section 54 of the *Drainage Act*. In this appeal she restated the wording from the s. 48 appeal adding that "(W)e strongly disagree (with the Decision of the Court of Revision) and maintain our position to be absolved from the cost to build the bank".

[82] Ms. MacNeil understands that her property is in a floodplain designated by NPCA. Further she acknowledged that her house has never flooded as a result of the Drain. She admitted she would like to see areas of her yard raised that have eroded due to the flooding of the Drain. She understands that the bank restoration must take place but objects to paying for any of the work.

[83] Ms. MacNeil raised her concerns about the timeliness of response to her calls and emails to the City as the water in the Drain was rising. She also questioned the lack of maintenance of the Drain over the time that they have owned and lived in their home on Lakeshore Rd. The City through Ms. Vander Veen provided evidence of maintenance on the Drain including work at the MacNeil property.

[84] The MacNeils have asked that the Drain perform in a manner that is beyond what is achievable within the limits of her existing property as a riparian landowner. The stated design service level for the Wignell Drain is to convey the 1:5year storm, (68.9mm over 24 hours) to outlet in Lake Erie without causing harm or damage to lands and roads within the watershed. The MacNeils' property has portions of it that are at or below 175.5m elevation, which is the intended design target Wignell Drain Top of Bank (TOB) height for the land upstream of the Wignell Drain Structure.

[85] Ms. MacNeil, in her presentation, illustrated that there has been bank recession on the MacNeil property and that this is something that should be addressed in the Engineer's Report. However, the MacNeils do not wish to pay for the restoration, rather they expect the watershed to pay for the work in its entirety.

[86] In response to this request, the Engineer has proposed the BRIP with the restoration work being assessed at 86% to the upstream watershed and 14% to the landowner who made the request, which is the MacNeil's. This alternative recognizes that the MacNeils would receive a Benefit in the restoration of land and the installation of protection against future erosion. The Report identifies that adjacent landowners could adopt this same improvement with the same assessment of Benefit and Outlet Liability.

[87] The City of Port Colborne suggests that there are two possible paths to resolve the MacNeil appeal. Option A is to accept that the proposed work is an assessed benefit at 14% of the estimated total cost and allow the work to proceed. Option B is that the BRIP should be removed from the MacNeil property, with no assessment for the benefit.

Submissions from Participants

Harry Wells, Participant

[88] Harry Wells resides with his family at 548 Highway #3, Port Colborne. He has lived there for 35 years. His land is 0.828 hectares (approx. 2 acres) in size. Mr. Wells advised that his land is located 1.6 km north of the Friendship Trail and is high and dry.

[89] Mr. Wells expressed his concern that the proposed gates and pumps are to control the back flow from the lake and not to take the runoff water above Whiskey Run Golf Club. Mr. Wells noted that there has been no benefit or adverse impact cited to the landowners north of the Friendship Trail if the gates and pumps were not installed.

[90] It is Mr. Wells opinion that the bank repair and improvement ("the BRIP") at the MacNeil's property is a Special Benefit to them and that the gates and pumps are a Special Benefit for Whiskey Run and therefore the cost of the projects should be the responsibility of the recipients of this benefit.

Josef van Ruyven, Participant

[91] Josef van Ruyven, is a landowner on the Wignell Drain and his land is located north of the Friendship Trail. Mr. van Ruyven expressed that his land has not been affected by flooding caused by seiche events from Lake Erie, nor is there any history of any of the lands north of the Friendship Trail having been affected by a Lake Erie seiche event.

[92] Mr. van Ruyven takes the stance that the cost of installation, maintenance and servicing of any structures required to mitigate flooding on those properties subjected to flooding, either by seiche, or by a precipitation event, be borne by the landowners of the properties who benefit from them.

Jack Hellinga, Participant

[93] Jack Hellinga lives at 770 Highway #3, Port Colborne and his property is within the Port Colborne Drain, a tributary of the Wignell Drain. Mr. Hellinga advised that his property is about 5 meters higher than the highest monthly average level of Lake Erie from the recorded period of 1985 to the present as provided in evidence by the Engineer.

[94] Mr. Hellinga noted that his land has had sufficient drainage from the Port Colborne/ Wignell Drain since 1870. Mr. Hellinga noted that as a result of a 1:50 year storm event on July 17, 2021, there was minimal surface flooding and that it dissipated with in a day after the end of the rain event. Mr. Hellinga argued that the gate and pump structure at the outlet of the Wignell Drain provides no benefit to his land or for the landowners on the Drain north of the Friendship Trail.

[95] Mr. Hellinga objects to the cost of the gates and pumps at the outlet being assessed as Outlet Liability only. He is of the opinion that the modifications to the gate structure are only of benefit to the low-lying properties south of the Friendship Trail and that those landowners should be assessed for Benefit accordingly.

ISSUES

[96] The issues are identified as follows;

a. Should the engineering fees from AMEC Foster Wheeler and Wiebe Engineering be assessed to the Drain?

b. Should the MacNeils be assessed a Special Benefit on a portion of the cost for bank restoration (BRIP) at their property and if so how much?

c. Should the improvements and maintenance to the gate structure proceed as proposed in the Report?

d. Is there sufficient outlet without a pump at the outlet of the Wignell Drain?

e. Should there be an Outlet Liability Assessment levied on all landowners for the cost of maintaining and operating pumping at the outlet of the Wignell Drain?

f. Are the projected costs associated with a permanent pump at the outlet commensurate with the benefit?

THE LAW

[97] The *Drainage Act* at sections 22, 23, 24 and 39;

Assessment for benefit

22 Lands, roads, buildings, utilities or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance or repair of a drainage works may be assessed for benefit. R.S.O. 1990, c. D.17, s. 22.

23 Assessment for liability

Outlet liability

(1) Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability. R.S.O. 1990, c. D.17, s. 23 (1).

Injuring liability

(2) If, from any land or road, water is artificially caused by any means to flow upon and injure any other land or road, the land or road from which the water is caused to flow may be assessed for injuring liability with respect to a drainage works to relieve the injury so caused to such other land or road. R.S.O. 1990, c. D.17, s. 23 (2).

Basis of assessment

(3) The assessment for outlet liability and injuring liability provided for in subsections (1) and (2) shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. R.S.O. 1990, c. D.17, s. 23 (3).

...

Assessment for special benefit

24 The engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. R.S.O. 1990, c. D.17, s. 24.

...

39 Time for filing report

(1) The engineer shall file the report with the clerk of the initiating municipality as soon as it is completed or, in any event, within one year after the appointment of the engineer or within such further time as may be extended before or after the expiry of the one-year period by resolution of the council of the municipality. 2010, c. 16, Sched. 1, s. 2 (7).

Engineer may forfeit compensation

(2) Where, after thirty days notice by council, the engineer neglects to make a report within the time limited by or extended under this section, the engineer shall forfeit all claims for compensation for the work done upon the drainage works, and the council of the local municipality may appoint another engineer. R.S.O. 1990, c. D.17, s. 39 (2).

ANALYSIS AND FINDINGS

Engineering fees

[98] There were engineering fees from Wiebe Engineering and AMEC Foster Wheeler of $53,374.78 and $19,370.41 respectively for work from 2003 to 2017 that was never completed and for which no reports were produced. The evidence was that this work was of little to no value of the writing of the current Report. As such, pursuant to section 39 of the *DA* the landowners are not to be held liable for the cost of this incomplete work. The municipality could have taken action under section 39 (2) of the *Act* and withheld payment to the engineering firms.

[99] The Tribunal agrees that the fees accumulated from two previous incomplete engineering reports from AMEC and Wiebe should be assigned solely to the Municipality.

BRIP Special Benefit

[100] A portion of the MacNeils property is in a floodplain as determined by the NPCA. The property experiences flooding and over time the bank of the Drain has eroded as have portions of the MacNeils' land. The MacNeils testified that the flooding has reduced the value of their property, reduced the available land for them to use when there are high water levels, and will at times impact their septic system. The Tribunal was not provided with evidence as to the amount of the reduction in the value of the MacNeils' property.

[101] The BRIP assessment summary in the Report divides the estimated cost of the program of 45,156.73 with 86.4% or $39,006.36 as Outlet Liability (Section 23) and 13.6% or $6,150.37 as Special Benefit (Section 24) to the private landowner. The program only commences upon the approval of the landowners. The Report provides the cost estimates for the MacNeil property and offers the BRIP to other properties on the same basis.

[102] The optional improvement program, with an elevate bank restoration, provides more than functionality to the Drain. Under the *Act,* an assessment is made for lands that receive a special benefit from the drainage works. The Tribunal disagrees with the Report's division of assessment for the BRIP. The Tribunal finds that the division of assessment for the BRIP should be 30% for Special Benefit and 70% as Outlet Liability.

[103] The MacNeils further requested relief from Outlet Liability assessment on their property. The Tribunal finds that the Outlet Liability assessed on their property is reasonable and aligns with the *Act.*

Gate structure

[104] Whiskey Run argued against making the improvements to the gates proposed in the Report citing the evidence of the Engineer that the gates are working as they are. The Tribunal heard evidence from the Municipality that both of the Appellants along with other landowners are insistent on a timely response from municipal staff when storm events are imminent and threatening to cause flooding. The evidence was that the gate structure is

integral to the functioning of the Drain outlet and that the timely closing and opening of the gates increases the functioning of the Drain. Adding automation to the system is a trade in maintenance cost fin the form of the labour of the Municipal staff to a capital investment in equipment. Ongoing maintenance and repair of the existing gate structures further the functionality of the whole structure. The Tribunal accepts the Reports proposal for the maintenance and improvements in the gate structure.

Sufficient Outlet, pumping

[105] It is the evidence of the Engineer that the Wignell Drain has sufficient outlet without pumping. However, there is an expectation of flooding in the riparian lower reach lands during storms that combine both a seiche and significant runoff during the periods of high lake level. As these three conditions are not a typical case, they are not reflected in the design storm model. The Tribunal agrees that the Drain has sufficient outlet without pumping.

Outlet Liability Assessment and pumping

[106] The Municipality argued that as the pumping system was installed and maintained solely by the market gardeners and as this activity has ceased and the current owners of these lands do not require the level of drainage provided by the pumps, that going forward the assessment for repair and maintenance for pumping at the outlet of the Drain should be assessed to the landowner that requests the pumping.

[107] The inclusion of a pumping system provides a Benefit to landowners in the lower reaches of the drainage area. The Appellants argued that the cost of the maintenance and repair of the pumps should be shared by all the landowners. The Participants, who provided submissions for this hearing, are all located in the upper reaches of the Drain and argued against having any assessment levied against them for the pump and gate structure.

[108] In considering the assessment for the cost of repair and maintenance of the pump the Municipality cited Cranberry Creek Municipal Drain (RE) 2020 ONAFRAAT 9 (CANLII) at p. 62 under the heading of “Assessments for a Pumping Station” ... “the Engineer assessed only 25% of the pump station construction cost and 25% maintenance and operation cost to these lands (“Pump Station Benefit Area”), and 75% to the upstream lands. This assessment split does not seem fair and reasonable”. This paragraph ends with “Accordingly, in these circumstances, it is the view of the Tribunal that a much greater portion of the initial construction cost, as well as the maintenance and operational costs, should be assessed to the lands in the “Pump Station Benefit Area” as benefit, and a much lesser portion of the cost should be assessed to all of the lands within the drainage area as outlet.”

[109] The Tribunal in the matter of the Wignell Drain agrees with this analysis and as such have determined that the assessment for the cost of pumping should be split 50% Benefit to all land upstream of the gate structure lower that the top of the gate and 50% Outlet Liability.

A permanent pumping system vs. a portable pumping system

[110] The Report provides that the preliminary estimate for permanent pumps ranges from $400,000 to $800,000 to replace the pumping system with a pumping system that meets the expected standard with a pumping rate of 0.800 cms to 1.6 cms. The permanent pumping system that gradually was removed from the Wignell outlet had been installed under Petition from the market gardeners farming in the Wignell Bog. The Tribunal accepts the evidence that this land use has now ceased. Evidence provided identified that there was economic benefit for the market gardeners to control water levels on and in their lands in order to achieve their desired production timelines and to safe guard their crops. The Tribunal was not provided with a cost analysis on the benefit of the pumps versus the cost of the pumps.

[111] Whiskey Run advised that they have experienced a loss of revenue of approximately $20,000 annually due to the periodic flooding since 2015 on the Serpent 9. No evidence was provided as to the capacity of a pump required for optimum outcomes for Whiskey Run's golf course.

[112] The Tribunal agrees with the Engineer's recommendation for the use of a portable trailer pump for the Wignell Drain that can be used as needed.

[113] The Tribunal notes that if a landowner requires additional drainage they can bring a petition under section 4 of the *Act.*

[114] The Municipality requested clarification with regards to complying with the order as set out in Michener Drain 2021 ONAFRAAT 18 (CanLII) at para 57,

> "The Appeal by Lou Nieuwland is allowed in part and the Michener Drain Report shall be set aside temporarily. The Tribunal orders that the following must be completed before the Michener Drain Report can proceed to the provisional by-law stage:
>
> > a. The City of Port Colborne must obtain a complete report on the Wignell Drain;
> > b. All timeframes for appeals under the Act with respect to the Wignell Drain report must expire, or any appeals filed must be fully disposed of; and
> >
> > c. The works specified in the Wignell Drain report, from its outlet in Lake Erie to the point immediately west of station 0+400 on the Michener Drain, must be completed, ensuring that the Wignell Drain is a sufficient outlet for the Michener Drain. Once completed, the engineer for the City of Port Colborne must file a Certificate of Completion for this portion of the work, with the Tribunal."

[115] The work to be completed on the Wignell will include improvements on the gate structure, the availability of the trailer pump and maintenance and improvements as per the Report to the point where the Michener outlets into the Wignell.

ORDER OF THE TRIBUNAL

[116] The Tribunal orders the following;

[117] That the appeals of Robert and Cynthia MacNeil are dismissed.

[118] That the assessment schedule for the Bank Restoration Improvement Program shall be changed to 70% Outlet Liability and 30% Special Benefit to the landowners who subscribe to the program.

[119] That the appeals of Whiskey Run Golf Club are allowed in part.

[120] That the engineering fees charged by Wiebe Engineering of $53,374.78 and AMEC Foster Wheeler of $19,370.41 shall be the sole cost of the Municipality.

[121] That the gate maintenance and improvements shall be implemented as per the Report.

[122] That the pumping system will be “Option B” as described in the Report. Specifically, a mobile pump that shall be available on an as need basis to manage seiche conditions and runoff events.

[123] That the cost of pumping shall be divided as 50% Outlet Liability and 50% Benefit to any land lower than the top of the gates at the outlet.

[124] That the non-administrative costs of the Municipality with respect to this appeal shall form part of the costs of the drainage works.

[125] That there shall be no other order for costs and all parties are responsible for their own costs.

Christine Greydanus, Vice-Chair
Agriculture, Food and Rural Affairs Appeal Tribunal

Released: December 30, 2025

TO:
Cynthia and Robert MacNeil
828 Lakeshore Road E.
Port Colborne, ON, L3K 5V3
Email: cmac4ca@gmail.com

AND TO:
Jack, Charline, Nathan and Alexander Hellinga
770 Highway #3
Port Colborne, ON, L3K 5V3
Email: jhellinga@gmail.com

AND TO:
Whisky Run Golf Club Ltd.
c/o Lou Nieuwland, President
501 Lorraine Road
Port Colborne, ON, L3K 5V3
Email: lou@whiskyrun.com

AND TO:
Hendrik Nieuwland
Shields O'Donnell MacKillop LLP
65 Queen Street West, Suite 1800
Toronto, M5H 2M5
Email: hnieuwland@somlaw.ca

AND TO:
Jessica Beaupre
Deputy Clerk, City of Port Colborne
66 Cha Charlotte Street
Port Colborne, ON L3K 3C8
Email: Jessica.Beaupre@portcolborne.ca

AND TO:
Alana VanderVeen
Drainage Superintendent
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Tel: 905-228-8127
Email: Alana.VanderVeen@portcolborne.ca

AND TO:
Paul Marsh P. Eng.
EWA Engineering Inc.
Email: pcmarsh@ewaeng.com

AND TO:
Thomas A. Richardson, C.S.
Sullivan Mahoney LLP
40 Queen St. PO Box 1360
St. Catherines, ON, L2R 6Z2
Email: tarichardson@sullivanmahoney.com

AND TO:
All landowners assessed or compensated in the Engineer's Report receive a copy of this Order.

This document is also available in French. Please contact the Tribunal at 519-826-3433 or by email at AFRAAT@ontario.ca to request a copy in French.

Ce document est également disponible en français. Veuillez contacter le tribunal au 519 826-3433 ou par courriel à AFRAAT@ontario.ca pour demander une copie en français.

THE CORPORATION OF THE TOWNSHIP OF MCGARRY
P.O. BOX 99
VIRGINIATOWN, ON. P0K 1X0
705-634-2145, Fax 705-634-2700

MOVED BY COUNCILLOR:	SECONDED BY COUNCILLOR:	RESOLUTION # 136/2026
_____ Louanne Caza	✓ Louanne Caza	
✓ Elaine Fic	_____ Elaine Fic	DATE: June 9, 2026
_____ Annie Keft	_____ Annie Keft	
_____ Mayor Culhane	_____ Mayor Culhane	

WHEREAS the Ontario Provincial Police (OPP) provide policing services to both organized municipalities and unorganized territories across the Province of Ontario;

AND WHEREAS organized municipalities receiving OPP policing services are billed under the OPP Municipal Policing Billing Model, which includes a base service cost and additional costs related to calls for services;

AND WHEREAS unorganized townships and territories contribute to policing costs through provincial taxation mechanisms and pay only a base rate while receiving OPP policing services;

AND WHEREAS residents of unorganized territories receive comparable OPP policing services to those provided in organized municipalities;

AND WHEREAS recent increases in OPP policing costs have placed a growing and disproportionate financial burden on organized municipalities and their taxpayers;

AND WHEREAS municipalities have limited revenue tools and must rely primarily on property taxation to fund essential services such as policing;

AND WHEREAS the current funding structure creates an inequitable situation in which organized municipalities are required to subsidize a larger share of policing costs while similar services are provided in unorganized territories at a significant lower contribution level;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McGarry calls upon the Province of Ontario to conduct an immediate review of the OPP Municipal Policing Billing Model and the policing funding structure for unorganized territories;

AND FURTHER THAT the Province be requested to implement a fair and equitable funding model that ensures all communities receiving OPP policing services contribute appropriately to the cost of those services;

AND FURTHER THAT the Province be requested to consult with municipalities, particularly those in Northern Ontario, regarding the financial impacts of OPP policing costs and the current inequities in the system;

AND FURTHER THAT a copy of this resolution be forwarded to the Honorable Minister of the Solicitor General, the local Member of Provincial Parliament, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Northwestern Ontario Municipal Association (NOMA), and neighboring municipalities for their support.

Recorded vote requested by _____

	For	Against
Councillor Louanne Caza		
Councillor Elaine Fic		
Councillor Annie Keft		
Mayor Bonita Culhane		

I declare this motion

☑ **Carried**
☐ **Lost / Defeated**
☐ **Deferred to:** _____ **(enter date)** **Because:**
☐ **Referred to:** _____ **(enter body)** **Expected response:** _____ **(enter date)**

*Disclosure of Pecuniary Interest **

Signature of Chair:

Bonita Culhane

**Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.*

Minister of Justice
and Attorney General of Canada

Ministre de la Justice
et procureur général du Canada

The Honourable / L'honorable Sean Fraser, P.C., K.C., M.P. / c.p., c.r., député
Ottawa, Canada K1A 0H8

Ms. Charlotte Madden
City Clerk
City of Port Colborne

Dear Ms. Madden:

I am writing to inform you that the *Bail and Sentencing Reform Act* (Bill C-14) is now law.

A safe, peaceful, and prosperous Canada depends on strong protections for our communities. With over 80 changes to the *Criminal Code*, this legislation delivers on the federal government's promise to strengthen bail and sentencing laws, in particular for repeat and violent offending.

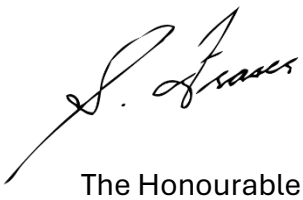
With these reforms, obtaining bail will be more difficult for those accused of repeat offending and for those charged with serious offences such as violent auto theft, organized crime, home invasion, human trafficking, and violent extortion. Sentencing laws will be tougher for serious crimes through consecutive sentences and restrictions on house arrest for certain sexual offences, including sexual offences against children.

These sweeping reforms reflect extensive consultation and close collaboration with partners across the country. We heard your concerns, considered your feedback carefully, and worked hard to reflect those perspectives in the legislation. The result: a stronger *Criminal Code*. Thank you for your collaboration throughout this process.

To support this work, we are providing funding to help provincial and territorial governments strengthen national bail data collection, reporting, and analysis. Better national data will help measure what is working, identify gaps, and support public safety on an ongoing basis. This builds on nearly $1 billion in annual federal investments across the country, including funding for legal aid, victims' services, and other programs that help provinces and territories deliver justice services.

The federal government is doing its part to make communities safer. I look forward to continuing to work closely with you and other partners across Canada to ensure these reforms achieve their intended impact.

Yours sincerely,



The Honourable Sean Fraser, P.C., K.C., M.P.
Minister of Justice and Attorney General of Canada
Minister responsible for the Atlantic Canada Opportunities Agency

Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

Ministère des Affaires municipales et du Logement

Bureau du ministre

777, rue Bay, 17e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000

Ontario

234-2026-2403

June 30, 2026

Dear Head of Council,

I am writing to provide an update that the government has amended a regulation under the *Planning Act* to support a new framework for developer-identified parkland dedication.

Specifically, amendments to the regulation prescribes requirements to support:

- The identification of land
- Notice to owners
- Record to the Ontario Land Tribunal, and
- Land suitability criteria

The changes affect the following regulation:

- O. Reg. 509/20: Community Benefits Charges and Parkland

The amending regulation supports the government's plan to support increased housing supply, job creation, and economic activity in Ontario.

Please see the links below to the amending regulation: O. Reg. 207/26: Community Benefits Charges and Parkland
Updates will also be noted on the ERO posting: *Proposed Changes to Support Standardizing of Parkland Requirements Under the Planning Act*

These changes were filed on June 26, 2026, and will come into force on July 1, 2026.

Sincerely,

Robert J. Flack
Minister of Municipal Affairs and Housing

c. Municipal Chief Administrative Officer and/or Treasurer
Robert Dodd, Chief of Staff to the Minister of Municipal Affairs and Housing
Martha Greenberg, Deputy Minister of Municipal Affairs and Housing
Laurie Miller, Assistant Deputy Minister, Local Government Division, Municipal Affairs and Housing

MISSISSAUGA

RESOLUTION 0147-2026
adopted by the Council of
The Corporation of the City of Mississauga
at its meeting on June 24, 2026

0147-2026 Moved by: Councillor N. Hart Seconded by: Councillor C. Fonseca

WHEREAS women and children experiencing intimate partner violence rely on emergency shelters as a critical component of their safety, recovery, and transition to stable housing;

WHEREAS adequate lengths of stay in emergency shelters are often necessary to support safety planning, access to social services, legal supports, mental health resources, and housing stabilization;

WHEREAS funding formulas and service benchmarks directly influence shelter capacity, operations, and the ability of service providers to meet community needs;

Whereas The City of Mississauga declared Intimate Partner Violence an epidemic on September 13th 2023;

WHEREAS municipalities across Ontario utilize varying approaches to shelter funding and length-of-stay expectations, providing opportunities for benchmarking and best-practice review;

WHEREAS any reductions to funding based on the formulas may have unintended consequences on service levels and the availability of supports for individuals fleeing intimate partner violence;

THEREFORE BE IT FURTHER RESOLVED THAT the Mayor, on behalf of Council, write to the Premier of Ontario, the Minister of Children, Community and Social Services, the Minister of Municipal Affairs and Housing, and the local Members of Provincial Parliament requesting a provincial review of benchmarking, funding formulas, and length-of-stay standards for emergency shelters serving women and children experiencing intimate partner violence, with a view to ensuring adequate shelter stays and preventing reductions in funding that could negatively impact service delivery and client outcomes;

AND BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Children, Community and Social Services, the Minister of Municipal Affairs and Housing, local MPPs, the Association of Municipalities of Ontario (AMO), and all Ontario municipalities for their information and consideration.

Recorded Vote	YES	NO	ABSENT	ABSTAIN
Mayor C. Parrish				
Councillor S. Dasko	X			
Councillor A. Tedjo	X			
Councillor C. Fonseca	X			
Councillor J. Kovac	X			
Councillor N. Hart	X			
Councillor J. Horneck	X			
Councillor D. Damerla	X			
Councillor M. Mahoney	X			
Councillor M. Reid	X			
Councillor S. McFadden	X			
Councillor B. Butt	X			

Carried (11, 0)

TOWN OF CALEDON

Annette Groves
Mayor

July 2, 2026 Sent via E-Mail: sylvia.jones@pc.ola.org

Honourable Sylvia Jones, Deputy Premier
Constituency Office
Suite A, 3rd Floor
180 Broadway Ave.
Orangeville, ON L9W 1K3

Dear Deputy Premier Jones,

RE: Motion for Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases

I am writing to advise that at the Town Council meeting held on June 23, 2026, Council adopted a motion regarding requesting support to combat tick borne diseases.

The resolution reads as follows:

> *Whereas the prevalence of ticks, including those known to carry Lyme disease, and other Vector borne diseases have increased across Ontario;*
>
> *Whereas Lyme disease diagnoses have increased by 27% in 2024 to 2369 (Public Health Agency of Canada, PHAC);*
>
> *Whereas residents across Caledon have registered growing concerns about public health risks associated with tick exposure in parks, trails and residential areas;*
>
> *Whereas municipalities have limited jurisdiction and resources to effectively manage tick populations on a broad ecological scale;*
>
> *Whereas the Government of Ontario is responsible for public health policy, environmental management and vector-borne disease prevention and detection;*
>
> *Therefore, be it resolved that:*
>
> *Caledon Town Council formally requests that the Government of Ontario investigate and implement measures to reduce burgeoning tick populations and to mitigate their associated public health risks; and*

THE CORPORATION OF THE TOWN OF CALEDON

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | www.caledon.ca | annette.groves@caledon.ca

That such measures may include safe and effective tick control methods, public education campaigns and coordinated regional strategies; and

That the Province consider increased funding and support for local public health units to address tick-borne disease prevention; and

That a copy of this motion be sent to Minister of Health, Sylvia Jones, Chief Medical Officer of Health, Kiernan Moore, Minister of the Environment, Conservation and Parks, Todd McCarthy, Peel Public Health, the Toronto and Region Conservation Authority (TRCA), the Credit Valley Conservation (CVC), the Association of Municipalities of Ontario (AMO) and all 444 municipalities across Ontario.

For more information regarding this request, please contact the undersigned by email to mayor@caledon.ca or by phone at 905.584.2272 ext. 4155.

Thank you for your attention to this matter.

Sincerely,

Mayor Annette Groves

CC:

Chief Medical Officer of Health Kieran.Moore@ontario.ca

Minister of the Environment, Conservation and Parks minister.mecp@ontario.ca

Peel Public Health info@peelregion.ca

Toronto and Region Conservation Authority (TRCA) info@trca.ca

Credit Valley Conservation (CVC) foundation@cvc.ca

Association of Municipalities of Ontario (AMO) resolutions@amo.on.ca

444 municipalities across Ontario

THE CORPORATION OF THE TOWN OF CALEDON

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Tay Valley Township

June 22, 2026

The Honorable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto ON M7A 1A1

Sent by Email

Dear: Honorable Doug Ford,

RE: Prince Edward County: Resolution No. 2026-208 Regarding Reinstating the Requirements for Compliance with the Freedom of Information and Protection of Privacy Act.

The Council of the Corporation of Tay Valley Township at its meeting held on June 16th , 2026, adopted the following resolution:

RESOLUTION #C-2026-06-16

MOVED BY: Keith Kerr
SECONDED BY: Greg Hallam

"WHEREAS, all residents of Ontario have the right to fair, open and democratic government;

AND WHEREAS, all elected representatives, municipal and provincial alike, in Ontario have a duty to faithfully execute the powers and trust placed in them and willingly swear an oath to this effect and are subject to fair public scrutiny;

AND WHEREAS, the Freedom of Information and Protection of Privacy Act (FIPPA) and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) are essential tools to protect Ontarians against privacy breaches, and abuses of power;

AND WHEREAS, the Province of Ontario enacted Bill 97, the Plan to Protect Ontario Act (Budget Measures), 2026, which received Royal Assent on April 24, 2026, and introduced significant amendments to both FIPPA and MFIPPA to alter statutory timelines and privacy governance frameworks;

AND WHEREAS, the amendments introduced via Bill 97 have created a jurisdictional imbalance by excluding records held by provincial Ministers, their offices, and staff from the application of FIPPA, while maintaining the statutory responsibilities and administrative burdens for municipal elected officials and staff under MFIPPA, thereby establishing higher standards for transparency and personal record accountability for municipal governments;

AND WHEREAS, excluding members of the highest offices and their staff from reasonable public access requests and records retention creates security concerns, reinforces the appearance of self-dealing and is contrary to the public interest;

NOW THEREFORE BE IT RESOLVED THAT, Tay Valley Township Councill call on the Province to reinstate requirements for compliance with FIPPA to ensure that the Premier, Ministers, and their staff are subject to proper and fair public scrutiny like all other elected representatives in Ontario;

THAT, the Government of Ontario implement recommendations of the Information and Privacy Commissioner of Ontario to increase and ensure proper security, record keeping and democratic accountability;

AND THAT, this resolution be circulated to Premier Doug Ford, Minister of Finance Bethlenfalvy, MPP John Jordan, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and the 444 municipalities of Ontario."

ADOPTED

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or deputyclerk@tayvalleytwp.ca

Sincerely,

Mary Remmig, Deputy Clerk

cc: Minister of Finance, Peter Bethlenfalvy;
MPP John Jordan;
Association of Municipalities of Ontario;
Federation of Canadian Municipalities;
All Municipalities of Ontario."

The Municipality of the

VILLAGE OF BURK'S FALLS

Moved By: A-B Date: June 16, 2026

Seconded By: N.K Resolution # 2026-168

Be it resolved;

THAT the Council of The Village of Burk's Falls receives the presentation from Austin Toth;

AND FURTHER THAT Council supports the retention of the Cancer/Oncology Clinic at the Huntsville Memorial Hospital site;

AND FURTHER THAT Council directs staff to allow the collection of signatures via a copy of the available petition to the public at the municipal office.

AND FURTHER THAT Council directs staff to distribute this resolution to all municipalities.

Recorded Vote requested by: _____

Ryan Baptiste	*for / opposed*
Ashley Brandt	*for / opposed*
Sean Cotton	*for / opposed*
Chris Hope	*for / opposed*
Nancy Kyte	*for / opposed*

Pecuniary Interest declared by:

_____

_____

Carried *Defeated* *Deferred*

Mayor

Cancer Clinic Petition Huntsville

Petition Mission Statement - We the undersigned would like to ensure the Cancer Clinic remains in the Huntsville District Memorial Site. We affirm the strategic and equitable treatment option of the Huntsville cancer clinic and its continuing operation".

A person diagnosed with cancer is assessed at a major cancer treatment centre located in Barrie or Sudbury, and provided certain criteria are met can be referred for ongoing treatment at home or if required, to an oncology treatment centre staffed by registered nurses such as is in Huntsville Memorial Hospital Site. For the Almaguin Area, most patients attend Royal Vicotria Hospital – Hutson Regional Cancer Centre in Barrie, Ontario, which has an association with Huntsville Memorial Hospital. The type of cancer, treatment required , available resources and individual patient needs as it relates to the need for treatment closer to home to maximize results are the criteria for admission into the satellite programs.

The East Parry Sound Area (including Almaguin Highlands) is in a unique position depending on your address. People diagnosed with cancer are typically referred to Royal Victoria Hospital in Barrie, located 146 to 187 km away, for assessment and initial treatment. If the patient is fortunate they can receive treatment at an Oncology treatment centre like the one located in Huntsville. These centres require specialized staff, and resources to meet the treatment needs of Cancer patients. Huntsville Memorial Site has that kind of specialize, dedicated medical staff and services which Cancer Patients consider as excellent.

For those residing in the Almaguin Area, attending the Huntsville Oncology Clinic can be from 26 km to 80 km from their residence.

We have heard with concern of the possibility of the Cancer Clinic being moved to Bracebridge. For those residing in the Almaguin Area this would be a significant increase driving for treatment. The extra distance would have more impact during winter months.

It should be noted that the Cancer Clinic was originally located in the Bracebridge Hospital location many years ago. At that time, it was decided to move it Huntsville due to location being one of the rationales.

A further obstacle for many Cancer patients is that they should not drive right after treatment, and someone needs to attend with them.

Cancer Patients in Bracebridge have access to both the Orillia Cancer Clinic (56 km) and the Huntsville Clinic (37km).

While there is apparent discussion of providing "public transportation" from Huntsville to Bracebridge, there are concerns which include but are not limited to:

1) Having compromised immunity system(Cancer patients) being on public transportation is risky
2) The side effects of treatment include nausea and Gastrointestinal issues, which would put patients at further risk on public transportation, not to mention the embarrassment for the patients involved.
3) Having to wait around for public transport would be difficult for the same reasons listed above.

In Summary, the current situation is working well *and equitably for cancer patients. It would be unfortunate to change that.*

ADR CHAMBERS

Integrity Commissioner Office
for the City of Port Colborne

MICHAEL MAYNARD
Integrity Commissioner
E-mail: integrity@adr.ca

June 18, 2026

SENT BY E-MAIL TO:

Charlotte Madden, City Clerk
cityclerk@portcolborne.ca

Re: IC-35973-0626: City of Port Colborne Integrity Commissioner Annual Report for the operating period of February 25, 2025 to February 24, 2026

Dear Ms. Madden:

Thank you for the opportunity to act as the Integrity Commissioner (or "IC") for the City of Port Colborne (the "City") over the past year. In accordance with the terms of our agreement with the City, and pursuant to section 223.6(1) of the *Municipal Act, 2001*, we are providing our annual report for the operating period of February 25, 2025 to February 24 2026.

As you know, the IC's role is to help Members of Council ("Members") ensure that they are performing their functions in accordance with the City's Code of Conduct (the "Code") and the *Municipal Conflict of Interest Act* (the "MCIA"). Upon request, I am available to educate and provide advice to Members on matters governing their ethical behaviour and compliance with those requirements. My office and I are also responsible for assessing and investigating complaints received from Council, staff and members of the public respecting alleged breaches of the Code or the MCIA.

Requests for Advice

During this operating period, we did not receive any requests for advice

Code of Conduct/MCIA Complaints

During this operating period, we received one Code of Conduct complaint. Following a review of the complaint, it was determined that no formal investigation was warranted and the matter was summarily dismissed.

Education

During this operating period, I delivered a refresher education seminar to Council regarding the Code of Conduct, the MCIA and the role of the Integrity Commissioner.

Billing

In accordance with our contract with the City, the billings for the operating period, commencing February 25, 2025 and ending February 24, 2026, totaled $4,321.57.

Final Comments

We look forward to assisting the City and its Members of Council in contending with the issues that may arise in connection with the administration of its Code of Conduct in the coming year.

Yours truly,

Michael Maynard,
Office of the Integrity Commissioner for the City of Port Colborne

PORT COLBORNE

Subject: **Establishing Municipal Services Corporations in Port Colborne**

To: **Council**

From: **Office of the Chief Administrative Officer**

Report Number: 2026-112

Meeting Date: July 14, 2026

Recommendation:

That Office of the Chief Administrative Officer Department Report 2026-112 be received; and

That the Chief Administrative Officer and the City Clerk be directed to formally establish two Municipal Service Corporations (MSC), based on the updated MSC Business Case attached hereto as Appendix A, including the execution and registration of any required agreements and other documentation; with the first corporation, to be known as *Port Colborne Municipal Enterprises Ltd.*, serving as the holding company for current and future MSCs; and the second, to be known as *Port Colborne Public Water Ltd.*, responsible for the ownership, management, operation, and maintenance of any City-owned water, wastewater, and stormwater infrastructure within the municipal boundaries of the City of Port Colborne; and

That Council adopt the Shareholder Declarations for *Port Colborne Municipal Enterprises Ltd.* and *Port Colborne Public Water Ltd.,* attached hereto as Appendices C and D, respectively; and

That Council adopt the Articles of Incorporation for *Port Colborne Municipal Enterprises Ltd.* and *Port Colborne Water Ltd.,* attached hereto as Appendices E and F, respectively; and

That the By-law to adopt an Asset Transfer Policy, attached hereto as Appendix G, be brought forward; and

That J. Mark Rodger, William C. Steele, and _____ be appointed as representatives on the Initial Boards of Directors of *Port Colborne Municipal Enterprises Ltd*. and *Port Colborne Public Water Ltd.*

Purpose:

Following Council's direction to undertake community engagement regarding the proposed establishment of City-owned Municipal Service Corporations (MSC) earlier this spring, this report summarizes the results of the engagement process, presents an updated MSC business case study, and recommends the establishment of two wholly City-owned MSCs: Port Colborne Municipal Enterprises Ltd., which will serve as the holding company for current and future MSCs, and the Port Colborne Public Water Ltd., which will own, manage, operate, and maintain the City's water, wastewater, and stormwater infrastructure.

Background:

The City of Port Colborne has been exploring the potential establishment of a City-owned MSC since early 2025. At the time, a public engagement campaign in October 2025 included a dedicated webpage, frequently asked questions, online and paper survey, a drop-in style open house. Overall participation levels at that time were modest with a total of 36 survey responses and one participant at the open house.

Initially considered as a financing and governance model to support water and wastewater infrastructure required to service the East Side Employment Lands (ESEL), the concept expanded as Council and staff examined opportunities to improve the long-term financial sustainability, governance, and delivery of water, wastewater, and stormwater services across the municipality. This work also coincided with broader discussions regarding municipal governance and service delivery across Niagara, which further highlighted the need to explore alternative service delivery models.

On April 28, 2026, Council received CAO Report 2026-61, Update on Niagara Governance Discussions and Municipal Service Corporations – Community Input and Next Steps. As part of that report, Council directed staff to continue exploring the feasibility of a City-owned MSC as a potential alternative model for the delivery of water and wastewater services in Port Colborne.

On June 23, 2026, Council received CAO Report 2026-102, Municipal Services Corporation Business Case and Community Engagement, which presented a draft business case examining the potential establishment of a City-owned MSC. The draft business case was intended to support informed discussion and public consultation and did not represent a final recommendation regarding the creation of an MSC in Port Colborne.

At that meeting, Council directed staff to undertake a comprehensive public engagement process to gather feedback from residents, businesses, ratepayers, and other interested parties regarding the proposed MSC. The results of that engagement are summarized in the Discussion section below and in Appendix B.

Municipalities across Ontario continue to face increasing fiscal, operational, and regulatory pressures. Traditional service delivery models, which rely heavily on property taxation and operate within legislative and administrative constraints, are increasingly challenged to meet growing infrastructure demands, climate adaptation requirements, technological advancements, and population growth. At the same time, municipalities are expected to deliver more complex, customer-focused, and capital-intensive services without corresponding increases in funding flexibility.

These challenges have prompted growing interest in alternative ways to deliver services such as MSCs as a means of expanding the City's borrowing capacity and preserving municipal financial flexibility to support long-term infrastructure investment, while maintaining safe drinking water, with public governance and oversight by a specialized board of directors.

Discussion:

The City of Port Colborne has been formally exploring the establishment of a City-owned MSC since February 2025 as an alternative way to deliver services and manage community assets more effectively. Originally, establishing a City-owned MSC was considered a way to fund, construct, maintain and maintain public ownership over the water, wastewater and potentially other infrastructure serving the East Side Employment Lands (ESEL) district, which includes both current and future industrial developments including the Asahi Kasei Battery Separator Canada site and several proposed residential developments in the east side of the city.

In light of the broader governance discussions in early 2026 and the ability to access competitive financing, this position has evolved. As such, the scope was expanded to explore whether a larger, city-wide MSC model could help stabilize water and wastewater rates and reduce duplication in managing water and wastewater in Port Colborne.

As a result, and with direction from Council, staff developed a draft business case that examined how a potential City-owned MSC may work in Port Colborne, specifically for the management and operation of water, wastewater and stormwater assets currently owned by the City of Port Colborne. The draft business case was intended to support informed discussion and public consultation and did not represent a final recommendation regarding the creation of an MSC.

Community Engagement Summary

On June 24, 2026, the City of Port Colborne formally launched a community engagement plan aimed at gathering feedback from the community regarding the potential establishment of a City-owned MSC in Port Colborne. The engagement opportunity ended on July 8, 2026.

The engagement campaign included a variety of channels and mediums to ensure all key audiences are aware of the opportunity to provide feedback and could provide their comments in a way that worked best for them.

The plan included:

1. Online Survey
2. Paper Survey
3. In-Person Open Houses

The surveys and open houses were promoted via the City's website, social media channels, City Hall News e-newsletter, digital signage, media outreach and at the Farmers' Market.

Building on public engagement conducted in October 2025 and reported back to Council in April 2026 through CAO Report 2026-61, Update on Niagara Governance Discussions and Municipal Service Corporations – Community Input and Next Steps, the feedback received in the most recent round of community engagement suggests that residents are generally supportive of the establishment of a City-owned MSC in Port Colborne, particularly if it helps stabilize water and wastewater costs, remains publicly owned and accountable to Council, and ensures that existing employees retain their positions, seniority, compensation, benefits, and OMERS pension. While participants expressed a range of perspectives regarding the proposed governance model, there was broad agreement that the current water and wastewater system is not meeting residents' expectations with respect to affordability and that meaningful action is needed to address rising costs.

A total of 182 survey responses were received (165 online and 17 paper submissions). In addition, 9 participants attended the open house at City Hall and 16 participants attended the open house at the Vale Health & Wellness Centre. Throughout the engagement period, staff also met with interested residents, community organizations, and other interested parties to answer questions and receive feedback.

Feedback received through surveys, open houses, comment cards, emails, and meetings was generally consistent and identified several key themes:

- Residents overwhelmingly identified water and wastewater affordability as their primary concern, with nearly nine in ten respondents indicating they were very concerned about current rates.
- There was strong recognition that the status quo is not sustainable, with many participants expressing a desire for Council to pursue solutions that improve long-term affordability.
- Participants placed the greatest importance on stabilizing water and wastewater rates, maintaining safe and reliable service, and ensuring long-term financial sustainability.
- A majority of respondents supported exploring and ultimately establishing a City-owned MSC, particularly when presented as a publicly owned model with strong Council oversight and transparency measures.
- Support increased when respondents understood that existing employees would remain employed with no loss of seniority, compensation, benefits, or OMERS pension participation, suggesting labour impacts were not a significant concern for most participants.
- Residents emphasized the importance of strong governance, public accountability, financial transparency, and regular reporting to ensure the corporation remains focused on delivering value for ratepayers.
- Participants also requested continued communication and more information regarding the business case, including how the proposed model would reduce long-term costs, finance infrastructure renewal, protect public ownership, ensure the quality and safety of the drinking water supply and environmental protection, and improve accountability.

Overall, the engagement findings demonstrate that there is broad recognition that action is required to address Port Colborne's water and wastewater affordability challenges, while residents sought additional information regarding implementation details. The feedback received generally aligns with the objectives identified in the draft business case and supports proceeding with the establishment of a City-owned Municipal Services Corporation, subject to the governance, accountability, and implementation measures outlined in this report.

A detailed report of survey results is provided in Appendix B of this report.

Legislative & Regulatory Requirements

Ontario municipalities are authorized to establish MSCs under section 203(1) of the *Municipal Act*, 2001 and *Ontario Regulation* 599/06. The legislation provides municipalities with the authority to incorporate corporations to deliver municipal services in a more flexible, efficient, and financially sustainable manner while maintaining public ownership.

Before establishing an MSC, *Ontario Regulation* 599/06 requires municipalities to:

1. Adopt a business case study
2. Adopt and maintain an asset transfer policy
3. Undertake public engagement

If the recommendations in this report are approved by Council, these requirements will have been fulfilled.

An updated MSC Business Case is attached as Appendix A. The business case incorporates feedback received through the public engagement process. At a high level, changes include:

- Additional content related to safety and quality of the drinking water supply to demonstrate the requirement for the MSC to follow all applicable laws and regulations including the *Safe Drinking Water Act, 2002*
- Additional content related to the protection of the environment, particularly as it relates to the management of wastewater
- Adjustment to the content related to federal and provincial infrastructure funding programs to align with current grant application timelines
- Editorial updates and reorganization of some content

A summary of the public engagement process is included in Appendix B, while the proposed Asset Transfer Policy is attached as Appendix D.

Recommended MSC Structure

Staff are recommending that Council direct the establishment of two wholly owned MSCs that would function with a public corporation structure designed to ensure long-term financial sustainability of publicly owned assets.

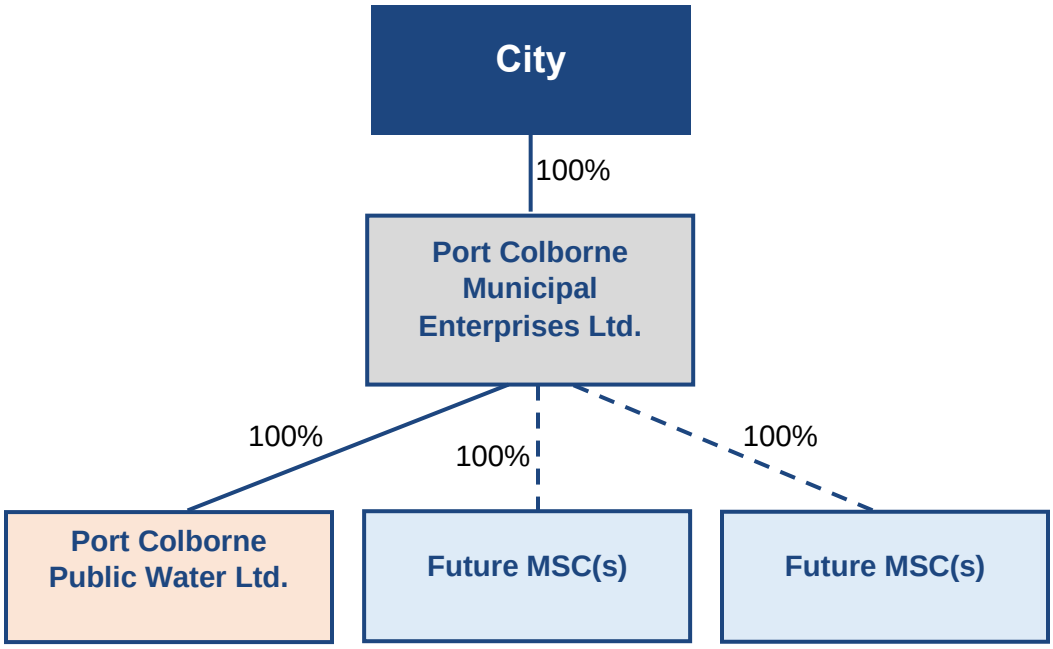
The two wholly owned MSCs would include:

1. *Port Colborne Municipal Enterprises Ltd.* would serve as the City's holding company and would have the authority to establish, own and oversee subsidiary MSCs for the ownership, management and operation of current and future

municipal services, projects and infrastructure, as determined by City Council.

2. *Port Colborne Public Water Ltd.* would be established as the first wholly owned subsidiary of *Port Colborne Municipal Enterprises Ltd*. and would own and operate the City's water, wastewater, and stormwater infrastructure.

The proposed structure is illustrated below**:**



This structure provides the flexibility to establish future MSCs, should Council choose to do so, while maintaining centralized governance, strategic oversight, and public accountability through a single holding company. The powers of both Port Colborne Public Water Ltd. and any future subsidiary corporations would be limited by applicable legislation, their incorporation documents, and any restrictions imposed by the City as sole shareholder. Council would retain authority over key matters of public policy and remain accountable to residents for the delivery of municipal services.

Governance & Public Accountability

The proposed MSC structure is designed to ensure that municipal services continue to be delivered in a manner that is publicly owned, transparent, accountable, and aligned with Council's strategic direction, as required under the Municipal Act.

A Shareholder Declaration has been prepared for both Port Colborne Municipal Enterprises Ltd. and Port Colborne Public Water Ltd. in accordance with the *Ontario*

Business Corporations Act (OBCA) and is attached as Appendix C. The Shareholder Declaration establishes the governance framework for both corporations and outlines the shareholder's expectations regarding strategic and operational planning, corporate governance, permitted business activities, board composition and qualifications, asset and risk management, and matters requiring shareholder approval.

Under the proposed structure, the boards of directors of Port Colborne Municipal Enterprises Ltd., and Port Colborne Public Water Ltd., and any future subsidiary MSCs would direct the management and affairs of each corporation in accordance with the OBCA. Directors are required to act honestly and in good faith with a view to the best interests of the corporation and exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

The Board of Directors for Port Colborne Municipal Enterprises would be appointed by City Council, acting on behalf of the City as sole shareholder. The Board would consist of a combination of elected officials and independent directors, with a majority of directors independent from the City, unless otherwise determined by Council. The Mayor would serve as Chair of the Board, unless otherwise determined by Council. The Board would also establish a nominating committee responsible for recommending candidates for future Board appointments.

The Board of Directors for Port Colborne Public Water Ltd. and any future operating subsidiaries would similarly consist of a combination of elected officials and independent directors, with appointments made by Port Colborne Municipal Enterprises as sole shareholder.

Although the MSCs would operate independently, Council would retain oversight of key matters of public policy through its role as sole shareholder of Port Colborne Municipal Enterprises. The powers of each MSC would be limited by applicable legislation, their incorporation documents, and any restrictions established by the City through the Shareholder Declaration and other governance documents.

To support transparency and accountability, Port Colborne Municipal Enterprises Ltd. would submit an operations plan to City Council every four years and provide quarterly reports addressing financial and operational performance, progress toward strategic objectives, budgets, audits, major initiatives, and other information requested by Council, including relevant reporting from operating subsidiaries. Port Colborne Public Water Ltd. would prepare its own operational plans and budgets for approval by Port Colborne Municipal Enterprises in accordance with the Shareholder Declaration.

It is anticipated that the City and the Municipal Services Corporations would enter into shared services agreements for certain corporate functions where it is efficient and appropriate to do so. For example, the City would continue to provide water billing

services to Port Colborne Public Water Ltd. Similarly, existing City water operators would become employees of Port Colborne Public Water Ltd., while continuing to perform the same day-to-day responsibilities with the same training and certification requirements. Employees would retain their seniority, compensation, benefits, and participation in the OMERS pension plan.

Regulatory Compliance and Ministry Approvals

If approved, it is anticipated that Port Colborne Public Water Ltd. would be the owner of the municipal drinking water system and would also serve as the accredited operating authority for the water system. In that capacity, Port Colborne Public Water Ltd. will be responsible for the operation, maintenance and management of the drinking water system in accordance with all applicable legal and regulatory requirements and will be the holder of the required regulatory licenses under the *Safe Drinking Water Act, 2002* (including but not limited to: the municipal drinking water license, certificate of accreditation, drinking water works permit and consolidated linear infrastructure environmental compliance approvals). In addition, under the anticipated structure, Port Colborne Public Water Ltd. will be responsible for ensuring that the municipality's sewage collection and stormwater management systems are properly operated and maintained in compliance with the applicable Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI-ECAs) and all other applicable laws, regulations and regulatory requirements.

Provincial Advocacy

Over the past eighteen months, City officials have had conversations with the Minister of Municipal Affairs and Housing, Parliamentary Assistants, and Ministry officials regarding the City's plans to establish an MSC to deliver water and wastewater services and finance infrastructure upgrades. It is anticipated that these conversations will continue during Ministerial meetings at the Association of Municipalities of Ontario (AMO) Conference in mid-August. As per staff report 2026-61, and as directed by Council, City staff will be submitting an Expression of Interest (EOI) through the province's Environmental Registry of Ontario (ERO) to confirm the City's interest in and detailed plans for implementing a water and wastewater corporation as an MSC. The Ministry of Municipal Affairs and Housing is asking for EOIs by August 13, 2026.

Regional Water & Wastewater Infrastructure

This report does not consider or recommend the potential transfer of water or wastewater infrastructure currently owned by Niagara Region from the Region to the City. However, those discussions are ongoing because of the anticipated potential cost

benefits and efficiencies that could be achieved by the City assuming ownership of those assets.

Additional information has been requested from Regional staff to support ongoing financial analysis and future decision-making.

More information on this will be provided to Council, likely in 2027.

Internal Consultations:

City staff including the CAO, Director of Public Works, Director of Development and Business Enterprises, Corporate Affairs Manager, Manager of Corporate Communications, and external consultants have participated in the development and review of the MSC Business Case. The City's legal counsel have assisted in the preparation of the incorporation documents for the Port Colborne Municipal Enterprises Ltd. and Port Colborne Public Water Ltd.

Financial Implications:

Other than legal costs which will be funded from project financing, and would have been incurred regardless to facilitate the ESEL, there are no other financial implications associated with this report.

City staff and legal counsel are working through financing arrangements with lenders. Council approval of the MSC structure outlined in this report will be helpful as it provides certainty to the lenders as they complete their financial and project due diligence. It is anticipated that permanent financing will be in place by the fall of 2026.

Port Colborne Public Water Ltd. would be eligible to apply for government grants, but it is expected to be self-sustaining. The City will be eligible to receive the Ontario Community Infrastructure Fund (OCIF) annual funding allocation, similar to other cities with an MSC. Water and wastewater reserves will be transferred to the MSC once a final audit has been completed.

Public Engagement:

Community engagement has been a key component of Council's direction regarding the establishment of a City-owned MSC since 2025. It is also one of the requirements of Ontario Regulation 599/06 that municipalities engage the public regarding MSCs.

City staff have considered public comments and incorporated suggestions in the business case before Council. If readers of this report have questions or further suggestions they are encouraged to submit comments to Gary.Long@PortColborne.ca for further consideration.

Strategic Plan Alignment:

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

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

Conclusion:

The community engagement process and updated business case demonstrate that a City-owned Municipal Services Corporation represents a viable and responsible approach to supporting the long-term sustainability of Port Colborne's water, wastewater, and stormwater services. Public feedback indicated broad support for exploring a City-owned model, particularly where it remains publicly owned, accountable to Council, protects existing employees, and helps address the long-term affordability challenges facing the City's water and wastewater system.

The recommended two-corporation structure provides a governance framework that preserves public ownership while creating greater flexibility to manage infrastructure, pursue financing opportunities, and respond to future municipal service and infrastructure needs. Through Port Colborne Municipal Enterprises and its operating subsidiaries, beginning with Port Colborne Public Water Ltd., the City will be better positioned to manage current and future assets while maintaining strong public oversight, transparency, and accountability.

Appendices:

a. Updated Municipal Services Corporation Business Case
b. Summary of Municipal Services Corporation Survey Results
c. Shareholder Declaration for *Port Colborne Municipal Enterprises Ltd.*
d. Shareholder Declaration for *Port Colborne Public Water Ltd.*
e. Articles of Incorporation for *Port Colborne Municipal Enterprises Ltd.*

f. Articles of Incorporation for *Port Colborne Water Ltd.*
g. Asset Transfer Policy

Respectfully submitted,

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Report Approval:

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

BUILDING A BETTER WATER, WASTEWATER & STORMWATER SYSTEM FOR PORT COLBORNE

A Draft Business Case for a City-owned Municipal Services Corporation

Updated July 8, 2026

PORT COLBORNE

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Executive Summary

Port Colborne has a very simple mission statement. To provide an exceptional small-town experience in a big way. The vision is straight-forward, a healthy and vibrant waterfront community embracing growth for future generations.

New housing developments, major industrial investments, and renewed interest in our community are creating exciting opportunities that will help shape our City for generations to come.

As a community, we cannot afford to simply accept that rising costs and ongoing challenges are inevitable. This business case explores how Port Colborne can continue providing reliable, publicly owned water, wastewater, and stormwater services while building a more affordable, sustainable, and locally responsive system for residents, businesses, and future generations.

Every City has its challenges. We have two significant ones: healthcare and high water and wastewater rates. Through Council's new Healthcare Advisory Committee and the draft Community Health & Wellness Action Plan, we are making progress on the issue of healthcare. This report concentrates on water, wastewater, and stormwater.

It will not surprise anyone that a report done in 1979 highlighted the high cost of water and wastewater in Port Colborne. The recommendations back then were to invest heavily in the system to improve it. Unfortunately, those investments fell short of meeting the need.

In recent years, the City has undertaken work to map and conduct video inspections of the City's water, wastewater and storm water infrastructure, test for leaky pipes, and pursue funding from upper levels of government. Progress is being made, but improving the system requires further investment.

This business case continues an open and transparent conversation about how water, wastewater, and stormwater services are delivered in Port Colborne. It recognizes the current water, and wastewater system operates under a two-tier municipal structure shared between Niagara Region and the City and the system only services the City, no other city is connected to the Port Colborne water or wastewater system. It focuses on keeping services publicly owned while exploring ways to reduce long term costs, improve accountability, support growth, and build a more sustainable system for future generations.

Within these pages, you will find information about the challenges facing the current system, how a Municipal Services Corporation could work in Port Colborne, and what benefits, risks, and considerations need to be evaluated.

As this work progresses, we remain committed to keeping residents informed, listening to feedback, and making thoughtful, evidence-based decisions.

Community Profile

About Port Colborne

With a population of approximately 22,000, Port Colborne is a waterfront city located on the south coast of Niagara Region along Lake Erie and the Welland Canal. Known for its unique connection to the water, the city blends small-town character with a strong industrial, commercial, agricultural and tourism economy.

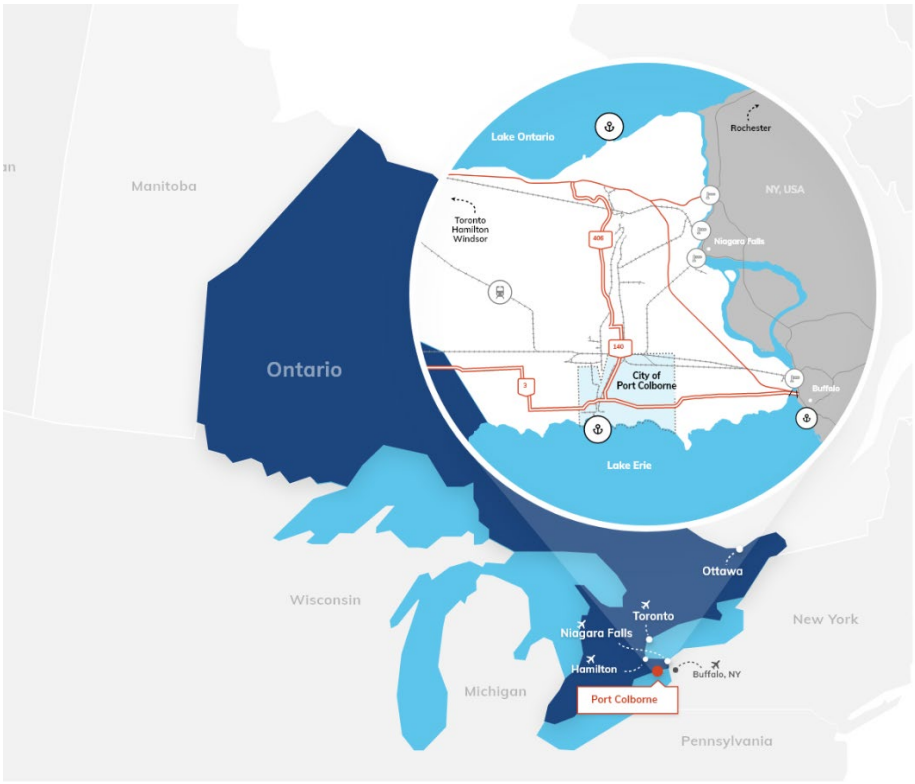
Port Colborne is home to active marine industries, manufacturing and agricultural operations, vibrant local businesses, tourism attractions, marinas, beaches, and one of Canada's busiest commercial and recreational canal corridors. The community's waterfront identity, historic downtown, natural spaces and recreational amenities continue to attract residents, visitors and investment alike.

In recent years, Port Colborne has experienced increasing residential and industrial growth. Approximately 4,000 housing units have been approved for development, alongside significant employment and industrial expansion opportunities, including the East Side Employment Lands and the Asahi Kasei Battery Separator Canada facility.

The City is focused on improving affordability, supporting responsible growth, enhancing quality of life, modernizing infrastructure, and building long-term financial sustainability for current and future generations.

Continued interest in residential, commercial and industrial investment is expected to support population growth and long-term economic development in the years ahead.

As the community grows, the City remains focused on balancing growth with affordability, infrastructure renewal, environmental sustainability and quality of life for residents.



Our Vision

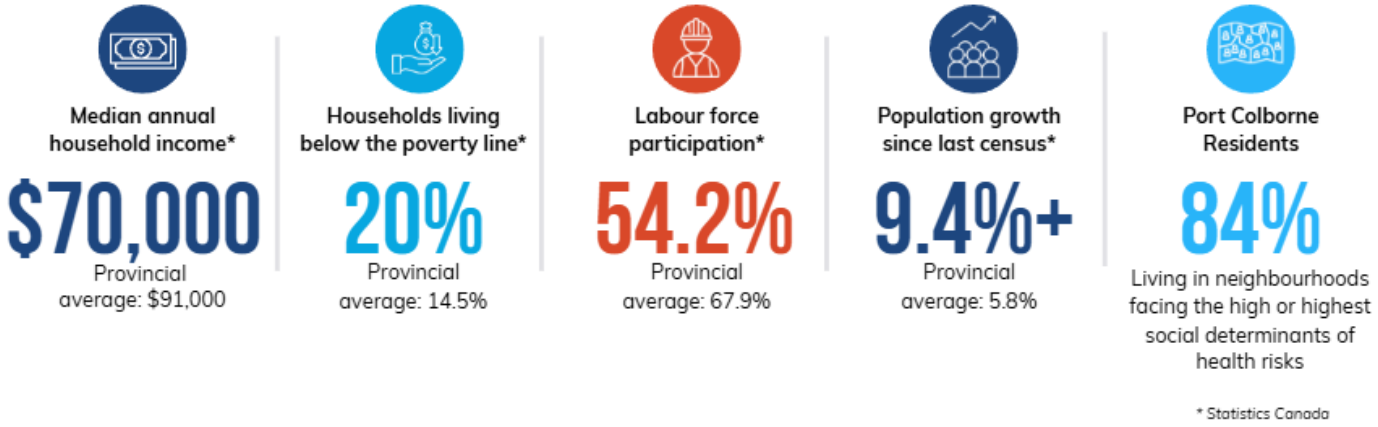
A healthy and vibrant waterfront community embracing growth for future generations.

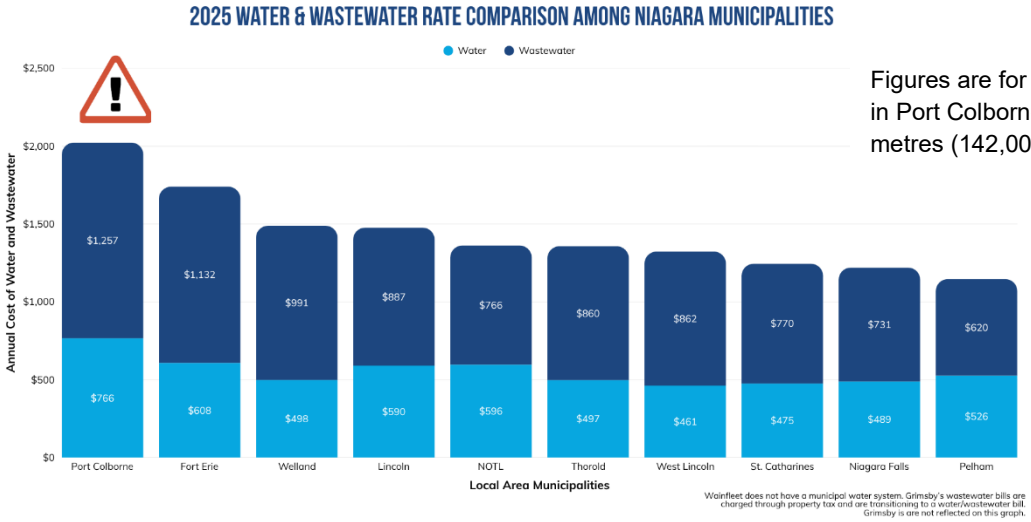
Our Mission

To provide an exceptional small-town experience in a big way.

Our Priorities

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





Figures are for an average household in Port Colborne, assuming 144 cubic metres (142,00 litres) of water.

Our Challenge: Water, Wastewater & Stormwater

Residents and businesses across Port Colborne are feeling the impact of rising water and wastewater costs.

Water and wastewater systems are among the most expensive and complex services public services provided to municipal residents. They operate 24 hours a day, require constant maintenance and upgrades, and must meet strict provincial safety and environmental standards.

Like many Ontario communities, Port Colborne is also facing the challenge of aging infrastructure. Much of the City's water, wastewater and stormwater infrastructure was built decades ago with the infrastructure having an expected lifespan ranging from 50 to 100 years depending on the materials used. At the time of writing this document, some infrastructure is operating well beyond its lifespan.

For many years, major investments in water and wastewater infrastructure were deferred. As a result, we are now facing significant repair, rehabilitation, and replacement needs.

In Port Colborne, these challenges are compounded by the structure of the current regional system and local infrastructure conditions which is operated partially by the City and partially by the Niagara Region.

Aging Infrastructure

Much of our water, wastewater and stormwater infrastructure that services the City was built several decades ago and is now reaching or exceeding its expected lifespan. This includes:

- Mains and pipes
- Pumping stations
- Treatment infrastructure
- Underground connections

As infrastructure ages, repair costs increase and more replacement work is required to maintain reliable service.

Rainwater Entering the Sewer System

Groundwater and rainwater enter the wastewater system through:

- Cracks in aging pipes
- Old sewer connections
- Combined sewer systems
- Deteriorating infrastructure

As a result, large amounts of relatively "clean" water are treated like sewage. This is known as Inflow and Infiltration (I&I). It can significantly increase costs because the City is charged, by the Niagara Region who owns the wastewater treatment plant, based on the volume sent to the plant. I&I can also overload pipes, pumping stations and other assets causing a need for costly upgrades.

Flat Geography Requiring Pumping

Port Colborne's flat geography requires extensive pumping infrastructure.

- More pumping stations than other communities
- Higher electricity use
- Additional maintenance requirements
- Increased operational costs

These systems are essential to moving wastewater safely throughout the community toward the wastewater treatment plant.

High amounts of "lost water"

Lost water is clean treated water that never reaches a customer billing meter. It happens because of:

- Underground leaks and broken pipes
- Aging infrastructure and deteriorated connections
- Water meter inaccuracies
- Unauthorized water use or theft
- Water use for system maintenance, hydrant flushing and fire protection

As the Region owns the water treatment plant, the City still has to pay the Niagara Region for all water provided, even if it never reaches a customer.

Location near Lake Erie & Welland Canal

Port Colborne's location along Lake Erie and the Welland Canal creates unique infrastructure challenges.

- High lake levels
- Storm surges
- Flooding risks
- Flat topography and shallow bedrock

These conditions place additional pressure on water, wastewater, and stormwater infrastructure and make many projects more complex and expensive.

Limited stormwater management

Port Colborne has limited and aging stormwater infrastructure in many parts of the city. In fact, only 1/3 of the City has designed stormwater infrastructure. Some neighbourhoods have:

- Old storm systems
- Undersized storm systems
- No storm infrastructure

During heavy rain events and periods of high lake levels, large amounts of stormwater can enter the wastewater system because the stormwater has nowhere else to go. This increases the amount of wastewater that is pumped and treated, as the Niagara Region owns the wastewater plant, the City is charged by the Niagara Region to clean this stormwater that enters the wastewater plant.

Duplication: Niagara Region and City

Water and wastewater services in Port Colborne are currently delivered through a shared system involving both Niagara Region and the City.

- Niagara Region treats water and wastewater
- The City distributes water and collects wastewater
- Infrastructure, planning and operations responsibilities are divided

Multiple layers of responsibility can add costs, create challenges with capital planning and reduce flexibility in responding to local infrastructure needs.

Niagara Region billing model

Although most costs are fixed and are not driven by volume, the Region charges municipalities based on the volume of water purchased and wastewater sent for treatment. This is particularly impactful with wastewater given the conditions noted above. As a result, the City pays to treat significant volumes of rain, ground and storm water that are not actually wastewater, contributing to higher wastewater costs. In fact 62% of the wastewater bill is directed to the Niagara Region. It is the City's understanding that the Niagara Region forecasts their portion of the bill to increase in the range of 8-10% going forward.

Port Colborne's Water & Wastewater System

As mentioned above, the current water and wastewater system in Port Colborne operates under a two-tier municipal structure shared between Niagara Region and the City of Port Colborne.

The City is currently a lower-tier municipality within the Niagara Region. The City is responsible for local water distribution and wastewater collection, while the Niagara Region provides treatment services for water and wastewater, running the treatment plants, main trunk lines and pumping stations. The City also maintains a storm water system in the City. Both municipalities have responsibilities to maintain provincial licensing and accreditation to ensure the safety of the drinking water system and the protection of the natural environment.

Niagara Region Responsibilities

- Operating treatment facilities, the water tower and reservoir and pumping stations
- Setting many regional water and wastewater costs
- Maintaining some local pipes, pumping stations and infrastructure

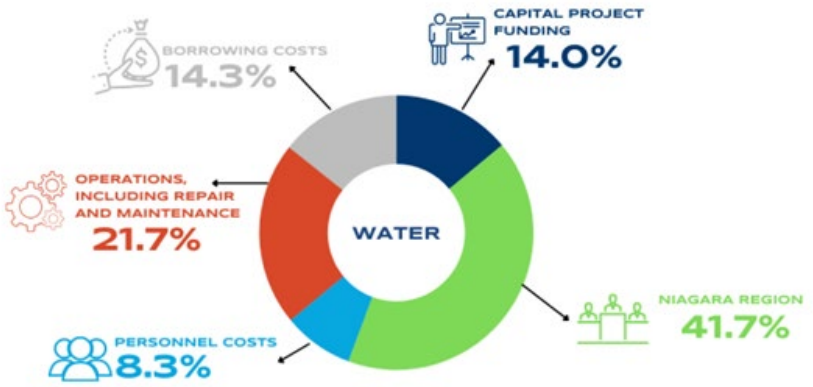
City of Port Colborne Responsibilities

- Distributing drinking water and collecting wastewater locally as required under Provincial regulations including the Safe Drinking Water Act, 2002 and the Ontario Wastewater Certification Office
- Maintaining local pipes and infrastructure connecting properties to the Niagara Region System

- Billing residents and businesses
- Supporting residents and property owners with water and wastewater connectivity

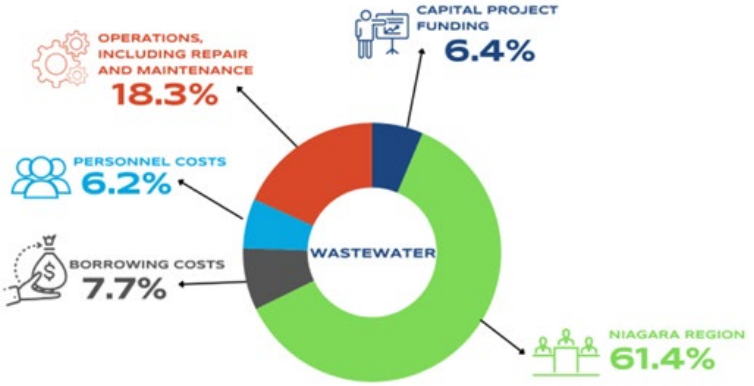
Water System

The water system brings fresh clean, safe drinking water from the water treatment plant into your home. The 2026 budget is $7.6 million and is allocated as show in the graph to the right.



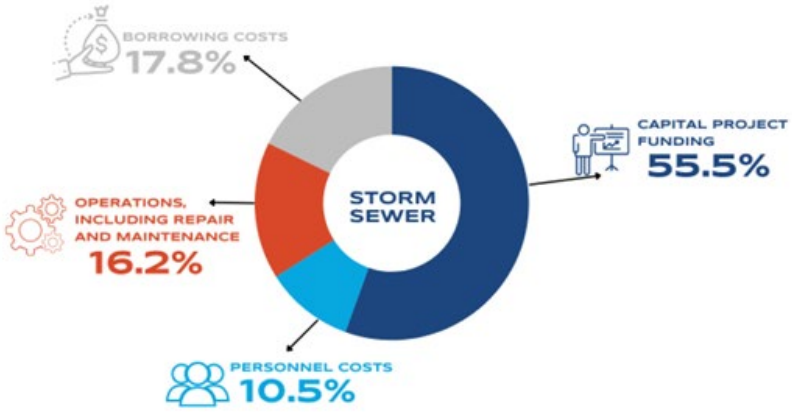
Wastewater System

The wastewater system takes dirty water from toilets, sinks, and drains. It is then cleaned and safely sent back into the natural environment. The 2026 budget is $10.1 million and is allocated as show in the graph to the right.



Stormwater System

The stormwater system handles rain water, groundwater and melted snow to avoid having to send non “dirty” water to the wastewater treatment plant. The 2026 budget is $3 million and is allocated as show in the graph to the right.



Assets & Key Statistics

Category	Ownership	Asset Type	Description/Details
Water	City	Water Distribution	• 112 km of watermain • 2 bulk water stations
	Niagara Region	Water Distribution	• 7.7km of watermain • Barrick Road Elevated Tank • Fielden Avenue Reservoir and Pumping Station
	Niagara Region	Water Treatment	• Port Colborne Water Treatment Plant
Wastewater	City	Wastewater Collection	• 92 km of gravity mains and forcemains including associated assets such as manholes, laterals and cleanouts
	Niagara Region	Wastewater Collection	• 16.9km of forcemain • 17 sewage pumping stations (2 additional SPS to be added for AK/development) • 2 sewage pumping stations at the marina (considered private plumbing but managed by the Region).
	Niagara Region	Wastewater Treatment	• Seaway Wastewater Treatment Plant
Stormwater	City	Stormwater System	• 125 km of storm sewers, ranging from 100 mm to 2,200 mm in diameter • 1 stormwater pond & pumping station (Johnston Street)
	Niagara Region	Stormwater System	• 20.83km of storm sewers

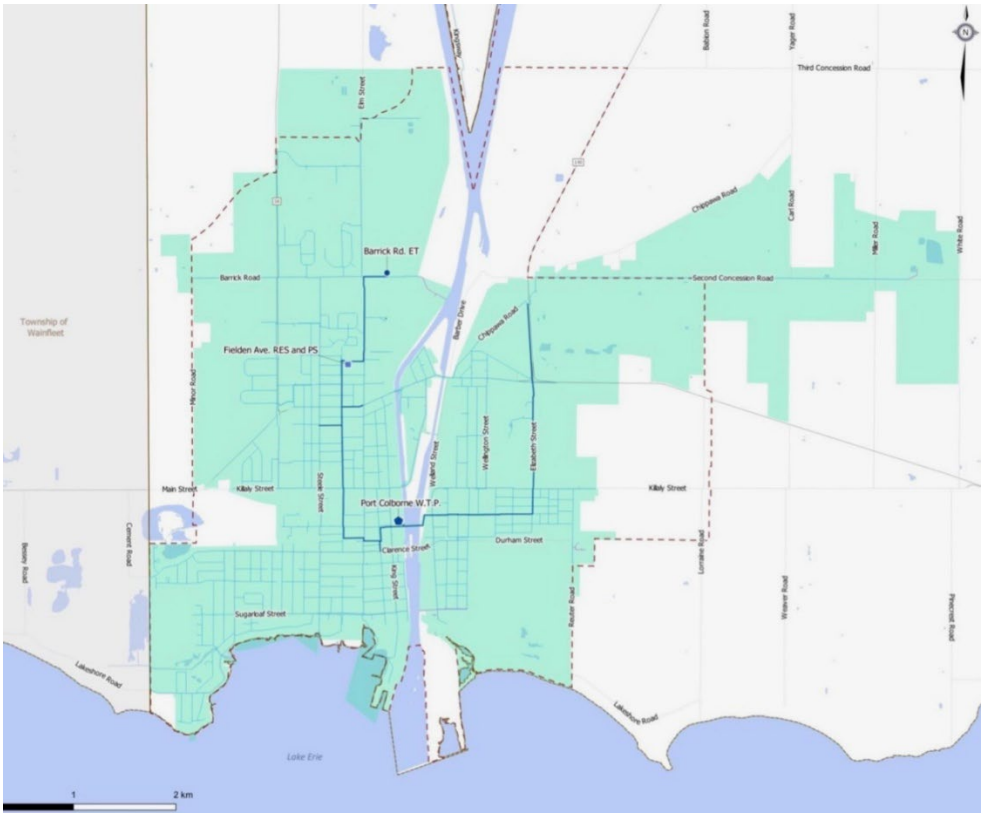
City Asset Condition

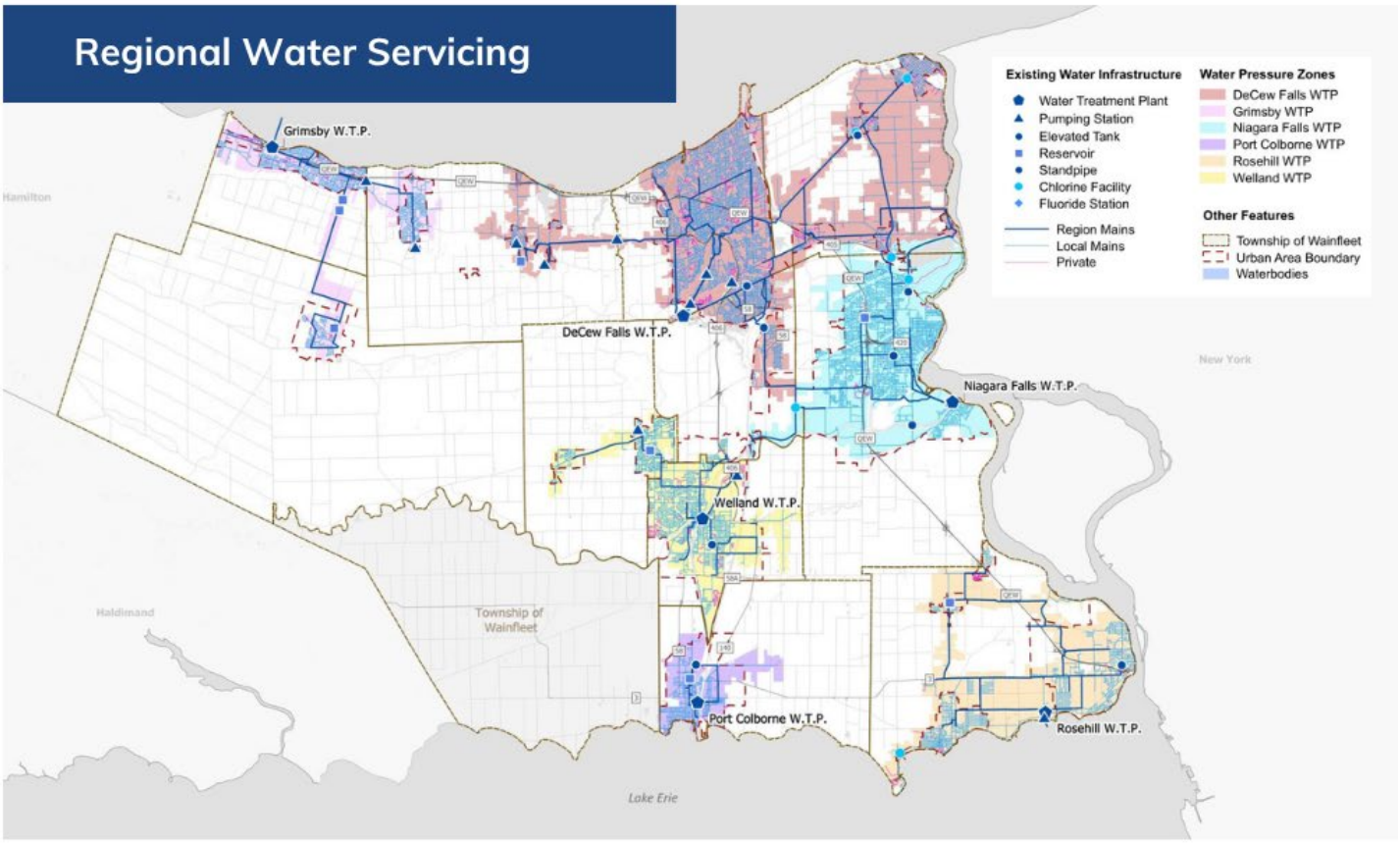
	Very good, good, fair	Poor	Very poor and unknown	Total
Stormwater	$ 311,454,902	$ 70,007,252	$ 52,766,012	$ 434,228,166
Wastewater	292,850,479	56,257,924	19,071,731	368,180,134
Water	262,593,016	8,986,241	171,092,718	442,671,975
Total Rate Funded	**$ 866,898,397**	**$ 135,251,417**	**$ 242,930,461**	**$ 1,245,080,275**

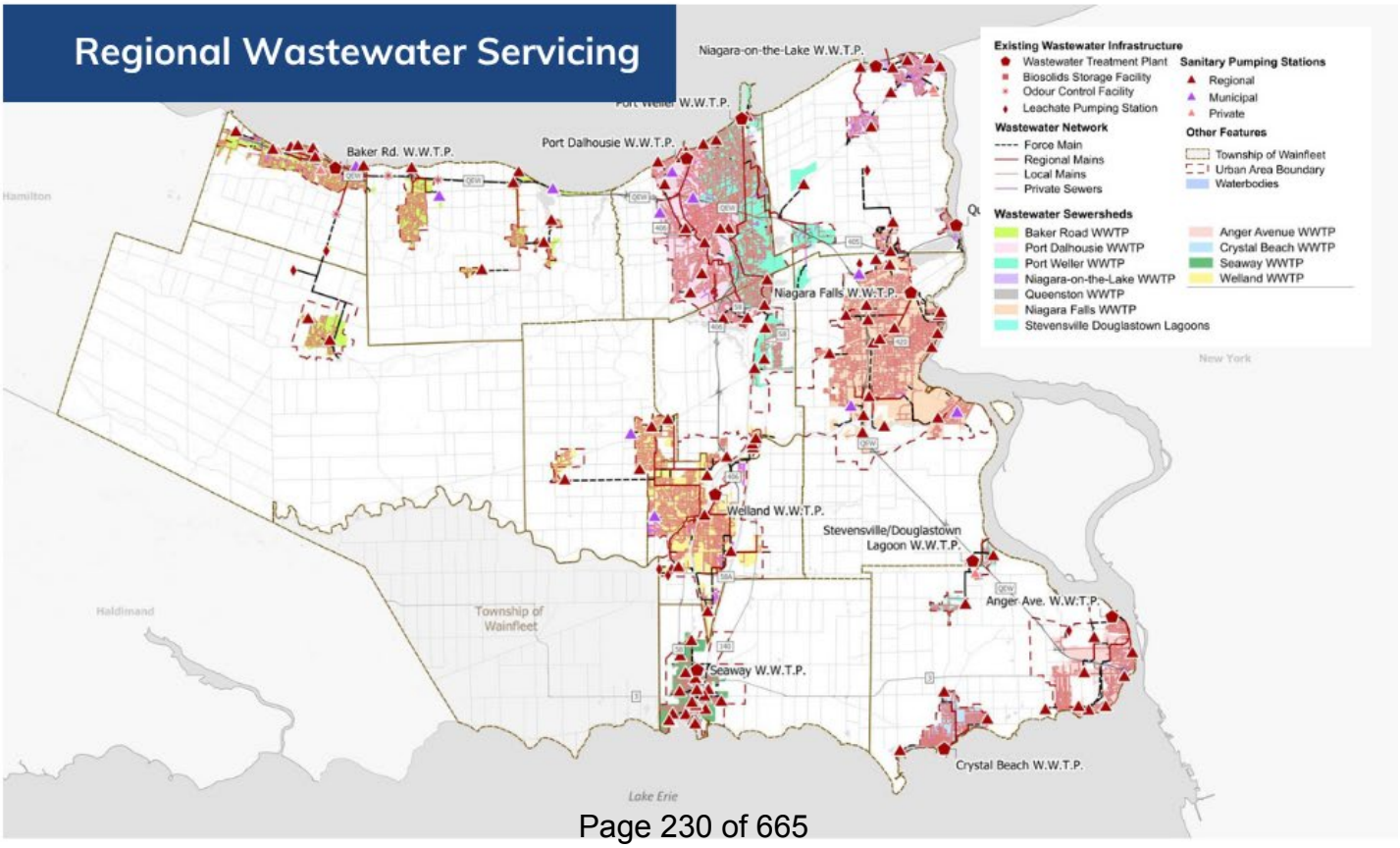
For context very good, good, and fair represents assets with 40% to 100% of its useful life remaining, poor represents infrastructure with 20% to 40% of its useful life remaining and very poor and unknown represents infrastructure with 0% to 20% of its useful life remaining.

The information above only represents the City's assets. Niagara Region assets have not been included. The City has requested certain information from the Niagara Region to further assess the Niagara Region infrastructure in the city.

Port Colborne's system is geographically separated from other systems in the Niagara area. It is not fed from and does not feed any other system.




Regional Water Servicing
Existing Water Infrastructure
Water Treatment Plant
Pumping Station
Elevated Tank
Reservoir
Standpipe
Chlorine Facility
Fluoride Station
Region Mains
Local Mains
Private
Water Pressure Zones
DeCew Falls WTP
Grimsby WTP
Niagara Falls WTP
Port Colborne WTP
Rosehill WTP
Welland WTP
Other Features
Township of Wainfleet
Urban Area Boundary
Waterbodies
Grimsby W.T.P.
DeCew Falls W.T.P.
Niagara Falls W.T.P.
Welland W.T.P.
Port Colborne W.T.P.
Rosehill W.T.P.
Township of Wainfleet
Lake Erie


Regional Wastewater Servicing
Existing Wastewater Infrastructure
Wastewater Treatment Plant
Biosolids Storage Facility
Odour Control Facility
Leachate Pumping Station
Wastewater Network
Force Main
Regional Mains
Local Mains
Private Sewers
Sanitary Pumping Stations
Regional
Municipal
Private
Other Features
Township of Wainfleet
Urban Area Boundary
Waterbodies
Wastewater Sewersheds
Baker Road WWTP
Port Dalhousie WWTP
Port Weller WWTP
Niagara-on-the-Lake WWTP
Queenston WWTP
Niagara Falls WWTP
Stevensville Douglastown Lagoons
Anger Avenue WWTP
Crystal Beach WWTP
Seaway WWTP
Welland WWTP
Niagara-on-the-Lake W.W.T.P.
Baker Rd. W.W.T.P.
Port Dalhousie W.W.T.P.
Niagara Falls W.W.T.P.
Welland W.W.T.P.
Stevensville/Douglastown Lagoon W.W.T.P.
Anger Ave. W.W.T.P.
Seaway W.W.T.P.
Crystal Beach W.W.T.P.
Township of Wainfleet
Lake Erie

The Path Forward

The one thing we know for sure is our largest costs relate to billings from the Niagara Region. To reduce these billings the City needs to reduce water loss and inflow and infiltration which requires capital infrastructure investment. Another option would be to combine the City and Niagara Region Port Colborne assets into one system. At the time of writing this, the City, at the request of Council, has requested information from the Niagara Region to further assess this possibility.

At the present time the core of this business case to establish a municipal service corporation (MSC) is to address the City's water, wastewater and stormwater capital infrastructure to address water loss and inflow and inflation. To help address this, Council has approved the following projects that are already underway:

Approved Projects	Budget	Grant	Rate Budget
CIPP Wastewater Relining	$10,000,000		$10,000,000
Watermain Replacement and Looping (includes Davis, West, Homewood and Berkley)	$9,694,700	$3,666,500	$6,028,200
Wastewater Lateral/Maintenance Hole Rehabilitation	$5,403,700		$5,403,700
Watermain Rehabilitation Program (includes North/South, Crescent, Ash and Jefferson)	$1,895,000		$1,895,000
Watermain Rehabilitation Program Extension	$8,400,000		$8,400,000
Total	$35,393,400	$3,666,500	$31,726,900

Additionally, future projects that could help to address water loss, inflow and infiltration and improve the efficiency of the system include:

Forecasted Projects	Budget
Storm neighbourhood and local improvements	$27,200,000
Storm outlet protection along the Welland Canal	$6,900,000
Watermain replacement program	52,300,000
Watermain looping program to improve system efficiency and fire flow	$27,700,000
Wastewater lateral rehabilitation	$8,000,000
Sub-total	$122,100,000
Grants received	$9,000,000
Future borrowing requirement:	$113,100,000

Any growth projects would be in addition to the amounts noted above, and would need to be funded through developers, development charges, or grants. For example, the infrastructure going under the Welland Canal to support the East Side of the city, including the development of the East Side Employment Lands.

The City continues to work with both federal and provincial governments on grant funding opportunities. The federal Disaster Mitigation Adaptation Fund (DMAF) grant will specifically be sought separately to support stormwater management projects.

The projects forecasted will help address water loss and inflow and infiltration in Port Colborne. As noted, the City has been investing heavily in water and wastewater infrastructure. Wastewater specifically has seen inflow and infiltration decrease by 40 per cent in the past three years. In 2023 the City sent 2.24 cubic metres of wastewater to the Niagara Region treatment plant for every cubic metre of water billed vs 1.73 cubic metres of wastewater being sent to the Niagara Region treatment plant for every cubic metre of water billed in 2025.

Improvements to inflow and infiltration and water loss will help offset the noted projected rate increases of 9 to 10 per cent from the Niagara Region going forward.

A major obstacle with addressing these forecasted projects is our ability to finance and access debt, including restrictions on how much money municipalities can borrow.

The funding required, as noted, is significant. If we were to move forward with borrowing as a City, we would limit our ability to borrow for other important projects such as roads, parks, recreation, or even healthcare related projects if desired.

The Municipal Services Corporation proposes a structure that is 100 per cent owned by the City, that runs within parameters established by Council, through a shareholder declaration and service agreement, and can allow for the debt to be borrowed separate from the City.

A Proposed Solution: A Municipal Services Corporation

A Municipal Services Corporation (MSC) is a public corporation owned by a municipality. Ontario municipalities have long had the authority to establish MSCs under Section 203(1) of the Municipal Act, 2001 and Ontario Regulation 599/06 (Municipal Service Corporations).

The Province of Ontario has also recently introduced the Water and Wastewater Public Utilities Act, 2025, signaling provincial interest in supporting municipalities that wish to explore publicly owned water and wastewater corporations.

The rationale for establishing an MSC includes the following:

1. Borrowing Capacity
   An MSC would not be subject to the same municipal borrowing limitations as the City. This does not mean the MSC would borrow beyond its financial capacity. Rather, borrowing would occur as required to maintain, rehabilitate, replace, and expand water, wastewater, and stormwater infrastructure.

The MSC would be fully self-funded through water, wastewater, and stormwater user rates and fees.

2. Preserving Municipal Financial Flexibility
   Accounting standards would not require the debt of the MSC to be consolidated with the City's debt capacity. This would preserve the City's ability to borrow for other important municipal priorities such as roads, parks, recreation facilities, and potentially healthcare-related infrastructure initiatives.
3. Governance and Specialized Oversight
   The MSC would remain 100% publicly owned by the municipality and governed by an independent Board of Directors. Similar governance structures already exist within the municipal sector, including library boards and other municipal corporations.

The Board would include a combination of Council representatives, community members, and subject matter experts with a specific focus on water, wastewater, and stormwater services.

A logical question is whether infrastructure requirements are significant enough to create borrowing constraints for the City if these projects remained within the municipal corporation.

The answer is yes. Based on the infrastructure needs identified through this business case, the City would not only reach its existing borrowing capacity, but exceed it. The future projects identified in this business case would require approximately $113 million today, in additional to the approximate $80 million already approved by Council to address current water loss, inflow and infiltration and growth. The combined investment totals approximately $193 million. This exceeds the City's current provincial borrowing limit of $129.7 million assuming a 5% interest rate.

Further, growth scenarios that may evolve overtime may require additional debt. Any resulting debt would be forecasted as paid by developers, development charges or grants and not the current ratepayers but would be in addition, and be further above the City's borrowing limit.

While these figures are large, they need to be considered in the context of the water, wastewater and storm system having a total replacement value of over $1.2 billion dollars. The debt requirements total less than 20% of the total value of the system.

If these debt obligations remained within the City, not only would it exceed the City's current provincial borrowing limit, but it would significantly limit the municipality's future financial flexibility and ability to respond to other infrastructure priorities. It could also create inequities for residents in areas not directly serviced by municipal water, wastewater, or stormwater infrastructure, as broader municipal borrowing capacity would still be constrained by those system-related investments.

An alternative approach would be to defer infrastructure investments; however, this would likely result in greater long-term costs. During preparation of this business case, staff identified a report dating back to 1979 recommending improvements to address water loss. Progress in this area remained limited for many years.

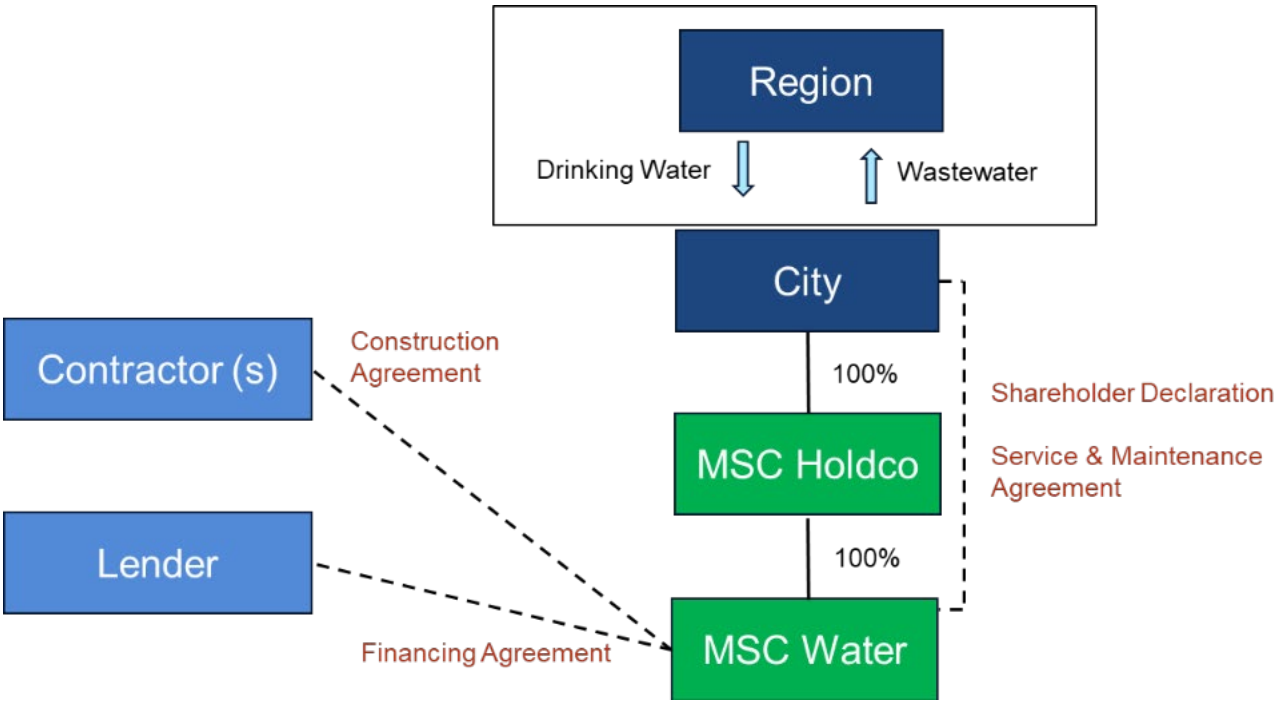
Addressing inflow and infiltration and reducing water loss are critical to stabilizing one of the City's largest ongoing costs: wastewater treatment expenses paid to Niagara Region. Deferring infrastructure renewal often results in higher future costs due to inflation, asset deterioration, higher operating costs and an increasingly expensive construction markets. In many cases, construction inflation has exceeded general inflation rates in recent years.

Investing in infrastructure today allows projects to proceed at current costs rather than at potentially higher future costs, while also reducing the risk of system failures and emergency repairs.

Once fully established, the MSC Board would consist of five members selected based on qualifications, experience, and expertise, including consideration of:

- Awareness of commercial and public policy issues related to municipal services;
- Governance experience on public or private sector boards;
- Financial, legal, accounting, engineering, marketing, or commercial expertise; and
- Knowledge and experience in risk management and financial oversight.

The proposed MSC would operate within the organizational structure illustrated below.



The City, through Council, would establish the governance framework and operational guardrails for the MSC through a Shareholder Declaration. This document would define the parameters under which the MSC must operate and ensure continued public accountability and oversight.

The Shareholder Declaration would require the MSC to provide the City with regular reporting, including:

- Trimester unaudited consolidated and unconsolidated financial statements
- Explanations and analysis of any material variances between actual and budgeted results
- Information regarding matters that may materially affect the Strategic Plan or Operations Plan, including proposed mitigation strategies
- Information that could materially affect public confidence or customer perceptions
- Notice of any material breach or violation of applicable legislation including the Safe Drinking Water Act, 2002
- Any additional information requested by the City from time to time

Beyond the Shareholder Declaration which establishes the broader governance framework and overarching expectations, the MSC is also expected to comply with the following regulatory requirements:

- All applicable legislative and regulatory requirements governing the provision of water, wastewater and stormwater services, including the Safe Drinking Water Act, 2002, the Ontario Water Resources Act, 1990, and all associated licences, approvals and accreditation requirements, ensuring Council continues to receive the information necessary to fulfill its statutory oversight responsibilities.

- Documentation of operational, capital asset, and compliance performance information necessary to enable Council to fulfill its statutory oversight responsibilities as shareholder. This could include key drinking water, wastewater, and stormwater performance indicators and also updates regarding asset management, capital project delivery, system expansion, water loss, and infiltration and inflow (I&I).

The MSC would also be required to prepare and submit an annual Operations Plan that includes:

- Tactical and operational initiatives for the upcoming fiscal year, including projected impacts over the following three years
- Staffing and resource requirements
- Key risk mitigation strategies
- A balanced and fully funded operating and capital budget
- Pro forma consolidated and unconsolidated financial statements prepared in accordance with Canadian public sector accounting standards
- A detailed capital acquisition plan, including procurement strategies and supporting rationale
- Identification of any projected operational risks or material variances
- Any proposed amendments to the approved Operations Plan
- Documentation demonstrating how the MSC has met all applicable legislative, licensing, accreditation and operator certification requirements necessary to protect public health, safeguard the environment, and ensure the continued safe and reliable delivery of water, wastewater and stormwater services.

In addition, City approval would be required for significant corporate or financial decisions, including:

- Amendments to the Rate Setting Policy
- Mergers, acquisitions, or amalgamations
- Joint ventures, partnerships, or strategic alliances exceeding established financial thresholds
- The sale, lease, or disposition of material operational assets
- Creation of subsidiaries or new classes of shares
- Issuance of shares or convertible securities
- Winding up or dissolution of the corporation
- Appointment of auditors
- Changes to Board composition or governance structure
- Compensation policies for Board members
- Directors’ and officers’ insurance arrangements
- Financial assistance to directors or officers
- Agreements creating liens or recourse against corporate assets

Additional feedback regarding governance parameters and oversight mechanisms is welcomed.

Implementation

Implementation of the MSC is anticipated to occur in phases.

An initial transition Board would likely consist of the Mayor, one Councillor, and the City Solicitor supporting the transition process. The transition phase is anticipated to conclude once all assets and employees have been transferred and the first audited financial statements following the transfer are approved.

Employees remain central to the success of the water, wastewater, and stormwater systems. Under this proposal, their day-to-day responsibilities would remain unchanged. Staff would continue operating from the same facilities, using the same equipment, and providing the same services. Existing employment agreements, union arrangements, compensation, and benefits would remain in place. The primary change would be that staff would formally become employees of the MSC rather than the municipality.

Residents would continue electing Council, which would maintain oversight of the MSC through the Shareholder Declaration and related governance requirements.

The MSC would continue to access development charge funding collected by the City on its behalf to support growth-related infrastructure. Separate payroll and HST accounts would be established for the MSC, like the current operational structure used for the Library.

Water, wastewater, and stormwater assets would be transferred to the MSC, with debt issuances to follow to support current and future construction as it occurs. Council has already approved approximately $80 million in debt financing requirements associated with East Side Employment Lands (ESEL) infrastructure and other capital projects identified in this business case. It is important to note that ESEL-related debt is supported through grants, development charges, and contractual funding arrangements with Asahi Kasei. There is no impact to the current rate payers as a result.

The implementation process is anticipated to occur over approximately two years. Initial debt financing would still be required this fall to reimburse the City for pre-funded water and wastewater capital projects.

Financial Impacts and Ratepayer Considerations

The starting point for evaluating the MSC is the current water and wastewater rate environment. Information previously shared with residents in early 2026 demonstrated that the average residential property uses approximately 142,000 litres of water annually at a combined delivery and treatment cost of approximately 1.5 cents per litre.

The analysis also highlighted a significant system challenge: even with recent improvements, for every litre of water sold to a water user, approximately 1.76 litres are sent to the Niagara Region wastewater treatment system for treatment. This reflects the impact of inflow and infiltration within the wastewater network.

Water and wastewater rates in Port Colborne remain high relative to comparable local area municipalities for two primary reasons:

- water loss within the system is approaching 50%; and
- wastewater inflow and infiltration significantly increases treatment volumes and costs.

Council has established a long-term target of reducing water loss to approximately 15%, recognizing that some level of water loss will always occur due to system flushing, maintenance, fire protection activities, and unavoidable leaks.

There are two primary approaches to addressing long-term water and wastewater costs:

1. **Infrastructure Improvements and System Rehabilitation**
   The first approach is to continue investing in infrastructure improvements that reduce water loss and wastewater inflow and infiltration. These issues have been identified in engineering reports dating back to 1979, as previously mentioned.

   Reducing water loss and inflow and infiltration would help stabilize one of the City's largest operating costs: wastewater treatment charges paid to Niagara Region, which are based largely on treatment volumes. These improvements could also help offset projected regional treatment cost increases currently estimated in the range of 8% to 10% annually.

   A challenge with this approach is that not all related infrastructure is owned by the City, and the City does not currently have access to all Niagara Region operational data. This is not intended to suggest deficiencies in the Niagara Region infrastructure, but rather to highlight that system-wide performance impacts local costs and while work is being done on the City infrastructure to reduce water loss and inflow and infiltration the City cannot speak for the Niagara Region system. As billings to the City occur based on volumes at the treatment plants and the Niagara Region maintains infrastructure outside of the treatment plants, if there was a deficiency in their infrastructure, it could impact our water and wastewater volumes purchased and sold from and to the Niagara Region.

2. **Assumption of Regional Water and Wastewater Infrastructure**
   The second approach involves reviewing the potential assumption of Niagara Region water and wastewater infrastructure located within Port Colborne. Council directed staff to explore a business case for this option; however, the information required to complete that analysis has not yet been provided by Niagara Region.

The rationale for reviewing this option includes:

- the Port Colborne system operates independently and does not connect to neighbouring municipalities;
- the City would gain full access to operational and asset information associated with its largest service cost;
- the City would pay actual system costs rather than volume-based charges;
- governance and project coordination efficiencies could be achieved; and
- financing flexibility may improve through the use of long-term debt financing models.

Currently, Niagara Region funds much of its infrastructure through upfront cash financing, which reflects prudent financial management at a corporate level but can also constrain the pace of infrastructure investment due to competing regional priorities and potentially increase costs to system users in the current period. The current governance review underway across Niagara Region may identify opportunities to address these structural challenges, including MSC-type models.

Asahi Kasei and the Origin of the MSC Concept

The concept of establishing an MSC originally emerged during planning associated with the Asahi Kasei investment and East Side Employment Lands infrastructure projects. The MSC structure was initially explored as a mechanism to isolate construction costs and debt associated with those projects.

Asahi Kasei has entered into agreements to fund portions of the required infrastructure, while federal and provincial grants, along with development charges, are helping fund infrastructure expansion beneath the Welland Canal. These projects not only support industrial growth but also future housing development and improved system redundancy for residents on the east side of the city.

As financial analysis progressed, it was identified that favourable long-term financing structures available through an MSC could potentially be extended to broader water, wastewater, and stormwater infrastructure projects.

Preliminary financial analysis indicates that the MSC model could generate approximately $800,000 in year-one interest savings, averaging approximately $500,000 in annual savings which is equal to approximately $10 million over 20 years. This could occur if the debt for the East Side Employment Lands and current projects underway to reduce water loss and inflow and infiltration were combined and issued through an MSC.

Importantly, the MSC model is intended to maintain operational integration and service continuity with the City. The current proposal identifies the City CAO would also serve as CAO of the MSC. No additional staffing is proposed. Customer service, billing, operations, and maintenance functions would continue to operate collaboratively and from the same facilities currently in use.

Regardless of whether the MSC proceeds, debt financing for approved water and wastewater capital projects will still be required this fall. The MSC structure is intended to reduce financing costs and improve long-term affordability while protecting the City's ability by providing it with the flexibility to support other projects, as needed going forward.

Financial Modeling and Rate Impacts

Financial modeling is inherently complex when factoring inflation, interest rates, growth representing new system users and because many costs — particularly water and wastewater treatment charges paid to Niagara Region — remain outside of the City's control. As a result, the MSC alone cannot fix the water and wastewater rates.

However, the MSC would provide access to long-term financing tools that support accelerated infrastructure improvements, facilitate growth and lower financing costs. New users to the system create a broader base to share the cost of maintaining and improving the system. These actions will positively impact the water and wastewater rates.

As noted earlier in the business case, preliminary financial analysis indicates that currently approved debt associated with projects already underway could generate approximately $800,000 in year-one interest savings equalling approximately $500,000 in annual savings through the MSC structure compared to borrowing through the City. This would equal approximately $10 million over 20 years. This is because the MSC would provide the opportunity to combine borrowing associated with the East Side Employment Lands with already underway projects to address water loss and inflow and infiltration and access favourable financing terms through an upper-level government financing program that is not available through the traditional City model.

Staff have previously highlighted to Council the water and wastewater rate modeling that anticipates annual water and wastewater rate increases in the range of approximately 10%, reflecting projected Niagara Region cost increases. Financial modeling associated with this MSC business plan indicate potential reductions of approximately 2% to 4% from those previously forecasted increases.

The range reflects the complexity associated with forecasting the precise impact of individual infrastructure improvements, growth and Niagara Region increases.

If the City's water, wastewater and stormwater system were consolidated into an MSC the statement of operations would reflect the following based on the 2026 budget:

	Water	Wastewater	Storm water	Total
Revenue	**7,621,334**	**10,131,319**	**2,995,081**	**20,747,744**
People	620,148	630,168	315,084	1,565,400
Operating	1,682,086	1,877,751	491,361	4,051,198
Niagara Region	3,169,900	6,198,400	-	9,368,300
Capital	1,064,400	642,500	1,657,491	3,364,391
Borrowing	1,084,800	782,500	531,155	2,398,455
	7,621,334	**10,131,319**	**2,995,081**	**20,747,744**
Surplus/(Deficit)	-	-	-	-

As a note to the above table, while there is no direct payment to the Niagara Region identified for storm water, the Niagara Region does levy for storm water through the transportation budget of the Niagara Region. This charge is consolidated and not itemized in the property tax billing.

Recognizing there would be immediate savings from financing through the MSC, the business case recommends the creation of a targeted grant or affordability program estimated at approximately $250,000 annually to assist lower water users by offsetting wastewater fixed charges. Eligibility criteria and rebate structures would require further policy development and Council consideration.

There are no other significant changes to budgetary lines contemplated in the development of the MSC other than those associated with borrowing costs.

It is expected the MSC would be self-sustaining, however the MSC will be eligible to receive the City's Ontario Community Infrastructure Fund annual allocation from the provincial government. The City and MSC would continue to work with upper levels of government to obtain grants where available. Over the past 18 months, the City has received more than $30 million in water, wastewater, and stormwater grants to offset capital costs.

As highlighted in this business case, perhaps the most significant benefit of the MSC is the ability to access financing to improve and grow the water, wastewater and stormwater infrastructure without negatively impacting the City's ability to support other initiatives. Looking forward, projected debt requirements to support system improvements would include:

- currently approved debt requirements;

- future debt requirements related to existing infrastructure; and
- future growth-related debt requirements funded by developers, development charges or grants.

Issuing debt through the MSC would ensure these obligations remain separate from the City's tax-supported debt capacity. The debt would not be guaranteed by the City, and the MSC would operate as a standalone publicly owned corporation.

The proposed MSC structure may also provide broader benefits across Niagara Region by preventing this infrastructure debt from impacting the Region's consolidated borrowing capacity or any future regional governance structures, thereby preserving borrowing flexibility for other municipalities and regional priorities.

Risks and Mitigation

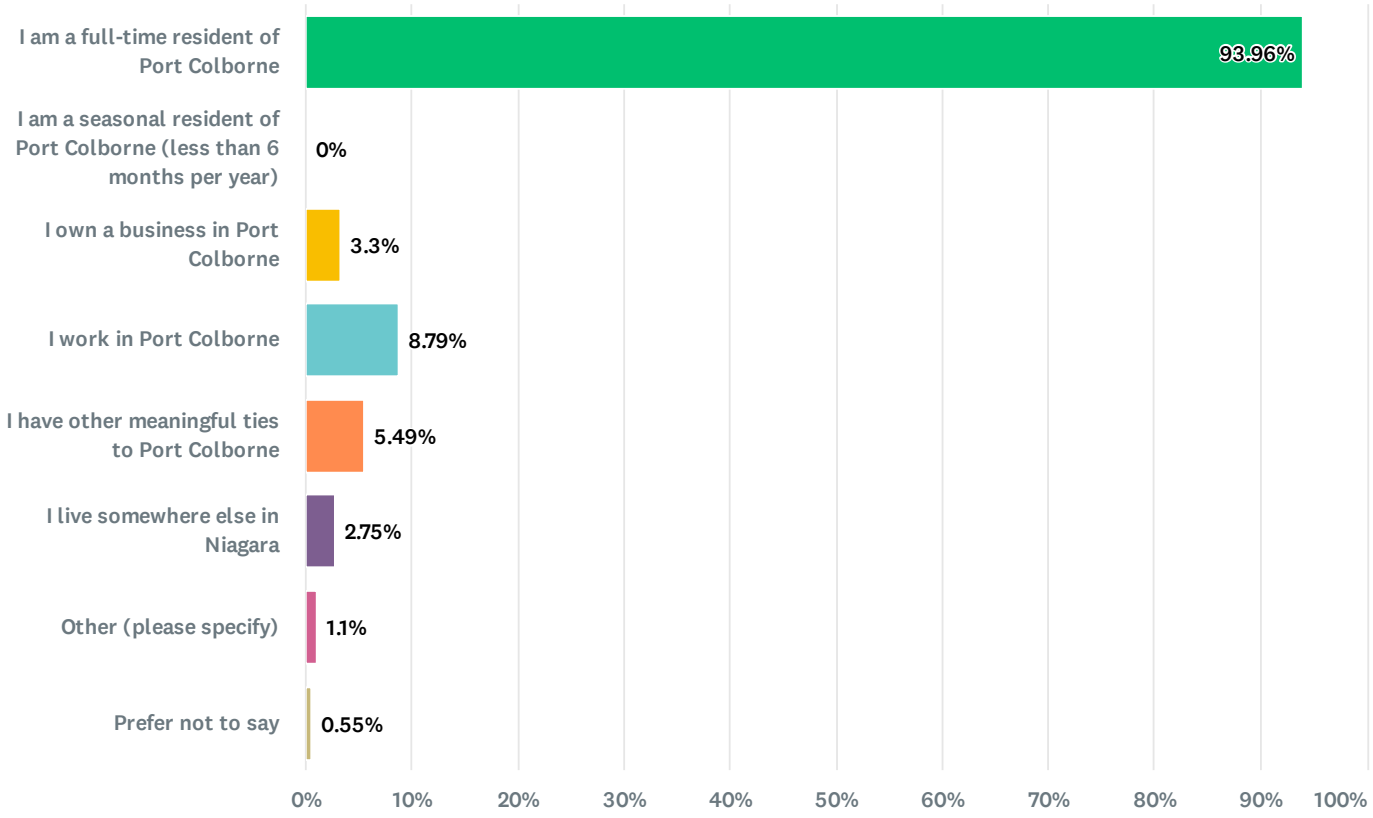
In any business plan there are always risks and mitigation factors. Here are some salient risks and mitigation factors we identified.

Risk	Mitigation
People	Change can be scary. As noted, everyone will still be working in the same capacity, in the same locations. Some employees will be paid from the MSC, and others remain in the City. There would be no change in compensation, everyone would still be in OMERs and unionized employees still with their union. There is legislation to support this change and the City and MSC would work with the union to coordinate.
Legislation for an MSC changes	This could happen. The Province has been introducing new legislation to support water and wastewater corporations understanding the capital-intensive need. If the rules changed the City and MSC would need to evolve; however, the infrastructure deficiencies would be started to be addressed and the debt issued.
Governance in the Niagara Region	This conversation is occurring. The probability of change is high. What is unique to Port Colborne and at least one other local area municipality is, the City's water and wastewater system does not touch any other City. Establishing an MSC has no impact on the rest of the Niagara Region municipalities.
Interest rates	Interest rates could go higher and they could also go lower. The work being done support an interest rate lower than what the City could issue through the Niagara Region regardless as to where interest rates go in general. Further, issuing the debt

Risk	Mitigation
	through an MSC removes the debt from the Niagara Region providing greater borrowing capacity for the Niagara Region and other local area municipalities.
Inflation	Inflation is perhaps the scariest component of maintaining infrastructure. Often construction inflation goes up faster than headline inflation. As noted, the best defence is addressing infrastructure deficiencies when identified instead of allowing the replacement cost to continue to climb.
Growth	What if growth does not materialize to pay for growth assets. In this event the City would look to extend debt payments to increase the time to continue to recoup costs from growth.

Q1 182 responses

What is your connection to Port Colborne? (select all that apply)



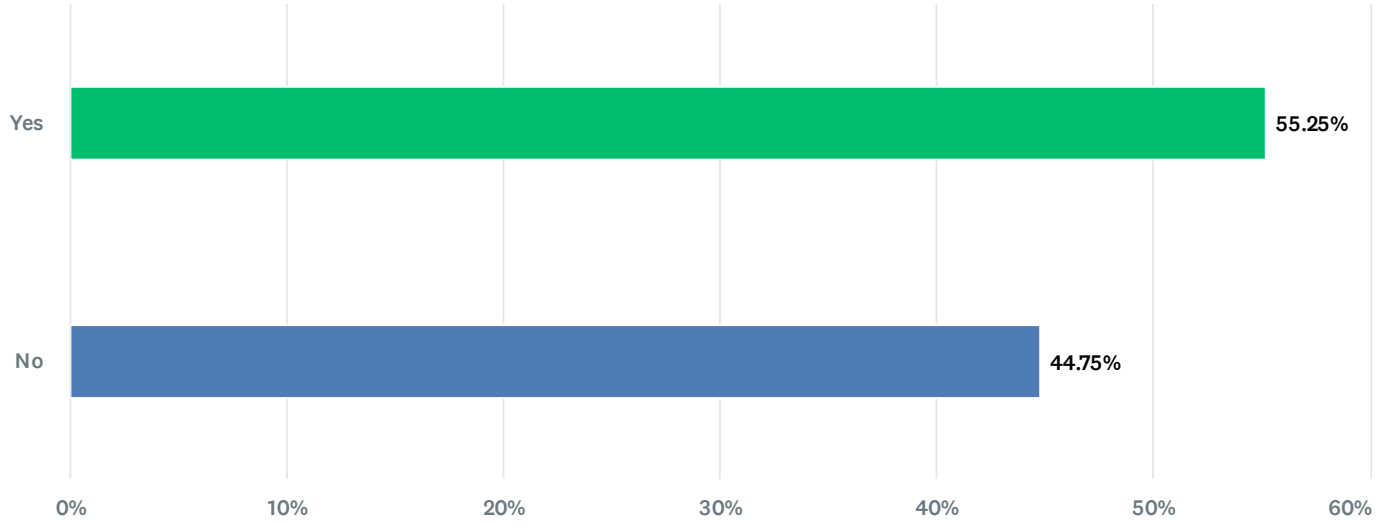
Answer Choices	Percentage	Responses
I am a full-time resident of Port Colborne	93.96%	171
I am a seasonal resident of Port Colborne (less than 6 months per year)	0%	0
I own a business in Port Colborne	3.30%	6
I work in Port Colborne	8.79%	16
I have other meaningful ties to Port Colborne	5.49%	10
I live somewhere else in Niagara	2.75%	5
Other (please specify)	1.10%	2
Prefer not to say	0.55%	1
Total		**211**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	7.00	1.00	1.65	1.44

#	OTHER (PLEASE SPECIFY)	DATE
1	Water Operator	6/30/2026 2:02 PM
2	Tax payer	6/29/2026 6:33 AM

Q2 181 responses

Before taking this survey, were you aware of Municipal Services Corporations and that they are already used by municipalities across Ontario to deliver public services? (i.e. water, wastewater, energy, broadband, etc.)

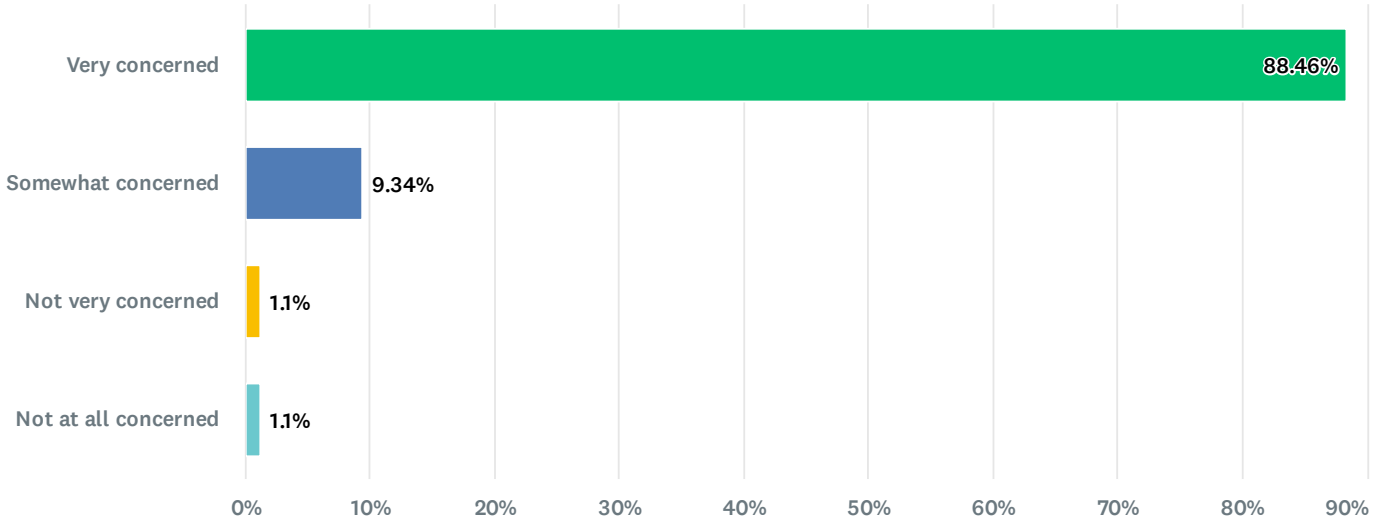


Answer Choices	Percentage	Responses
Yes	55.25%	100
No	44.75%	81
Total		**181**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	2.00	1.00	1.45	0.50

Q3 182 responses

How concerned are you with water and wastewater rates in Port Colborne?

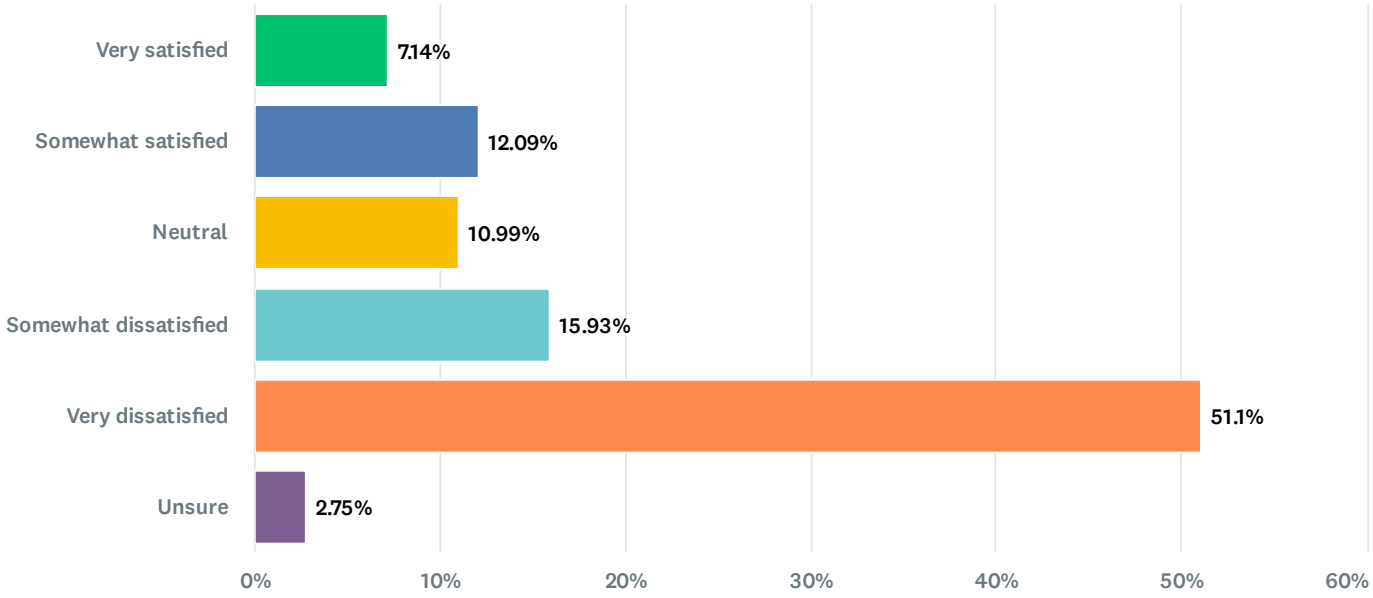


Answer Choices	Percentage	Responses
Very concerned	88.46%	161
Somewhat concerned	9.34%	17
Not very concerned	1.10%	2
Not at all concerned	1.10%	2
Total		**182**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	1.00	1.15	0.46

Q4 182 responses

How satisfied are you with the current governance, management and delivery of water and wastewater services in Port Colborne?

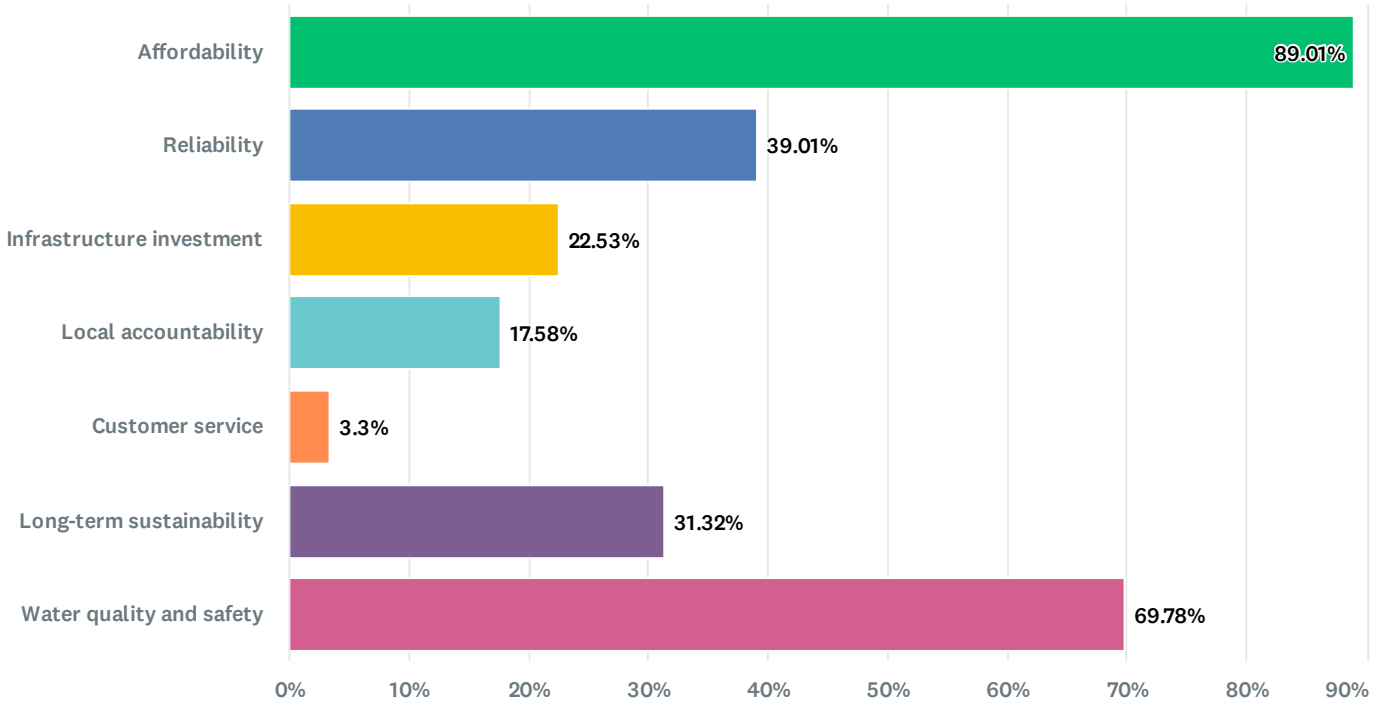


Answer Choices	Percentage	Responses
Very satisfied	7.14%	13
Somewhat satisfied	12.09%	22
Neutral	10.99%	20
Somewhat dissatisfied	15.93%	29
Very dissatisfied	51.10%	93
Unsure	2.75%	5
Total		**182**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	6.00	5.00	4.00	1.36

Q5 182 responses

What factors are most important to you when evaluating water and wastewater services? (select up to three)

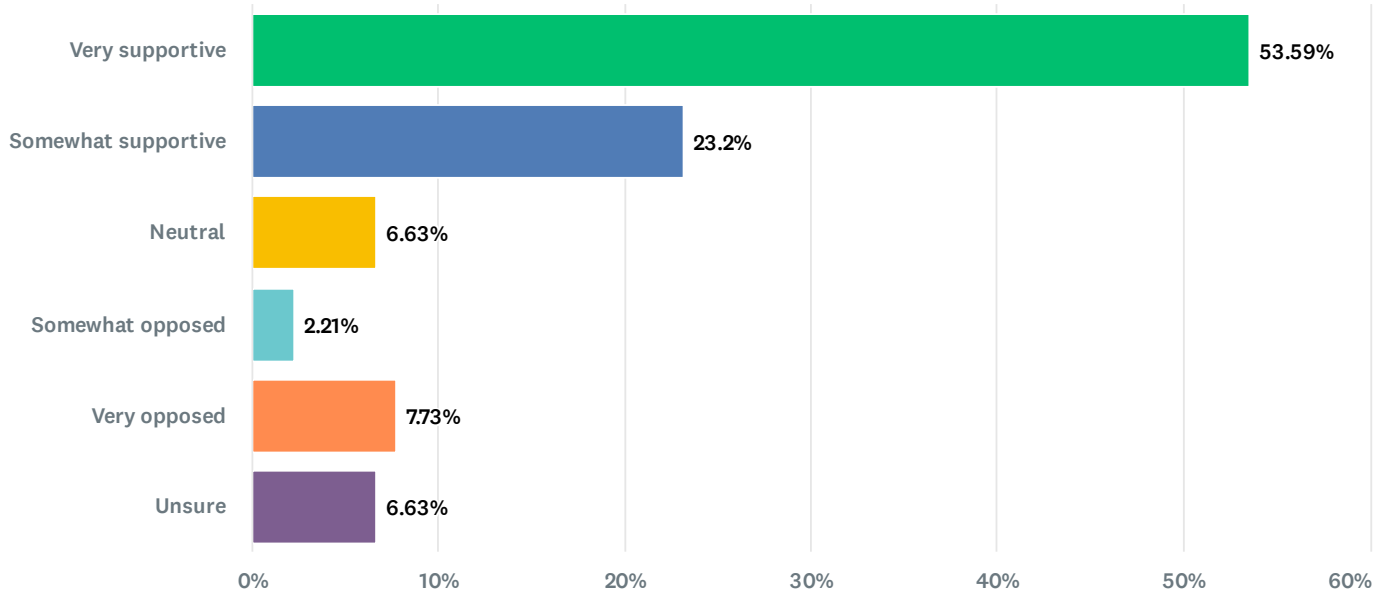


Answer Choices	Percentage	Responses
Affordability	89.01%	162
Reliability	39.01%	71
Infrastructure investment	22.53%	41
Local accountability	17.58%	32
Customer service	3.30%	6
Long-term sustainability	31.32%	57
Water quality and safety	69.78%	127
Total		**496**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	7.00	3.00	3.66	2.50

Q6 181 responses

If a Municipal Services Corporation could help stabilize water and wastewater rates while maintaining service quality, how supportive would you be of exploring this option?

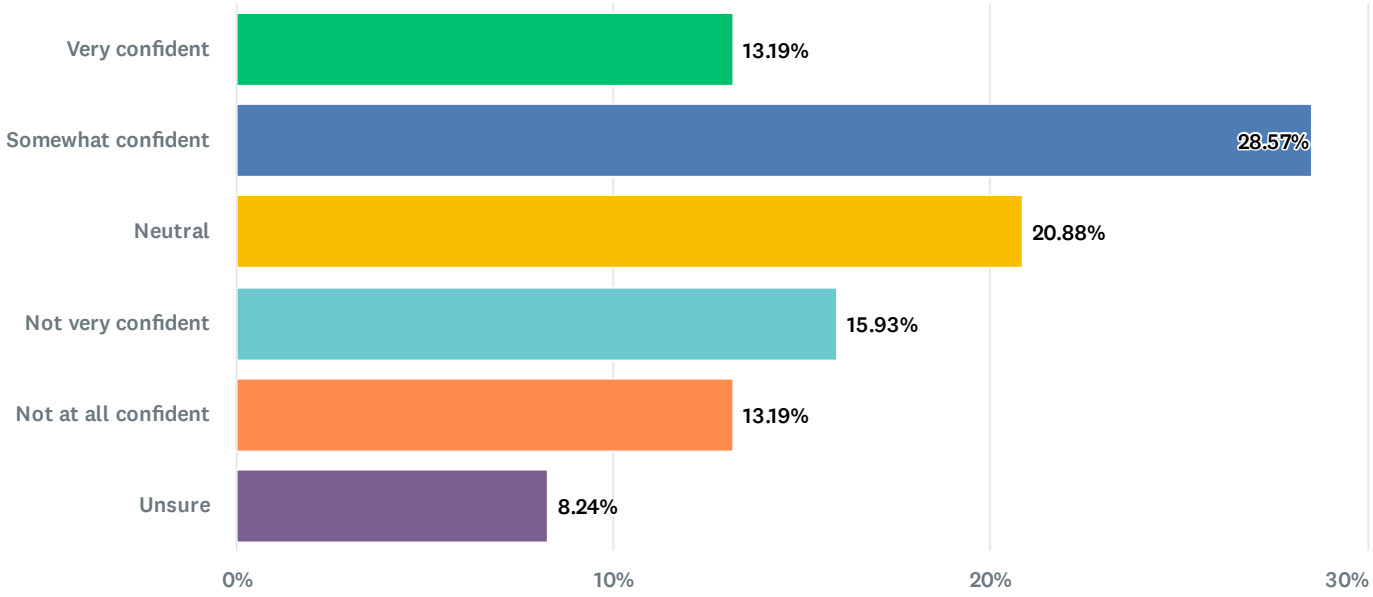


Answer Choices	Percentage	Responses
Very supportive	53.59%	97
Somewhat supportive	23.20%	42
Neutral	6.63%	12
Somewhat opposed	2.21%	4
Very opposed	7.73%	14
Unsure	6.63%	12
Total		**181**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	6.00	1.00	2.07	1.56

Q7 182 responses

If strong oversight measures are in place (e.g., Council-appointed board, annual reporting, financial transparency), how confident are you that the City can effectively manage water and wastewater services through a Municipal Services Corporation?

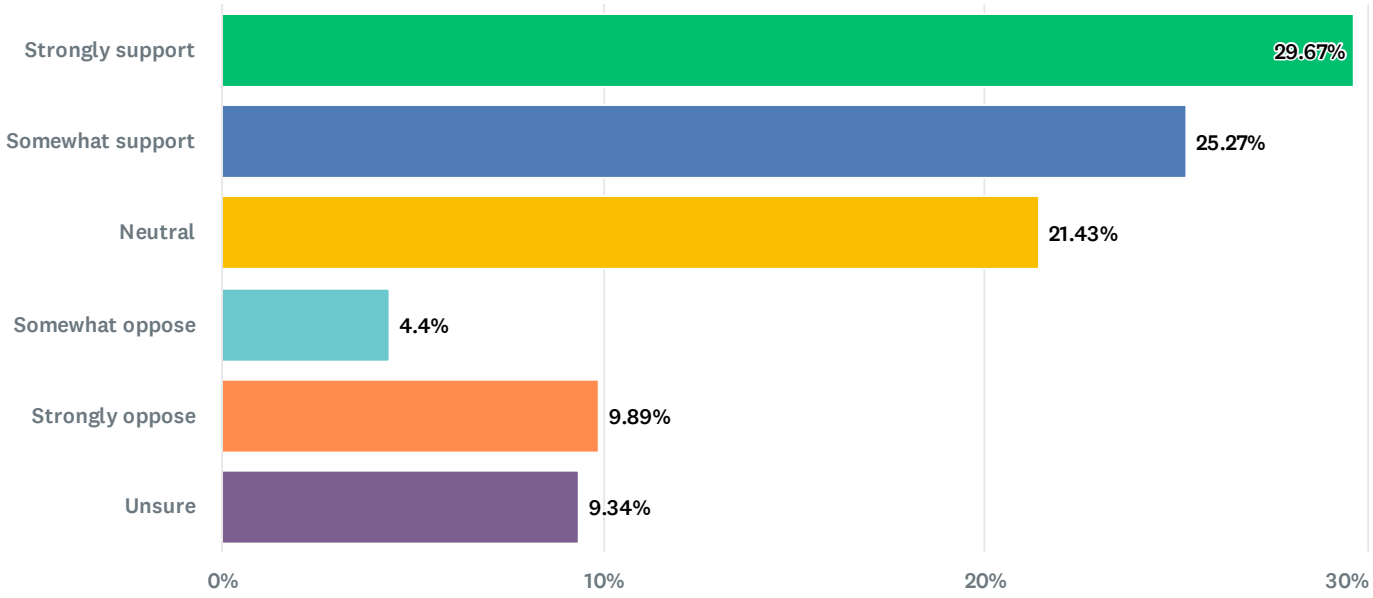


Answer Choices	Percentage	Responses
Very confident	13.19%	24
Somewhat confident	28.57%	52
Neutral	20.88%	38
Not very confident	15.93%	29
Not at all confident	13.19%	24
Unsure	8.24%	15
Total		**182**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	6.00	3.00	3.12	1.49

Q8 182 responses

Would you support the creation of a Municipal Services Corporation for water and wastewater services if existing employees were unaffected and retained their jobs and full compensation?

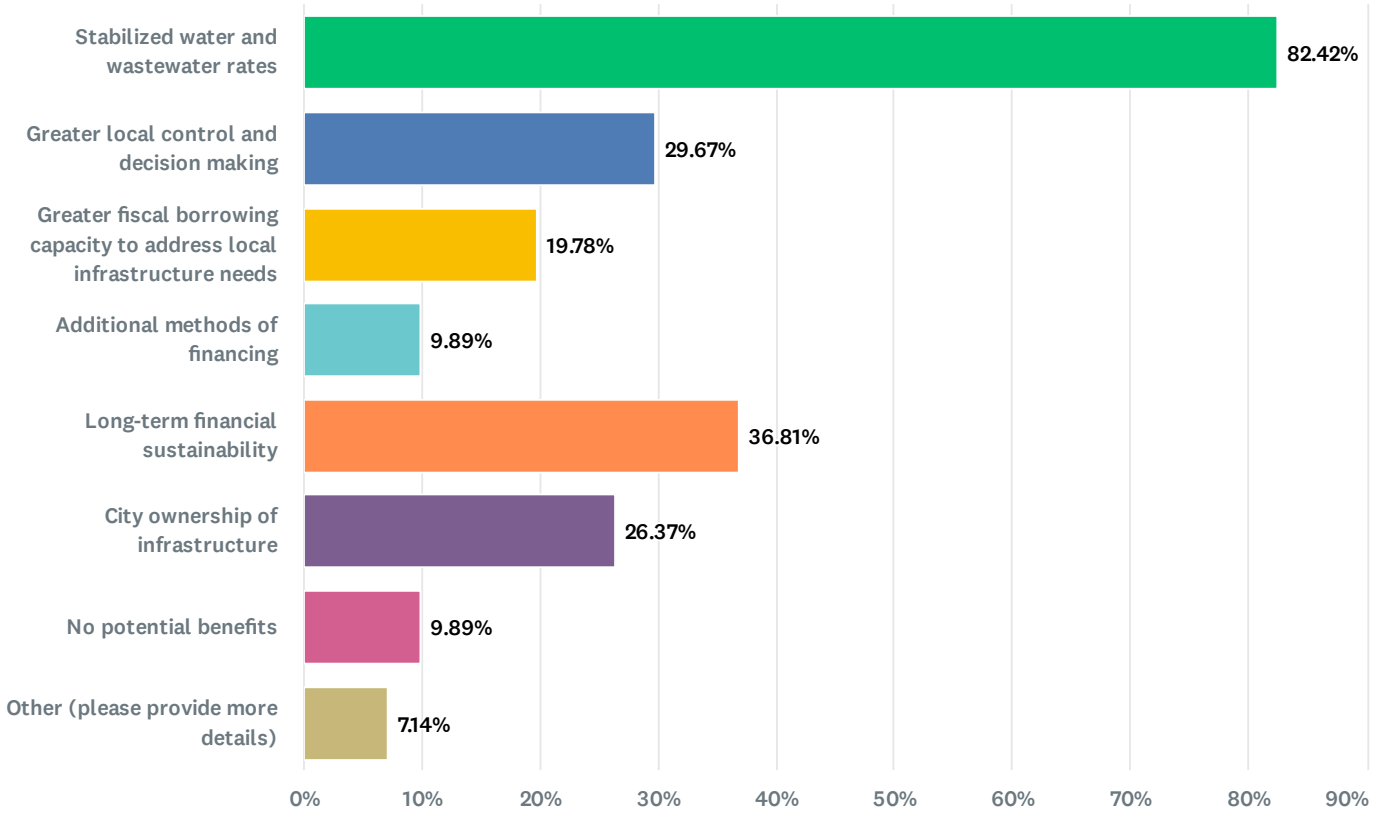


Answer Choices	Percentage	Responses
Strongly support	29.67%	54
Somewhat support	25.27%	46
Neutral	21.43%	39
Somewhat oppose	4.40%	8
Strongly oppose	9.89%	18
Unsure	9.34%	17
Total		**182**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	6.00	2.00	2.68	1.62

Q9 182 responses

Which of the following potential benefits of a Municipal Services Corporation are most important to you? (select up to three)



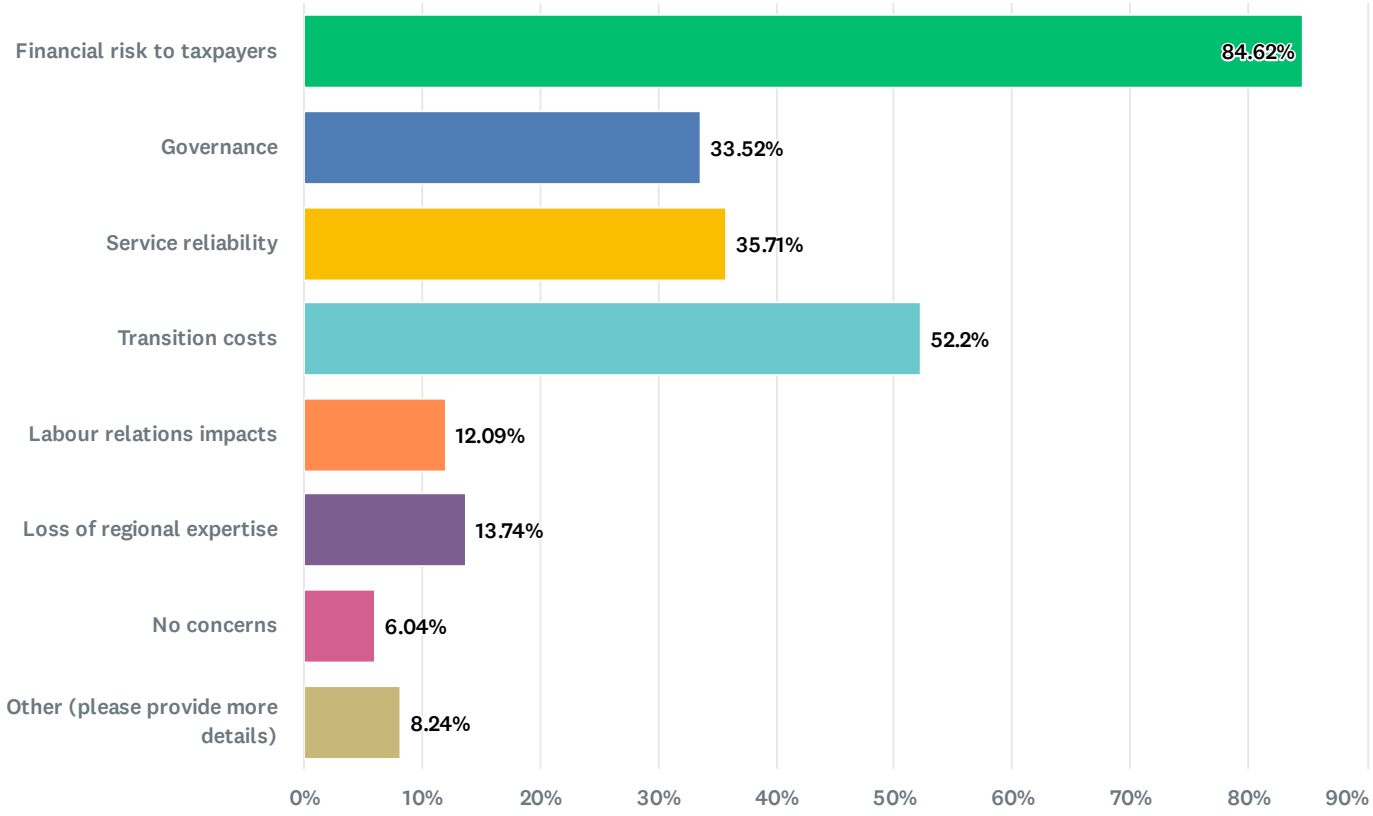
Answer Choices	Percentage	Responses
Stabilized water and wastewater rates	82.42%	150
Greater local control and decision making	29.67%	54
Greater fiscal borrowing capacity to address local infrastructure needs	19.78%	36
Additional methods of financing	9.89%	18
Long-term financial sustainability	36.81%	67
City ownership of infrastructure	26.37%	48
No potential benefits	9.89%	18
Other (please provide more details)	7.14%	13
Total		**404**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	8.00	2.00	3.20	2.21

#	OTHER (PLEASE PROVIDE MORE DETAILS)	DATE
1	Bring cost down	7/6/2026 9:33 AM
2	MUCH lower "operating" cost, better quality (not over-chlorinated on a daily basis), protected from invasive chemicals (better oversight on quarry digging below the aquifer, dumping in canal, farm runoff, etc.)	7/2/2026 4:16 PM
3	Lower waste water charge	6/30/2026 12:56 PM
4	Reduced fixed charges	6/28/2026 8:52 AM
5	Dint but the bill on locals for city awful infrastructure	6/27/2026 2:10 PM
6	Reduce water costs, not just “stabilize.”	6/27/2026 1:46 PM
7	Need to halve the current bills.	6/25/2026 8:04 PM
8	Better water delivery. Pressure seems low.	6/25/2026 12:48 PM
9	I don't believe any of the potential benefits listed can actually be achieved by setting up a Municipal Services Corporation.	6/25/2026 8:14 AM
10	Lower water rates	6/24/2026 8:43 PM
11	Stabilize AND lower. It’s not stable if it remains $160 a month at fixed rates.	6/24/2026 8:30 PM
12	Water quality is publically regulated	6/24/2026 7:06 PM
13	Bring the rates down	6/24/2026 6:11 PM

Q10 182 responses

What concerns would you have about transferring responsibility for water and wastewater services to a City-owned Municipal Services Corporation, noting there is no legal mechanism to privatize a Municipal Services Corporation? (select up to three)



Answer Choices	Percentage	Responses
Financial risk to taxpayers	84.62%	154
Governance	33.52%	61
Service reliability	35.71%	65
Transition costs	52.20%	95
Labour relations impacts	12.09%	22
Loss of regional expertise	13.74%	25
Total		**448**

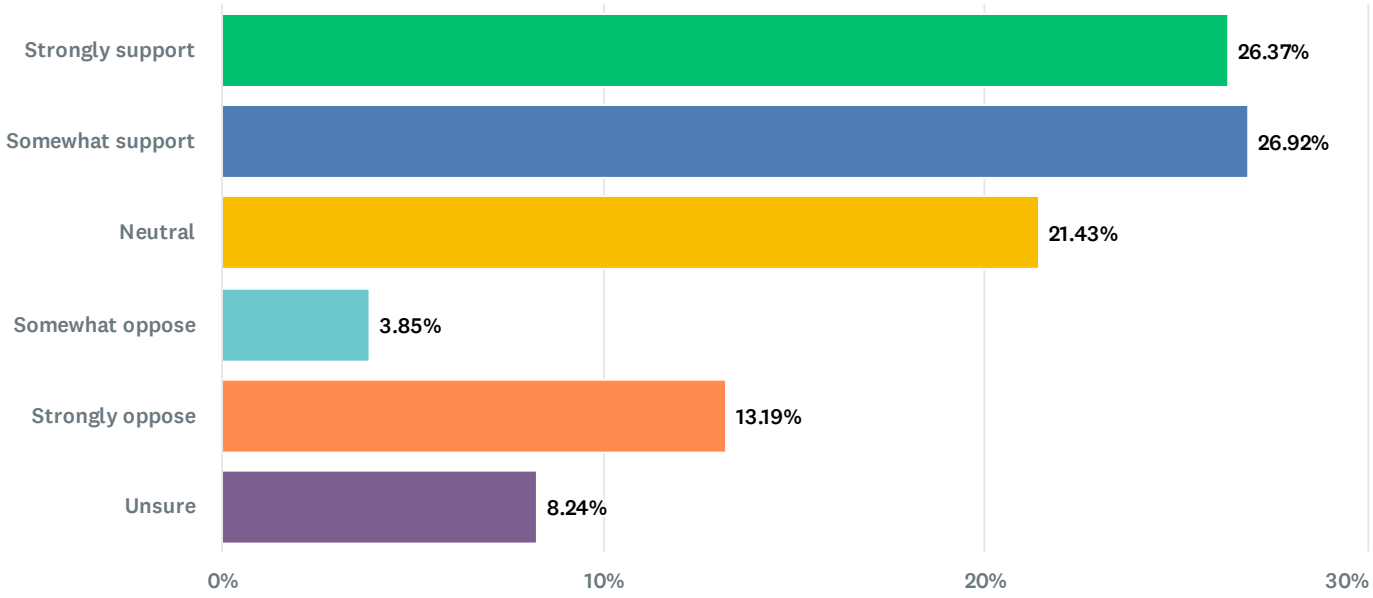
Answer Choices	Percentage	Responses
No concerns	6.04%	11
Other (please provide more details)	8.24%	15
Total		**448**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	8.00	3.00	2.92	1.91

#	OTHER (PLEASE PROVIDE MORE DETAILS)	DATE
1	I am not confident that this will stabilize rates, the money has to come from the same group of people, and now there will be a middleman (e.g. Board) to provide compensation to	7/6/2026 5:44 PM
2	The City has no trained staff to operate WTPs or WWTPs. There is no thought given to the Region having the MSC. Smaller Cities can't afford to operated large facilities.	7/3/2026 8:35 AM
3	Funds allocated should not be redirected elsewhere. NO exceptions to pollution/extraction (PCQ/Rankin/etc)	7/2/2026 4:16 PM
4	MSC benefit of being able to borrow more, is similar to a household that is drowning in debt suddenly qualifying for another credit card.	7/2/2026 10:04 AM
5	Privatization (new laws added because how DoFo rolls)	6/30/2026 2:02 PM
6	there would be another layer that does not address affordable water rates and shields politicians	6/27/2026 10:45 PM
7	Not actually reducing costs for tax payers. Reads well, but does nothing to actually address the concerns of the people.	6/27/2026 1:46 PM
8	Water quality and safety	6/25/2026 10:27 PM
9	The bills end up going up.	6/25/2026 8:04 PM
10	Sounds like a diversion from bigger issues. Walkerton fiasco is more likely.	6/25/2026 3:32 PM
11	We need this.	6/24/2026 11:48 PM
12	All of the points above are problematic - unfortunately your survey will only allow me to pick 3	6/24/2026 7:16 PM
13	That water quality will be compromised	6/24/2026 7:06 PM
14	Cost	6/24/2026 6:11 PM
15	Safety and quality being upheld. But if I could select more than 3 I'm also worried about loss of regional expertise, governance, and transition costs.	6/24/2026 4:24 PM

Q11 182 responses

Based on the information provided, what is your overall level of support for the City to create a Municipal Services Corporation for local water and wastewater services?



Answer Choices	Percentage	Responses
Strongly support	26.37%	48
Somewhat support	26.92%	49
Neutral	21.43%	39
Somewhat oppose	3.85%	7
Strongly oppose	13.19%	24
Unsure	8.24%	15
Total		**182**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	6.00	2.00	2.75	1.60

Q12 Is there anything else you'd like to share about the potential creation of a Municipal Services corporation in Port Colborne?

Answered: 75 Skipped: 107

#	RESPONSES	DATE
1	This is nothing new. Fix the infrastructure. Raise taxes if you have to. Ignore the cliques.	7/8/2026 8:41 AM
2	Just do something positive for the residents of Port Colborne!	7/7/2026 9:28 AM
3	I like the idea Port Colborne would manage and control local water supplies especially when the Federal gov't may be selling off "our Canadian water" to the U.S. It belongs to Canadian residents.	7/7/2026 9:23 AM
4	My understanding after asking questions is that the water rates will continue to rise at 8–10% per annum for the next 10 yrs. Fixed income persons will not be able to afford to live in Port Colborne, a campaign to attract oligarchs, oil magnates, politicians, Donald Trumps etc must be enacted now as they will be the only people able to afford a home in Port Colborne!	7/7/2026 9:22 AM
5	Transparency and accountability is key. Funds spent need to be traceable and it needs to be proven that it was spent wisely (ie. several bids for one job)	7/7/2026 9:19 AM
6	The biggest complaint from citizens of Port Colborne is the price of their total water bill. I have yet to hear how this or any other model is going to help the citizens with this monthly cost. People need to know that their total water bill is not going to go up yearly. The why this is being presented is not communicating this.	7/7/2026 9:18 AM
7	do you absolutely think we are going to save money by hiring outside services it didnt work in hamilton and it will not work now the region has the expertise, trained all employees involved and special talents it will cost more money in the long run, the city has failed in having capital funds to ensure future infrastructure costs and in that i am dissappointed and as well canal days is a pure waste of money.....	7/6/2026 8:03 PM
8	Water rates in port are excessive for two reasons, per my research: the waste (nearly 50% of water leaks into the ground vs a target of 10-15% for the industry); and too much storm / rain water gets into the treatment plant and subject to being treated as sewage. Moving the assets into a MSC will not solve these issues, nor change the fact the region owns the treatment plants. what it will do is allow the city to move debt into the MSC and borrow more at the municipal level. The fact that the city does not publish its audit financial statements is a giant "red flag" to me as a CA. Accordingly, i can not support an MSC given the very poor governance within the city and the further risk of mismanagement.	7/6/2026 6:56 PM
9	While agreeing that the ability of an MSC to borrow more $$ is a selling feature, the addition of another layer between the residents and council is worrisome. It simply gives council another body to say "don't blame us, blame the MSC" - just like they currently do making the Region the scapegoat. And the idea of having the city take over the treatment facilities is not at all realistic. The cost of running the facilities may end up being cheaper initially, but the long term asset costs are astronomical! The current tunnel under the canal is a perfect example. I highly doubt the City could have ever afforded that project. If the city really wants to pursue an MSC model, it should be a region-wide MSC with all of the lower tiers owning part - that way, a region MSC could take advantage of economies of scale. Small, standalone systems would not have the same buying power as a region-wide MSC.	7/6/2026 5:44 PM
10	Bottom line: There is absolutely no excuse for our water rates to be so high. It is ridiculous to say it mildly!!! Outrageously high water rates!!!	7/6/2026 9:38 AM
11	An interesting concept. A concern would be financial sponsorships and it may be more difficult to obtain if we do not get those "private donations," like how they were able to do that in Brant County. I am sure the initial investment will be costly, but what is the estimated "payback" time? If we can afford to do this then do it. But remember we have not operated a water treatment or sewage plant since 1970.	7/6/2026 9:36 AM

12	Even though private or municipal ownership takes place, all the residents of PC should pay less for water/wastewater.	7/6/2026 9:33 AM
13	Expand the MSC to include Regional assets within Port Colborne’s municipal boundaries; keep negotiating with Niagara Region.	7/6/2026 9:26 AM
14	Get these ridiculous rates we pay per month down and get the people out that caused this disaster. Letting the infrastructure go is poor leadership	7/5/2026 1:55 PM
15	The City should explore the Region operating the MSC and not the City. The CIty does not have expertise managing large facilities. Operating and maintaining water treatment plants and wastewater plants requires a different skill set, leadership etc. There would be an economy of scale with the Region operating the facility vs a small city like Port Colborne trying to do the same thing.	7/3/2026 8:35 AM
16	I will leave the hose on full blast all day because actual usage costs me pennies	7/2/2026 8:07 PM
17	Must be a lower "cost of service", possible subsidies for seniors/veterans. $100/mo. even when we're away for 3 months, is an egregious overcharge! Perhaps proprtionate charges to usage.	7/2/2026 4:16 PM
18	Let’s not pretend that privatization is the correct way to go!	7/2/2026 11:04 AM
19	This case study keeps alluding to the treatment cost paid to the Niagara Region for water and wastewater as unreasonably high. The cost charged by the Niagara Region is based upon treatment cost, there is no profit added. A MSC will set costs based upon treatment plus profit and that initial cost of treatment will not decrease. The infrastructure deficit cost will not be reduced with a MSC and the payment of that cost will also eventually include a profit. The only advantage of a MSC is the ability to borrow more money at a preferred rate. This increased debt will still have to be payed for by the taxpayers. The case study speaks to many other expected improvements without any specifics to back them up. My prediction if the Water/Wastewater MSC corporation becomes reality is; higher debt for taxpayers and resulting higher rates, poorer customer service and quality, increased infrastructure deficit in the previously owned Niagara Region assets and more Ministry compliance infractions as a result.	7/2/2026 10:04 AM
20	When can we start seeing some relief on our water bill? Water is a necessity of life. Without water, we die so not even certain I understand why water isn't free for all	7/1/2026 6:10 PM
21	Hard to believe this longstanding problem can be resolved after so many broken promises. We have $7 of actual water usage and our monthly bill is $180. Totally unacceptable.	7/1/2026 7:21 AM
22	While living in Peel Region, my water bill amount over 3 months was less than what I now pay in Port Colborne for one month. How does this justifiably happen? Greed and theft seems to be the answer. Shame!	7/1/2026 6:33 AM
23	If there is at all a way to maybe transport water a different way temporarily while we fix the water infrastructure in the city, I would be all for that. It is upsetting that the amount we pay on our water bills seem to have no impact in fixing the issue. It's a lot of money each house has to pay, and it seems extremely unrealistic that nothing has been done about it. I don't know anything about a Municipal Services corporation. I don't love the idea of privatization because that always seems to lead to greed, but if it's something we can look into temporarily to fix our issue, I'm all for it.	6/30/2026 11:19 PM
24	Port Colborne (PC) does not have the size or economies of scale to efficiently bond finance capital investments. It makes mores sense to have the Region have control of all water and wastewater infrastructure as the Region can get cheaper interest rates and there would be one accountable entity as opposed to PC and Region pointing fingers at each other, like they do now. Why not have PC’s high costs spread out over the entire Region? The Region charges the same wholesale cost for water and wastewater treatment regardless of municipality. The reason for PC’s high costs are solely the responsibility of PC and PC’s failure to properly design, maintain and invest in the infrastructure that it is responsible for. The Regional infrastructure in PC is a Regional asset and likely financed by long term debt. This new corporation would have to purchase the assets and assume the long term debt. So, where are the savings?	6/30/2026 8:59 PM
25	We need real data to understand the possible gains and pitfalls of this proposal. We need to understand who takes responsibility for the safety of our water and the management of the	6/30/2026 8:00 PM

	systems. Show us examples of other municipalities who have accomplished positive outcomes.	
26	Do it for the hospital too.	6/30/2026 7:11 PM
27	Safe drinking water is paramount - all the high standards for safety must be clear and followed -	6/30/2026 4:12 PM
28	I think for this to work there needs to be a big decrease in bill there's no reason people are paying over $200for a water bill when water cost is only $30 of that bill	6/30/2026 12:56 PM
29	At this point, I would say I support the City exploring a Municipal Services Corporation, but I would need to see the full business case before saying I fully support moving forward with it. Port Colborne residents absolutely need relief when it comes to water and wastewater rates. These costs have been a concern for years, and the City has stated that Port Colborne has some of the highest water and wastewater rates in Niagara and among the highest in Ontario. The bigger concern for me is what happens if the infrastructure is not properly maintained or updated. The City has also acknowledged that the water, wastewater, and stormwater infrastructure is aging and in need of major repair or replacement. So the question is not only, "Will this lower rates?" but also, "Will this create a better long-term plan to fix infrastructure that has been an issue for decades?" From what I understand, a City-owned Municipal Services Corporation would not mean selling the system to a private company. The City has said it would remain publicly owned, locally controlled, and accountable to Council, with Council approving the board of directors. . That part is important to me. However, residents still need clear answers about borrowing, debt, oversight, rate-setting, public accountability, and what protections would be in place to make sure residents are not simply paying more under a different structure. Port Colborne I am open to the idea if it helps stabilize rates, reduces duplication between the City and Niagara Region, and finally creates a real plan to address aging infrastructure. But I would want strong transparency before any final decision is made. Lower rates matter, but so does making sure the system is safe, maintained, publicly owned, and financially responsible for the long term.	6/30/2026 12:56 PM
30	Run water to all residents of the city of port colborne. Especially rural areas that dont have it already.	6/30/2026 12:47 PM
31	Not only do the rates need to be stabilized, they need to be lowered considerably. The amount us residents are currently paying is unsustainable. The City has acknowledged that our water and wastewater rates are among the highest in the Niagara Region and among the highest in Ontario. In 2025, the average monthly water and wastewater bill in Port Colborne was approximately 52% higher than the average across other Niagara municipalities. And yes, we hear that aging infrastructure, water loss, and inflow and infiltration are major contributors to these costs, but we should not be expected to indefinitely bear the financial burden without seeing actual improvements. If a Municipal Services Corporation is created, it must be held accountable for delivering real, transparent results and not simply stabilizing future increases, but actively working to reduce these rates. Residents deserve clear performance targets, regular public reporting, and a defined timeline for reducing water loss, addressing infrastructure deficiencies, and lowering costs. Any governance model should prioritize affordability, transparency, and accountability. Simply changing the organizational structure without a clear path to meaningful savings will not address the core issue facing Port Colborne residents.	6/29/2026 3:12 PM
32	How soon would oll of this take into effect	6/28/2026 7:20 PM
33	How did we end up with these high fixed rates?	6/28/2026 8:52 AM
34	remove entire city from regional government	6/27/2026 10:45 PM
35	My water bill is more than my hydro bill . How can single family incomes pay for their water . I use $10 a month in water and end up paying $160 in service fees . Being a single parent it doesn't allow much extras in this economy	6/27/2026 5:47 PM
36	Slipery slope to future privatization. Water is a human right and we need to protect our rights to access clean water at all costs. The risks are being hidden and the deal is not fully transparent. Not allowing taxpayers to fully understand the implications of this sort of a deal.	6/27/2026 4:24 PM
37	Will transition costs be passed on to the people? Increase financing, just more costs for the people. Fancy way to increase costs onto the people with no long term plan to reduce, not just stabilize, costs to the people. No transparency of where the money is going, how much has	6/27/2026 1:46 PM

	been fixed, project planning of what it will take to get the system completed, how far along is the process, how much is left, timetable for completion, etc. also, why are the fees not based on usage if it is a use fee? Every household regardless if they have 1 person or 6, pay the same amount. If it's to fix infrastructure, isn't that what our property taxes are for? If we have no ability to reduce the fee, it's not a usage fee, it's a tax.	
38	Show the tax payers a comparison of why this would be beneficial compared to the absolutely insane water bills we currently face.	6/27/2026 1:06 PM
39	Something needs to happen to lower fixed charges for water delivery and waste water. Under $20 of usage but a bill that's $200 is ridiculous and unfair to residents	6/27/2026 12:46 PM
40	I am a single person living in a small house in Port colborne. I have a gym at my work so I shower there most days. My water usage is extremely minimal yet I have zero incentive to conserve water. My water bill is through the roof and my usage is dollars a month. The balance is completely unjustified and ridiculous.	6/27/2026 12:44 PM
41	I should not be paying double for 2 people compared to a family of 4 in kitchener. Its making it gard to afford to live in this town. We should not be paying the highest rates in the region and province	6/27/2026 12:05 PM
42	Sounds like a greater cost to tax payers	6/27/2026 11:18 AM
43	The cost of water on a monthly basis is just not OK the rising costs in every avenue the fact that living in Port Colborne , which is already a destination place to live requiring most residents to commute to their jobs is creating substantial financial strain for those of us that you live in Port Colborne and support our local community.	6/27/2026 11:04 AM
44	Only thing this community cares about is lowering our outrageous cost of water bills! $150 per month on extra for only $12 worth of usage! Show the community that Port Colborne cares about their people not just money and letting builders from large cities come in to do more damage and build multi level buildings in our small town! It's being ruined more every year! I've not heard one person in this town happy about living here unless you're sitting in the big offices making the money! It's not small town vibes anymore, just a baby city! Start thinking more about the humans living here rather than the towns pockets!!!	6/27/2026 10:48 AM
45	My past 2 months water bill has been $400!! This is outrageous!!	6/27/2026 10:48 AM
46	Water bills are absurd here in port we need change	6/27/2026 10:46 AM
47	We just want lower rates for our water. The amount we pay compared to other cities is ridiculous	6/27/2026 10:43 AM
48	Water and waste should only ran by the region. There is no need for the city or any other city to be duplicating these services.	6/27/2026 12:00 AM
49	As a Port Colborne resident, my water bill is typically $160-180/month, with only about $15 being actual water usage. The rest is fixed charges and wastewater fees. While I understand the MSC can reduce borrowing costs and improve infrastructure efficiency, I'm not convinced it addresses the core affordability problem residents face. The business case projects the MSC could reduce rate growth from 10% to 6-8% annually by reducing inflow and infiltration. However, even at 6% growth, my bill will still increase ~$10/month each year—and that assumes the I&I reductions are achievable and that Niagara Region doesn't increase treatment charges faster than projected. Before implementing an MSC, I'd recommend Council conduct a rate-structure review. My bill shows that affordability isn't just a volume issue—it's a fixed-charge issue. Shifting more cost burden away from fixed charges and toward actual usage would be more directly impactful for residents who are already conserving water. The MSC is a good financing tool, but it shouldn't replace rate-design reform as the primary solution to affordability	6/26/2026 9:06 PM
50	A change for the better needs to happen. Residents of Port Colborne pay out the ear more than other areas. I am a single mom with a 6 yr old and we do not use alot but get raked over the coals for stupid fixed charges every month. 175 a month !?! Come on.... We struggle as it is to pay everything else and a necessity like water shouldn't be this off the charts. DO BETTER !!	6/25/2026 10:53 PM
51	Simply adds another layer of bureaucracy and further removes elected officials from accountability	6/25/2026 10:27 PM
52	How does this move aim to reduce the cost and provide more financial stability to residents?	6/25/2026 10:17 PM

	Could the new company also not just jack rates up?	
53	We need people to stay in port colborne not leave because we can't afford a water bill because of all the extra charges	6/25/2026 9:47 PM
54	The rates are just to high. More than double what I was paying before I moved here. $170 a month is ridiculous.	6/25/2026 8:04 PM
55	City Council is already doing a poor job overall managing the funds of Port Colborne, adding another thing to the plate to manage will be an absolute disaster. Residents do not want more housing development when our infrastructure clearly cannot handle it. This including water, hydro and even having enough food at the grocery stores. Instead of spending money on vanity projects like the canal front maybe we should have invested those millions into our water system. What a waste to take out the natural environment and replacement it with a concrete pad to view the canal without power lines. As well, spending all this money on Canal Days. Most locals stay away and HATE it! Our property taxes and water bills are through the roof. Until you can show you can manage that, no one will have confidence in your council. Bill Steele and anyone that supports anything that is not for the residents FIRST needs to GO! No Municipal Service Corporation!	6/25/2026 6:45 PM
56	We just moved to port Colborne with two young children. 1/4 of my bi- weekly pay cheque will be consumed by the water bill. There is no reason I should be using 48$ in water and be charge 125$ for "fixed" charges . This is unacceptable	6/25/2026 6:26 PM
57	Whole region is shifting. Fewer representatives, no quality candidates, why are we highest rates in region already. Election diversion. O	6/25/2026 3:32 PM
58	I'd be curious if the lending power of a municipal corporation can extend or tie to some of the infrastructure associated with a potential future health hub	6/25/2026 12:39 PM
59	Water rates are simply atrocious. This must be addressed with fiscal responsibility.	6/25/2026 12:38 PM
60	Unfair to pay 150 a month for 5 dollars of actual water	6/25/2026 11:44 AM
61	The gov't needs to learn how to do more with less - we tax payers are stretched beyond the limits! Further management/executives are over paid	6/25/2026 10:38 AM
62	Water bills are outrageous.	6/25/2026 10:08 AM
63	I doubt a Municipal Services corporation will bring water rates down when it's mandate will be to produce a profit. Increasing the debt burden indirectly on the City of Port Colborne will not contribute to lower rates. Losing shared funding and expertise from other municipalities in the Niagara Region will not benefit Port Colborne ratepayers. Can a Municipal Services corporation create a time machine to go back in time to when politicians chose their political careers over investing in infrastructure that is now crumbling? The Municipal Services corporation appears to just be a vehicle for the City of Port Colborne to issue more debt outside the city's debt load (i.e. debt outside that used by S&P to determine debt ratings) so the city can utilize any dedicated debt room in a different way, perhaps for a vanity project like the cruise ship welcome centre. I am very much against setting up a Municipal Services corporation for water and wastewater services.	6/25/2026 8:14 AM
64	Our water bill is too high make it lower ASAP!	6/25/2026 4:44 AM
65	Fixed water charges are unacceptable. Allowing residents to pay $150/mo in fixed charges should be a sackeble offense.	6/24/2026 9:58 PM
66	Instead of jumping through Legislative hoops, we should be petitioning the province to increase funding and keep water right where it is - in the hands of local residents and local workers. Direct and transparent control like any city department. Anything else is a step in the wrong direction. This is our water people!	6/24/2026 8:14 PM
67	Why would you attempt to duplicate a Regional service - this is probably the dumbest thing I have ever heard the Port Council consider. Who is leading this? This is an embarrassment	6/24/2026 7:16 PM
68	Mostly that water quality will be compromised and that a for-profit company might in the future be used to manage and run our water supply. And that our water bills will increase even more with the MSC model.	6/24/2026 7:06 PM
69	Something needs to be done about these water rates. I don't care what it is so long as the residents don't have such an astronomical fixed water charge every single month. Everything	6/24/2026 6:44 PM

	is so expensive as it is, we can't afford this.	
70	Creating a new board of directors to soak up taxpayer money would be a disaster	6/24/2026 6:22 PM
71	Fix the issue bring the cost down not difficult we pay 3x every other region	6/24/2026 6:11 PM
72	You need to give the responsibility to the region! Get rid of the two tier level of government. You don’t need a region and a city. Either have one or another. All this is is politicians trying to save their jobs! A politician will never vote themselves out of a job!	6/24/2026 5:00 PM
73	I don't believe the state of Port Colborne's water and waste water system is the fault of the Niagara Region, but rather decisions by Port Colborne. I do not have much coincidence the City can do better without the Region	6/24/2026 4:27 PM
74	People are leaving Port Colborne as costs for utilities is ridiculous	6/24/2026 4:25 PM
75	na	6/24/2026 2:53 PM

SHAREHOLDER DECLARATION

THE CORPORATION OF THE CITY OF PORT COLBORNE

-and-

[PORT COLBORNE MUNICIPAL ENTERPRISES LTD.]

Dated as of [●]

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THE CORPORATION OF THE CITY OF PORT COLBORNE

SHAREHOLDER DECLARATION

RECITALS:

A. **[Port Colborne Municipal Enterprises Ltd.]** (the "**Corporation**") is a municipal services corporation wholly-owned by the Corporation of the City of Port Colborne (the "**Shareholder**") pursuant to Section 203 of the *Municipal Act, 2001* and Ontario Regulation 599/06, with Port Colborne as the sole shareholder;

B. The Corporation and its subsidiary corporations ("**Subsidiaries**") shall be organized to provide systems, services or things that the Shareholder itself could provide;

C. The Shareholder wishes to establish certain principles of governance and other fundamental principles and policies relating to the Corporation.

1. Definitions and Interpretation

1.1 Wherever used in this Shareholder Declaration, the following terms shall have these respective meanings:

"**Affiliate**" has the meaning given to such term in the OBCA;

"**Auditor**" is defined in Section 17(b);

"**Board**" means the board of directors of the Corporation;

"**Book Value**" means the book value of the Corporation as at the end of its last completed Fiscal Year as shown in its audited Financial Statements;

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in Port Colborne, Ontario, are open for non-automated business during normal banking hours;

"**CAO**" means the chief administrative officer of the Shareholder;

"**Chair**" means the Chair of the Board of the Corporation from time to time;

"**Corporation**" has the meaning ascribed to that term in the Recitals of this Shareholder Declaration;

"**Council**" means the municipal council of the Shareholder;

"**Director**" means an individual who is appointed as a director of the Corporation in accordance with this Shareholder Declaration and is then in office as a director of the Corporation;

"**Financial Statements**" means, for any particular period, audited or unaudited (as stipulated in this Shareholder Declaration), comparative financial statements of the Corporation as are required in accordance with any applicable Laws;

"**Fiscal Year**" means, in respect of the Corporation, the annual period of twelve (12) consecutive months as determined by the Board for tax and accounting purposes, including the preparation of financial statements;

"**GBE Designation**" is an accounting designation as described from time to time in Canadian public sector accounting standards;

"**Governmental Authority**" means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule making entity, having jurisdiction in the relevant circumstances, and any person acting under the authority of any Governmental Authority;

"**Independent Director**" means an individual who is not a member of Council or an employee of, or consultant to, the Shareholder or of any agency, board or commission of the Shareholder;

"**Laws**" means:

(i) applicable Canadian federal, provincial or municipal laws, orders-in-council, by laws, codes, rules, policies, regulations and statutes;

(ii) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other person having jurisdiction;

(iii) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and

(iv) any requirements under or prescribed by applicable common law;

"**Lien**" means any mortgage, assignment, encumbrance, security interest, regardless of form, that secures the payment of any indebtedness or liability or the observance or performance of any obligation;

"**Municipal Services**" is defined in Section 5;

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Official Plan**" means the Shareholder's official plan, as approved by Council from time to time;

"**Operations Plan**" is defined in Section 18.1;

"**Person**" means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, governmental or regulatory authority or other entity of any kind;

"**Port Colborne**" means the Corporation of the City of Port Colborne;

"Shareholder" has the meaning ascribed to that term in the Recitals of this Shareholder Declaration;

"Shareholder Declaration" means this unanimous shareholder agreement;

"**Shareholder Representative**" is defined in Section 12.2;

"**Strategic Plan**" is defined in Section 3.1(a); and

"**Subsidiary**" has the meaning given to such term in the OBCA.

1.2 Schedules – The following schedules form a part of this Shareholder Declaration and are incorporated by reference:

Schedule "A": Independent Director Compensation Policy

Schedule "B": Board Appointment Policy

1.3 Headings and Table of Contents – The inclusion of headings and a table of contents in this Shareholder Declaration are for convenience of reference only and shall not affect the construction or interpretation of this Shareholder Declaration.

1.4 Number – In this Shareholder Declaration, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 Laws – All references to statutes or Law contained in this Shareholder Declaration means those statutes or Law in effect from time to time, and all amendments thereto or any re-enactment thereof or replacement statutes.

1.6 Regulatory Matters – In the event of any conflict between any approval or direction or other requirement of the Shareholder and the Corporation under this Shareholder Declaration and any decision, order or policy of any Governmental Authority pursuant to applicable Laws, the decision, order or policy of the Governmental Authority shall govern and the Corporation will at all times comply with any decision, order or policy of the Governmental Authority, whether or not an approval or direction has first been given in respect thereof by the Shareholder under this Shareholder Declaration. For greater certainty, the Corporation will not seek any order from any Governmental Authority for any matter that would require the approval of the Shareholder under this Shareholder Declaration without first giving notice of their intention to seek such an order to the Shareholder.

2. Purpose

2.1 The purposes of this Shareholder Declaration are as follows:

(a) subject to the Board's authority to manage or supervise the management of the operations and affairs of the Corporation, to provide the Board with the Shareholder's expectations relating to the principles of governance and other fundamental principles and policies regarding the Municipal Services;

(b) to inform the residents of Port Colborne of the Shareholder's fundamental principles regarding the Municipal Services; and

(c) to set out the accountability, responsibility and relationship between the Board and the Shareholder.

Except as provided in Section 13, this Shareholder Declaration is not intended to constitute a unanimous shareholder declaration under the OBCA or to formally restrict the exercise of the powers of the Board.

3. Shareholder's Expectations

3.1 The Shareholder expects that the Board will:

(a) develop a strategic plan, including a mission and vision for the Corporation that is congruent with that of the Shareholder and aligned with the Official Plan and related plans (the "**Strategic Plan**");

(b) develop administrative policies, practices and procedures with respect to the Council's approval of rates recommended by its Subsidiaries (the "**Rate-Setting Policy**");

(c) develop an Operations Plan (defined herein) that supports a viable, independent and self-financing corporation that meets or exceeds industry benchmarks and maintains compliance with all applicable Laws;

(d) ensure the administrative policies, practices and procedures and controls are in place to implement decisions of the Board;

(e) ensure the accountability and transparency of the operations of the Corporation, including the activities of the management of the Corporation;

(f) maintain the financial integrity of the Corporation;

(g) operate its Subsidiaries with the intention of attaining GBE Designation;

(h) develop long-term asset management plans that balance in-year contributions, reserves and long-term debt, in accordance with applicable Laws and industry benchmarks; and

(i) manage all risks related to the Municipal Services provided by the Corporation and its Subsidiaries, through the timely adoption of appropriate risk management strategies and internal controls consistent with industry norms.

4. Principles

4.1 The following principles will govern the operations of the Corporation:

(a) The Corporation recognizes that it is in the best interests of the Corporation and the Shareholder that it conducts its affairs:

(i) on a commercially prudent basis, and in accordance with the objectives of the Shareholder as set out herein; and

(ii) in a manner consistent with policies as may be established by the Shareholder from time to time;

(b) The Corporation will operate in a safe and environmentally responsible manner;

(c) The Corporation will ensure its Subsidiaries maintain resilient and sustainable Municipal Services; and

(d) The Board is responsible for determining and implementing the appropriate balance among the foregoing principles and for causing the Corporation to conduct its affairs in accordance with the same.

5. Permitted Activities

Subject to the restrictions in Section 13, the Corporation may engage in, or incorporate one or more Subsidiaries to engage in, the provision of systems, services or things that the Shareholder itself could provide in accordance with applicable Laws (the "**Municipal Services**"), and as the Board may authorize in accordance with the terms of this Shareholder Declaration. In so doing, the Corporation shall comply with all applicable Laws.

6. Standards of Governance

As required by the OBCA, the Board shall supervise the management of the business and affairs of the Corporation, and, in so doing, shall act honestly and in good faith with a view to the best interests of the Corporation and shall exercise the same degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

7. Board of Directors and Responsibilities

7.1 Subject to any matters requiring approval of the Shareholder pursuant to this Shareholder Declaration, the Board will supervise the management of the Municipal Services and the affairs of the Corporation, including the following specific matters:

(a) approving the Strategic Plan;

(b) approving the Operations Plan;

(c) approving any dividend policy and any dividend payment as provided for therein;

(d) appointing the officers of the Corporation;

(e) approving the remuneration of the senior management of the Corporation (which includes but is not necessarily limited to the officers); and

(f) recommending rates recommended by its Subsidiaries to the Shareholder for approval upon request from its Subsidiaries.

8. Board

(a) Appointment Policy – Except for the Initial Board (defined below), the Shareholder shall appoint the Board, in accordance with the policies established by the Board from time to time and as approved by the Shareholder. Initially, the Board appointment policy is as set out in Schedule "B".

(b) Initial Board – The first Board shall consist of the following three (3) directors: **[●]** (the "**Initial Board**"). The Initial Board shall serve until the earlier of:

(i) the completion of the initial financing in connection with the development of the lands colloquially known as the East Side Employment Lands and related inflow and infiltration of water loss reduction projects; or

(ii) April 30, 2028.

(c) Vacancies – If a member of the Board ceases to be a Director for any reason, the Shareholder will fill the vacancy created thereby as soon as reasonably possible.

(d) Board Committees – The Board may establish committees if determined to be in the best interests of the Corporation.

(e) Director Compensation – The Directors shall receive such remuneration for their service as Directors as determined from time to time by the Shareholder, provided that each member of the Board shall be entitled to incur reasonable expenses for travel and/or training in respect of the Director's role on the Board, in accordance with policies established by the Board from time to time and approved by the Shareholder. Initially, only Independent Directors will be eligible for compensation in their capacity as a Director and the compensation policy for Independent Directors will be as set out in Schedule "A". For greater certainty, only one annual retainer will be paid where an individual is an Independent Director of both the Corporation and an Affiliate.

9. Qualifications of Directors

9.1 The Directors will be residents of Canada. In electing Directors, the Shareholder will give due regard to the qualifications of candidates, including experience or knowledge with respect to:

(a) awareness of commercial and public policy issues related to the Municipal Services;

(b) governance experience with private and public boards of directors involved in significant commercial corporations;

(c) financial, legal, accounting, engineering, marketing and/or commercial experience; and

(d) knowledge and experience with risk management strategy, including financial literacy.

10. Conflict of Interest Policy

The Directors and officers of the Corporation will strictly abide by the requirements of the OBCA and the Corporation in respect of conflicts of interest, including any requirements in respect of disclosure and abstention from voting. A detailed conflict of interest policy will be established by the Corporation within six (6) months of the date hereof.

11. Direction by the Shareholder

11.1 Direction by the Shareholder – At its sole option and discretion, the Shareholder may direct the Corporation to carry out certain actions in relation to the Municipal Services, subject to applicable Laws.

11.2 Notification of Shareholder Directions – Directions of the Shareholder shall require a resolution or bylaw of Council duly passed at a meeting of Council, and any such direction shall be delivered to the Board by written notice signed by the Shareholder Representative. The Shareholder Representative shall deliver a copy of each such written notification delivered to the Board contemporaneously with each notification.

12. Decisions of the Shareholder

12.1 Advance Notice – No required approval or decision of the Shareholder will be given unless the Corporation has given reasonable advance notice in writing of the need for approval and has provided such information as is reasonably necessary for the Shareholder to make an informed decision regarding the subject matter requiring approval.

12.2 Shareholder Representative – The Shareholder hereby designates the CAO as the legal representative of the Shareholder (the "**Shareholder Representative**") for purposes of communicating to the Board pursuant to Section 12.3, and any consent or approval required

by this Shareholder Declaration or by the OBCA. The Corporation shall be entitled to rely on any communication received by the Shareholder Representative.

12.3 Notification of Shareholder Approval – Approvals or decisions of the Shareholder required pursuant to this Shareholder Declaration or the OBCA shall require a resolution or bylaw of Council duly passed at a meeting of Council, and any such decision shall be delivered to the Board by written notice signed by the Shareholder Representative.

13. Matters Requiring Shareholder Approval

13.1 The Shareholder hereby directs the Corporation at all times to seek the approval of the Shareholder in respect of each of the following matters prior to the Corporation undertaking or causing to be undertaken any of the following matters:

(a) amendments to the Rate-Setting Policy, once approved by Council;

(b) in any one financial year, entry into one or more transactions to acquire or be acquired, whether by way of purchase or otherwise, of, or merger or amalgamation with, any one or more Persons;

(c) entry into any joint venture, partnership, strategic alliance or other venture, which would require an investment, or which would have a financial impact greater than 5% of the Book Value;

(d) in any financial year, enter into one or more transactions which individually or in the aggregate, except as provided in the Operations Plan, result in the disposition, lease or sale of any part of the business of the Corporation;

(e) entry into formal or informal discussions or preparation or execution of any letter, memorandum of understanding or other binding or non-binding document with any Person in relation to any transaction described in Sections 13.1(b), 13.1(c) or 13.1(d);

(f) changing or removing any restriction on the Municipal Services;

(g) creating new classes of shares of the Corporation;

(h) entering into one or more amalgamations of the Corporation with any other corporation(s);

(i) the institution of proceedings for any winding up, arrangement or dissolution of the Corporation;

(j) appointment of auditors of the Corporation;

(k) an application to continue the Corporation as a corporation under the laws of another jurisdiction;

(l) issuing, or enter into any agreement to issue, any shares of any class, or any securities convertible into any shares of any class of the Corporation;

(m) redeeming or purchase any outstanding shares of the Corporation;

(n) engaging in any activity other than as expressly permitted under Section 5;

(o) salary, benefits and other compensation of members of the Board;

(p) election, replacement, composition and number of members of the Board;

(q) directors and officers insurance arrangements for the Corporation;

(r) providing any financial assistance, whether by loan, guarantee or otherwise, to any director or officer of the Corporation;

(s) appointing the directors of a Subsidiary;

(t) when required pursuant to a Subsidiary's shareholder declaration, issuing approval for a Subsidiary to incur, assume, secure or otherwise become liable for any indebtedness, obligation or other financial commitment;

(u) establishing a new Subsidiary; and

(v) entering into any agreement, commitment or investment that creates any Lien or recourse in favour of any third party to the assets of the Corporation.

For purposes of this Section 13, the Book Value of all assets of the Corporation shall be the values reported in the audited Financial Statements of the Corporation as at the end of its most recently completed Fiscal Year. For the purpose of Section (r)13.1(r), the term "financial assistance" does not include remuneration paid in the normal course of operations to Directors, officers or employees, including honoraria, wages, salaries or bonuses, or any reimbursement for expenses arising from such persons' duties.

14. Audit

The Corporation's Financial Statements will be audited annually in accordance with the timelines set by the Shareholder. The Auditor of the Corporation shall be the same auditor used by the Shareholder.

15. Accounting

The Corporation will adopt and use the accounting policies and procedures which may be approved by the Board from time to time and all such policies and procedures will be in accordance with Canadian public sector accounting standards and applicable regulatory requirements and Laws

16. Annual Financial Statements

The Board will cause the Auditor to deliver to the Shareholder, as soon as practicable and in any event within ninety (90) days after the end of each Fiscal Year, the audited Financial Statements of the Corporation for consideration by the Shareholder.

17. Annual meeting

(a) Within four (4) months after the end of each Fiscal Year, the Board shall report to the Shareholder at a public meeting of Council and provide such information concerning the Corporation as the Board considers appropriate.

(b) The Shareholder shall annually elect the members of the Board, appoint the auditor (the "**Auditor**") of the Corporation, receive the audited Financial Statements of the Corporation for the last completed Fiscal Year and complete such other requirements as would normally be completed at an annual meeting of shareholders under the OBCA.

18. Reporting

18.1 Operations Plan

Not later than sixty (60) days prior to the end of: (i) the first Fiscal Year following the date hereof, or (ii) the fourth Fiscal Year following the year the then in effect Operations Plan was approved in accordance with this Section 18.1, the Board will approve and submit to the Shareholder on a strictly private and confidential basis in camera and in accordance with applicable Laws, an operations plan for the Corporation for the next five Fiscal Years (the "**Operations Plan**"). The Operations Plan will be prepared on a consistent basis with the Operations Plan then in effect. The Corporation will carry out the Municipal Services in accordance with the Operations Plan which will include, in respect of the period covered by such plan:

(a) the tactical initiatives, including progress, resourcing requirements and impacts on the Strategic Plans and any operating initiatives which the Corporation will undertake for the next Fiscal Year along with projections for the three (3) Fiscal Years thereafter;

(b) key risk mitigation strategies;

(c) a balanced and fully funded revenue, operating and capital expenditure budget, prepared on a funding basis for the next Fiscal Year and a projection basis for the three (3) Fiscal Years thereafter, including the resources necessary to implement the Operations Plan;

(d) the budget and projection prepared pursuant to Section 18.1(c) reflected in pro forma consolidated and unconsolidated financial statements, inclusive of a statement of financial position, statement of operations, statement of changes in net

financial assets or debt, statement of cash flow in accordance with Canadian public sector accounting standards;

(e) an acquisition budget setting forth the nature and type of capital expenditures proposed to be made in the next Fiscal Year and projected in the following three (3) Fiscal Years thereafter, supported by rationale, procurement plan and notes and information upon which such budget was based;

(f) any material variances in the projected ability of any operational activity to meet or continue to meet the objectives of the Shareholder; and

(g) any material variances from the Operations Plan then in effect.

18.2 Quarterly Reports

Within 60 days after the end of each fiscal quarter, the Board will prepare (on a consistent basis with the previous fiscal quarter) and submit in writing to the Shareholder a quarterly report on a strictly confidential basis. The quarterly report will include, in respect of the immediately preceding fiscal quarter:

(a) quarterly unaudited consolidated and unconsolidated Financial Statements;

(b) such explanations, notes and information as is required to explain and account for any variances between the actual results from operations and the budgeted amounts set forth in the current Operations Plan, including any material variances in the projected ability of any business activity to meet or continue to meet the financial objectives of the Shareholder;

(c) information that is likely to materially affect the Strategic Plan or Operations Plan, along with mitigation strategies;

(d) information that is likely to materially affect customers' perceptions or opinions regarding the Corporation;

(e) information regarding any matter, occurrence or other event which is a material breach or violation of any Laws; and

(f) any such additional information as the Shareholder may specify from time to time.

18.3 Rate-Setting Report

Not later than 30 days before the end of each Fiscal Year, and in any event, not later than 30 days after receipt of a recommendation from any of its Subsidiaries, the Board shall

recommend to the Shareholder the rates proposed by the Subsidiary for the following calendar year in accordance with the Rate-Setting Policy.

18.4 Access to Records

The duly appointed Shareholder Representative shall have unrestricted access to the books and records of the Corporation during normal business hours. The Shareholder Representative shall treat all information of the Corporation with the same level of care and confidentiality as any confidential information of the Shareholder and in compliance with applicable Laws, having regard to the commercially sensitive and highly competitive nature of the Municipal Services.

18.5 Reporting on Major Developments

In addition to the annual meeting described in Section 17, the Board shall report to the Shareholder Representative on major developments or materially adverse results regarding the Municipal Services as the Board, in its discretion, considers appropriate and such reports received may be considered by the Shareholder Representative in a forum determined to be appropriate by the Shareholder Representative giving consideration to the Board's recommendation and the nature of the Municipal Services.

18.6 Confidentiality

Except as required by applicable Laws or any Governmental Authority and except for the annual reporting to the Shareholder pursuant to Section 17, the Shareholder shall treat all information provided to it in confidence pursuant to this Section 18, subject to applicable Laws.

19. Amendments to this Shareholder Declaration

The Shareholder and the Corporation acknowledge that this Shareholder Declaration may be amended, supplemented, restated or revoked at any time and from time to time by the Shareholder by written declaration delivered to the Corporation, as circumstances may require and any such amendment, supplement, restatement or revocation shall be effective upon execution by the Shareholder, without any further action, consent or execution by the Corporation, the Directors or any other person, provided that the Shareholder will consult with the Board prior to any such amendments.

20. Notices

Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered to or from the Shareholder or the Corporation shall be in writing and shall be sufficiently given or sent or delivered if it is:

(a) delivered personally,

(b) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada, or

(c) sent by email.

Notices shall be sent to the following addresses or email addresses:

(i) in the case of the Shareholder,

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

Attention: City Clerk
Email: charlotte.madden@portcolborne.ca

(ii) in the case of the Corporation,

[Port Colborne Municipal Enterprises Ltd.]
City Hall, 66 Charlotte Street
Port Colborne ON L3K 3C8

Attention: Chief Administrative Officer
Email: bryan.boles@portcolborne.ca

or to such other address as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section 20, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

(d) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(e) if sent by registered mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth (4^{th}) Business Day following the date of mailing, unless at any time between the date of mailing and the fourth (4^{th}) Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;

(f) if sent by email before 4:00 pm, be deemed to have been given, sent, delivered and received on the date of email transmission; and

(g) if sent by email after 4:00 pm, be deemed to have been given, sent, delivered and received on the date following email transmission.

DATED at Port Colborne, Ontario as of the date first written above.

THE CORPORATION OF THE CITY OF PORT COLBORNE

By: _____
Name:
Title:

By: _____
Name:
Title:

[PORT COLBORNE MUNICIPAL ENTERPRISES LTD.]

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "A"

INDEPENDENT DIRECTOR COMPENSATION POLICY

1. COMPENSATION PRINCIPLES

(a) **Goals.** The Corporation offers remuneration to Independent Directors in order to:

(i) attract and retain skilled, productive Board members with core governance competencies;

(ii) ensure external market competitiveness and equity;

(iii) recognize the additional responsibilities undertaken by the Chair; and

(iv) be fiscally responsible and consistent with corporate governance best practices.

(b) **Review.** The Board shall ensure that the compensation of appointed Independent Directors is reviewed every five years by an independent consultant, using the principles set out in this section, to ensure compensation practices remain current and in-line with market practices.

(c) **Eligibility.** Only Independent Directors will be eligible for compensation in their capacity as a Director.

2. COMPENSATION

(a) **Components**. Compensation of Independent Directors may consist of an annual retainer or a per diem for each meeting attended, or a combination of the foregoing.

(b) **Maximum Compensation**. The compensation paid to an Independent Director is expected to comprise a base annual retainer of approximately $12,000 plus reasonable expenses. The aggregate annual compensation which may be paid to the Chair will not exceed $15,000, plus reasonable expenses.

(c) **Procedures**. Unless a governance committee of the Board is established, the Board will be charged with determining the specific details and procedures of Director compensation, subject to the requirements of this policy.

SCHEDULE "B"

BOARD APPOINTMENT POLICY

(a) Appointment of Directors – The Shareholder will appoint the Board and shall direct its Subsidiaries to appoint the same Directors to their boards of directors, subject to the director appointment policies of the Subsidiary.

(b) Number of Directors – The Board shall consist of no less than one (1) Director and no more than five (5) Directors to be elected by and approved by the Shareholder.

(c) Composition of the Board – Except for the Initial Board, unless otherwise determined by the Shareholder in its discretion, the Board shall consist of a majority of Independent Directors.

(d) Chair of the Corporation – The Chair will be the individual who is appointed chair of the Board by the Shareholder. The Chair shall not have a deciding vote in the case of a tie.

(e) Officers of the Corporation – The officer(s) of the Corporation shall not be Directors but may be invited to attend meetings of the Board, at the discretion of the Board.

(f) Term of Independent Directors; Staggered Board – Except for the Initial Board, the Shareholder shall elect Independent Directors to hold office for a term of three (3) years, except that any one or more Independent Directors may be elected for a one (1) or two (2) year term if necessary and at the discretion of the Shareholder to provide staggered terms. At the first annual meeting of the Shareholder, up to two (2) of the Independent Directors may be elected with a one (1) year or two (2) year term to give effect to a staggered Board. If directors are not elected at an annual meeting, the incumbent directors continue in office until their successors are elected.

(g) Term of Non-Independent Directors – All non-Independent Directors shall hold office for the length of their term as a member of Council.

(h) Successive Terms – Any member of the Board may serve for successive terms as determined by the Shareholder in its discretion.

SHAREHOLDER DECLARATION

[PORT COLBORNE MUNICIPAL ENTERPRISES LTD.]

-and-

[PORT COLBORNE PUBLIC WATER LTD.]

Dated as of [●]

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[PORT COLBORNE MUNICIPAL ENTERPRISES LTD.]

SHAREHOLDER DECLARATION

Dated: [●]

RECITALS:

A. WHEREAS **[Port Colborne Municipal Enterprises Ltd.]** ("**Shareholder**") is the registered and beneficial owner of all of the issued and outstanding shares of **[Port Colborne Public Water Ltd.]** ("**Corporation**") and desires to make this Declaration with the intent that, to the extent it restricts the discretion and powers of the Corporation, it shall constitute a unanimous shareholder agreement with respect to only those restrictions as a secondary corporation pursuant to Section 203 of the *Municipal Act, 2001* and Ontario Regulation 599/06, with Shareholder as the sole shareholder;

B. AND WHEREAS the Shareholder is wholly-owned by the Corporation of the City of Port Colborne ("**City of Port Colborne**");

C. AND WHEREAS the Shareholder has established the Corporation to provide a system, service or thing that the City of Port Colborne itself could provide;

D. AND WHEREAS the Shareholder wishes that this Declaration show that it is an objective of the Corporation to provide water and wastewater services to certain customers within the geographic area of the City of Port Colborne, on behalf of the City of Port Colborne; and

E. AND WHEREAS the Shareholder wishes to establish certain principles of governance and other fundamental principles and policies relating to the Corporation;

F. NOW THEREFORE, the Shareholder hereby declares as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Wherever used in this Shareholder Declaration, the following terms shall have these respective meanings:

"**Affiliate**" has the meaning given to such term in the OBCA.

"**Asset Replacement Value**" means, at any time, the estimated aggregate cost, determined in accordance with generally accepted engineering and asset management principles, to replace the Corporation's assets with new assets of equivalent capacity, functionality and service potential, less any applicable depreciation, deterioration or obsolescence;

"**Auditor**" is defined in Section 17(b);

"**Board**" means the board of directors of the Corporation;

"**Book Value**" means the book value of the Corporation as at the end of its last completed Fiscal Year as shown in its audited Financial Statements;

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in Port Colborne, Ontario, are open for non-automated business during normal banking hours;

"**Chair**" means the Chair of the Board of the Corporation from time to time;

"**City of Port Colborne**" has the meaning ascribed to that term in the Recitals of this Shareholder Declaration

"**Corporation**" has the meaning ascribed to that term in the Recitals of this Shareholder Declaration;

"**Council**" means the municipal council of the City of Port Colborne;

"**Director**" means an individual who is appointed as a director of the Corporation in accordance with this Shareholder Declaration and is then in office as a director of the Corporation;

"**Financial Statements**" means, for any particular period, audited or unaudited (as stipulated in this Shareholder Declaration), comparative financial statements of the Corporation as are required in accordance with any applicable Laws;

"**Fiscal Year**" means, in respect of the Corporation, the annual period of twelve (12) consecutive months as determined by the Board for tax and accounting purposes, including the preparation of financial statements;

"**GBE Designation**" is an accounting designation as described from time to time in Canadian public accounting standards;

"**Governmental Authority**" means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule making entity, having jurisdiction in the relevant circumstances, and any person acting under the authority of any Governmental Authority;

"**Independent Director**" means an individual who is not a member of Council or an employee of, or consultant to, the City of Port Colborne or of any agency, board or commission of the City of Port Colborne;

"**Laws**" means:

(a) applicable Canadian federal, provincial or municipal laws, orders-in-council, by laws, codes, rules, policies, regulations and statutes;

(b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other person having jurisdiction;

(c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and

(d) any requirements under or prescribed by applicable common law;

"**Lien**" means any mortgage, assignment, encumbrance, security interest, regardless of form, that secures the payment of any indebtedness or liability or the observance or performance of any obligation;

"**Municipal Services**" is defined in Section 5;

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Official Plan**" means the official plan of the City of Port Colborne, as approved by Council from time to time;

"**Operations Plan**" is defined in Section 18.1;

"**Person**" means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, governmental or regulatory authority or other entity of any kind;

"Shareholder" has the meaning ascribed to that term in the Recitals of this Shareholder Declaration;

"Shareholder Declaration" means this unanimous shareholder agreement;

"**Shareholder Representative**" is defined in Section 12(b);

"**Strategic Plan**" is defined in Section 3.1(a); and

"**Subsidiary**" has the meaning given to such term in the OBCA.

1.2 Schedules – The following schedules form a part of this Shareholder Declaration and are incorporated by reference:

Schedule A: Independent Director Compensation Policy

Schedule B: Board Appointment Policy

1.3 Headings and Table of Contents – The inclusion of headings and a table of contents in this Shareholder Declaration are for convenience of reference only and shall not affect the construction or interpretation of this Shareholder Declaration.

1.4 Number – In this Shareholder Declaration, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 Laws – All references to statutes or Law contained in this Shareholder Declaration means those statutes or Law in effect from time to time, and all amendments thereto or any re-enactment thereof or replacement statutes.

1.6 Regulatory Matters – In the event of any conflict between any approval or direction or other requirement of the Shareholder and the Corporation under this Shareholder Declaration and any decision, order or policy of any Governmental Authority pursuant to applicable Laws, the decision, order or policy of the Governmental Authority shall govern and the Corporation will at all times comply with any decision, order or policy of the Governmental Authority, whether or not an approval or direction has first been given in respect thereof by the Shareholder under this Shareholder Declaration. For greater certainty, the Corporation will not seek any order from any Governmental Authority for any matter that would require the approval of the Shareholder under this Shareholder Declaration without first giving notice of their intention to seek such an order to the Shareholder.

2. PURPOSE

2.1 The purposes of this Shareholder Declaration are as follows:

(a) subject to the Board's authority to manage or supervise the management of the operations and affairs of the Corporation, to provide the Board with the Shareholder's expectations relating to the principles of governance and other fundamental principles and policies regarding the Municipal Services;

(b) to inform the residents of the City of Port Colborne of the Shareholder's fundamental principles regarding the Municipal Services; and

(c) to set out the accountability, responsibility and relationship between the Board and the Shareholder.

Except as provided in Section 13, this Shareholder Declaration is not intended to constitute a unanimous shareholder declaration under the OBCA or to formally restrict the exercise of the powers of the Board.

3. SHAREHOLDER'S EXPECTATIONS

3.1 The Shareholder expects that the Board will:

(a) develop a strategic plan, including a mission and vision for the Corporation that is congruent with that of the City of Port Colborne, aligned with the Official Plan and related plans, and consistent with the operations and maintenance of a water and wastewater system that provides safe, reliable and sustainable provision of water

and wastewater services while prudently accelerating growth, and protecting public health, the environment, and community well-being (the "**Strategic Plan**");

(b) develop administrative policies, practices and procedures with respect to the calculation and recommendation of sustainable annual water and wastewater rates for approval by Council (the "**Rate-Setting Policy**");

(c) develop an Operations Plan (defined herein) that supports a viable, independent and self-financing corporation that meets or exceeds industry benchmarks and maintains compliance with all applicable Laws, including but not limited to the *Safe Drinking Water Act* (Ontario);

(d) ensure the administrative policies, practices and procedures and controls are in place to implement decisions of the Board;

(e) ensure the accountability and transparency of the operations of the Corporation, including the activities of the management of the Corporation;

(f) maintain the financial integrity of the Corporation;

(g) operate the Corporation with the intention of attaining GBE designation;

(h) develop long-term asset management plans that balance in-year contributions, reserves and long-term debt, in accordance with applicable Laws and industry benchmarks; and

(i) manage all risks related to the Municipal Services conducted by the Corporation, through the timely adoption of appropriate risk management strategies and internal controls consistent with industry norms.

4. PRINCIPLES

4.1 The following principles will govern the operations of the Corporation:

(a) The Corporation recognizes that it is in the best interests of the Corporation and the Shareholder that it conducts its affairs:

(i) on a commercially prudent basis, and in accordance with the objectives of the Shareholder as set out herein; and

(ii) in a manner consistent with policies as may be established by the Shareholder from time to time.

(b) The Corporation will operate in a safe and environmentally responsible manner.

(c) The Corporation will maintain a resilient and sustainable water and wastewater system that supports a healthy, thriving community for generations.

(d) The Corporation will strive to achieve and maintain water and wastewater rates that result in average net-billings to the average ratepayer consistent with or below industry benchmarks.

(e) The Board is responsible for determining and implementing the appropriate balance among the foregoing principles and for causing the Corporation to conduct its affairs in accordance with the same.

5. PERMITTED ACTIVITIES

Subject to the restrictions in Section 13, the Corporation may engage in the provision of systems, services or things that the City of Port Colborne itself could provide in accordance with applicable Laws, including the design, engineering, construction, operation and provision of water and wastewater services, and services ancillary thereto, to third parties within the municipal boundaries of the City of Port Colborne (collectively, the "**Municipal Services**"), and otherwise as the Board of the Corporation may authorize in accordance with the terms of this Shareholder Declaration. In so doing, the Corporation shall comply with all applicable Laws.

6. STANDARDS OF GOVERNANCE

As required by the OBCA, the Board shall supervise the management of the business and affairs of the Corporation, and, in so doing, shall act honestly and in good faith with a view to the best interests of the Corporation and shall exercise the same degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

7. BOARD OF DIRECTORS AND RESPONSIBILITIES

7.1 Subject to any matters requiring approval of the Shareholder pursuant to this Shareholder Declaration, the Board will supervise the management of the business and affairs of the Corporation, including the following specific matters:

(a) approving the Strategic Plan;

(b) approving the Operations Plan;

(c) approving any dividend policy and any dividend payment as provided for therein;

(d) appointing the officers of the Corporation;

(e) approving the remuneration of the senior management of the Corporation (which includes but is not necessarily limited to the officers); and

(f) recommending water and wastewater rates to the Shareholder in accordance with the Rate-Setting Policy.

8. BOARD

(a) Appointment Policy - The Shareholder shall appoint the Board, in accordance with policies established by the Board from time to time and approved by the Shareholder. Initially, the Board appointment policy is as set out in Schedule "B".

(b) Vacancies – If a member of the Board ceases to be a Director for any reason, the Shareholder will fill the vacancy created thereby as soon as reasonably possible.

(c) Board Committees – The Board may establish committees if determined to be in the best interests of the Corporation.

(d) Director Compensation – The Directors shall receive such remuneration for their service as Directors as determined from time to time by the Shareholder, provided that each member of the Board shall be entitled to incur reasonable expenses for travel and/or training in respect of the Director's role on the Board, in accordance with policies established by the Board from time to time and approved by the Shareholder. Initially, only Independent Directors will be eligible for compensation in their capacity as a Director and the compensation policy for Independent Directors will be as set out in Schedule "A". For greater certainty, only one annual retainer will be paid where an individual is an Independent Director of both the Corporation and an Affiliate.

9. QUALIFICATIONS OF DIRECTORS

The Directors will be residents of Canada. In electing the Directors, the Shareholder will give due regard to the qualifications of candidates, including experience or knowledge with respect to:

(a) awareness of commercial and public policy issues related to, among other areas, the Municipal Services;

(b) governance experience with private and public boards of directors involved in significant commercial corporations;

(c) financial, legal, accounting, engineering, marketing and/or commercial experience; and

(d) knowledge and experience with risk management strategy, including financial literacy.

10. CONFLICT OF INTEREST POLICY

The Directors and officers of the Corporation will strictly abide by the requirements of the OBCA and the Corporation in respect of conflicts of interest, including any requirements in respect of disclosure and abstention from voting. A detailed conflict of interest policy will be established by the Corporation within six (6) months of the date hereof.

11. DIRECTION BY THE SHAREHOLDER

(a) Direction by the Shareholder – At its sole option and discretion, the Shareholder may direct the Corporation to carry out certain actions in relation to the Municipal Services, subject to applicable Laws.

(b) Notification of Shareholder Directions – Directions of the Shareholder shall require a resolution in writing or meeting minutes of a duly called meeting of the Shareholder, and any such direction shall be delivered to the Board by written notice signed by the Shareholder Representative. The Shareholder Representative shall deliver a copy of each such written notification delivered to the Board contemporaneously with each notification.

12. DECISIONS OF THE SHAREHOLDER

(a) Advance Notice – No required approval or decision of the Shareholder will be given unless the Corporation has given reasonable advance notice in writing of the need for approval and has provided such information as is reasonably necessary for the Shareholder to make an informed decision regarding the subject matter requiring approval.

(b) Shareholder Representative – The Shareholder hereby designates the then applicable chief administrative officer of the City as the legal representative of the Shareholder (the "**Shareholder Representative**") for purposes of communicating to the Board pursuant to Section 12(c), and any consent or approval required by this Shareholder Declaration or by the OBCA. The Corporation shall be entitled to rely on any communication received by the Shareholder Representative.

(c) Notification of Shareholder Approval – Approvals or decisions of the Shareholder required pursuant to this Shareholder Declaration or the OBCA shall require a resolution of the Shareholder or certified meeting minutes duly passed at a meeting of the board of the Shareholder, and any such decision shall be delivered to the Board by written notice signed by the Shareholder Representative.

13. MATTERS REQUIRING SHAREHOLDER APPROVAL

The Shareholder hereby directs the Corporation at all times to seek the approval of the Shareholder in respect of each of the following matters prior to the Corporation undertaking or causing to be undertaken any of the following matters:

(a) amendments to the Rate-Setting Policy, once approved by Council;

(b) in any one financial year, entry into one or more transactions to acquire or be acquired, whether by way of purchase or otherwise, of, or merger or amalgamation with, any one or more Persons;

(c) entry into any joint venture, partnership, strategic alliance or other venture, which would require an investment, or which would have a financial impact greater than 5% of the Book Value;

(d) in any financial year, enter into one or more transactions which individually or in the aggregate, except as provided in the Operations Plan, result in the disposition, lease or sale of any part of the operations of the Municipal Services;

(e) entry into formal or informal discussions or preparation or execution of any letter, memorandum of understanding or other binding or non-binding document with any Person in relation to any transaction described in Section 13(b), 13(c) or 13(d);

(f) changing or removing any restriction on the Municipal Services;

(g) creating new classes of shares of the Corporation;

(h) entering into one or more amalgamations of the Corporation with any other corporation(s);

(i) the institution of proceedings for any winding up, arrangement or dissolution of the Corporation;

(j) appointment of auditors of the Corporation;

(k) an application to continue the Corporation as a corporation under the laws of another jurisdiction;

(l) issuing, or enter into any agreement to issue, any shares of any class, or any securities convertible into any shares of any class of the Corporation;

(m) redeeming or purchase any outstanding shares of the Corporation;

(n) engaging in any activity other than as expressly permitted under Section 5;

(o) salary, benefits and other compensation of members of the Board;

(p) election, replacement, composition and number of members of the Board;

(q) directors and officers insurance arrangements for the Corporation;

(r) providing any financial assistance, whether by loan, guarantee or otherwise, to any Director or officer of the Corporation;

(s) incur, assume, guarantee, secure or otherwise become liable for any indebtedness, obligation or other financial commitment equal to or greater than 20% of the Asset Replacement Value;

(t) establishing a new Subsidiary; and

(u) entering into any agreement, commitment or investment that creates any Lien or recourse in favour of any third party to the assets of the Corporation.

For purposes of this Section 13, the Book Value of all assets of the Corporation shall be the values reported in the audited Financial Statements of the Corporation as at the end of its most recently completed Fiscal Year. For the purpose of Section 13(r), the term "financial assistance" does not include remuneration paid in the normal course of operations to Directors, officers or employees, including honoraria, wages, salaries or bonuses, or any reimbursement for expenses arising from such persons' duties.

14. AUDIT

The Corporation's Financial Statements will be audited annually in accordance with the timelines set by the Shareholder. The Auditor of the Corporation shall be the same auditor used by the Shareholder.

15. ACCOUNTING

The Corporation will adopt and use the accounting policies and procedures which may be approved by the Board from time to time and all such policies and procedures will be in accordance with Canadian public sector accounting standards and applicable regulatory requirements and Laws.

16. ANNUAL FINANCIAL STATEMENTS

The Board will cause the Auditor to deliver to the Shareholder, as soon as practicable and in any event within ninety (90) days after the end of each Fiscal Year, the audited Financial Statements of the Corporation for consideration by the Shareholder.

17. ANNUAL MEETING

(a) Within four (4) months after the end of each Fiscal Year, the Board shall report to the Shareholder and provide such information concerning the Corporation as the Board considers appropriate.

(b) The Shareholder shall annually, elect the members of the Board, appoint the auditor (the "**Auditor**") of the Corporation, receive the audited Financial Statements of the Corporation for the last completed Fiscal Year and complete such other requirements as would normally be completed at an annual meeting of shareholders under the OBCA.

18. REPORTING

18.1 Operations Plan

Not later than sixty (60) days prior to the end of: (i) the first Fiscal Year following the date hereof, or (ii)the fourth Fiscal Year following the year the then in effect Operations Plan was approved in accordance with this Section 18.1, the Board will approve and submit to the Shareholder on a strictly private and confidential basis in camera and in accordance with applicable Laws, an operations plan for the Corporation for the next five Fiscal Years (the "**Operations Plan**"). The Operations Plan will be prepared on a consistent basis with the Operations Plan then in effect. The

Corporation will carry out the Municipal Services in accordance with the Operations Plan which will include, in respect of the period covered by such plan:

(a) the tactical initiatives, including progress, resourcing requirements and impacts on the Strategic Plans and any operating initiatives which the Corporation will undertake for the next Fiscal Year along with projections for the three (3) Fiscal Years thereafter;

(b) key risk mitigation strategies;

(c) a balanced and fully funded revenue, operating and capital expenditure budget, prepared on a funding basis for the next Fiscal Year and a projection basis for the three (3) Fiscal Years thereafter, including the resources necessary to implement the Operations Plan;

(d) the budget and projection prepared pursuant to Section 18.1(c), reflected in pro forma consolidated and unconsolidated financial statements, inclusive of a statement of financial position, statement of operations, statement of changes in net financial assets or debt, statement of cash flow in accordance with Canadian public sector accounting standards;

(e) an acquisition budget setting forth the nature and type of capital expenditures proposed to be made in the next Fiscal Year and projected in the following three (3) Fiscal Years thereafter, supported by rationale, procurement plan and notes and information upon which such budget was based;

(f) any material variances in the projected ability of any operational activity to meet or continue to meet the objectives of the Shareholder; and

(g) any material variances from the Operations Plan then in effect.

18.2 Quarterly Reports

Within 60 days after the end of each fiscal quarter, the Board will prepare (on a consistent basis with the previous fiscal quarter) and submit in writing to the Shareholder a quarterly report on a strictly confidential basis. The quarterly report will include, in respect of the immediately preceding fiscal quarter:

(a) quarterly unaudited consolidated and unconsolidated Financial Statements;

(b) such explanations, notes and information as is required to explain and account for any variances between the actual results from operations and the budgeted amounts set forth in the current Operations Plan, including any material variances in the projected ability of any business activity to meet or continue to meet the financial objectives of the Shareholder;

(c) information that is likely to materially affect the Strategic Plan or Operations Plan, along with mitigation strategies;

(d) information that is likely to materially affect customers' perceptions or opinions regarding the Corporation;

(e) information regarding any matter, occurrence or other event which is a material breach or violation of any Laws; and

(f) any such additional information as the Shareholder may specify from time to time.

18.3 Rate-Setting Report

Not later than sixty (60) days before the end of each Fiscal Year, the Board shall recommend to the Shareholder the proposed water and wastewater rates for the following calendar year in accordance with the Rate-Setting Policy.

18.4 Access to Records

The duly appointed Shareholder Representative shall have unrestricted access to the books and records of the Corporation during normal business hours. The Shareholder Representative shall treat all information of the Corporation with the same level of care and confidentiality as any confidential information of the Shareholder and in compliance with applicable Laws, having regard to the commercially sensitive and highly competitive nature of the Municipal Services.

18.5 Reporting on Major Developments

In addition to the annual meeting described in Section 17, the Board shall report to the Shareholder Representative on major developments or materially adverse results regarding the Municipal Services as the Board, in its discretion, considers appropriate and such reports received may be considered by the Shareholder Representative in a forum determined to be appropriate by the Shareholder Representative giving consideration to the Board's recommendation and the nature of the Municipal Services.

18.6 Confidentiality

Except as required by applicable Laws or any Governmental Authority and except for the annual reporting to the Shareholder pursuant to Section 17, the Shareholder shall treat all information provided to it in confidence pursuant to this Section 18, subject to applicable Laws.

19. AMENDMENTS TO THIS SHAREHOLDER DECLARATION

The Shareholder and the Corporation acknowledge that this Shareholder Declaration may be amended, supplemented, restated or revoked at any time and from time to time by the Shareholder by written declaration delivered to the Corporation, as circumstances may require and any such amendment, supplement, restatement or revocation shall be effective upon execution by the Shareholder, without any further action, consent or execution by the Corporation, the Directors or any other person, provided that the Shareholder will consult with the Board prior to any such amendments.

20. NOTICES

Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered to or from the Shareholder or the Corporation shall be in writing and shall be sufficiently given or sent or delivered if it is:

(a) delivered personally,

(b) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada, or

(c) sent by email.

Notices shall be sent to the following addresses or email addresses:

(i) in the case of the Shareholder,

[Port Colborne Municipal Enterprises Ltd.]
City Hall, 66 Charlotte Street
Port Colborne ON L3K 3C8

Attention: Chief Administrative Officer
Email: bryan.boles@portcolborne.ca

(ii) in the case of the Corporation,

[Port Colborne Public Water Ltd.]
City Hall, 66 Charlotte Street
Port Colborne ON L3K 3C8

Attention: Director of Development & Business Enterprises
Email: gary.long@portcolborne.ca

or to such other address as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section 20, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

(d) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(e) if sent by registered mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth (4^{th}) Business Day following the date of mailing, unless at any time between the date of mailing and the fourth (4^{th}) Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case

the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;

(f) if sent by email before 4:00 pm, be deemed to have been given, sent, delivered and received on the date of email transmission; and

(g) if sent by email after 4:00 pm, be deemed to have been given, sent, delivered and received on the date following email transmission.

DATED at Port Colborne, Ontario as of the date first written above.

[PORT COLBORNE MUNICIPAL ENTERPRISES LTD.]

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

[PORT COLBORNE PUBLIC WATER LTD.]

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

SCHEDULE "A"
INDEPENDENT DIRECTOR COMPENSATION POLICY

1. **COMPENSATION PRINCIPLES**

(a) **Goals.** The Corporation offers remuneration to Independent Directors in order to:

(i) attract and retain skilled, productive Board members with core governance competencies;

(ii) ensure external market competitiveness and equity;

(iii) recognize the additional responsibilities undertaken by the Chair; and

(iv) be fiscally responsible and consistent with corporate governance best practices.

(b) **Review.** The Board shall ensure that the compensation of appointed Independent Directors is reviewed every five years by an independent consultant, using the principles set out in this section, to ensure compensation practices remain current and in-line with market practices.

(c) **Eligibility.** Only Independent Directors will be eligible for compensation in their capacity as a Director.

2. **COMPENSATION**

(a) **Components**. Compensation of Independent Directors may consist of an annual retainer or a per diem for each meeting attended, or a combination of the foregoing.

(b) **Maximum Compensation**. The compensation paid to an Independent Director is expected to comprise a base annual retainer of approximately $12,000, plus reasonable expenses. The aggregate annual compensation which may be paid to the Chair will not exceed $15,000, plus reasonable expenses.

(c) **Procedures**. Unless a governance committee of the Board is established, the Board will be charged with determining the specific details and procedures of Director compensation, subject to the requirements of this policy.

SCHEDULE "B"
BOARD APPOINTMENT POLICY

1. Appointment of Directors – The Shareholder will appoint the Board which shall be comprised of the individuals who are appointed directors of the board of the Shareholder, from time to time.

2. Number of Directors – The Board shall consist of no less than one (1) Director and no more than five (5) Directors to be elected by, and approved by, the Shareholder.

3. Composition of the Board – Unless otherwise determined by the Shareholder in its discretion, the Board shall be comprised of the individuals who are appointed directors of the board of the Shareholder, from time to time.

4. Chair of the Corporation – The Chair will be the individual who is appointed chair of the board of the Shareholder, from time to time. The Chair shall not have a deciding vote in the case of a tie.

5. Officers of the Corporation – The officer(s) of the Corporation shall not be Directors but may be invited to attend meetings of the Board, at the discretion of the Board.

6. Term of Directors – The term of each Director shall be concurrent with the term of such Director on the board of the Shareholder.

7. Successive Terms - Any member of the Board may serve for successive terms as determined by the Shareholder in its discretion.

Articles of Incorporation

Business Corporations Act

1. Corporation Name

PORT COLBORNE MUNICIPAL ENTERPRISES LTD.

2. Registered Office Address

ONTARIO, CANADA

3. Number of Directors

Minimum	1
Maximum	10

4. The first director(s) is/are:

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise:

The corporation does not carry on a business other than the practice of providing a system, service or thing that an Ontario municipality itself could provide and activities related to or ancillary to the provision of municipal services.

The corporation shall provide services to the owners or members of the corporation and may only operate within the boundaries of a municipality that is not a direct or indirect shareholder, with the agreement of that municipality.

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6. The classes and any maximum number of shares that the corporation is authorized to issue:

An unlimited number of Common Shares.

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series:

Common Shares

Voting: The holders of the Common Shares shall be entitled to one vote in respect of each Common Share held at any meeting of the shareholders of the corporation except meetings at which only holders of a specified class or series of shares are entitled to vote.

Dividends: The holders of the Common Shares shall be entitled to receive dividends as and when declared by the directors in their discretion from time to time out of moneys of the corporation properly applicable to the payment of dividends.

Winding-Up: In the event of the liquidation, dissolution or winding-up of the corporation or other distribution of the assets of the corporation among its shareholders, the holders of the Common Shares shall be entitled to share pro rata in the distribution of the balance of the assets of the corporation.

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

The transfer of shares is subject to the restrictions on the transfer of securities set out in Section 9.

9. Other Provisions, if any:

No shares shall be transferred without the consent of the board of directors evidenced by a resolution or by their consent in writing.

10. The name(s) and address(es) of incorporator(s) are:

11. Incorporator Signature(s)

Draft

Terms & Conditions

The following are the Terms and Conditions for filing with the Ministry of Public and Business Service Delivery ("Ministry") under the Business Corporations Act, Business Names Act, Corporations Act, Corporations Information Act, Extra- Provincial Corporations Act, Limited Partnerships Act and Not- for-Profit Corporations Act, 2010.

Agreement to these Terms and Conditions by the following persons and entities is a mandatory condition of filing:

(i)the person(s) signing or otherwise authorizing the filing and any person(s) acting on their behalf (collectively, the "authorizers"); and

(ii)the corporation or other entity that is the subject of the filing (the "entity") and any person(s) acting on behalf of the entity

These Terms and Conditions are made under the authority of the requirements established by the Director or Registrar appointed under the applicable Act. These Terms and Conditions are in addition to and subject to the applicable Acts, regulations and requirements of the Director or Registrar.

By proceeding with this filing under any of the above-named Acts, the authorizer(s), the entity and any person(s) acting on behalf of the entity accept and agree to be bound by these Terms and Conditions.

1. The sole responsibility for correctness and completeness of the filing, and for compliance with the applicable Act and all regulations and Director's or Registrar's requirements made under it, lies with the authorizer(s) and the entity. The authorizer(s), the entity and any person(s) acting on behalf of the entity agree that any information provided by the Ministry in or related to the making of a filing is not legal advice, and that they have obtained their own legal or other advice as appropriate.

2. All filings must meet any signature or authorization requirements established by the Director or Registrar under the applicable Act. Where signatures are required for electronic filing, the applicable articles, application, declaration, other approved form or other document must be saved or printed and signed in accordance with the instructions provided. The entity must keep a properly executed version of the applicable document in paper or electronic format, together with any records that may exist related to an electronic signature, if signed by electronic signature, as follows: If the subject of a filing is a corporation, the corporation must keep these documents and records at its registered office. If the subject of the filing is an Ontario limited partnership, the limited partnership must keep these documents and records at the limited partnership's principal place of business in Ontario. If the subject of the filing is an extraprovincial limited partnership that does not have a principal place of business in Ontario, the extraprovincial limited partnership must keep these documents and records at the address of the limited partnership's attorney and representative in Ontario set out in the declaration filed under the Limited Partnerships Act and stated in the power of attorney executed under the Act. If required by notice from the Director or Registrar, the corporation, limited partnership, the attorney and representative in Ontario or other person as applicable must provide a copy of the properly executed version of

Conditions

Vous trouverez ci-dessous les conditions générales de dépôt auprès du ministère des Services au public et aux entreprises (le « Ministère ») en vertu de la Loi sur les sociétés par actions, la Loi sur les noms commerciaux, la Loi sur les sociétés par actions, la Loi sur les renseignements exigés des personnes morales, la Loi sur les personnes morales extraprovinciales, la Loi sur les sociétés en commandite et la Loi de 2010 sur les organisations sans but lucratif.

L'acceptation des conditions générales par les personnes et entités suivantes est une condition obligatoire du dépôt :

(i)personnes qui signent ou autorisent autrement le dépôt et toute personne agissant en leur nom (collectivement dénommés les « signataires autorisés »);

(ii)personne morale ou autre entité visée par le dépôt (l'« entité ») et toute personne agissant au nom de l'entité

Ces conditions générales sont régies par les exigences établies par l'administrateur ou le registrateur désigné en vertu de la Loi applicable. Elles s'ajoutent et sont assujetties aux Lois, aux règlements et aux exigences établies par l'administrateur ou le registrateur.

En procédant à ce dépôt en vertu de toute Loi citée ci-dessus, les signataires autorisés, l'entité et toute personne agissant au nom de l'entité acceptent et conviennent d'être liés par les présentes conditions générales.

1. La seule responsabilité relative à l'exactitude et à l'exhaustivité du dépôt, à la conformité avec la Loi et tous les règlements applicables et avec les exigences de l'administrateur ou du registrateur incombe aux signataires autorisés et à l'entité. Les signataires autorisés, l'entité et toute personne agissant au nom de l'entité reconnaissent que toute information fournie par le Ministère ou en lien avec une procédure de dépôt ne constitue pas un conseil juridique, et qu'ils ont obtenu leur propre conseil juridique ou autre avis, selon le cas.

2. Tous les dépôts doivent répondre aux exigences en matière de signature ou d'autorisation établies par l'administrateur ou le registrateur en vertu de la Loi applicable. Si les signatures sont requises pour un dépôt électronique, les statuts, la demande et la déclaration applicables, ainsi que toute autre formulaire approuvé ou autre document doivent être sauvegardés ou imprimés et signés conformément aux instructions fournies. L'entité doit conserver un exemplaire dûment signé du document applicable, sous forme imprimée ou électronique, avec tout dossier qui pourrait exister en lien avec une signature électronique, le cas échéant, comme suit : Si l'entité visée par le dépôt est une personne morale, cette dernière doit conserver ces documents et dossiers à son siège social. Si l'entité visée par le dépôt est une société par actions de l'Ontario, la société par actions doit conserver ces documents et dossiers à son établissement principal en Ontario. Si l'entité visée par le dépôt est une société à responsabilité limitée extraprovinciale qui n'a pas d'établissement principal en Ontario, la société doit conserver ces documents et dossiers à l'adresse de son avocat et représentant en Ontario stipulée dans la déclaration déposée en vertu de la Loi sur les sociétés en commandite et dans la procuration signée en vertu de la Loi. Si un avis de l'administrateur ou du registrateur l'exige, la personne morale, la société en commandite, l'avocat et représentant en Ontario ou toute autre personne, selon le cas, doit fournir une copie de l'exemplaire dûment signé du document applicable à

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the applicable document to the Director or Registrar within the time period set out in the notice, together with any records that may exist related to an electronic signature, if signed by electronic signature.

l'administrateur ou au registrateur dans les délais stipulés dans l'avis, ainsi que tout dossier qui pourrait exister en lien avec une signature électronique, le cas échéant.

3. In addition to retaining and filing supporting documents in accordance with the applicable Act and regulations, the entity must keep a copy of all filed supporting documents and provide a copy in accordance with any written notice from the Director or Registrar. In the case of a consent from a Minister or the Public Guardian and Trustee (PGT) that is required to support a filing made by a corporation, the corporation agrees that the Ministry may contact that Minister or the PGT, as applicable, to confirm that the necessary consent has been obtained and to record this in the electronic business registration system maintained by the Ministry.

3. En plus de conserver et de déposer les documents à l'appui conformément à la Loi et aux règlements applicables, l'entité doit conserver une copie de tous les documents d'appui déposés, et en fournir une copie conformément à tout avis écrit de l'administrateur ou du registrateur. Si un consentement du Ministre ou du tuteur et curateur public (TCP) est requis pour appuyer un dépôt effectué par une personne morale, cette dernière convient que le ministère peut communiquer avec ce Ministre ou le TCP, selon le cas, pour confirmer que le consentement nécessaire a été obtenu et l'enregistrer dans le système d'enregistrement électronique des sociétés tenu à jour par le ministère.

4. The entity assumes full responsibility for any risk of confusion or legal action, including the risk of a lawsuit or name hearing under the applicable Act, resulting from a filing that sets out a name that is the same or similar to that of an existing corporation, business name or trademark, or that is otherwise contrary to the applicable Act or regulations.

4. L'entité assume la pleine responsabilité de tout risque de confusion ou d'action en justice, y compris le risque de poursuite ou d'instruction judiciaire en vertu de la Loi applicable, résultant d'un dépôt qui stipule une dénomination identique ou similaire à celle d'une société, à un nom commercial ou à une marque de commerce existants, ou qui enfreint autrement la Loi et les règlements applicables.

5. Filings must be made in the required form and format, and must meet the technical requirements or other specifications and requirements established by the Director or Registrar.

5. Les dépôts doivent être effectués sous la forme et dans le format requis, et répondre aux exigences techniques ou autres spécifications et exigences établies par l'administrateur ou le registrateur.

6. Valid email address(es) must be provided as specified in the transaction for administrative purposes, and all mandatory fields must be completed.

6. Les adresses de courriel valides doivent être fournies tel que stipulé dans la transaction pour les besoins administratifs, et tous les champs obligatoires doivent être remplis.

7. The business information provided in this filing may be shared with other government bodies. The business information that is collected may be used and disclosed for the purpose of administering their programs.

7. Les renseignements sur l'entreprise fournis dans le cadre de ce dépôt peuvent être partagés avec d'autres organismes gouvernementaux. Les renseignements sur l'entreprise qui sont recueillis peuvent être utilisés et divulgués pour les besoins de l'administration des programmes.

8. Payment of the required fee must be made at the time of submission, and any certificate or other documentation issued by the Ministry is subject to compliance action and cancellation if payment is disputed or fraudulent. Payment of fees for electronic filings must be made electronically using the payment options provided.

8. Le paiement des droits requis doit être effectué au moment de la soumission et tout certificat ou autre document émis par le Ministère est passible d'une mesure de conformité et d'une annulation si le paiement est contesté ou frauduleux. Le paiement des droits des dépôts électroniques doit être effectuée électroniquement à l'aide des options de paiement proposées.

9. If an application is for a corrected certificate, and the application is approved under the applicable Act, the corporation or limited partnership as applicable will be notified when the certificate has been issued. The corporation or limited partnership, as applicable, agrees to review the issued corrected certificate in the records maintained by the Ministry forthwith and to confirm that the issued certificate corresponds with the final approved application for correction. The corporation or limited partnership, as applicable, agrees to be responsible and assume all liability for any discrepancies between the issued corrected certificate and the final approved application if these are not immediately brought to the attention of the Ministry.

9. Si une demande est faite pour un certificat corrigé et si la demande est approuvée en vertu de la Loi applicable, la personne morale ou la société en commandite, selon le cas, sera avisée lorsque le certificat sera émis. La personne morale ou la société en commandite, selon le cas, accepte d'examiner sur-le-champ le certificat corrigé émis dans les dossiers tenus par le Ministère et de confirmer qu'il correspond à la demande de correction approuvée et finale. La personne morale ou la société en commandite, selon le cas, reconnaît qu'elle est responsable et assume la pleine responsabilité de toute différence éventuelle entre le certificat corrigé émis et la demande approuvée finale qui n'est pas immédiatement portée à l'attention du ministère.

10. If this is a new filing, a company key consisting of a unique series of digits will be provided electronically by the Ministry to the entity at the time of completion of the transaction, together with the final documentation for the transaction. If this is not a new filing, the entity will have received a company key. The company key provides authority over the entity; by proceeding with this transaction, any person(s) acting on behalf of the entity is confirming that they are duly authorized by the entity.

10. S'il s'agit d'un nouveau dépôt, le Ministère fournira à l'entité, au moment de l'achèvement de la transaction, une clé d'entreprise composée d'une série unique de chiffres, ainsi que la documentation finale de la transaction. S'il ne s'agit pas d'un nouveau dépôt, l'entité recevra une clé d'entreprise. La clé d'entreprise fournit le pouvoir relatif à l'entité; en exécutant cette transaction, toute personne qui agit au nom de l'entité confirme qu'elle est dûment autorisée par l'entité.

11. The company key will be required for any

11. La clé d'entreprise sera requise pour tout dépôt

subsequent paper or online filings regarding the entity. The entity is responsible for the care and control of the company key. The entity is responsible for treating this key as confidential information and not sharing it unless it is in the course of providing delegated authority to a trusted service provider or trusted intermediary to make filings on their behalf. The recipient of the company key agrees to notify the Ministry as soon as they become aware that the key has been lost, stolen or misused to request a replacement key. The entity agrees to be responsible and assume all liability for all filings authorized by the key in respect of the entity. Unauthorized use of the company key or delegated authority may result in suspension of access to the electronic business registration system.

effectué en ligne par la suite concernant l'entité. L'entité est responsable de protéger la clé d'entreprise et d'en assurer le contrôle. L'entité est responsable de traiter la clé comme de l'information confidentielle et de ne pas l'échanger, à moins que ce soit dans le but de déléguer le pouvoir à un prestataire de services ou à un intermédiaire de confiance pour qu'il effectue les dépôts en son nom. La personne qui reçoit la clé d'entreprise convient d'aviser le Ministère dès que la perte, le vol ou l'utilisation inappropriée de la clé est porté(e) à sa connaissance, afin d'en demander le remplacement. L'entité reconnaît qu'elle est responsable et assume la pleine responsabilité de tous les dépôts la concernant qui sont autorisés par la clé. L'utilisation non autorisée de la clé d'entreprise ou du pouvoir délégué peut résulter en une suspension de l'accès au système d'enregistrement électronique des sociétés.

12. The Ministry may take appropriate compliance action at any time if it comes to the attention of the Ministry that a filing does not comply with the applicable Act, regulations or the requirements of the Director or Registrar.

12. Le Ministère peut prendre en tout temps la mesure de conformité appropriée si un dépôt non conforme à la Loi, aux règlements applicables ou aux exigences de l'Administrateur et du registrateur est porté à sa connaissance.

13. The Acts set out penalties, including fines, for submitting false or misleading information.

13. La Loi prévoit des pénalités, y compris des amendes, pour toute communication de renseignements faux ou trompeurs.

14. The corporation agrees to file restated articles at any time required by the Director under the Business Corporations Act or Not-for-Profit Corporations Act, 2010.

14. La personne morale convient de déposer en tout temps les statuts constitutifs requis par l'administrateur en vertu de la Loi sur les sociétés par actions ou la Loi de 2010 sur les organisations sans but lucratif.

15. Where a filing under the Business Corporations Act, Extra- Provincial Corporations Act or Not-for-Profit Corporations Act, 2010 must be supported by an Ontario biased or weighted Nuans search report, and the identifying information is provided, the authorizer(s) consents for the Director appointed under the Act or other person delegated by the Director to retrieve the Nuans report directly from the appropriate department of the Government of Canada. The corporation agrees to keep a copy of the Nuans report in electronic or paper format at the corporation's registered office.

15. Si un dépôt est effectué en vertu de Loi sur les sociétés par actions, de la Loi sur les personnes morales extraprovinciales, de la Loi sur les sociétés en commandite ou de la Loi de 2010 sur les organisations sans but lucratif, il doit être appuyé par un rapport de recherche NUANS axé sur l'Ontario ou pondéré, et si les renseignements identificatoires sont fournis, les consentements des signataires autorisés pour l'administrateur nommé en vertu de la Loi ou tout autre personne désignée par l'administrateur doivent être obtenus pour récupérer le rapport NUANS directement auprès du ministère approprié du gouvernement du Canada. La personne morale convient de conserver un exemplaire du rapport NUANS à son siège social, sous forme électronique ou imprimée.

16. A corporation under the Business Corporations Act or Not- for-Profit Corporations Act, 2010 that continues out of Ontario agrees to file with the Ministry a copy of the instrument of continuance issued to it by the other jurisdiction within 60 days after the date of issuance.

16. Une personne morale constituée en vertu de la Loi sur les sociétés par actions ou de la Loi de 2010 sur les organisations sans but lucratif qui maintient son activité à l'extérieur de l'Ontario convient de déposer auprès du Ministère une copie de l'acte de maintien qui lui a été émis dans l'autre territoire de compétence dans les 60 jours qui suivent la date d'émission.

17. If this is a filing made in respect of an arrangement under the Business Corporations Act or Not-for-Profit Corporations Act, 2010, the corporation acknowledges that it must give the Director notice of the application to the court and that the Director is entitled to appear in court and be heard in person or by counsel. The corporation agrees to submit the required notice and a draft copy of the Plan of Arrangement under the applicable Act for review through the electronic system maintained by the Ministry at least seven business days before seeking an interim and/or final order with the court. The corporation agrees to make changes required by the Director to ensure that the Plan complies with the applicable Act and Ministry requirements, and is capable of being implemented in the electronic system maintained by the Ministry under the applicable Act. The corporation agrees that if the Ministry does not receive a draft of the application or sufficient notice of the application, additional time may be required for review. The corporation acknowledges that the

17. S'il s'agit d'un dépôt concernant un arrangement effectué en vertu de la Loi sur les sociétés par actions ou la Loi de 2010 sur les organisations sans but lucratif, la personne morale reconnaît qu'elle doit prévenir l'administrateur de la demande présentée au tribunal et que l'administrateur a le droit de se présenter au tribunal et d'être entendu en personne ou d'être représenté par l'avocat. La personne morale convient de soumettre l'avis requis et une copie provisoire du plan d'arrangement en vertu de la Loi applicable aux fins d'examen par le système électronique tenu à jour par le Ministère au moins sept jours ouvrables avant de demander une ordonnance provisoire ou finale au tribunal. La personne morale convient d'apporter les modifications requises par l'administrateur afin de s'assurer que le plan est conforme à la Loi applicable et aux exigences du Ministère et qu'il peut être mis en place dans le système électronique tenu à jour par le Ministère en vertu de la Loi applicable. La personne morale reconnaît que si le Ministère ne reçoit pas une version provisoire de la demande ou

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Ministry may seek an adjournment if the corporation fails to provide a draft of the application or sufficient notice of the application. The corporation agrees that if it obtains a court order without providing the required notice of the application to the Ministry, revisions may be required to any Plan of Arrangement attached to a court order and a further court order may be required before the articles of arrangement are endorsed.

un préavis suffisant, l'examen pourrait prendre plus de temps. La personne morale reconnaît que le Ministère pourrait demander l'ajournement si elle ne fournit pas une version provisoire de la demande ou un préavis suffisant. La personne morale reconnaît que si elle obtient une ordonnance du tribunal sans avoir fourni au Ministère le préavis requis relatif à la demande, des révisions pourraient être nécessaires pour tout plan d'arrangement joint à une ordonnance du tribunal, et une autre ordonnance du tribunal pourrait être requise avant que les statuts d'arrangement soient approuvés.

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Articles of Incorporation

Business Corporations Act

1. Corporation Name

PORT COLBORNE PUBLIC WATER LTD.

2. Registered Office Address

ONTARIO, CANADA

3. Number of Directors

Minimum	1
Maximum	10

4. The first director(s) is/are:

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise:

The corporation does not carry on a business other than the practice of providing a system, service or thing that an Ontario municipality itself could provide and activities related to or ancillary to the provision of municipal services.

The corporation shall provide services to the owners or members of the corporation and may only operate within the boundaries of a municipality that is not a direct or indirect shareholder, with the agreement of that municipality.

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6. The classes and any maximum number of shares that the corporation is authorized to issue:

An unlimited number of Common Shares.

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series:

Common Shares

Voting: The holders of the Common Shares shall be entitled to one vote in respect of each Common Share held at any meeting of the shareholders of the corporation except meetings at which only holders of a specified class or series of shares are entitled to vote.

Dividends: The holders of the Common Shares shall be entitled to receive dividends as and when declared by the directors in their discretion from time to time out of moneys of the corporation properly applicable to the payment of dividends.

Winding-Up: In the event of the liquidation, dissolution or winding-up of the corporation or other distribution of the assets of the corporation among its shareholders, the holders of the Common Shares shall be entitled to share pro rata in the distribution of the balance of the assets of the corporation.

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

The transfer of shares is subject to the restrictions on the transfer of securities set out in Section 9.

9. Other Provisions, if any:

1. No shares shall be transferred without the consent of the board of directors evidenced by a resolution or by their consent in writing.

2. All shareholders must be municipalities, the crown in right of Ontario, the crown in right of Canada, or a combination of the foregoing.

10. The name(s) and address(es) of incorporator(s) are:

11. Incorporator Signature(s)

Draft

Terms & Conditions

The following are the Terms and Conditions for filing with the Ministry of Public and Business Service Delivery ("Ministry") under the Business Corporations Act, Business Names Act, Corporations Act, Corporations Information Act, Extra- Provincial Corporations Act, Limited Partnerships Act and Not- for-Profit Corporations Act, 2010.

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(i)the person(s) signing or otherwise authorizing the filing and any person(s) acting on their behalf (collectively, the "authorizers"); and

(ii)the corporation or other entity that is the subject of the filing (the "entity") and any person(s) acting on behalf of the entity

These Terms and Conditions are made under the authority of the requirements established by the Director or Registrar appointed under the applicable Act. These Terms and Conditions are in addition to and subject to the applicable Acts, regulations and requirements of the Director or Registrar.

By proceeding with this filing under any of the above-named Acts, the authorizer(s), the entity and any person(s) acting on behalf of the entity accept and agree to be bound by these Terms and Conditions.

1. The sole responsibility for correctness and completeness of the filing, and for compliance with the applicable Act and all regulations and Director's or Registrar's requirements made under it, lies with the authorizer(s) and the entity. The authorizer(s), the entity and any person(s) acting on behalf of the entity agree that any information provided by the Ministry in or related to the making of a filing is not legal advice, and that they have obtained their own legal or other advice as appropriate.

2. All filings must meet any signature or authorization requirements established by the Director or Registrar under the applicable Act. Where signatures are required for electronic filing, the applicable articles, application, declaration, other approved form or other document must be saved or printed and signed in accordance with the instructions provided. The entity must keep a properly executed version of the applicable document in paper or electronic format, together with any records that may exist related to an electronic signature, if signed by electronic signature, as follows: If the subject of a filing is a corporation, the corporation must keep these documents and records at its registered office. If the subject of the filing is an Ontario limited partnership, the limited partnership must keep these documents and records at the limited partnership's principal place of business in Ontario. If the subject of the filing is an extraprovincial limited partnership that does not have a principal place of business in Ontario, the extraprovincial limited partnership must keep these documents and records at the address of the limited partnership's attorney and representative in Ontario set out in the declaration filed under the Limited Partnerships Act and stated in the power of attorney executed under the Act. If required by notice from the Director or Registrar, the corporation, limited partnership, the attorney and representative in Ontario or other person as applicable must provide a copy of the properly executed version of

Conditions

Vous trouverez ci-dessous les conditions générales de dépôt auprès du ministère des Services au public et aux entreprises (le « Ministère ») en vertu de la Loi sur les sociétés par actions, la Loi sur les noms commerciaux, la Loi sur les sociétés par actions, la Loi sur les renseignements exigés des personnes morales, la Loi sur les personnes morales extraprovinciales, la Loi sur les sociétés en commandite et la Loi de 2010 sur les organisations sans but lucratif.

L'acceptation des conditions générales par les personnes et entités suivantes est une condition obligatoire du dépôt :

(i)personnes qui signent ou autorisent autrement le dépôt et toute personne agissant en leur nom (collectivement dénommés les « signataires autorisés »);

(ii)personne morale ou autre entité visée par le dépôt (l'« entité ») et toute personne agissant au nom de l'entité

Ces conditions générales sont régies par les exigences établies par l'administrateur ou le registrateur désigné en vertu de la Loi applicable. Elles s'ajoutent et sont assujetties aux Lois, aux règlements et aux exigences établies par l'administrateur ou le registrateur.

En procédant à ce dépôt en vertu de toute Loi citée ci-dessus, les signataires autorisés, l'entité et toute personne agissant au nom de l'entité acceptent et conviennent d'être liés par les présentes conditions générales.

1. La seule responsabilité relative à l'exactitude et à l'exhaustivité du dépôt, à la conformité avec la Loi et tous les règlements applicables et avec les exigences de l'administrateur ou du registrateur incombe aux signataires autorisés et à l'entité. Les signataires autorisés, l'entité et toute personne agissant au nom de l'entité reconnaissent que toute information fournie par le Ministère ou en lien avec une procédure de dépôt ne constitue pas un conseil juridique, et qu'ils ont obtenu leur propre conseil juridique ou autre avis, selon le cas.

2. Tous les dépôts doivent répondre aux exigences en matière de signature ou d'autorisation établies par l'administrateur ou le registrateur en vertu de la Loi applicable. Si les signatures sont requises pour un dépôt électronique, les statuts, la demande et la déclaration applicables, ainsi que toute autre formulaire approuvé ou autre document doivent être sauvegardés ou imprimés et signés conformément aux instructions fournies. L'entité doit conserver un exemplaire dûment signé du document applicable, sous forme imprimée ou électronique, avec tout dossier qui pourrait exister en lien avec une signature électronique, le cas échéant, comme suit : Si l'entité visée par le dépôt est une personne morale, cette dernière doit conserver ces documents et dossiers à son siège social. Si l'entité visée par le dépôt est une société par actions de l'Ontario, la société par actions doit conserver ces documents et dossiers à son établissement principal en Ontario. Si l'entité visée par le dépôt est une société à responsabilité limitée extraprovinciale qui n'a pas d'établissement principal en Ontario, la société doit conserver ces documents et dossiers à l'adresse de son avocat et représentant en Ontario stipulée dans la déclaration déposée en vertu de la Loi sur les sociétés en commandite et dans la procuration signée en vertu de la Loi. Si un avis de l'administrateur ou du registrateur l'exige, la personne morale, la société en commandite, l'avocat et représentant en Ontario ou toute autre personne, selon le cas, doit fournir une copie de l'exemplaire dûment signé du document applicable à

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the applicable document to the Director or Registrar within the time period set out in the notice, together with any records that may exist related to an electronic signature, if signed by electronic signature.

l'administrateur ou au registrateur dans les délais stipulés dans l'avis, ainsi que tout dossier qui pourrait exister en lien avec une signature électronique, le cas échéant.

3. In addition to retaining and filing supporting documents in accordance with the applicable Act and regulations, the entity must keep a copy of all filed supporting documents and provide a copy in accordance with any written notice from the Director or Registrar. In the case of a consent from a Minister or the Public Guardian and Trustee (PGT) that is required to support a filing made by a corporation, the corporation agrees that the Ministry may contact that Minister or the PGT, as applicable, to confirm that the necessary consent has been obtained and to record this in the electronic business registration system maintained by the Ministry.

3. En plus de conserver et de déposer les documents à l'appui conformément à la Loi et aux règlements applicables, l'entité doit conserver une copie de tous les documents d'appui déposés, et en fournir une copie conformément à tout avis écrit de l'administrateur ou du registrateur. Si un consentement du Ministre ou du tuteur et curateur public (TCP) est requis pour appuyer un dépôt effectué par une personne morale, cette dernière convient que le ministère peut communiquer avec ce Ministre ou le TCP, selon le cas, pour confirmer que le consentement nécessaire a été obtenu et l'enregistrer dans le système d'enregistrement électronique des sociétés tenu à jour par le ministère.

4. The entity assumes full responsibility for any risk of confusion or legal action, including the risk of a lawsuit or name hearing under the applicable Act, resulting from a filing that sets out a name that is the same or similar to that of an existing corporation, business name or trademark, or that is otherwise contrary to the applicable Act or regulations.

4. L'entité assume la pleine responsabilité de tout risque de confusion ou d'action en justice, y compris le risque de poursuite ou d'instruction judiciaire en vertu de la Loi applicable, résultant d'un dépôt qui stipule une dénomination identique ou similaire à celle d'une société, à un nom commercial ou à une marque de commerce existants, ou qui enfreint autrement la Loi et les règlements applicables.

5. Filings must be made in the required form and format, and must meet the technical requirements or other specifications and requirements established by the Director or Registrar.

5. Les dépôts doivent être effectués sous la forme et dans le format requis, et répondre aux exigences techniques ou autres spécifications et exigences établies par l'administrateur ou le registrateur.

6. Valid email address(es) must be provided as specified in the transaction for administrative purposes, and all mandatory fields must be completed.

6. Les adresses de courriel valides doivent être fournies tel que stipulé dans la transaction pour les besoins administratifs, et tous les champs obligatoires doivent être remplis.

7. The business information provided in this filing may be shared with other government bodies. The business information that is collected may be used and disclosed for the purpose of administering their programs.

7. Les renseignements sur l'entreprise fournis dans le cadre de ce dépôt peuvent être partagés avec d'autres organismes gouvernementaux. Les renseignements sur l'entreprise qui sont recueillis peuvent être utilisés et divulgués pour les besoins de l'administration des programmes.

8. Payment of the required fee must be made at the time of submission, and any certificate or other documentation issued by the Ministry is subject to compliance action and cancellation if payment is disputed or fraudulent. Payment of fees for electronic filings must be made electronically using the payment options provided.

8. Le paiement des droits requis doit être effectué au moment de la soumission et tout certificat ou autre document émis par le Ministère est passible d'une mesure de conformité et d'une annulation si le paiement est contesté ou frauduleux. Le paiement des droits des dépôts électroniques doit être effectuée électroniquement à l'aide des options de paiement proposées.

9. If an application is for a corrected certificate, and the application is approved under the applicable Act, the corporation or limited partnership as applicable will be notified when the certificate has been issued. The corporation or limited partnership, as applicable, agrees to review the issued corrected certificate in the records maintained by the Ministry forthwith and to confirm that the issued certificate corresponds with the final approved application for correction. The corporation or limited partnership, as applicable, agrees to be responsible and assume all liability for any discrepancies between the issued corrected certificate and the final approved application if these are not immediately brought to the attention of the Ministry.

9. Si une demande est faite pour un certificat corrigé et si la demande est approuvée en vertu de la Loi applicable, la personne morale ou la société en commandite, selon le cas, sera avisée lorsque le certificat sera émis. La personne morale ou la société en commandite, selon le cas, accepte d'examiner sur-le-champ le certificat corrigé émis dans les dossiers tenus par le Ministère et de confirmer qu'il correspond à la demande de correction approuvée et finale. La personne morale ou la société en commandite, selon le cas, reconnaît qu'elle est responsable et assume la pleine responsabilité de toute différence éventuelle entre le certificat corrigé émis et la demande approuvée finale qui n'est pas immédiatement portée à l'attention du ministère.

10. If this is a new filing, a company key consisting of a unique series of digits will be provided electronically by the Ministry to the entity at the time of completion of the transaction, together with the final documentation for the transaction. If this is not a new filing, the entity will have received a company key. The company key provides authority over the entity; by proceeding with this transaction, any person(s) acting on behalf of the entity is confirming that they are duly authorized by the entity.

10. S'il s'agit d'un nouveau dépôt, le Ministère fournira à l'entité, au moment de l'achèvement de la transaction, une clé d'entreprise composée d'une série unique de chiffres, ainsi que la documentation finale de la transaction. S'il ne s'agit pas d'un nouveau dépôt, l'entité recevra une clé d'entreprise. La clé d'entreprise fournit le pouvoir relatif à l'entité; en exécutant cette transaction, toute personne qui agit au nom de l'entité confirme qu'elle est dûment autorisée par l'entité.

11. The company key will be required for any

11. La clé d'entreprise sera requise pour tout dépôt

subsequent paper or online filings regarding the entity. The entity is responsible for the care and control of the company key. The entity is responsible for treating this key as confidential information and not sharing it unless it is in the course of providing delegated authority to a trusted service provider or trusted intermediary to make filings on their behalf. The recipient of the company key agrees to notify the Ministry as soon as they become aware that the key has been lost, stolen or misused to request a replacement key. The entity agrees to be responsible and assume all liability for all filings authorized by the key in respect of the entity. Unauthorized use of the company key or delegated authority may result in suspension of access to the electronic business registration system.

effectué en ligne par la suite concernant l'entité. L'entité est responsable de protéger la clé d'entreprise et d'en assurer le contrôle. L'entité est responsable de traiter la clé comme de l'information confidentielle et de ne pas l'échanger, à moins que ce soit dans le but de déléguer le pouvoir à un prestataire de services ou à un intermédiaire de confiance pour qu'il effectue les dépôts en son nom. La personne qui reçoit la clé d'entreprise convient d'aviser le Ministère dès que la perte, le vol ou l'utilisation inappropriée de la clé est porté(e) à sa connaissance, afin d'en demander le remplacement. L'entité reconnaît qu'elle est responsable et assume la pleine responsabilité de tous les dépôts la concernant qui sont autorisés par la clé. L'utilisation non autorisée de la clé d'entreprise ou du pouvoir délégué peut résulter en une suspension de l'accès au système d'enregistrement électronique des sociétés.

12. The Ministry may take appropriate compliance action at any time if it comes to the attention of the Ministry that a filing does not comply with the applicable Act, regulations or the requirements of the Director or Registrar.

12. Le Ministère peut prendre en tout temps la mesure de conformité appropriée si un dépôt non conforme à la Loi, aux règlements applicables ou aux exigences de l'Administrateur et du registrateur est porté à sa connaissance.

13. The Acts set out penalties, including fines, for submitting false or misleading information.

13. La Loi prévoit des pénalités, y compris des amendes, pour toute communication de renseignements faux ou trompeurs.

14. The corporation agrees to file restated articles at any time required by the Director under the Business Corporations Act or Not-for-Profit Corporations Act, 2010.

14. La personne morale convient de déposer en tout temps les statuts constitutifs requis par l'administrateur en vertu de la Loi sur les sociétés par actions ou la Loi de 2010 sur les organisations sans but lucratif.

15. Where a filing under the Business Corporations Act, Extra- Provincial Corporations Act or Not-for-Profit Corporations Act, 2010 must be supported by an Ontario biased or weighted Nuans search report, and the identifying information is provided, the authorizer(s) consents for the Director appointed under the Act or other person delegated by the Director to retrieve the Nuans report directly from the appropriate department of the Government of Canada. The corporation agrees to keep a copy of the Nuans report in electronic or paper format at the corporation's registered office.

15. Si un dépôt est effectué en vertu de Loi sur les sociétés par actions, de la Loi sur les personnes morales extraprovinciales, de la Loi sur les sociétés en commandite ou de la Loi de 2010 sur les organisations sans but lucratif, il doit être appuyé par un rapport de recherche NUANS axé sur l'Ontario ou pondéré, et si les renseignements identificatoires sont fournis, les consentements des signataires autorisés pour l'administrateur nommé en vertu de la Loi ou tout autre personne désignée par l'administrateur doivent être obtenus pour récupérer le rapport NUANS directement auprès du ministère approprié du gouvernement du Canada. La personne morale convient de conserver un exemplaire du rapport NUANS à son siège social, sous forme électronique ou imprimée.

16. A corporation under the Business Corporations Act or Not- for-Profit Corporations Act, 2010 that continues out of Ontario agrees to file with the Ministry a copy of the instrument of continuance issued to it by the other jurisdiction within 60 days after the date of issuance.

16. Une personne morale constituée en vertu de la Loi sur les sociétés par actions ou de la Loi de 2010 sur les organisations sans but lucratif qui maintient son activité à l'extérieur de l'Ontario convient de déposer auprès du Ministère une copie de l'acte de maintien qui lui a été émis dans l'autre territoire de compétence dans les 60 jours qui suivent la date d'émission.

17. If this is a filing made in respect of an arrangement under the Business Corporations Act or Not-for-Profit Corporations Act, 2010, the corporation acknowledges that it must give the Director notice of the application to the court and that the Director is entitled to appear in court and be heard in person or by counsel. The corporation agrees to submit the required notice and a draft copy of the Plan of Arrangement under the applicable Act for review through the electronic system maintained by the Ministry at least seven business days before seeking an interim and/or final order with the court. The corporation agrees to make changes required by the Director to ensure that the Plan complies with the applicable Act and Ministry requirements, and is capable of being implemented in the electronic system maintained by the Ministry under the applicable Act. The corporation agrees that if the Ministry does not receive a draft of the application or sufficient notice of the application, additional time may be required for review. The corporation acknowledges that the

17. S'il s'agit d'un dépôt concernant un arrangement effectué en vertu de la Loi sur les sociétés par actions ou la Loi de 2010 sur les organisations sans but lucratif, la personne morale reconnaît qu'elle doit prévenir l'administrateur de la demande présentée au tribunal et que l'administrateur a le droit de se présenter au tribunal et d'être entendu en personne ou d'être représenté par l'avocat. La personne morale convient de soumettre l'avis requis et une copie provisoire du plan d'arrangement en vertu de la Loi applicable aux fins d'examen par le système électronique tenu à jour par le Ministère au moins sept jours ouvrables avant de demander une ordonnance provisoire ou finale au tribunal. La personne morale convient d'apporter les modifications requises par l'administrateur afin de s'assurer que le plan est conforme à la Loi applicable et aux exigences du Ministère et qu'il peut être mis en place dans le système électronique tenu à jour par le Ministère en vertu de la Loi applicable. La personne morale reconnaît que si le Ministère ne reçoit pas une version provisoire de la demande ou

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Ministry may seek an adjournment if the corporation fails to provide a draft of the application or sufficient notice of the application. The corporation agrees that if it obtains a court order without providing the required notice of the application to the Ministry, revisions may be required to any Plan of Arrangement attached to a court order and a further court order may be required before the articles of arrangement are endorsed.

un préavis suffisant, l'examen pourrait prendre plus de temps. La personne morale reconnaît que le Ministère pourrait demander l'ajournement si elle ne fournit pas une version provisoire de la demande ou un préavis suffisant. La personne morale reconnaît que si elle obtient une ordonnance du tribunal sans avoir fourni au Ministère le préavis requis relatif à la demande, des révisions pourraient être nécessaires pour tout plan d'arrangement joint à une ordonnance du tribunal, et une autre ordonnance du tribunal pourrait être requise avant que les statuts d'arrangement soient approuvés.

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THE CORPORATION OF THE CITY OF PORT COLBORNE

BEING AN ASSET TRANSFER POLICY FOR THE CITY OF PORT COLBORNE

1. In this policy, the following terms have the following meanings:

   “Act” means the Municipal Act, 2001, S.O. 2001, c.25, including regulations made under it, as amended from time to time;

   “Asset” includes real property, personal property, equipment, goods, capital shares in corporations, rights and grants of money, securities including debentures, contracts, permits, licences, permits and similar regulatory authorizations, goodwill and intellectual property;

   “City” means the Corporation of the City of Port Colborne;

   “Corporation” means a corporation established by the Council of the City pursuant to the Act, including a municipal services corporation and/or a corporation established by a municipal services corporation;

   “Council” means the municipal council of the City;

   “Fair Market Value” means the amount of consideration that would be agreed upon in an arm’s length transaction between knowledgeable and willing parties who are under no compulsion to act in a biased manner;

   “Liability” means the liabilities, debts, commitments and obligations of the City; and

   “Transfer” means the act of selling, conveying, leasing or otherwise transferring an interest in an Asset and/or Liability, whether or not such transfer involves the exchange of consideration.

2. Upon receipt of approval from Council, the City may, from time to time, Transfer Assets and/or Liabilities to Corporations, in accordance with all applicable legislation (including but not limited to the Act).

3. In determining whether to authorize a transfer of Assets and/or Liabilities to a Corporation, Council will consider one or more of the following objectives:

   (a) advancing the City’s economic development, vitality and competitiveness;

   (b) optimizing the use and value of the Assets;

   (c) providing responsive and efficient public services;

   (d) attract targeted industries, stimulate the creation of desirable employment and the regeneration of the City;

   (e) managing sustainable growth;

(f) support the creation of, but not limited to, new affordable housing, healthcare initiatives, renewable energy and tourism;

(g) ensure stewardship of the natural environment; and

(h) enhancing the quality of life of the City’s residents.

4. The Council of the City may attach conditions to the Transfer of an Asset and/or Liability to a Corporation, including:

(a) the purchase price to be paid or owed to the City by the Corporation;

(b) what the Corporation may do with the Asset and/or Liability;

(c) under what conditions the Corporation may further Transfer the Asset and/or Liability, including such conditions as to security and as to the exercise of governance over the use of the Asset and/or Liability by the transferee through the holding of such securities or other instruments as the Council deems appropriate;

(d) how the Asset and/or Liability should be disposed of upon the winding-up, bankruptcy or dissolution of the Corporation; and

(e) such other terms or conditions as Council deems advisable and appropriate in the circumstances.

5. Before the transfer of Assets and/or Liabilities can occur, City staff shall determine the current Fair Market Value of the Assets and/or Liabilities and obtain advice regarding any tax implications of the transfer – this determination may be made using an appraiser or City staff.

6. Where any Asset and/or Liability is transferred at less than Fair Market Value, or where any grant is given to a Corporation, City staff shall prepare a statement of the estimated Fair Market Value of the Assets and/or Liabilities, or the value of any grant to a Corporation.

7. City staff shall record all transfers of Assets and/or Liabilities in accordance with the City’s accounting policies and relevant accounting standards.

8. If the City proposes to Transfer an Asset and/or Liability, other than a grant, to a Corporation, the Asset and/or Liability shall be transferred to the Corporation at Fair Market Value and City staff shall provide Council with an estimate of the Fair Market Value, prior to the Transfer taking place. The net disposition value from the Transfer will be recorded in the financial and accounting records of the City.

9. If the City proposes to Transfer any grant to a Corporation, City staff shall prepare a statement of the value of such grant.

10. This policy does not apply to Transfers of Assets between divisions or departments of the City.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Exempt the lands known as Lot 22 of Registered Plan 59M-193 from Part Lot Control provisions of the *Planning Act*

Whereas subsection 50 (5) the *Planning Act* provides restrictions on how land can be conveyed and transferred to new owners; and

Whereas subsection 50 (7) of the *Planning Act* allows the council of a local municipality may by by-law provide that part lot control does not apply to lands within a registered plan of subdivision or parts of them as are designated in the by-law; and

Whereas Dunsire Homes Inc. has requested that the Council of The Corporation of the City of Port Colborne enact a by-law to temporarily remove Lot 22 of Registered Plan 59M-193 from part lot control to register conveyable real estate entities therewith;

Whereas the request meets the criteria of the Council of The Corporation of the City of Port Colborne for the consideration of the enactment of a part lot control by-law;

Now therefore**,** and pursuant to the provisions and authority of subsection 50 (7) of the *Planning Act, R.S.O. 1990*, The Corporation of the City of Port Colborne enacts as follows:

1. Subsection 50 (5) of the *Planning Act* does not apply to Lot 22 of Registered Plan 59M-193.

   For the purpose of facilitating the separate ownership of a future semi-detached dwelling. As follows:

   Part 1 Plan 59R-18587

   Part 2 Plan 59R-18587

2. Pursuant to subsection 50 (7.3) of the *Planning Act*, this By-law shall expire two (2) years from the date of enactment unless it shall have prior to that date been repealed or extended by the Council of the Corporation of the City of Port Colborne.

3. This By-law shall not become effective until a certified copy or duplicate of the By-law has been registered in the proper Land Registry Office.

4. The City Solicitor is hereby authorized and directed to proceed with the registration of this by-law with the local Land Registry Office, as applicable.

Enacted and passed this 23rd day of June 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 Assume Ownership and Responsibility of the Primary and Secondary Services in Phase 2, Stage 1 of the Meadow Heights Subdivision (Plan 59M-195) (1399908 ONTARIO LTD);

Whereas Section 11 of the *Municipal Act*, 2001, S.O. c.25, as amended, authorizes the Council of a municipality to pass by-laws respecting matters within its jurisdiction, including public services such as water, sewage, stormwater, and roads; and

Whereas the Mayor and Clerk of the Corporation of the City of Port Colborne executed the Subdivision Agreement with 1399908 ONTARIO LTD (the "Owner") pursuant to By-law No. 6848/98/20, to allow for the Meadow Heights Subdivision; and

Whereas Section 56a of the Subdivision Agreement provides that municipal services shall be assumed by the City through Council passing an Assumption By-law for Primary and Secondary Services after the City Engineer has approved the Certificate of Final Acceptance for the Services; and

Whereas the City Engineer has approved the Certificates of Final Acceptance for Primary and Secondary Services for Phase 2, Stage 1 of the said subdivision, confirming that all such Primary and Secondary Services have been completed and maintained in accordance with the terms of the Subdivision Agreement and the approved servicing plans; and

Whereas pursuant to Section 56a of the Subdivision Agreement, upon such approval the City may assume ownership of and responsibility for all Primary and Secondary Services constructed by the Owner; and

Whereas it is deemed appropriate and in the public interest to assume the Primary Services for Phase 2, Stage 1 of the said Subdivision; and

Whereas it is deemed appropriate and in the public interest to assume the Secondary Services, including the highways within Phase 2, Stage 1 of the said Subdivision; and

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

1. That the following Primary Services, as defined and constructed in accordance with the Subdivision Agreement between the City and the Owner, and shown on the approved servicing plans for Phase 2, Stage 1 of the Plan of Subdivision No. 59M-195, Meadow Heights Subdivision are hereby assumed by the City of Port Colborne into its ownership and responsibility, namely:

    a) Water Distribution System;
    b) Fire Hydrants;
    c) Sanitary Sewer System;
    d) Storm Sewer and Storm Sewer Manholes; and
    e) Street Lighting

Pursuant with the Completion Certificate dated October 15, 2021, and the Certificates of Final Acceptance for Primary Services dated August 28, 2025.

2. That the following Secondary Services, as defined and constructed in accordance with the Subdivision Agreement between the City and the Developer, and shown on the approved servicing plans for Phase 2, Stage 1 of the Plan of Subdivision No. 59M-195, Meadow Heights Subdivision are hereby assumed by the City of Port Colborne into its ownership and responsibility, namely:

   a) Municipal Roads (including boulevards);
   b) Driveway Aprons; Sidewalks; and;
   c) Any other works identified as Secondary Services in the Subdivision Agreement and approved by the City Engineer.

   Pursuant to the Certificates of Final Acceptance for Secondary Services dated August 28, 2025.

3. That the following parcels of land situated in the City of Port Colborne are assumed as public highways:

STREET	PLAN NUMBER	PIN NUMBER
1. Oriole Drive	59M-195	64138-0298

4. That the Clerk of the City of Port Colborne 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 14th day of July 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

CITY OF PORT COLBORNE
AMENDMENT TO SUBDIVISION AGREEMENT

THIS AGREEMENT made this 14 day of DECEMBER, 2020 and authorized by By-law 6848/98/20 for the City of Port Colborne.

BETWEEN

1399908 ONTARIO LTD.
Hereinafter called the **OWNER** of the **FIRST PART**;

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE
Hereinafter called the **CITY** of the **SECOND PART;**

AND

1379296 ONTARIO INC.;
Hereinafter called the **MORTGAGEE** of the **THIRD PART;**

WHEREAS the lands described in Schedule "A" were subject to an Agreement dated the 3rd of May, 1990 between CIFA Developments Inc., Lehndorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991 which is hereinafter referred to as the "original Subdivision Agreement";

AND WHEREAS the lands described in Schedule "A" were subject to an amending Agreement dated the 28th of September, 2000 between 1399908 ONTARIO LTD, CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000 which is hereinafter referred to as the "existing Subdivision Agreement";

AND WHEREAS 1399908 Ontario Ltd. obtained title to the lands on or about March 21, 2000 and owns the lands described on Schedule "A";

AND WHEREAS the Owner has assumed all of the obligations of the original and existing Subdivision Agreement;

AND WHEREAS the Owner desires to amend the original Subdivision Agreement to enable development of a portion of the lands described in Schedule "A" and hereinafter known as the "revised Phase 2 Stage 1;

AND WHEREAS the Owner desires to amend the existing Subdivision Agreement to enable development of revised Phase 2 Stage 1 by replacing the phasing plan, grading plan; street lighting plan and cost estimates;

NOW THEREFORE this agreement witnesseth that in consideration of the City approving this amending agreement, and in consideration of the sum of $1.00 of lawful money of Canada now paid by the Owner to the City (the receipt whereof is hereby by the City acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.

2. The parties hereto agree that the following clauses of the original or the existing Subdivision Agreement are hereby amended:

2.1 Clause 1. of the original Subdivision Agreement entitled Definitions and

Clauses1.1 to 1.11 inclusive be deleted and Clauses 2.1 to 2.6 inclusive on the existing Subdivision Agreement be deleted and replaced with:

2.2 Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

2.3 **"Agreement'** means this Subdivision Agreement.

2.4 **"Assumption By-Law for Primary Services"** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, SAVE AND EXCEPT the following Primary Services:

a) The streets and roadways constructed by the Developer within the Plan of Subdivision;
b) The noise attenuation requirents
c) The utility services other than streetlights

2.5 "**Block"** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

2.6 **"Assumption By-Law for Secondary Services"** means a by-law passed by the Council of The Corporation of the City of Port Colborne forthwith after the Director of Engineering and Operations has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:

a) all Secondary Services constructed by the Developer; and
b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.

2.7 **"Building Permit"** means a permit issued by the Chief Building Official of The Corporation of the City of Port Colborne approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.

2.8 **"Certificate of Final Acceptance for Primary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations at the expiration of the Maintenance Warranty Period for Primary Services setting out the Primary Services being accepted by the City and indicating the date of final acceptance of such Works.

2.9 **"Certificate of Final Acceptance for Secondary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations issued at the expiration of the Maintenance Warranty Period for Secondary Services setting out the Secondary Services being accepted by the City and indicating the date of final acceptance of such Works.

2.10 **'Chief Building Official"** means the Chief Building Official for the Corporation of the City of Port Colborne or his designate appointed pursuant to the Building Code Act.

2.11 **"Completion Certificate for Primary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Warranty Period for such Primary Services.

2.12 **"Completion Certificate for Secondary Services"** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Engineering and Operations upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Warranty Period for such Secondary Services.

2.13 **"Consulting Engineer"** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.

2.14 **"Council"** means the Council of The Corporation of the City of Port Colborne.

2.15 **"Developer"** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.

2.16 **"Director of Community and Corporate Services"** means the Director of Community and Corporate Services for The Corporation of the City of Port Colborne or his designate.

2.17 **"Director of Engineering and Operations"** means the Director of Engineering and Operations for The Corporation of the City of Port Colborne or his designate.

2.18 **"Easements**" shall mean the easements described in Schedule "B" hereto, which forms part of this Agreement.

2.19 **"Final Default"** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 44b) hereof.

2.20 **"Front Lot Line**" means the lot line that divides a Lot from the street; provided, however, that:

a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.

2.21 **"Grading Conformance Certificate"** means the Certificate identified in Section 53 hereof.

2.22 **"Frontage of Lot"** means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 7.5 metres back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line

joining the two points where the side lot lines intersect the Front Lot Line.

2.23 **"Letter of Credit"** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.

2.24 **"Letter of Occupancy"** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 41hereof.

2.25 **"Local Improvements"** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.

2.26 **"Lot"** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.

2.27 **"Lot Grading Deposit"** means a deposit of security as specified in Subsection 31(b) hereof.

2.28 **"Lot Grading Plan"** means a plan for the grading of a Lot as required in Subsection 31(a) hereof.

2.29 **"Maintenance Warranty Period"** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 55(f) hereof.

2.30 **"Party"** shall mean a party to the Agreement and the successors or permitted assigns.

2.31 **"Plan of Subdivision**" shall mean the Plan of Subdivision of the Lands described in Schedule "A" hereto ultimately approved for registration by the City and registered on title pursuant to the provisions of the Planning Act.

2.32 **"Plans"** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Engineering and Operations prior to execution of this Agreement by the City.

2.33 **"Pre-Servicing"** means the installation of Works prior to registration of this Agreement.

2.34 **"Primary Services"** shall mean the following municipal services required to be constructed by the Developer:

a) municipal sanitary sewer system;
b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Engineering and Operations to provide safety and protection from undue inconvenience to the general public;
c) municipal water system, including fire hydrants;
d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
e) street signs and traffic control signs and devices;
f) rough grading of the Lands;
g) Noise berm, wall or fence required to mitigate noise within the lands

described in Schedule "A" annexed hereto; and all Utility Services.

2.35 **"Region"** means The Corporation of the Regional Municipality of Niagara.

2.36 **"Reserve Strip"** shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

2.37 **"Secondary Services"** shall mean all municipal services required to be constructed by the Developer not defined as "Primary Services", and without limiting the generality of the foregoing, shall include:

a) top course roadway asphalt;
b) sidewalks;
c) paved driveway aprons:
d) footpaths;
e) fencing;
f) sodding of boulevards;
g) landscaping; and
h) tree plantings.

2.38 **"Storm Water Management Report"** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 19 of this Agreement.

2.39 **"Street Line"** means a lot line dividing a Lot from a street and is the limit of the street or road allowance.

2.40 **"Subdivision"** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.

2.41 **"Supervision"** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 8.2.

2.42 **"City"** means The Corporation of the City of Port Colborne.

2.43 **"Treasurer"** means the Director of Community and Corporate Services for The Corporation of the City of Port Colborne or his designate.

2.44 **"Utility Services"** means:

a) all electrical distribution and street lighting systems, complete; if applicable, all gas services, complete;
b) all telephone services, complete; and all co-axial services, complete.

2.45 **'Works'** means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

3. Clause 2. of the original Subdivision Agreement entitled Schedules to Agreement be amended by the addition of the following references:

SCHEDULE "A" - Description of Lands
SCHEDULE "B" - Lands Conveyed for Public Purposes
SCHEDULE "C" - Additional Site Conditions
SCHEDULE "D" - Roads
SCHEDULE "E" - Sanitary Sewers

SCHEDULE “F” - Storm Sewers and Surface Drains
SCHEDULE “G” - Watermains
SCHEDULE “H” - Sidewalks
SCHEDULE “I” - Streetlights
SCHEDULE “J” - Subdivision Deposit
SCHEDULE “K” - Subdivision Phase 2, Stage 1
APPENDIX “A” - Plans, Profiles and Specifications

4. That Clause 3 of the Original Subdivision Agreement entitled General be deleted and replaced with the following:

4.1 GENERAL PROVISIONS

4.2 Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

a) the City c/o Dan Aquilina, to City Hall, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8 Facsimile 905-835-2939;

b) the Developer, to Ray Khanna, Kingsway Investments Ltd.
105 Main Street East, Suite 1510
Hamilton, ON L8N 1G6 Facsimile 905-526-7200

The giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

4.3 Binding on Heirs, etc.

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

4.4 Section 67 Planning Act

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

4.5 Applicable Laws

a) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

b) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any

situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

4.6 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

4.7 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

4.8 Time of the Essence

Time shall be of the essence of this Agreement.

4.9 Certificate of Status

Prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

4.10 Mortgagee’s Postponement

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

4.11 Notice to Purchasers

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer’s obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

5. That Clauses 4. through 4.5 from the Original Subdivision Agreement be deleted and replaced with the following:

6. LANDS REQUIRED FOR MUNICIPAL PURPOSES

6.1 The Developer shall convey to the City, in fee simple, free from all encumbrances, such other land as may be required in connection with services necessary for the development of the lands described in Schedule "A" attached hereto, which said additional lands conveyed for Public Purposes are described in Schedule "B" attached hereto.

6.2 The Developer shall transfer the lands referred to in Section 6.1 above in a neat and tidy condition, free from all debris and trash and in a condition including all necessary improvements completed to the satisfaction of the

6.3 The Developer covenants and agrees, at its expense, to obtain and grant to the City, prior to final approval of the subdivision, easements required for the construction of services described in the Schedules attached hereto, in accordance with the City's standard easement agreement form, satisfactory to the City Solicitor. The Developer shall also grant such easements as required by other utility companies or commissions for the installation of their plant.

EASEMENTS FOR MUNICIPAL PURPOSES

6.4 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule “B” annexed hereto.

6.5 The Developer shall convey to the City or to such public utility company or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule “B” annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.

6.6 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Engineering and Operations and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has passed the Assumption By-Law for Secondary Services.

7. That Clause 5. through 15. of the original Subdivision Agreement commencing at and entitled Engineering and Inspections be deleted and replaced with:

7.1 SERVICING PLANS AND SPECIFICATIONS

7.2 All Plans and specifications must be approved in writing by the Director of Engineering and Operations prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.

7.3 The Developer shall submit to the Director of Engineering and Operations three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

7.4 It is understood and agreed the Director of Engineering and Operations in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the City or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

7.5 No approval by the Director of Engineering and Operations shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.

7.6 All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.

8 ENGINEERING AND INSPECTION

8.1 Consulting Engineer

The Developer shall employ a competent and qualified Consulting Engineer, approved by the Director of Engineering and Operations, to:

a) carry out all necessary soil investigations to the satisfaction of the Director of Engineering and Operations;

b) design all Works required to be completed by this Agreement;

c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Engineering and Operations for approval prior to installation or construction of such Works;

d) obtain from the Director of Engineering and Operations details regarding the form and scale of the plans and profiles prior to their preparation;

e) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;

f) prior to execution of this Agreement by the City, prepare and furnish the Director of Engineering and Operations with estimates of the cost of installation and construction of the said Works;

g) if required, prepare contract documents and call tenders for installation and construction of the said Works;

h) prepare and supply the City with Progress Payment Certificates;

i) provide full time resident inspection and contract administration of all Works covered by this Agreement;

j) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form to the Director of Engineering and Operations prior to approving the Completion Certificate for the Works as per the following:

    i) all reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in AutoCAD (2012) and the latest version of ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the Works. Metric units are to be used;

    ii) mapping and associated database information is to be provided in ERSI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.

k) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;

l) provide the Director of Engineering and Operations with individual record sheets of all sewer and water services location and depth;

m) when requested by the Director of Engineering and Operations, accompany him on his inspections of the Works;

n) supervise construction of all Works on a full time basis, including any remedial work the Director of Engineering and Operations may require;

o) test all services and verify to the Director of Engineering and Operations, in writing, that all testing has been completed in accordance with the appropriate requirements;

p) provide building elevations for construction purposes; and

q) certify, in writing, to the Director of Engineering and Operations, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.

8.2 All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer’s Consulting Engineer at the sole expense of the Developer.

8.3 The Developer’s Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Engineering and Operations. All sanitary and storm sewers must by inspected and videoed via closed circuit television (CCTV) prior to final acceptance by the City. Complete CCTV reports in the latest format to be provided to City upon completion with as-built documents.

8.4 The Director of Engineering and Operations or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Engineering and Operations. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Engineering and Operations.

8.5 The City shall inspect all works as deemed necessary to ensure that the works are being constructed in accordance with the plans and specifications approved by the City, to the Engineer's satisfaction. This inspection shall be in addition to the inspection provided by the Developer’s Consulting Engineer, and shall in no way relieve the Developer or its Consulting Engineer of any responsibility with regard to supervision and inspection or the proper completion of the work. The Developer shall pay the full cost of engineering inspection by the City.

8.6 The City shall inspect all materials and appurtenances prior to installation to ensure conformance with latest City approved material/manufacturer lists. Any items deemed unacceptable are to be tagged or otherwise identified as “unacceptable”, and removed from site immediately. Any items deemed “unacceptable” will be replaced at the expense of the Developer Replacement item(s) shall be examined for conformance to the specifications by the City.

8.7 The Director of Engineering and Operations shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Engineering and Operations.

9. That Clauses 6 to 6.4 from the Original Subdivision Agreement titled Tenders and Contractors be deleted and replaced with the following:

TENDERS, INSURANCE & BONDING

9.1 If required by the City, the Developer shall call for tenders for the Works in accordance with the City’s Purchasing Policy (By-law No. 3687/113/98). Where the City requires the Developer to call for tenders, any tender proposed to be

accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Engineering and Operations.

9.2 Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:

a) a copy of the contractor’s Performance and Maintenance Bond and Labour and Material Payment Bond each for one hundred percent (100%) of the contract sum, if required. The aforesaid Bonds shall unconditionally guarantee to the Developer and the City that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Warranty Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Engineering and Operations. Bonding companies are subject to acceptance by the City;

b) a certified copy of the Developer’s third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:

i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of five million dollars ($5,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars ($1,000.00);

ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;

iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars ($2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars ($1,000.00);

iv) excess umbrella liability coverage of four million dollars ($4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars ($10,000.00);

v) “Cross Liability” and “Severability of Interest” clauses or endorsements shall be provided;

vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;

vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;

viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other

or larger claims, if any, for which the Developer or City may be held responsible;

c) a certificate from the Worker’s Safety Insurance Board certifying the contractor is in good standing with the Board; and

d) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

10. That Clauses 7 to 7.14 titled Installation of Services from the Original Subdivision Agreement be deleted and replaced with the following:

10.1 SERVICES

General

a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.

b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.

c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.

d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.

e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

f) The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.

g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City’s requirements and to the satisfaction of the Director of Engineering and Operations.

h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Engineering and Operations, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer’s or its contractor’s vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Engineering and Operations make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Engineering and Operations remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City’s requirements and to the satisfaction of the Director of Engineering and Operations.

i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer’s Gas, Enbridge Gas, Canadian Niagara Power Inc., Regional Cable Television (Central) Inc., Niagara Regional Broadband Network, etc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Engineering and Operations, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Engineering and Operations, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer’s responsibility to

consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Engineering and Operations.

k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.

l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Engineering and Operations, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

m) The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Engineering and Operations.

n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City’s specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.

o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the City, that the City will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

11. Survey Monuments to be Preserved

The Developer agrees that all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

12. City’s Right to Enter and Repair

a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:

i) without notice to the Developer where, in the sole opinion of the Director of Engineering and Operations, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and

ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice

requiring such repairs or maintenance has been delivered to the Developer.

b) The decision of the Director of Engineering and Operations that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.

c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account therefor has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.

d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Engineering and Operations or his representative.13111

13. Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

14. Land Use Sign

The Developer agrees to erect, to the satisfaction of the Director of Engineering and Operations, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lot patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

15. Interim Works

The Developer agrees and acknowledges that, until the Director of Engineering and Operations affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer’s risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

16. Roads

a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.

b) Any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction of the Director of Engineering and Operations, prior to approval of the Certificate of Completion for Primary Services.

c) The roads shall be named to the satisfaction of the City.

17. Sanitary Sewer System

a) Prior to re-commencement of construction, the following inspections and tests must be performed on the previously installed sanitary sewer system. Reports and results must then be submitted to the City for review. Only upon approval of these reports and results by the Director of Engineering and Operations may construction continue.

i) Closed-Circuit Television (CCTV) Inspection, as per OPSS.MUNI 409, shall be performed on the sewer mains, service laterals, associated appurtenances, and maintenance holes.

a. All sewer mains and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

b. All service laterals and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

c. All maintenance holes shall be inspected for any defects, leaks, debris, and to ensure proper benching.

ii) Low Pressure Air Testing, as per OPSS.MUNI 410 for pipes and ASTM C 1244 for maintenance holes, shall be performed on the sewer mains, service laterals, associated appurtenances, and maintenance holes to ensure the integrity of the conveyance system.

iii) Mandrel deflection testing, as per OPSS.MUNI 438, shall be performed on the sewer mains to ensure they are free from defects.

iv) Based on the reports and results provided to the City, the Director of Engineering and Operations may request to have sewer mains, service laterals, or associated appurtenances daylighted with the City's Construction Inspector in attendance, by and at the sole cost of the developer, for further inspection.

v) Any defects identified in the inspections shall be corrected by and at the sole cost of the developer. Following the corrective work, the respective sewer mains, service laterals, associated appurtenances, or maintenance holes shall be re-inspected and the new reports and results shall be submitted to the City for review.

b) If required by the City, and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Engineering and Operations.

c) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications therefor.

d) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:

i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;

ii) forthwith after final paving of the streets has been completed; and

iii) upon receipt of any written notice from the Director of Engineering and Operations.

e) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Engineering and Operations.

f) All sanitary sewer Works shall be inspected and videoed via closed circuit television to the satisfaction, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the sanitary sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.

g) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with "as constructed drawings" and complete CCTV Reports showing the location and depth of the sanitary sewer lateral constructed to service each Lot.

h) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.

i) The Developer agrees to perform and complete all sanitary sewer Works required by this agreement and the approved Plans and specifications to the complete satisfaction of the Director of Engineering and Operations.

18 <u>Storm Drainage System</u>

a) Prior to re-commencement of construction, the following inspections and tests must be performed on the previously installed storm drainage system. Reports and results must then be submitted to the City for review. Only upon approval of these reports and results by the Director of Engineering and Operations may construction continue.

i) Closed-Circuit Television (CCTV) Inspection, as per OPSS.MUNI 409, shall be performed on the sewer mains, catchbasin leads, service laterals, associated appurtenances, catchbasins, and maintenance holes.

a. All sewer mains, catchbasin leads, and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

b. All service laterals and associated appurtenances shall be inspected to confirm alignment and to ensure that the pipes are free from obstructions, debris, and defects.

c. All catchbasins and maintenance holes shall be inspected for any defects, leaks, debris, and to ensure proper benching.

ii) Low Pressure Air Testing, as per OPSS.MUNI 410 for pipes and ASTM C 1244 for maintenance holes, shall be performed on the sewer mains, catchbasin leads, service laterals, associated appurtenances, catchbasins, and maintenance holes to ensure the integrity of the conveyance system.

iii) Mandrel deflection testing, as per OPSS.MUNI 438, shall be performed on the sewer mains and catchbasin leads to ensure they are free from defects.

iv) Based on the reports and results provided to the City, the Director of Engineering and Operations may request to have sewer mains, catchbasin leads, service laterals, or associated appurtenances daylighted with the City’s Construction Inspector in attendance, by and at the sole cost of the developer, for further inspection.

v) Any defects identified in the inspections shall be corrected by and at the sole cost of the developer. Following the corrective work, the respective sewer mains, catchbasin leads, service laterals, associated appurtenances, catchbasins, or maintenance holes shall be re-inspected and the new reports and results shall be submitted to the City for review.

b) The Developer agrees to construct a storm drainage and storm water management system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Engineering and Operations, the Region of Niagara Public Works Department, the Region of Niagara Public Works Department, the Niagara Peninsula Conservation Authority (NPCA) and the Ministry of the Environment, and construction and materials used therein shall be in accordance with the City’s most recent specifications therefor.

c) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:

i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;

ii) forthwith after final paving of the streets has been completed; and

iii) upon receipt of any written notice from the Director of Engineering and Operations.

d) All storm sewer Works shall be inspected and videoed via closed circuit television to the satisfaction of, and upon any written notice from, the Director of Engineering and Operations and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Engineering and Operations, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Engineering and Operations, be required.

e) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Engineering and Operations with "as constructed drawings" and complete CCTV Reports showing the location and depth of the storm sewer lateral constructed to service each Lot.

19. <u>Stormwater Management System</u>

a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Engineering and Operations, the Ministry of the Environment, the NPCA and the Region of Niagara Public Works Department, indicating the following:

i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Stormwater Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;

ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and

iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.

b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 30 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.

c) The Developer agrees to implement the Storm Water Management Plan, as approved by the NPCA including the approved grading and drainage plans, any required erosion and flood protection works, and all NPCA requirements.

d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the

complete satisfaction of the Director of Engineering and Operations and the Region of Niagara Public Works Department.

20. <u>Water Distribution System</u>

a) Prior to re-commencement of construction, the following inspections and tests must be performed on the previously installed water distribution system. Reports and results must then be submitted to the City for review. Only upon approval of these reports and results by the Director of Engineering and Operations may construction continue.

i) Daylighting, with the City’s Construction Inspector in attendance, of at least two (2) locations, to be decided by the Director of Engineering and Operations, of each type of water main pipe, hydrant lead, service lateral, tee, valve, bend, connection, and other appurtenances.

ii) Hydrostatic Pressure Test, as described in the latest version of the City’s Watermain Commissioning Protocol and as per OPSS.MUNI 441, shall be performed on the entire water distribution system.

iii) Based on the reports and results provided to the City, the Director of Engineering and Operations may request to have additional water mains, hydrant leads, service laterals, or associated appurtenances daylighted with the City’s Construction Inspector in attendance, by and at the sole cost of the developer, for further inspection.

iv) Based on the reports and results provided to the City, the Director of Engineering and Operations may request that Closed-Circuit Television (CCTV) Inspection, as per OPSS.MUNI 409, be performed on the water mains, hydrant leads, or associated appurtenances to ensure that the pipes are free from obstructions, debris, and defects.

v) Any defects identified in the inspections shall be corrected by and at the sole cost of the developer. Following the corrective work, the respective water mains, hydrant leads, service laterals, or associated appurtenances shall be re-inspected and the new reports and results shall be submitted to the City for review.

b) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blow-offs and ground hydrants as may be required for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Engineering and Operations or the Region of Niagara Public Works Department and the Ministry of the Environment if required, and the construction and materials used therein shall be in accordance with the City’s most recent specifications therefor.

c) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Port Colborne Fire Department and the Director of Engineering and Operations.

d) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.

e) All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City Standards and to the satisfaction of the Director of Engineering and Operations prior to approval of the Completion Certificate for Primary Services.

f) The Developer shall, prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, supply the Director of Engineering and Operations with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

21. Sidewalks

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

22. Fencing

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

23. Street and Traffic Signs

a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Engineering and Operations during the construction period.

b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Engineering and Operations. The Developer shall be responsible to install all permanent street and traffic signs to the current standards of the City.

24. Electrical Distribution System and Street Lighting

a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by CNPI and the Director of Engineering and Operations. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director of Engineering and Operations. The cost of providing such facilities shall be borne by the Developer.

b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.

c) Prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Primary Services the City will assume the street lighting system into the City's street light inventory.

d) The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

25. Utility Services

All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed and constructed prior to the Director of Engineering and Operations approving the Certificate of Completion for Primary Services

26. Mail Delivery

a) The Owner agrees to install a concrete pad at final approved grade in accordance with the requirements of Canada Post to facilitate the installation of Community Mail Boxes. The location of the concrete pads are subject to approval by Canada Post and the Engineer.

b) The Owner agrees to identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.

c) The Owner agrees to determine the location of all centralized mail facilities in cooperation with Canada Post and to post the location of these sites on appropriate maps, information boards and plans.

27. Tree Plantings

a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the City, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:

i) The Owner agrees to plant one tree in the front yard of each lot within the plan, 1.5 metres from the front lot line. The location shall be on private property and not interfere with the alignment of the services to the property.

ii) Trees shall be 50 millimetres caliper or more and a height of 1.8 metres or more, balled and bur lapped at planting and be of such varieties as Red Maple, Common Hackberry, Kentucky Coffeetree, Tulip Tree, Redspire Ornamental Pear, Princeton Sentry Gingko or such other compatible variety, as approved by the City.

b) In accordance with Schedule "J" annexed hereto, prior to registration of this Agreement by the City, the Developer shall provide a security in the form of a Letter of Credit to the City for Tree Planting within the subdivision, to cover the cost of purchasing, planting and maintaining trees within the Plan.

28. Driveways

a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Engineering and Operations.

b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.

29 . Landscaping

a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services.

b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the City issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

30. Subdivision Grading and Drainage

a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:

i) the City has agreed in writing to such alteration or removal; and

ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.

b) Prior to execution of this Agreement by the City or commencing any phase of development, and in accordance with the City's Lot Grading and Drainage Policy, By-Law No. 2464/80/90 and amendments thereto, the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance the City's Lot Grading and Drainage Policy, By-Law 2464/80/90 and amendments thereto.

c) The following grading works shall be completed prior to the issuance of any Building Permits:

i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Engineering and Operations for the Plan of Subdivision, subject to weather conditions; and

ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.

d) If drainage problems arise which are as a result of non-compliance with the requirements of By-Law 2464/80/90 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not paid shall be paid to the City forthwith after being incurred

by the City, the City may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

e) The Developer shall deposit with the City as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "J" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 2464/80/90 and amendments thereto.

f) Upon completion of the Works and acceptance by the City of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's Grading Deposit, less any cost for remedial work undertaken by the City.

31. Lot Grading and Drainage

a) Prior to the issuance of a Building Permit for a Lot, the Developer or the Building Permit applicant shall submit to the City three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.

b) Prior to issuance of a building permit for a Lot, the Developer or Building Permit applicant shall submit to the City as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of $2,000.00 per Lot.

c) Upon acceptance of the Grading Conformance Certificate by the City, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.

d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded, and/or seeded. Sodding and/or seeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.

e) Upon completion of the grading as noted in Section 31. a) of this Agreement, prior to landscaping or fencing, the Developer shall submit to the City one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This "as constructed" Lot Grading Plan shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor.

f) Once the "as constructed" grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the City, shall be accepted and dated by the City, as the "Grading Conformance Certificate."

g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Engineering and Operations or the Chief Building Official.

32. Foundation Drains

The Developer agrees that foundation drains shall be pumped by a sump pump in each house to grade.

33. Roof Water

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2

metres away from the structure and must direct the flow away from the building, not onto walks or driveways and not towards adjacent property.

34. Minimum Basement Elevations

If required, the Developer agrees to submit a plan for approval to the Director of Engineering and Operations, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

35. That Clauses 8, 13, 14, 16 & 17 from the Original Subdivision Agreement be deleted and replaced with the following:

36. BY-LAW(S), DOCUMENTATION AND REGISTRATION

a. Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.

b. The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.

c. If required, the Developer's solicitor, at the sole expense of the Developer, shall:

   i. provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;

   ii. certify title to the City in a signed Certificate of Title;

   iii. have all documentation signed by the Developer, Charges, and other necessary parties;

   iv. sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;

   v. deliver all executed documentation to the City; and

   vi. attend to registration of all documentation, at the Developer's expense, required by this Agreement.

d. Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.

e. The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.

f. Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:

   i. the approved Plan of Subdivision; and

   ii. all other documentation related thereto, including without limitation, Cessations of Charge.

g. In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.

h. The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City’s solicitor have been delivered, approved and registered on title to the complete satisfaction of the City’s solicitor.

Permits, Fees, Deposits and Occupancy

37. <u>Building Permits – Issuance</u>

The Developer covenants and agrees not to apply for building permits until:

i. all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Engineering and Operations;

ii. the City has on file an approved Subdivision Grading Plan;

iii. the Developer has completed the following grading works:

i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;

ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the City for the Lands;

iv. the City has on file an approved Proposed Lot Grading Plan;

v. the City is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:

i) Development fees at the prevailing rate as prescribed by The Development Charges By-Law 6733/97/19 and amendments thereto;

ii) the Lot Grading Deposit;

iii) Building Permit application fee;

iv) Plumbing Permit application fee;

v) Water meter fee;

vi) Service Main connection application and fee, if applicable;

vii) Land for park dedication fee; and

viii) Any other fees, deposits or payments required under this Agreement;

vi. the City’s Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;

vii. the City is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time;

viii. the Developer has paid all development charges required by the Development Charges By-Law of the Regional Municipality of Niagara; and

ix. the Developer has otherwise complied with all applicable law.

38. Water Saving Devices

The Developer agrees that all new homes being constructed will utilize water saving devices such as low flow toilets and low flow shower heads, of a standard acceptable to the Director of Engineering and Operations and the Chief Building Official.

39. No Building Permit While In Default

Notwithstanding anything herein contained, the City may refuse to issue building permits if there is an existing default in any of the provisions of this Agreement.

40. Service Main Connections

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the City, completed Connection Permit applications and applicable fees for connection to existing sewer or water mains. No connection shall be made until the Connection Permits are approved by the City's Engineering and Operations Department.

41. Occupancy

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

i. until the Director of Engineering and Operations has approved the Certificate of Completion for Primary Services;

ii. until the City has on file a Grading Conformance Certificate for the Lot; and;

iii. until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

42. Model Units

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 41 herein, prior to a Letter of Occupancy being issued for said units.

43. Water Meters

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

SECURITY DEPOSITS AND CASH PAYMENTS

44. General

a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all City inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "J" annexed hereto prior to execution of this Agreement by the City. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision,** in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City

returns the Letter of Credit in accordance with the provisions of this agreement.

b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.

d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.

e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.

f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer’s Consulting Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Engineering and Operations, on the basis of the Developer’s Engineer’s estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule “J” annexed hereto.

g) From time to time, upon written request, the Developer’s Consulting Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Engineering and Operations may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule “J” annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

45. Cash Payments

Prior to the execution of this Agreement by the City, as security for payment of services to be rendered by the City and its agents as required by this Agreement, and for presently outstanding payments owing to the City, the Developer shall, in accordance with Schedule “J” annexed hereto, deposit with the City cash payment

and cash security as set out in Schedule "J", which security shall include, but not be limited to the following:

1. all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and

2. the City's engineering, administrative, consulting, and inspection costs for this Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the City at the time of signing of this Agreement calculated on the following basis:

   i. 2% of cost of Works

   ii. Further, the Developer's Consulting Engineer shall be required to certify the actual cost of all construction in writing to the Director of Engineering and Operations, who may adjust the amount of inspection fee following construction if the actual construction costs vary from the original estimated costs by an amount greater than ten percent (10%).

3. The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

46. <u>Letter of Credit for On-Site Primary Services</u>

a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of ten percent (10%) of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services, the City shall also be entitled to call upon the said Letter of Credit.

b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

47. <u>Letter of Credit for Off-Site Primary Services</u>

a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit for one hundred percent (100%) of the costs of design and construction of all Primary Services outside the

boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.

b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than one hundred percent (100%) of the estimated cost of uncompleted Off-Site Primary Services plus ten percent (10%) of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty hereinbefore referred to may be released by the Treasurer to the Developer.

48. <u>Letter of Credit for Off-Site and On-Site Secondary Services</u>

a) The Developer shall deposit with the Treasurer of the City, prior to execution of this Agreement, a Letter of Credit in the amount of one hundred and twenty percent (120%) of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.

b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than one hundred and twenty percent (120%) of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Section 44 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

c) The Treasurer shall retain as security for the Maintenance Warranty Period an amount equal to ten percent (10%) of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the City. Upon assumption in accordance with the provisions of this Agreement, the ten percent (10%) Maintenance Warranty herein before referred to may be released by the Treasurer to the Developer.

d) Upon written demand by the Director of Engineering and Operations and upon the Developer making application for release of security, the Developer

shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

i) the date of completion of the subject services;

ii) Works completed to date;

iii) all accounts that have become due and payable in connection with the construction, installatiotificatesn, inspection, repair and maintenance of the subject services have been paid; and

iv) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

49. That Clause 18 of the Original Subdivision Agreement titled Default be deleted and replaced with the following:

DEFAULT

a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

i) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;

ii) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;

iii) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;

iv) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;

v) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or

vi) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.

b) Developer shall be deemed to be in Final Default if:

i) the City receives written notice from the Bank of its intention to not renew the Letter of Credit;

ii) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;

iii) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;

iv) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;

v) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or

vi) the Developer fails to increase security as required by the provisions of this Agreement.

50. That Clause 18 of the Original Subdivision Agreement titled Completion be deleted and replaced with the following:

COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF WORKS

a) Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Engineering and Operations shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the City.

b) Time to Complete Servicing

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

i) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and

ii) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Engineering and Operations.

iii) The Director of Engineering and Operations may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

51. Roads

a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:

i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Engineering and Operations;

ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in

consequence of any such alteration of grade or level; and

iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.

b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Engineering and Operations.

52. <u>Completion Certificate for Primary Services</u>

a) Primary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Primary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer’s Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Primary Services.

b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Primary Services, the documentation listed in Subsection 52(d) must be provided to the Director of Engineering and Operations in a single submission package.

d) The Developer’s Consulting Engineer shall provide to the Director of Engineering and Operations document(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications;

i) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with City standards;

ii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;

iii) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;

iv) Copies of the hydrant test reports and fire flow test reports;

v) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit television;

vi) Copies of the storm and sanitary sewer inspection reports and supporting data and documentation;

vii) Certificate stating that the approved Tree Preservation Plan has been complied with including a Clearance Letter from the Region;

viii) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;

ix) Certificate (<u>Overall Grading Certificate</u>) stating that rough grading and major drainage works or swales have been

completed in accordance with the Subdivision Grade Control Plan;

x) The original Drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD 2012 format using City of Port Colborne Drafting Standards; and

xi) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.

e) The Developer shall provide the Director of Engineering and Operations with:

i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:

1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;

2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and

3. That there are no outstanding debts, claims or liens in respect of such works.

f) Subject to Section 52d) hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and Operations, shall date and approve the Completion Certificate of Primary Services.

53. <u>Completion Certificate for Secondary Services</u>

a) Secondary Services installation will not be considered complete by the City until an inspection has been made by the Director of Engineering and Operations or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Engineering and Operations. The Director of Engineering and Operations shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Engineering and Operations, prior to the approval of the Completion Certificate for Secondary Services.

b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

c) Prior to the Director of Engineering and Operations approving the Completion Certificate for Secondary Services, the documentation listed in Section 53d) must be provided to the Director of Engineering and Operations in a single submission package.

d) The Developer's Consulting Engineer shall provide to the Director of Engineering and Operations:

i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and

ii) If required, the original Drawings showing each of the said works as constructed together with electronic drawing files in

AutoCAD 2012 format using City of Port Colborne Drafting Standards.

e) The Developer shall provide the Director of Engineering and Operations with a Statutory Declaration from the Developer in a form satisfactory to the Director of Engineering and Operations setting out the Works completed and verifying:

i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;

ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and

iii) that there are no outstanding debts, claims or liens in respect of such works.

f) Subject to Subsection 36 hereof, upon receipt of the required documentation and the Director of Engineering and Operations' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Engineering and Operations shall date and approve the Completion Certificate for Secondary Services.

54. <u>Maintenance of the Subdivision</u>

a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Engineering and Operations.

b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Engineering and Operations until Council passes an Assumption By-Law for Secondary Services.

c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.

d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Warranty Period and shall repair in a permanent manner satisfactory to the Director of Engineering and Operations any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.

e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Engineering and Operations, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Engineering and Operations shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of two (2) years or until the Director

of Engineering and Operations approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Warranty Period").

g) The Maintenance Warranty Period for Primary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Primary Services.

h) The Maintenance Warranty Period for Secondary Services shall commence on the date the Director of Engineering and Operations approves the Completion Certificate for Secondary Services.

55. Certificate of Final Acceptance

a) Upon expiration of the two (2) year Maintenance Warranty Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Engineering and Operations, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Engineering and Operations shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule "C" of the Certificate of Final Acceptance have been met.

b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Engineering and Operations approving the Certificate of Final Acceptance for Secondary Services.

c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Engineering and Operations the Maintenance Warranty Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Engineering and Operations.

d) The Director of Engineering and Operations may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Engineering and Operations, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

56. Assumption of Municipal Services

a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:

i) an Assumption By-Law for Primary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Primary Services; and

ii_ an Assumption By-Law for Secondary Services after the Director of Engineering and Operations approves the Certificate of Final Acceptance for Secondary Services.

b) The Assumption By-Law for Primary Services shall not include the following Primary Services:

i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and

ii) the Utility Services other than the streetlights.

c) The Assumption By-Law for Secondary Services shall include the j following Primary/Secondary Services:

iv) finished streets and roadways as constructed by the Developer within the Plan of Subdivision; and

v) all Secondary Services constructed by the Developer in accordance with the approved Plans and this Agreement.B

57. INTERPRETATION

It is hereby agreed that in construing this Agreement the words “Developer” and the personal pronoun “he”, “it”, “his” or “him” relating thereto and used therewith, shall be read and construed as “Developer or Developers”, and “he”, “she”, “it” or “they”, “his”, “hers”, “its” or “their”, and “him”, “her”, “it” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

1399908 ONTARIO LTD.

WITNESS

RAY KHANNA
I HAVE THE AUTHORITY TO BIND THE CORPORATION

1379296 ONTARIO INC.

Sunil Gupta

WITNESS

ELAINE HRISTOVSKI
I HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF PORT COLBORNE, Per:

WILLIAM C. STEELE, MAYOR

AMBER LAPOINTE, CLERK

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE “A”

Description of Lands

Lots 48 to 75 inclusive Registered Plan 59M-195 City of Port Colborne, Regional Municipality of Niagara.

SCHEDULE “B”

Lands Conveyed for Public Purposes

The Developer shall convey free and clear of all encumbrances and at their own expense, easements to the City, over, under and through the following:

Easements
Parts 7 to 13 inclusive for storm drainage purposes laid out on reference plan 59R-15883, prepared by Kirkup, Mascoe & Ure Surveying Ltd, June 22, 2017.

Parts 1 to 5 inclusive for storm drainage purposes laid out on reference plan 59R-16623, prepared by Kirkup, Mascoe & Ure Surveying Ltd., January 30, 2020.

SCHEDULE “C”

Additional Site Conditions

1. The Developer agrees immediately after the registration of this Agreement, to deliver to the City executed transfers of easements and executed deeds of conveyance sufficient to vest in the City, or where applicable, in any other public authority or person, absolute title in fee simple, free and clear of all liens, charges, encumbrances and easements, the lands as set out in Schedule “B”.

2. The Developer agrees to provide the City with a copy of all documentation for installation of services, including drawings, spreadsheets and forms. This includes digital copies of all drawings in “.dwg”, “.pdf” and “.shp” formats, with the .pdf copy being full size, scalable and stamped, signed and dated by the Developer’s Consulting Engineer to the satisfaction of the Director of Engineering and Operations.

3. The Developer agrees to install the Temporary Swales as shown on Drawing Number 227-GP as part of Stage 1 to ensure drainage for Stage 1 functions until servicing is completed on Stage 2 lands.

SCHEDULE “D”

Roads

The Developer shall clear, excavate and grade the full width of all road allowances within the subdivision, to the City’s standard road cross-section and to the grades approved by the Engineer. The Developer shall dispose of all brush, rubble and surplus material resulting from this operation. The Developer shall construct, as part of the primary services as per roadways identified in Appendix “A”.

SCHEDULE “E”

Sanitary Sewers

The Developer shall construct a sanitary sewer system or systems including all trunk sewer extensions necessary to service the proposed development. All sewers shall be installed in the locations and at the grades and elevations the Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with City, Region, and the Ontario Ministry of the Environment’s design criteria. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed by the Engineer. PVC sewer pipe shall be used for all local and minor collector sewers except where otherwise specified by the Engineer; a minimum pipe size for local sewers 200 mm diameter. The City’s standard manholes of a type approved by the Engineer shall be poured or placed at a minimum spacing of 106 m.

Private Drain Connections

The Developer shall construct separate sanitary sewer connections (laterals) to serve each lot. Sanitary sewer laterals shall be a minimum 100 mm diameter PVC building sewer pipe with proper fittings as designed by City’s construction standards.

Only domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing such lot.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer. Joint use of either the storm or sanitary lateral trenches will be permitted for the installation of water service connections subject to the City’s approval.

SCHEDULE “F”

Storm Sewers and Surface Drains

The Developer shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. All sewers shall be installed in such locations, grades and depths as the Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area the proposed development is located in. The storm sewer shall be designed to accommodate all roof water and surface run-off from roads and properties.

Concrete pipe of the gasket joint, or other approved type, shall be used, minimum pipe size for storm sewer 300 mm diameter, except where otherwise specified by the Engineer.

Private Drain Connections

The Developer shall construct separate storm sewer connections (laterals) to serve each lot. Storm sewer laterals shall be a minimum 125 mm diameter PVC building sewer pipe with proper fittings as designated by City’s construction standards.

The foundation drains shall be collected in a sump from which they will be pumped and discharged to the surface in such a manner that any water collected shall drain away from the foundation. In no case shall the foundation drains be connected to the sanitary sewer lateral. Foundation drain connections may be made to the storm sewer lateral provided such connections are made at a point above the finished elevation of the ground adjacent the building.

Roof water from any building constructed on any lot shall be discharged directly to the ground through rain water leaders.

Where there is a difference in elevation of the storm and sanitary sewer lateral, these shall be constructed in separate trenches and, in other cases, shall be constructed in accordance with the direction of the Engineer. Joint use of either the storm or sanitary lateral trenches will be permitted for the installation of water service connections subject to the City’s approval.

SCHEDULE "G"

Watermains

The Developer shall construct a complete watermain system or systems, and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be prepared and/or approved by the City and constructed in accordance with its specifications. All watermains shall be sufficient size to service the subdivision, and the lands outside the subdivision, which will require the use of the subdivision's watermains as trunk or feeder mains.

The Developer shall be responsible for any damage causing to such watermains and appurtenances that may occur during construction of buildings on the lands and during the grading of same.

The Developer shall ensure that all service boxes located on the street line shall be adjusted to meet the finished boulevard elevation at the time of final grading of the boulevards and sodding.

The Developer agrees to obtain and comply with the necessary City watermain approvals to connect to the existing municipal water service.

The Developer will need to comply with the City's most recent commissioning plan at the date of construction.

SCHEDULE “H”

Sidewalks

The Developer shall construct and pay the cost of concrete sidewalks along the roads as shown hereunder. The said sidewalks are to be constructed to the satisfaction of the City and the specifications as required by the Engineer and shall be 1.5 m in width and 125 mm in thickness per Drawing Number 227-GSP.

1. Along the north, south and east side of Oriole Crescent along the

    - South and west side of Lot 69
    - West sides of Lots 70 to 73
    - West and north side of Lot 74
    - North side of Lot 75
    - South side of Lot 38, Apollo Drive
    - North side of Lot 58, Apollo Drive

SCHEDULE “I”

Streetlights

The Developer shall construct and pay the cost of a streetlighting network on Oriole Crescent. The streetlights will be installed as per approved design by Canadian Niagara Power Company Inc., in accordance with all applicable City standards as per Appendix “A” Drawing Number SL-1 by RTG Systems Inc. The Developer will supply the City with 3 spare fixtures including but not limited to poles, arms, luminaires and mounting hardware for replacement inventory.

The Developer shall install the most recent City approved fixtures.

SCHEDULE "J"

Subdivision Deposit

NAME OF SUBDIVISION: Meadow Heights Phase II – **Stage 1**
OWNER: 1399908 ONTARIO LTD.

CONSTRUCTION COST YEAR: 2020

		DEPOSIT	Letter of Credit	Cash Deposit
1.	General	$74,950.00	$74,950.00	
2.	Primary Services (Security for Construction Lien Act)	$864,435.75	$86,443.57	
3.	Secondary Services (120% Deposit)	$213,690.00	$213,690.00	
4.	Inspection Charges	$23,000.00 (received)		$8,312.00
5.	Street Lighting & Hydro	$38,335.00	$38,335.00	
6.	Tree Planting	$10,500.00	$10,500.00	
7.	Street Name Signs	$2,000.00		$2,000.00
8.	Sewer Cleaning	$18,360.00	$18,360.00	
9.	Lot Grading	$52,000.00	$52,000.00	
			$494,278.57	$10,312.00

10. Details of Letters of Credit and Cash Deposit

Remittance of cash deposit of $8312.00 should be made payable to The Corporation of the City of Port Colborne and the Letters of Credit should be drawn as follows:

City of Port Colborne (General)	$74,950.00
City of Port Colborne (Primary Services)	$86,443.51
City of Port Colborne (Secondary Services)	$213,690.00
City of Port Colborne (Street Lighting & Hydro)	$38,335.00
City of Port Colborne (Tree Planting)	$10,500.00
City of Port Colborne (Sewer Cleaning)	$18,360.00
City of Port Colborne (Lot Grading)	$52,000.00

11. Details of Deeds Required

Parts 1 to 13 on Plan 59R-15883 and Parts 1 to 5 on Plan 59R-16623 inclusive for storm drainage purposes (to City)

NOTE: A signed Inhibiting Order must accompany this subdivision agreement. Further confirmation of the partial discharge of any mortgage or other encumbrance affecting the lands being conveyed to the City or Region must be provided to the City or Region.

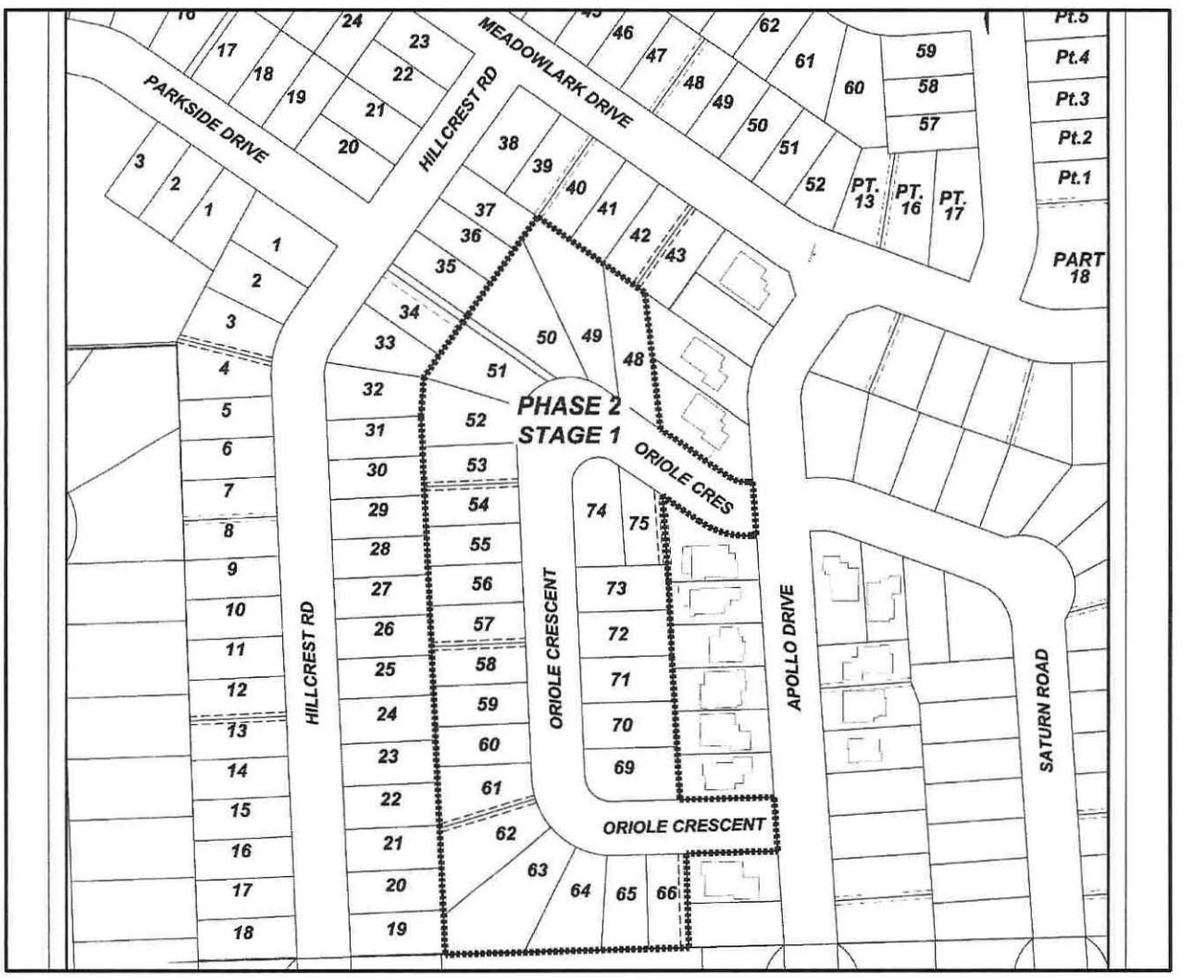
12. Details of Easments Required

None.

NOTE: Should any of the following land be encumbered with mortgages, etc. the mortgages must consent to the documents.

SCHEDULE “K”

Subdivision Phase 2, Stage 1



Excerpt from Meadow Heights Phase 2, Stage 1

APPENDIX “A”

Plans, Profiles and Specifications

1. General Notes and Details, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-GND.

2. Plan & Profile – Oriole Crescent from STA – 0+000 to 0+160, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-PP1.

3. Plan & Profile – Oriole Crescent from STA 0+160 to 0+320, prepared by Upper Canada Consultants, dated April 9, 2020, Drawing Number 227-PP2.

4. Design Cross Sections 1 to 4, Meadow Heights, Phase 2, prepare by Upper Canada Consultants, dated April 9, 2020, Drawing Numbers 227-XSC1 to XSC4.

5. General Servicing Plan 227-GSP

6. General Grading Plan 227-GP

7. General Streetscaping Plan 227-SS

The Corporation of the City of Port Colborne

By-law No._____

Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with West Pier Inc. for the purchase of 15 King Street

Whereas at its meeting of July 14, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Report 2026-118 Subject: Purchase of 15 King Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with West Pier Inc. regarding the purchase of 15 King Street; and

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

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with West Pier Inc. regarding the purchase of 15 King Street.

2. That the Mayor and the City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule ‘A’, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

3. That the Mayor and City Clerk be and they are hereby authorized to make changes to the purchase agreement (ie. closing date) which are not material and do not impact the purchase price.

Enacted and passed this 14th day of July, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule 'A'

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Purchaser**")

- and -

WESTPIER INC.
the "**Vendor**")

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

1. **Real Property**

Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises municipally known as 15 King Street, Port Colborne and legally described as PT LT 28 CON 1 HUMBERSTONE AS IN RO779773; PORT COLBORNE, being all of PIN 64457-0102 (LT) (the "**Property**").

2. **Payment of Purchase Price**

The purchase price for the Property is ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) (the "**Purchase Price**") plus Harmonized Sales Tax ("**H.S.T.**"), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) Dollars by wire transfer or certified cheque drawn against the trust account of Flett Beccario, as the Vendor's solicitors (the "**Deposit**"). The Deposit will be held in trust pending completion or other termination of this transaction, and it will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) Upon the completion of the transaction contemplated herein (the "**Closing**"), the Purchaser will be pay the sum of ONE MILLION ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS ($1,175,000.00) subject to the usual adjustments, if any.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, save only any easements for servicing or utilities, municipal agreements, registered restrictions, restrictive covenants, municipal by-laws, or governmental enactments. The Purchaser is not to call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser is allowed until ten (10) days prior to Closing to examine the title at their own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and any deposit shall be returned by the Vendor

to the Purchaser forthwith without interest or deduction and the parties shall have no other liabilities to each other. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

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

5. Purchaser's Acceptance of Real Property "As Is, Where Is"

(a) The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties with respect to the Property or the fitness of the Property for the Purchaser's intended uses, and, the Property is being sold by the Vendor and accepted by the Purchaser on an "As Is, Where Is" basis, including without limitation, state of title, outstanding work orders, zoning and development approval status, locations of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachments by buildings or fences or otherwise on the Property or adjoining properties or streets, soil condition, environmental status and as to quantity, quality or condition.

(b) The Purchaser agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Property, or any part thereof, into such compliance.

6. Lease

On Closing, the Purchaser (referred to in this paragraph 6 as the "**Landlord**"), as landlord, and the Vendor (referred to in this paragraph 6 as the "**Tenant**"), as tenant, will enter into a lease (the "**Lease**") which will contain the following terms:

(a) The term will start on the Closing Date and it will end on the earlier of the following dates:

a. Thirty (30) months following the Closing Date;

b. Thirty (30) days after the Tenant is lawfully able to occupy the new industrial facility being constructed for the Tenant's use on Invertose Drive, Port Colborne (the "**Industrial Facility**");

c. The Tenant covenants to use its best efforts, and take such steps as are necessary, to cause the completion, and begin its occupancy, of the Industrial Facility; and

d. Thirty (30) days after the Tenant delivers a notice of termination to the Landlord.

(b) The base rent under the Lease will be $2.00 per year. This Lease will be a net lease and the Tenant agrees to pay, as additional rent, its cost of operation and maintenance of the Property, including, without limiting the generality of the foregoing, all utilities, realty taxes, maintenance and insurance attributable to the Property;

(c) The Landlord is not responsible for making, or paying for the cost of, any capital repairs or improvements; and

(d) Such other terms as are typically included in the Landlord's standard form of lease, which will be prepared by the Landlord's solicitor.

7. Future Use

The Vendor acknowledges and agrees that the Purchaser is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property, or any other lands that may be occupied or owned by the Vendor.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the 27th day of August, 2026 (the "**Closing Date**").

9. Adjustments, Harmonized Sales Tax and Land Transfer Tax

Realty taxes, local improvements, and assessment rates shall be apportioned and allowed to the Closing Date (with the Closing Date to be for the account of the Purchaser). H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provides to the Vendor an H.S.T. number as proof that it is an H.S.T. registrant under the *Excise Tax Act* ("**ETA**"), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

10. Closing Documents

(a) The Vendor and Purchaser shall cause their respective solicitors to enter into a Document Registration Agreement in prescribed form and content to facilitate the electronic registration required for Closing.

(b) The Vendor represents and warrants that it is not now and shall not at the time of Closing be a non-resident of Canada within the meaning of the *Income Tax Act* (Section 116), and, it shall deliver on closing an affidavit verifying same.

(c) In addition to the other deliveries contemplated herein, the Vendor shall prepare and deliver the Transfer, save for the Land Transfer Tax Statements, and, the parties shall exchange, Undertakings to Readjust and Statement of Adjustments, as necessary.

(d) The Vendor and Purchaser acknowledges and agrees that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Vendor and Purchaser, will (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

11. Non-Merger

It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the Closing of the transaction or the delivery of the transfer but shall survive thereafter.

12. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser, or, by their respective lawyers who may be specifically authorized in that regard.

13. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

14. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired on the Closing Date, and, it shall be sufficient that a negotiable bank draft or certified cheque may be tendered in lieu of cash.

15. Non-Fettering

(a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Purchaser's determinations or actions in the capacity of the Purchaser as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.

(b) All rights, benefits and obligations of the Purchaser under this Agreement shall be rights, benefits and obligations of the Purchaser in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Purchaser in its function and capacity as a municipal corporation with respect to matters of general application.

16. Non-Registration

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledges that in the event that any registration respecting this Agreement or notice thereof occurs, the Vendor, in addition to any other rights or remedies it may have, shall be entitled to injunctive relief, and the Vendor may rely upon this provision in support thereof.

17. Business Day

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

18. Severability

If any provision contained herein shall be found by a court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

19. Notices

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or registered mail to the address set out below or to such other address or facsimile number as may from time to time be the subject of a Notice:

To the Vendor:

WestPier Inc.
577 Elm Street, P.O. Box 267
Port Colborne, ON, L3K 1B7

Attention: Rick Huneault

To the Purchaser:

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

Attention: Chief Administrative Officer

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by registered mail, shall be deemed to have been validly and effectively given and received five (5) business days after the date it was sent, and if sent by facsimile transmission with confirmation of transmission prior to 5 p.m., shall be deemed to have been validly and effectively given and received on the day it was sent, unless the confirmation of transmission was after 5 p.m. or on a non-business day, in which case it shall be deemed to have been given and received on the next following business day.

20. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

21. Counterparts and Electronic Delivery

The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

22. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained, open for acceptance by the Vendor until 5 p.m. on _____, 2026, after which time, if not accepted, such offer shall become null and void.

[**next page is signature page**]

IN WITNESS WHEREOF the Purchaser have executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

WESTPIER INC.

Per: _____
Name: Rick Huneault
Title: President

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 Authorize entering into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming) for the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344

Whereas at its meeting of July 14th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-85, Disposition of City Property Invertose Parcel A – Agreement of Purchase and Sale; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming), for the sale of the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344 for the sale price of $1,200,000 and associated fees;

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with PWG Invertose Inc. (also known as The Primeway Group, Owner Keith Cumming), for the City parcel legally described as Part of Lot 27 Concession 3, Part of the Road Allowance Between Lots 26 & 27 (closed by By-Law No.567 as described in Inst. BB53056) Geographic Township of Humberstone, now in the City of Port Colborne, being Part 1 on Plan 59R-18344, with the said Agreement attached hereto as Schedule “A”.

2. That the Mayor, 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 herby authorized to affix the Corporate Seal thereto.

3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-Law.

4. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this 14th day of July, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of the 16th day of February, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

PWG INVERTOSE INC.
(the "**Purchaser**")

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

1. **Real Property**

Upon and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to and with the Vendor to purchase, and the Vendor agrees to and with the Purchaser to sell, those lands and premises described as PART OF LOT 27 CONCESSION 3 HUMBERSTONE; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 26 AND 27 HUMBERSTONE (CLOSED BY BY-LAW 567 AND DESCRIBED IN INSTRUMENT NO. BB53056); DESIGNATED AS PART 1, PLAN 59R-18344; PORT COLBORNE, being part of PIN 64137-0274 (LT) (the "**Property**"); and

2. **Payment of Purchase Price**

The purchase price for the Property is ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) (the "**Purchase Price**") plus Harmonized Sales Tax ("**H.S.T.**"), payable as follows:

(a) Within two (2) business Days after the acceptance date of this Agreement by the Vendor, the Purchaser shall pay ONE HUNDRED AND TWENTY-THOUSAND ($120,000.00) Dollars by wire transfer or certified cheque to Flett Beccario, In Trust, as the Purchaser's solicitors (the "**Deposit**"). The Deposit will be held in trust pending completion or other termination of this transaction, and will be credited on account of the Purchase Price on the Closing Date. The Deposit will not be invested in an interest bearing account; and

(b) On closing, the sum of ONE MILLION EIGHTY-THOUSAND DOLLARS ($1,080,000.00), subject to the usual adjustments, if any, payable by wire transfer or a certified cheque drawn against the trust account of a law firm in Ontario, to the Vendor, or as it may direct, on the Closing Date.

3. **Title Clause**

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

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within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the Property.

4. Assignment

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

5. Conditions

The Vendor's obligation to complete the transaction of purchase and sale contemplated under this Agreement is conditional for a period of sixty (60) days after the date of acceptance of this Agreement (the "**Conditional Date**") upon the Vendor being satisfied in its sole, absolute and unfettered discretion with respect to each of the following (the "**Vendor's Conditions**"):

(a) the Purchaser has entered into a lease with Westpier Marine & Industrial Supply Inc., or one of its affiliated corporations, following Closing for a term of at least five (5) years and which allows for the tenant to occupy the industrial building to be constructed on the Property; and

(b) the Purchaser will have submitted an application for Site Plan Approval with respect to the Purchaser's proposed construction of an industrial building on the Property.

The foregoing conditions are for the sole benefit of the Vendor and may be waived by the Vendor in its sole, absolute and unfettered discretion in whole or in part by written notice to the Vendor or its solicitors. In the event that notice of the satisfaction or waiver of this condition has not been provided in writing by the Vendor to the Purchaser, or the Purchaser's solicitors, prior to 5 pm on the Conditional Date, then this Agreement shall come to an end upon which it is agreed that neither party shall have any further rights or obligations hereunder and the Deposit will be returned to the Purchaser without deduction.

6. Purchaser's Acceptance of Real Property "As Is, Where Is"

(a) The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties with respect to the Property or the fitness of the Property for the Purchaser's intended uses, and, the Property is being sold by the Vendor and accepted by the Purchaser on an "As Is, Where Is" basis, including without limitation, state of title, zoning and development approval status, locations of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachments by buildings or fences or otherwise on the Property or adjoining properties or streets, soil condition, environmental status and as to quantity, quality or condition.

(b) The Purchaser agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Property, or any part thereof, into such compliance. Notwithstanding the foregoing, the Vendor agrees to provide the Purchaser with an up-to-date topographical survey of the Property prior to the Closing Date.

7. Environmental

(a) The Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances,

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liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "**Environmental Matters**") and that the Purchaser takes the Property "as is" and relies upon their own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns and its employees and agents (collectively, the "**Vendor Parties**"), will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Vendor Parties in respect of any Claims in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any municipal, provincial, federal or other governmental body, board, commission, authority, department or ministry, or employees, officials or representatives thereof.

(b) As of and from the Closing Date, the Purchaser shall release the Vendor Parties, and their successors and assigns, from and against all Claims, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the "**Substances**"), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.

(c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor Parties, and their successors and assigns, from any and all Claims arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. These provisions shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser's interest in the Property.

8. Future Use

(a) The Vendor and Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

(b) The Purchaser acknowledges and agrees that the Vendor is under no obligation by virtue of the sale of the Property to the Purchaser, to grant any approvals, including approvals for changes to the City of Port Colborne Official Plan or Comprehensive Zoning By-law, or with respect to site plan control, minor variances, or building permits, or to support approvals required by any other approval authority which may be necessary for any contemplated use of the Property by the Purchaser.

9. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the 30th day following the delivery of a notice of fulfillment of all conditions (the "**Closing Date**").

10. Adjustments, Harmonized Sales Tax and Land Transfer Tax

The Purchaser will pay for the Vendor's legal costs incurred in connection with this transaction. Realty taxes, local improvements, and assessment rates shall be apportioned and allowed to the Closing Date (with the Closing Date to be for the account of the

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Purchaser). H.S.T. shall be in addition to the Purchase Price. The Vendor will not collect H.S.T. only if the Purchaser provide to the Vendor an H.S.T. number as proof that they are both H.S.T. registrants under the *Excise Tax Act* ("**ETA**"), together a warranty and indemnity, satisfactory to the Vendor acting reasonably, certifying, among other things, that the Purchaser will self-assess and remit the H.S.T. payable and file the prescribed form required under the ETA. The foregoing warranties shall not merge but shall survive the completion of the transaction. The Purchaser shall be responsible for Land Transfer Tax exigible respecting the transaction.

11. Closing Documents

(a) The Vendor and Purchaser shall cause their respective solicitors to enter into a Document Registration Agreement in prescribed form and content to facilitate the electronic registration required for closing.

(b) The Vendor represents and warrants that it is not now and shall not at the time of closing be a non-resident of Canada within the meaning of the *Income Tax Act* (Section 116), and, it shall deliver on closing an affidavit verifying same.

(c) The Purchaser agrees to sign and deliver the Re-Conveyance Agreement attached as Schedule "A" hereto. This Re-Conveyance Agreement will be registered on title to the Property on Closing in priority to any charges, liens or other encumbrances.

(d) In addition to the other deliveries contemplated herein, the Vendor shall prepare and deliver the Transfer, save for the Land Transfer Tax Statements, and, the parties shall exchange, Undertakings to Readjust and Statement of Adjustments, as necessary.

(e) The Vendor and Purchaser acknowledges and agrees that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Vendor and Purchaser, will (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

12. Non-Merger

It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the closing of the transaction or the delivery of the transfer but shall survive thereafter.

13. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser, or, by their respective lawyers who may be specifically authorized in that regard.

14. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

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15. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired on the Closing Date, and, it shall be sufficient that a negotiable bank draft or certified cheque may be tendered in lieu of cash.

16. Non-Fettering

(a) Nothing in this Agreement shall derogate from, interfere with or fetter the discretion of any present or future Council in the exercise of its decisions or in the Vendor's determinations or actions in the capacity of the Vendor as a municipal corporation, or the rights of the municipality to act or refuse to act in connection with its approval, regulatory or inspection rights as a regulator or municipal corporation.

(b) All rights, benefits and obligations of the Vendor under this Agreement shall be rights, benefits and obligations of the Vendor in its capacity as a party to this Agreement, but notwithstanding the other provisions of this Agreement, shall not derogate or interfere with or fetter the rights, benefits, and obligations of the Vendor in its function and capacity as a municipal corporation with respect to matters of general application. Without limiting the generality of the foregoing, nothing in this Agreement constitutes a waiver or exception of or from the Purchaser from complying with, obtaining and being subject to all necessary consents, permits, licenses or approvals from the Vendor in its capacity as a municipal corporation, in connection with any design, construction or development of anything on the Property.

17. Non-Registration

The Purchaser agrees not to register this Agreement nor notice thereof against the title to the Property. The Purchaser acknowledge that in the event that any registration respecting this Agreement or notice thereof occurs, the Vendor, in addition to any other rights or remedies it may have, shall be entitled to injunctive relief, and the Vendor may rely upon this provision in support thereof.

18. Business Day

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

19. Severability

If any provision contained herein shall be found by a court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

20. Notices

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or registered mail to the address set out below or to such other address or facsimile number as may from time to time be the subject of a Notice:

To the Vendor:

KMC

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

Attention: Chief Administrative Officer

To the Purchaser:

125 Hagar St.,
Welland, ON L3B 5V9

Attention: Keith Cumming

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by registered mail, shall be deemed to have been validly and effectively given and received five (5) business days after the date it was sent, and if sent by facsimile transmission with confirmation of transmission prior to 5 p.m., shall be deemed to have been validly and effectively given and received on the day it was sent, unless the confirmation of transmission was after 5 p.m. or on a non-business day, in which case it shall be deemed to have been given and received on the next following business day.

21. Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement. The Purchaser shall be entitled to assign all of its rights under this Agreement to another person or entity, provided that the assignee is related to the Assignor within the meaning of the *Income Tax Act* (Canada) and the assignee covenants to be bound by the terms of this Agreement as if it were an original signatory thereto.

22. Counterparts and Electronic Delivery

The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

23. Offer Open for Acceptance

Once executed by the Purchaser and delivered to the Vendor or its representative, this document shall constitute an irrevocable offer to purchase the Property on the terms and conditions herein contained, open for acceptance by the Vendor until 5 p.m. on February 24, 2026, after which time, if not accepted, such offer shall become null and void.

[**next page is signature page**]

KMC

IN WITNESS WHEREOF the Purchaser have executed this Agreement the 16th day of February, 2026.

PWG INVERTOSE INC.

Per: Keith M. Cumming
Name: Keith Cumming
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the Vendor has executed this Agreement the 17th day of February, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"

[Re-conveyance Agreement]

RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the 16th day of February, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**City**")

- and -

PWG INVERTOSE INC.
(the "**Purchaser**")

RECITAL:

A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2026 authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands legally described as PART OF LOT 27 CONCESSION 3 HUMBERSTONE; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 26 AND 27 HUMBERSTONE (CLOSED BY BY-LAW 567 AND DESCRIBED IN INSTRUMENT NO. BB53056); DESIGNATED AS PART 1, PLAN 59R-18344; PORT COLBORNE, being part of PIN 64137-0274 (LT) (the "**Property**"), and, subject to the City reserving the right to a re-conveyance of the Property.

B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

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

1. <u>RIGHT TO RE-CONVEYANCE</u>

(a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the construction of an industrial building within eighteen (18) months of registration of the Transfer of the Property from the City to the Purchaser, and which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. obtain building permits and begin construction of an industrial building within thirty (30) months of registration of the Transfer of the Property;

(b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 1(a)(I) and (II).

(c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.

(d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 1(a) or (b), it shall do so for the sum of ONE MILLION TWO

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HUNDRED THOUSAND DOLLARS ($1,200,000.00), subject to adjustments for the amount of any taxes then due and owing against the Property plus the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser.

(e) On the date which is thirty (30) days after the City exercises its right to receive a re-conveyance of the Property (the "**Closing Date**"), the Purchaser will convey the Property to the City subject to the terms provided for in this Agreement. The Purchaser shall give vacant possession of the Property to the City on the Closing Date.

(f) In addition to Section 1(e) above, the Purchaser undertakes to obtain and register good and valid discharges and/or releases of all liens, charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option to purchase the Property. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such liens, charges or other encumbrances.

(g) The City agrees to postpone the right of re-conveyance to a mortgage that is registered to secure the necessary financing to the Purchaser to fund the construction of the proposed industrial building on the Property, subject to the following:

I. the Purchaser covenants to provide a binding loan agreement with the construction lender and such other loan documents that the City may reasonably request; and

II. based on the review of the documents provided for in paragraph (1) above, the City is satisfied that the mortgage to be postponed is for construction of the proposed industrial building and all necessary site works on the Property that has been approved by the City in a Site Plan Agreement referred to in Section 1(a)(I) of this Agreement.

2. SALE BY PURCHASER OF PROPERTY WITHIN TWO YEARS

The Purchaser shall not be permitted to sell, convey, assign, or transfer the Property or any part thereof to a non-arm's length person or entity within two (2) years after closing of the purchase of the Property or enter into any agreement with any third party to effect any of the foregoing (all of the foregoing being referred to as a "**Transfer**") unless the Purchaser complies with the following:

(a) In the event the Purchaser receives an offer for the Transfer of the Property for an amount of the sale price in excess of $1,200,000 and there has been no building or significant structure built on the Property (as is determined by the City in its sole discretion), the Purchaser shall be permitted to Transfer the Property provided that it pays to the City an amount equal to fifty percent (50%) of the purchase price in excess of $1,200,000. The Purchaser will consent to this restriction being registered on title to the Property immediately after the registration of the aforementioned option to purchase.

3. NON-ASSIGNMENT

The Purchaser shall not have the right to assign this Agreement to any person or other entity without the prior written consent of the City, which consent may be unreasonably denied.

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4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. NOTICES

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

66 Charlotte Street, Port Colborne, ON L3K 3C8
Attention: Chief Administrative Officer
Facsimile: (905) 835-2939
Telephone: (905) 835-2900

(b) **Purchaser:**

125 Hagar St.,
Welland, ON L3B 5V9

Attention: Keith Cumming
Facsimile:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

6. SUCCESSORS AND ASSIGNS

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

7. COUNTERPARTS AND ELECTRONIC DELIVERY

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

KMC

IN WITNESS WHEREOF the Purchaser has executed this Agreement the 16th day of February, 2026.

PWG INVERTOSE INC.

Per: Keith M. Cumming
Name: Keith Cumming
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the 17th day of February, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the City.

The Corporation of the City of Port Colborne

By-Law No. 7232/54/24

Being a by-law to provide for a Section 4 and Section 78 Engineer's Report for Drainage works in the City of Port Colborne In the Regional Municipality of Niagara Known as the Wignell Municipal Drain

Whereas the Wignell Drain is a municipal drain within the limits of The Corporation of the City of Port Colborne, having status under the *Drainage Act R.S.O. 1990;* and

Whereas on the 23rd day of July, 2018, the Council of the City of Port Colborne appointed Paul Marsh, P. Eng of EWA Engineers Inc., to prepare a new report; and

Whereas pursuant to Section 78 of the *Drainage Act,* R.S.O. 1990, the Council of The Corporation of the City of Port Colborne, in the Regional Municipality of Niagara, has procured a report titled Wignell Municipal Drain Report, dated February 9, 2024, prepared by Paul Marsh, P. Eng., of EWA Engineering Inc., which report was filed with the City Clerk on March 28, 2024, containing plans, profiles and assessment schedules for the construction and future maintenance of the Wignell Municipal Drain, and is attached hereto and forms part of this by-law; and

Whereas the total estimated cost the Wignell Drain, inclusive of the engineer's report, construction, contract administration and HST (net) is ~~$1,642,278~~ $1,329,814; and

Whereas on the 26th day of March 2024 the council of the City of Port Colborne directed staff, by resolution, to proceed to the "Meeting to Consider", under Section 41 of the *Drainage Act,* R.S.O. 1990, in accordance with the recommendations laid out in Public Works Department Report No. 2024-52; and

Whereas the Council of The Corporation of the City of Port Colborne, at its meeting of March 26th, 2024 approved the Public Works Department Report No. 2024-52, Wignell Municipal Drain Meeting to Consider, whereby the proposed drainage works was deemed necessary and desirable;

Now therefore the Municipal Council of The Corporation of the City of Port Colborne under the *Drainage Act* R.S.O. 1990, enacts as follows:

1. The report dated February 9, 2024, may be amended by pronouncement(s) of Courts of Revision and Final Decisions/Orders of the Agriculture, Food and Rural Affairs Appeals Tribunal and/or Referee, and appended hereto as Schedule "A" is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be maintained in accordance therewith.

2. The Corporation of the City of Port Colborne may borrow on the credit of the Corporation the amount of ~~$1,642,278~~ $1,329,814, excluding HST, being the amount necessary for payment of the cost of the said drainage works.

3. The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed less the total amount of,

    a) grants received under Section 85 of the Act;

    b) commuted payments made in respect of lands and roads assessed within the municipality;

    c) money paid under subsection 61(3) of the Act,

and such debentures shall be made payable within 5 years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.

4. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in Schedule "B" hereto to be collected in the same manner and at the same time as other taxes are collected.

5. If the actual of the drainage works varies from the estimated costs as set out in schedule "B" forming part of this By-law, the actual cost shall be assessed, levied and collected upon and from the said parcels of lands and roads and parts of parcels in the same proportions and in the same manner as provided in the Schedule "B" forming part of this by-law, as revised by the Court of Revision and Final Decisions of the Agriculture, Food and Rural Affairs Appeal Tribunal and/or Referee.

6. That all assessments of $50.00 or less are payable the first year in which the assessment is imposed upon the land assessed, as provided for under Section 61(3) of the *Drainage Act*, R.S.O. 1990.

7. This By-law may be cited as "The Wignell Municipal Drain By-law" and shall come into force on the day of its final passing.

Read a first and second time and provisionally adopted this 21st day of May, 2024.

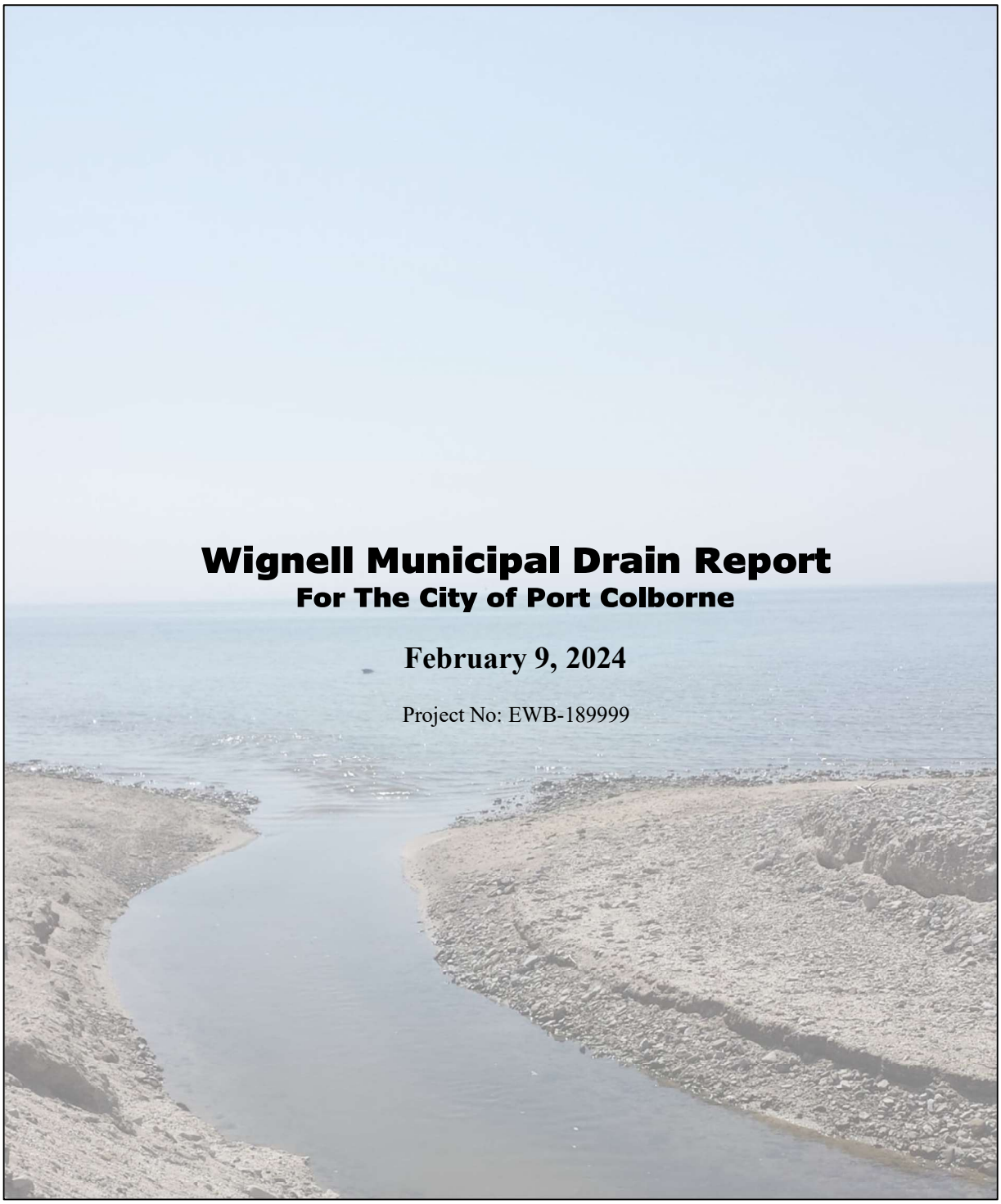
William C. Steele
Mayor

Carol Schofield
Acting City Clerk

Read a third time and enacted this _____ day of _____20___.

Head of Council

Clerk



Wignell Municipal Drain Report

For The City of Port Colborne

February 9, 2024

Project No: EWB-189999

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EARTH WATER AIR ENGINEERING

Revision and Version Tracking

Title: Wignell Drain Report
Submission Date: February 9, 2024

Version #	Issued As:	Prepared by	QA/QC	Editor	Date:
102	Issued as Final	P.Marsh		P.Marsh	Feb 9, 2024 ~~June 16, 2023~~
101	Issued For Review	P.Marsh	A. Vender Veen D. Suddard	P.Marsh	March 23, 2023
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99	99% Issued For Final Review	P.Marsh		P.Marsh	Nov 5, 2021
95	95% Issued For Review	P.Marsh		P.Marsh	April 1, 2019
025	25% Outline IFR				Sept. 18, 2018

FileName: 189999PC_Wignell_DrainReport_102.docx

Seal Page:

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The conclusions, analysis, and interpretations are based on the available data and information in the condition and accuracy provided. EWA Engineering assumes no responsibility for data provided by others and has not reviewed nor verified the provided reliability, accuracy, or representation.

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1 Executive Summary

On July 23, 2018, the City of Port Colborne approved the appointment of a Drainage Engineer, Paul Marsh, P.Eng. from EWA Engineering Inc. (EWA) in accordance with the Drainage Act, Chapter D.17 of the Revised Statutes of Ontario, Section 4 & 78 to prepare an Engineer's Report for the Wignell Drain, Michener Drain and the Port Colborne Drain within the City of Port Colborne (2018-18-02).

The need for improvements to the Wignell Drain was initially recognized in 2003 by way of the appointment of Wiebe Engineering Group Inc. The City of Port Colborne has rescinded the By-Laws for appointing Wiebe. Wiebe Engineering Group Inc. ceased operations and was replaced by Paul Smeltzer of Amec Foster Wheeler as the Drainage Engineer of Record. Amec Foster Wheeler ceased providing drainage engineering services in 2018 after commencing work on the project in 2013.

The Wignell Drain report is the third of three Municipal Drain Reports prepared by EWA within the Wignell watershed. The Port Colborne Council accepted the Michener Drain report on October 26, 2020, and the Port Colborne Council accepted the Port Colborne Drain report on July 26, 2021.

This Municipal Drain Report comprises three reports: the Baseline Report, the Hydrology and Hydraulic Report and the Engineer's Drain Report. The Baseline Report provided the results of an investigation and a review of the existing Wignell Drain and identified specific deficiencies to be addressed in the Report. The Hydrology and Hydraulic Report is an analysis of the three drains assessed using a computer-based model, and the analysis identified peak design flows that are the basis of the design. The Engineer's Report, presented here, provides a design solution, quantifies the works and assesses the drainage works' cost per the Drainage Act.

A summary of the works proposed for the Wignell Drain is as follows.

1. Drain Re-alignment:

   Realignment of the existing drain, from STA 5+975 to Carl Rd and Second Concession Rd, which will be impacted by proposed quarry expansion. Changes include;

   a. New 920m of trapezoidal channel Quarry lands to Second Concession Rd and on the south side of Second Concession Rd to existing culverts at Carl Rd and Second Concession Rd intersection.
   b. Culvert replacement for driveway access at 1645 Second Concession Rd.
   c. Inspect and clean, where required, the existing CSPA culverts at Carl Rd and Second Concession Rd.

2. Outlet Capacity Improvement:

   Trees and some branches from storm damage obstruct the channel to the lake's edge. An ongoing program of cleaning and clearing vegetation while keeping the basic structure stabilizing the existing banks is proposed. The capacity improvement is a Section 74 / Section 78 Maintenance and Improvement work, including essential maintenance of the gate structure to meet requirements to stop seiche impacts from the Lake while maximizing the gravity flow of the Drain to the lake.

3. Wignell Gate Structure Improvements include the following items;

   a. Replacement of existing motors with actuators for automatic and remote operation.
   b. Extending the gates to seal to the bottom of the drain, including adding a concrete sill with a keyway for Gates 1 & 2.
   c. Remove old steel pump mounts and pipes and replace existing safety railings with a new platform and access ramp.
   d. Improve the trailer-mounted pump ramp and existing pipe connection with a camlock connection.
4. Bank Restoration and Improvement Program (BRIP): Improve the existing south bank along the Wignell Drain between 0+020 and 0+380 based on the landowner's request.
5. A proposal to consider a nature-based restoration of the Wignell Bog is identified but not incorporated into the proposed works. Restoration of the Wignell Bog was considered during the preparation of this report but was deemed to be outside the scope of the proposed works. Details for the proposed restoration are included for future consideration affecting former agricultural lands.
6. Remove obstructing vegetation and clearing to grade line – 2+450 to 5+987 as part of drain maintenance Section 74 to EWA Grade Line.
7. Abandon the original alignment west from STA 5+975 along the former Carl Rd Right of Way (ROW) to the intersection of Carl Rd and Second Concession Rd.
8. Bower Drain as an existing drain is to receive maintenance - Section 74.
9. Road Authority Petition for a sufficient outlet to create Wignell Branch Drain #2.
10. Road Authority Petition for a sufficient outlet to create Wignell Branch Drain #3.

The following are works constructed and included in the cost of this report for assessment of the watershed.

1. Erosion Control Works completed in 2007 – 0+438 to 0+595: construction of concrete block wall along the south bank of Wignell Drain.

2. Construction of an access lane from the existing private entrance at 891 Lakeshore Rd E to the Lake Erie shoreline for Wignell Drain outlet maintenance.

The Wignell drain serves an area of 1,093 hectares based on the defined drain boundary (Figure 1). The main branch of the drain is 6,922m in length from the drain origin, which is defined as the gate on the control structure south of Lakeshore Rd East. The distance from the gate to the outlet into Lake Erie is an additional 289m for a total drain length of 7,211m.

The following are the estimated total costs, allowances, construction, engineering, bridges and culverts, interest charges and other costs to assist staff in completing the project.

There are three Petition 4 requests by the Road Authority for sufficient outlet:

	Estimated Total Cost
• Bower Branch Drain	$3,318.84
• Wignell Branch Drain #2	$7,028.45
• Wignell Branch Drain #3	$20,741.16

The proposed Wignell Drain work is composed of the following costs:

Estimated Cost of Construction:	$966,934.98
Previous Works Completed:	$244,423.06
Administration Costs (including Engineering)	$413,020.28
Wignell Drain Allowances	$17,899.84
Total Cost of Wignell Drain:	**$1,642,278.16**

These costs are assessed to the landowners within the Watershed according to the principles of the Drainage Act of Ontario.

2 Introduction

The need for improvements to the Wignell drain was initially recognized in 2003. At that time, Wiebe Engineering Group Inc. was appointed to prepare a report. Wiebe ceased operations and was replaced by Paul Smeltzer of Amec Foster Wheeler as the Drainage Engineer on Record. Amec Foster Wheeler ceased providing drainage engineering services in 2018

At the July 23, 2018, Regular Meeting of Council, the following resolution was presented in Report 2018-103, appointing Paul Marsh, P.Eng of EWA Engineers Inc., to prepare a Drainage Report:

> "That Paul Marsh P. Eng. Of EWA Engineers Inc., be appointed under Section 8 Chapter D .17 of the Drainage Act R. S. 0. 1990 for the new works contemplated and any additional petitions under Section 4, related to the Wignell, Michener, and Port Colborne, that may come forward during the Drainage Act process;"

In addition to the Wignell Drain Report presented here, two other Drain Reports have been prepared and previously adopted by the Council. Both of these Municipal Drains have the Wignell Drain as their outlet:

- Michener Drain outlets to Wignell at 0+010 north of the Lakeshore East Rd and proceeds northerly for 1.7km, ending south of the Friendship Trail. Adopted by Council on October 26, 2020.

- Port Colborne Drain outlets to the Wignell at 2+062 south of the Friendship Trail and proceeds north for 3.3km, ending at or near Second Concession Rd and Babion Rd intersection. Adopted by Council on July 26, 2021.

The Port Colborne Drain originally may have had an outlet to Lake Erie but was diverted to the Wignell in the distant past. For some number of years, the remaining portion, north of the former Canadian National Railway (CNR), now Friendship Trail, has been referred to as a branch of the Wignell Drain. Through an Engineer's Report, the Port Colborne Drain and the Michener Drain have separate assessment schedules.

Figure 1 presents the proposed drain names and catchments for the three distinct Drainage Reports prepared by EWA.

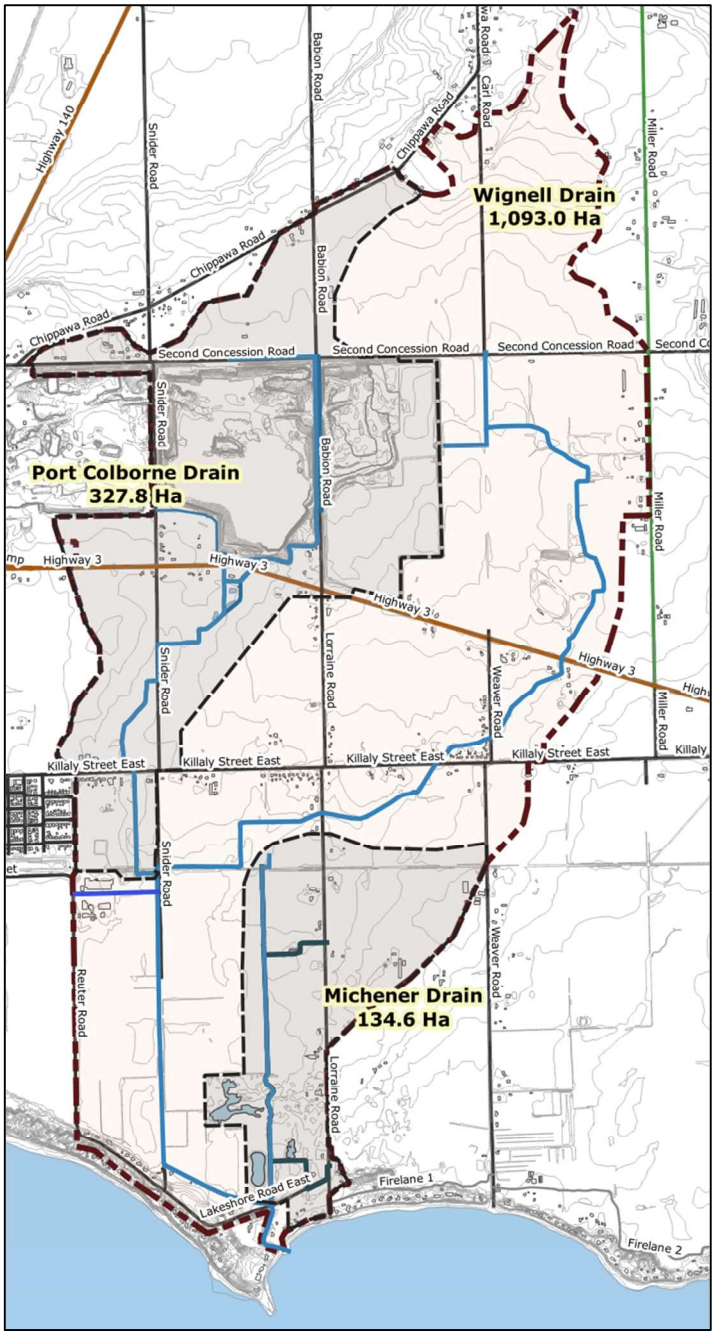


Figure 1 Existing Wignell Watershed; Michener, Port Colborne and Wignell Drains

This report includes a description of all work, associated plans, cost estimates, and assessment schedules for the proposed work on the existing Wignell Drain and for the proposed Branch Drains. The report has been prepared in accordance with the requirements of the Drainage Act, Chapter D.17 of the Revised Statutes of Ontario, Sections 4 and 78.

The proposed improvement work for the Wignell Drain is prepared as a Section 74 and 78 of the Drainage Act. The works are described as maintenance with the exception of re-alignments, which required a Section 78 and Section 4, a petition for sufficient outlet of the Drainage Act. The Bower Drain Branch is a Section 74/78 drain maintenance and improvement by the Drainage Engineer. The Wignell Branch #2 and Wignell Branch #3 are prepared as a Section 4 petition Municipal Drain by Road Authority.

2.1 Objective

The Wignell drain already exists and has for many years. The objective is to maintain the existing drain in a State of Good Repair (SOGR). Changes in land use practices have impacted the drain, primarily a shift from farming garden plots to row crops and quarry expansion, that affects the drain's function. The drain has been impacted by the growth of vegetation within the banks of the drain. This report addresses the growth through cleaning and clearing and provides a re-alignment of the very top of the drain in recognition of future quarry expansion.

The Wignell Drain Engineer's Report is composed of multiple reports:

- Baseline Drainage Report: assesses current drainage problems and identifies the extent of the drainage area to be serviced by the municipal drain. The Baseline Report includes a history of drainage and presents historical information such as grade lines.

- Wignell Watershed Assessment Report: assesses existing capacity through hydrologic and hydraulic modelling, which identifies the options for resolving problems and recommends a preferred alternative to improve drainage.

- The Engineer's Drain Report: provides design documents, final drainage cost estimates and assessment schedules to distribute the proposed work estimated costs to landowners in the watershed.

Previously completed work is included in this report. In 2007, a block wall was constructed to prevent erosion, and other works will be assessed as part of the cost of the works.

2.2 Drain History and Past Reports

Portions of the Wignell Drain remain in this report as they have always been known; however, through the adoption of this report, portions of the drain are being recognized as other names. The section, which was previously known as Michener 2 from its origin just north of the Friendship Trail, will now be considered the Wignell Drain. The portion of what was known as the Wignell Drain from its origin just north of the Friendship Trail has been renamed the Port Colborne Drain. This change was made for three reasons:

1. Historical records indicated that there was a Port Colborne drain that initially had an outlet to Lake Erie but was connected using a re-alignment to the Wignell drain for a better outlet or because the original outlet was compromised.

2. The existing drain names are misleading and confusing with various names, Michener, Michener 2, Wignell 1,1a, 2, 2a and 2b. For simplicity, the overall watershed will be recognized as the Wignell Drain with two sub-watersheds, the Port Colborne and the Michener.

3. Since the outlet for this watershed is and always has been known as the Wignell drain, the intention through this report is to make the Wignell drain the longest stretch of drain, thus the renaming of Michener 2 branch to become the north extension of the Wignell drain.

The following figure shows Constructed Drains as presented in the OMAF AgMaps application.

Figure 2 OMAF AgMaps - Constructed Drains

The drain labelled Wignell in Figure 2 has been renamed the Port Colborne Drain by the previously adopted report, and the drain labelled Michener M-2 is the Wignell Drain of this report.

In 1876, the "Atlas of Lincoln & Welland County" identified the Township of Humberstone as having two north-to-south flowing streams entering Lorraine Bay. The stream is shown to originate south of Second Concession Road. A topographic map dated 1904 showed the southern portion of the Wignell Drain with an outlet into Lorraine Bay at its present-day location.

North of the Friendship Trail, the Drain was last improved by an Engineer's report from D. Ingram of R. V. Anderson, dated July 28, 1978. The lower reach, south of the Friendship Trail, was maintained in 1985, based on the June 21, 1969, C. J. Clarke Engineer's report, and with periodic spot maintenance works after that.

A report on the Wignell Drain Low Lift Pumping Station was presented to the council and was constructed in the same year. The Report was by CJ Clarke in 1973, By-Law No. 255/73, with the pump supplied by SASS at 10,000 USGPM (631 cms) for a total cost of $18,240 assessing the cost to five properties (owners; Groetlaars, Braakman and Overholt).

In 1978, according to the Engineer's Report by R.V. Anderson and Associates Limited (By-Law, No.773/89/78), the Drain was subdivided into five parts, M-1 and M-2 of the Michener Drain and W-1, W-2 and W-2A of the Wignell Drain as the present condition of the Wignell / Michener Drain. The report recommended performing repairs to the pump at the outlet of the Drain, brushing throughout the Drain and removing silt.

Previous information and data regarding the drain were provided to EWA Engineering for review. This information was compiled first by Wiebe Engineering Group (2003) and then by Amec Foster Wheeler (2014).

A 157m concrete retaining wall was constructed in 2007 to prevent bank erosion along the south bank from STA 0+438 to 0+595 by way of a resident's request.

2.3 Wignell Drain Watershed

The Wignell Drain watershed is composed of the main drain (Wignell Drain) and two sub watershed drains, the Port Colborne Drain and the Michener Drain (Figure 3):

- The Wignell Drain is 6,922m of open channel drain with significant vegetation growth.
- The Port Colborne Drain: 3,400m of open channel drain, upper portion previously captured by quarry operations was rerouted along the east side of Babion Rd.
- Michener Drain: 1,800m open channel with the lower portion being predominately golf course operations.

The Wignell drain serves an area of 1,093 hectares based on the defined drain boundary (Figure 3). The main branch of the drain is 6,922m in length from the drain origin, which is defined as the gate on the control structure south of Lakeshore East Rd. The distance from the gate to the outlet at Lake Area is 289m, for a total main drain length of 7,211m.

The northern watershed boundary is south of Chippawa Rd, and the highest point in the Watershed is east of Carl Rd with an approximate elevation of 195m. The drain ends at the intersection of Carl Rd. and Second Concession Rd at the surveyed elevation on the northwest corner of 181.50m. The height of the outlet at the lake varies with the change in sand from storms but is an average of 174.15. The lake level fluctuates and influences the water surface profile in the drain to the lake.

- Watershed average fall (slope) is given as 0.25% or 2.52m per 1000m
- Drain average fall (slope) is given as 0.11% or 1.1m per 1000m

This slope characterizes the Wignell as a low slope or slow watershed. The Wignell Drain from south of the Friendship Trail to the crossing at Lakeshore Rd E was recorded by a report in 1969 (CJ Clarke) as having zero grade for 2 km at a grade elevation of 174.38. In addition to zero grade, the lower portion of the drain is highly influenced by the lake water elevation with a littoral sand beach influenced outlet.

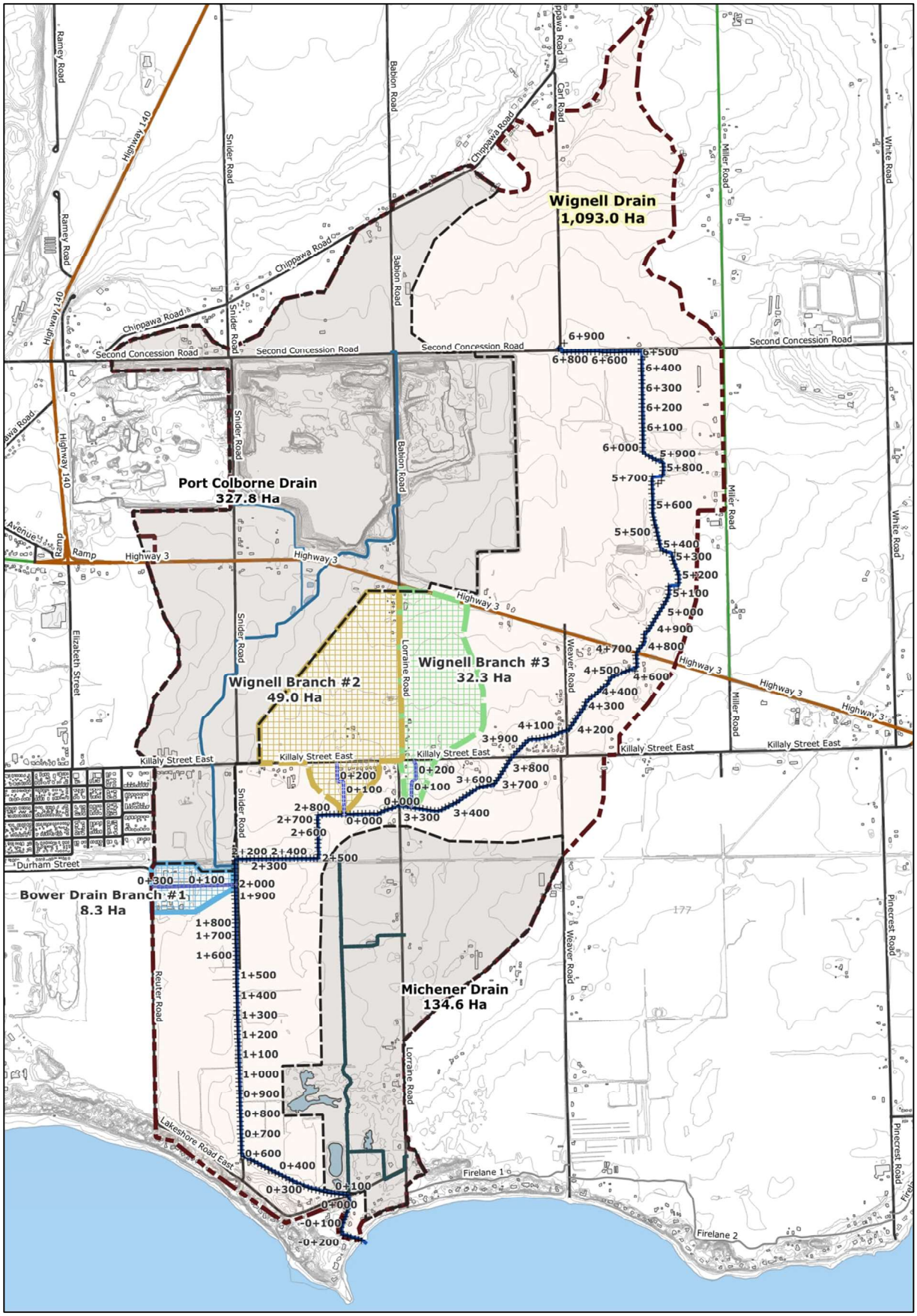


Figure 3 Wignell Watershed and Drains

The Wignell Drain can be segregated into four distinct geographic areas.

- Outlet and Dune environment; this area starts at the outlet and extends to about STA 0-289 to 0+600. The drain follows what may have been an original watercourse running parallel to the lake until it crosses the dune area to the outlet at the lake. (Figure 3). The outlet to the lake is perpetually changing, with beach material moving across the drain outlet through wave action, referred to as littoral drift. This area has a shallow slope and features permanent water levels. The outlet will always require maintenance in the form of mechanical sediment/debris removal by equipment. While there are techniques to create a permanent outlet not affected by littoral drift, they are expensive and invasive to the lake environment. The outlet itself is a natural feature and would typically move position as the dunes move and change shape; however, with the outlet on private property, the outlet channel must be maintained and requires mechanical removal to ensure the channel remains open.

- No Slope Segment: From STA 0+600 to 2+400 (adjacent to Friendship Trail crossing); this area is recognised as a very low slope and leaves the dune influenced area with a traditional open channel with defined cross-sectional area. The CJ Clarke report of 1969 created a zero slope drain bottom at 174.38m. The drain in this area has standing water and is flow controlled by hydraulic grade line rather than the ditch grade line. The water doesn't flow out of the drain unless water enters the drain at the Friendship Trail to produce a positive hydraulic energy slope.

- Main Drain Segment: From STA 2+400 to 5+750 is the main branch drain through a predominately farm area with rural residential properties and concession roads. MTO Highway #3 is a crossing road, and Miller is a Regional Road.

- Uplands: From STA 5+750 to 6+922 main branch ends; this is the upper reach or source of the drain's runoff area. This area features very low slopes and a low-capacity channel with 100-year flood lines that extend beyond the drain limits by a significant distance. This is the area to be re-aligned for future quarry expansion.

3 Design Considerations

The analysis of the Wignell watershed is based on hydrologic and hydraulic analysis to predict runoff flow requirements from the existing channel capacity. Water monitoring using sensors for flow or depth has not been practiced in the past. Thus, calibration or validation of the computer-based model results is limited to historical, anecdotal comparisons.

3.1 Watershed Characterization and Use

The Wignell Drain watershed is characterized through land use as a design consideration in the following ways:

1. The overall predominant land use is Agriculture with mainly row crops; soya, corn or cereal grains grown. Former market garden lands in the Wignell Bog lands south of the Friendship Trail are no longer actively farmed for market garden products. The design service level for agricultural land is flooding with low velocities and drainage of ponding areas over 48 to 72 hours. Drainage is provided to improve working time and the overall goal of no crop drowning.

2. Fringe or rural residential is the other significant land use featuring estate lots with houses, buildings, wells and septic beds. Urban expectations of no ponding on residential lots in rural areas can't be met without extensive costs. Acceptable flooding without damage to property contents is a reasonable design service level similar to agricultural land service levels.

3. The Port Colborne Quarries property (PCQ) is expected to expand to the east, and a future envelope has been determined based on property ownership. The actual timing for this is unknown and is dependent on many factors. However, the future quarry will impact the upper portion of the Wignell Drain at some point based on the PCQ submissions.
   The expected impact of the quarry expansion will remove a section of the drain and cut off the upper reaches of the drain from having an outlet. This report's proposed realignment at the upper end of the Drain will avoid drain capture from quarry expansion.

4. Wignell Bog lands are south of the Friendship Trail and are defined by the area east of Reuter Rd, West of the Michener Drain and north of the dune lands bordering the shoreline of Lake Erie, North of Lakeshore Rd E.
   Design consideration for the bog is driven by the absence of slope or grade to the outlet. The drain channel through the bog relies on incoming flow to drive a hydraulic grade line to the outlet through the Lakeshore Rd E crossing and Gate Structure (Wignell GS). Some acceptance of flooding within the bog is expected, and the service level design target is related to the duration of flooding. The absence of working farms in the bog alters the design expectation and permits the bog lands to be used for natural flood retention.

5. Wignell Outlet is a channel through the dunes to Lake Erie and with the Gate Control structure immediately south of Lakeshore Rd E. The original gates were designed to control Lake Erie influenced flooding to the drain by closing the gates to stop the flow from the Lake back into the Drain. When market garden crops were grown in the Wignell bog, a pumping station was built in 1973. Pumping included inline submersible pumps and low-lift centrifugal pumps, but

pumping ceased operation in 2014 with the removal of the low-lift pump for repairs.

Lake Erie Levels

In geologic time, Lake Erie levels have varied depending on glaciation and the various flow sills that have existed in and out of the Great Lakes basin. These sills have changed in elevation as landforms rebounded from the effects of glaciation. In the modern period, Lake Erie levels are dominated by flows entering from Lake Huron and exiting out of Lake Erie into the Niagara River and Welland Canal system.

Historic lake levels (Figure 4) are provided by the Government of Canada Fisheries & Oceans Hydrographic Service based on 100+ years of monitoring data and statistics. The values are quoted in monthly mean water levels reference to IGLD 1985.

Yearly Average	Minimum Monthly	Maximum Monthly
174.17	**173.18**	**175.14**

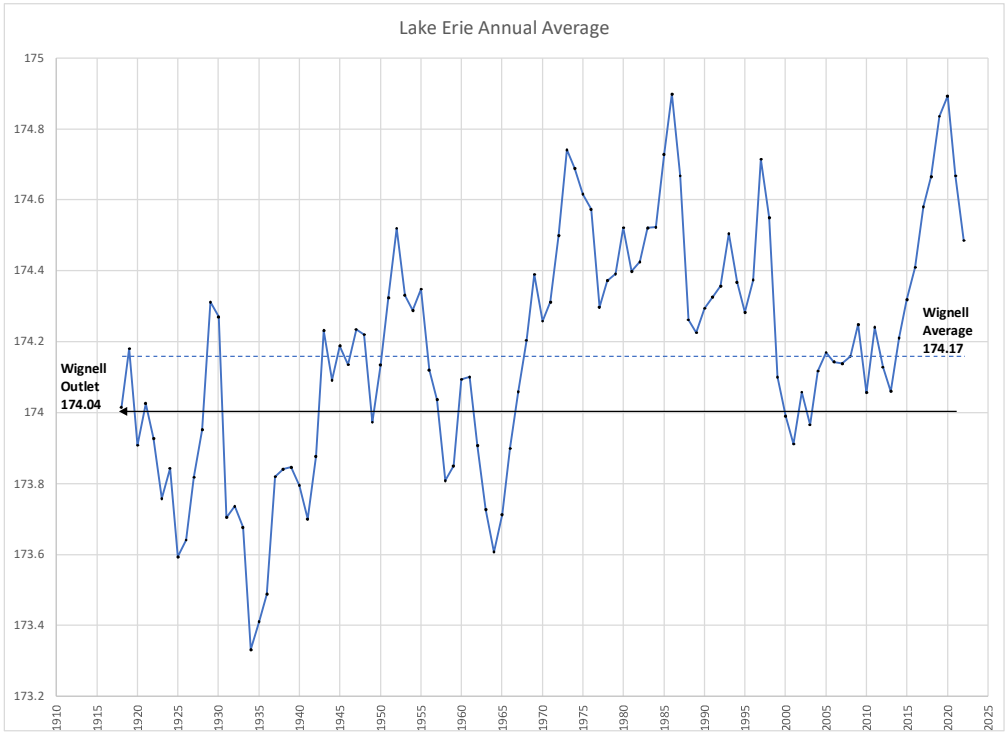


Figure 4 Lake Erie monthly mean water levels, m to IGLD 1985

The chart shows that water levels have been above average for the past few years.

Lorraine Bay

Lake Erie water quality effects and the potential cause (or causes) are too large and significant of a topic to be covered in this report. Lake Erie phosphorous levels, Algae blooms, and hypoxic zones within the Lake are well documented, but these are more significant lake scale effects than the observed localized effects within Lorraine Bay; however, a relationship between all aspects of the Lake can't be excluded nor is it reasonable to focus on the Municipal drains as a sole contributor to water quality concerns.

The Tribunal heard an appeal from Mr. Bill Walker, appellant, on April 3, 1997, and the decision was reached on April 11, 1997. Text is available at Canlii. The decision was based on Section 83, which was later repealed in 2010, which prohibited pollution within a drain. The Ministry felt that other legislation provided more effective tools for dealing with pollution than the Drainage Act provides as regulation. The appeal brought by Mr. Walker was dismissed, and the costs of the Tribunal (Engineering time) were assigned to the appellant.

It is reasonable to expect that the municipal drain would be designed to enhance drainage and water quality or mitigate the potential adverse effects of runoff through design. Contributory to these concerns would be changes in land use in upstream areas along with changes such as Climate Change that affect both precipitation events and heating impacts between precipitation events.

The forecast for climate change to decrease ice coverage in Lake Erie increases the events that impact the Drain through seiche event flooding controlled by the existing Wignell GS. In previous years, when the lake was covered in ice, there was less risk of lake-induced flood events because the ice moderated the seiche events. With less ice coverage in the future, the expectation is for more wintertime seiche impacts.

3.2 Wignell Drain Bank Stability

Bank stability has been an issue for the Wignell Drain for some time. The drain passes through what was originally the Wignell Bog, a low area with mostly peat soils. Peat soils are susceptible to erosion when they dry out and have a significant runoff event with higher velocity flows. It's essential to recognize that with a 0% grade channel, high-velocity flows are relative.

Typical bank stability methods used by the City have featured two techniques:

- Gabion baskets, and
- Pre-cast concrete blocks.

Gabion baskets and pre-cast concrete blocks are recognized today as a 'hard' engineering approach to bank stabilization techniques. In recent years, technical resources for using bio-engineered materials to create stable banks have gained acceptance and recognition as a viable response to bank erosion. The techniques for bio-engineered bank stabilization feature plant and organic materials integrated to develop a fibre and/or root zone that holds soil and resists erosion. In many cases, bio-engineered bank stabilization is implemented along with channel modifications to reduce bank-side traction velocities.

Pre-cast Concrete Blocks were used on the south bank of the Wignell drain for 157m by petition for works by a local landowner in 2002. This work required significant geotechnical effort to support the heavy pre-cast concrete block on peat soils. The tendency for the pre-cast blocks to differentially settle, shift and tip towards the channel is evident in areas around Port Colborne.

3.2.1 Wignell Bank Protection 2006/2007

Previous to this report, a request to resolve bank erosion was made by a property owner adjacent to the Drain. The Drainage Superintendent then investigated and prepared a

project with Wiebe Engineering and with a geotechnical study conducted by Saheen and Peaker, dated February 4, 2004. This led to a construction assignment in 2006 of a precast concrete block wall 157m in length, as shown in Figures 5 and 6.

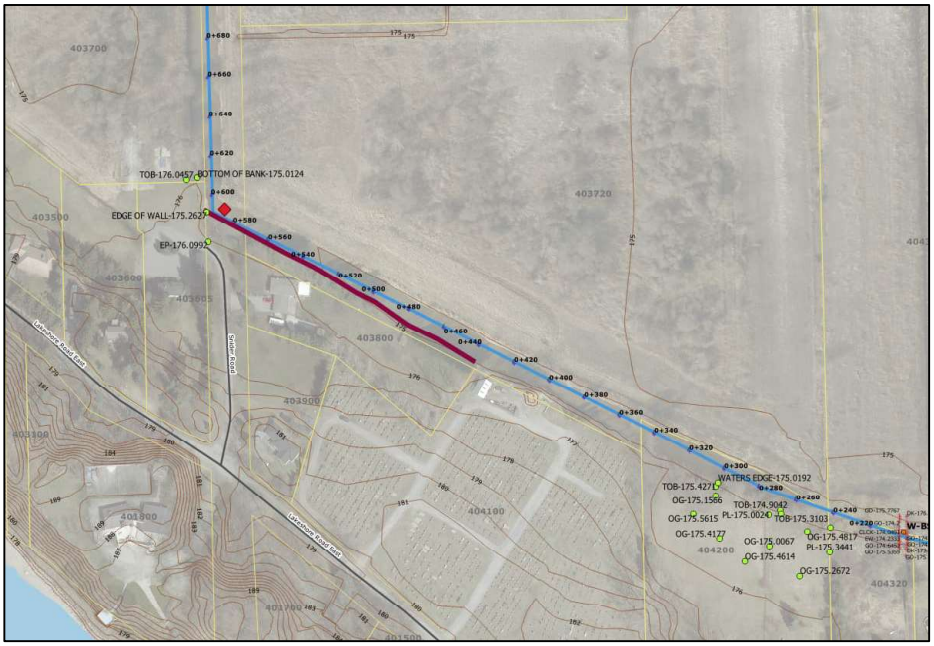


Figure 5 Wignell Channel Protection 2006

The Construction cost of these works was $241,254.46, entered under GL acct # 3-561-33205. It should be noted that this construction cost includes item(s) attributable to maintenance, which are detailed in the Supporting Information for Erosion Protection Wall Design and Cost report included in Appendix C.

Figure 6 Wignell Block Wall 2007 Construction

The Wiebe Engineering Group Ltd. fees include the total engineering cost of the Wignell 2006 Erosion Works and the geotechnical report cost of $32,098.76. Additional to this engineering fee is the cost of financing achieved through a debenture in the amount of $17,209.32 for a total project cost of $290,562.54.

This approach protects the bank from further erosion for $2,121 per m. This cost is shared between the adjacent landowners, who benefitted from the works by protecting their land, and the upstream landowners as an outlet liability from runoff. This is apportioned between each by the ratio of total area to upstream area from a point where the protection commenced to a point when the protection ended. In this case, 86% of the costs are assessed to the upstream landowners, and 14% of the costs are assessed to the riparian landowners, of which there are three. Those three riparian landowners are:

271104000403720 – 130.6m

271104000403800 – 130.6

Snider Rd Allowance City of Port Colborne – 26.4m

Inspections completed in 2022 identified that some of the concrete blocks show evidence of spalling and cracking and will require replacement as part of maintenance work. Maintenance work to maintain the concrete block wall will be assessed to the watershed as a maintenance cost.

3.2.2 Bank Restoration and Improvement Program (BRIP)

The following sections describe the types of bio-engineered solutions proposed for implementation on the Wignell Drain.

3.2.2.1 BRIP Goal

Introduce a green infrastructure alternative to traditional hard surface engineering solutions using bio-engineered materials and techniques for bank restoration and erosion control methods applied to select portions of the Wignell Drain.

3.2.2.2 Design Elements:

The following are design elements or techniques to be used in concert to create a complete program of bank erosion control.

Riparian Seed Mix

A seed mix will be planted adjacent to the drain and is provided as a complement to the already specified spoil bank seed mix detailed on the drawings. The components of a riparian seed mix are:

- Fowl Manna Grass – Glyceria striata – 2%,
- Fowl Bluegrass – Poa palustris – 30%,
- Fox Sedge – Carex vulpinoidea – 30%,
- Path Rush – Juncus tenuis – 8%, and
- Virginia Wild Rye Elymus virginicus – 30%.

Upland Native Meadow Mix

In addition to the Riparian See mix, other areas can be sown with an upland meadow mix instead of the currently detailed grass mix. The use of the meadow mix is for areas of land that will not be mowed and is mixed as follows:

- Black Eyed Susan – Rudbeckia hirta – 10%,
- Blue Wood (Heart Leaved) – Aster cordifolius – 1%,
- Canada Anemone – Anemone canadensis – 1%,
- Canada Goldenrod – Solidago canadensis – 2%,
- Common Milkweed – Asclepias syriaca – 2%,
- Evening Primrose – Oenethera biennis - 25%,
- Grass Leaved Goldenrod – Euthamia Graminifolia – 1%,
- Meadow/open Field Sedge – Carex granularis – 15%,
- New England Aster – Aster novae-angliae – 1%,
- Riverbank Wild Rye – Elymus Riparius – 40%,
- Virgins Bower – Clematis virginiana – 1%, and
- Wild Bergamot – Monarda fistulosa – 1%.

Vegetated Rock Buttress

This technique is the primary bank stabilization feature, including a mix of embedded rock materials with plantings along the bank slope. Size and bank slope are varied to suit the specific situation. Field adjustments to suit each situation are expected.

This technique replaces the hard edge of the drain channel with a natural boundary consisting of natural elements to maintain bank stability.

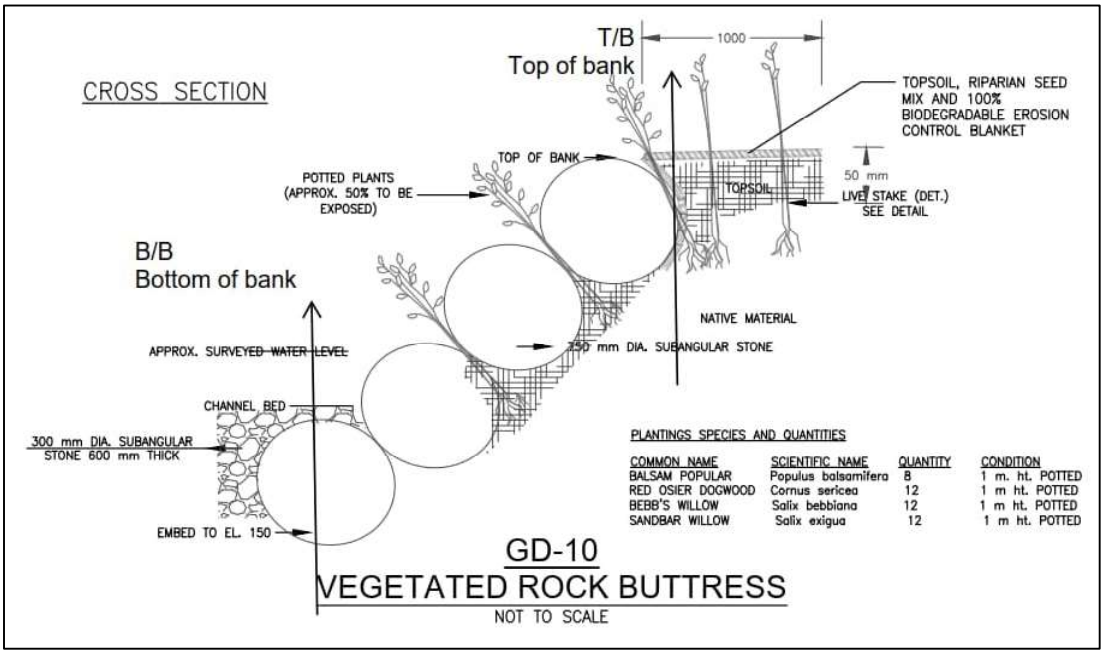


Figure 7 Vegetated Rock Buttress

The vegetated rock buttress is the preferred bank stabilization technique to achieve a soft or bio-engineered solution offered as an alternative to the concrete block retaining wall. An estimate of the construction cost for this type of bank improvement is $75/m. This cost will depend on the environmental measures required during construction by

NPCA and DFO and restrictions on the working window when in-water work can be performed.

Riprap Reinforced Bank

For some areas, a higher level of protection is required, and for these bank areas, the riprap reinforced bank, shown in Figure 8, is proposed.

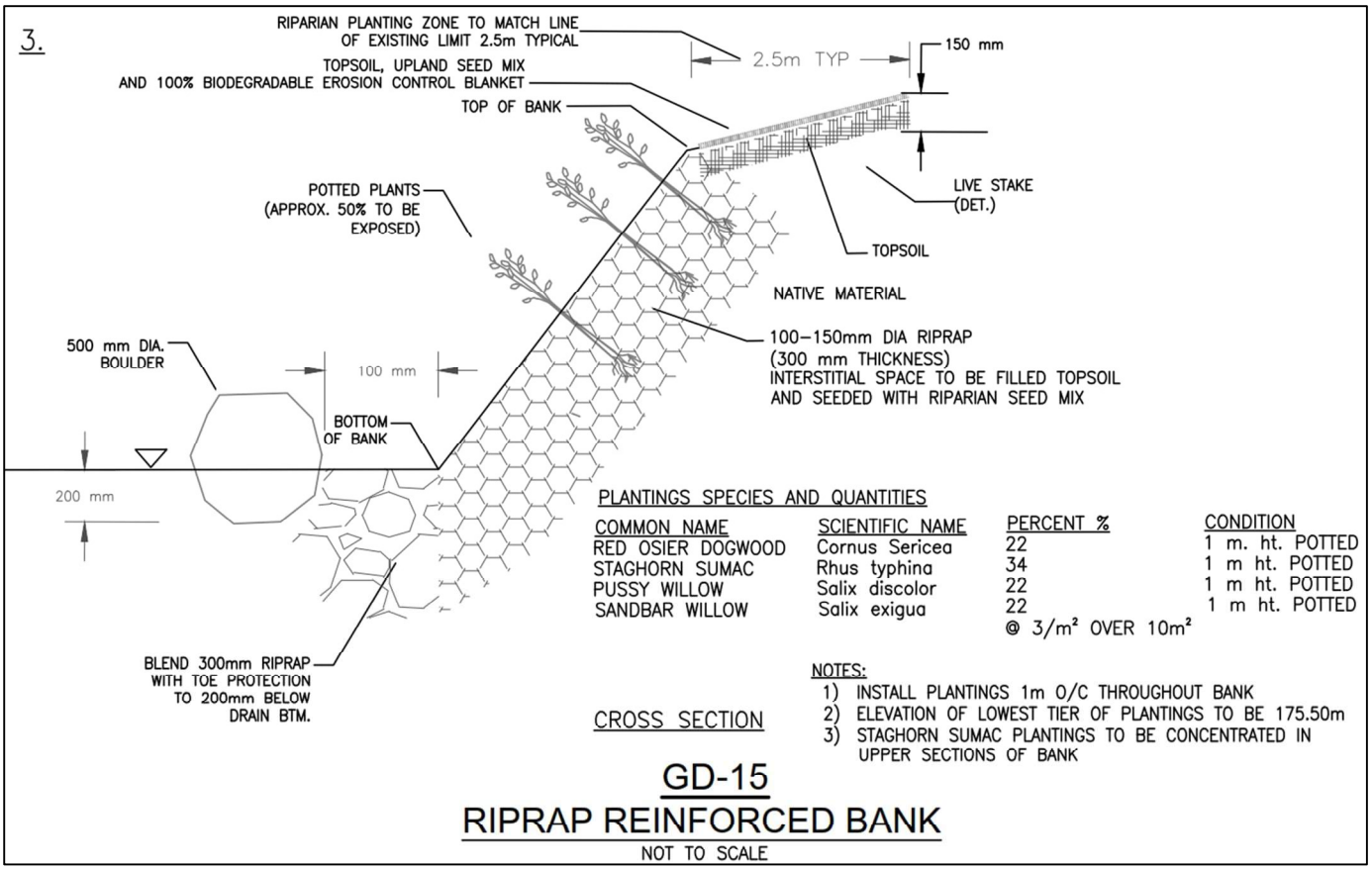


Figure 8 Riprap reinforced bank improvement

This design detail contains a vital aspect at the bottom of the channel: a stabilizing rock anchor (a boulder) placed a specific distance along the bend to reduce the bank edge velocity and create slow spots of water behind the boulders.

The estimated construction cost for this type of bank improvement is $145 per m, depending on the environmental requirements at the time of construction.

Construction Details

Bank construction requires the bank area to be separated from the channel flow using a bank isolation and dewatering technique, shown in Figure 9.

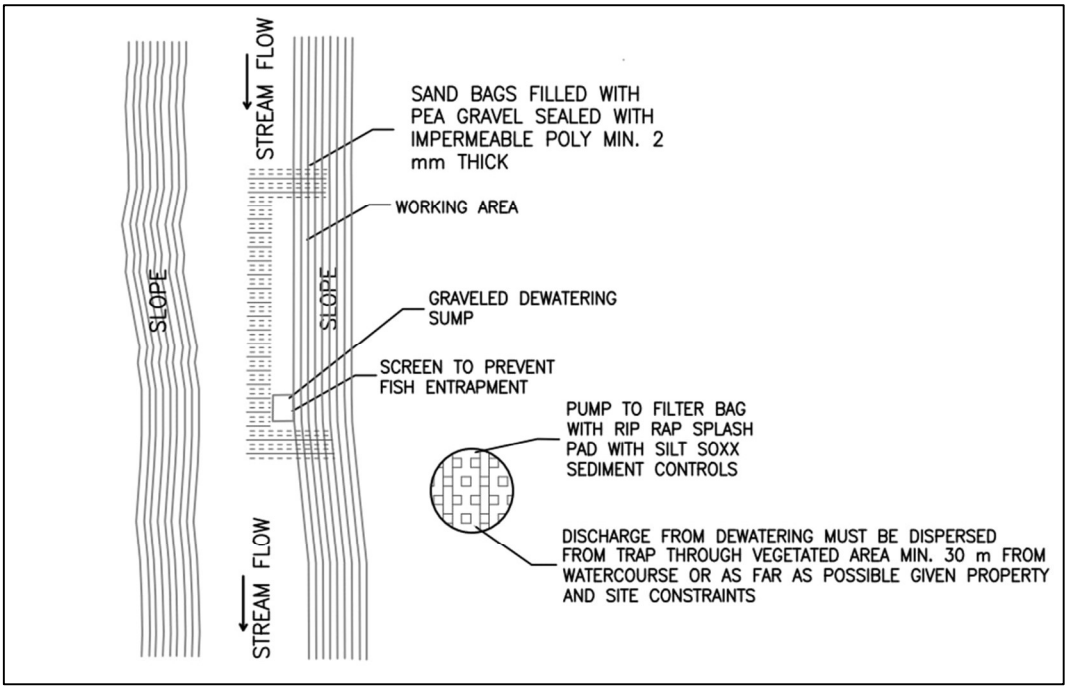


Figure 9 Bank isolation during construction

Temporary structures create a zone for the vegetated rock buttress construction. Once the vegetated rock buttress is constructed, the isolation structures are removed.

This section of the drain has a DFO classification of 'C'; Works on the drain are limited, with no in-water works between March 15 and July 15 every year to protect fish and their habitat.

3.2.3 Riparian verses Watershed Benefit

The Drainage Act contains several key concepts, of which two are directly relevant to the BRIP are:

- Injuring liability, Section 23 (1), and Outlet liability, Section 23 (2).
- Special Benefit Assessment, Section 24.

Where there is no extenuating circumstance to the direct flow of the channel due to a bend, alignment adjustment, tree or other object that obstructs flow and causes a change in velocity, the whole benefit of the BRIP, 100% of the cost is assessed to the adjacent landowner(s) as a Special Benefit. This approach recognizes the benefit of using existing natural channel soils and plants without modification as the preferred method for a drainage channel.

Where there is an extenuating circumstance to the flow of the channel, as described above, the cost of the BRIP is split with a portion allocated to the upstream watershed and a portion assigned to the benefiting adjacent landowner(s) as a Special Benefit. The ratio of an upstream area determines the portion compared as a percentage of the entire watershed area. This is a similar cost assessment approach to that recommended for culverts as described in Drainage Guide for Engineers, Pub 852.

The need for a Bank Improvement is confirmed through a three-step process:

1. The riparian landowner submits a request to the Drainage Superintendent that identifies an existing bank erosion problem.

2. The Drainage Superintendent and/or Drainage Engineer will attend the site and perform an inspection of the bank. The need for a BRIP response and the recommended type of response is at the sole discretion of the Engineer or Superintendent as the technical responsible authority identified by the Drainage Act.

3. The proposed solution and associated estimate of costs are presented to the landowner who made the request, and acceptance is confirmed prior to the commencement of work.

It is at the sole choice of the Engineer/Superintendent to select the appropriate measure for the Drain.

3.3 Wignell Bog

The bog poses a drainage design challenge for the watershed. The bog exists as there is little to no grade from the start of the bog South of the Friendship Trail to the outlet to Lake Erie. Bog lands are defined by the peat soil structure created before the drain's existence through persistent standing water since the last glacial period.

The bog land is at risk of erosion through extended drying and recurring flood events with high velocities along the drain banks.

Historic market garden activities ceased on or around 2013 once Vale completed studies that revealed soil contamination made it unsuitable for growing food. Vale has since assumed ownership of the lands. The cessation of market garden activities has altered the land use in this area.

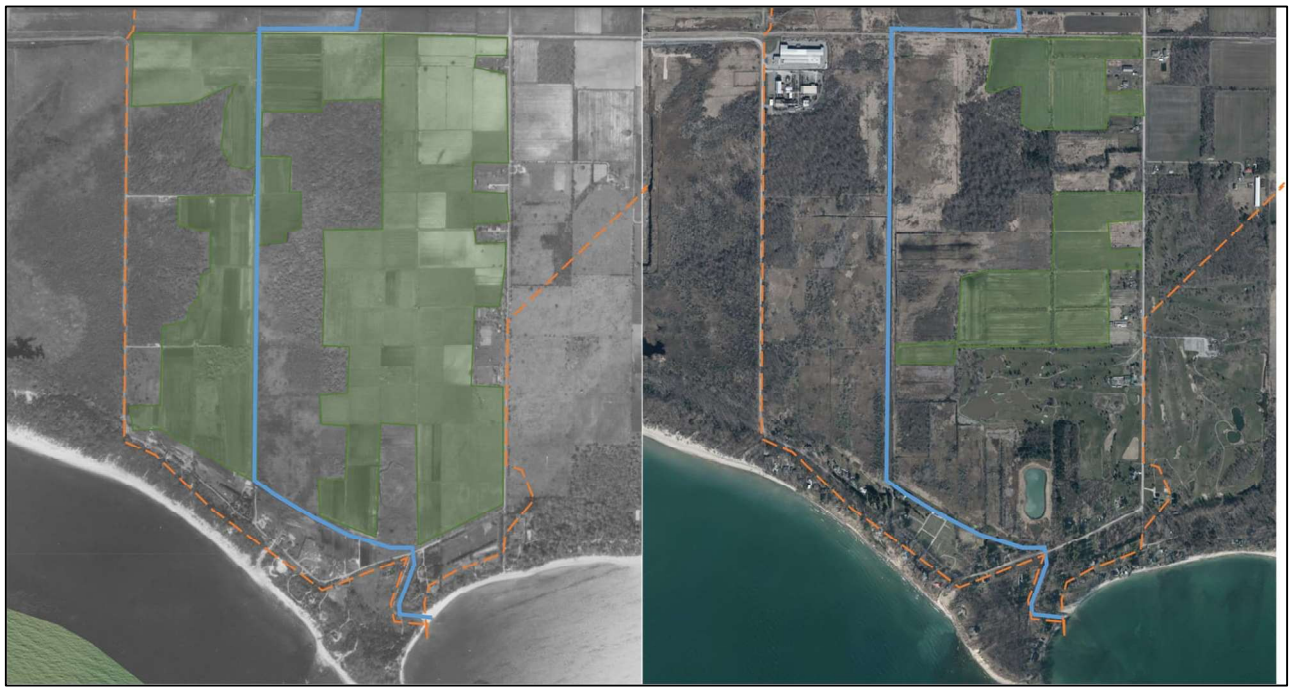


Figure 10 Air photos 1955 and 2020 showing land use changes

Figure 10 images are sourced from Niagara Navigator. The black and white image on the left is from 1955 and shows the extent of farm plots, farms shown in green, within the Wignell and Michener Drain watershed. The farm parcels to the immediate west of the Wignell Drain are of particular note. These parcels of land are no longer farmed, as visible in the photo from 2020, along with other lands that are no longer farmed. There are still lands being farmed within the lower reach of the watershed, shown in green, but more lands within Michener Drain are farmed than within Wignell Drain. This is because the land is higher in the Michener Drain watershed than in the Wignell Drain south of Friendship Trail. A Technical Memo considering the Wignell Bog is included in Appendix D.

3.3.1 Bog Restoration

While restoration of the Wignell Bog was considered during the preparation of this report, it was determined to be outside the scope of the proposed works.

A summary of the conclusions from the Technical Memo (provided in Appendix D) is provided for future consideration.

There is a benefit to the watershed realized by restoring the previous market garden lands to bog lands again. The bog lands would not be achieved in the same manner as was prior to the drain but in a modified form. The original bog lands stored flood waters with a slow release through the sand dunes to the Lake. This led to the formation of the bog in the first place. Restoring a natural land type with a natural water cycle will benefit the entire watershed.

The proposed role for the restored bog in flood zone hydraulics would be acting as a stormwater storage feature. This allows the bog lands to continue to drain naturally through the Wignell Drain outlet at the rate determined by the hydraulic water surface profile based on influent water above Friendship Trail. Allowing the bog to fill with flood waters to a point that does not impact land uses with associated slow release will restore the bog lands to a more natural state over time. This could be aided through specific management measures in conjunction with relevant expertise such as would be available from NPCA, MNR, DFO and other relevant agencies.

It is recommended that the bog lands not be drained down through artificial means past the 174.60m point. During dry periods in the summer between rain events, it is probable that the water surface will drop below this level, depending on the lake elevation. Water taking from the bog below this level should be avoided during the spring/summer/fall period.

Figure 11 Wignell Bog Elevations, was created using NPCA 2012 DEM elevation points available as Open Data. These data points are on a 10m spacing, and each point was given a blue colouration based on the DEM height. Points were ‘captured’ or selected based on being greater than or equal to 174.5 up to 175.5m, the equivalent given or accepted elevation used as the Wignell Drain Top of Bank (TOB).

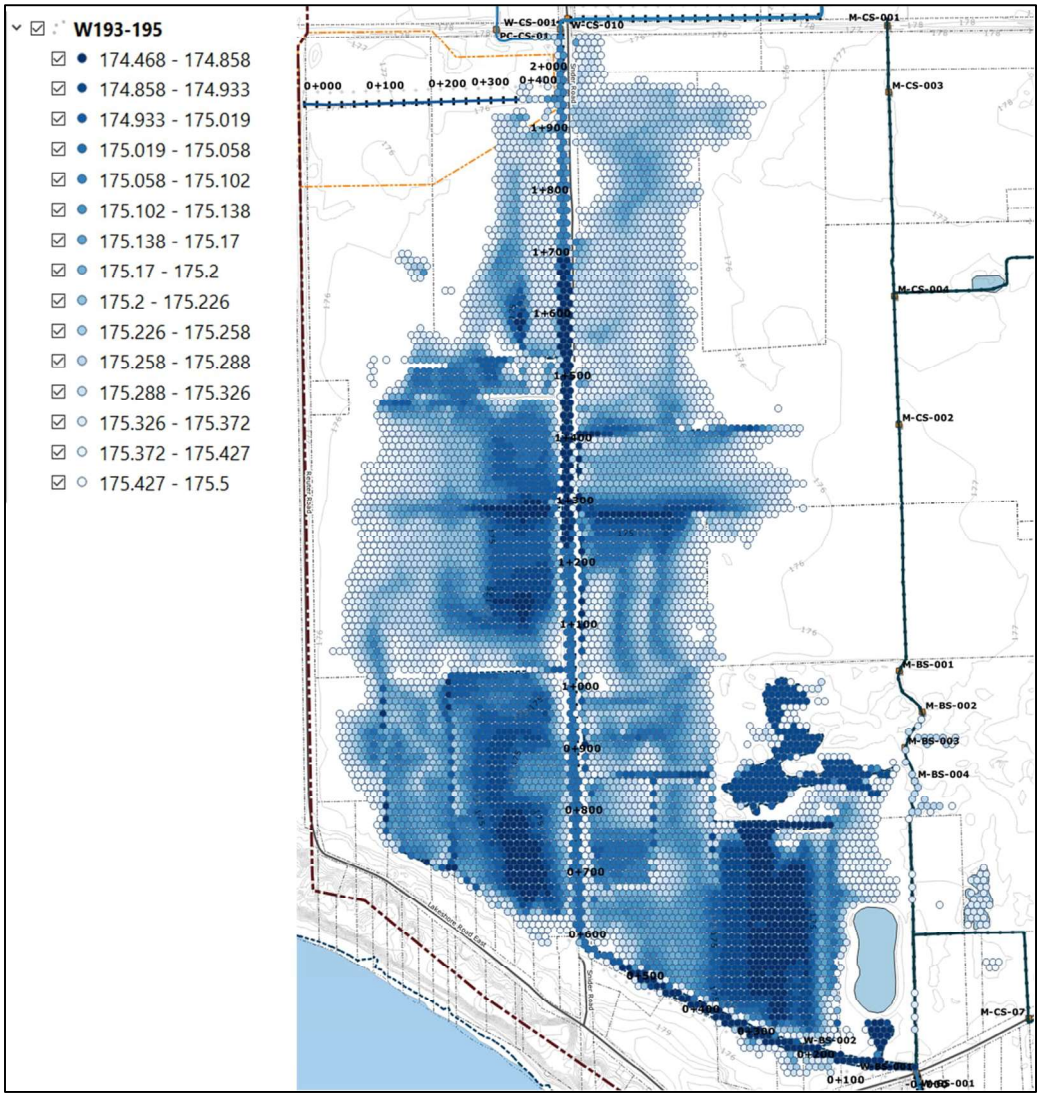


Figure 11 Wignell Bog Elevations

The darker the blue dot, the deeper the land surface is at that point, with the darker shades of blue being only 0.12m above the 1978 CJ Clarke report given grade line drain bottom elevation of 174.38. Any land area without a blue dot is higher than 175.5 (or lower than 174.5).

A separate design plan for the bog restoration should be considered with a new topographic data set collected using new methods for a denser point record than was available from the NPCA data. This new data could be used to assess the additional runoff storage volume available. A new version of the hydrographic model could be implemented to assess runoff flows and storage volumes more accurately.

3.4 Wignell Gate Structure, Outlet and Pumping

The existing gate structure dates from the 1969 CJ Clarke report, including creating 2 km of Wignell Drain at a 0% grade line. There are three pumping platforms at the Lakeshore Rd E crossing that were constructed by report in 1973;

- a portable pump deployment on a ramp, including discharge pipe crossing Lakeshore Rd E,
- instream submersible pumps (2) with discharge piping and,
- a centrifugal pump mount that occupies the western gate opening (Gate #3).

The existing pump wet well with a centrifugal pump was constructed in 1973 and operated by local farm owners.

3.4.1 Existing Gate Structure Deficiencies

The following are items identified as maintenance works (Section 74) to maintain the gates in a State of Good Repair (SOGR).

1. Remove the pipes that obstruct full gate movement.
2. Replacement of all existing handrails with handrails that meet safety code requirements.
3. Reconfiguring the access to the gate by adding stairs on the west side.
4. Restricting public access to the gate structure.

The purpose of the gate structure is to prevent high lake levels during a seiche event from running backwards into the drain. However, it is important to note that the protection from the gate will not prevent all flooding from high lake levels. It is recommended that the gate be kept in a SOGR through a maintenance program.

3.4.2 Wignell State of Pumping

Tender crop farms were historically located in the bog lands, and the farmers whose lands were most affected by flooding within the bog petitioned for and constructed a pumping station.

An analysis of the previous and proposed pumping of the existing gate structure with modifications was undertaken and is attached in Appendix D as a technical memorandum. The technical memorandum concludes that a significantly larger pump, 900mm suction and discharge, would be required to address precipitation runoff when the gate is closed. The previous pump was 631 lps (10000 USGPM) and, as discussed previously, was solely intended to assist with farming the market garden, not to provide flood relief during precipitation events.

Historical information shows evidence of three types of pumping used at the Wignell Gate Structure.

- In-stream submersible pumps using the discharge piping shown and still existing on the gate structure. These pumps clogged regularly, were difficult to keep in service, and were permanently removed from service circa 2010.

- A centrifugal pump located on the gate opening was installed and working through the 1980s. This pump was removed and sent for repair on or about 2013 to SASS in Chatham Kent and has been discarded. SASS ceased manufacturing in 2001 and ceased to exist in 2016.

- A portable pumping arrangement is configured for pumping from the north side of Lakeshore Rd E through a CSP discharge pipe to the south side and into the downstream side of the outlet south of the gate structure.

This is based on historical reviews prepared by Mr. Henri Bennemeer, former Drainage Superintendent.

> *Starting in 1957 with Casmir Rawski, Cornelius Braakman & J.C. Groetelaars, several petitions were made to construct a flood gate at Lakeshore Bridge on the Wignell/Michener Drain due to the problems associated with flooding of agricultural lands south of CNR. It was concluded that the existing drain be widened from the CNR south to Lake Erie, and flood control gates be installed on the south side of the existing bridge at Lakeshore Road. The next By-Law, No. 255/73, includes the report on the Wignell Drain low lift pumping station, prepared by C. J. Clarke and Associates, dated February 23rd, 1973. This Report recommended the installation of a 9,000 USGPM pump and appurtenances to the south of the Lakeshore Road control gates. A schedule for those works was included in the report, assessing the cost to five properties owned by three landowners.*

From a guideline for drainage pumping schemes, a stated range of 6mm to 12mm (1/4 inch to 1/2 inch) of runoff from a watershed over 24 hours is the expected pump capacity. For the Wignell watershed, this would be 0.8 cms to 1.6 cms as the stated service level standard pumping rate.

As mentioned, the original pumping was in place to benefit the upstream market garden areas within the Wignell watershed. Figure 12 shows the lands identified and assessed for the pumping benefit as reported through the Assessment record provided to the Drainage Engineer and included in Appendix C.

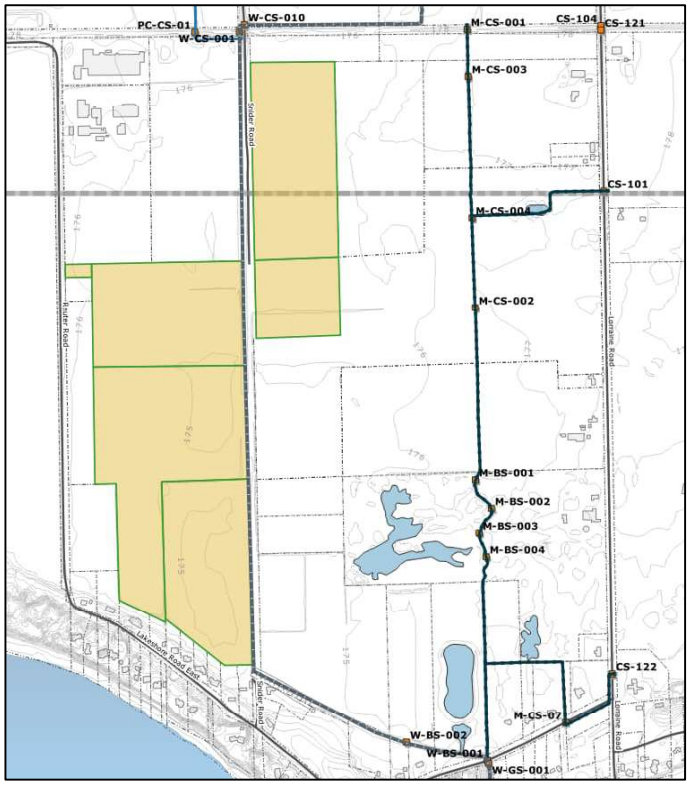


Figure 12 Previously Assessed Lands for Pumping

Five properties were included in the pumping assessment. These farms have ceased operation, and many of these properties are now owned by Vale. Vale owned properties are shown in Figure 13 Vale and City owned land (yellow). The contour lines for elevation equal to 175.0 are the purple dotted lines.

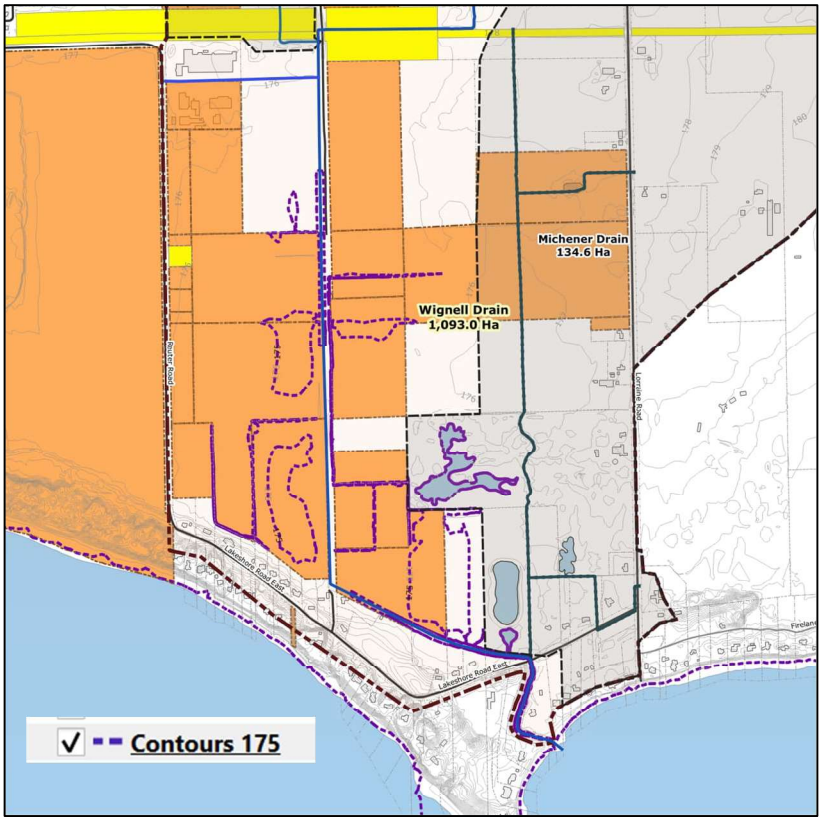


Figure 13 Vale and City owned land

The remaining farms have changed to row crops, which do not demand the same service level from a pumping system. From this perspective, there are two primary paths forward for consideration.

Option A: Replace the original pumping system with a pumping system that meets the stated expected standard with a pumping rate of 0.800 cms to 1.6 cms. A preliminary estimate of $400,000 to $800,000 is the approximate cost to return pumping to the existing gate structure.

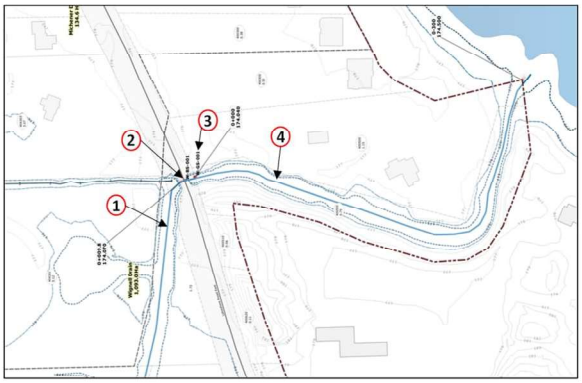
Option B: Abandon the primary pumping and only use the trailer deployed pumping for the Wignell Drain and effectively use the gate structure to manage seiche conditions and runoff events. Estimates range from $20,000 to $280,000 depending on configuration. See cost estimates in Appendix B.

We recommend implementing Option B as the most cost-effective means to control most flooding within the Wignell lower watershed. A technical memo providing a detailed assessment of the existing pumping structure and gate structure is included in Appendix D.

3.4.3 Gate and Outlet Capacity Assessment

An examination of the cross-sectional flow area of the outlet identified that the existing gate structure flow capacity is small relative to the upstream flow areas. Compared to the upstream trapezoidal and downstream trapezoidal channels, there is a 67% reduction in available flow area (from 12.75m2 to 4.14m2) (Figure 14).

This is based on a 1.5m depth of flow through the existing channels, based on a survey of the upstream channel at roughly 0+200, indicating a south top of bank elevation of 175.44m (AMEC 2013).



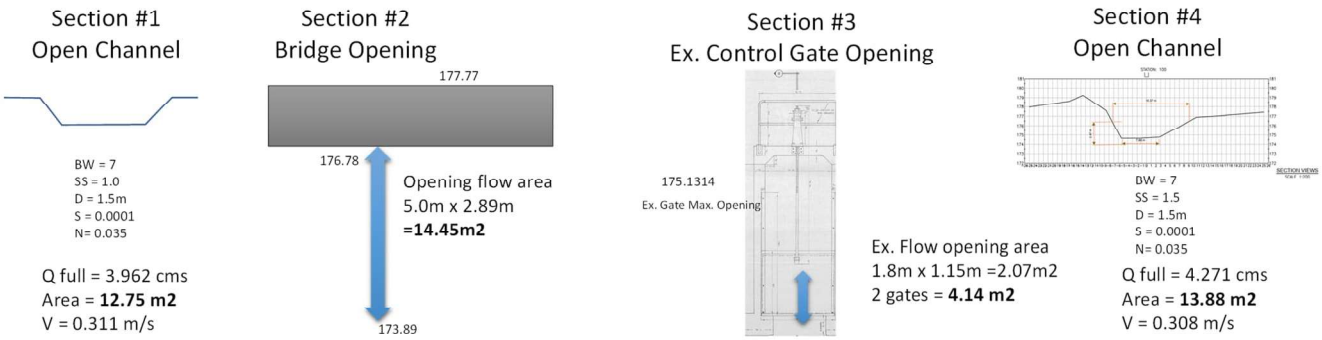


Figure 14 Outlet Structure Flows

This shows that the two trapezoidal sections upstream and downstream provide roughly $13m^2$ and $14m^2$ of cross-section area for flow conveyance. The existing bridge crossing Lakeshore Rd E provides a flow opening of 5m x 2.89m with a corresponding flow area of roughly 15 m^2.

The existing flow area through the gates is too limiting and requires improvement. However, there is a limit to what can be improved based on the existing grade to the lake, the receiving lake water level, and the surrounding height of land.

To improve the flow to the lake, there are three measures to consider:

a) Increase the cross-sectional area through the gates. This benefits storm runoff that is flowing to the lake.

b) Increase the slope of the channel to the lake. Unfortunately, this is difficult to achieve because, at present, there are times when the existing outlet is lower than the lake water surface. The flow to the lake is controlled by the top of the water surface north of Lakeshore Rd E, and the top of the water surface at the lake, and existing rock elevations influence the existing bottom of the drain.

c) Reduce and/or eliminate any flow inhibiting restrictions, such as trees within the flow channel, or other flow obstructions between the Wignell Gate Structure and the lake edge.

The dunes at the edge of the lake create a height of land through which the drain passes, and this area features a deep channel. However, the sides of this channel are much higher in elevation than the sides of the channel north of Lakeshore Rd E. The flow is 'driven' or controlled by the water surface elevation more so than the bank elevation.

3.5 Design

The following describes the design basis for this drain. Descriptions of design criteria are intended to meet the requirements of O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure, specifically Table 3.

3.5.1 Criteria

The following section establishes the level of service for the Wignell Drain. Channel size is confirmed to be based on a 1 in 5 year return period storm, which is expressed as a design storm as follows:

- 5-year cumulative storm with a total rainfall of **68.9 mm** using a Soil Conservation Service (SCS) Type II **24-hr** storm distribution.

The design storm is used to forecast a predicted runoff for identified catchments. Each channel section is designed to convey this runoff.

3.5.2 Drain Capacity Design

The Wignell Watershed Report, provided under separate cover, describes the hydrology and hydraulic modelling used to assess the existing watershed. A revised model was implemented for the design and capacity determination of the existing channels based on the design drawings attached to this report. The hydrologic model is depicted as runoff areas, with links and nodes in Figure 15, implemented in PC-SWMM (stormwater runoff software using Environmental Protection Agency, EPA Stormwater management model v5.2.3)

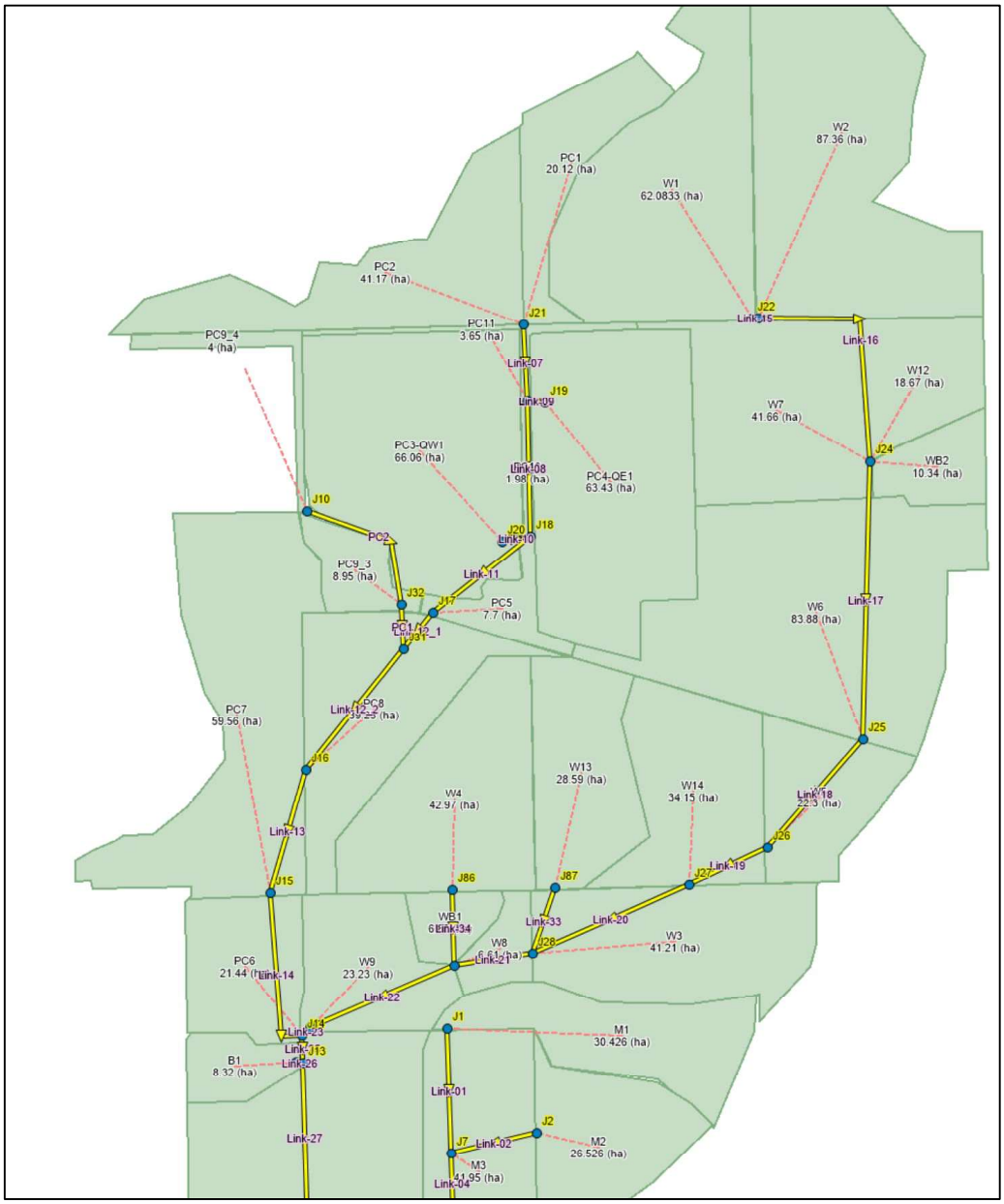


Figure 15: Wignell PC-SWMM Model

The specific results for the Wignell Drain, Port Colborne Drain and Michener Drain are included in the table on Channel Design parameters in Appendix D. The table provides a design ratio based on the comparison between model predicted flows and proposed/existing channel capacities.

4 Drain Works Recommendations

The following sections detail the proposed works for implementation.

4.1 Description of the Works

The following presents a program of proposed improvement works for the Wignell Drain. As a program, some works are staged and may not proceed in a step-by-step manner but on an 'as and when available' basis that best meets environmental and regulatory requirements.

4.1.1 Wignell Drain Flow Improvement

The primary function of the proposed works for the Wignell drain is maintaining the channel section and reducing flow restrictions. This is for two critical restoration efforts as follows:

Restoration works #1 is the removal of vegetation between the top of the bank and the top of the bank. This removal targets tree and shrub growth that limits or could obstruct primary flow paths. Every effort to retain trees and understory growth, not in the channel, will be made to reduce the environmental impacts of the maintenance work. A work zone is required for the channel improvements. A vital aspect of this is the removal of standing dead ash trees. Fallen limbs from these trees create obstructions within the existing flow path.

Restoration works #2 is to remove any deposition humps or deviations that are impeding flow. This does not include any changes to grades that were over deep or past the calculated grade line in the past but does include channel bank stabilization where slips or excessive erosion are evidenced during the restoration works #1. Channel restoration is typically done from one side; however, where the drain is too wide for equipment to reach, the restoration will be completed from both sides of the channel. In areas of one working side, every effort will be made to reduce existing stable bank cover damage on the opposite side of the work zone.

Most of the proposed work for the Wignell Drain is to re-establish the original drain capacity and function by cutting trees and vegetation that have grown in the drain. Figure 16, below, illustrates a typical cross-section view of the work and work zone required to do the work.

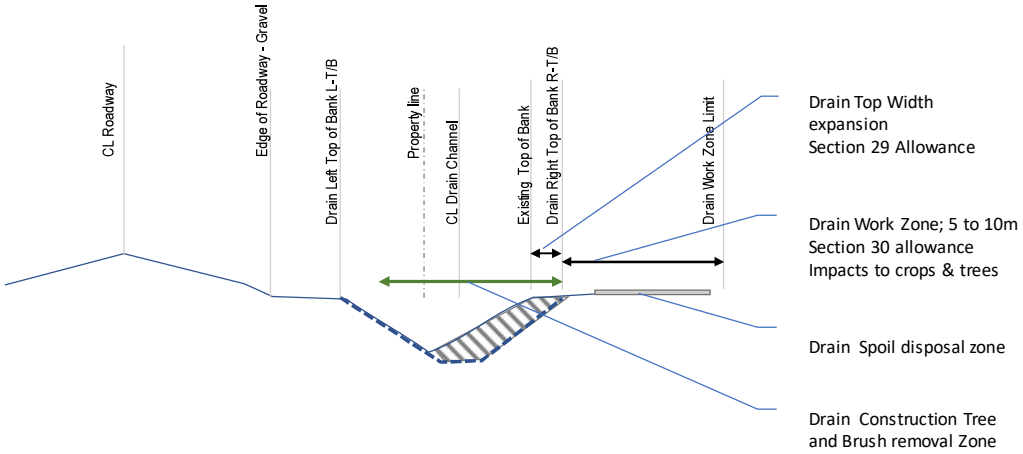


Figure 16 Typical Drain Work and Work Zones

With the main work program, the original drain is cleaned down to the proposed grade line, and a specific capacity is achieved by removing the bottom and one bank. It is beneficial to only disturb one bank and leave low vegetation in place. Trees through the drain top of the bank (T/B) to the top of the bank (T/B) are removed, leaving stump and roots in place if the removal negatively impacts the grade.

Removing trees from the work zone is eligible for the Tree Canopy Preservation program. This program replaces existing trees removed on private property for the drain with saplings to be planted outside of the working corridor of the drain.

4.1.2 Wignell Drain Re-Alignment

Above Station 4+726, north of Highway #3, the Wignell Drain is adjacent to the planned expansion of the quarry. There is no permanent impact to the drain until the change in alignment to the west at station 5+975, which is expected to be impacted by the proposed quarry extraction limit.

This section of the drain has been realigned along the quarry land property line, Roll No. 271104000311200, to the Second Concession Rd, where the proposed Drain turns west and remains on quarry property until at 6+700 at the south side of the Second Concession Rd allowance proceeds west to the existing Drain culvert crossing. This reconnects the former drain channel (culvert) to the realigned drain channel.

The design is a traditional ditch constructed with a new alignment for the northern portion and to keep the existing alignment south of 5+960.

The portion of the drain from 5+020 to 5+330, Roll No. 271104000308300, is proposed for extraction by PCQ. This section is proposed for bypass during extraction, and once extraction is complete, PCQ will restore the original drain channel using a similar but not identical path. The intent is to connect the two ends at the property line crossings with a simple arc. This work is recognized as temporary and thus not detailed in this Drainage Report. PCQ will provide plans, drawings and supporting calculations before the drain channel is impacted.

4.1.3 Wignell Bank Restoration and Improvement Program, (BRIP)

At the time of this report, there is only one section identified for bank restoration, which is the lower reach of the Wignell from station 0+020 to 0+380. The bank restoration is focused on the south side bank from 0+100 to 0+200, specifically on the property identified as Roll No. 400900.

The BRIP is established within this report as a maintenance activity under Section 74 to execute work that benefits the local landowner for whom the bank exists on their property and the entire watershed. The work is to re-establish an eroded bank, which has moved back away from the original position through erosion or changes in alignment due to erosion. The maintenance program will be available within the Wignell Drain based on the Drainage Superintendent performing an inspection, assessing and confirming that an eroded bank exists before the work commences.

The work consists of bio-engineering to stabilize and/or restore the bank of the drain to the original position in response to erosion of the bank. This work is detailed and shown in Drawing W.GD-02 of the drawing set (Appendix A). It shows the bio-engineering methods for addressing bank erosion. Once this work is complete, the cost is assessed 50% to the property owner whose lands were restored and 50% to the entire watershed.

For the work identified at property Roll No. 400900, a site meeting was held on February 24, 2020, at 828 Lakeshore Rd E. The site visit confirmed that the existing bank had eroded back due to the fallen trees on the north bank. This site inspection confirmed the need for bank restoration, and the Bank Restoration and Improvement Program (BRIP) was developed in response to the identified need and as an alternative to the past use of concrete blocks.

The bio-engineering restoration is very different from the previous bank restoration completed in 2007, using large concrete blocks that required significant geotechnical engineering work to ensure the blocks were suitably supported on the bog peat lands (Section 3.2.1). The bio-engineered bank is intended to be a lighter, more natural use of materials to create an erosion resistant bank. The bio-engineered bank design relies on plant materials, root systems, and rocks to hold the layer between water and land in place. If the plant materials fail to establish themselves, then the ‘system’ of integrated materials can break down and fail. The key to successful bank restoration is healthy plant growth at the bank. It is recommended that the plants be native species consistent with the Port Colborne / Lake Erie ecosystem.

https://caroliniancanada.ca/legacy/FactSheets_IndSpecies.htm

4.1.4 Municipal Crossings

The existing north-south culvert crossing on Second Concession Rd is to remain in place and be connected to the realignment of the drain along the south side of Second Concession Rd instead of progressing south along the east side of Carl Rd. This reverses the flow within the roadside swale and requires the replacement of the private lane access culvert.

4.1.5 Private Crossings

An existing private crossing on Roll No. 271104000308300, identified as W-CS-011, is located at STA 5+200.

As indicated by the PCQ application for the expansion of Site 3 for extraction, this portion of the drain will be temporarily bypassed for extraction and then returned to a similar position as part of the quarry reinstatement of this property. This work is to be submitted for review, comment and approval at the time the work is to proceed.

New Culvert – 1645 Second Concession Rd

Proposed 1630 x 1120 CSPA – 6m in length on a 0.17% grade with no embedment. Installed at new grade line for the realigned Wignell Drain with a proposed lane crossing height of 182.60, backfilled with 'A' gravel and complete in compliance with General Details W.GD-02 and drawing detail GS-06.

The new culvert is 100% a special benefit of the owner, Port Colborne Quarry (PCQ).

Replacement Culvert – W-CS-015

The existing farm crossing on Roll No. 271104000311500, John Paul Fehrman, is a concrete box culvert 2350x1040 that is to be removed and replaced with a new CSP Elliptical at Station 4+197; proposed crossing height 178.750 with 'A' gravel backfill.

The proposed replacement pipe is 1727mm x 1092mm CSP Elliptical with a length of 9m installed at 0.5% grade and embedded 25mm (INV U/S 177.350 INV D/S 177.300) with a proposed design flow capacity of 2.27 cms.

The culvert is to be installed as per detail GS-06 on the Drawing General Details W.GD-02, and the typical 9m cost is split 50% to the owner and 50% to the watershed.

4.1.6 Utility Conflicts & Coordination

Not all utility locations and conflicts are known during design. Where a conflict between the drain and an existing utility has been identified, a program cost has been allocated for the protection or relocation of the utility during construction.

The proposed realignment has identified two utility impacts:

- The flow reversal of the existing roadside swale on the south side of Second Concession Rd identified a conflict with the existing Bell Telephone phone network. It is a requirement that Bell Telephone relocate this existing infrastructure where the new channel impacts the buried telephone lines.

- The realigned drain east of 6+700 will cross the existing property hydro service to 1645 Second Concession Rd. The owner is responsible for the cost of relocation. An option is to move the existing hydro pole south of the realigned drain channel.

4.1.7 Plans, Profiles & Specifications

The proposed Wignell Drain works are described in the attached Plans, Profile drawings, Specific Design Drawings, and Standard Detail Drawings, which are attached as Appendix A.

Project Specifications are attached as Appendix E.

4.1.8 Gate Structure Improvements

The following are planned improvements to the gate structure and are presented for consideration as an improvement under Section 78.

1. Gate automation using actuators. This replaces the existing motorized controls located on 2 of the 3 gates.

An investigation has shown that the existing drain bottom and existing gate bottom are no longer sealed. When the gate is fully down, it does not meet the bottom of the channel, which is bedrock. The proposed Gate Improvement Program includes the following and is illustrated in Figures 17 and 18: (Proposed Works, Gates 1 & 2)

1. Pour concrete sill in existing bedrock to a finished height 173.80. The concrete sill includes a keyway notch at 173.80 to create a seal between the gate and the drain bottom. The keyway shall have a back and bottom to seat the new gate bottom.
2. Extend existing gates using C channel steel (200mm x width to match the existing gate bottom (50mm) to seal/seat with the new concrete sill and maintain the existing closed top elevation 176.52.
3. Replace existing motors with actuators on the existing pedestals and threaded rods. Gate movement shall be from 173.80 to 175.52, providing a total opening movement of 1.72m.
4. The new actuators will provide local movement control and remote operation. Remote operation provides for the gates to close using an automatic closing sequence. The new closing time for the gates is 8 to 10 minutes instead of 20 to 30 minutes.
5. The automatic closing sequence will require health & safety upgrades to the existing physical arrangement on site to restrict access to the gate structure to only qualified personnel and prevent public access to the site. A warning light and alarm will warn of the pending gate movement for the operator and public safety. This includes a new west side access ramp to gate actuators and a west side stairs to the existing pump station lower level.

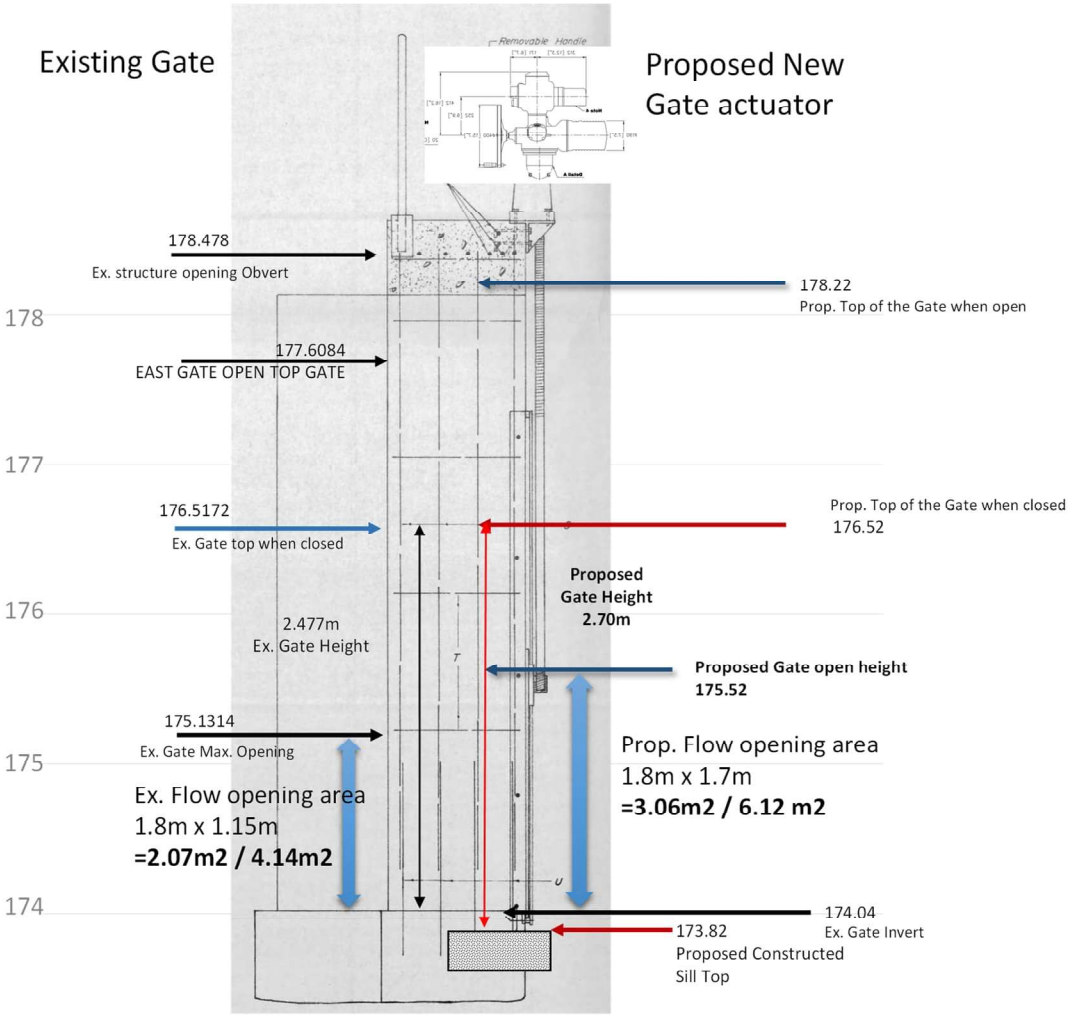


Figure 17 Proposed Wignell Gate Structure Improvements

The proposed gate improvement increases the cross-section flow by 50% but will only impact and increase runoff flows to the lake for high storm events where the runoff depth exceeds the flood elevation of 175.15m.

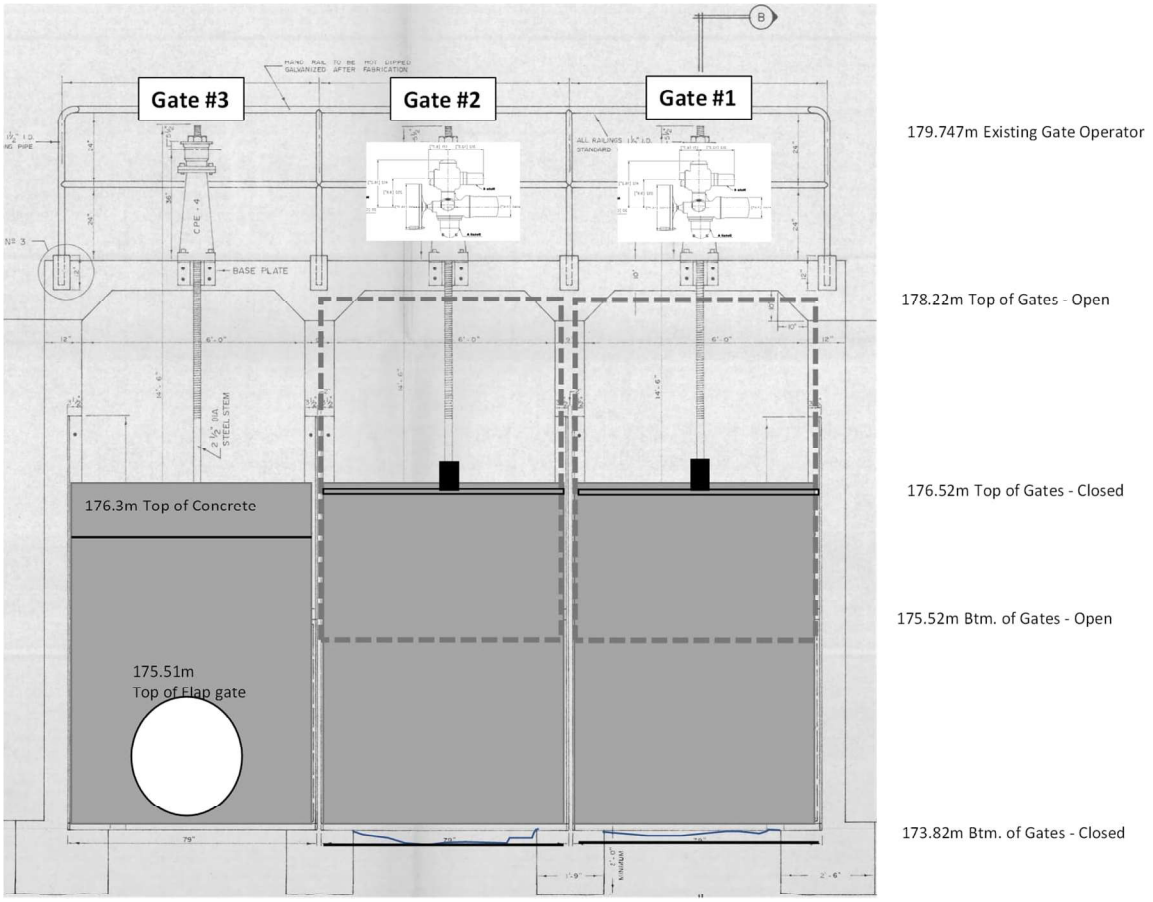


Figure 18 Gates 1, 2 & 3 Structure Improvements

4.2 Construction and Constructability

The following describes the specific requirements for drain construction.

4.2.1 Vegetation Removal

Vegetation, specifically trees, will be cut outside of time-restricted bird nesting periods. The remaining stumps are to remain in place unless they obstruct flow or are Ash tree stumps with re-growth already established. In those cases, the stump will be ground down where access permits to match the existing channel section. Ash re-growth will be removed.

Tree removal from the Top of the Bank to the Top of the Bank is to be 100 percent; however, tree removal within the work zone is at the discretion of the drainage superintendent while making every effort to preserve trees where possible. Where trees are removed in the work zone, they qualify for the tree replacement program per the tree qualifying criteria detailed in the project specifications and in accordance with City guidelines.

4.2.2 Spoil Material

All spoils and spoil handling practices will comply with applicable legislation, including O. Reg. 406/19: ON-SITE AND EXCESS SOIL MANAGEMENT filed December 4, 2019, under the Environmental Protection Act, R.S.O. 1990, c. E.19 and all other applicable legislation.

Where specified, excavated spoil material shall be disposed of and levelled a minimum of 2.5 m from the top of the bank to ensure that sediment does not re-enter the drain. Spoil placed next to the drain shall be spread to permit access across the berm area and shall be placed to a maximum height of 0.6m. Spoil excavated along existing travelled road allowances and on private property where requested shall be disposed of by the Contractor off-site. The benefiting property owner shall bear the cost of spoil trucked from the property.

Spoil shall be disposed of as noted in the description of the proposed work. The spoil will be disposed of adjacent to the drain unless otherwise specified. Should any property owner require that all or a portion of the spoil be trucked away from their property, the cost of compliance testing and trucking spoils shall be assessed totally to the property owner requesting same and will not form part of the total cost of the drainage system. The cost of trucking away spoil from any future maintenance work will be assessed directly to the property owner requesting the same. Where debris from vegetation removal is requested to be removed from the property or disposed with the agreement of the property owner, this cost is borne by the property owner.

Regarding the reaches of a drain within travelled Municipal Road allowances, the spoil will be trucked during the initial construction and any future maintenance work where there is no opportunity to dispose of the material adjacent to the allowance and channel. The spoil will be moved and disposed of within the Drain project limits first and only trucked away as a last option.

Access channels shall be provided through the levelled spoil material at every location where existing drainage outlets are visible and/or identified during construction by the Drainage Superintendent. The invert of the access channels shall be consistent with the drain cross-section at that location.

Spoil excavated from the drain shall be levelled in a manner suitable for cultivating crops where crops were previously cultivated. Where the drain is adjacent to a grassed area maintained by the owner, the spoil shall be levelled and re-seeded with grass to restore the area to a like or better condition before construction.

The realignment of the Wignell Drain adjacent to the designated wetland south and east of Carl Rd and Second Concession Rd is a challenge for soil disposal. As the drain is reversed from the westward-flowing roadside swale to an east-flowing municipal drain, there will be more excavated soil volume as the drain progresses eastward as the banks will be higher. Instead of spreading soil along the south bank, soil will be piled adjacent to the drain bank and not spread. This will allow flows exceeding the bank's south top to continue into the wetland. A consistent minimum top of the left bank is to be achieved.

4.2.2.1 Contaminated Spoils

Where soils are known to be contaminated but have been assessed to pose no human health risk, on site spreading adjacent to the drain will be the practice and acknowledge that the soils are not to be ‘moved’ off the property.

Where soils are to be removed from the property, a sample will be collected and analyzed for contamination before removal. Where that sample is shown to be contaminated and disposal of the soil will require disposal at a registered facility in compliance with O.Reg 406/19, the owner will be responsible for the costs of disposing of the contaminated soil from their property.

Once a contaminated sample is identified, the owner can choose to retain the soil on site instead of trucking for disposal to reduce their cost.

4.2.3 Sediment Control Basins

The addition of sedimentation basins to the Wignell Drain in three locations will assist with controlling sediment during maintenance and re-grading to the identified design grade line. Post-construction, these basins remain and continue to provide sedimentation control during precipitation events.

Sediment basins will be constructed at the locations and to the specifications indicated on the drawings. The Contractor will maintain these sediment basins during construction, as directed by the Engineer and/or designate. The basins are part of the Municipal Drain. The Municipality will maintain them in the future at the expense of all upstream land and road owners herein assessed, as shown on the attached assessment schedule. Properly maintained sediment basins reduce the frequency of drain maintenance clean out, thus reducing overall maintenance costs for property owners. The basins are to be inspected annually for an assessment of sediment depth. Sediment shall be removed when the measured depth exceeds half the constructed depth of the basin. The Drainage Superintendent may adjust the inspection schedule after some experience with the sediment basins within the watershed.

4.2.4 Revegetation

Drain banks and exposed soil areas within areas disturbed during the maintenance of the drain are to be seeded as quickly as possible by the contractor.

The drain banks should be seeded as quickly as possible after excavation, and the spoil should be seeded on the day of levelling. Seeding should occur in a manner that optimizes seed germination and establishment of vegetation before mid-October and after late April.

The seed mixture used shall be applied at a rate of 40 kg/ha in the following proportions:

Creeping red fescue	20 kg	50%
Perennial rye grass	8 kg	20%
Birdsfoot trefoil	12 kg	30%
Total	40 kg/ha	100%

4.2.5 Private Drain Connections

Where private connections are made to the Municipal Drain, the connections must comply with the City's standard connection designs. This includes the following connection types:

- Open channel connection – minimal allowance for grade and freeboard.
- Surface water flows – rip rap rock requirements for reducing or amending potential or evident erosion sites.

- Tile drain connections use PE or CSP pipe to connect to a receiving channel.
- Berm and Orifice Flow Control – connections designed to control runoff to specified flow rates.

Private connections are not part of the drain but are owned by the landowner and are their responsibility for construction and maintenance. Where the Drainage Superintendent or Engineer identifies a deficiency, the landowner is to make good the connection. Deficiencies may include eroded connections, blocked connections or poor connections. The landowner can accept having work done by the City on their behalf to make good the connection based on a 50/50 cost-sharing basis. Where the City identifies a deficiency and the repairs are not made by the landowner by the next cycle of drain maintenance, the City can make the required repairs and 100% of the cost will be assessed to the landowner.

4.3 Future Maintenance and Repair Provisions

The Drainage Act, Chapter D.17, Sections 74 through 84 governs future maintenance, improvement and repair to any Drainage Works constructed under a By-Law passed under this Act or any predecessor of this Act.

Upon completion of the Wignell Drain works described in this Report, the City will be responsible for future maintenance of the drain with the cost assessed to the upstream lands and roads using the Assessment Schedule in Appendix B and pro-rating the assessment based on the actual cost using the Outlet Liability Assessment – Section 23. Special Assessment shall not apply to maintenance work except where maintenance works are related to culvert/bridge replacement or upgrades.

4.4 Construction Summary

The following table lists construction activities by property, starting from the outlet and proceeding upstream.

Table 1 Wignell Drain Construction Summary

Property / Owner	Drain Side	From STA	To STA	Length	Work Description	
271104000400500 / White Stephen Christopher	Both	0-297	0-276.3	20.7	Maintenance of the Wignell Drain outlet to Lake Erie to address littoral drift sand is required on an ongoing as needed where needed basis.	Work is from the east side using an access lane for crossing private property to the outlet.
271104000400505 / McKay Terence	Both	0-276.3	0+000	276.3	Wignell Drain Outlet maintenance is to consist of vegetation control and grade maintenance.	Work is from the east side and west side where required.
ROW / Lakeshore Rd E	Both	0+000	0+024	24	Pumping Trailer access site to be improved. Control Structure Improvement Program.	Work is from Lakeshore Rd East Right of Way.
271104000404301 / 570466 Ontario Limited	Both	0+024	0+134.3	110.3	Bank spot maintenance as needed where needed.	Work is from either side of the north or south bank.

Property / Owner	Drain Side	From STA	To STA	Length	Work Description	
271104000400900 / MacNeil Robert Joseph F	Left	0+134.3	0+196.7	62.4	Bank Restoration and Improvement Program (BRIP) – focus on South Bank for improvement to restore +1m. Northside work is maintenance to reduce tree impacts.	Work is conducted from the south side; additional work on the north bank will be done from the north side.
271104000404300 / Nieuwland Kevin	Right	0+134.3	0+242.1	107.8	Bank & spot maintenance as needed where needed. BRIP inclusion option.	Work is from either side of the north or south bank.
271104000404320 / Nieuwland Kevin	Left	0+196.7	0+242.1	45.4	Bank & spot maintenance as needed where needed. BRIP inclusion option.	Work is from either side of the north or south bank.
271104000404200 / Mitchell Timothy J	Left	0+242.1	0+347.1	105	Bank & spot maintenance as needed where needed. BRIP inclusion option.	Work is from either side of the north or south bank.
271104000403720 / Vale Canada Limited	Right & Both	0+242.1	0+574	330.4	Bank & spot maintenance as needed where needed. BRIP inclusion option.	Work is from either side of the north or south bank.
2711-040-004-03800 / Arnold Alicia		0+437	0+570	130.6	Non-riparian owner impact.	Property is impacted by working zone on the south side.
ROW / Snider Rd	Right	0+574	2+100	1527.5	Spot maintenance as needed where needed. BRIP inclusion option.	Work is from either side of the west or east bank.
271104000403605 / Ramautarsingh Lindsey D	Left	0+594	0+606	12	Spot maintenance as needed where needed.	Work is from either side of the west or east bank.
271104000403700 / Vale Canada Limited	Left	0+606	1+036.2	430.2	Spot maintenance as needed where needed.	Work is from either side of the west or east bank.
271104000408400 / Vale Canada Limited	Left	1+036.2	1+297.2	261	Spot maintenance as needed where needed.	Work is from either side of the west or east bank.
271104000408600 / Vale Canada Limited	Left	1+297.2	1+539.7	242.5	Spot maintenance as needed where needed.	Work is from either side of the west or east bank.
271104000408700 / Schlenger Uszer	Left	1+539.6	2+059.6	520	Spot maintenance as needed where needed.	Work is from either side of the west or east bank.
271104000699500 / City of Port Colborne	Left	2+059.6	2+079.4	19.8	Culvert Cleaning & maintenance as required.	Work is from either side of the west or east bank.
271104000408715 / City of Port Colborne	Left	2+079.4	2+083.5	4.1	Spot maintenance as needed where needed.	Work is from either side of the west or east bank.
ROW / Snider Rd	Left	2+083.5	2+106	22.5	Spot maintenance as needed where needed.	Either bank within ROW
271104000407805 / City of Port Colborne	Both	2+100	2+405.3	305.3	Bank spot maintenance as needed where needed.	Work is from the south bank.
271104000499900 / City of Port Colborne	Right	2+405.3	2+500	94.7	Bank spot maintenance as needed where needed.	Work is from the south bank.
271104000405600 / Kriter Robert	Left & Both	2+405.3	2+558.7	153.4	Remove soil to grade, spread on bank and seed.	East Side and South Side work zone.
271104000405700 / Moskalyk John Joseph	Right & Both	2+558.7	3+033.5	474.8	Remove soil to grade, spread on bank and seed.	Work is from the South Bank and East Bank.
271104000407300 / Verdonk Sibbelina	Left	2+558.7	2+718	159.3	Remove soil to grade, spread on bank and seed.	Work is from the East Bank.

Property / Owner	Drain Side	From STA	To STA	Length	Work Description	
271104000405800 / Pace Christopher Alan	Both	3+033.5	3+131.4	97.9	Remove soil to grade, spread on bank and seed. Construct Sediment Basin W-SB03 @ STA 3+100	Work is from the south bank.
ROW / Lorraine Rd	Both	3+131.4	3151.7	20.3		
271104000317710 / Bankert Helen Irene	Both	3+151.7	3+351.4	199.7	Remove soil to grade, spread on bank and seed.	Southside work zone.
271104000315000 / Vandebeld Grace Elizabeth	Both & RB	3+351.4	3+806.1	454.7	Remove soil to grade, spread on bank and seed.	Southside work zone.
271104000317600 / Ribau Jeffrey	Left	3+500	3+538.4	38.4	Remove soil to grade, spread on bank and seed.	Southside work zone.
271104000317501 / Pagliaro Carlo	Left	3+538.4	3+589.5	51.1	Remove soil to grade, spread on bank and seed.	Southside work zone.
ROW / Killaly St E.	Both	3+806.1	3+840.2	34.1	Clean through culvert as required	
271104000316500 / Harrington Peter Anthony	Left	3+840.2	4+029.2	189	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000316600 / Burke Michael	Right	3+843	3+920	77	Remove soil to grade, spread on bank and seed.	Option to work on the east side for 60m
271104000316700 / Burke Michael	Right	3+920	3+958.2	38.2	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000316800 / Phillips Charles Milton	Right	3+958.2	3+973.6	15.4	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000316900 / Reles David Leonard	Right	3+973.6	4+004.3	30.7	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000317000 / King Carl Rodney	Right	4+004.3	4+029.2	24.9	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000312400 / Wright Timothy James	Left	4+029.2	4+133.3	104.1	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000317100 / Arsenault Henri Claude	Right	4+029.2	4+054.4	25.2	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000317200 / Gillespie Evan John	Right	4+054.4	4+077.7	23.3	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000317400 / Smith Reginald Garfield	Right	4+077.7	4+096	18.3	Remove soil to grade, spread on bank and seed.	North side work zone.
271104000312300 / Hobbs Edward George	Right	4+096	4+133.2	37.3	Remove soil to grade, spread on bank and seed.	North side work zone.
ROW / Weaver Rd	Both	4+133.2	4+153.9	20.7	Remove soil to grade, spread on bank and seed.	
271104000311500 / Fehrman Paul Allan	Both	4+153.9	4+467.5	313.6	Remove soil to grade, spread on bank and seed.	Southside work zone.
271104000311201 / Wagner Edith Gail	Both	4+467.5	4+613.0	145.5	Remove soil to grade, spread on bank and seed.	Southside work zone.
271104000311202 / Ruston James Daryl	Both	4+613.0	4+698.5	85.5	Remove soil to grade, spread on bank and seed.	West side work zone.

Property / Owner	Drain Side	From STA	To STA	Length	Work Description	
ROW / HWY 3	Both	4+702.4	4+722.8	24.3		
271104000311300 / Rankin Engineering Inc	Both	4+722.5	4+838.8	116.3	Remove soil to grade, spread on bank and seed. Construct Sediment Basin W-SB02 @ STA 4+740	The work zone is from the east side.
271104000308201 / Fehrman Paul Allan	Both	4+838.8	5+023.4	184.6	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000308300 / 1970065 Ontario Inc	Both	5+023.4	5+346.9	323.5	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000308401 / Noel Marc Raymond	Both	5+346.9	5+464.6	117.7	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000308400 / Li Yue	Both	5+464.6	5+568.2	103.6	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000308100 / Dyck Abram Klassen	Both	5+568.2	5+669.6	101.4	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000308000 / Jarry Terry Alain	Both	5+669.6	5+817.8	148.2	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000308101 / Bury Alexander	Both	5+817.8	5+972.0	154.2	Remove soil to grade, spread on bank and seed.	The work zone is from the east side.
271104000311200 / Port Colborne Quarries Inc	Both	5+972.0	6+683.9	711.9	Re-align the Drain along the existing Property Line, Spread soils adjacent to the Drain. Replace existing roadside swale laneway culvert with new CSPA 1630x1120	The work zone is from the west side.
271104000315305 / 1970065 Ontario Inc	Left	6+683.9	6+902.4	218.5	Re-align the Drain along the existing Property Line and spread soils adjacent to the Drain. Berm old Drain path along the east side of Carl Rd	The work zone is from the north side.
ROW / Second Concession Rd	Right	6+683.9	6+902.4	218.5	Re-align the Drain along the existing Property Line and pile soils adjacent to the Drain on the south bank. Protect existing trees from harm where possible. No soil spreading to preserve existing bank heights.	
ROW / Carl Rd / Second Concession Rd	Both	6+902.4	6+922.0	20.3	Clean culverts of sediment.	
271104000506400 / 2023165 Ontario Inc	Both	6+922.0	6+922.1	0.1	End of Drain	

5 Drainage Works Financing

5.1 Cost of Works

The Drainage Act stipulates what is or is not eligible as a construction cost or cost of the proposed works. Many reports are prepared on the basis that a single aspect of construction will be undertaken; however, for the Wignell Drain, there may be one or several construction periods depending on the construction steps selected by the City of Port Colborne. The implementation of the proposed works is not detailed in this report and is implemented by the City of Port Colborne to make the most effective use of existing resources and ensure the most cost effective construction effort is achieved on behalf of the assessed landowners.

As required by the Drainage Act, Chapter D.17, Section 59(1), the Council may call a meeting if the contract price exceeds 133 percent of the estimated construction costs.

5.1.1 Admin & Engineering Costs

There are specific administration costs are identified for the Wignell Drain. They were provided by the City for inclusion in the report as follows:

- Debenture Interest - 2007 to 2017 in the amount of $29,827.92
- Debenture Administrative Fee in the amount of $ 6,065.29
- HST on the current engineering fees. Past Engineering HST excluded.

There are three primary engineering costs related to these works for the Wignell Drain. There are costs from three separate engineering companies working to prepare the report.

Wiebe Engineering was first hired to prepare the report. Wiebe performed work related to the Erosion Control works with the placement of the concrete blocks which is allocated directly with the erosion control works as a specific special assessment. Wiebe was paid $92,511.44 for work completed on the Wignell, Michener and Port Colborne Drains.

Amec Foster Wheeler (formerly Amec) was appointed to conclude the assignment. Amec did not finish the report but were paid $67,147.23.

These costs have been allocated to the respective drains using a drain area ratio as per the following table.

Table 2 Drain Area Ratios

Drain	Area, Ha	Area Ratio
Michener Drain Area	134.59	11.94%
Port Colborne Drain Area	349.389	31.01%
Wignell Drain Area	642.843	57.05%
Total:	**1126.822**	

The result is a cost allocation to Wignell for the portion of engineering fees for each of the two previous engineers.

The fees for EWA Engineering Inc. are recorded on the basis of the proposed fee for the preparation of each individual report, along with any associated changes in scope.

The court of revision for the Michener Drain and Port Colborne Drain directed the engineer to adjust the AMEC fee changed to the report by 50%, with the remaining fee paid by the City of Port Colborne levy.

The final engineering fees for the report are:

- Wiebe (2003) $ 53,374.78
- Amec (2013) $ 19,370.41 (COR adjusted)
- EWA Engineering Inc. (2024) $208,579.62
- City CAD services $ 50,147.50

A construction engineering fee was recorded for the work done to complete the 2007 concrete block retaining wall. This was paid to Wiebe Engineering for $32,098.76. As EWA nor Amec provided any engineering related to the 2007 works, this fee is recorded separately from those above and assessed solely for the work related to the 2007 project.

In addition to these Engineering fees, there are Administration fees for the debenture used to finance the 2007 construction of the concrete block retaining wall. Those fees were presented in paragraph 1 of section 5.1. and are adjusted for the debenture portion used to finance the 2007 concrete block wall construction. The directly assessed values from the debenture applied to the 2007 block wall are as follows:

Interest paid on the debenture $17,209.32
Legal fees for the debenture $3,499.39

Also included in the costs for Administration and Engineering is a cost estimate for construction administration & inspection. $3,500.00

For a total Administration and Engineering allocation to the cost of the drain of current fees of **$363,712.21**

Including the Wiebe fees in 2007 **$365,037.28**

5.1.2 Capital Construction Cost

Cost estimate has been organized into six segments for allocation across the watershed.

The total cost of the project is shown in the following table.

Table 3 Wignell Estimated Cost of Construction

Cost Item		Report Estimate
Estimated Cost of Construction		$966,934.98
Previous Construction Works Completed but not Assessed.		$244,423.06
Eligible Administration Costs		$413,020.28
Drain Allowances		$1,642,278.16
	Forecasted Total Costs	$1,642,278.16

5.1.3 Previous Works Completed

Additional to this estimate of construction cost is the cost for work already completed.

5.1.3.1 Construction Already Completed

The total cost of the works previously constructed is as follows:

2006/2007 Block Bank Construction $273,353.22
2020 single lane constructed $3,168.60
to access Wignell Outlet
Roll No. 271104000400500 and Roll No. 271104000400305

For a total cost of previous works: **$276,521.82**

5.2 Maintenance & Program Costs

Included in the estimated cost of construction are allocations for costs related to drain maintenance works including vegetation removal and re-grading.

There are also costs for programs of drain improvement specifically related to the Wignell Gate Structure. The structure originally was modified to support three additional forms of pumping. The improvement program removes the instream discharge piping from the structure. The structural assessment conducted by Insyght engineering identified that the existing handrails are not code compliant. A program to revise handrails to be code compliant will be performed along with changes to restrict access. This improvement program is budgeted and will be conducted over a suitable schedule that may be staged to best optimize the work and comply with environmental regulations for instream works.

5.3 Principles of Assessment

The following are general and specific principles used to assess costs for the Wignell Drain according to the Regulations formed under the Drainage Act using our understanding of the Act and seeking the fairest methods to share costs to ratepayers within the Wignell Drain Watershed.

1. Assessments are a method to calculate a contributing property's share of drainage works, hereafter referred to as a Drain.

2. Each Drain is defined by a fixed point of commencement that traverses to a fixed Outlet, which may be a receiver or another Drain.

3. A property contributes to drainage work if any portion of the property directly or indirectly contributes to a runoff flow to the Drain.

4. A Drain is any constructed or existing natural method of conveyance or stormwater management function that moves or controls water from one collection point to a discharge point, an Outlet.

5. The use of a property, farming, residential, or vacant, does not define the benefit of the Drain. The benefit of a drain is realized equally among all properties with runoff to the Drain.

6. An excess or additional benefit is realized for any property or group of properties for which a higher standard of drainage service is required for the specific use of a property for which a higher value is realized.

For example, where a market garden farm requires additional pumping for either irrigation or reducing the water surface in the drain, then the additional costs for that are borne by the benefitting lands.

Similarly, where a property or group of properties is provided with a lower standard of drainage service or where such property or properties provides a stormwater management function within the drainage works of the Drain, the value of the lower service or function is determined at a rate commensurate with the benefit to the drain.

As an example, where a property converts a portion of their lands (or the entire property) to a wetland or other stormwater management feature that reduces the peak flow of the runoff, thereby reducing or enhancing the capacity of the Drain to improve drainage and reduce flooding, then a commensurate benefit is realized to the volume of water removed from the runoff hydrograph.

Where the volume of detained runoff is small relative to the drain capacity, this contribution is deemed negligible. Where the volume detained is below 1% of the total runoff volume for the Drain, there is no real benefit realized for an individual Stormwater Management Feature.

The capacity of the Drain is determined based on a hydrologic model forecast of precipitation based runoff. Therefore, each property realizes a drain benefit based on the proportion of predicted runoff for their property. Predicted runoff is a product of the following attributes, which are determined for each property:

a. Area contributing to runoff;
b. Land use as it relates to runoff;

c. Land topography;
d. Proportion of hard surfaces vs soft surfaces as they relate to infiltration; and
e. Stormwater management features specially built to reduce the rate of runoff.

9. A benefit is realized for a property that causes a physical change in the Drain works to serve a particular use or surface water benefit to the property. An example is a culvert, which provides access to a property across a drain.

10. A benefit/assessment is realized for Municipal, Regional or Provincial lands held as Rights of Way that cause or require additional infrastructure, effort or costs related to the Drain. (Section 26)

11. Where a cost to the drain is realized through effort during construction or otherwise for the protection of flora, fauna or quantity or quality of stormwater runoff, this cost is born proportionally amongst all watershed contributing owners at the same rate as established for Drain benefit.

12. A Drain already exists, and the proposed assessment is to recognize a service or benefit that already exists and is being confirmed to exist through the creation of the report and assessment schedule.

13. For utilities that require additional work, changes in design, or protection during construction, those costs are borne by the owner of the utility.

A modern infrastructure concept is missing from the Drainage Act or is not explicitly directed regarding assessment. That concept is service levels of the drain. For an urban area, explicit service levels are documented through municipal design standards, and expectations are often codified into Manuals of Operation that establish the expected service levels. While there are aspects of this in the Drainage Act, service levels and the possibility that they may vary from property to property or from region to region within a Drain area are not explicitly discussed. The concept is that for a basic service level for a farm, the requirement is for flooding not to be sustained such that plants are drowned. However, depth and damage have no direct link, such as what is accepted in an urban area. Rural residential properties are compared with farm properties where the farm service level is to have the flooding removed within 24 to 36 hours, while the residential service level expectation is to have no flooding within the property limits that might enter a building below grade and cause damage. Flooding depth is to be kept below all sill levels.

This distinct difference in service level expectation was complicated in the Wignell municipal drains by a further increased service level expectation established by the market garden farm operations and the practice of controlling flood elevations using mechanical pumping systems.

While efforts within the drain design and assessment have been made to address water quality and quantity, there are limits within the Drainage Act to address water quality as a direct benefit of drainage.

Benefit (Section 22)

This Assessment is based on the creation of land value through the creation of a new or additional drainage system. The Port Colborne, Michener, and Wignell Drains already exist and have for some time (more than 100 years).

Commencing at Station 5+970, the original drain alignment that proceeded to the west as far as the former Carl Rd right of way allowance, the Wignell drain is proposed to be re-aligned to the north along the property line to Second Concession Rd. With the purchase of these lands for the development of extraction, the Port Colborne Quarry identified that the expansion of the quarry would consume the western upper portion of the Drain. While the actual timing of this occurrence is unknown, it was considered prudent to avoid investing in drain maintenance for the portion the quarry will eventually eliminate and instead re-align as proposed to continue serving the farms north of the Second Concession Road.

The benefit of this re-alignment is entirely realized by the quarry and the City of Port Colborne by having a sufficient outlet for the culverts located at the intersection of Carl Rd and Second Concession Rd. The farms and properties north of Second Concession Rd do not realize an increased benefit but simply the preservation of an existing sufficient outlet for drainage.

Outlet Liability (Section 23)

This is the primary basis for the assessment of the maintenance and drain works. Assessment is based on each property's contributing runoff. This is determined by the area flowing to the drain and runoff factor C. The runoff factor, C, is based on the Rational Method for predicting peak runoff. The Rational Method does not predict the runoff volume and is not used to assess Stormwater Management Facilities (SWF) that may be present on site.

The C factor for assessing property runoff is selected based on the property zoning. Where a property is not currently farmed but is zoned for farming, then a C factor is selected based on the potential use of the property. C factors are not adjusted for variations in Residential properties. Residential properties with or without buildings are assigned the same C factor. Thus, the C factor is not a current prediction of runoff for an individual property but a Factor to assess the potential runoff based on the property's potential use.

The following Table will be used to determine C Factor values in the Runoff Outlet Factor assessment.

Table 4 Land Use and C Factors

PropCode	CATEGORY	DESCRIPTION	C-Factor Low	C-Factor High
100	LAND	Vacant residential land not on water	10	25
105	LAND	Vacant commercial land		
110	LAND	Vacant residential/recreational land on water		
200	FARM	Farm property without any buildings/structures	20	55
201	FARM	Farm with residence – with or without secondary structures; no farm outbuildings		
210	FARM	Farm without residence – with secondary structures; with farm outbuildings		
211	FARM	Farm with residence – with or without secondary structures; with farm outbuildings		
221	FARM	Farm with residence – with commercial/industrial operation		
228	FARM	Farm with gravel pit	12	50
230	FARM	Intensive farm operation – without residence	20	50
231	FARM	Intensive farm operation – with residence		
234	FARM	Large scale poultry operation	20	55
244	FARM	Managed forest property, residence not on water	20	30
260	FARM	Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed	20	55

PropCode	CATEGORY	DESCRIPTION	C-Factor Low	C-Factor High
261	FARM	Land owned by a non-farmer improved with a non-farm residence, with a portion being farmed.		
301	RESIDENTIAL	Single family detached (not on water)	15	40
302	RESIDENTIAL	More than one structure used for residential purposes with at least one of the structures occupied permanently		
303	RESIDENTIAL	Residence with a commercial unit		
313	RESIDENTIAL	Single family detached on water year round residence		
322	RESIDENTIAL	Semi-detached residence with both units under one ownership, two residential homes sharing a common center wall.		
332	RESIDENTIAL	Typically, it is a duplex residential structure with two self-contained units.		
334	RESIDENTIAL	Residential property with four self-contained units		
383	RESIDENTIAL	Bed and breakfast establishment		
391	RESIDENTIAL	Seasonal/recreational dwelling – first tier on water		
392	RESIDENTIAL	Seasonal/recreational dwelling – second tier to water		
405	COMMERCIAL	Office use converted from a house	20	65
410	COMMERCIAL	Retail – one storey, generally under 10,000 s.f.		
421	COMMERCIAL	Specialty automotive shop/auto repair/ collision service/car or truck wash		
441	COMMERCIAL	Tavern/public house/small hotel		
490	COMMERCIAL	Golf course	12	35
510	INDUSTRIAL	Heavy manufacturing (non-automotive)	45	85
518	INDUSTRIAL	Smelter/ore processing		
520	INDUSTRIAL	Standard industrial properties not specifically identified by other industrial Property Codes		
590	INDUSTRIAL	Water treatment/filtration/water towers/pumping station	*	*
593	INDUSTRIAL	Gravel pit, quarry, sand pit	*	*
597	INDUSTRIAL	Railway right-of-way	40	65
598	INDUSTRIAL	Railway buildings and lands described as assessable in the Assessment Act		
605	INSTITUTIONAL	School (elementary or secondary, including private)	35	50
702	SPECIAL PURPOSE	Cemetery	35	65
710	SPECIAL PURPOSE	Recreational sport club – non-commercial (excludes golf clubs and ski resorts)	35	85
715	SPECIAL PURPOSE	Racetrack – auto	45	85
735	SPECIAL PURPOSE	Assembly hall, community hall	30	85
	ROW	Single lane Municipal Roadway	75	95
	ROW	unopened road allowance	65	85
	ROW	Regional or MTO	90	98

* C factor values are situationally assigned based on land use.

The following drain features are part of the whole system and are paid for through the outlet assessment:

- Channel Clearing and Re-grading
- Sediment Basins
- Where a channel is re-aligned to improve the drain function and not caused by property use, the cost of the channel re-alignment is assessed as an outlet assessment.

Special Benefit (Section 24)

The following are assessed costs considered special benefits:

- Culverts,
- Fordings,
- Closed Conduit conveyance (piped flow)
- Erosion protection works (such as was constructed on the Wignell Drain North side of Mt. Saint Joseph Cemetery)
- Channel re-alignment for property use, such as quarry expansion.

The cost of a culvert is assessed against the property owner based on a 50/50 split in the cost assessed against the drain watershed. Construction costs are based on the City's typical design standard. Additional costs, headwalls, etc., are at the owner's cost unless required by the Engineer to meet requirements.

The Wignell Drain above the existing station 5+700 is to be re-aligned to reflect the future quarry expansion that will capture the existing drain alignment that progresses across private lands to the former Carl Rd Right of Way. At present, the Drain requires clearing vegetation growth within the channel and re-establishing the channel design shape and grade. This cost will be deferred in recognition of the future quarry expansion and the cost of relocating the drain. Therefore, the cost of re-aligning the Drain is to be composed of an outlet assessment based on the cost to re-grade and the special benefit to the Quarry lands that a re-location provides.

In addition to assessed costs considered for special benefits, there is also recognition through the use of the Special Benefit for stormwater management facilities within the watershed that reduce the peak flow used to determine the outlet assessment. These facilities that may already exist in the watershed are recognized as having a benefit in reducing peak flow by determining whether the available volume is greater than the 24-hour peak flow volume predicted for the 1:2-year design storm.

- Site Specific Stormwater Management (SWM) Facilities
    - Wetlands,
    - Ponds, (natural and stormwater)
- Natural occurring features
    - Kettle lakes, and
    - Bog lands.
- Artificial runoff capture, such as Quarry lands or other features that collect runoff but do not outlet it to the Drain during the peak flow of the event.

Special Assessment (Section 26)

There are special assessments, as recognized under the Act, for public (not private) roads and utilities that have or require additional costs to the drainage system.

In addition to the projected assessments for Right of Way lands as determined by the outlet assessment, any other costs for road crossings or protection of utilities during construction are assessed to the road owner or utility owner. In this case, all existing road culverts are to be maintained as is, and additional costs are not planned or identified.

Additional costs related to impacted utilities such as Enbridge. These costs can be additional effort during construction to protect or meet site supervision requirements by the utility. Also included are costs to move infrastructure, if required by site conditions.

5.3.1 Allowances:

1. Where a Drain assessment schedule already exists, and a prior maintenance and assessment schedule is known to exist, a Section 29 allowance is accepted and recognized through a past report and schedule unless it can be shown otherwise.

2. Where a Drain is re-aligned to a new path, a Section 29 allowance for land taken is recognized. This can be amended by the restoration of any lands to the same owner by the same re-alignment. Thus, a net allowance can be recognized where that is shown to be the case.

3. Where previously no Drain was recognized but already existed as a flow path, then a Section 31 allowance can be realized along with a one-time creation of a current and future easement for Drain maintenance activities as a Section 29 allowance. This is specifically for the creation of Branch Drains.

4. All property valuations are based on the same basic valuation per the Schedule of Costs.

5. Any tree or feature placed within a drainage work right of access for maintenance is not eligible for compensation.

Section 29 Allowance
(One-time payment for land taken)

Where a Drain already exists and has had maintenance in the past, a work zone is assumed to exist already, and a one-time payment for the work zone easement has been made. No further payment for a work zone or easement is deemed to be required based on the pre-existing work zone, regardless of whether that is known to exist or shown to exist in an explicit reference in a previous Engineer's report.

Where a Drain re-alignment is proposed, then a Section 29 allowance is determined. The determination is based on a 10m work zone parallel to one side of the drain commencing at the Top of the Bank. The Drainage Engineer determines the side from which work is done and shown on the Plans for Construction. The value is based on a single value of land figure as shown in the Schedule of Costs. The access is intermittent, with the owner retaining ownership and access/use of the land for farming or otherwise; a factor in the assessment value of land is applied. Since the work zone is likely to be occupied on a 20-year maintenance cycle, a 1/20 factor is applied.

Where a buffer is created that changes the use of the land adjacent to the drain, a payment for land taken based on the change in land use value is made.

Section 30 Allowance
(Payment for damages during construction)

Awarded where work on the drain, such as maintenance, that damages crops which can not be restored. Does not apply to grass or any other ornamental feature restored to a similar condition as existed pre-construction.

For any trees removed for construction with a greater diameter than 150mm at breast height (DBH), compensation in the form of saplings is offered. Where a tree is removed, 2 saplings of a variety native to the area are offered for planting outside the work zone as compensation, and no award for compensation is made.

Section 31 Allowance
(Incorporate a Private Drain)

This type of allowance is to credit the construction effort of a private drain as it relates to the private drain being incorporated into a municipal Drain.

This can be applied to the following:

- Wignell Branch Drain #2, and
- Wignell Branch Drain #3.

The value of the private drain is dependent on the condition and contribution to the function of the Drain. The cost to construct a similar channel would be based on the Schedule of Prices for valuation purposes. The cost to maintain it would be subtracted.

Section 32 Allowance
(Insufficient Outlet)

This compensates affected owners for whom lands are not sufficiently drained by the service level provided by the Drain or where lands are discharged into instead of having a sufficient outlet.

Section 33 Allowance
(Loss of Access)

Where a re-aligned Drain crosses the property and cuts off access, an allowance can be granted. This is offered as compensation where the landowner accepts the loss of access as the lessor of the cost to construct a culvert, bridge or fording to provide access. It can also be used to recognize a wetland where drainage is deferred in favour of the wetland's use of storage of runoff within the Watershed.

No occurrences of this within the Wignell watershed are newly recognized within this report. There may be previous occurrences assumed to have been recognized in earlier reports.

5.3.2 General Instructions to Property Owners, Road Authorities and Public Utilities

The principles of the Drainage Act are:

- Drainage is a collective good that benefits all landowners. However, drainage does not have to benefit all landowners equally.
- All landowners cooperatively fund the drainage works proposed. There is no direct financial government role in the drainage works other than administrative.
- Landowners are assessed a financial share of the cost for the drainage works based on their respective drainage benefit.
- All drainage costs are borne by landowners, including allowances.
- Drainage is provided based on an identified service level for a specified size of storm. The standard storm, 1 in 5-year frequency, for basic open channel design

is 68.9mm over 24 hours. A storm of a larger size or intensity may cause flooding. The tile placed at the bottom of an open channel is provided for drainage, not conveyance capacity.

For more details, refer to the Wignell Watershed Hydrology and Hydraulics Report.

A best effort has been made to compose a fair and reasonable assessment of costs to each portion of the contributing lands.

5.3.3 Grants

Owners of qualifying agricultural land are presently eligible for a grant from the Ontario Ministry of Agriculture and Food of up to one-third of the cost of their assessment. This grant is applied for by the City and applied to the property owners' assessment at the time of final billing. The Assessment Schedule indicates lands that, based on information provided by the municipality, qualify for the agricultural land use rebate. The final determination of eligibility is the decision of the Ontario Ministry of Agriculture and Food. To be eligible for a grant, the property owner must have a Farm Property Class Tax Rate for the lands to be drained.

For additional information on the Agricultural Drainage Infrastructure Program, refer to the OMAFRA website at www.omafra.gov.on.ca.

The City of Port Colborne provided property tax class information on eligible properties, as shown in Figure 19.

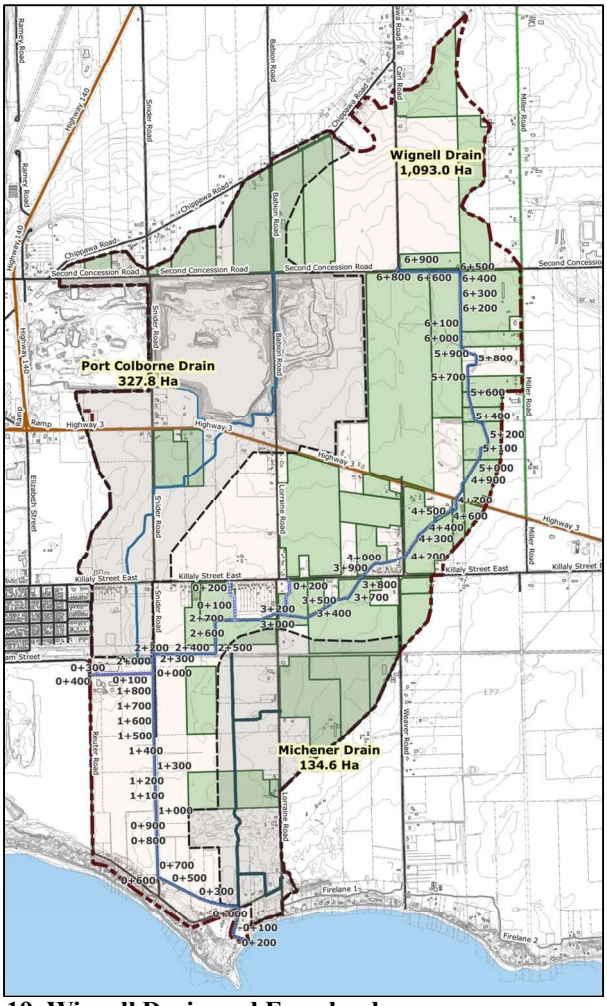


Figure 19 Wignell Drain and Farmlands

5.4 Wignell Drain Improvements & Maintenance

The Assessment Tables are included in Appendix B. The following sections provide a summary of those calculations.

The assessment is organized by area of the watershed affected. In addition to the Branch Drains (3), six intervals are used to determine assessment. Those intervals are as follows.

- Interval 1: STA 5+978 to 6+922 Wignell Re-Alignment
- Interval 2: STA 2+450 to 5+978 Channel Maintenance
- Interval 3: STA 0+439 to 0+595 Bank Erosion Works – 2007
- Interval 4: STA 0+020 to 0+380 BRIP (Bank Restoration & Improvement Program)
- Interval 5: STA 0+000 to 2+450 Spot Maintenance
- Interval 6: STA 0-297 to 6+918 Outlet Improvements & Maintenance

Assessments are determined based on the upstream areas from each of these Intervals. Interval 5 is the area upstream of the crossing located at Lakeshore Rd E, and Interval 6 is the entire watershed, including the properties at the outlet. The other four regions are shown in Figure 20.

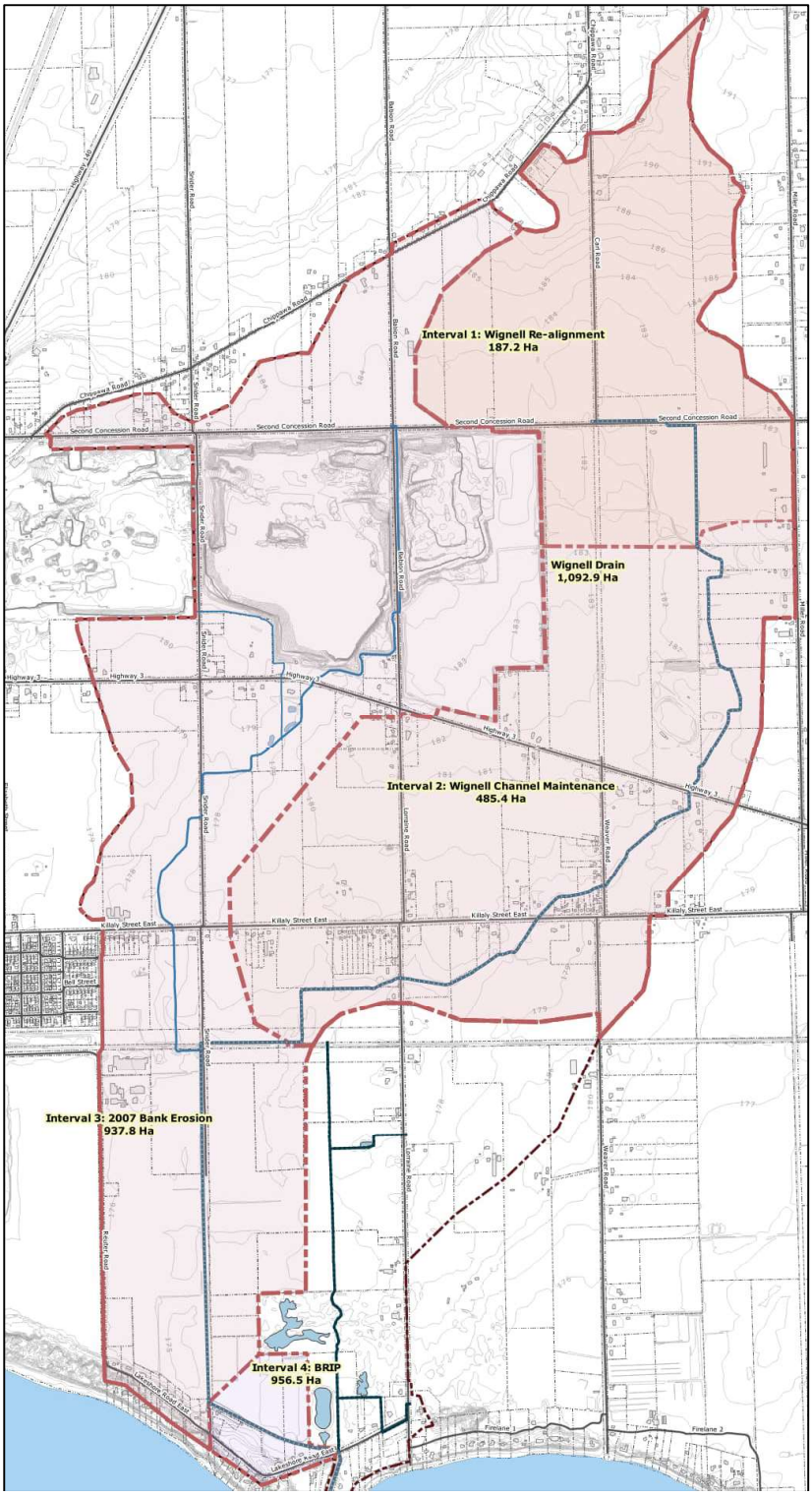


Figure 20 Wignell Watershed Assessment Intervals

Costs for Admin and Engineering are pro-rated for each of the Intervals based on the area upstream of the works except for the 2007 Erosion Control Works.

Interval	Area, Ha	Interval Ratio
Interval 1: STA 5+978 to 6+918 Wignell Re-Alignment	187.165	17%
Interval 2: STA 2+450 to 5+978 Channel Maintenance	485.391	44%
Interval 3: STA 0+439 to 0+595 Bank Erosion Works – 2007	937.841	86%
Interval 4: STA 0+020 to 0+380 BRIP (Bank Restoration & Improvement Program)	956.538	88%
Interval 5: STA 0+000 to 2+450 Spot Maintenance	956.538	88%
Interval 6: STA 0-297 to 6+918 Gate Improvements & Outlet Maintenance	1092.854	100%

Construction costs are allocated using the Intervals and the interval ratio along with the Administration and Engineering Costs. This is true for 5 of the 6 intervals; however, interval 3 is for past constructed work and has already recorded specific engineering costs and administration costs (debenture) and no additional engineering costs are assigned.

5.4.1 Bower Drain Branch

The Bower Drain already exists, and it is presumed that all former allowances that would have been granted in recognition of the drain were previously recognized, and no further outstanding allowances are detailed.

A maintenance cost to clean and maintain the existing grade is estimated at $3,311.79, with a portion for Admin & Engineering is a total cost of $2,449.65, which will be allocated to all upstream properties on the outlet liability/benefit on a prorated runoff basis; Section 23 assessment.

A special assessment (Section 26) is assigned to the City of Port Colborne for road drainage at $1,885 and the remainder is assessed to upstream lands using Section 23 for outlet liability.

5.4.2 Wignell Branch Drain #2

This pre-existing channel conveys runoff from north of Killaly St E through a 900mm roadside culvert that goes south past the existing house into an open channel and outlets to the Wignell Drain. This channel outlets the roadway culvert across private lands and is not currently identified as a municipal drain, but based on conveying flow from multiple private lands, it should be a municipal drain. As this is a pre-existing channel not yet recognized as a municipal drain, allowances for previous work and for land taken are required and calculated.

Based on a road authority Petition 4 request, this existing channel is being made into a municipal drain. However, the existing CSP is too close to the existing house, and a new channel is proposed to be wholly located on the farm to the west. The existing channel

is 203m, and the proposed re-aligned channel is 120.2m. All spoils are spread on the adjacent farmland with an associated Section 30 crop damage allowance.

The estimated total cost is $28,165.84 includes an allowance payment to the existing channel landowners of $6,690.55. A total benefit of $17,969 is assessed to the City as a roadway special benefit (Section 26). There is a direct riparian benefit assessed to the adjacent landowner for the drain re-alignment of 84m in the amount of $168 and $24 for the 3m re-aligned to the Killaly right of way. The remainder of the cost of $10,005.30 is assessed to the upstream landowners as a Section 23 outlet liability assessment.

5.4.3 Wignell Branch Drain #3

This pre-existing channel conveys runoff from north of Killaly St E and crosses through a recently constructed double wall 450mm PE culvert with a re-graded channel part-way to the outlet to Wignell Drain.

The recently lowered 450mm culvert is placed on a 0.24% grade and has been determined through analysis with HY-8 for a design flow of the 1:5 yr storm of 0.49 CMS as being too small and should be replaced with a 600mm smooth wall HDPE culvert on the same grade, (double wall Boss 200 320 KPa or approved equal). The responsible Road Agency, in this case, the City, will pay all costs for this work.

As this is a pre-existing channel not yet recognized as a municipal drain, allowances for previous work and for land taken are required and calculated as $7,329.00.

The proposed construction cost is nearly identical to the allocation of previous construction, which reflects the expectation that only very minor channel improvements through the length of the drain need to be made. The primary purpose is to ensure consistent grade and channel sections through the length of the drain. There is a direct benefit realized from the drain to the properties on either side of the drain. For most of the length the proposed works, there isn't an improvement on the existing drain. Hence, no Section 22 benefits are assessed to the two adjacent property owners.

The total estimated drainage costs, including maintenance work & culvert replacement, administration costs and allowances, is $37,559.04. Of that, $22,082.97 is a special assessment (Section 26) assigned to the City for the culvert including roadway works and a portion of the Admin & Engineering cost. The remainder, $15,476.07, is assessed to the upstream landowners as a Section 23 outlet liability assessment.

Previous works have exposed a pipe that appears to be a gas line that may or may not be active. It's recommended that the relevant utility lower or remove the exposed pipe at their own expense.

5.4.4 Interval 1: Wignell Drain Re-Alignment STA 5+978 to 6+918

The existing drain above STA 5+978 to the 2 existing CSPA culverts at Carl Rd and Second Concession Rd is compromised for both grade and for channel cross-section. The Port Colborne Quarry Extension 3 application has been received, and the quarry's planned expansion will capture the drain's upper portion. The date when this may occur is not known. However, investing in maintenance on this portion of the drain prior to it being abandoned for the proposed quarry expansion is not a good investment of watershed money.

From STA 5+978 to the existing CSPA culvert crossing Carl Rd STA 6+674, the alignment of the drain is shifted to the south side of Second Concession Rd. It is moved off the road allowance for the east portion fronting Roll No. 271104000311200 and within the road allowance adjacent to the existing wetland on Roll No. 271104000315305. This move-off would generally require an allowance for land taking for the channel and work zone; however, as this work remains on the same properties as the originating drain, no new allowances are made for the taking of land for the re-alignment. An abutting benefit is assessed to that property, and a re-alignment benefit (Sect. 24) is assessed to Port Colborne Quarries (PCQ), recognizing the company as the principal beneficiary of the realignment.

The additional cost of the re-alignment from STA 5+700 to STA 6+378, which is the relocated Second Concession Rd crossing, is assessed to Property Roll No. 271104000311200. Additionally, an abutting benefit is also assessed. This is a linear distance of 625m for assessed Section 22 benefit.

The existing culverts crossing Second Concession Rd and crossing Carl Rd are to remain as is with minor maintenance to ensure the culvert full area is available for conveyance.

Additional to these costs will be Administration and Engineering Costs related to the design as per the interval ratio for Interval 1.

The total estimate of the cost of re-alignment is $178,802.91.

5.4.5 Interval 2: Wignell Drain Channel Maintenance STA 2+450 to 5+978

A grade and channel maintenance program from STA 2+450 to 5+978, including vegetation removal (ash trees), is recommended. As a predominantly maintenance activity, these costs will be assessed as Section 23 Outlet Benefit / Outlet Liability assessments using the runoff ratio as discussed.

Additional costs will be the full engineering and administration costs minus any costs directly assigned to benefit assessments. This includes a culvert replacement on property Roll No. 271104000311500 for John Paul Fehrman. The owner is responsible for 50% of the cost of a 9m access culvert; the remaining cost is assessed to the watershed.

With the Runoff Ratio, there is a Stormwater Management Facility, SWM and SWMF (reduction in Section 23 QRF) that can be applied for those properties that can demonstrate a runoff amendment structure that reduces peak flow contributions to the drain subject to evaluation and confirmation by the Drainage Superintendent and the Engineer. An application for recognition of SWMF is not recommended to be adjusted by 100%. Some portion of the Section 23 assessment is to remain and be reflective of the volume of peak flow adjusted.

For the submission of this report, no SWMF assessments are recognized, and the individual property owners can request an assessment; the Engineer will recognize this on project completion or at a later date to be determined as an assessment adjustment.

The total estimate of the cost of channel maintenance is $241,498.90.

5.4.6 Interval 3: Erosion Control Works – 2007 STA 0+439 to 0+595

The construction of this work was started in 2006 but formally completed in 2007. The cost of the construction works was $241,254.46, and with the inclusion of the Administration portion, which includes the cost of the debenture (interest and fee), the total cost is $290,562.54.

Only three indicated properties were affected by the erosion control work to stop bank erosion on the south bank of the Wignell Drain between STA 0+438 and 0+595. The total length of the wall is given as 157m.

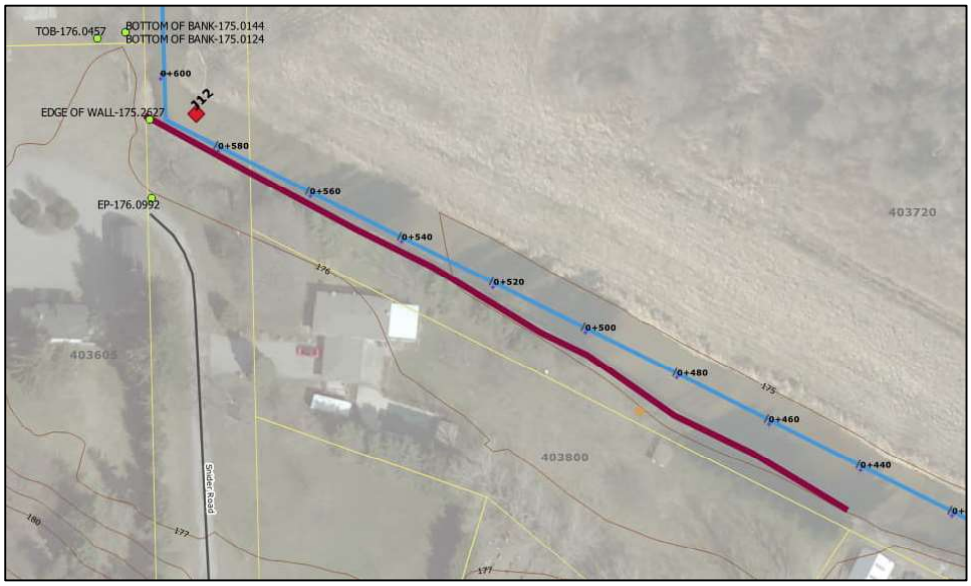


Figure 21 Erosion Protection Works – 2007 Assessment Parcels

There are three properties affected (protected) by the constructed works:

- The City of Port Colborne has the Snider Rd Right of Way (ROW), the wall's westernmost limit.
- The wall is constructed wholly on the Vale Property (Roll No. 271104000403720).
- The private property that originated the request for the work (Roll No. 271104000403800).

No Allowances have been granted based on this work. A review of aerial photography from 2000 indicates that the erosion protection wall was mainly constructed on the southern bank, as shown in 2000.

These properties have been assessed the cost of the works based on the length of their property affected and their respective benefits. The lengths used are as follows:

Table 5 Wignell Erosion Protection – 2007 Assessment

Legal Text	Roll No.	Length, m	Ratio
CON 1 PT LOT 22	271104000403800	128	44.9%

HUMBERSTONE CON 1 PT LOT 22	271104000403720	134	47.0%
Snider Road ROW	ROW	23	8.1%

The constructed cost per unit of length for this project is $1,850.72/m.

The portion of this work allocated to the riparian owners is determined to be 14% of the total costs. This amount was then allocated to the three affected landowners, Vale, Arnold and Snider Rd ROW, based on pro-rated lengths affected, as shown in Table 6.

Table 6 Erosion Control Works 2007 Assessment Summary

Outlet Liability Assessment (Section 23)			
	Private Lands	$227,793.21	
	Road Right of Way Lands	$20,401.63	
	Total - Outlet Liability Assessment (Section 23)		$248,194.84
Special Benefit Assessment (Section 24)			
04000-403720	Vale Canada Limited	$19,607.92	
04000-403800	Arnold Alicia	$18,770.73	
Special Assessments (Section 26)			
Snider Rd	City of Port Colborne - 26.4m	$3,989.05	
	Total - Special Assessments (Section 26)		$3,989.05
			$290,562.54

5.4.7 Interval 4: BRIP (Bank Restoration Improvement Program) STA 0+133 to 0+196

This targeted bank improvement program was provided as an alternative to the concrete block wall erosion protection completed in 2007. The program requires that the property owner agree to the proposed works prior to commencement based on the proposed assessment. Other properties can be included on the same basis. This program uses a combination of natural stone, natural materials and vegetation, including native shrubs and plants, to hold banks in place.

Construction of this bank is conducted in the dry by isolating flow away from the bank. This isolation requires approval by relevant authorities (NPCA, DFO) and has timing restrictions. The cost estimate is based on similar construction costs but can vary according to environmental requirements during construction.

An estimate of the cost of construction is made at $45,156.73.

Table 7 Interval 4: BRIP Assessment Summary

Outlet Liability Assessment (Section 23)			
	Private Lands	$34,957.03	
	Road Right of Way Lands	$4,049.33	
	Total - Outlet Liability Assessment (Section 23)		$39,006.36
Special Benefit Assessment (Section 24)			
04000-400900	MacNeil Robert Joseph F	$6,150.37	
04000-404320	Nieuwland Kevin	$0	
04000-404200	Mitchell Timothy J	$0	
04000-404300	Nieuwland Kevin	$0	
	Total - Special Benefit Assessment (Section 24)		$6,150.37
			$45,156.73

5.4.8 Interval 5: Wignell Drain Spot Maintenance STA 0+000 to 2+450

The work is for select drainage channel maintenance efforts, grade confirmation and bank improvements, including vegetation removal and/or trimming. This is a basic maintenance allocation in the estimated construction cost of $124,865.30. This work is assessed as an upstream benefit to the watershed identified by Interval 5.

Table 8 Interval 5: Spot Maintenance Assessment Summary

Outlet Liability Assessment (Section 23)			
	Private Lands	$110,927.77	
	Road Right of Way Lands	$13,937.53	
	Total - Outlet Liability Assessment (Section 23)		$124,865.30
			$124,865.30

This is an estimate only; actual spot maintenance costs will be assessed to the watershed.

5.4.9 Interval 6: Wignell Gate Structure Improvement and Outlet Maintenance Program

Improvements are planned for the Wignell Gate Structure. The costs for these improvements will be assessed as Maintenance using Section 23 Outlet Benefit / Outlet Liability and a runoff ratio for upstream property watershed contributors.

The improvement program is estimated to have a construction (materials and installation) cost of $330,319.00 with a total drain cost of $465,433.31. It will ensure that the gates continue to provide service for another 25 to 50 years. This work program aims to improve the existing infrastructure instead of replacing the infrastructure. There is an identified need to repair the Lakeshore Rd E crossing based on the 2019 OSIM inspection. The future bridge replacement could impact the gate structure when replaced. At this time, no coordination of replacement is identified. The proposed gate renewal program consists of the following primary tasks and maintenance work.

- Replacement of existing manual motors to raise and lower gates with actuators to enable remote and automatic operation of the gates.
- The two existing gates in the channel do not seal against the drain bottom, which is rock. Extending the gate bottoms by 200mm and creating a concrete sill with a notch will ensure the gates close and seal against lake-based seiche flows moving upstream.
- The existing west gate in front of the pump wet well does not extend to the same height as the other two gates. This proposed improvement shall ensure the three gates will close and protect to the height of 176.5m. An extension will be added to Gate 3 to match Gates 1 & 2.
- The existing steel superstructure and handrails with steps on the east side will be replaced with a new catwalk on top of the existing concrete structure, including an access ramp on the west side. The new catwalk and handrail will provide support to the proposed sensors. The existing PVC conduit will be reused for gate actuator controls and sensor wiring.

- The existing cabinet will be replaced with an approved NEMA-rated cabinet to house gate controls and electrical feed connections and installed on a concrete pad such that the bottom of the cabinet is above the predicted flood level of 177.3m.

This work includes allowances for land taken in favour of an access right to maintain the existing outlet. A 3m reserve across two properties is recognized and shown on the Wignell Outlet Drawing W.P6. This reserve is being implemented at the owner's request, Mr. White, Roll No. 271104000400500.

These costs will be distributed using the runoff ratio method, including contributing areas from the Michener Drain, the Port Colborne Drain and the Wignell Drain, all in their entirety.

The cost of pumping is not included in these assessments. Two proposals for pumping are addressed in this report. On an as requested basis, the City will deploy a trailer mounted pump to the Wignell ramp facility and the cost of that deployment will be assessed to the upstream landowners who request pumping on an as needed when needed basis.

Restoring pumping with a retrofit of the existing pumping station or a new pumping station can proceed where 50% of the landowners representing 60% of the land area agree to the total estimate as identified in a prepared Preliminary Design Report for City consideration at a later date. The restoration of a permanent pumping station to meet current requirements is estimated at $450,000. This is a rough estimate only without any pre-qualifying scope of requirements.

Alternatively, where any individual or collection of landowners agree through petition to pay the estimated Total Capital cost of pumping station reinstatement along with the ongoing operating costs (similar to the previous pumping station practice), then a new pumping station can be considered, financed and constructed as part of the Drainage Act as a Schedule 78 improvement assessed to those owners requesting pumping.

Table 9 Interval 6: Wignell Gate Structure Improvements Assessment Summary

Outlet Liability Assessment (Section 23)			
	Private Lands	$622,420.55	
	Road Right of Way Lands	$67,484.92	
	Total Benefits Assessed:		**$689,905.47**

5.5 Allowance and Assessment Schedules

Additional details on the Assessment calculations including MS Excel tables are included in Appendix B.

5.5.1 Wignell Drain Construction Assessment Schedules

The improvement of the Wignell Drain using Section 78 is to make specific changes in the drain and assign the cost for the same using an updated schedule and to achieve enhanced stormwater management functions.

The assessment tables show the resulting assessment schedules for the past construction works and the proposed construction works based on the calculations performed. They

are included in Appendix B. Past costs are presented by summary reports in Appendix C.

5.5.2 Wignell Drain Maintenance Schedules

The future maintenance assessment tables show the cost sharing schedules for future works completed as maintenance as detailed in the Drainage Act of Ontario and based on the calculations performed and included in Appendix B.

Table 10 Wignell Drain Assessment for Construction

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara
Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed										
	Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-00800	0.220	0.00011		$129		**$129**		$129
	Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	2711-020-007-00900	0.110	0.00006		$65		**$65**		$65
	Hipfner Layton	CON 1 PT LOT 23	2711-020-007-01300	0.509	0.00026		$300		**$300**		$300
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	0.080	0.00004		$44		**$44**		$44
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	1.735	0.00131		$930		**$930**		$930
	Port Wilder Land Inc	CON 1 PT LOT 23	2711-020-007-18201	2.598	0.00557		$6,503		**$6,503**		$6,503
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18300	0.186	0.00014		$164		**$164**		$164
	PC City Hall	CON 1 PT TWP LOT 23	2711-020-007-18400	0.334	0.00025		$295		**$295**		$295
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18500	0.374	0.00028		$330		**$330**		$330
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18600	0.372	0.00028		$328		**$328**		$328
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18700	0.186	0.00014		$164		**$164**		$164
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-18800	1.648	0.00125		$1,455		**$1,455**		$1,455
	Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	2711-020-007-18900	2.229	0.00169		$1,969		**$1,969**		$1,969
	McLean William Richard Samue	CON 1 PT TWP LOT 23	2711-020-013-11300	0.095	0.00006		$70		**$70**		$70
	Ferri Vincent	CON 1 PT TWP LOT 23	2711-020-013-11400	0.191	0.00012		$140		**$140**		$140
	Scott Gregory George	CON 1 PT TWP LOT 23	2711-020-013-11500	0.190	0.00012		$140		**$140**		$140
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-020-013-12000	0.534	0.00047		$550		**$550**		$550
F	**Jarry Terry Alain**	CON 2 PT LOT 17	2711-040-003-08000	4.073	0.00360		$5,966		**$5,966**		$5,966
	Mackay Graham	CON 2 PT LOT 17	2711-040-003-08100	4.068	0.00359		$5,960		**$5,960**		$5,960
F	**Bury Alexander**	CON 2 PT LOT 17	2711-040-003-08101	4.073	0.00360		$5,966		**$5,966**		$5,966
F	**Ruston Earl John**	CON 2 PT LOT 17	2711-040-003-08200	1.597	0.00141		$2,339		**$2,339**		$2,339
	Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 17	2711-040-003-08201	5.595	0.00494		$8,196		**$8,196**		$8,196
F	**Fehrman Mark David**	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	2711-040-003-08203	0.256	0.00016		$268		**$268**		$268
F	**1970065 Ontario Inc**	CON 2 PT LOT 17	2711-040-003-08300	6.417	0.00842		$13,965		**$13,965**		$13,965
F	**Li Yue**	CON 2 PT LOT 17	2711-040-003-08400	2.706	0.00239		$3,965		**$3,965**		$3,965
F	**Noel Marc Raymond**	CON 2 PT LOT 17	2711-040-003-08401	2.679	0.00237		$3,925		**$3,925**		$3,925
	Fabi David George	CON 2 PT LOT 17	2711-040-003-08500	4.033	0.00356		$5,908		**$5,908**		$5,908
	Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	2711-040-003-08600	0.562	0.00035		$588		**$588**		$588
F	**Vince Terrance Andrew**	CON 2 PT LOT 17	2711-040-003-08601	0.175	0.00011		$183		**$183**		$183
F	**Bowman Douglas Murray**	CON 2 PT LOT 17	2711-040-003-08700	15.520	0.01371		$22,735		**$22,735**		$22,735
F	**Cooper Morgan Katherine**	CON 1 PT LOT 18	2711-040-003-10200	2.153	0.00190		$3,154		**$3,154**		$3,154
F	**Ladd Sharon Lynn**	CON 2 PT LOT 19	2711-040-003-10201	8.234	0.00727		$12,062		**$12,062**		$12,062
F	**Bankert David Roy**	CON 1 PT LOT 18	2711-040-003-10300	5.311	0.00469		$7,780		**$7,780**		$7,780
	Port Colborne Quarries Inc	CON 2 PT LOT 18	2711-040-003-11200	19.989	0.01765	$1,425	$29,282	$167,465	**$198,172**		$198,172
F	**Bonin Emma Sylvia**	CON 2 PT LOT 18	2711-040-003-11201	1.677	0.00106		$1,755		**$1,755**		$1,755
	Ruston James Daryl	CON 2 PT LOT 18	2711-040-003-11202	2.254	0.00199		$3,301		**$3,301**		$3,301
	Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PT PART 1	2711-040-003-11300	10.331	0.00912		$15,135		**$15,135**	$1,115	$14,019
F	**Van Boom Maria**	CON 2 PT LOT 18	2711-040-003-11400	0.622	0.00039		$651		**$651**		$651
	Fehrman John Paul	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	2711-040-003-11500	14.086	0.01244		$20,634	$18,021	**$38,655**		$38,655
	Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	2711-040-003-11600	0.408	0.00026		$427		**$427**		$427
	Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	2711-040-003-11700	0.074	0.00005		$77		**$77**		$77
	Leaman Carol Christine	CON 2 PT LOT 19	2711-040-003-12100	0.125	0.00008		$131		**$131**		$131
	Seredine Michael Nicholas	CON 2 PT LOT 19	2711-040-003-12200	0.075	0.00005		$79		**$79**		$79
	Hobbs Edward George	CON 2 PT LOT 19	2711-040-003-12300	0.167	0.00011		$175		**$175**		$175
	Wright Timothy James	CON 2 PT LOT 19	2711-040-003-12400	0.576	0.00036		$602		**$602**		$602
	Shave Harry Albert	CON 2 PT LOT 19	2711-040-003-12500	0.400	0.00025		$419		**$419**		$419
	Van Schaik Thomas Albert	CON 2 PT LOT 19	2711-040-003-12600	0.405	0.00026		$424		**$424**		$424
	1000149971 Ontario Corporation	CON 2 PT LOT 19	2711-040-003-12700	1.284	0.00081		$1,343		**$1,343**		$1,343
	Butters Larry R	CON 2 PT LOT 19	2711-040-003-12800	0.235	0.00015		$246		**$246**		$246
	Landry Rita	CON 2 PT LOT 19	2711-040-003-12900	0.161	0.00010		$168		**$168**		$168
	Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	2711-040-003-14300	0.071	0.00004		$25		**$25**		$25
F	**Leblanc Marc**	PLAN 19 PT LOT 25 PT LOT 26 NP778	2711-040-003-14500	0.289	0.00015		$101		**$101**		$101
F	**Pye Laurie Lynne**	CON 1 PT LOT 19 PT LOT 20	2711-040-003-14600	12.370	0.01092		$7,541		**$7,541**		$7,541
	Bankert David Roy	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	2711-040-003-14700	3.938	0.00348		$2,401		**$2,401**		$2,401
F	**Little Lisa Marie**	CON 1 PT LOT 19 RP 59R1775 PART 1	2711-040-003-14900	2.690	0.00238		$3,940		**$3,940**		$3,940
	Vandebeld Grace Elizabeth	CON 1 PT LOT 19 PT LOT 20	2711-040-003-15000	22.944	0.02026		$29,199		**$29,199**		$29,199
	Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	2711-040-003-15100	0.695	0.00044		$727		**$727**		$727
F	**Crawford David Emerson T**	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	2711-040-003-15101	1.655	0.00104		$1,732		**$1,732**		$1,732
	Ladd Sharon Lynn	CON 2 PT LOT 19	2711-040-003-15102	2.498	0.00221		$3,659		**$3,659**		$3,659
	Ladd Kevin Wilfred	CON 2 PT LOT 19	2711-040-003-15200	0.370	0.00028		$464		**$464**		$464
F	**Fehrhaven Farms Inc**	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	2711-040-003-15300	0.067	0.00005		$84		**$84**		$84
	1970065 Ontario Inc	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	2711-040-003-15305	59.561	0.05260		$87,251		**$87,251**		$87,251
	Rankin Engineering Inc	CON 2 PT LOT 19	2711-040-003-15400	3.802	0.00240		$3,978		**$3,978**		$3,978
	2053048 Ontario Inc	CON 2 PT LOT 19	2711-040-003-15500	2.189	0.00138		$2,290		**$2,290**		$2,290
F	**Port Colborne Quarries Inc**	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	2711-040-003-15600	70.006	0.06182		$73,847		**$73,847**		$73,847
	Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	2711-040-003-15700	29.095	0.02570		$42,617		**$42,617**		$42,617
	Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	2711-040-003-15702	1.355	0.00085		$1,390		**$1,390**		$1,390
	Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	2711-040-003-15705	0.944	0.00060		$988		**$988**		$988
	Watson Carol Ann	CON 2 PT LOT 20	2711-040-003-15900	0.373	0.00024		$390		**$390**		$390
	Brodeur Christa Nicole	CON 2 PT LOT 20	2711-040-003-16000	0.125	0.00008		$130		**$130**		$130
	Lee Derek	CON 2 PT LOT 20	2711-040-003-16100	0.344	0.00022		$360		**$360**		$360
	Shibley Chad William	CON 2 PT LOT 19	2711-040-003-16200	0.254	0.00016		$265		**$265**		$265
	Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	2711-040-003-16300	3.086	0.00272		$4,520		**$4,520**		$4,520
F	**Long Mark Christopher**	CON 2 PT LOT 19	2711-040-003-16400	0.453	0.00029		$474		**$474**		$474
	Harrington Peter Anthony	CON 2 PT LOT 19	2711-040-003-16500	4.891	0.00432		$7,164		**$7,164**		$7,164
	Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	2711-040-003-16600	0.174	0.00011		$182		**$182**		$182
	Burke Michael	CON 2 PT LOT 19	2711-040-003-16700	0.220	0.00014		$230		**$230**		$230
	Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	2711-040-003-16800	0.119	0.00008		$125		**$125**		$125
	Reles David Leonard	CON 2 PT LOT 19	2711-040-003-16900	0.242	0.00015		$253		**$253**		$253
	King Carl Rodney	CON 2 PT LOT 19	2711-040-003-17000	0.198	0.00013		$208		**$208**		$208
	Arsenault Henri Claude	CON 2 PT LOT 19	2711-040-003-17100	0.210	0.00013		$220		**$220**		$220
	Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	2711-040-003-17200	0.221	0.00014		$231		**$231**		$231
	Smith Reginald Garfield	CON 2 PT LOT 19	2711-040-003-17400	0.150	0.00009		$157		**$157**		$157
	Pagliaro Carlo	CON 1 PT LOT 20	2711-040-003-17501	0.652	0.00041		$682		**$682**		$682
F	**Ribau Jeffrey**	CON 1 PT LOT 20	2711-040-003-17600	0.908	0.00057		$950		**$950**		$950
F	**Bankert Roy Wallace**	CON 1 PT LOT 20	2711-040-003-17700	2.308	0.00146		$2,415		**$2,415**		$2,415
	Bankert Helen Irene	CON 1 PT LOT 20	2711-040-003-17710	5.230	0.00462		$7,662		**$7,662**		$7,662
	Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	2711-040-003-17800	0.617	0.00039		$645		**$645**		$645
	Clow Kevin	CON 1 PT LOT 20	2711-040-003-17825	3.692	0.00233		$2,202		**$2,202**		$2,202
F	**Grist William Joseph**	CON 1 PT LOT 20 RP59R 11429 PART 1	2711-040-003-17850	0.406	0.00026		$177		**$177**		$177
	Van Kralingen Allert	CON 1 PT LOT 20	2711-040-003-17900	17.360	0.01533		$10,584		**$10,584**		$10,584
	Nero Felice	CON 1 PT LOT 20	2711-040-003-18000	2.431	0.00215		$1,482		**$1,482**		$1,482

Table 10 Wignell Drain Assessment for Construction

Client: City of Port Colborne
Project # 189999

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	Whisky Run Golf Club Ltd	CON 1 PT LOT 20	2711-040-003-18010	5.105	0.00451		$3,113		**$3,113**		$3,113
	Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	2711-040-003-18100	0.560	0.00028		$195		**$195**		$195
	O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	2711-040-004-00100	0.357	0.00018		$124		**$124**		$124
	Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	2711-040-004-00101	0.889	0.00045		$310		**$310**		$310
	Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	2711-040-004-00102	0.513	0.00026		$179		**$179**		$179
	Neumann Gary	CON 1 PT LOT 21	2711-040-004-00300	0.385	0.00019		$134		**$134**		$134
	Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	2711-040-004-00305	0.553	0.00028		$96		**$96**	$588	-$491
	Matheson Gary	CON 1 PT LOT 21	2711-040-004-00400	0.414	0.00021		$144		**$144**		$144
	White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	2711-040-004-00500	1.150	0.00058		$200		**$200**	$1,201	-$1,001
	McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	2711-040-004-00505	0.753	0.00038		$131		**$131**		$131
	Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	2711-040-004-00510	0.058	0.00003		$20		**$20**		$20
	Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	2711-040-004-00620	0.113	0.00006		$40		**$40**		$40
	Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	2711-040-004-00700	0.156	0.00008		$54		**$54**		$54
	Cunningham Jesse	CON 1 PT LOT 22	2711-040-004-00800	0.061	0.00003		$21		**$21**		$21
	Pelchat Brock	CON 1 PT LOT 22	2711-040-004-00820	0.033	0.00002		$12		**$12**		$12
	MacNeil Robert Joseph F	CON 1 PT LOT 22	2711-040-004-00900	0.400	0.00020		$177	$6,150	**$6,328**		$6,328
	Anthony Thomas	CON 1 PT LOT 22	2711-040-004-01000	0.015	0.00001		$5		**$5**		$5
	Cudmore Blair	CON 1 PT LOT 22	2711-040-004-01100	0.055	0.00003		$19		**$19**		$19
	Taliano David	CON 1 PT LOT 22	2711-040-004-01200	0.099	0.00005		$35		**$35**		$35
	Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	2711-040-004-01300	0.115	0.00006		$40		**$40**		$40
	Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	2711-040-004-01301	0.088	0.00004		$31		**$31**		$31
	Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	2711-040-004-01400	0.081	0.00004		$28		**$28**		$28
	Cassan James Cameron Gregory	CON 1 PT LOT 22	2711-040-004-01500	0.096	0.00005		$34		**$34**		$34
	Hall Valerie	CON 1 PT LOT 22	2711-040-004-01700	0.248	0.00013		$87		**$87**		$87
	McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	2711-040-004-01800	0.490	0.00025		$288		**$288**		$288
	Gabriele Janice Ann	CON 1 PT LOT 23	2711-040-004-02100	0.282	0.00014		$166		**$166**		$166
	Peacock Kent William	CON 1 PT LOT 23	2711-040-004-02300	0.294	0.00015		$173		**$173**		$173
	Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02400	0.073	0.00004		$43		**$43**		$43
	Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02500	0.144	0.00007		$85		**$85**		$85
	Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02600	0.148	0.00007		$87		**$87**		$87
	Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02700	0.133	0.00007		$78		**$78**		$78
	Papadakos Patricia	CON 1 PT LOT 23	2711-040-004-02801	0.138	0.00007		$81		**$81**		$81
	Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	2711-040-004-02900	0.124	0.00006		$73		**$73**		$73
	Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	2711-040-004-02901	0.430	0.00022		$253		**$253**		$253
	Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	2711-040-004-02902	0.119	0.00006		$70		**$70**		$70
	Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	2711-040-004-02905	0.570	0.00029		$336		**$336**		$336
	McQuilkin Vanessa	CON 1 PT LOT 23	2711-040-004-03000	0.277	0.00014		$163		**$163**		$163
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03100	0.064	0.00003		$38		**$38**		$38
	Siba Jayne Leslie	CON 1 PT LOT 23	2711-040-004-03200	0.276	0.00014		$163		**$163**		$163
	Peshimam Abid Zahoor	CON 1 PT LOT 23	2711-040-004-03300	0.238	0.00012		$140		**$140**		$140
	Dutcher Lori	CON 1 PT LOT 23	2711-040-004-03400	0.236	0.00012		$139		**$139**		$139
	Soldat Lesley	CON 1 PT LOT 23	2711-040-004-03500	0.233	0.00012		$137		**$137**		$137
	Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	2711-040-004-03600	0.408	0.00021		$240		**$240**		$240
	Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	2711-040-004-03605	0.407	0.00021		$240		**$240**		$240
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03700	7.780	0.00589		$6,872		**$6,872**		$6,872
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03710	1.715	0.00130		$1,515		**$1,515**		$1,515
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03720	6.459	0.00489		$4,825	$20,143	**$24,969**		$24,969
	Arnold Alicia	CON 1 PT LOT 22	2711-040-004-03800	0.380	0.00019		$224	$19,283	**$19,507**		$19,507
	Snider Harvey Wilson	CON 1 PT LOT 22	2711-040-004-03900	0.264	0.00013		$117		**$117**		$117
	Roman Catholic Episcopal Corporat	CON 1 PT LOT 22	2711-040-004-04100	2.601	0.00295		$2,592		**$2,592**		$2,592
	Mitchell Timothy J	CON 1 PT LOT 22	2711-040-004-04200	1.150	0.00058		$509		**$509**		$509
	Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	2711-040-004-04300	3.815	0.00289		$2,535		**$2,535**		$2,535
	570466 Ontario Limited	CON 1 PT LOT 21	2711-040-004-04301	5.117	0.00452		$3,173		**$3,173**		$3,173
	Mason Martha Jeanne	CON 1 PT LOT 21	2711-040-004-04303	3.068	0.00232		$1,603		**$1,603**		$1,603
	Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	2711-040-004-04320	0.445	0.00022		$197		**$197**		$197
	Gibbs Irene	CON 1 PT LOT 21	2711-040-004-04400	0.442	0.00028		$192		**$192**		$192
	Nicholls Larry James	CON 1 PT LOT 21	2711-040-004-04500	1.220	0.00077		$531		**$531**		$531
	Winger Lloyd James Junior	CON 1 PT LOT 21	2711-040-004-04600	0.849	0.00054		$370		**$370**		$370
	Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	2711-040-004-04601	0.405	0.00026		$176		**$176**		$176
F	**Whisky Run Golf Club Ltd**	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	2711-040-004-04700	18.777	0.01658		$11,453		**$11,453**		$11,453
F	**Bankert David Roy**	HUMBERSTONE CON 1 PT LOT 21	2711-040-004-04800	13.855	0.01224		$10,557		**$10,557**		$10,557
	Spiteri Claudia Maria	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	2711-040-004-04802	0.681	0.00043		$297		**$297**		$297
	Talbot Jason J	CON 1 PT LOT 21	2711-040-004-04900	0.316	0.00020		$138		**$138**		$138
	Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	2711-040-004-05000	0.348	0.00022		$151		**$151**		$151
	Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	2711-040-004-05100	15.399	0.01360		$11,574		**$11,574**		$11,574
	Vale Canada Limited	CON 1 PT LOT 21	2711-040-004-05200	7.941	0.00701		$4,913		**$4,913**		$4,913
	Arsenault Robert Eugene	CON 1 PT LOT 21	2711-040-004-05300	0.236	0.00015		$103		**$103**		$103
	Perron Alysha Marie	CON 1 PT LOT 21	2711-040-004-05400	0.340	0.00021		$148		**$148**		$148
	Peterson Chad Allan	CON 1 PT LOT 21	2711-040-004-05500	9.486	0.00838		$5,915		**$5,915**		$5,915
	Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	2711-040-004-05600	3.069	0.00271		$2,730		**$2,730**		$2,730
F	**Paxton Matthew Ryan**	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	2711-040-004-05602	3.050	0.00269		$2,179		**$2,179**		$2,179
	Moskalyk John Joseph	CON 1 PT LOT 21	2711-040-004-05700	6.809	0.00601		$8,032		**$8,032**		$8,032
	Pace Christopher Alan	CON 1 PT LOT 21	2711-040-004-05800	1.795	0.00113		$1,878		**$1,878**	$976	$902
	Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	2711-040-004-05900	0.151	0.00010		$158		**$158**		$158
	Besselink Leo	CON 1 PT LOT 21	2711-040-004-06000	0.332	0.00021		$347		**$347**		$347
	Vanderhoek James Anthony	CON 1 PT LOT 21	2711-040-004-06100	0.335	0.00021		$350		**$350**		$350
	Sieber Michael Joseph	CON 1 PT LOT 21	2711-040-004-06200	0.366	0.00023		$383		**$383**		$383
	Thalen William Douglas	CON 1 PT LOT 21	2711-040-004-06300	0.511	0.00032		$534		**$534**		$534
	Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	2711-040-004-06400	0.416	0.00026		$435		**$435**		$435
	Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	2711-040-004-06500	0.416	0.00026		$435		**$435**		$435
	Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	2711-040-004-06600	0.416	0.00026		$435		**$435**		$435
	Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	2711-040-004-06700	0.416	0.00026		$435		**$435**		$435
	Riegle Colleen	CON 1 PT LOT 21	2711-040-004-06800	0.415	0.00026		$434		**$434**		$434
	Bertulli David Raymond	CON 1 PT LOT 21	2711-040-004-06900	0.399	0.00025		$418		**$418**		$418
	Pare Robert Laurent	CON 1 PT LOT 21	2711-040-004-07000	0.747	0.00047		$782		**$782**		$782
F	**Dunham Traci Lynn**	CON 1 PT LOT 21	2711-040-004-07100	0.111	0.00007		$116		**$116**		$116
F	**Bearss Dougas John**	CON 1 PT LOT 21 PT LOT 22	2711-040-004-07200	5.650	0.00499		$8,276		**$8,276**		$8,276
F	**White Margaret Ann**	CON 1 PT LOT 22	2711-040-004-07300	9.076	0.00802		$11,589		**$11,589**		$11,589
	White Margaret Ann	CON 1 PT LOT 22	2711-040-004-07300	5.226	0.00462		$9,242		**$9,242**		$9,242
	Johnson David Allen	CON 1 PT LOT 22	2711-040-004-07400	0.345	0.00022		$361		**$361**		$361
	Hassam Kirsten Anne	CON 1 PT LOT 22	2711-040-004-07500	0.464	0.00029		$485		**$485**		$485
	Rittner Robert	CON 1 PT LOT 22	2711-040-004-07600	0.349	0.00022		$366		**$366**		$366
	Pipher Eric James	CON 1 PT LOT 22	2711-040-004-07700	0.149	0.00009		$156		**$156**		$156
	Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	2711-040-004-07800	7.680	0.00678		$8,449		**$8,449**		$8,449
	PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	2711-040-004-07805	4.258	0.00484		$5,698		**$5,698**		$5,698
	Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	2711-040-004-07900	8.845	0.00781		$9,115		**$9,115**		$9,115
	Beck Ronald Andrew	CON 1 PT LOT 22	2711-040-004-08000	0.149	0.00009		$109		**$109**		$109
	Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	2711-040-004-08100	3.526	0.00267		$3,114		**$3,114**		$3,114
	Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08200	6.475	0.00490		$5,720		**$5,720**		$5,720
	570466 Ontario Limited	CON 1 PT LOT 22	2711-040-004-08201	1.729	0.00131		$1,527		**$1,527**		$1,527
	Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08300	3.497	0.00265		$3,089		**$3,089**		$3,089
	Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	2711-040-004-08400	12.522	0.00948		$11,061		**$11,061**		$11,061

Table 10 Wignell Drain Assessment for Construction

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	2711-040-004-08600	8.441	0.00639		$7,456		**$7,456**		$7,456
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	6.732	0.00510		$5,946		**$5,946**		$5,946
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	10.882	0.00824		$8,115		**$8,115**		$8,115
	PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	2711-040-004-08715	2.461	0.00186		$2,174		**$2,174**		$2,174
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08800	0.373	0.00030		$351		**$351**		$351
	Coccagna Anthony	CON 1 PT LOT 23	2711-040-004-08900	0.631	0.00040		$465		**$465**		$465
	1346618 Ontario Ltd	CON 1 PT LOT 23	2711-040-004-09000	0.463	0.00029		$341		**$341**		$341
	Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	2711-040-004-09100	0.201	0.00013		$148		**$148**		$148
	S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	2711-040-004-09200	0.778	0.00059		$688		**$688**		$688
	Favero Lidia	CON 1 PT LOT 23	2711-040-004-09300	0.202	0.00013		$149		**$149**		$149
	Ed Christensen Roofing Limited	CON 1 PT LOT 23	2711-040-004-09400	0.190	0.00012		$140		**$140**		$140
	Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-09500	0.190	0.00012		$140		**$140**		$140
	Stenson Ian John	CON 1 PT LOT 23	2711-040-004-09600	0.190	0.00012		$140		**$140**		$140
	Polverari Giuseppe	CON 1 PT LOT 23	2711-040-004-09700	0.190	0.00012		$140		**$140**		$140
	S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	2711-040-004-09800	5.747	0.00435		$5,068		**$5,068**		$5,068
	JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	2711-040-004-09801	2.212	0.00474		$5,535		**$5,535**		$5,535
	Vale Canada Limited	CON 1 PT LOT 23	2711-040-004-09802	3.949	0.00299		$3,488		**$3,488**		$3,488
	Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	2711-040-004-09900	12.547	0.01108		$18,380		**$18,380**		$18,380
	Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	2711-040-004-10000	15.732	0.01389		$20,889		**$20,889**		$20,889
	Sherry Vernon Eugene Martin	CON 2 PT LOT 21	2711-040-004-10100	4.047	0.00357		$5,929		**$5,929**		$5,929
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	2711-040-004-10101	0.121	0.00008		$127		**$127**		$127
	Baillargeon Steve	CON 2 PT LOT 21	2711-040-004-10200	0.152	0.00010		$159		**$159**		$159
	Dennis Wayne	CON 2 PT LOT 21	2711-040-004-10300	0.182	0.00012		$191		**$191**		$191
	Huffman John Wayne	CON 2 PT LOT 21	2711-040-004-10400	0.179	0.00011		$166		**$166**		$166
	Young Tammy Lynn	CON 2 PT LOT 21	2711-040-004-10500	0.212	0.00013		$189		**$189**		$189
	2867781 Ontario Inc	CON 2 PT LOT 21	2711-040-004-10600	0.197	0.00012		$157		**$157**		$157
	Citrigno Angela	CON 2 PT LOT 21	2711-040-004-10700	0.205	0.00013		$163		**$163**		$163
	Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	2711-040-004-10705	3.954	0.00349		$4,951		**$4,951**		$4,951
F	**Konc John Andrew**	CON 2 PT LOT 22 RP 59R4801 PART 3	2711-040-004-10710	2.899	0.00256		$2,987		**$2,987**		$2,987
	Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801 PART 2	2711-040-004-10800	4.199	0.00371		$4,327		**$4,327**		$4,327
F	**Stewart Scott James**	CON 2 PT LOT 22 RP 59R 5732 PART 1	2711-040-004-10810	0.407	0.00026		$299		**$299**		$299
	705 Main PC Holdings Inc	CON 2 PT LOT 22 RP59R4801 PART 1	2711-040-004-10900	7.711	0.00681		$7,947		**$7,947**		$7,947
	Hellinga Jack Simon	CON 2 PT LOT 22	2711-040-004-11000	5.411	0.00341		$3,983		**$3,983**		$3,983
	Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	2711-040-004-11200	1.202	0.00076		$885		**$885**		$885
	Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	2711-040-004-11205	1.208	0.00076		$889		**$889**		$889
	Scace Wesley	CON 2 PT LOT 21	2711-040-004-11300	0.067	0.00004		$49		**$49**		$49
	Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	2711-040-004-11500	73.171	0.06462		$75,405		**$75,405**		$75,405
	Parsons David Scott	CON 2 PT LOT 22	2711-040-004-11600	0.418	0.00026		$308		**$308**		$308
	Leavere Larry Allan Thomas	CON 2 PT LOT 22	2711-040-004-11700	0.209	0.00013		$154		**$154**		$154
	Yanni Bill	CON 2 PT LOT 22	2711-040-004-11900	0.418	0.00026		$308		**$308**		$308
	Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12000	0.209	0.00013		$154		**$154**		$154
	Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	2711-040-004-12100	0.209	0.00013		$154		**$154**		$154
	Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12200	0.357	0.00023		$263		**$263**		$263
	Boda Terry Joseph	CON 2 PT LOT 22	2711-040-004-12400	0.186	0.00012		$137		**$137**		$137
	Elite Capital P.C Developments Inc	CON 2 PT LOT 22	2711-040-004-12600	12.732	0.01124		$16,865		**$16,865**		$16,865
	Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	12.627	0.01115		$14,087		**$14,087**		$14,087
	Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	22.193	0.01960		$19,919		**$19,919**		$19,919
	Elite Cap PC Holdings Inc	CON 2 PT LOT 23	2711-040-004-12800	0.363	0.00028		$321		**$321**		$321
	NCDSB	CON 2 PT LOT 23	2711-040-004-12900	5.947	0.00450		$5,253		**$5,253**		$5,253
	Dyson Patrick James	CON 2 PT LOT 23	2711-040-004-13000	0.176	0.00011		$129		**$129**		$129
	Dyson Mary Lynn	CON 2 PT LOT 23	2711-040-004-13100	0.182	0.00011		$134		**$134**		$134
	Hortobagyi Zoltan	CON 2 PT LOT 23	2711-040-004-13200	0.186	0.00012		$137		**$137**		$137
	Wakunick Deborah Ivy	CON 2 PT LOT 24	2711-040-004-13300	0.085	0.00005		$63		**$63**		$63
	Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	2711-040-004-13400	0.424	0.00027		$312		**$312**		$312
	Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	2711-040-004-13401	7.409	0.00654		$7,635		**$7,635**		$7,635
	Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	2711-040-004-13410	9.878	0.00872		$10,180		**$10,180**		$10,180
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	2711-040-004-13435	0.533	0.00047		$549		**$549**		$549
	Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	2711-040-004-14000	3.313	0.00293		$3,415		**$3,415**		$3,415
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-040-004-14120	0.929	0.00082		$957		**$957**		$957
	Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	2711-040-004-17902	0.580	0.00029		$202		**$202**		$202
	PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.603	0.00324		$2,626		**$2,626**		$2,626
	PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.011	0.00204		$1,801		**$1,801**		$1,801
	Matej Dimitrov	CON 3 PT LOT 17	2711-040-005-01700	0.665	0.00042		$696		**$696**		$696
	Huffman Audrey Ferne	CON 3 PT LOT 17	2711-040-005-01800	1.528	0.00135		$2,239		**$2,239**		$2,239
F	**Larocque Lucille**	CON 3 PT LOT 17	2711-040-005-02301	0.042	0.00003		$44		**$44**		$44
	Tice George Edward	CON 3 S PT LOT 17	2711-040-005-02400	15.844	0.01399		$23,209		**$23,209**		$23,209
	Larocque Yvon	CON 3 PT LOT 17	2711-040-005-02500	0.251	0.00016		$263		**$263**		$263
F	**McIntyre David John**	CON 3 N PT LOT 17	2711-040-005-03100	2.845	0.00251		$4,165		**$4,165**		$4,165
	Fritz Julius	CON 3 PT LOT 18	2711-040-005-04500	13.612	0.01202		$19,932		**$19,932**		$19,932
	2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	2711-040-005-04505	0.673	0.00042		$704		**$704**		$704
F	**1374894 Ontario Inc**	CON 3 N PT LOT 18	2711-040-005-04700	36.379	0.03213		$53,291		**$53,291**		$53,291
	Tsouskalas Harry	CON 3 S PT LOT 18	2711-040-005-04800	4.164	0.00368		$6,101		**$6,101**		$6,101
	Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	2711-040-005-05105	0.131	0.00008		$137		**$137**		$137
	Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	2711-040-005-05110	0.492	0.00031		$515		**$515**		$515
	Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	2711-040-005-05120	0.497	0.00031		$520		**$520**		$520
	De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	2711-040-005-05130	0.503	0.00032		$526		**$526**		$526
	Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	2711-040-005-05140	0.242	0.00015		$253		**$253**		$253
F	**2023165 Ontario Inc**	CON 3 PT LOT 19 PT LOT 20	2711-040-005-06400	38.250	0.03378		$55,475		**$55,475**		$55,475
	Koch Olga	CON 3 LOT 19CPT	2711-040-005-06500	0.224	0.00014		$165		**$165**		$165
F	**Kozelj Stif**	CON 3 PT LOT 20	2711-040-005-06600	0.079	0.00005		$58		**$58**		$58
	Orsetto Aldo	CON 3 PT LOT 20	2711-040-005-06700	17.062	0.01507		$23,167		**$23,167**		$23,167
	Forsey Cynthia Lynn	CON 3 PT LOT 20	2711-040-005-06701	0.186	0.00012		$194		**$194**		$194
F	**Currie Michael Bruce**	CON 3 PT LOT 20	2711-040-005-06702	0.085	0.00005		$63		**$63**		$63
	Fijavz David	CON 3 PT LOT 20	2711-040-005-06703	0.334	0.00021		$245		**$245**		$245
	Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	2711-040-005-06710	0.211	0.00013		$156		**$156**		$156
F	**Michaud Antonio Abel**	CON 3 PT LOT 20 RP 59R8240 PART 1	2711-040-005-06800	0.271	0.00017		$199		**$199**		$199
F	**Henderson David Marshall**	CON 3 PT LOT 20	2711-040-005-06801	15.670	0.01384		$18,172		**$18,172**		$18,172
	Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	2711-040-005-06900	15.252	0.01347		$15,717		**$15,717**		$15,717
	Wagner Dan Patrick	CON 3 PT LOT 21	2711-040-005-07400	3.050	0.00269		$3,143		**$3,143**		$3,143
F	**Stovell David Alan**	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	2711-040-005-07500	1.238	0.00078		$912		**$912**		$912
F	**Sidhu Navreet**	CON 3 S PT LOT 21 S PT LOT 22	2711-040-005-08100	7.613	0.00672		$7,846		**$7,846**		$7,846
	Henderson Drew David	CON 3 PT LOT 22	2711-040-005-08301	1.055	0.00093		$1,087		**$1,087**		$1,087
	Beaulieu George E	CON 3 E PT LOT 23	2711-040-005-08900	0.388	0.00024		$285		**$285**		$285
	Garner Mark Edward	CON 3 PT LOT 23	2711-040-005-09100	0.346	0.00022		$255		**$255**		$255
	Joseph Grandilli	CON 3 PT LOT 23	2711-040-005-09300	0.082	0.00005		$61		**$61**		$61
	Stefan John	CON 3 PT LOT 23	2711-040-005-09400	0.016	0.00001		$12		**$12**		$12
	Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	2711-040-005-10100	0.001	0.00000		$1		**$1**		$1
	Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	2711-040-005-10200	0.208	0.00013		$153		**$153**		$153
	Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	2711-040-005-10202	0.417	0.00026		$307		**$307**		$307
	Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	2711-040-005-10204	0.605	0.00038		$445		**$445**		$445
F	**Pilkey Dean Lloyd**	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	2711-040-005-10206	0.597	0.00038		$440		**$440**		$440
	Schneider Darryl Frederick	CON 3 PT LOT 23	2711-040-005-10801	2.252	0.00199		$2,320		**$2,320**		$2,320
	Zonneveld Bastian	CON 3 PT LOT 24	2711-040-005-10900	0.103	0.00006		$76		**$76**		$76
	Terreberry Jack	CON 3 PT LOT 24	2711-040-005-11000	0.144	0.00009		$106		**$106**		$106
	Bacon Matthew Steven	CON 3 PT LOT 24	2711-040-005-11300	0.347	0.00022		$256		**$256**		$256
	Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11400	0.099	0.00006		$73		**$73**		$73
	Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11500	0.029	0.00002		$21		**$21**		$21

Table 10 Wignell Drain Assessment for Construction

Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
Medvic Peter James	CON 3 PT LOT 24	2711-040-005-11600	0.356	0.00022		$262		**$262**		$262
McIntyre Shelly	CON 3 PT LOT 24	2711-040-005-11700	0.191	0.00012		$141		**$141**		$141
PC City Hall	59R11175 PART 1 59R11176 PARTS 1 TO 7 59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	2711-040-006-99500	0.815	0.00165		$1,920		**$1,920**		$1,920
			1046.533	**0.9022**	**$1,425**	**$1,193,612**	**$231,064**	**$1,426,101**	**$3,880**	**$1,422,221**

Roads

Owner	ROW description	Area							
City of Port Colborne	Carl Rd From Second Concession Rd To Chippawa Rd	2.4131	0.00518	$0	$8,585	$0	**$8,585**		
City of Port Colborne	Second Concession Rd From Carl Rd To Miller Rd	1.6731	0.00359	$0	$5,952	$0	**$5,952**		
City of Port Colborne	Snider Rd From Second Concession Rd To Chippawa Rd	0.0715	0.00015	$0	$179	$0	**$179**		
City of Port Colborne	Chippawa Rd From Snider rd To Babion Rd	0.1328	0.00028	$0	$332	$0	**$332**		
City of Port Colborne	Babion Rd From Second Concession Rd To Chippawa Rd	1.4336	0.00307	$0	$3,588	$0	**$3,588**		
City of Port Colborne	Chippawa Rd From Babion Rd To Carl rd	0.5891	0.00126	$0	$1,474	$0	**$1,474**		
City of Port Colborne	Second Concession Rd From Chippawa Rd To Carl Rd	4.5466	0.00975	$0	$12,493	$0	**$12,493**		
City of Port Colborne	Reuter Rd From Lake Erie To Durham St	1.4966	0.00321	$0	$3,690	$0	**$3,690**		
City of Port Colborne	Lakeshore Rd E From Reuter Rd To Snider Rd	0.726	0.00156	$0	$1,817	$0	**$1,817**		
City of Port Colborne	Snider Rd From Highway #3 To Second Concessions Rd	2.0239	0.00383	$0	$4,469	$0	**$4,469**		
City of Port Colborne	Snider Rd From Killaly St E To Highway #3	2.0275	0.00435	$0	$5,074	$0	**$5,074**		
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd	3.1333	0.00672	$0	$9,805	$0	**$9,805**		
City of Port Colborne	Lorraine Rd From Killaly St E To Highway #3	1.7385	0.00373	$0	$6,531	$0	**$6,531**		
City of Port Colborne	Babion Rd From Highway #3 To Second Concession Rd	2.2712	0.00487	$0	$7,483	$0	**$7,483**		
City of Port Colborne	Killaly St E - North Easement From Weaver Rd To Miller Rd	0.0903	0.00019	$0	$321	$0	**$321**		
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd	2.7402	0.00588	$0	$9,749	$0	**$9,749**		
City of Port Colborne	Weaver Rd From Killaly St E To Highway #3	1.216	0.00261	$0	$4,326	$0	**$4,326**		
City of Port Colborne	Weaver Rd From Friendship Trail To Killaly St E	0.9939	0.00213	$0	$3,312	$0	**$3,312**		
City of Port Colborne	Snider Rd From Lake Erie To Killaly St E	4.8075	0.00910	$0	$10,451	$0	**$10,451**		
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E	3.854	0.00827	$0	$8,018	$0	**$8,018**		
City of Port Colborne	Lakeshore Rd E From Snider Rd To Lorraine Rd	1.7236	0.00370	$0	$3,182	$0	**$3,182**		
MTO	Highway #3 From Elizabeth St To Babion Rd	2.8221	0.00676	$0	$7,894	$0	**$7,894**		
MTO	Highway #3 From Babion Rd To Weaver Rd	1.9479	0.00467	$0	$7,299	$0	**$7,299**		
MTO	Highway #3 From Weaver Rd To Miller Rd	1.2077	0.00289	$0	$4,762	$0	**$4,762**		
		45.680	**0.0978**	**$0**	**$130,789**	**$0**	**$130,789**	**$0.00**	**$0.00**
		1092.21	1.0000						

Section 26 - Special Assessments			
City of Port Colborne		$3,989	$3,989
Regional Municipality of Niagara	No roads assessed during design.	$0	$0
MINISTRY OF TRANSPORTATION ON	No special assessments during design.	$0	$0
Utilities - Enbridge	No conflicts assessed during design.	$0	$0
Utilities - Other	Protect existing Bell line in place or relocate at depth further south of proposed drain.	$9,913	$9,913
		$13,902	**$13,902**

Wignell Drain

Total Assessed: **$1,570,792**

Notes:

1. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant.
2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown for each parcel of land and road affected. The affected parcels of land are identified using the roll number received from the City. For convenience only, the owners' names are
3. The value of the assessments identified in this schedule are estimates only, and should not be considered final.

Table 10 Wignell Drain Assessment for Construction

Wignell Branch Drains

City of Port Colborne
Regional Municipality of Niagara

Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

Bower Branch Drain #1

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636	271104000409801	2.2116	202	0.3391	$0	$1,315	$0	**$1,315**	$0	$1,315
	City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.1737	0	0.0143	$0	$56	$0	**$56**	$0	$56
	Vale Canada Limited	CON 1 PT LOT 23	271102000718201	2.5985	84.7	0.3984	$0	$1,544	$0	**$1,544**	$0	$1,544
	Schlenger Uszer	CON 1 PT LOT 23	271104000408700	3.0301	208.8	0.1787	$0	$693	$0	**$693**	$0	$693
				8.014		**0.9306**	**$0**	**$3,607**	**$0**	**$3,607**	**$0**	**$3,607**
	Roads											
	City of Port Colborne	Reuter Rd From Lake Erie To Durham St		0.2773		0.0694		$269		$269		$269
				0.277		**0.069**	**$0**	**$269**	**$0**	**$269**	**$0**	**$269**
	Section 26 - Special Assessments											
	City of Port Colborne								$1,885	$1,885		$1,885
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$0	**$0**	**$1,885**	**$1,885**	**$0**	**$1,885**
	Bower Branch Drain #1											
		Total Assessed:								**$5,761**		**$5,761**

Wignell Branch Drain #2

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	0.1384			$0	$19	$0	**$19**	$982	-$962
	Thalen William Douglas	CON 1 PT LOT 21	271104000406300	0.0676			$0	$9	$0	**$9**	$0	$9
	Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550	271104000406400	0.1884			$0	$26	$0	**$26**	$0	$26
	Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325	271104000406500	0.232			$0	$32	$0	**$32**	$0	$32
	Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702	271104000406600	0.2663			$0	$37	$0	**$37**	$0	$37
	Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702	271104000406700	0.3055			$0	$43	$0	**$43**	$0	$43
	Riegle Colleen	CON 1 PT LOT 21	271104000406800	0.3654			$0	$51	$0	**$51**	$0	$51
	Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	0.3944			$0	$55	$0	**$55**	$0	$55
	Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	0.7472			$0	$104	$0	**$104**	$574	-$470
F	**Dunham Traci Lynn**	CON 1 PT LOT 21	271104000407100	0.1113			$0	$16	$0	**$16**	$0	$16
F	**Bearss Dougas John**	CON 1 PT LOT 21 PT LOT 22	271104000407200	2.7102			$168	$530	$0	**$698**	$5,135	-$4,436
	Hurkmans Robert William	CON 2 PT LOT 21	271104000409900	12.5466			$0	$2,456	$0	**$2,456**	$0	$2,456
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	10.7611			$0	$2,106	$0	**$2,106**	$0	$2,106
	Sherry Vernob Eugene Martin	CON 2 PT LOT 21	271104000410100	4.0471			$0	$792	$0	**$792**	$0	$792
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410101	0.121			$0	$17	$0	**$17**	$0	$17
	Rottier Matthew	CON 2 PT LOT 21	271104000410200	0.1517			$0	$21	$0	**$21**	$0	$21
	Dennis Wayne	CON 2 PT LOT 21	271104000410300	0.1824			$0	$26	$0	**$26**	$0	$26
	Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.1081			$0	$15	$0	**$15**	$0	$15
	Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.105			$0	$15	$0	**$15**	$0	$15
	Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.038			$0	$5	$0	**$5**	$0	$5
	Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.0374			$0	$5	$0	**$5**	$0	$5
	Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	2.0105			$0	$394	$0	**$394**	$0	$394
	Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	8.6146			$0	$1,686	$0	**$1,686**	$0	$1,686
	Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	2.4726			$0	$484	$0	**$484**	$0	$484
				46.723			**$168**	**$8,946**	**$0**	**$9,114**	**$6,691**	**$2,424**
	Roads											
	City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd		1.3756			$ 24	$ 654		$ 678	$	$ 678
	City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8521				$ 405		$ 405	$	$ 405
				2.228			**$ 24**	**$ 1,059**		**$ 1,083**	**$ -**	**$ 1,083**
	Section 26 - Special Assessments											
	City of Port Colborne								$17,969	$17,969		$17,969
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$24	**$0**	**$17,969**	**$17,969**	**$0**	**$17,969**
	Wignell Branch Drain #2											
		Total Assessed:						**$10,005**		**$28,166**		**$21,475**

Wignell Branch Drain #3

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20	271104000315700	25.1839			$0	$11,594	$0	**$11,594**	$0	$11,594
	Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	1.3548			$0	$446	$0	**$446**	$0	$446
	Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20	271104000315705	0.9362			$0	$308	$0	**$308**	$0	$308
	Watson Carol Ann	CON 2 PT LOT 20	271104000315900	0.3731			$0	$123	$0	**$123**	$0	$123
	Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	0.1245			$0	$41	$0	**$41**	$0	$41
	Lee Derek	CON 2 PT LOT 20	271104000316100	0.3439			$0	$113	$0	**$113**	$0	$113
	Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	1.8461			$0	$850	$0	**$850**	$5,736	-$4,886
	Quesnelle Andrew	CON 1 PT LOT 20 PLAN 59R	271104000317800	0.582			$0	$191	$0	**$191**	$1,593	-$1,401
				30.745			**$0**	**$13,665**	**$0**	**$13,665**	**$7,329**	**$6,336**
	Roads											
	City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8469				$947		$947		$947
	City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd		0.4685				$524		$524		$524
	City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E		0.0012				$1		$1		$1
	MTO	Highway #3 From Babion Rd To Weaver Rd		0.2711				$339		$339		$339
				1.588			**$0**	**$1,811**	**$0**	**$1,811**	**$0**	**$1,811**
				32.332								
	Section 26 - Special Assessments											
	City of Port Colborne								$22,083	$22,083		$22,083
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$0	**$0**	**$22,083**	**$22,083**	**$0**	**$22,083**
	Wignell Branch Drain #3											
		Total Assessed:						**$15,476**		**$37,559**		**$30,230**

Table 11 Maintenance Schedule

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Maintenance Schedule
Wignell Drain

Owner	Legal_Txt	Roll No	Land Area			Watershed				
			Area in Drain Ha	Ha	Runoff Factor 'C'	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
City of Port Colborne - Lands Assessed										
Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-00800	0.467	0.220	20	0.28640	0	0	0.28640	0.00011
Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	2711-020-007-00900	0.556	0.110	20	0.14342	0	0	0.14342	0.00006
Hipfner Layton	CON 1 PT LOT 23	2711-020-007-01300	0.509	0.509	20	0.66453	0	0	0.66453	0.00026
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	139.588	0.080	20	0.10470	0	0	0.10470	0.00004
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	1.734	1.735	30	3.39494	0	0	3.39494	0.00131
Port Wilder Land Inc	CON 1 PT LOT 23	2711-020-007-18201	2.598	2.598	85	14.40963	0	0	14.40963	0.00557
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18300	0.186	0.186	30	0.36388	0	0	0.36388	0.00014
PC City Hall	CON 1 PT TWP LOT 23	2711-020-007-18400	0.334	0.334	30	0.65448	0	0	0.65448	0.00025
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18500	0.374	0.374	30	0.73126	0	0	0.73126	0.00028
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18600	0.371	0.372	30	0.72719	0	0	0.72719	0.00028
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18700	0.186	0.186	30	0.36375	0	0	0.36375	0.00014
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-18800	1.647	1.648	30	3.22461	0	0	3.22461	0.00125
Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	2711-020-007-18900	2.228	2.229	30	4.36222	0	0	4.36222	0.00169
McLean William Richard Samue	CON 1 PT TWP LOT 23	2711-020-013-11300	0.205	0.095	25	0.15499	0	0	0.15499	0.00006
Ferri Vincent	CON 1 PT TWP LOT 23	2711-020-013-11400	0.190	0.191	25	0.31076	0	0	0.31076	0.00012
Scott Gregory George	CON 1 PT TWP LOT 23	2711-020-013-11500	0.190	0.190	25	0.31048	0	0	0.31048	0.00012
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-020-013-12000	3.308	0.534	35	1.21824	0	0	1.21824	0.00047
Jarry Terry Alain	CON 2 PT LOT 17	2711-040-003-08000	4.071	4.073	35	9.29928	0	0	9.29928	0.00360
Mackay Graham	CON 2 PT LOT 17	2711-040-003-08100	4.071	4.068	35	9.28989	0	0	9.28989	0.00359
Bury Alexander	CON 2 PT LOT 17	2711-040-003-08101	4.072	4.073	35	9.29973	0	0	9.29973	0.00360
Ruston Earl John	CON 2 PT LOT 17	2711-040-003-08200	16.096	1.597	35	3.64664	0	0	3.64664	0.00141
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 17	2711-040-003-08201	12.527	5.595	35	12.77598	0	0	12.77598	0.00494
Fehrman Mark David	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	2711-040-003-08203	0.492	0.256	25	0.41830	0	0	0.41830	0.00016
1970065 Ontario Inc	CON 2 PT LOT 17	2711-040-003-08300	10.102	6.417	52	21.76813	0	0	21.76813	0.00842
Li Yue	CON 2 PT LOT 17	2711-040-003-08400	4.071	2.706	35	6.17982	0	0	6.17982	0.00239
Noel Marc Raymond	CON 2 PT LOT 17	2711-040-003-08401	4.072	2.679	35	6.11752	0	0	6.11752	0.00237
Fabi David George	CON 2 PT LOT 17	2711-040-003-08500	4.032	4.033	35	9.20866	0	0	9.20866	0.00356
Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	2711-040-003-08600	0.562	0.562	25	0.91613	0	0	0.91613	0.00035
Vince Terrance Andrew	CON 2 PT LOT 17	2711-040-003-08601	0.175	0.175	25	0.28525	0	0	0.28525	0.00011
Bowman Douglas Murray	CON 2 PT LOT 17	2711-040-003-08700	15.516	15.520	35	35.43796	0	0	35.43796	0.01371
Cooper Morgan Katherine	CON 1 PT LOT 18	2711-040-003-10200	4.100	2.153	35	4.91699	0	0	4.91699	0.00190
Ladd Sharon Lynn	CON 2 PT LOT 19	2711-040-003-10201	8.232	8.234	35	18.80141	0	0	18.80141	0.00727
Bankert David Roy	CON 1 PT LOT 18	2711-040-003-10300	15.449	5.311	35	12.12643	0	0	12.12643	0.00469
Port Colborne Quarries Inc	CON 2 PT LOT 18	2711-040-003-11200	19.983	19.989	35	45.64233	0	0	45.64233	0.01765
Bonin Emma Sylvia	CON 2 PT LOT 18	2711-040-003-11201	1.677	1.677	25	2.73530	0	0	2.73530	0.00106
Ruston James Daryl	CON 2 PT LOT 18	2711-040-003-11202	3.342	2.254	35	5.14576	0	0	5.14576	0.00199
Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PT PART 1	2711-040-003-11300	10.329	10.331	35	23.59080	0	0	23.59080	0.00912
Van Boom Maria	CON 2 PT LOT 18	2711-040-003-11400	0.622	0.622	25	1.01447	0	0	1.01447	0.00039
Fehrman John Paul	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	2711-040-003-11500	14.338	14.086	35	32.16362	0	0	32.16362	0.01244
Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	2711-040-003-11600	0.408	0.408	25	0.66606	0	0	0.66606	0.00026
Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	2711-040-003-11700	0.670	0.074	25	0.12034	0	0	0.12034	0.00005
Leaman Carol Christine	CON 2 PT LOT 19	2711-040-003-12100	0.125	0.125	25	0.20379	0	0	0.20379	0.00008
Seredine Michael Nicholas	CON 2 PT LOT 19	2711-040-003-12200	0.075	0.075	25	0.12303	0	0	0.12303	0.00005
Hobbs Edward George	CON 2 PT LOT 19	2711-040-003-12300	0.167	0.167	25	0.27228	0	0	0.27228	0.00011
Wright Timothy James	CON 2 PT LOT 19	2711-040-003-12400	0.576	0.576	25	0.93897	0	0	0.93897	0.00036
Shave Harry Albert	CON 2 PT LOT 19	2711-040-003-12500	0.400	0.400	25	0.65313	0	0	0.65313	0.00025
Van Schaik Thomas Albert	CON 2 PT LOT 19	2711-040-003-12600	0.405	0.405	25	0.66060	0	0	0.66060	0.00026
1000149971 Ontario Corporation	CON 2 PT LOT 19	2711-040-003-12700	1.283	1.284	25	2.09379	0	0	2.09379	0.00081
Butters Larry R	CON 2 PT LOT 19	2711-040-003-12800	0.235	0.235	25	0.38292	0	0	0.38292	0.00015
Landry Rita	CON 2 PT LOT 19	2711-040-003-12900	0.161	0.161	25	0.26212	0	0	0.26212	0.00010
Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	2711-040-003-14300	1.427	0.071	20	0.09285	0	0	0.09285	0.00004
Leblanc Marc	PLAN 19 PT LOT 25 PT LOT 26 NP778	2711-040-003-14500	0.443	0.289	20	0.37678	0	0	0.37678	0.00015
Pye Laurie Lynne	CON 1 PT LOT 19 PT LOT 20	2711-040-003-14600	26.481	12.370	35	28.24555	0	0	28.24555	0.01092
Bankert David Roy	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	2711-040-003-14700	10.513	3.938	35	8.99152	0	0	8.99152	0.00348
Little Lisa Marie	CON 1 PT LOT 19 RP 59R1775 PART 1	2711-040-003-14900	2.689	2.690	35	6.14184	0	0	6.14184	0.00238
Vandebeld Grace Elizabeth	CON 1 PT LOT 19 PT LOT 20	2711-040-003-15000	22.938	22.944	35	52.39039	0	0	52.39039	0.02026
Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	2711-040-003-15100	0.694	0.695	25	1.13285	0	0	1.13285	0.00044
Crawford David Emerson T	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	2711-040-003-15101	1.655	1.655	25	2.70012	0	0	2.70012	0.00104
Ladd Sharon Lynn	CON 2 PT LOT 19	2711-040-003-15102	2.497	2.498	35	5.70408	0	0	5.70408	0.00221
Ladd Kevin Wilfred	CON 2 PT LOT 19	2711-040-003-15200	0.370	0.370	30	0.72395	0	0	0.72395	0.00028
Fehrhaven Farms Inc	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	2711-040-003-15300	0.066	0.067	30	0.13017	0	0	0.13017	0.00005
1970065 Ontario Inc	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	2711-040-003-15305	59.545	59.561	35	136.00171	0	0	136.00171	0.05260
Rankin Engineering Inc	CON 2 PT LOT 19	2711-040-003-15400	3.801	3.802	25	6.20114	0	0	6.20114	0.00240
2053048 Ontario Inc	CON 2 PT LOT 19	2711-040-003-15500	2.188	2.189	25	3.56983	0	0	3.56983	0.00138
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	2711-040-003-15600	69.987	70.006	35	159.85194	0	0	159.85194	0.06182
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	2711-040-003-15700	29.087	29.095	35	66.43654	0	0	66.43654	0.02570
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	2711-040-003-15702	1.354	1.355	25	2.20960	0	0	2.20960	0.00085
Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	2711-040-003-15705	0.944	0.944	25	1.53954	0	0	1.53954	0.00060
Watson Carol Ann	CON 2 PT LOT 20	2711-040-003-15900	0.373	0.373	25	0.60859	0	0	0.60859	0.00024
Brodeur Christa Nicole	CON 2 PT LOT 20	2711-040-003-16000	0.124	0.125	25	0.20311	0	0	0.20311	0.00008
Lee Derek	CON 2 PT LOT 20	2711-040-003-16100	0.344	0.344	25	0.56098	0	0	0.56098	0.00022
Shibley Chad William	CON 2 PT LOT 19	2711-040-003-16200	0.254	0.254	25	0.41363	0	0	0.41363	0.00016
Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	2711-040-003-16300	3.085	3.086	35	7.04561	0	0	7.04561	0.00272
Long Mark Christopher	CON 2 PT LOT 19	2711-040-003-16400	0.453	0.453	25	0.73863	0	0	0.73863	0.00029
Harrington Peter Anthony	CON 2 PT LOT 19	2711-040-003-16500	4.889	4.891	35	11.16734	0	0	11.16734	0.00432
Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	2711-040-003-16600	0.174	0.174	25	0.28355	0	0	0.28355	0.00011
Burke Michael	CON 2 PT LOT 19	2711-040-003-16700	0.220	0.220	25	0.35865	0	0	0.35865	0.00014
Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	2711-040-003-16800	0.119	0.119	25	0.19432	0	0	0.19432	0.00008
Reles David Leonard	CON 2 PT LOT 19	2711-040-003-16900	0.242	0.242	25	0.39486	0	0	0.39486	0.00015
King Carl Rodney	CON 2 PT LOT 19	2711-040-003-17000	0.198	0.198	25	0.32360	0	0	0.32360	0.00013
Arsenault Henri Claude	CON 2 PT LOT 19	2711-040-003-17100	0.210	0.210	25	0.34290	0	0	0.34290	0.00013
Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	2711-040-003-17200	0.221	0.221	25	0.36026	0	0	0.36026	0.00014
Smith Reginald Garfield	CON 2 PT LOT 19	2711-040-003-17400	0.150	0.150	25	0.24396	0	0	0.24396	0.00009
Pagliaro Carlo	CON 1 PT LOT 20	2711-040-003-17501	0.652	0.652	25	1.06346	0	0	1.06346	0.00041
Ribau Jeffrey	CON 1 PT LOT 20	2711-040-003-17600	0.908	0.908	25	1.48102	0	0	1.48102	0.00057
Bankert Roy Wallace	CON 1 PT LOT 20	2711-040-003-17700	2.307	2.308	25	3.76389	0	0	3.76389	0.00146
Bankert Helen Irene	CON 1 PT LOT 20	2711-040-003-17710	5.229	5.230	35	11.94311	0	0	11.94311	0.00462
Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	2711-040-003-17800	0.617	0.617	25	1.00586	0	0	1.00586	0.00039
Clow Kevin	CON 1 PT LOT 20	2711-040-003-17825	3.691	3.692	25	6.02132	0	0	6.02132	0.00233
Grist William Joseph	CON 1 PT LOT 20 RP59R 11429 PART 1	2711-040-003-17850	0.406	0.406	25	0.66181	0	0	0.66181	0.00026
Van Kralingen Allert	CON 1 PT LOT 20	2711-040-003-17900	20.343	17.360	35	39.64075	0	0	39.64075	0.01533
Nero Felice	CON 1 PT LOT 20	2711-040-003-18000	2.431	2.431	35	5.55189	0	0	5.55189	0.00215
Whisky Run Golf Club Ltd	CON 1 PT LOT 20	2711-040-003-18010	33.810	5.105	35	11.65751	0	0	11.65751	0.00451
Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	2711-040-003-18100	1.320	0.560	20	0.73112	0	0	0.73112	0.00028
O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	2711-040-004-00100	0.554	0.357	20	0.46604	0	0	0.46604	0.00018
Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	2711-040-004-00101	1.470	0.889	20	1.16009	0	0	1.16009	0.00045

Table 11 Maintenance Schedule

Owner	Legal_Txt	Roll No	Land Area	Area in Drain	Runoff		Watershed				
Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	2711-040-004-00102	0.874	0.513	20		0.66930	0	0	0.66930	0.00026
Neumann Gary	CON 1 PT LOT 21	2711-040-004-00300	0.586	0.385	20		0.50188	0	0	0.50188	0.00019
Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	2711-040-004-00305	0.872	0.553	20		0.72212	0	0	0.72212	0.00028
Matheson Gary	CON 1 PT LOT 21	2711-040-004-00400	0.663	0.414	20		0.54072	0	0	0.54072	0.00021
White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	2711-040-004-00500	1.304	1.150	20		1.50020	0	0	1.50020	0.00058
McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	2711-040-004-00505	1.816	0.753	20		0.98235	0	0	0.98235	0.00038
Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	2711-040-004-00510	1.238	0.058	20		0.07533	0	0	0.07533	0.00003
Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	2711-040-004-00620	0.878	0.113	20		0.14806	0	0	0.14806	0.00006
Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	2711-040-004-00700	4.337	0.156	20		0.20316	0	0	0.20316	0.00008
Cunningham Jesse	CON 1 PT LOT 22	2711-040-004-00800	0.233	0.061	20		0.07931	0	0	0.07931	0.00003
Pelchat Brock	CON 1 PT LOT 22	2711-040-004-00820	0.086	0.033	20		0.04344	0	0	0.04344	0.00002
MacNeil Robert Joseph F	CON 1 PT LOT 22	2711-040-004-00900	0.400	0.400	20		0.52207	0	0	0.52207	0.00020
Anthony Thomas	CON 1 PT LOT 22	2711-040-004-01000	3.432	0.015	20		0.01899	0	0	0.01899	0.00001
Cudmore Blair	CON 1 PT LOT 22	2711-040-004-01100	1.330	0.055	20		0.07155	0	0	0.07155	0.00003
Taliano David	CON 1 PT LOT 22	2711-040-004-01200	1.349	0.099	20		0.12931	0	0	0.12931	0.00005
Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	2711-040-004-01300	0.648	0.115	20		0.15039	0	0	0.15039	0.00006
Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	2711-040-004-01301	0.468	0.088	20		0.11457	0	0	0.11457	0.00004
Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	2711-040-004-01400	0.912	0.081	20		0.10507	0	0	0.10507	0.00004
Cassan James Cameron Gregory	CON 1 PT LOT 22	2711-040-004-01500	0.385	0.096	20		0.12560	0	0	0.12560	0.00005
Hall Valerie	CON 1 PT LOT 22	2711-040-004-01700	0.447	0.248	20		0.32415	0	0	0.32415	0.00013
McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	2711-040-004-01800	0.960	0.490	20		0.63991	0	0	0.63991	0.00025
Gabriele Janice Ann	CON 1 PT LOT 23	2711-040-004-02100	0.519	0.282	20		0.36831	0	0	0.36831	0.00014
Peacock Kent William	CON 1 PT LOT 23	2711-040-004-02300	0.589	0.294	20		0.38323	0	0	0.38323	0.00015
Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02400	0.206	0.073	20		0.09478	0	0	0.09478	0.00004
Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02500	0.419	0.144	20		0.18757	0	0	0.18757	0.00007
Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02600	0.473	0.148	20		0.19329	0	0	0.19329	0.00007
Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02700	0.407	0.133	20		0.17390	0	0	0.17390	0.00007
Papadakos Patricia	CON 1 PT LOT 23	2711-040-004-02801	0.148	0.138	20		0.17962	0	0	0.17962	0.00007
Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	2711-040-004-02900	0.462	0.124	20		0.16216	0	0	0.16216	0.00006
Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	2711-040-004-02901	0.430	0.430	20		0.56099	0	0	0.56099	0.00022
Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	2711-040-004-02902	0.487	0.119	20		0.15503	0	0	0.15503	0.00006
Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	2711-040-004-02905	0.570	0.570	20		0.74392	0	0	0.74392	0.00029
McQuilkin Vanessa	CON 1 PT LOT 23	2711-040-004-03000	0.277	0.277	20		0.36175	0	0	0.36175	0.00014
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03100	0.118	0.064	20		0.08413	0	0	0.08413	0.00003
Siba Jayne Leslie	CON 1 PT LOT 23	2711-040-004-03200	0.276	0.276	20		0.36062	0	0	0.36062	0.00014
Peshimam Abid Zahoor	CON 1 PT LOT 23	2711-040-004-03300	0.238	0.238	20		0.31018	0	0	0.31018	0.00012
Dutcher Lori	CON 1 PT LOT 23	2711-040-004-03400	0.236	0.236	20		0.30752	0	0	0.30752	0.00012
Soldat Lesley	CON 1 PT LOT 23	2711-040-004-03500	0.233	0.233	20		0.30418	0	0	0.30418	0.00012
Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	2711-040-004-03600	0.408	0.408	20		0.53269	0	0	0.53269	0.00021
Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	2711-040-004-03605	0.407	0.407	20		0.53081	0	0	0.53081	0.00021
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03700	7.778	7.780	30		15.22661	0	0	15.22661	0.00589
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03710	1.714	1.715	30		3.35609	0	0	3.35609	0.00130
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03720	6.457	6.459	30		12.64188	0	0	12.64188	0.00489
Arnold Alicia	CON 1 PT LOT 22	2711-040-004-03800	0.380	0.380	20		0.49591	0	0	0.49591	0.00019
Snider Harvey Wilson	CON 1 PT LOT 22	2711-040-004-03900	0.264	0.264	20		0.34413	0	0	0.34413	0.00013
Roman Catholic Episcopal Corporatic	CON 1 PT LOT 22	2711-040-004-04100	2.600	2.601	45		7.63498	0	0	7.63498	0.00295
Mitchell Timothy J	CON 1 PT LOT 22	2711-040-004-04200	1.150	1.150	20		1.50061	0	0	1.50061	0.00058
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	2711-040-004-04300	3.814	3.815	30		7.46624	0	0	7.46624	0.00289
570466 Ontario Limited	CON 1 PT LOT 21	2711-040-004-04301	5.116	5.117	35		11.68411	0	0	11.68411	0.00452
Mason Martha Jeanne	CON 1 PT LOT 21	2711-040-004-04303	3.067	3.068	30		6.00514	0	0	6.00514	0.00232
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	2711-040-004-04320	0.445	0.445	20		0.58036	0	0	0.58036	0.00022
Gibbs Irene	CON 1 PT LOT 21	2711-040-004-04400	0.442	0.442	25		0.72034	0	0	0.72034	0.00028
Nicholls Larry James	CON 1 PT LOT 21	2711-040-004-04500	1.220	1.220	25		1.99031	0	0	1.99031	0.00077
Winger Lloyd James Junior	CON 1 PT LOT 21	2711-040-004-04600	0.848	0.849	25		1.38417	0	0	1.38417	0.00054
Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	2711-040-004-04601	0.405	0.405	25		0.66035	0	0	0.66035	0.00026
Whisky Run Golf Club Ltd	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	2711-040-004-04700	18.771	18.777	35		42.87469	0	0	42.87469	0.01658
Bankert David Roy	HUMBERSTONE CON 1 PT LOT 21	2711-040-004-04800	13.851	13.855	35		31.63718	0	0	31.63718	0.01224
Spiteri Claudia Maria	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	2711-040-004-04802	0.681	0.681	25		1.11132	0	0	1.11132	0.00043
Talbot Jason J	CON 1 PT LOT 21	2711-040-004-04900	0.316	0.316	25		0.51529	0	0	0.51529	0.00020
Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	2711-040-004-05000	0.347	0.348	25		0.56683	0	0	0.56683	0.00022
Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	2711-040-004-05100	15.395	15.399	35		35.16163	0	0	35.16163	0.01360
Vale Canada Limited	CON 1 PT LOT 21	2711-040-004-05200	7.939	7.941	35		18.13260	0	0	18.13260	0.00701
Arsenault Robert Eugene	CON 1 PT LOT 21	2711-040-004-05300	0.236	0.236	25		0.38548	0	0	0.38548	0.00015
Perron Alysha Marie	CON 1 PT LOT 21	2711-040-004-05400	0.340	0.340	25		0.55492	0	0	0.55492	0.00021
Peterson Chad Allan	CON 1 PT LOT 21	2711-040-004-05500	9.483	9.486	35		21.66058	0	0	21.66058	0.00838
Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	2711-040-004-05600	3.068	3.069	35		7.00793	0	0	7.00793	0.00271
Paxton Matthew Ryan	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	2711-040-004-05602	3.049	3.050	35		6.96485	0	0	6.96485	0.00269
Moskalyk John Joseph	CON 1 PT LOT 21	2711-040-004-05700	6.807	6.809	35		15.54789	0	0	15.54789	0.00601
Pace Christopher Alan	CON 1 PT LOT 21	2711-040-004-05800	1.794	1.795	25		2.92740	0	0	2.92740	0.00113
Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	2711-040-004-05900	0.151	0.151	25		0.24605	0	0	0.24605	0.00010
Besselink Leo	CON 1 PT LOT 21	2711-040-004-06000	0.331	0.332	25		0.54076	0	0	0.54076	0.00021
Vanderhoek James Anthony	CON 1 PT LOT 21	2711-040-004-06100	0.335	0.335	25		0.54615	0	0	0.54615	0.00021
Sieber Michael Joseph	CON 1 PT LOT 21	2711-040-004-06200	0.366	0.366	25		0.59735	0	0	0.59735	0.00023
Thalen William Douglas	CON 1 PT LOT 21	2711-040-004-06300	0.511	0.511	25		0.83299	0	0	0.83299	0.00032
Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	2711-040-004-06400	0.416	0.416	25		0.67869	0	0	0.67869	0.00026
Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	2711-040-004-06500	0.416	0.416	25		0.67878	0	0	0.67878	0.00026
Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	2711-040-004-06600	0.416	0.416	25		0.67876	0	0	0.67876	0.00026
Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	2711-040-004-06700	0.416	0.416	25		0.67874	0	0	0.67874	0.00026
Riegle Colleen	CON 1 PT LOT 21	2711-040-004-06800	0.415	0.415	25		0.67676	0	0	0.67676	0.00026
Bertulli David Raymond	CON 1 PT LOT 21	2711-040-004-06900	0.399	0.399	25		0.65081	0	0	0.65081	0.00025
Pare Robert Laurent	CON 1 PT LOT 21	2711-040-004-07000	0.747	0.747	25		1.21874	0	0	1.21874	0.00047
Dunham Traci Lynn	CON 1 PT LOT 21	2711-040-004-07100	0.111	0.111	25		0.18147	0	0	0.18147	0.00007
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	2711-040-004-07200	5.648	5.650	35		12.90028	0	0	12.90028	0.00499
White Margaret Ann	CON 1 PT LOT 22	2711-040-004-07300	9.073	9.076	35		20.72408	0	0	20.72408	0.00802
White Margaret Ann	CON 1 PT LOT 22	2711-040-004-07300	5.225	5.226	35		11.93397	0	0	11.93397	0.00462
Johnson David Allen	CON 1 PT LOT 22	2711-040-004-07400	0.345	0.345	25		0.56320	0	0	0.56320	0.00022
Hassam Kirsten Anne	CON 1 PT LOT 22	2711-040-004-07500	0.464	0.464	25		0.75626	0	0	0.75626	0.00029
Rittner Robert	CON 1 PT LOT 22	2711-040-004-07600	0.349	0.349	25		0.56998	0	0	0.56998	0.00022
Pipher Eric James	CON 1 PT LOT 22	2711-040-004-07700	0.149	0.149	25		0.24242	0	0	0.24242	0.00009
Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	2711-040-004-07800	7.678	7.680	35		17.53646	0	0	17.53646	0.00678
PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	2711-040-004-07805	4.257	4.258	45		12.50159	0	0	12.50159	0.00484
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	2711-040-004-07900	8.843	8.845	35		20.19740	0	0	20.19740	0.00781
Beck Ronald Andrew	CON 1 PT LOT 22	2711-040-004-08000	0.149	0.149	25		0.24244	0	0	0.24244	0.00009
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	2711-040-004-08100	3.525	3.526	30		6.90081	0	0	6.90081	0.00267
Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08200	6.474	6.475	30		12.67367	0	0	12.67367	0.00490
570466 Ontario Limited	CON 1 PT LOT 22	2711-040-004-08201	1.728	1.729	30		3.38335	0	0	3.38335	0.00131
Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08300	3.496	3.497	30		6.84399	0	0	6.84399	0.00265
Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	2711-040-004-08400	12.518	12.522	30		24.50795	0	0	24.50795	0.00948
Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	2711-040-004-08600	8.439	8.441	30		16.52137	0	0	16.52137	0.00639
Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	6.730	6.732	30		13.17561	0	0	13.17561	0.00510
Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	10.879	10.882	30		21.29867	0	0	21.29867	0.00824
PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	2711-040-004-08715	4.928	2.461	30		4.81708	0	0	4.81708	0.00186
Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08800	0.373	0.373	32		0.77806	0	0	0.77806	0.00030
Coccagna Anthony	CON 1 PT LOT 23	2711-040-004-08900	0.631	0.631	25		1.02959	0	0	1.02959	0.00040
1346618 Ontario Ltd	CON 1 PT LOT 23	2711-040-004-09000	0.463	0.463	25		0.75504	0	0	0.75504	0.00029
Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	2711-040-004-09100	0.201	0.201	25		0.32777	0	0	0.32777	0.00013
S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	2711-040-004-09200	0.883	0.778	30		1.52355	0	0	1.52355	0.00059
Favero Lidia	CON 1 PT LOT 23	2711-040-004-09300	0.202	0.202	25		0.32931	0	0	0.32931	0.00013
Ed Christensen Roofing Limited	CON 1 PT LOT 23	2711-040-004-09400	0.190	0.190	25		0.31021	0	0	0.31021	0.00012
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-09500	0.190	0.190	25		0.31022	0	0	0.31022	0.00012
Stenson Ian John	CON 1 PT LOT 23	2711-040-004-09600	0.190	0.190	25		0.31022	0	0	0.31022	0.00012

Table 11 Maintenance Schedule

Owner	Legal_Txt	Roll No	Land Area	Area in Drain	Runoff	Watershed				
Polverari Giuseppe	CON 1 PT LOT 23	2711-040-004-09700	0.190	0.190	25	0.31021	0	0	0.31021	0.00012
S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	2711-040-004-09800	6.080	5.747	30	11.24829	0	0	11.24829	0.00435
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	2711-040-004-09801	2.211	2.212	85	12.26441	0	0	12.26441	0.00474
Vale Canada Limited	CON 1 PT LOT 23	2711-040-004-09802	3.947	3.949	30	7.72822	0	0	7.72822	0.00299
Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	2711-040-004-09900	12.543	12.547	35	28.64897	0	0	28.64897	0.01108
Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	2711-040-004-10000	15.727	15.732	35	35.92162	0	0	35.92162	0.01389
Sherry Vernon Eugene Martin	CON 2 PT LOT 21	2711-040-004-10100	4.046	4.047	35	9.24122	0	0	9.24122	0.00357
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	2711-040-004-10101	0.121	0.121	25	0.19738	0	0	0.19738	0.00008
Baillargeon Steve	CON 2 PT LOT 21	2711-040-004-10200	0.152	0.152	25	0.24750	0	0	0.24750	0.00010
Dennis Wayne	CON 2 PT LOT 21	2711-040-004-10300	0.182	0.182	25	0.29751	0	0	0.29751	0.00012
Huffman John Wayne	CON 2 PT LOT 21	2711-040-004-10400	0.179	0.179	25	0.29253	0	0	0.29253	0.00011
Young Tammy Lynn	CON 2 PT LOT 21	2711-040-004-10500	0.212	0.212	25	0.34602	0	0	0.34602	0.00013
2867781 Ontario Inc	CON 2 PT LOT 21	2711-040-004-10600	0.197	0.197	25	0.32194	0	0	0.32194	0.00012
Citrigno Angela	CON 2 PT LOT 21	2711-040-004-10700	0.205	0.205	25	0.33437	0	0	0.33437	0.00013
Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	2711-040-004-10705	3.953	3.954	35	9.02858	0	0	9.02858	0.00349
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801 PART 3	2711-040-004-10710	2.898	2.899	35	6.61924	0	0	6.61924	0.00256
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801 PART 2	2711-040-004-10800	4.198	4.199	35	9.58787	0	0	9.58787	0.00371
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732 PART 1	2711-040-004-10810	0.406	0.407	25	0.66314	0	0	0.66314	0.00026
705 Main PC Holdings Inc	CON 2 PT LOT 22 RP59R4801 PART 1	2711-040-004-10900	7.709	7.711	35	17.60825	0	0	17.60825	0.00681
Hellinga Jack Simon	CON 2 PT LOT 22	2711-040-004-11000	5.409	5.411	25	8.82521	0	0	8.82521	0.00341
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	2711-040-004-11200	1.202	1.202	25	1.96028	0	0	1.96028	0.00076
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	2711-040-004-11205	1.208	1.208	25	1.97068	0	0	1.97068	0.00076
Scace Wesley	CON 2 PT LOT 21	2711-040-004-11300	0.067	0.067	25	0.10901	0	0	0.10901	0.00004
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	2711-040-004-11500	73.150	73.171	35	167.07763	0	0	167.07763	0.06462
Parsons David Scott	CON 2 PT LOT 22	2711-040-004-11600	0.418	0.418	25	0.68182	0	0	0.68182	0.00026
Leavere Larry Allan Thomas	CON 2 PT LOT 22	2711-040-004-11700	0.209	0.209	25	0.34099	0	0	0.34099	0.00013
Yanni Bill	CON 2 PT LOT 22	2711-040-004-11900	0.418	0.418	25	0.68183	0	0	0.68183	0.00026
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12000	0.209	0.209	25	0.34122	0	0	0.34122	0.00013
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	2711-040-004-12100	0.209	0.209	25	0.34106	0	0	0.34106	0.00013
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12200	0.357	0.357	25	0.58216	0	0	0.58216	0.00023
Boda Terry Joseph	CON 2 PT LOT 22	2711-040-004-12400	0.186	0.186	25	0.30303	0	0	0.30303	0.00012
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	2711-040-004-12600	12.728	12.732	35	29.07222	0	0	29.07222	0.01124
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	12.623	12.627	35	28.83250	0	0	28.83250	0.01115
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	26.275	22.193	35	50.67553	0	0	50.67553	0.01960
Elite Cap PC Holdings Inc	CON 2 PT LOT 23	2711-040-004-12800	0.363	0.363	30	0.71104	0	0	0.71104	0.00028
NCDSB	CON 2 PT LOT 23	2711-040-004-12900	5.945	5.947	30	11.63961	0	0	11.63961	0.00450
Dyson Patrick James	CON 2 PT LOT 23	2711-040-004-13000	0.176	0.176	25	0.28690	0	0	0.28690	0.00011
Dyson Mary Lynn	CON 2 PT LOT 23	2711-040-004-13100	0.181	0.182	25	0.29611	0	0	0.29611	0.00011
Hortobagyi Zoltan	CON 2 PT LOT 23	2711-040-004-13200	0.186	0.186	25	0.30304	0	0	0.30304	0.00012
Wakunick Deborah Ivy	CON 2 PT LOT 24	2711-040-004-13300	0.580	0.085	25	0.13920	0	0	0.13920	0.00005
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	2711-040-004-13400	0.852	0.424	25	0.69202	0	0	0.69202	0.00027
Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	2711-040-004-13401	11.176	7.409	35	16.91815	0	0	16.91815	0.00654
Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	2711-040-004-13410	10.113	9.878	35	22.55615	0	0	22.55615	0.00872
Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	2711-040-004-13435	4.016	0.533	35	1.21684	0	0	1.21684	0.00047
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	2711-040-004-14000	65.927	3.313	35	7.56578	0	0	7.56578	0.00293
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-040-004-14120	31.214	0.929	35	2.12015	0	0	2.12015	0.00082
Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	2711-040-004-17902	0.580	0.580	20	0.75727	0	0	0.75727	0.00029
PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.603	1.603	80	8.36506	0	0	8.36506	0.00324
PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.010	1.011	80	5.27526	0	0	5.27526	0.00204
Matej Dimitrov	CON 3 PT LOT 17	2711-040-005-01700	1.206	0.665	25	1.08427	0	0	1.08427	0.00042
Huffman Audrey Ferne	CON 3 PT LOT 17	2711-040-005-01800	4.752	1.528	35	3.48965	0	0	3.48965	0.00135
Larocque Lucille	CON 3 PT LOT 17	2711-040-005-02301	0.968	0.042	25	0.06835	0	0	0.06835	0.00003
Tice George Edward	CON 3 S PT LOT 17	2711-040-005-02400	20.160	15.844	35	36.17752	0	0	36.17752	0.01399
Larocque Yvon	CON 3 PT LOT 17	2711-040-005-02500	0.350	0.251	25	0.40944	0	0	0.40944	0.00016
McIntyre David John	CON 3 N PT LOT 17	2711-040-005-03100	18.043	2.845	35	6.49657	0	0	6.49657	0.00251
Fritz Julius	CON 3 PT LOT 18	2711-040-005-04500	24.450	13.612	35	31.08112	0	0	31.08112	0.01202
2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	2711-040-005-04505	0.673	0.673	25	1.09770	0	0	1.09770	0.00042
1374894 Ontario Inc	CON 3 N PT LOT 18	2711-040-005-04700	36.369	36.379	35	83.06773	0	0	83.06773	0.03213
Tsouskalas Harry	CON 3 S PT LOT 18	2711-040-005-04800	4.163	4.164	35	9.50922	0	0	9.50922	0.00368
Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	2711-040-005-05105	1.145	0.131	25	0.21348	0	0	0.21348	0.00008
Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	2711-040-005-05110	0.531	0.492	25	0.80272	0	0	0.80272	0.00031
Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	2711-040-005-05120	0.531	0.497	25	0.81116	0	0	0.81116	0.00031
De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	2711-040-005-05130	0.531	0.503	25	0.81960	0	0	0.81960	0.00032
Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	2711-040-005-05140	0.531	0.242	25	0.39453	0	0	0.39453	0.00015
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	2711-040-005-06400	42.374	38.250	35	87.34080	0	0	87.34080	0.03378
Koch Olga	CON 3 LOT 19CPT	2711-040-005-06500	25.612	0.224	25	0.36584	0	0	0.36584	0.00014
Kozelj Stif	CON 3 PT LOT 20	2711-040-005-06600	0.799	0.079	25	0.12911	0	0	0.12911	0.00005
Orsetto Aldo	CON 3 PT LOT 20	2711-040-005-06700	17.057	17.062	35	38.95939	0	0	38.95939	0.01507
Forsey Cynthia Lynn	CON 3 PT LOT 20	2711-040-005-06701	0.186	0.186	25	0.30300	0	0	0.30300	0.00012
Currie Michael Bruce	CON 3 PT LOT 20	2711-040-005-06702	0.195	0.085	25	0.13917	0	0	0.13917	0.00005
Fijavz David	CON 3 PT LOT 20	2711-040-005-06703	2.545	0.334	25	0.54396	0	0	0.54396	0.00021
Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	2711-040-005-06710	0.405	0.211	25	0.34486	0	0	0.34486	0.00013
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240 PART 1	2711-040-005-06800	4.047	0.271	25	0.44133	0	0	0.44133	0.00017
Henderson David Marshall	CON 3 PT LOT 20	2711-040-005-06801	15.665	15.670	35	35.78006	0	0	35.78006	0.01384
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	2711-040-005-06900	15.608	15.252	35	34.82546	0	0	34.82546	0.01347
Wagner Dan Patrick	CON 3 PT LOT 21	2711-040-005-07400	4.177	3.050	35	6.96480	0	0	6.96480	0.00269
Stovell David Alan	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	2711-040-005-07500	2.020	1.238	25	2.01987	0	0	2.01987	0.00078
Sidhu Navreet	CON 3 S PT LOT 21 S PT LOT 22	2711-040-005-08100	12.492	7.613	35	17.38373	0	0	17.38373	0.00672
Henderson Drew David	CON 3 PT LOT 22	2711-040-005-08301	2.448	1.055	35	2.40851	0	0	2.40851	0.00093
Beaulieu George E	CON 3 E PT LOT 23	2711-040-005-08900	0.403	0.388	25	0.63234	0	0	0.63234	0.00024
Garner Mark Edward	CON 3 PT LOT 23	2711-040-005-09100	0.379	0.346	25	0.56486	0	0	0.56486	0.00022
Joseph Grandilli	CON 3 PT LOT 23	2711-040-005-09300	0.126	0.082	25	0.13432	0	0	0.13432	0.00005
Stefan John	CON 3 PT LOT 23	2711-040-005-09400	0.152	0.016	25	0.02675	0	0	0.02675	0.00001
Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	2711-040-005-10100	0.220	0.001	25	0.00135	0	0	0.00135	0.00000
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	2711-040-005-10200	0.610	0.208	25	0.33991	0	0	0.33991	0.00013
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	2711-040-005-10202	0.417	0.417	25	0.68030	0	0	0.68030	0.00026
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	2711-040-005-10204	0.777	0.605	25	0.98705	0	0	0.98705	0.00038
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	2711-040-005-10206	0.735	0.597	25	0.97412	0	0	0.97412	0.00038
Schneider Darryl Frederick	CON 3 PT LOT 23	2711-040-005-10801	2.825	2.252	35	5.14130	0	0	5.14130	0.00199
Zonneveld Bastian	CON 3 PT LOT 24	2711-040-005-10900	0.191	0.103	25	0.16773	0	0	0.16773	0.00006
Terreberry Jack	CON 3 PT LOT 24	2711-040-005-11000	0.291	0.144	25	0.23510	0	0	0.23510	0.00009
Bacon Matthew Steven	CON 3 PT LOT 24	2711-040-005-11300	0.566	0.347	25	0.56629	0	0	0.56629	0.00022
Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11400	0.164	0.099	25	0.16093	0	0	0.16093	0.00006
Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11500	0.129	0.029	25	0.04689	0	0	0.04689	0.00002
Medvic Peter James	CON 3 PT LOT 24	2711-040-005-11600	0.355	0.356	25	0.57985	0	0	0.57985	0.00022
McIntyre Shelly	CON 3 PT LOT 24	2711-040-005-11700	0.191	0.191	25	0.31169	0	0	0.31169	0.00012
PC City Hall	59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	2711-040-006-99500	3.288	0.815	80	4.25353	0	0	4.25353	0.00165
			1501.3	**1046.5**		**2332.8**	**0.0**	**0.0**	**2332.8**	**0.90224**
Roads										
City of Port Colborne	**Carl Rd From Second Concession Rd To Chippawa Rd**			2.413	85	13.38160474	0	0	13.38160	0.00518
City of Port Colborne	**Second Concession Rd From Carl Rd To Miller Rd**			1.673	85	9.27800874	0	0	9.27801	0.00359
City of Port Colborne	**Snider Rd From Second Concession Rd To Chippawa Rd**			0.072	85	0.3964961	0	0	0.39650	0.00015
City of Port Colborne	**Chippawa Rd From Snider rd To Babion Rd**			0.133	85	0.73642912	0	0	0.73643	0.00028
City of Port Colborne	**Babion Rd From Second Concession Rd To Chippawa Rd**			1.434	85	7.94988544	0	0	7.94989	0.00307
City of Port Colborne	**Chippawa Rd From Babion Rd To Carl rd**			0.589	85	3.26679514	0	0	3.26680	0.00126
City of Port Colborne	**Second Concession Rd From Chippawa Rd To Carl Rd**			4.547	85	25.21271564	0	0	25.21272	0.00975
City of Port Colborne	**Reuter Rd From Lake Erie To Durham St**			1.497	85	8.29924564	0	0	8.29925	0.00321
City of Port Colborne	**Lakeshore Rd E From Reuter Rd To Snider Rd**			0.726	85	4.0259604	0	0	4.02596	0.00156
City of Port Colborne	**Snider Rd From Highway #3 To Second Concessions Rd**			2.024	75	9.9029427	0	0	9.90294	0.00383
City of Port Colborne	**Snider Rd From Killaly St E To Highway #3**			2.028	85	11.2432985	0	0	11.24330	0.00435
City of Port Colborne	**Killaly St E From Elizabeth St To Lorraine Rd**			3.133	85	17.37540182	0	0	17.37540	0.00672
City of Port Colborne	**Lorraine Rd From Killaly St E To Highway #3**			1.739	85	9.6406779	0	0	9.64068	0.00373
City of Port Colborne	**Babion Rd From Highway #3 To Second Concession Rd**			2.271	85	12.59471248	0	0	12.59471	0.00487
City of Port Colborne	**Killaly St E - North Easement From Weaver Rd To Miller Rd**			0.090	85	0.50074962	0	0	0.50075	0.00019
City of Port Colborne	**Killaly St E From Lorraine Rd To Miller Rd**			2.740	85	15.19550508	0	0	15.19551	0.00588
City of Port Colborne	**Weaver Rd From Killaly St E To Highway #3**			1.216	85	6.7432064	0	0	6.74321	0.00261
City of Port Colborne	**Weaver Rd From Friendship Trail To Killaly St E**			0.994	85	5.51157306	0	0	5.51157	0.00213
City of Port Colborne	**Snider Rd From Lake Erie To Killaly St E**			4.808	75	23.5230975	0	0	23.52310	0.00910

Table 11 Maintenance Schedule

Owner	Legal_Txt	Roll No	Land Area: Area in Drain	Land Area: Runoff	Watershed				
City of Port Colborne	**Lorraine Rd From Lake Erie To Killaly St E**		3.854	85	21.3719716	0	0	21.37197	0.00827
City of Port Colborne	**Lakeshore Rd E From Snider Rd To Lorraine Rd**		1.724	85	9.55805144	0	0	9.55805	0.00370
MTO	**Highway #3 From Elizabeth St To Babion Rd**		2.822	95	17.49081138	0	0	17.49081	0.00676
MTO	**Highway #3 From Babion Rd To Weaver Rd**		1.948	95	12.07269462	0	0	12.07269	0.00467
MTO	**Highway #3 From Weaver Rd To Miller Rd**		1.208	95	7.48508306	0	0	7.48508	0.00289
			45.7		**252.8**	**0.0**	**0.0**	**252.8**	**0.0978**
			1092.2		**2585.6**			**2585.6**	**1.0**

Bower Drain Branch #1										
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636	$271,104,000,409,801.00	$ 2.21	$ 65.00	$ 9.38	$ -	$ -	$ 9.38	$ 0.34
City of Port Colborne	59R11175 PART 1 59R11176	$271,104,000,699,500.00	$ 0.17	$ 35.00	$ 0.40	$ -	$ -	$ 0.40	$ 0.01
Vale Canada Limited	CON 1 PT LOT 23	$271,102,000,718,201.00	$ 2.60	$ 65.00	$ 11.02	$ -	$ -	$ 11.02	$ 0.40
Schlenger Uszer	CON 1 PT LOT 23	$271,104,000,408,700.00	$ 3.03	$ 25.00	$ 4.94	$ -	$ -	$ 4.94	$ 0.18
			8.0						
Roads									
City of Port Colborne	Reuter Rd From Lake Erie To Durham St		**0.277**	85	1.92051	0	0	1.92051	0.06944
			0.3						
			8.3		27.65694			27.65694	1.00000
Wignell Branch Drain #2									
Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	0.1384	25	0.22573	0	0	0.22573	0.00193
Thalen William Douglas	CON 1 PT LOT 21	271104000406300	0.0676	25	0.11026	0	0	0.11026	0.00094
Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550	271104000406400	0.1884	25	0.30728	0	0	0.30728	0.00263
Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325	271104000406500	0.232	25	0.37839	0	0	0.37839	0.00324
Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702	271104000406600	0.2663	25	0.43434	0	0	0.43434	0.00372
Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702	271104000406700	0.3055	25	0.49827	0	0	0.49827	0.00427
Riegle Colleen	CON 1 PT LOT 21	271104000406800	0.3654	25	0.59597	0	0	0.59597	0.00511
Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	0.3944	25	0.64327	0	0	0.64327	0.00551
Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	0.7472	25	1.21868	0	0	1.21868	0.01044
Dunham Traci Lynn	CON 1 PT LOT 21	271104000407100	0.1113	25	0.18153	0	0	0.18153	0.00156
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	271104000407200	2.7102	35	6.18847	0	0	6.18847	0.05302
Hurkmans Robert William	CON 2 PT LOT 21	271104000409900	12.5466	35	28.64891	0	0	28.64891	0.24545
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	10.7611	35	24.57190	0	0	24.57190	0.21052
Sherry Vernob Eugene Martin	CON 2 PT LOT 21	271104000410100	4.0471	35	9.24115	0	0	9.24115	0.07918
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410101	0.121	25	0.19735	0	0	0.19735	0.00169
Rottier Matthew	CON 2 PT LOT 21	271104000410200	0.1517	25	0.24742	0	0	0.24742	0.00212
Dennis Wayne	CON 2 PT LOT 21	271104000410300	0.1824	25	0.29749	0	0	0.29749	0.00255
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.1081	25	0.17631	0	0	0.17631	0.00151
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.105	25	0.17126	0	0	0.17126	0.00147
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.038	25	0.06198	0	0	0.06198	0.00053
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.0374	25	0.06100	0	0	0.06100	0.00052
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	2.0105	35	4.59078	0	0	4.59078	0.03933
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	8.6146	35	19.67058	0	0	19.67058	0.16853
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	2.4726	35	5.64593	0	0	5.64593	0.04837
			46.7						
Roads									
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd		1.3756	85	7.62825	0	0	7.62825	0.06536
City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8521	85	4.72524	0	0	4.72524	0.04048
			2.2						
			49.0		**116.7**			**116.7**	**1.0000**
Wignell Branch Drain #3									
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20	271104000315700	25.1839	35	57.50492	0	0	57.50492	0.74915
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	1.3548	25	2.20968	0	0	2.20968	0.02879
Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20	271104000315705	0.9362	25	1.52694	0	0	1.52694	0.01989
Watson Carol Ann	CON 2 PT LOT 20	271104000315900	0.3731	25	0.60853	0	0	0.60853	0.00793
Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	0.1245	25	0.20306	0	0	0.20306	0.00265
Lee Derek	CON 2 PT LOT 20	271104000316100	0.3439	25	0.56090	0	0	0.56090	0.00731
Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	1.8461	35	4.21538	0	0	4.21538	0.05492
Quesnelle Andrew	CON 1 PT LOT 20 PLAN 59R	271104000317800	0.582	25	0.94924	0	0	0.94924	0.01237
			30.7						
Roads									
City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8469	85	4.69640	0	0	4.69640	0.06118
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd		0.4685	85	2.59802	0	0	2.59802	0.03385
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E		0.0012	85	0.00665	0	0	0.00665	0.00009
MTO	Highway #3 From Babion Rd To Weaver Rd		0.2711	95	1.68022	0	0	1.68022	0.02189
			1.6						
			32.3		**76.8**	**0.0**	**0.0**	**76.8**	**1.0000**

6 Wignell Drain Report Conclusions

This report has identified several drain improvements, including maintenance, to ensure suitable channel design flows are achieved. Based on identified property impacts, the upper drain alignment change is proposed and shown on the plan and profile drawings. A proposed gate automation project will reduce the response time for gate closing and opening settings so that less water flows backward and there is less impediment for water to flow out the outlet.

The following are summary descriptions of the planned improvements:

1. A specific program of improvement for the Wignell Gate Structure has been developed to ensure the gate's continued function to prevent Lake Erie Seiche based flooding events. This includes sluice gate maintenance, replacement of existing motors with actuators, safety and security issues and flow monitoring. The preservation of the existing portable pumping deployment and abandonment of the centrifugal pump former centrifugal pump arrangement are identified.

2. Re-alignment of the drain above STA 5+978 to accommodate future PCQ expansion. The quarry properties that benefit from this re-alignment are paying most of the costs of the proposed work. A portion of the costs is allocated for utility relocation to be paid by the utility affected.

3. A maintenance program of vegetation removal and re-grading to design grade and channel geometry (trapezoidal cross-section) from 2+450 to 4+700. Culvert replacement at 4+200 with a 50/50 cost split on standard length. Channel cleaning is assessed as a Section 23 benefit.

4. A maintenance program of spot vegetation removal and basic maintenance from STA 0+600 to 2+450.

5. Previous erosion protection works started in 2006 and completed in 2007 were assessed as a Section 24 Special Benefit for costs to the three adjacent landowners as a 14% benefit. The remainder is assessed as a Section 23 Outlet Liability benefit to the upstream landowners in the watershed.

6. A proposed Bank Restoration Improvement Program (BRIP) is included for one subscriber property, but other properties can be included by agreeing to the same cost-sharing principles. This uses natural methods to reconstruct a bank to resist future stream bank erosion as an alternative to the concrete block wall constructed in 2006/2007.

Appendix A: Drainage Design Drawings; Plans, Profiles

Wignell Municipal Drain

City of Port Colborne

FEBRUARY 09, 2024

LEGEND

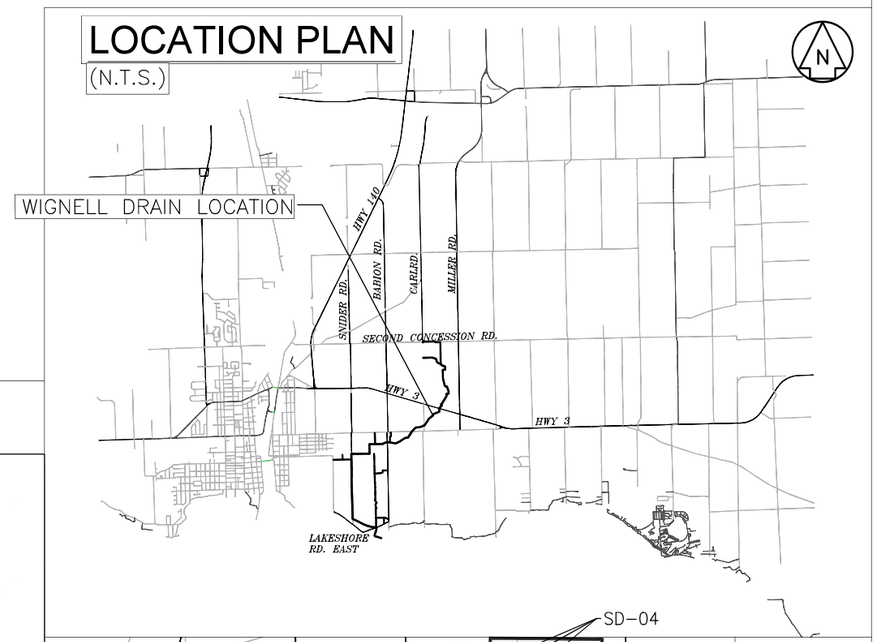
	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE–EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

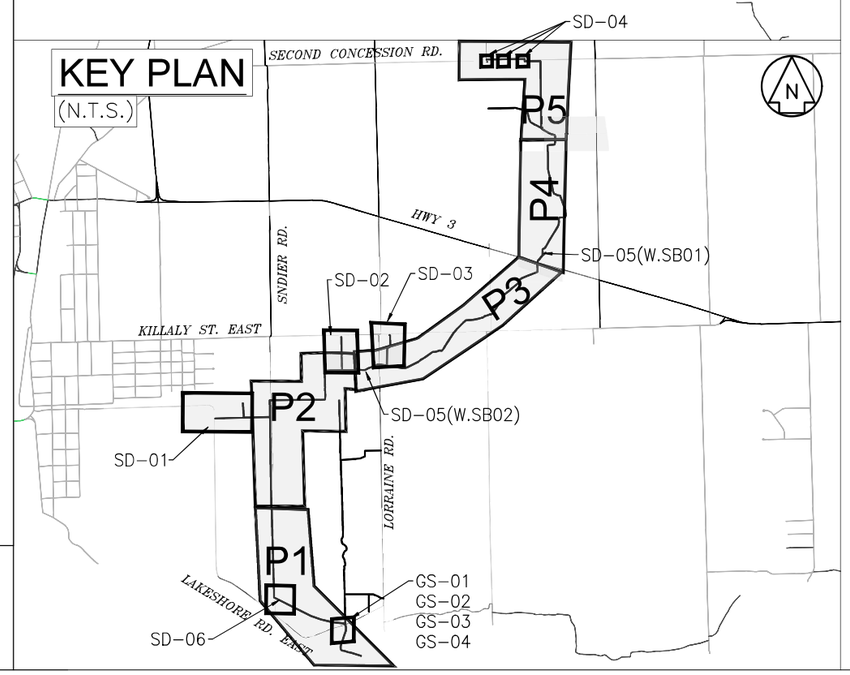
DRAWING INDEX

DRAWING #	DRAWING TITLE
W.PLAN	CONSTRUCTION PLAN
W.P0	WIGNELL DRAIN PROFILE
W.P1	PROFILE STA: –0+400 to 1+300
W.P2	PROFILE STA: 1+300 to 3+000
W.P3	PROFILE STA: 3+000 to 4+700
W.P4	PROFILE STA: 4+700 to 6+000
W.P5	PROFILE STA: 5+970 to 6+922.1 END OF DRAIN
W.P6	WIGNELL OUTLET PLAN & PROFILE STA: 0+000 to –0+297
W.SD–01	PLAN & PROFILE BOWER BRANCH DRAIN
W.SD–02	PLAN & PROFILE WIGNELL BRANCH DRAIN #2
W.SD–03	PLAN & PROFILE WIGNELL BRANCH DRAIN #3
W.SD–04	PLAN & PROFILE REALIGNED ALONG SECOND CONCESSION RD
W.SD–05	PLAN & PROFILE FOR SEDIMENT BASIN SB01, SB02
W.SD–06	PLAN & PROFILE WIGNELL EROSION CONTROL WORKS – 2007
W.GS–01	WIGNELL DRAIN CONTROL STRUCTURE PLAN VIEW–REMOVALS
W.GS–02	WIGNELL DRAIN CONTROL STRUCTURE SECTION VIEWS–REMOVALS
W.GS–03	WIGNELL DRAIN CONTROL STRUCTURE PLAN VIEW–DESIGN
W.GS–04	WIGNELL DRAIN CONTROL STRUCTURE SECTION/DETAIL VIEW–DESIGN
W.GS–05	WIGNELL DRAIN CONTROL STRUCTURE I&C IMPROVEMENTS
W.GD–01	GENERAL DETAILS – BANK RESTORATION IMPROVEMENT PROGRAM
W.GD–02	GENERAL DETAILS
W.CN	CONSTRUCTION NOTES

EWA EARTH WATER AIR ENGINEERING

CITY OF PORT COLBORNE





WIGNELL MUNICIPAL DRAIN - PROPOSED WORKS

WIGNELL DRAIN

EXISTING CHANNEL SOUTH OF SECOND CONCESSION TO BE BLOCKED WITH A BERM.

EXISTING DRAIN TO BE ABANDONED (472.0m)

REMOVE VEGETATION, CLEAR & GRADE TO DESIGN GRADE LINE (209m) SEE W.SD-03

REMOVE VEGETATION, CLEAR & GRADE TO DESIGN GRADE LINE (120m) SEE W.SD-02

BOWER DRAIN SEE W.SD-01

PROPOSED 9m 1630mm x 1120mm ARCH CSP DWY CULVERT @ STA 6+673 SEE W.P5

PROPOSED: EXISTING ROAD SIDE DITCH TO BE FILLED BETWEEN @ STA 6+483 TO STA 6+694

PROPOSED WIGNELL DRAIN RE-ALIGNMENT FOR 944m STA:5+978 to 6+922

CLEAR AND RE-GRADE EXISTING DRAIN TO DESIGN GRADE-LINE

PROPOSED SEDIMENT BASIN W-SB01 SEDIMENT BARRIER DURING CONSTRUCTION FOR UPSTREAM WORK. SEDIMENT BASIN AFTER CONSTRUCTION CONSTRUCT @ STA 4+740 SEE DRAWING W.SD-05

REMOVE VEGETATION, CLEAR & GRADE TO DESIGN GRADE LINE SEE W.P4

PROPOSED 9m CULVERT TO REPLACE W-CS-015 SEE DRAWING W.P3 INSTALL AS PER DETAIL GD-06 ON DRAWING W.GD-02

PROPOSED SEDIMENT BASIN W-SB02 SEDIMENT BARRIER DURING CONSTRUCTION FOR UPSTREAM WORK. SEDIMENT BASIN AFTER CONSTRUCTION CONSTRUCT @ STA 3+100 SEE DRAWING W.SD-05

REMOVE VEGETATION, CLEAR & GRADE TO DESIGN GRADE LINE (STA 2+450 TO 4+700)

SPOT VEGETATION REMOVAL AS DIRECTED BY DRAINAGE SUPERINTENDENT (STA 0+600 TO 2+450)

WIGNELL CONTROL GATE STRUCTURE IMPROVEMENT PROGRAM SEE DRAWINGS W.GS-01 TO W.GS-05

CONSTRUCTED MAINTENANCE ACCESS LANE, 2020 225m x 3m WIDTH SEE DRAWING W.P6

EROSION CONTROL WORKS, 2007 SEE DRAWING W.SD-06

PROPOSED WIGNELL BANK RESTORATION AND IMPROVEMENT PROGRAM (BRIP) FROM 0+020 TO 0+380. WORK IS FROM BOTH SIDES SEE W.GD01 FOR DETAILS

PROPOSED WIGNELL BRANCH DRAIN #2

PROPOSED WIGNELL BRANCH DRAIN #3

W-CS-001 ConcBox 3130x2570
W-CS-002 ConcBox 16500x1710
W-CS-003 ConcBox 3800x1400
W-CS-004 1200x850 CSPA
W-CS-005 1640x1260 CSPA
W-CS-006 ConcBox 2520x1100
W-CS-007 ConcBox 3090x1510
W-CS-008 ConcBox 2370x1200
W-CS-009 ConcBox 3800x1180
W-CS-010 Twin 1500mmø CSP
W-CS-011 1350mmø CSP
W-CS-012 ConcBox 5000x1300
W-CS-013 1700mmø CSP
W-CS-014 1300mmø CSP
W-CS-015 ConcBox 2350x1040
W-BS-001 ConcBox 5200x2730
W-BS-002 ConcBox 16500x1710
W-BS-010 Wooden Bridge
W-SB-01 PR. SEDIMENT BASIN
W-SB-02 PR. SEDIMENT BASIN
W-GS-01
WIGNELL BENCHMARK

PRIVATE DRAIN
PRIVATE DRAIN

CHIPPAWA ROAD
SECOND CONCESSION ROAD
SNIDER ROAD
BABION ROAD
CARL ROAD
MILLER ROAD
WHITE ROAD
WEAVER ROAD
LORRAINE ROAD
PERRY ROAD
ELIZABETH
HWY #3
KILLALY STREET EAST
DURHAM STREET
FIRELANE 2
WEST BRANCH BEAVER DAM DRAIN
BEAVER DAM DRAIN
PORT COLBORNE DRAIN
MICHENER DRAIN
LORRAINE BAY

0 500m 1000m

NOTES:

1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
2. CATCHMENT BOUNDARIES ARE BASED ON THE NPCA DIGITAL ELEVATION MODEL (DEM) 2010
3. SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
   - DRAIN CROSSINGS & SPOT CHANNELS AMEC SURVEY, 2013
   - AS CONSTRUCTED SURVEY BY CofPC, 2016 STATION 0+000–1+940
   - SUPPLEMENTARY SURVEY BY CofPC, 2018
   - WEIBE ENGINEERING SURVEY, 2008

PLAN VIEW LEGEND:

- DRAINAGE AREA BOUNDARY
- DRAIN CENTERLINE
- PROPOSED DRAIN CENTERLINE
- 0+000 DRAIN CHAINAGE
- X.SD-02 SITE SPECIFIC DETAIL I.D.
- BOUNDARY OF AREA CAPTURED IN SITE DETAIL
- DRAINAGE WORK PROPOSED
- DRAINAGE WORK COMPLETED – TO BE ASSESSED

LICENSED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO
2024-02-16

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

EARTH WATER AIR ENGINEERING

Assessment numbers are shown for illustration only. For assessment roll numbers based on MPAC refer to the Assessment Atlas in Appendix G.

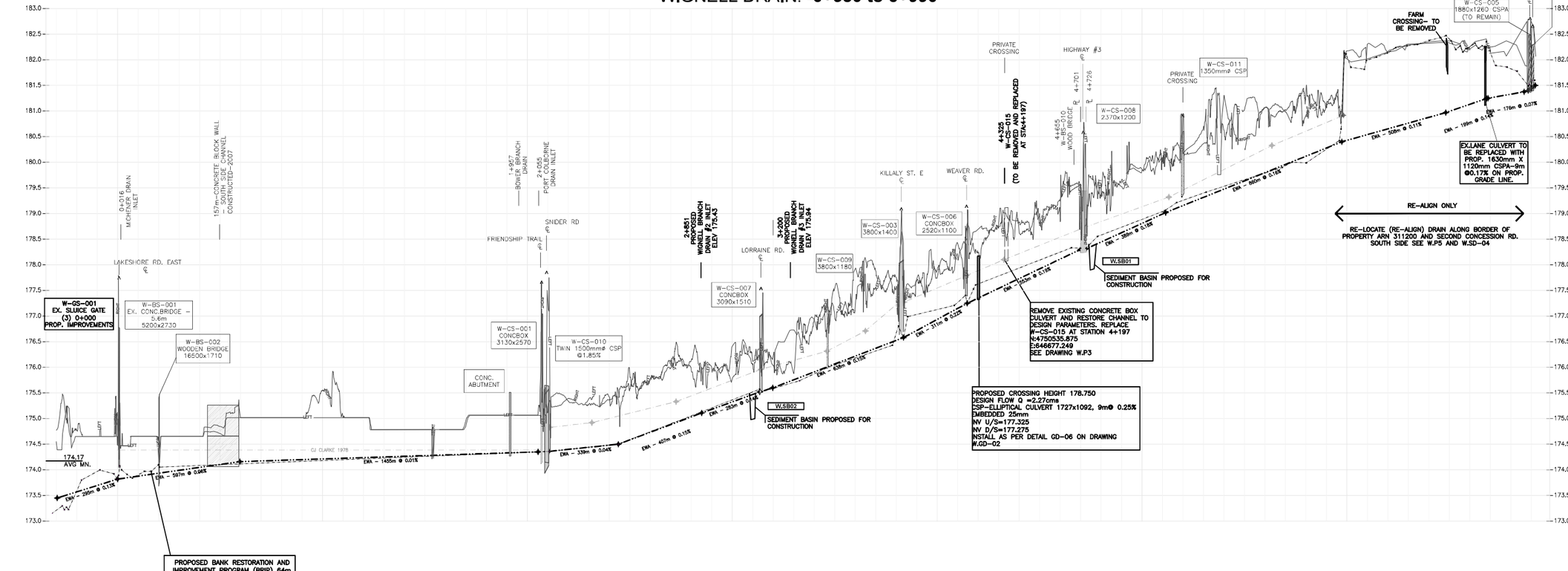
City of Port Colborne

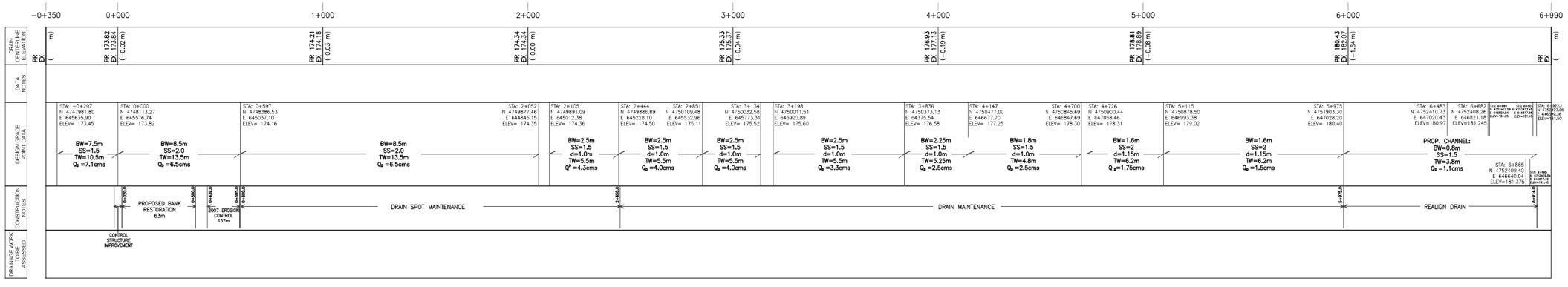
Wignell Municipal Drain

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	183927	W.PLAN
DESIGNED BY :	DATE :	SCALE :	
PCM	09–FEB–24	F.T.P.	

WIGNELL MUNICIPAL DRAIN CONSTRUCTION PLAN

WIGNELL DRAIN: **-0+350 to 6+990**





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   - WIEBE ENGINEERING SURVEY, 2008
   - SUPPLEMENTARY SURVEY (SPOT CHECKS) BY CoPC, 2018 TO 2021
   - WIEBE ENGINEERING REFERENCE SURVEY, 2008, PARTIAL USE OF DRAIN BOTTOM POINTS, NOT GEOREFERENCED.

THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE DONE TO THEM.

SPATIAL DATA:

DTM DATA FROM NIAGARA PENINSULA CONSERVATION AUTHORITY

- HORIZONTAL DATUM: UTM NAD83-CSRS ZONE 17N
- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
DBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – SPECIFIC DETAIL
STA -0+350 to 6+990

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

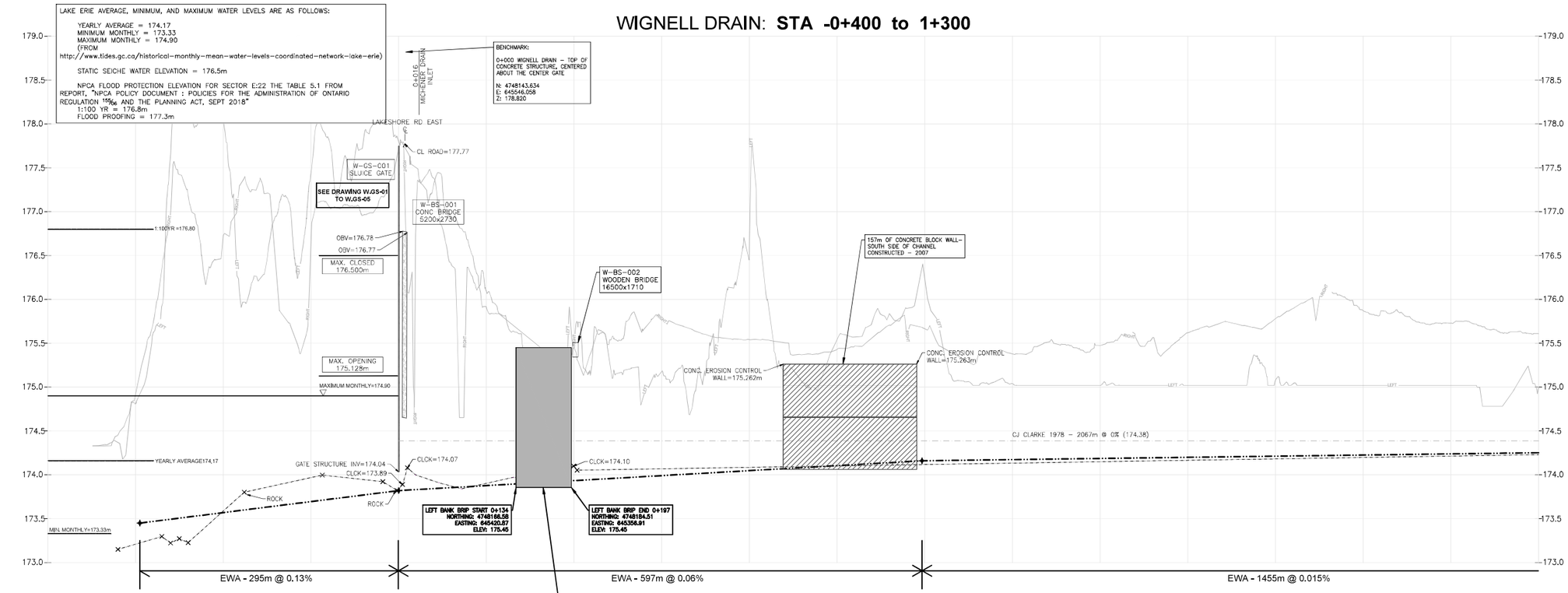
CITY OF PORT COLBORNE

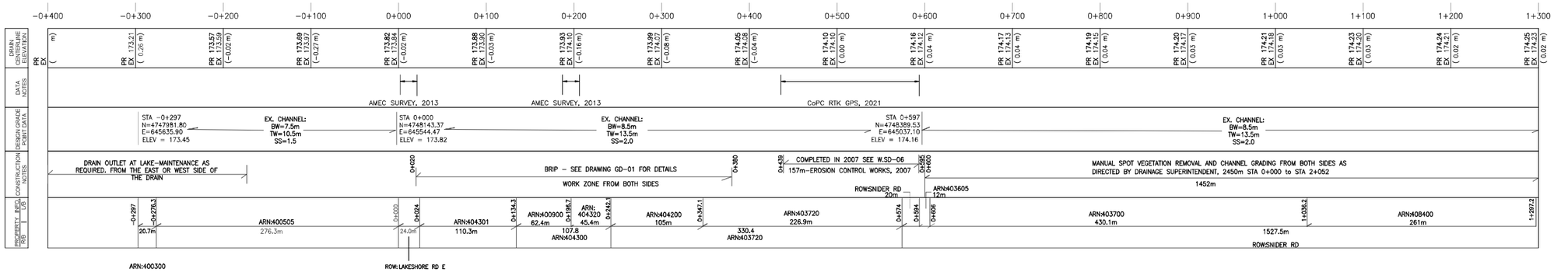
VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.P0
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	F.T.P	

WIGNELL DRAIN: **STA -0+400 to 1+300**





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LEGEND

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	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
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NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE - SPECIFIC DETAIL
STA -0+400 to 1+300

LICENSED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO
2024-02-16

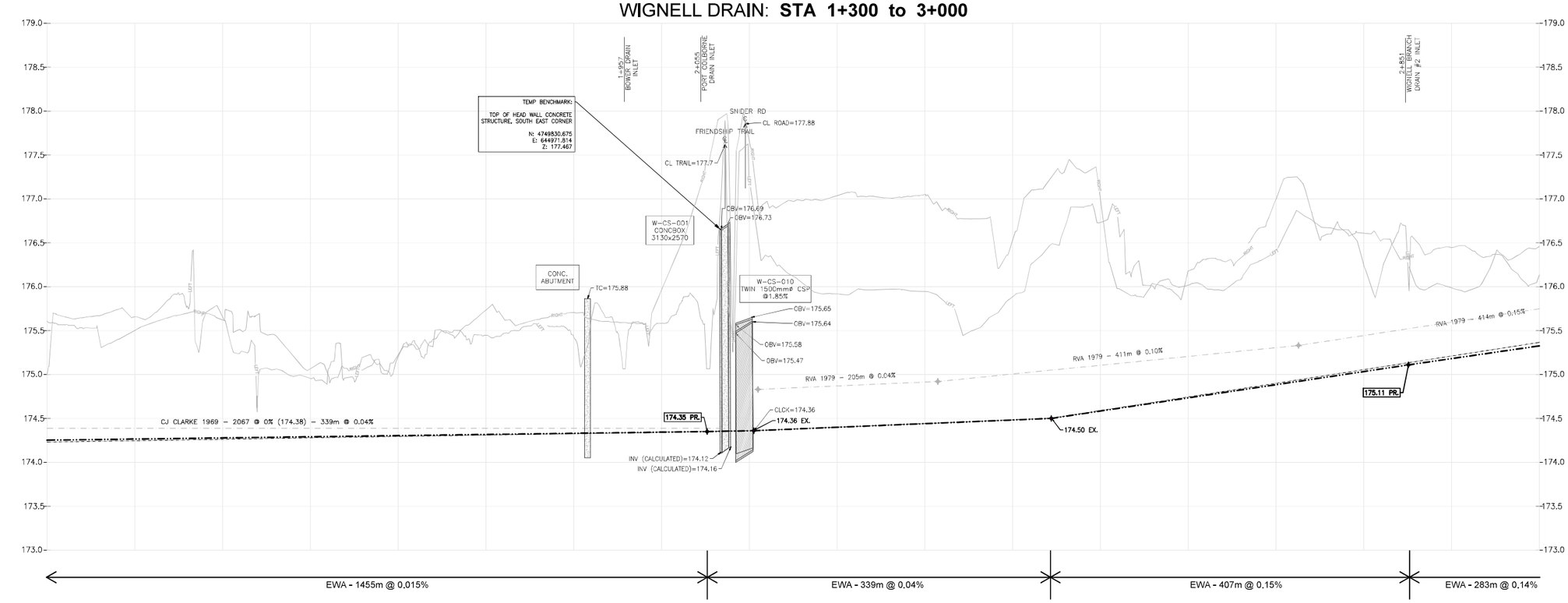
CITY OF PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	-	W.P1
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	1:2500	

WIGNELL DRAIN: **STA 1+300 to 3+000**



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- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – SPECIFIC DETAIL
STA 1+300 to 3+000

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

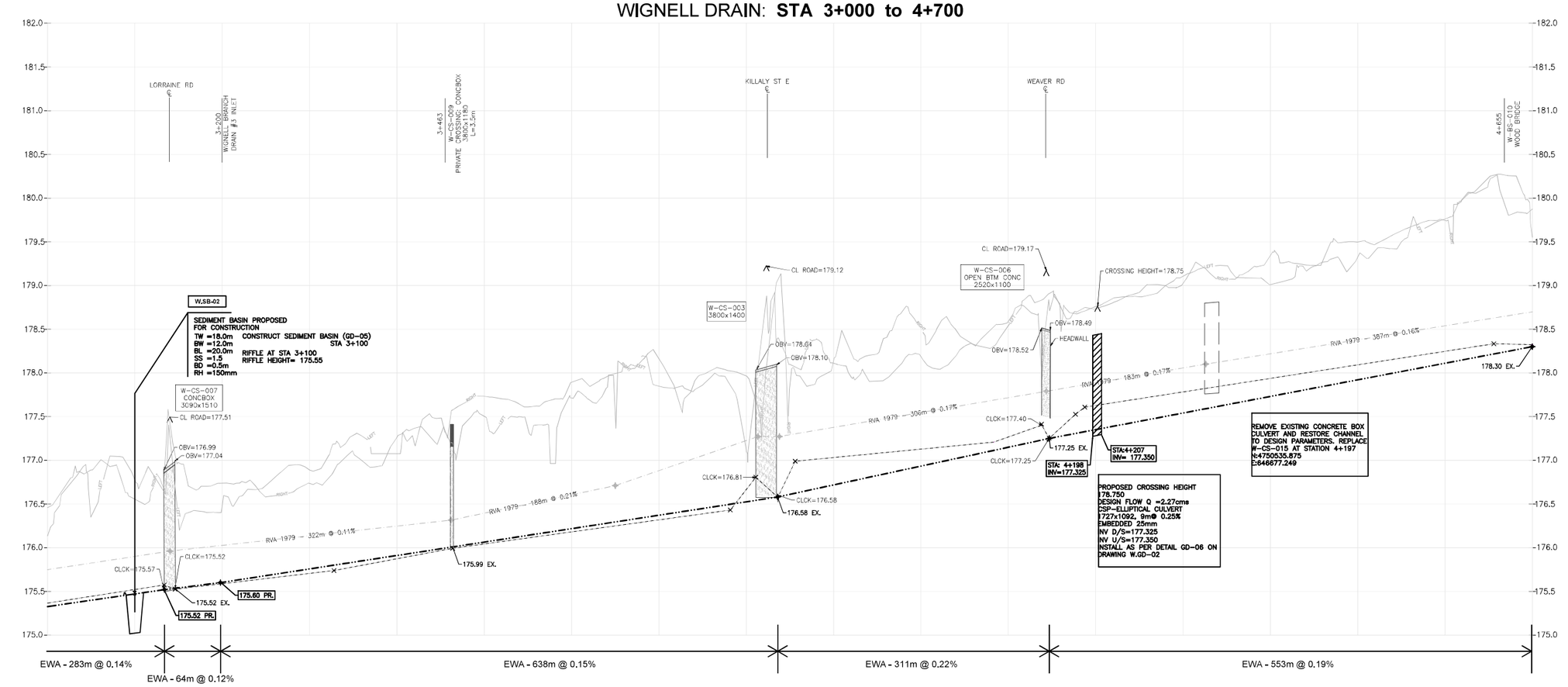
CITY OF PORT COLBORNE

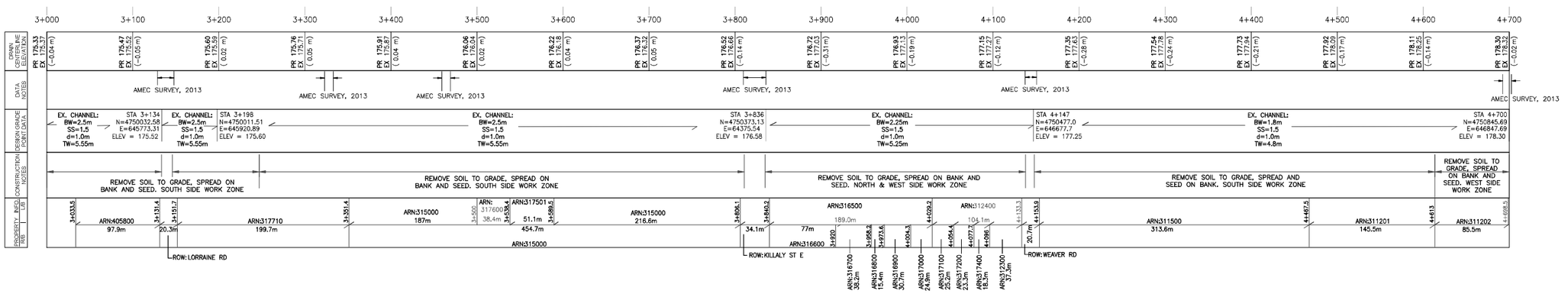
VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EWA EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.P2
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	1:2500	

WIGNELL DRAIN: **STA 3+000 to 4+700**





NOTES:

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3. SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
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   - SUPPLEMENTARY SURVEY BY CoPC, 2018
   - WIEBE ENGINEERING SURVEY, 2008
   - SUPPLEMENTARY SURVEY (SPOT CHECKS) BY CoPC, 2018 TO 2021
   - WIEBE ENGINEERING REFERENCE SURVEY, 2008, PARTIAL USE OF DRAIN BOTTOM POINTS. NOT GEOREFERENCED.

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SPATIAL DATA:

DTM DATA FROM NIAGARA PENINSULA CONSERVATION AUTHORITY

- HORIZONTAL DATUM: UTM NAD83-CSRS ZONE 17N
- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
0BV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – SPECIFIC DETAIL
STA 3+000 to 4+700

LICENSED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO
2024-02-16

CITY OF PORT COLBORNE

VERIFY SCALE
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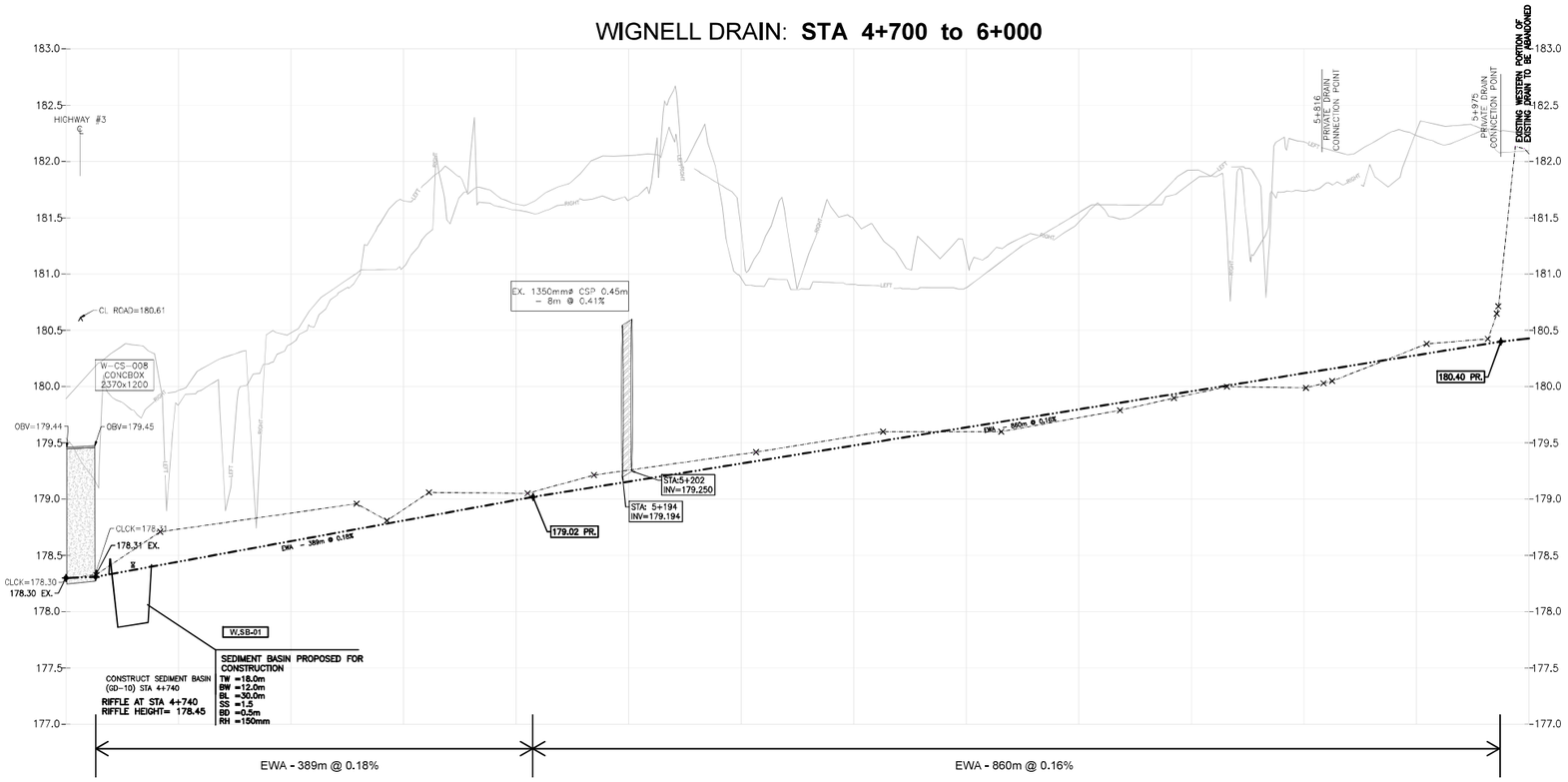
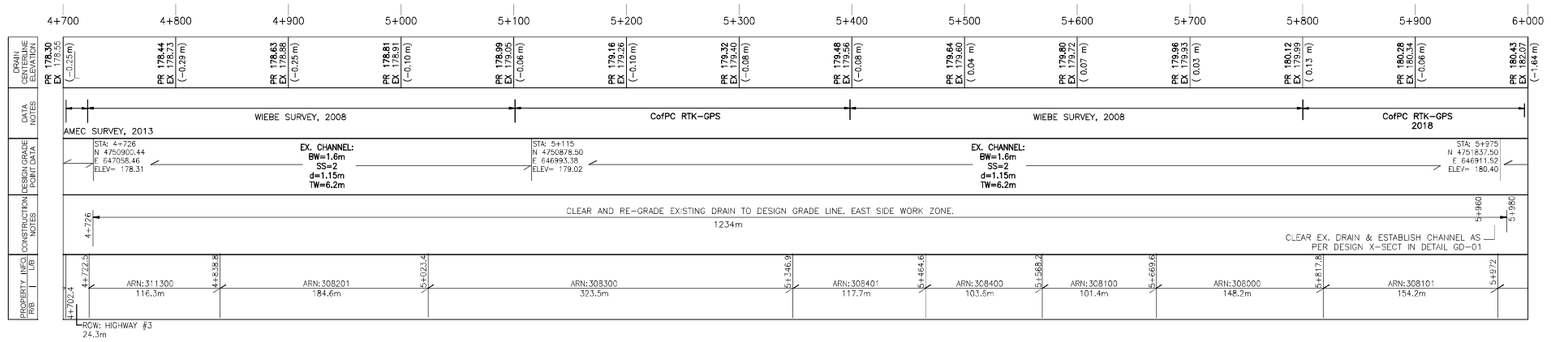
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.P3
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	1:2500	

WIGNELL DRAIN: **STA 4+700 to 6+000**





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LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE–EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (W=ERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – SPECIFIC DETAIL
STA 4+700 to 6+000

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

CITY OF
PORT COLBORNE

VERIFY SCALE
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0 25mm
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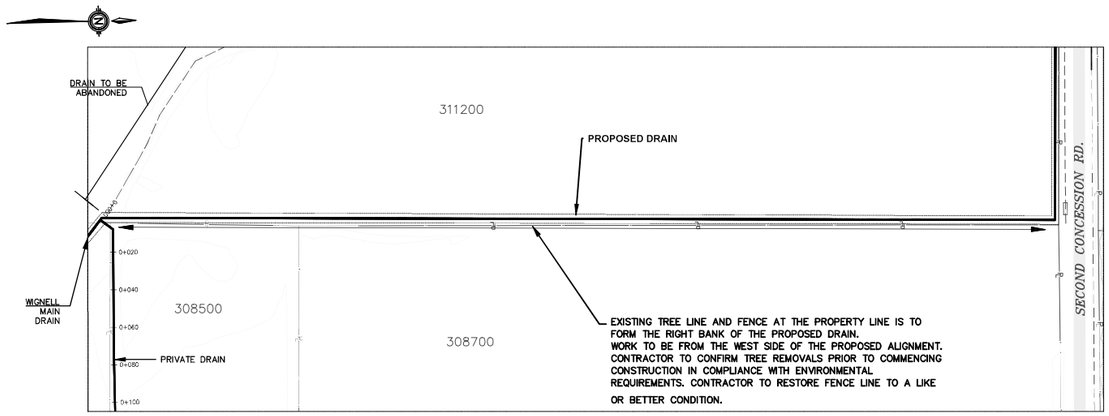
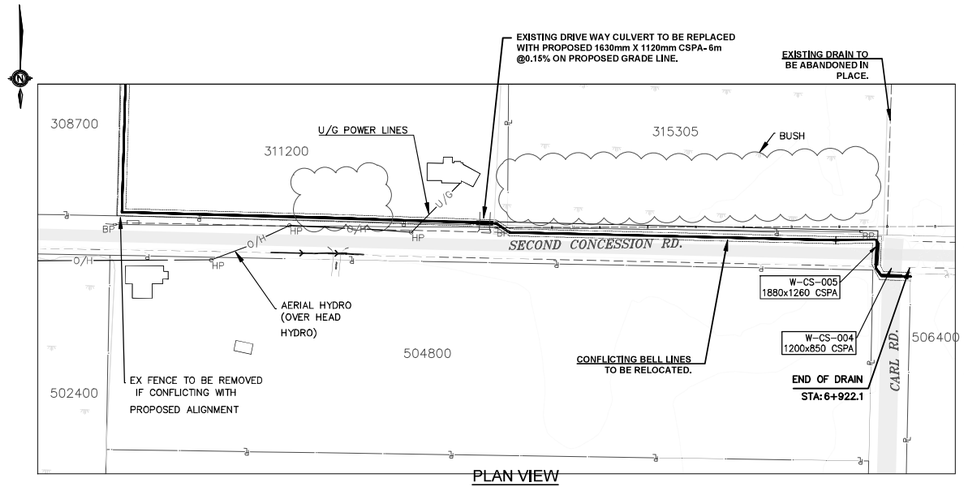
EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.P4
DESIGNED BY :	DATE :	SCALE :	
PCM	09–FEB–24	1:2500	

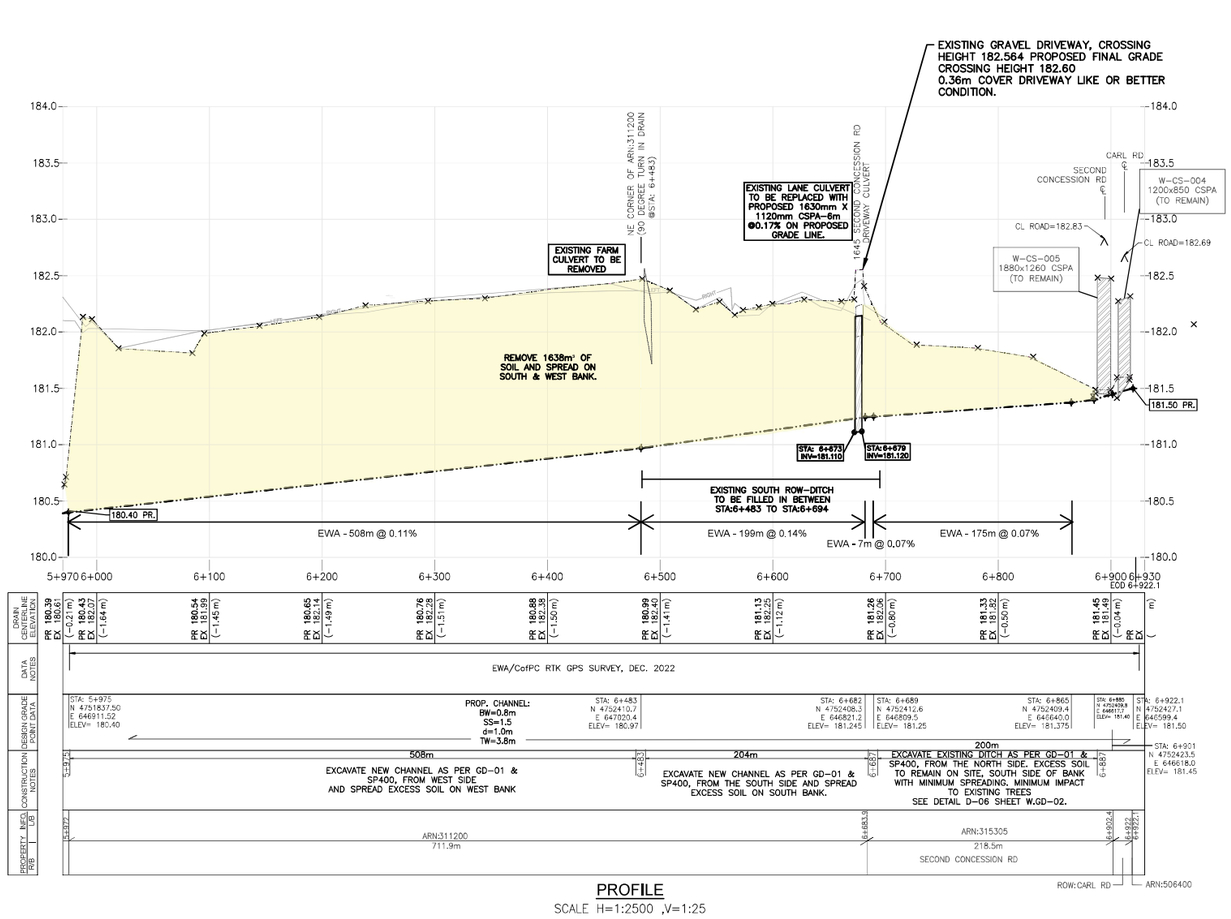
PROPOSED WIGNELL DRAIN RE-ALIGNMENT



PLAN VIEW
SCALE =1:1500



PLAN VIEW
SCALE =1:1500



PROFILE
SCALE H=1:2500 ,V=1:25

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LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – SPECIFIC DETAIL
STA 6+000 to 6+922.1

LICENSED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO
2024-02-16

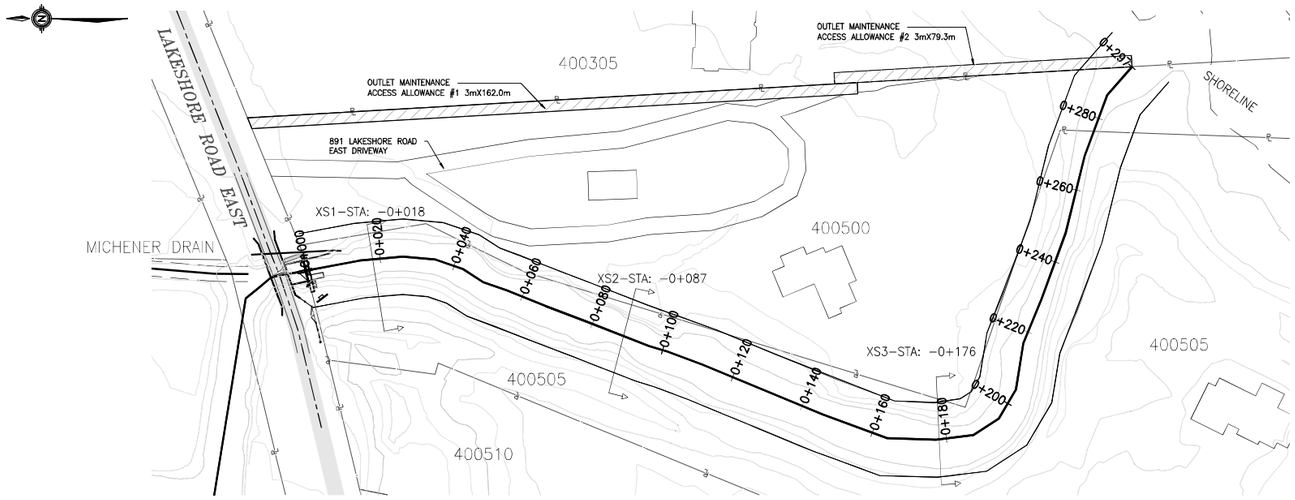
CITY OF PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

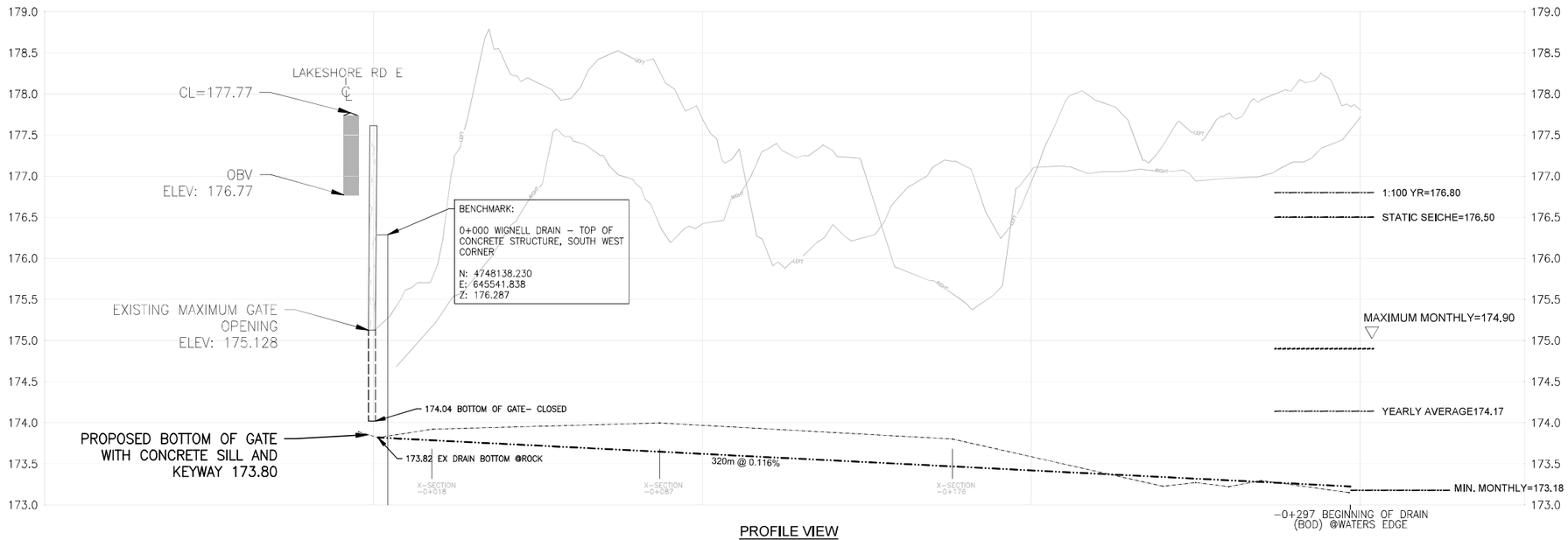
EWA EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	-	W.P5
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	

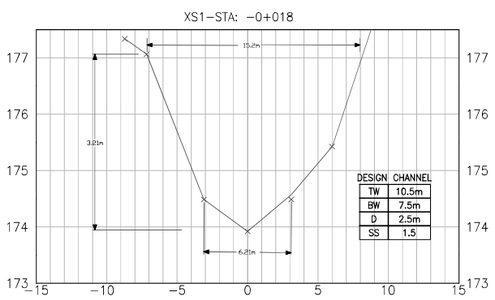
WIGNELL DRAIN: **OUTLET**

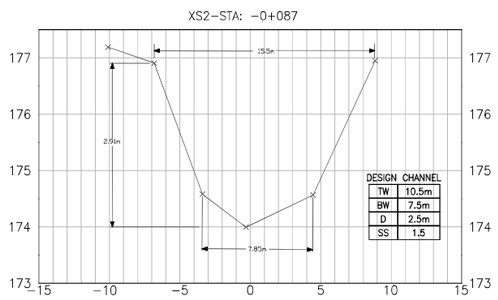


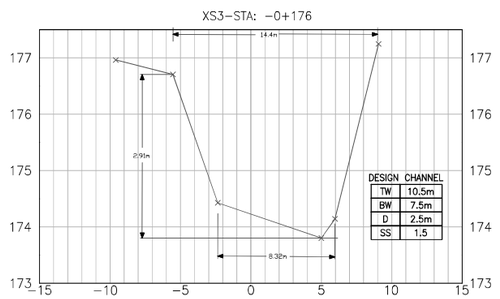
PLAN VIEW
SCALE 1:750



PROFILE VIEW
SCALE H=1:750, V=1:25







SECTION VIEWS
SCALE H=1:200 V=1:4

NOTES:

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   - SUPPLEMENTARY SURVEY BY CofPC, 2018
   - WEBB ENGINEERING SURVEY, 2008
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LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE–EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RWA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – OUTLET
STA 0+000 to –0+297

LICENCED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

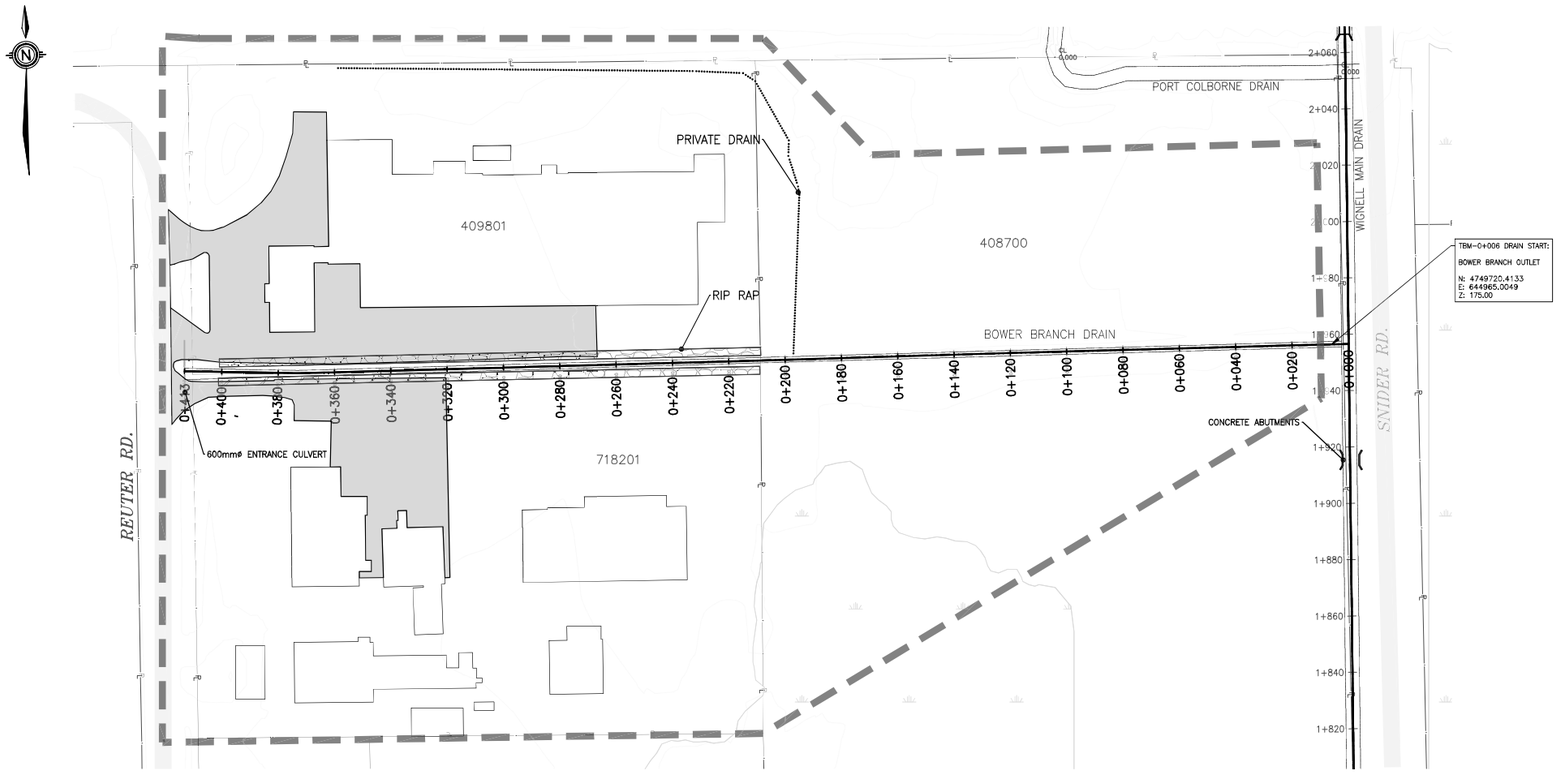
CITY OF PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

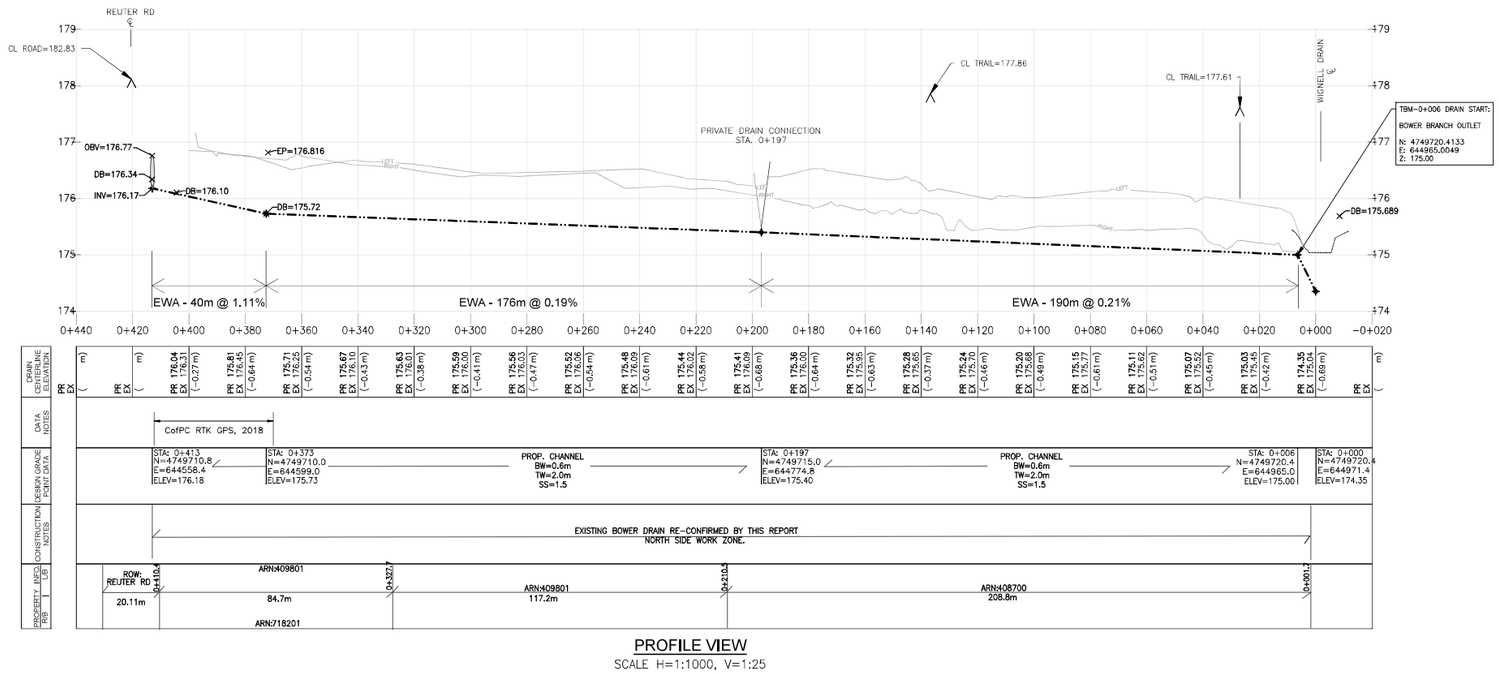
EWA EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.P6
DESIGNED BY :	DATE :	SCALE :	
PCM	09–FEB–24	AS SHOWN	

BOWER BRANCH DRAIN



PLAN VIEW
SCALE 1:1000



PROFILE VIEW
SCALE H=1:1000, V=1:25

NOTES:

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	PROPOSED DRAIN GRADELINE-EWA
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LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

WIGNELL MUNICIPAL DRAIN
SPECIFIC DETAIL
BOWER BRANCH DRAIN

CITY OF
PORT COLBORNE

VERIFY SCALE
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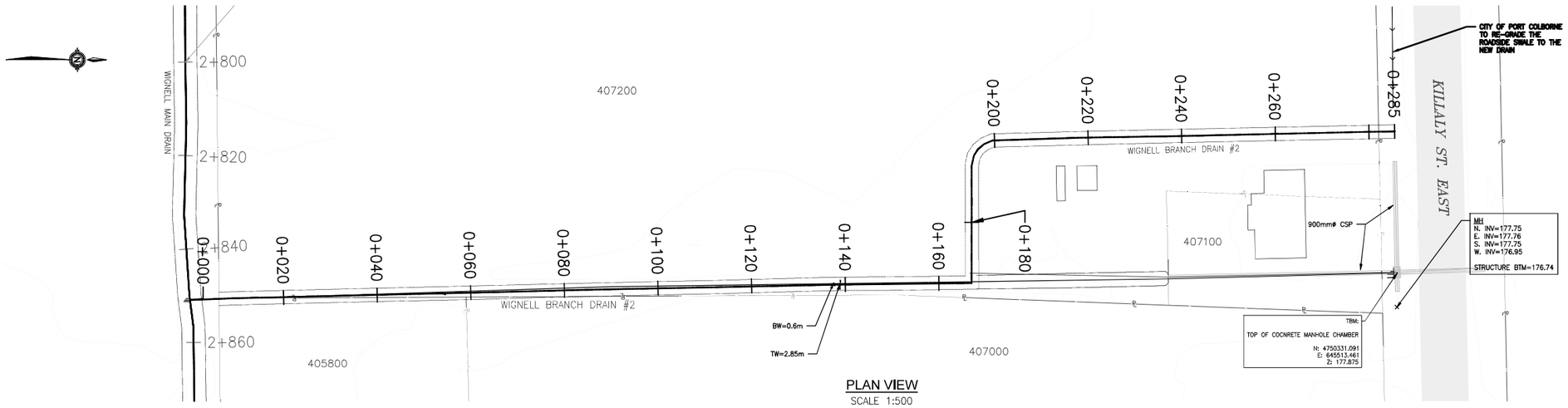
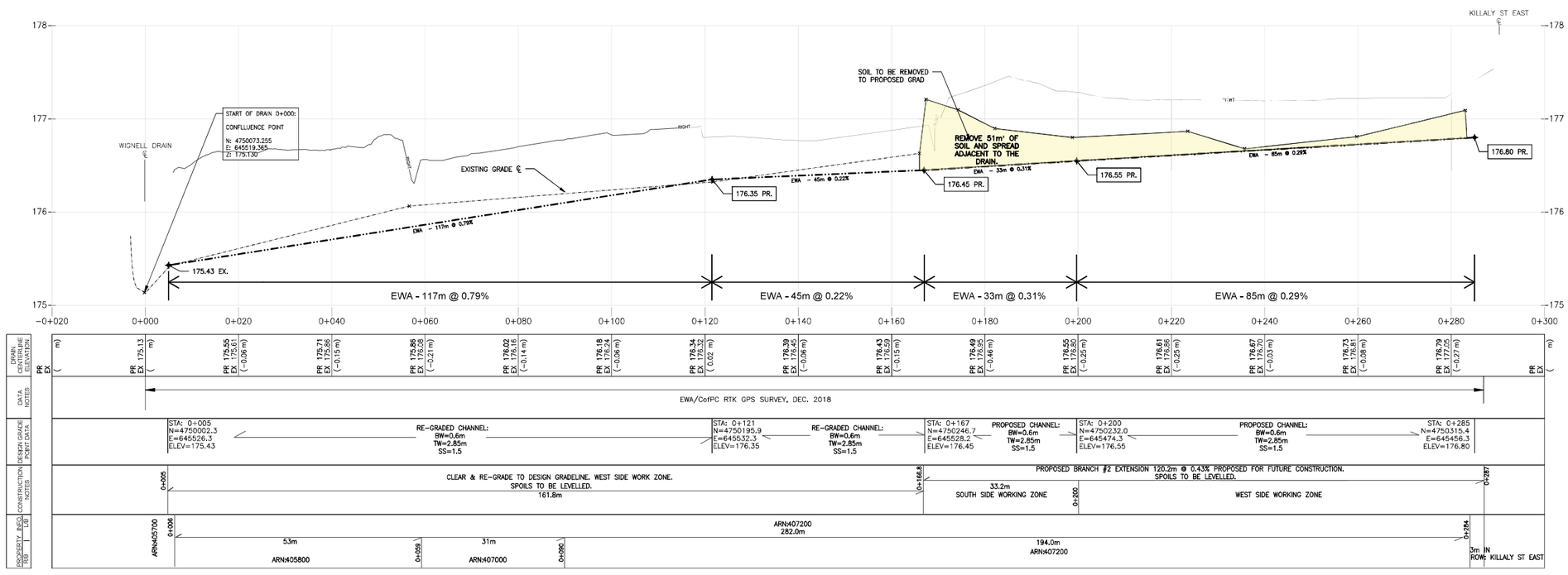
EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.SD-01
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	

WIGNELL BRANCH DRAIN #2



PLAN VIEW
SCALE 1:500



PROFILE VIEW
SCALE H=1:500 V=1:25

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	EXISTING DITCH BOTTOM (SURVEYED)
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	PROPOSED DRAIN GRADELINE-EWA
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175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE PVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

WIGNELL MUNICIPAL DRAIN
SPECIFIC DETAIL
BRANCH DRAIN #2

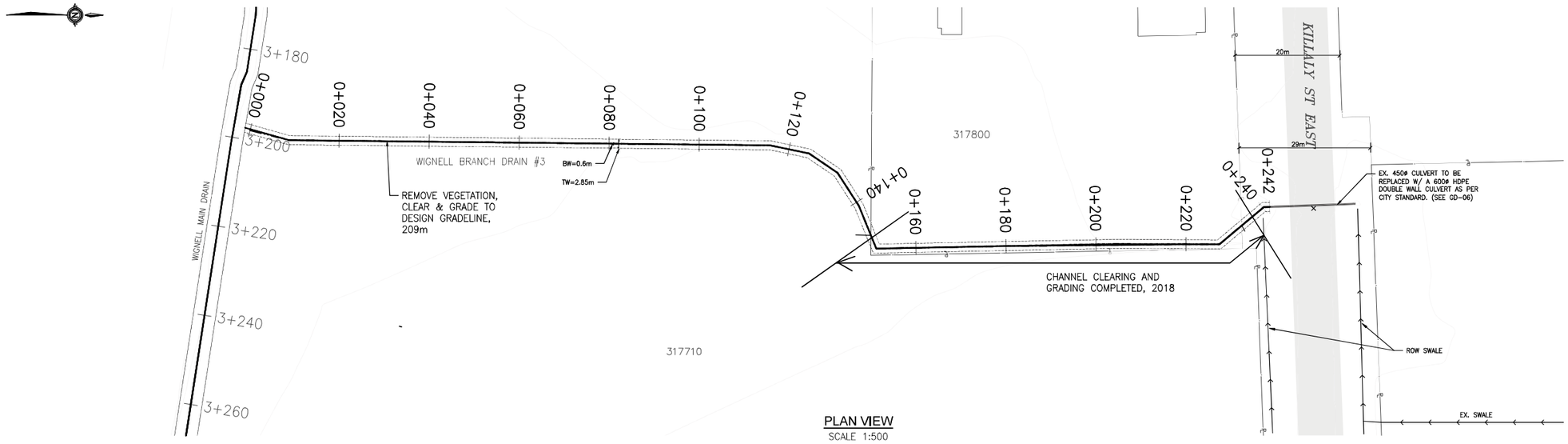
CITY OF
PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

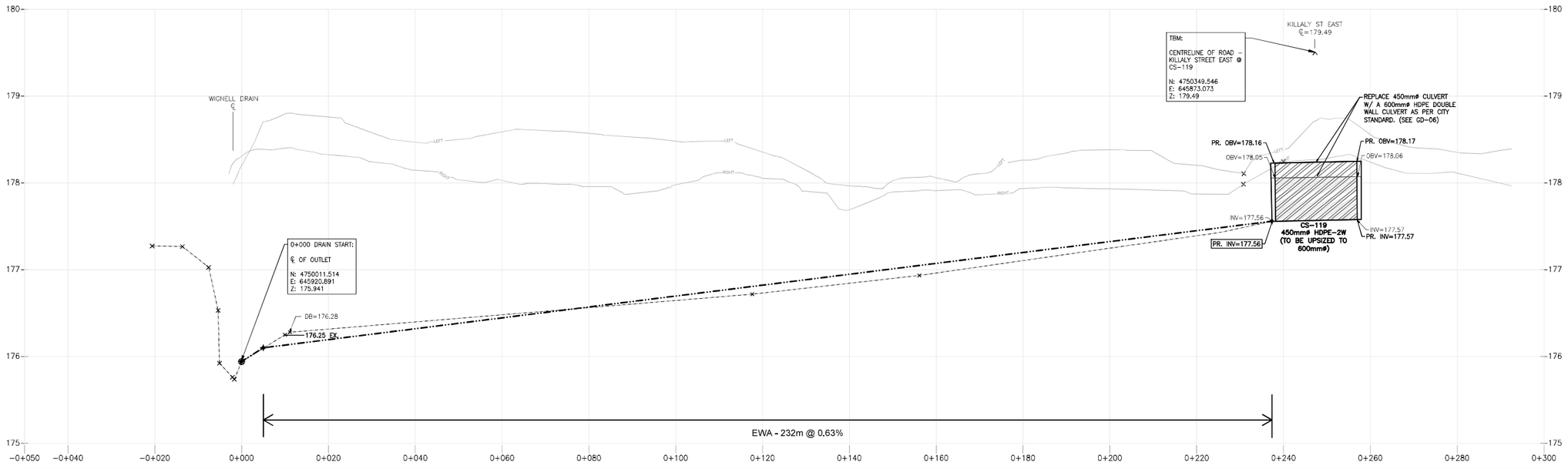
EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.SD-02
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	

WIGNELL BRANCH DRAIN #3



PLAN VIEW
SCALE 1:500



PROFILE VIEW
SCALE 1:500

NOTES:

1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
2. CATCHMENT BOUNDARIES ARE BASED ON THE NPCA DIGITAL ELEVATION MODEL (DEM) 2010
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   - WIEBE ENGINEERING SURVEY, 2008
   - SUPPLEMENTARY SURVEY (SPOT CHECKS) BY CofPC, 2018 TO 2021
   - WIEBE ENGINEERING REFERENCE SURVEY, 2008, PARTIAL USE OF DRAIN BOTTOM POINTS. NOT GEOREFERENCED.

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SPATIAL DATA:

DTM DATA FROM NIAGARA PENINSULA CONSERVATION AUTHORITY

- HORIZONTAL DATUM: UTM NAD83-CSRS ZONE 17N
- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

WIGNELL MUNICIPAL DRAIN
SPECIFIC DETAIL
WIGNELL BRANCH DRAIN #3

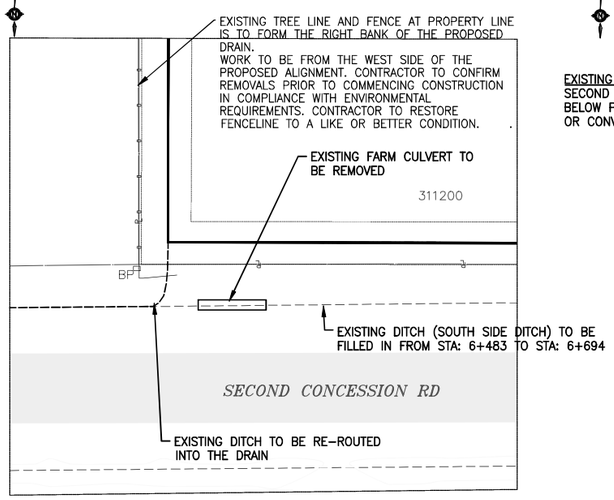
CITY OF
PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

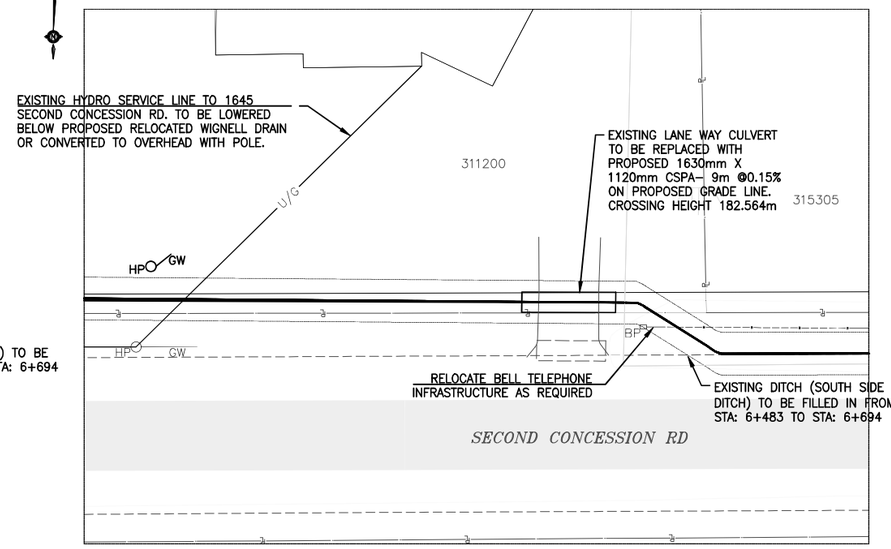
DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	-	W.SD-03
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	

PLAN PROFILE DETAIL 1



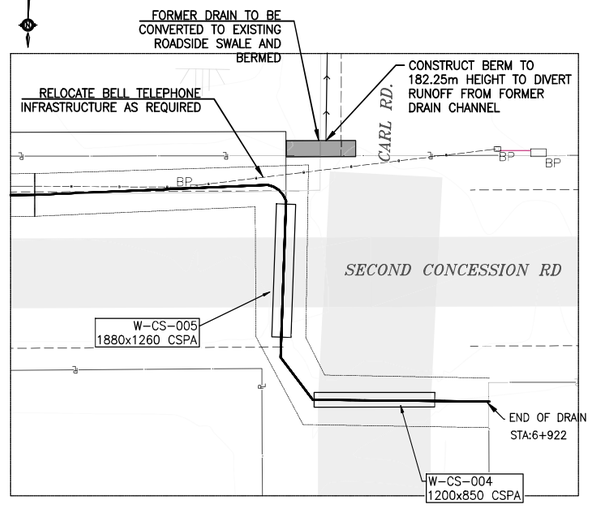
PLAN VIEW
SCALE =1:250

PLAN PROFILE DETAIL 2

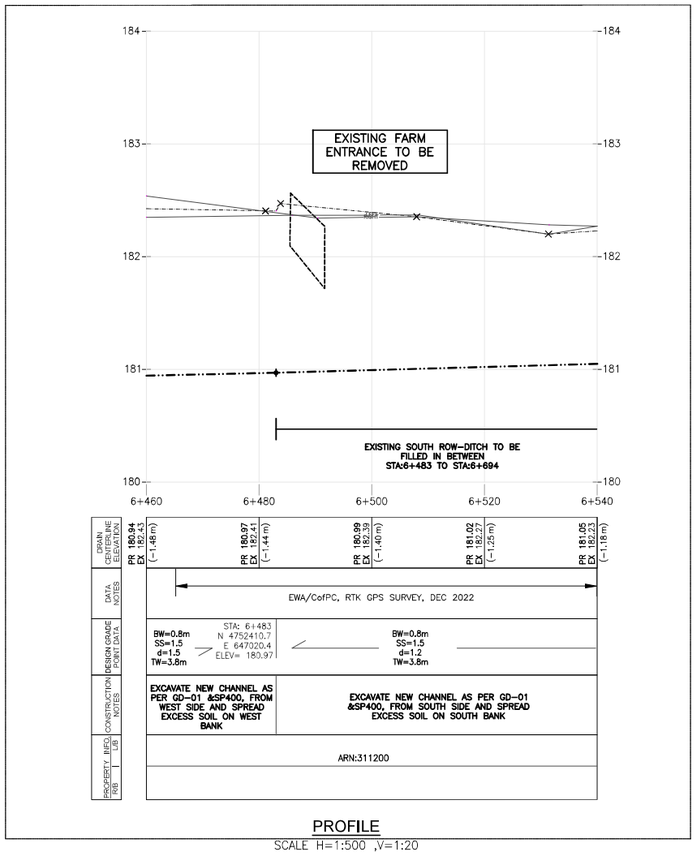


PLAN VIEW
SCALE =1:250

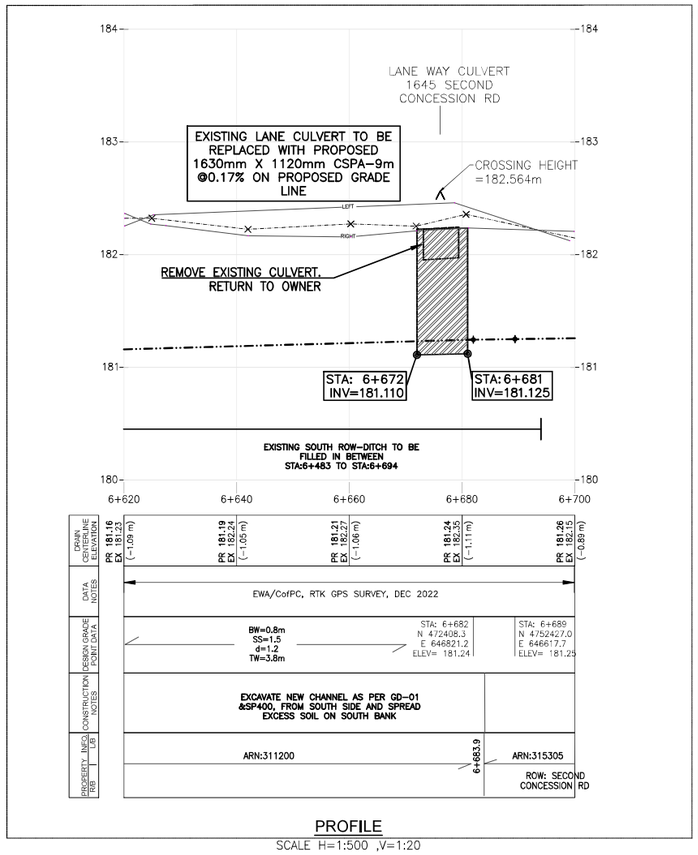
PLAN PROFILE DETAIL 3



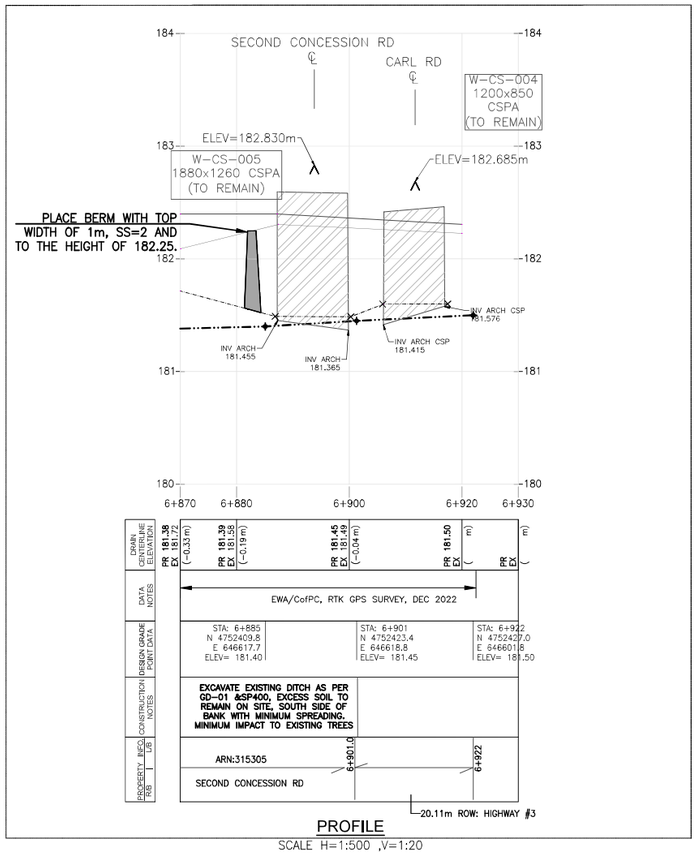
PLAN VIEW
SCALE =1:250



PROFILE
SCALE H=1:500 ,V=1:20



PROFILE
SCALE H=1:500 ,V=1:20



PROFILE
SCALE H=1:500 ,V=1:20

NOTES:

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LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
DBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

WIGNELL MUNICIPAL DRAIN
PLAN & PROFILE – REALIGNMENT ALONG SECOND CONCESSION RD

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

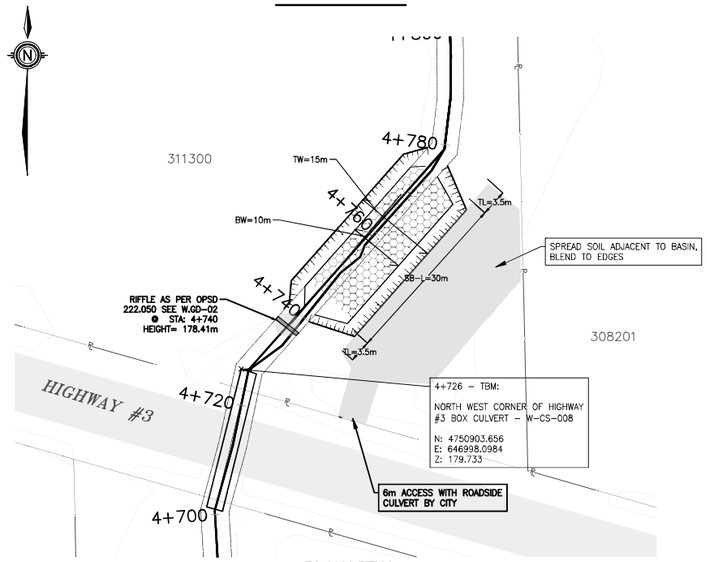
CITY OF PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

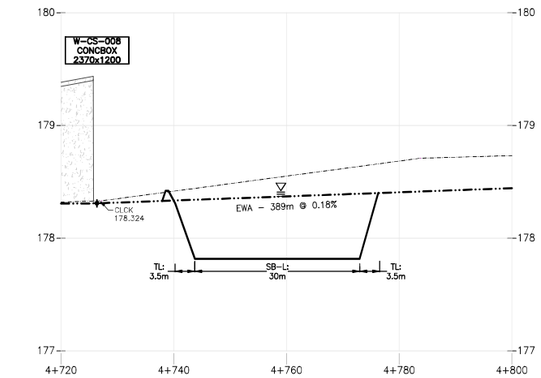
EARTH WATER AIR ENGINEERING

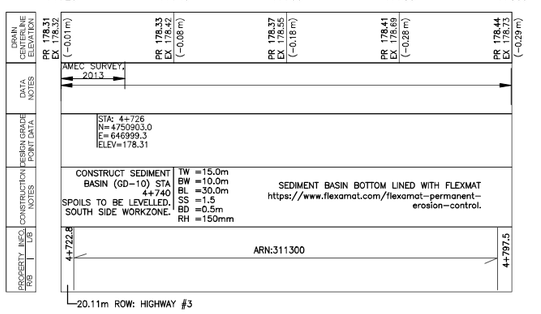
DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.SD-04
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	

W.SB01



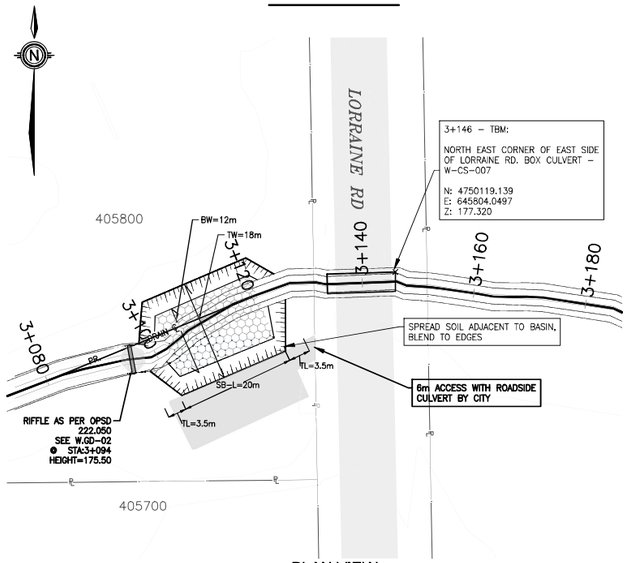
PLAN VIEW
SCALE 1:500



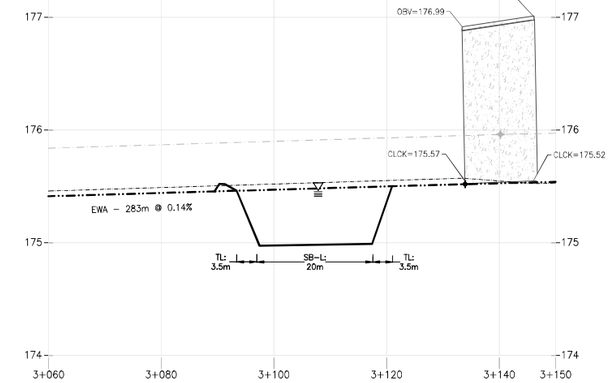


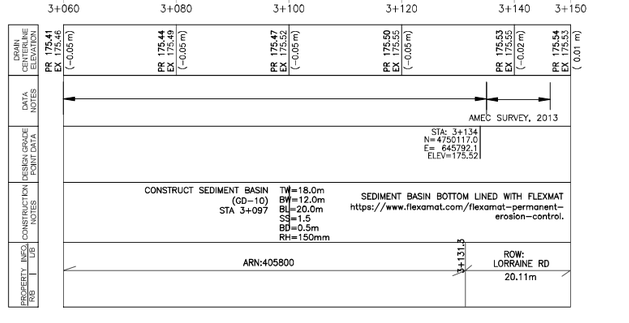
PROFILE VIEW
SCALE H=1:500, V=1:25

W.SB02



PLAN VIEW
SCALE 1:500





PROFILE VIEW
SCALE H=1:500, V=1:25

NOTES:

1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
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SPATIAL DATA:

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- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE–EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVAL 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

WIGNELL MUNICIPAL DRAIN
SPECIFIC DETAIL
SEDIMENT BASINS

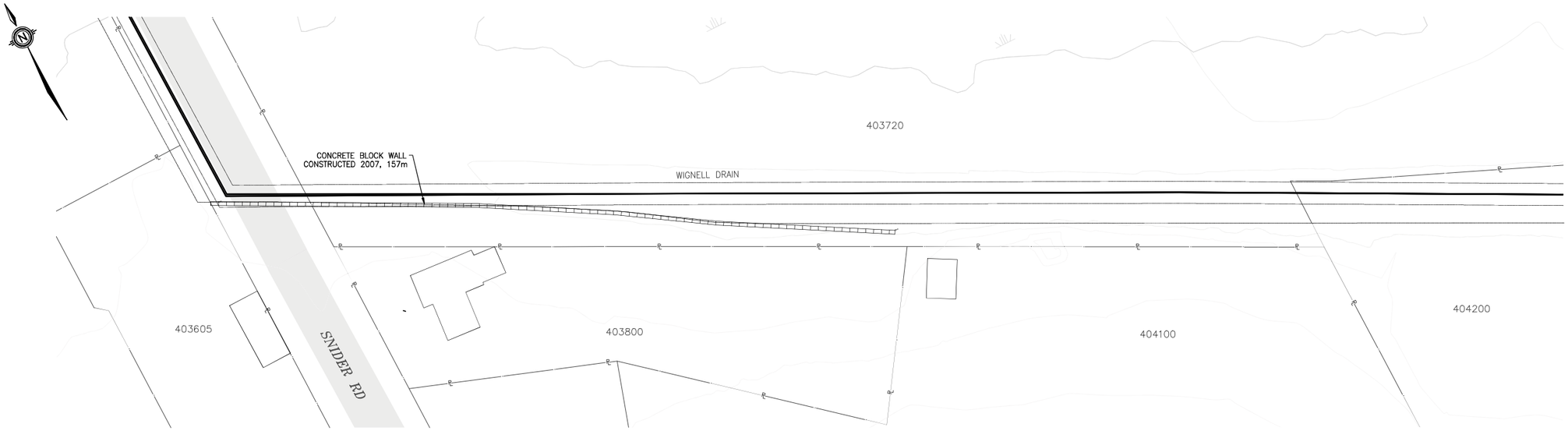
CITY OF
PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

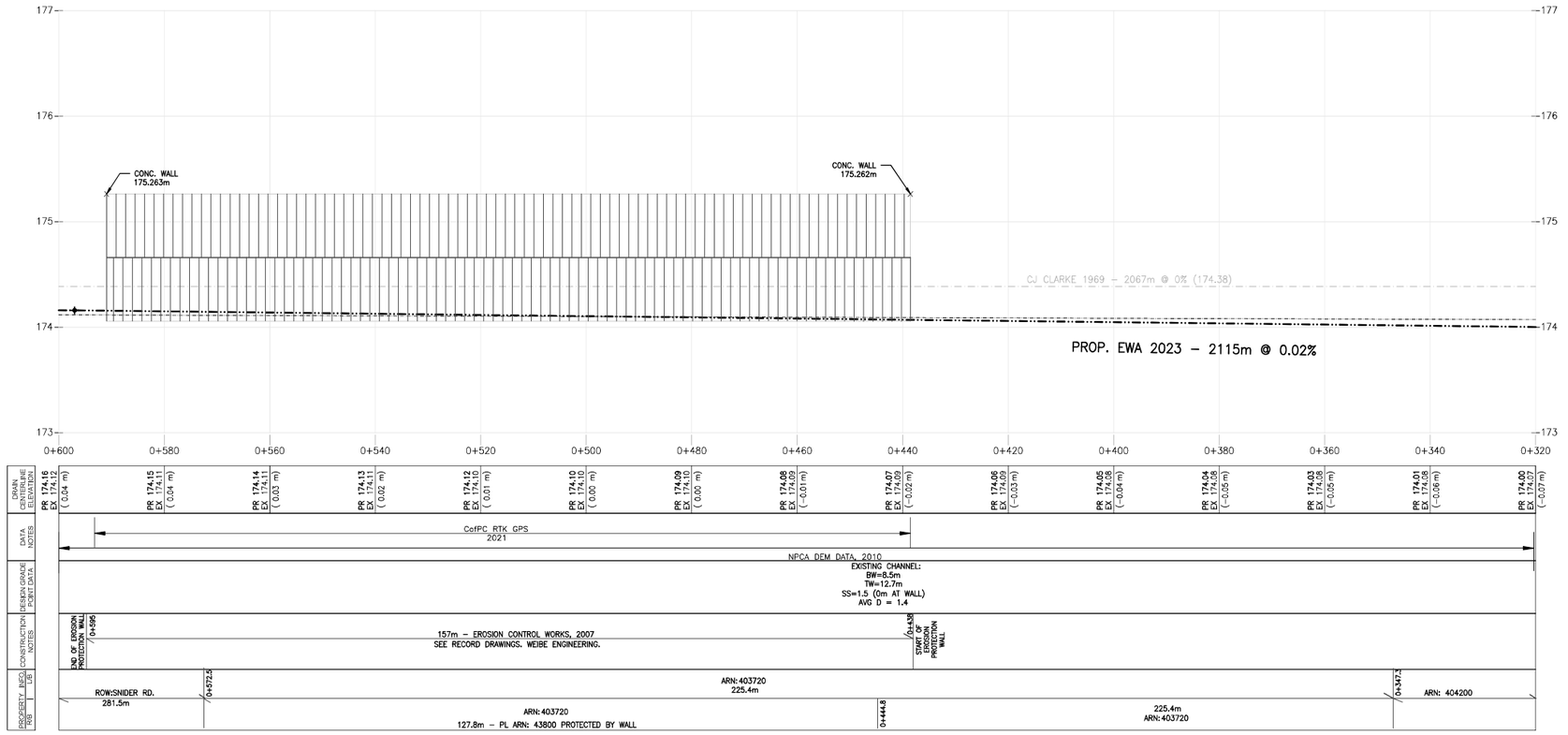
EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.SD-05
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	

WIGNELL EROSION CONTROL WORKS_2007 - STA. 0+380 TO 0+600



PLAN VIEW
SCALE =1:500



PROFILE
SCALE H=1:500 ,V=1:25

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LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
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	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1.0	ISSUED FOR REPORT	FEB 09,2024

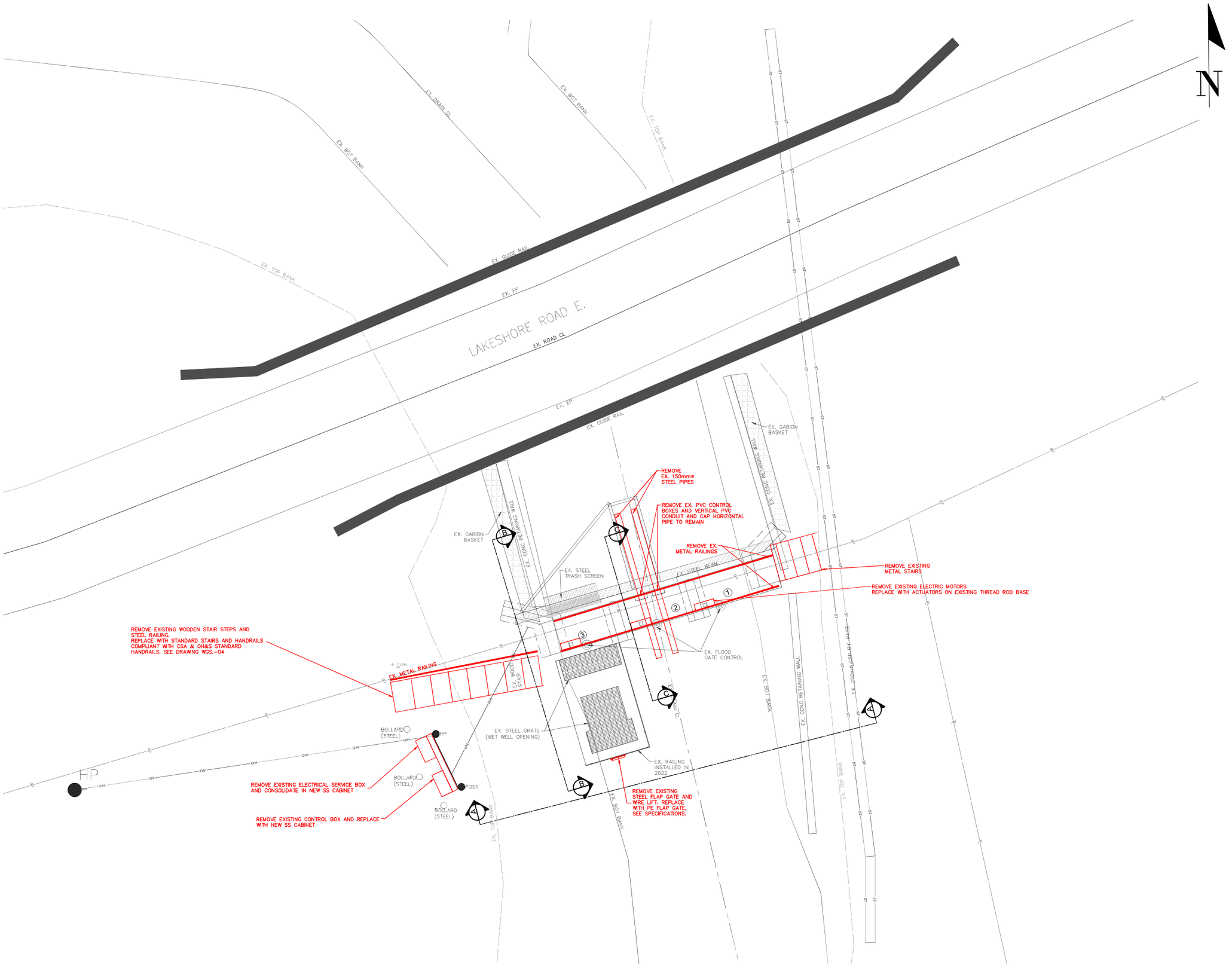
WIGNELL MUNICIPAL DRAIN
EROSION CONTROL WORKS - 2007

CITY OF PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	-	W.SD-06
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	AS SHOWN	



NOTES:

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LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
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	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	JUNE 30, 2023

WIGNELL DRAIN CONTROL STRUCTURE:

PLAN VIEW-REMOVALS

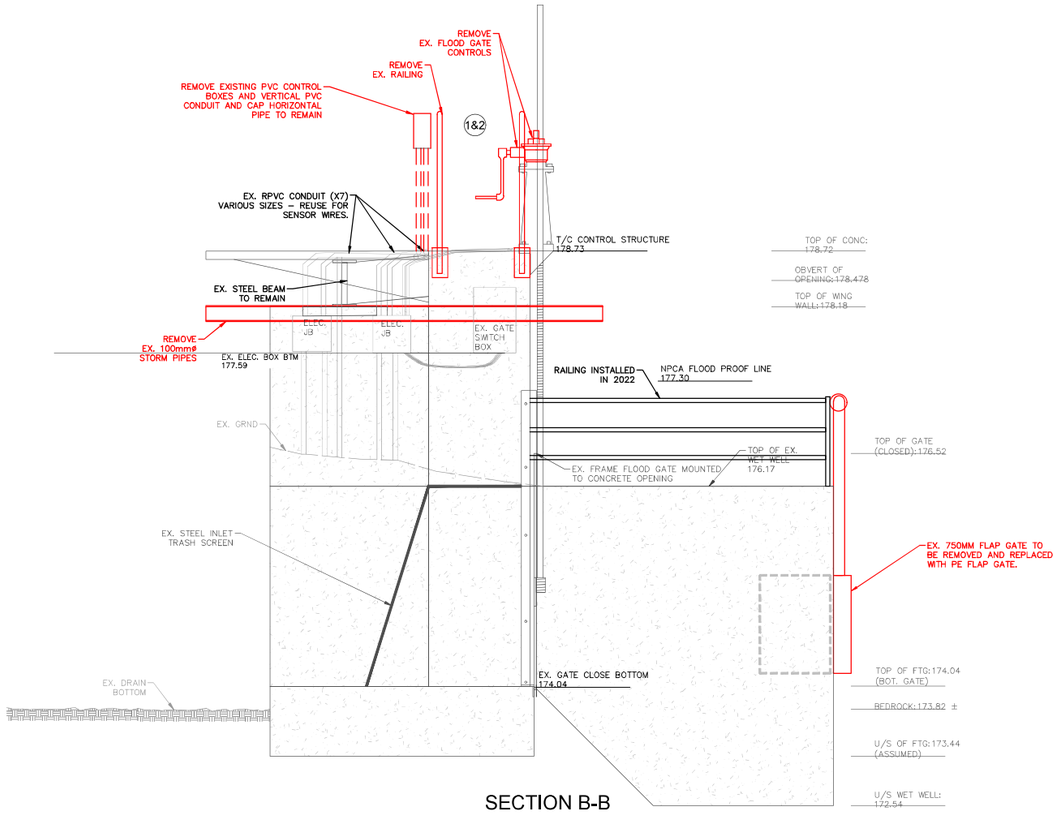
LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

CITY OF PORT COLBORNE

VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

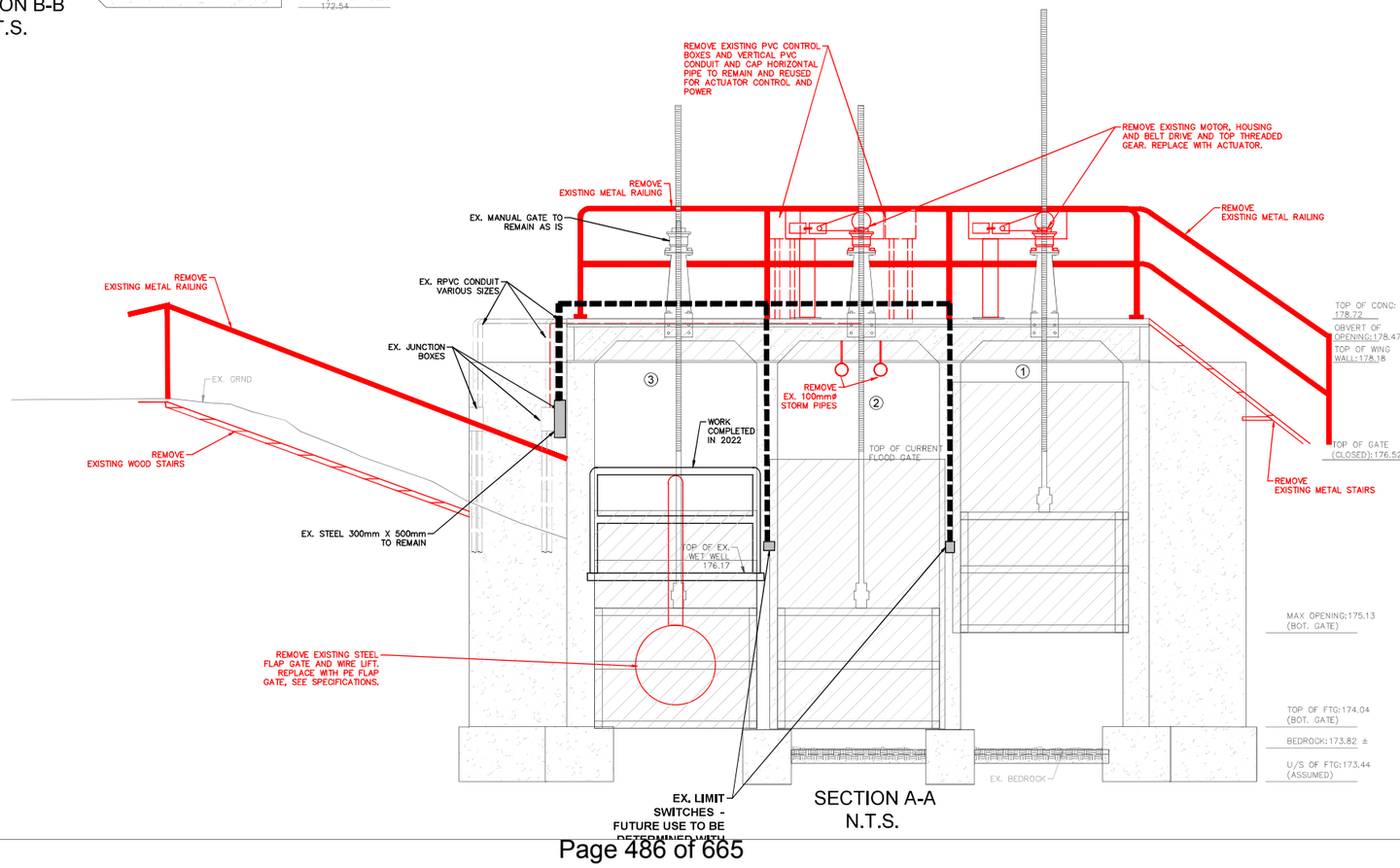
DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	-	W.GS-01
DESIGNED BY :	DATE :	SCALE :	
PCM	20-JUN-23	-	



SECTION B-B
N.T.S.

W.GS-02-A

W.GS-04-B



SECTION A-A
N.T.S.

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SPATIAL DATA:

DTM DATA FROM NIAGARA PENINSULA CONSERVATION AUTHORITY

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- VERTICAL DATUM: CGVD28–1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE–EWA
LEFT	LEFT BANK
RIGHT	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
OBV=175.00	EXISTING DRAIN ELEVATION
175.00 PR.	PROPOSED DRAIN CENTERLINE ELEVATION
175.00 EX.	PROPOSED DRAIN ELEVATION (WHERE MATCHES EXISTING ELEVATION)
	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVK, 1979

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	JUNE 30, 2023

WIGNELL DRAIN CONTROL STRUCTURE:
SECTION VIEW–REMOVALS

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO

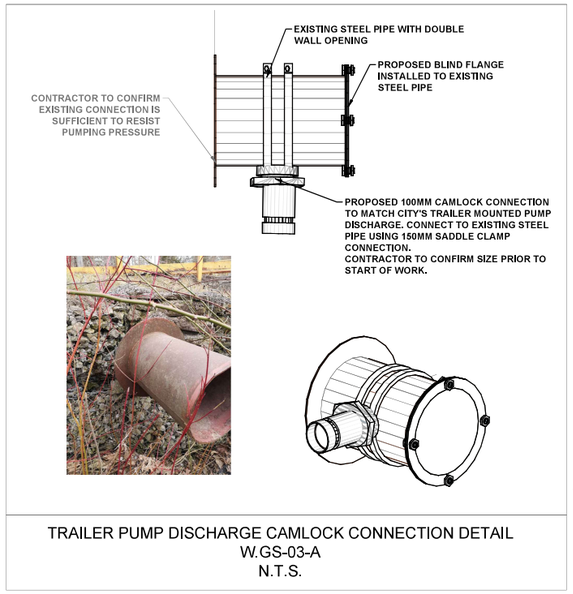
2024-02-16

CITY OF PORT COLBORNE

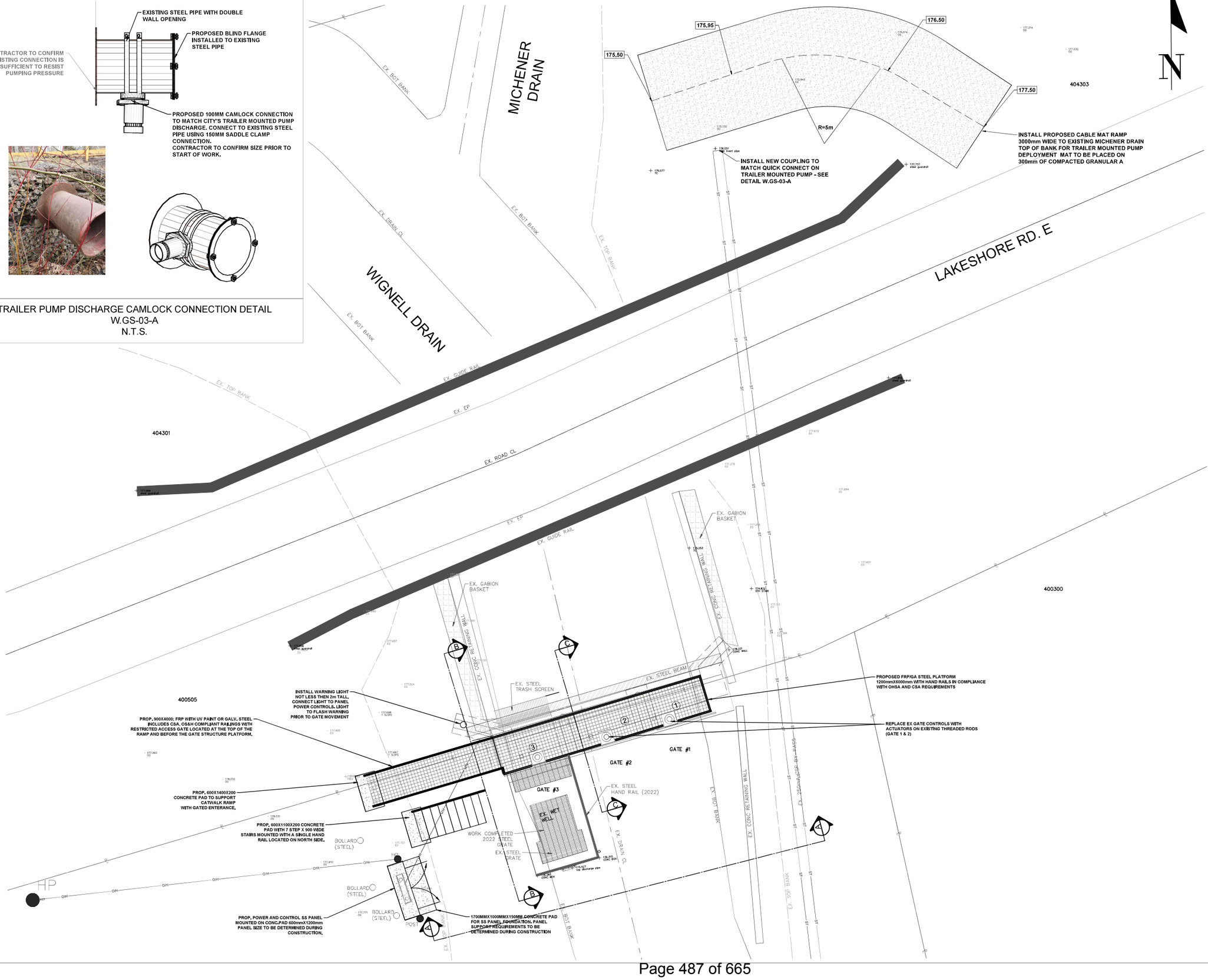
VERIFY SCALE
BAR IS 25mm ON ORIGINAL DRAWING.
0 25mm
IF NOT 25mm ON THIS SHEET ADJUST SCALES ACCORDINGLY.

EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.GS–02
DESIGNED BY :	DATE :	SCALE :	
PCM	22–MAR–23	–	



TRAILER PUMP DISCHARGE CAMLOCK CONNECTION DETAIL
W.GS-03-A
N.T.S.



NOTES:

1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
2. CATCHMENT BOUNDARIES ARE BASED ON THE NPCA DIGITAL ELEVATION MODEL (DEM) 2010
3. SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
   - DRAIN CROSSINGS & SPOT CHANNELS AMEC SURVEY, 2013
   - SUPPLEMENTARY SURVEY BY CofPC, 2018
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LEGEND

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	EXISTING DITCH BOTTOM (SURVEYED)
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	DATA POINT FROM HISTORICAL DESIGN GRADELINE RVA, 1979

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	JUNE 30, 2023

WIGNELL DRAIN CONTROL STRUCTURE:
PLAN VIEW-DESIGN

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

CITY OF PORT COLBORNE

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0 25mm
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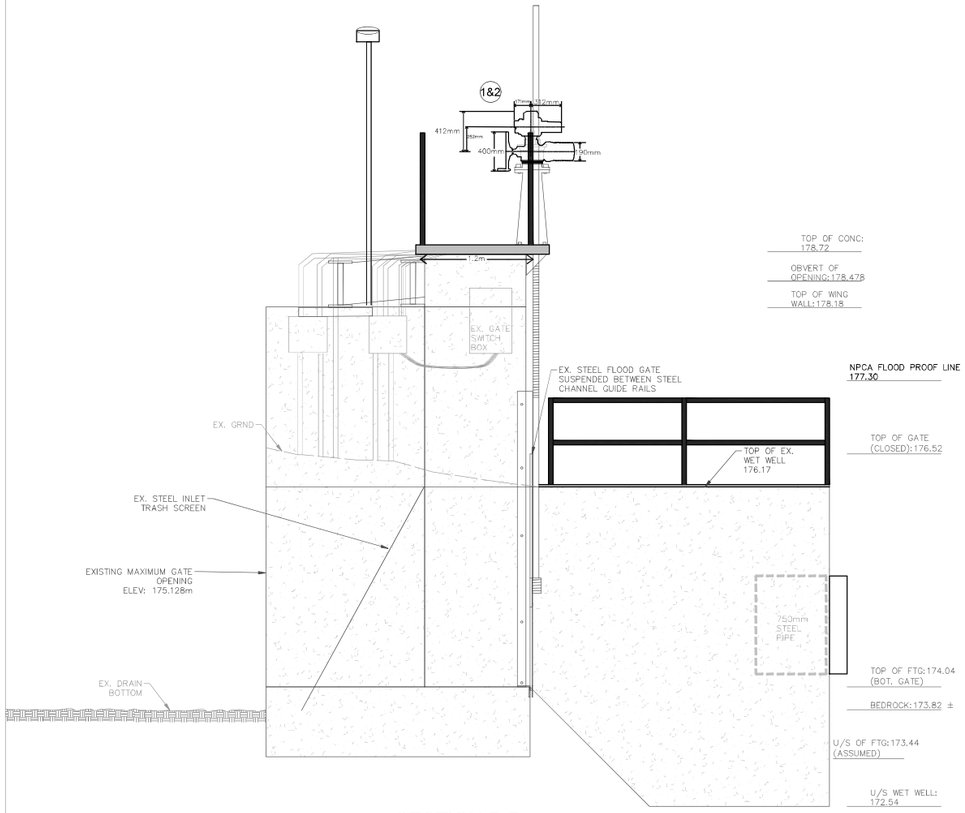
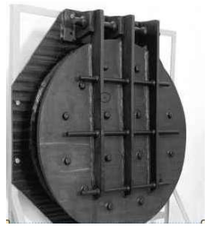
EWA EARTH WATER AIR ENGINEERING

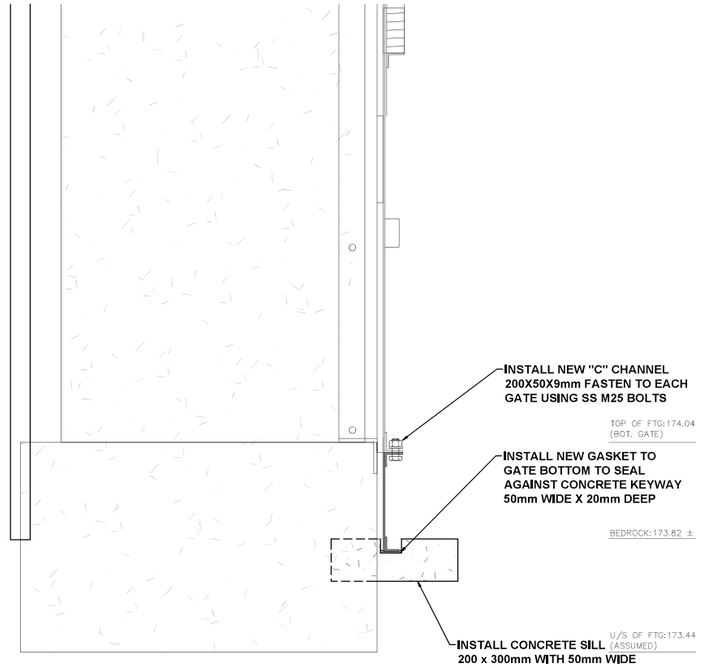
DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	-	W.GS-03
DESIGNED BY :	DATE :	SCALE :	
PCM	22-MAR-23	-	



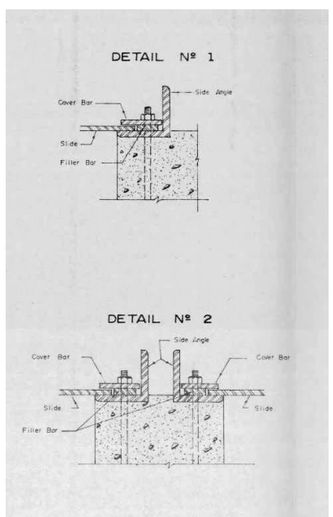
SECTION B-B
N.T.S.



PE FLAP GATE
W.GS-04-B

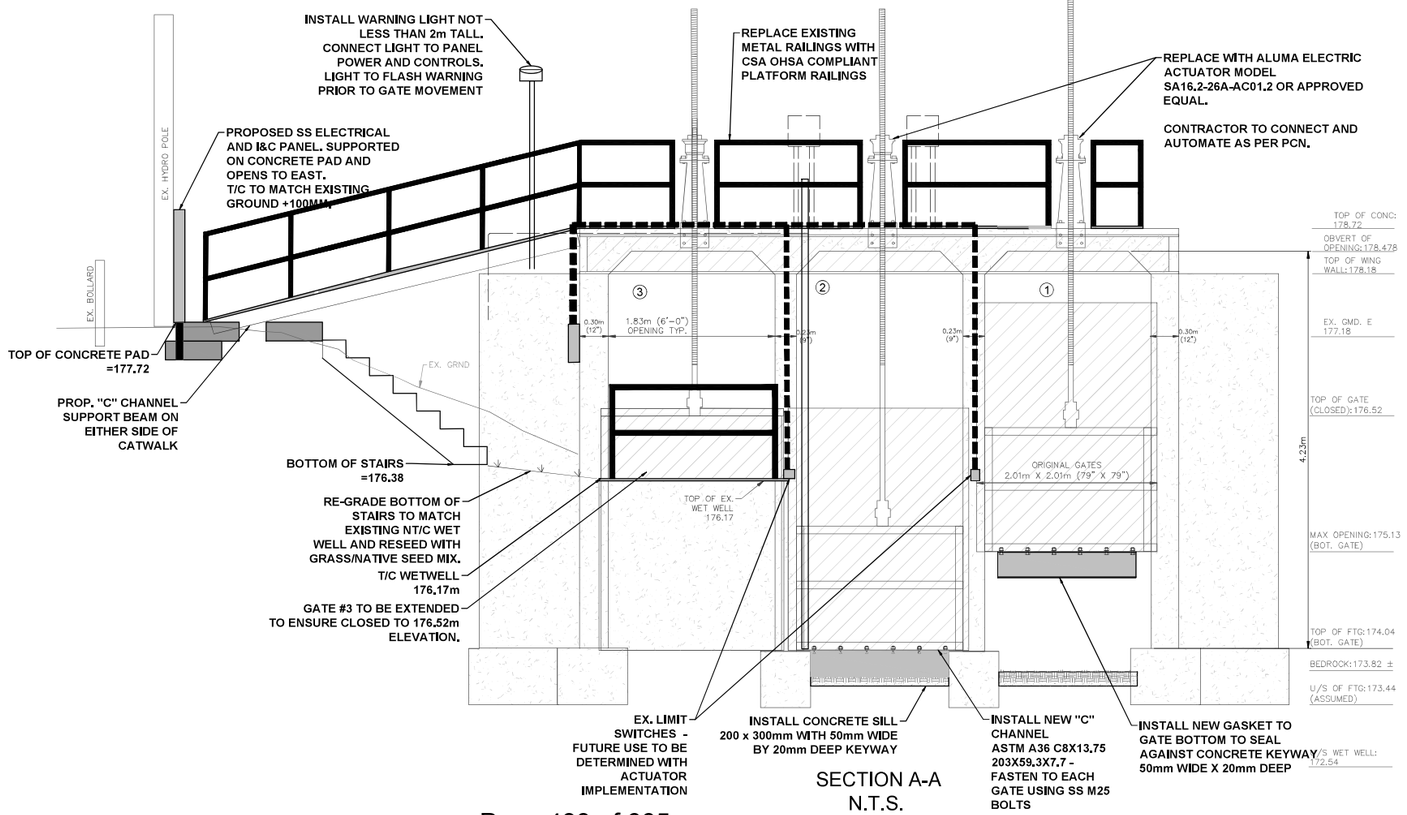


SECTION C-C
N.T.S.



GATE CHANNEL GUIDE
DETAILS
N.T.S.

U/S BACK FACE VIEW



SECTION A-A
N.T.S.

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NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	JUNE 30, 2023

WIGNELL DRAIN CONTROL STRUCTURE:
SECTION/DETAIL VIEW–DESIGN

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

CITY OF PORT COLBORNE

VERIFY SCALE
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0 25mm
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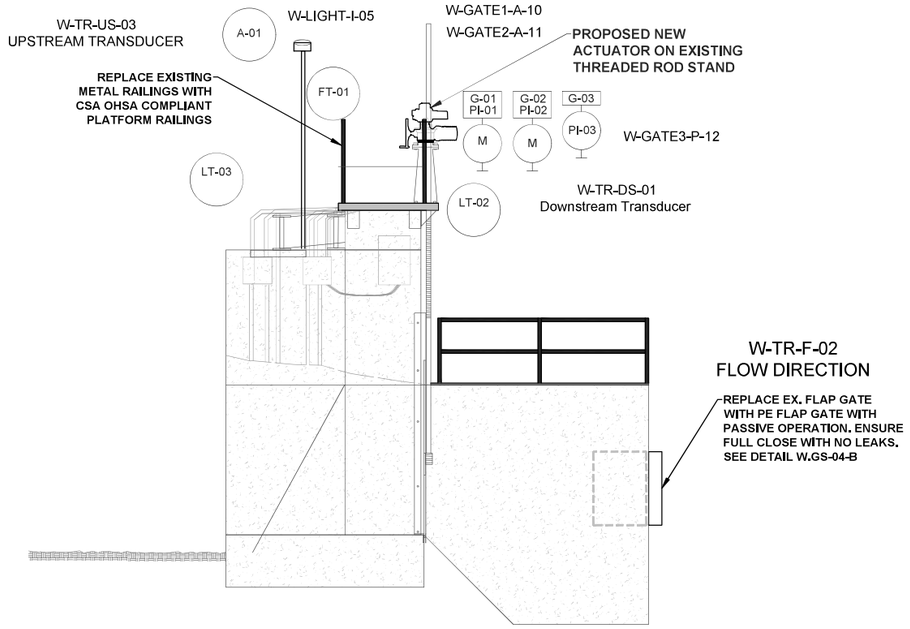
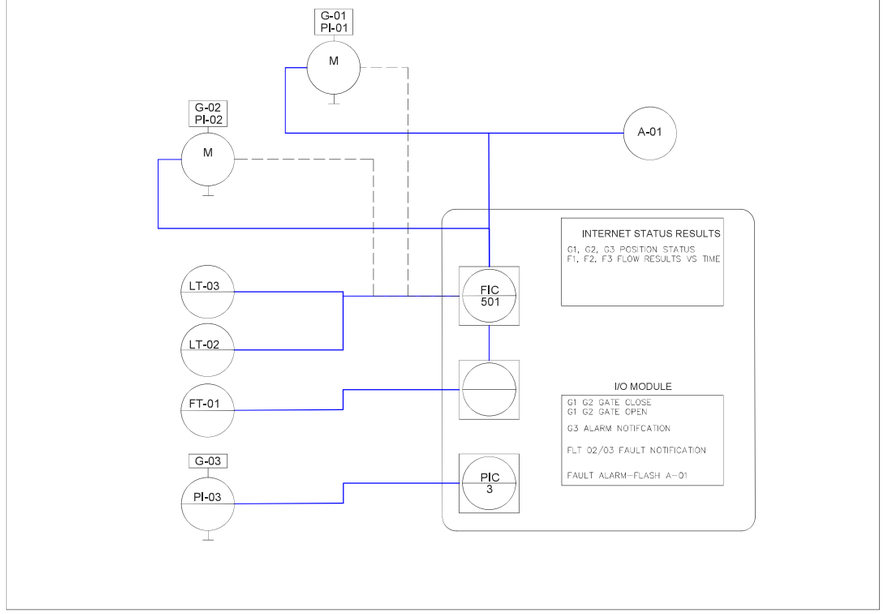
EARTH WATER AIR ENGINEERING

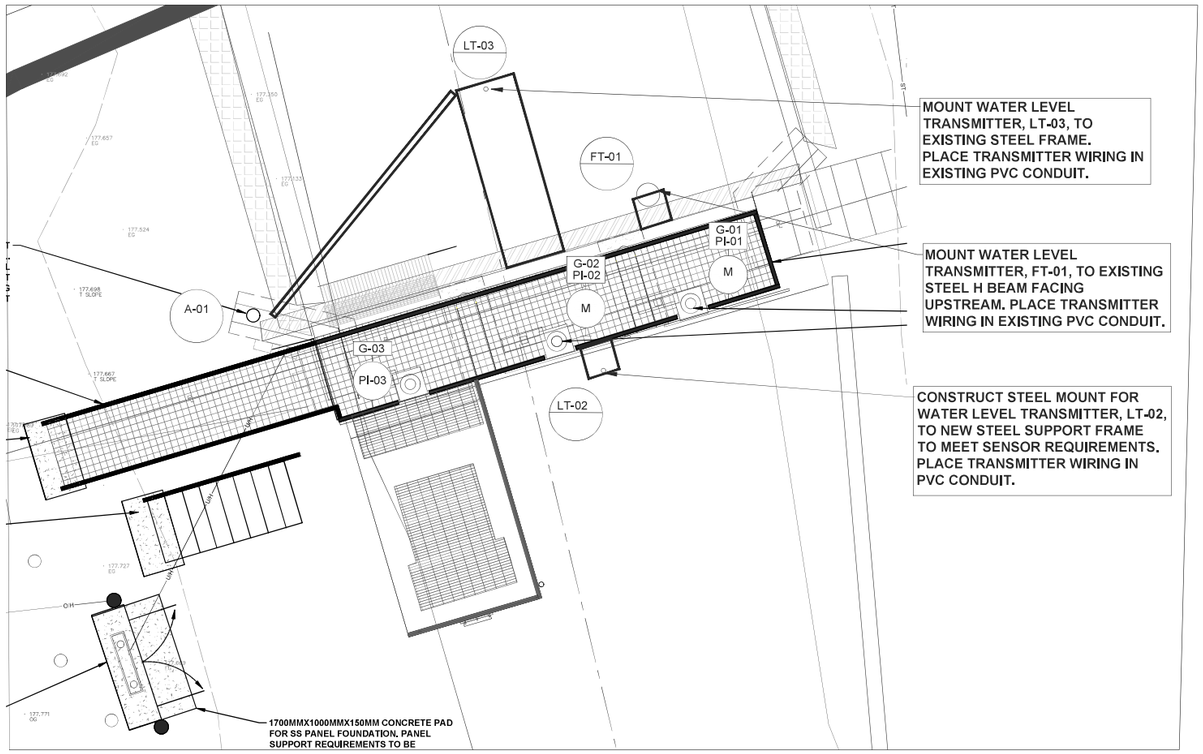
DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.GS–04
DESIGNED BY :	DATE :	SCALE :	
PCM	22–MAR–23	–	



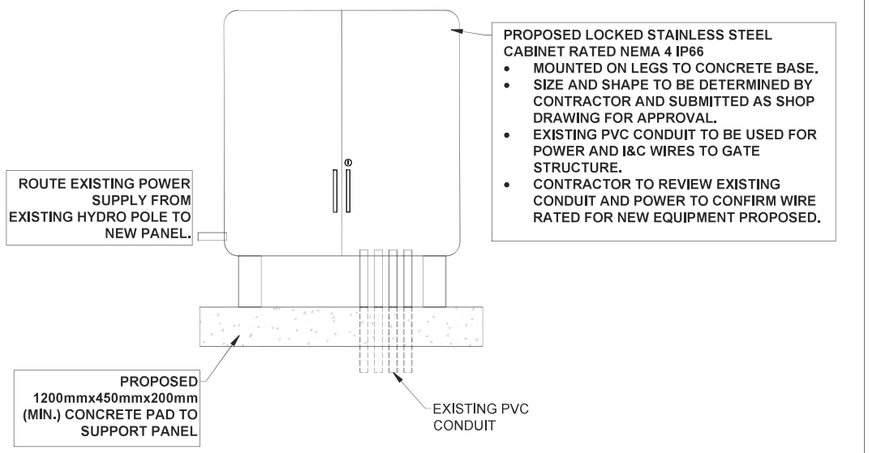
I&C DETAIL 1
PROCESS CONTROL DIAGRAM AND SENSOR PLACEMENTS



I&C DETAIL 2
PROCESS CONTROL



I&C PLAN
PROCESS CONTROL PLAN VIEW



I&C DETAIL 3
CONTROL SYSTEM CABINET

NOTES:

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LEGEND

POINT PROC. M	Motorized gate (actuator) with position indicator (PI)
FLT-01	Flow Level Transmitter (FLT) – # Identifier
FIC 501	Flow – Integrated Controller (FIC)
A-01	Alarm (light + audible) – A
FE161	Flow Level Transmitter (FLT) – # Identifier

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	FEB 9, 2024

WIGNELL DRAIN CONTROL STRUCTURE:
WIGNELL I&C IMPROVEMENTS

LICENSED PROFESSIONAL ENGINEER
PAUL C MARSH
PROVINCE OF ONTARIO
2024-02-16

CITY OF PORT COLBORNE

VERIFY SCALE
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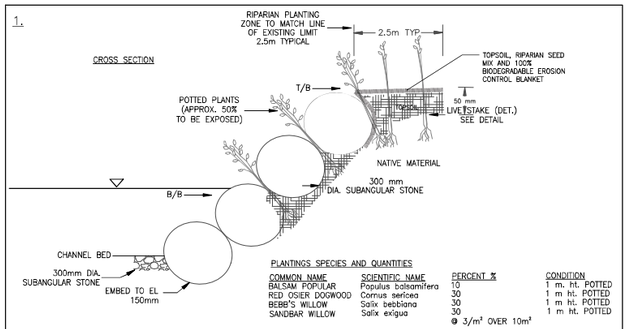
EARTH WATER AIR ENGINEERING

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	–	W.GS-05
DESIGNED BY :	DATE :	SCALE :	
PCM	22-MAR-23	–	

BANK RESTORATION IMPROVEMENT PROGRAM (BRIP)

1.



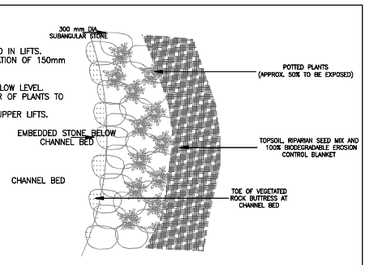
PLANTINGS SPECIES AND QUANTITIES

COMMON NAME	SCIENTIFIC NAME	PERCENT %	CONDITION
BALSAM POPULAR	Populus balsamifera	10	1 m. ht. POTTED
RED OSIER DOGWOOD	Cornus sericea	30	1 m ht. POTTED
BEBB'S WILLOW	Salix bebbiana	30	1 m ht. POTTED
SANDBAR WILLOW	Salix exigua	30	1 m ht. POTTED
		@ 3/m² OVER 10m²	

GD-10
VEGETATED ROCK BUTTRESS
NOT TO SCALE

2.

CONSTRUCTION NOTES
1. VEGETATED ROCK BUTTRESS TO BE INSTALLED IN LIFTS.
2. TOE STONES TO BE EMBEDDED TO AN ELEVATION OF 150mm BELOW EXISTING BANK BOTTOM
3. INSTALL PLANTS 1 m O/C IN EACH LAYER
4. LOWEST LAYER OF PLANTS TO BE AT LOW-FLOW LEVEL.
5. LATERALLY STAGGER EACH SUCCESSIVE LAYER OF PLANTS TO AVOID VERTICAL STACKING.
6. POPLAR SPECIES TO BE CONCENTRATED IN UPPER LIFTS.

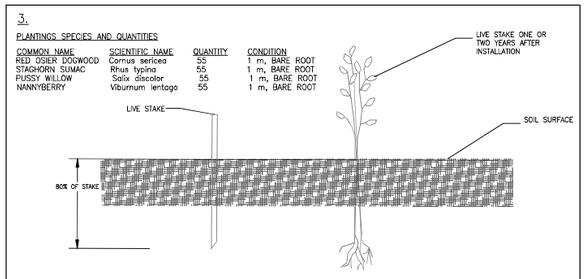


GD-11
VEGETATED ROCK BUTTRESS
NOT TO SCALE

3.

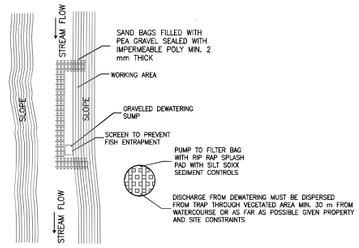
PLANTINGS SPECIES AND QUANTITIES

COMMON NAME	SCIENTIFIC NAME	QUANTITY	CONDITION
RED OSIER DOGWOOD	Cornus sericea	55	1 m, BARE ROOT
STAGHORN SUMAC	Rhus typina	55	1 m, BARE ROOT
PUSSY WILLOW	Salix discolor	55	1 m, BARE ROOT
NANNYBERRY	Viburnum lentago	55	1 m, BARE ROOT



GD-12
LIVE STAKES
NOT TO SCALE

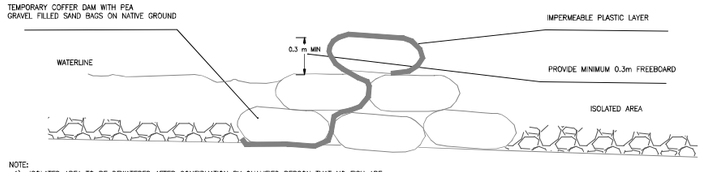
4.



1. THE WORKING AREA SHALL BE ISOLATED FROM THE WATERCOURSE BY BLOCKING THE FLOW AROUND THE SITE USING STONE AND IMPERMEABLE SHEETING, SAND BAGS FILLED WITH PEA GRAVEL, OR AQUA DAM.
2. DEWATER WORK AREA AND DISCHARGE MINIMUM 30m FROM THE WATERCOURSE.

GD-13
BANK ISOLATION AND DEWATERING
NOT TO SCALE

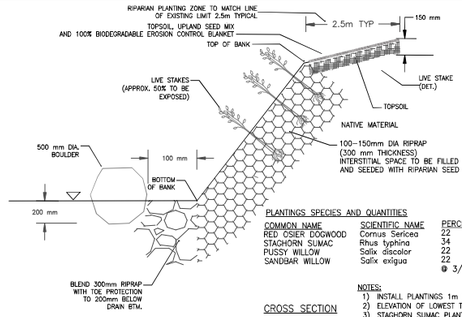
5.



NOTE:
1) ISOLATED AREA TO BE DEWATERED AFTER CONFIRMATION BY QUALIFIED PERSON THAT NO FISH ARE TRAPPED IN THE ISOLATED AREA AND/OR TRAPPED WILDLIFE ARE REMOVED.

GD-14
TEMPORARY COFFER DAM DETAIL
NOT TO SCALE

6.



PLANTINGS SPECIES AND QUANTITIES

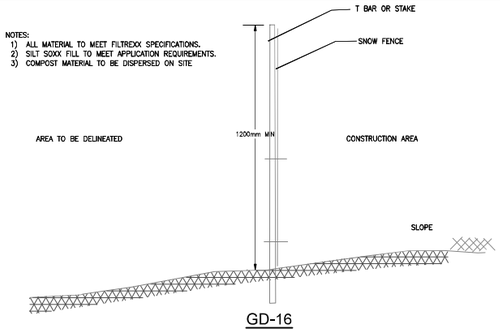
COMMON NAME	SCIENTIFIC NAME	PERCENT %	CONDITION
RED OSIER DOGWOOD	Cornus Sericea	22	1 m. ht. POTTED
STAGHORN SUMAC	Rhus typhina	34	1 m ht. POTTED
PUSSY WILLOW	Salix discolor	22	1 m ht. POTTED
SANDBAR WILLOW	Salix exigua	22	1 m ht. POTTED
		@ 3/m² OVER 10m²	

CROSS SECTION

NOTES:
1) INSTALL PLANTINGS 1m O/C THROUGHOUT BANK
2) ELEVATION OF LOWEST TIER OF PLANTINGS TO BE 175.50m
3) STAGHORN SUMAC PLANTINGS TO BE CONCENTRATED IN UPPER SECTIONS OF BANK

GD-15
RIPRAP REINFORCED BANK
NOT TO SCALE

7.



GD-16
CONSTRUCTION DELINEATION SNOW FENCE DETAIL
NOT TO SCALE

RIPARIAN SEED MIX:

COMMON NAME	SPECIES	% OF MIX
FOWL MANNA GRASS	GLYCERIA STRIATA	2
FOWL BLUEGRASS	POA PALUSTRIS	30
FOX SEDGE	CAREX VULPINOIDEA	30
PATH RUSH	JUNCUS TENUIS	8
VIRGINIA WILD RYE	ELYMUS VIRGINICUS	30

NOTES
1. APPLY SEED MIX AT A RATE OF 25kg PER HECTARE.
2. SEEDING SHALL OVERLAP ADJACENT GROUND COVER BY 300mm.
3. APPLY COMMON OAT (AVENA SATIVA) NURSE CROP AT A RATE OF 22kg PER HECTARE
4. WATER SOIL AFTER SEED APPLICATION

UPLAND NATIVE MEADOW MIX:

COMMON NAME	SPECIES	% OF MIX
BLACK EYED SUSAN	RUDBECKIA HIRTA	10
BLUE WOOD (HEART LEAVED)	ASTER CORDIFOLIUS	1
CANADA ANEMONE	ANEMONE CANADENSIS	1
CANADA GOLDENROD	SOLIDAGO CANADENSIS	2
COMMON MILKWEED	ASCLEPIAS SYRIACA	2
EVENING PRIMROSE	OENETHERA BIENNIS	25
GRASS LEAVED GOLDENROD	EUTHAMIA GRAMINIFOLIA	1
MEADOW/OPEN FIELD SEDGE	CAREX GRANULARIS	15
NEW ENGLAND ASTER	ASTER NOVAE-ANGLIAE	1
RIVERBANK WILD RYE	ELYMUS RIPARIUS	40
VIRGINS BOWER	CLEMATIS VIRGINIANA	1
WILD BERGAMOT	MONARDA FISTULOSA	1

NOTES
1. TO BE INSTALLED TO DISTURBED AREAS.
2. APPLY SEED MIX AT A RATE OF 25kg PER HECTARE.
3. SEEDING SHALL OVERLAP ADJACENT GROUND COVER BY 300mm.
4. APPLY COMMON OAT (Avena Sativa) NURSE CROP AT A RATE OF 20kg PER HECTARE.

EROSION CONTROL BLANKET SPECIFICATIONS:

1. A BIODEGRADABLE EROSION CONTROL BLANKET (ECB) SHALL BE INSTALLED ON ALL DISTURBED NATURAL SURFACES FOLLOWING THE PLACEMENT OF TOPSOIL AND APPLICATION OF THE NATIVE SEED MIX.
2. THE ECB MUST BE CONSTRUCTED OF 100% WOVEN COCONUT FIBRE (E.G., COIR) OR STRAW MAT WITHIN A GEOJUTE NETTING (TOP AND BOTTOM) WITH BIODEGRADABLE THREAD. NON-BIODEGRADABLE MATERIAL INCLUDING POLYPROPYLENE OR PLASTICS WITH A BIODEGRADABL RATING ARE NOT ACCEPTABLE. THE MINIMUM WEIGHT OF THE ECB MUST BE 400g/m (12oz./yd)
3. TO INSTALL, THE ECB MUST BE UNROLLED DOWNSLOPE OR IN DIRECTION OF WATER FLOW. ADJACENT ECBS SHOULD OVERLAP A MINIMUM OF 150MM ALONG THE EDGES. AT THE END OF EACH ROLL, FOLD BACK 100MM TO 200MM OF THE ECB. OVERLAP THIS 100MM TO 200MM OVER THE START OF THE NEXT ROLL. SECURE THE TWO LAYERS TO THE GROUND SECURELY.
4. BIODEGRADABLE OR TAPERED WOODEN STAKES SHALL BE USED TO SECURE THE BLANKET. STAKES SHALL BE INSTALLED AT THE SPACING RECOMMENDED BY THE ECB MANUFACTURER TO PREVENT SURFACE RUNOFF FROM ERODING THE UNDERLYING SOIL.

EROSION AND SEDIMENT CONTROL NOTES:

1. EROSION AND SEDIMENT CONTROL (ESC) MEASURES WILL BE IMPLEMENTED PRIOR TO, AND MAINTAINED DURING THE CONSTRUCTION PHASES, TO PREVENT ENTRY OF SEDIMENT INTO THE WATER. ALL DAMAGED EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE REPAIRED AND/OR REPLACED WITHIN 48 HOURS OF THE INSPECTION, ADDITIONAL ESC MEASURES SHOULD BE KEPT ON SITE ENCASE THE NEED FOR REPAIR.
2. DISTURBED AREAS WILL BE MINIMIZED TO THE EXTENT POSSIBLE, AND TEMPORARILY OR PERMANENTLY STABILIZED OR RESTORED AS THE WORK PROGRESSES.
3. ALL IN-WATER AND NEAR WATER WORKS WILL BE CONDUCTED IN THE DRY WITH APPROPRIATE EROSION AND SEDIMENT CONTROLS.
4. THE EROSION AND SEDIMENT CONTROL STRATEGIES OUTLINED ON THE PLANS ARE NOT STATIC AND MAY NEED TO BE UPGRADED/AMENDED AS SITE CONDITIONS CHANGE TO MINIMIZE SEDIMENT LADEN RUNOFF FROM LEAVING THE WORK AREAS. IF THE PRESCRIBED MEASURES ON THE PLANS ARE NOT EFFECTIVE IN PREVENTING THE RELEASE OF A DELETERIOUS SUBSTANCE, INCLUDING SEDIMENT, THEN ALTERNATIVE MEASURES MUST BE IMPLEMENTED IMMEDIATELY TO MINIMIZE POTENTIAL ECOLOGICAL IMPACTS. NPCA ENFORCEMENT OFFICER SHOULD BE IMMEDIATELY CONTACTED, ADDITIONAL ESC MEASURES SUCH AS A TARP TO BE KEPT ON SITE AND USED AS NECESSARY.
5. A QUALIFIED ENVIRONMENTAL MONITOR PERSON WILL ATTEND THE SITE AND INSPECT ALL EROSION CONTROL MEASURES ON A REGULAR BASIS AND FOLLOWING RAIN/SNOW EVENTS.
6. ALL ACTIVITIES, INCLUDING MAINTENANCE PROCEDURES, WILL BE CONTROLLED TO PREVENT THE ENTRY OF PETROLEUM PRODUCTS, DEBRIS, RUBBLE, CONCRETE, OR OTHER DELETERIOUS SUBSTANCES INTO THE WATER. VEHICULAR REFUELING AND MAINTENANCE WILL BE CONDUCTED A MINIMUM OF 30 METRES FROM THE WATER.
7. ALL GRADES WITHIN THE REGULATORY FLOOD PLAIN WILL BE MAINTAINED, MATCHED OR AS SPECIFIED.
8. THE PROPONENT/CONTRACTOR SHALL MONITOR THE WEATHER SEVERAL DAYS IN ADVANCE OF THE ONSET OF THE PROJECT TO ENSURE THAT THE WORKS WILL BE CONDUCTED DURING FAVOURABLE WEATHER CONDITIONS. SHOULD AN UNEXPECTED STORM ARISE, THE CONTRACTOR WILL REMOVE ALL UNFIXED ITEMS FROM THE REGIONAL STORM FLOOD PLAIN THAT WOULD HAVE THE POTENTIAL TO CAUSE A SPILL OR AN OBSTRUCTION TO FLOW, E.G., FUEL TANKS, PORTA-POTTIES, MACHINERY, EQUIPMENT, CONSTRUCTION MATERIALS, ETC.
9. ALL DEWATERING/UNWATERING SHALL BE TREATED AND RELEASED TO THE ENVIRONMENT AT LEAST 30 METRES FROM A WATERCOURSE OR WETLAND AND ALLOWED TO DRAIN THROUGH A WELL-VEGETATED AREA. NO DEWATERING EFFLUENT SHALL BE SENT DIRECTLY TO ANY WATERCOURSE, WETLAND OR FOREST, OR ALLOWED TO DRAIN ONTO DISTURBED SOILS WITHIN THE WORK AREA. THESE CONTROL MEASURES SHALL BE MONITORED FOR EFFECTIVENESS AND MAINTAINED OR REVISED TO MEET THE OBJECTIVES OF PREVENTING THE RELEASE OF SEDIMENT LADEN WATER.
10. ALL ACCESS TO THE WORK SITE SHALL BE FROM EITHER SIDE OF THE WATERCOURSE. NO EQUIPMENT OR VEHICLES ARE PERMITTED TO CROSS THROUGH THE WATERCOURSE UNLESS APPROVED BY NPCA.
11. FISH AND WILDLIFE STRANDED WITHIN THE WORK AREA SHALL BE CAPTURED AND RELEASED IN A LIVE SUITABLE HABITAT UPSTREAM OF THE WORK AREA UNDER THE SUPERVISION OF A QUALIFIED AQUATIC BIOLOGIST. A PERMIT FROM THE MINISTRY OF NATURAL RESOURCES IS REQUIRED. THE CONSTRUCTOR IS RESPONSIBLE FOR ORGANIZING ANY WILDLIFE REMOVAL IF REQUIRED.
12. THE CONTRACTOR SHALL NOTIFY NPCA PRIOR TO CONSTRUCTION.
13. WHERE AN ENVIRONMENTAL MONITOR IS REQUIRED ON SITE, THE DRAINAGE SUPERINTENDENT SHALL NOTIFY THE NPCA PRIOR TO CONSTRUCTION AND THE MONITOR SHALL NOTIFY BOTH CONTRACTOR AND DRAINAGE SUPERINTENDENT IF AN ISSUE IS FOUND.
14. ADDITIONAL ESC MEASURES OR DEVICES MAY BE DEEMED NECESSARY AS SITE CONDITIONS CHANGE AND SHALL BE INSTALLED AS DIRECTED BY THE SITE ENGINEER, QUALIFIED ENVIRONMENTAL MONITOR OR NPCA.

GENERAL NOTES:

1. THE CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING AND PROPOSED GRADING CONDITIONS ON THE PROJECT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE DRAINAGE SUPERINTENDENT BEFORE PROCEEDING WITH ANY WORK.
2. KEEP AREA OUTSIDE CONSTRUCTION ZONE CLEAN AND USEABLE BY OTHERS AT ALL TIMES. CONTRACTOR SHALL THROUGHLY CLEAN AREAS SURROUNDING THE CONSTRUCTION ZONE AT THE END OF EACH WORK DAY.
3. CONTRACTOR TO MAKE GOOD ANY AND ALL DAMAGES OUTSIDE OF THE DEVELOPMENT AREA THAT MAY OCCUR AS A RESULT OF CONSTRUCTION AT NO EXTRA COST.
4. TREE REMOVALS ARE TO OCCUR OUTSIDE OF THE ACTIVE PERIOD FOR BATS (APRIL 1ST TO AUGUST 31ST) TO AVOID IMPACTS TO SPECIES AT RISK BATS AND ENSURE COMPLIANCE WITH THE ENDANGERED SPECIES ACT.
5. CONSTRUCTION TO OCCUR DURING THE WARM WATER CONSTRUCTION TIMING WINDOW OF JULY 1 – MARCH 31.
6. QUANTITY TO BE DETERMINED BASED ON AREA OF DISTURBANCE TO BE RESTORED.
7. LIVE SHOULD BE FROM AT MINIMUM 2-YEAR OLD STOCK.
8. LIVE STAKES ARE TO BE INSTALLED AT A DENSITY OF 3 STAKES PER SQUARE METRE.
9. LIVE STAKES SHOULD BE PRE-SOAKED (SUBMERGED IN WATER) FOR AT LEAST 24 HOURS AFTER HARVESTING AND IMMEDIATELY BEFORE INSTALLATION.
10. LIVE STAKES SHOULD NOT BE STORED FOR A PERIOD LONGER THAN 2 DAYS, UNLESS THEY ARE BEING SOAKED.
11. THE CONTRACTOR SHALL PROTECT PLANT MATERIALS FROM DRYING FROM THE TIME OF HARVEST UNTIL INSTALLED.
12. LIVE STAKES ARE TO BE A MINIMUM OF 25mm IN DIAMETER AND CUT TO A LENGTH OF 1000m.
13. CUT ANGLE AT THE BOTTOM OF THE STAKE AND FLAT ON THE TOP.
14. TRIM ALL SIDE BRANCHES WHILE TAKING CARE NOT TO DAMAGE THE BARK.
15. INSTALL LIVE STAKES WITH BUDS POINTING UPWARDS AND THICKER STEM IN THE BED.
16. LIVE STAKES SHOULD BE INSTALLED USING A LARGE RUBBER MALLET.
17. 80% OF THE STAKES IS TO BE BELOW SURFACE.
18. TAMP THE LIVE STAKE INTO THE GROUND AT RIGHT ANGLE TO THE SURFACE.
19. IN COMPACT SOIL A PILOT HOLE SHOULD BE USED TO LIMIT DAMAGE TO THE STAKES.
20. IF USING A PILOT HOLE REPACK SOIL AROUND THE LIVE STAKE.
21. LIVE STAKES SHOULD STAND FIRM FROM THE SOIL FOLLOWING INSTALLATION.
22. ALL STAKES NOT PLANTED TO THE SPECIFICATIONS ABOVE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

WIGNELL MUNICIPAL DRAIN GENERAL DETAILS

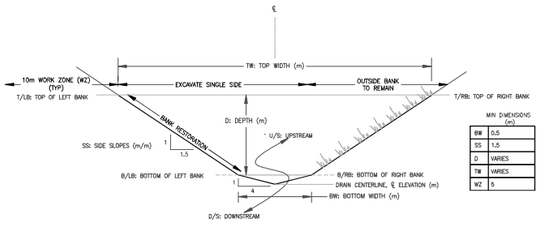
CITY OF PORT COLBORNE

EWA EARTH WATER AG ENGINEERING

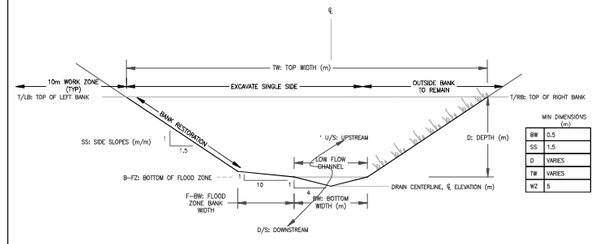
LICENSED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO

2024-02-16

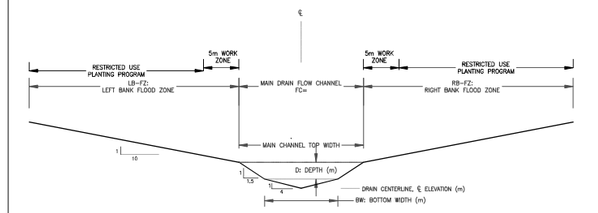
DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	PROJ#	W.GD-01
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	N/A	



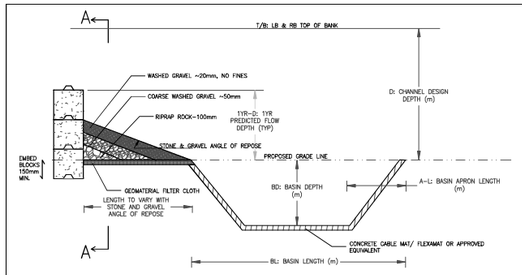
GD-01
DRAIN CHANNEL DIMENSIONS
NOT TO SCALE



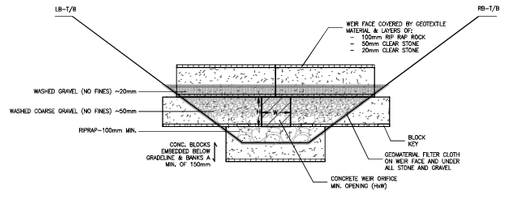
GD-02
FLOOD ZONE DRAIN CHANNEL DIMENSIONS
NOT TO SCALE



GD-03
NATURAL DRAIN CHANNEL DIMENSIONS
NOT TO SCALE

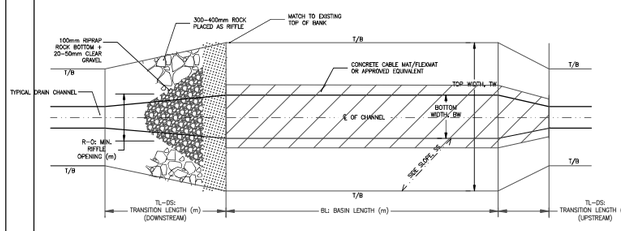


PROFILE VIEW
SEDIMENT BASIN - DURING CONSTRUCTION

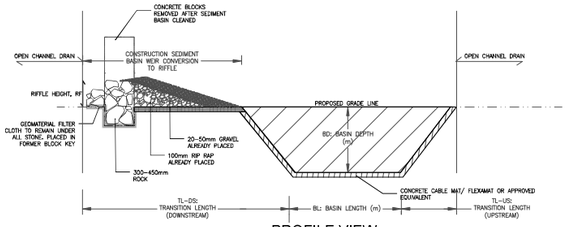


SECTION A-A
SEDIMENT BASIN - DURING CONSTRUCTION

GD-04
SEDIMENT BASIN - DURING CONSTRUCTION
NOT TO SCALE

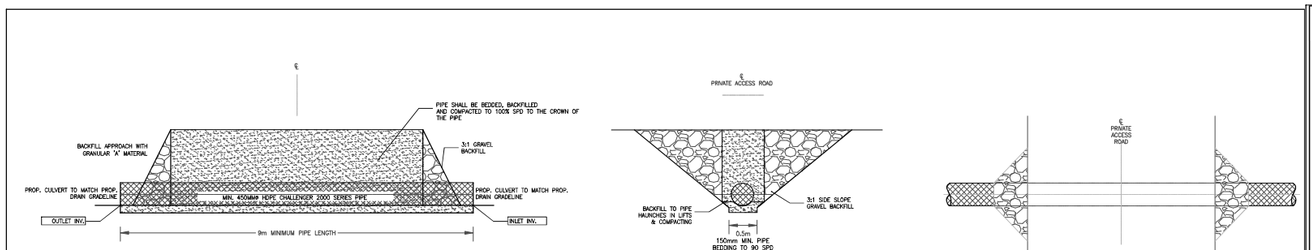


PLAN VIEW
SEDIMENT BASIN - POST-CONSTRUCTION

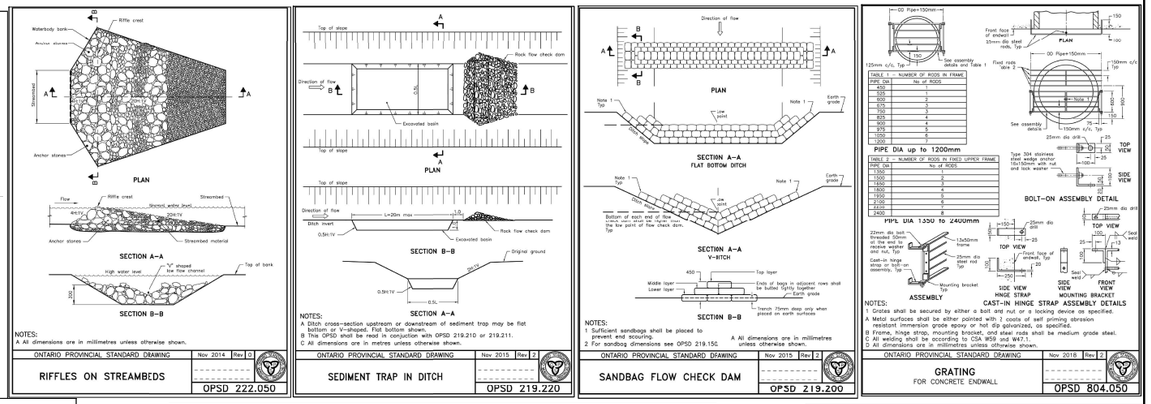


PROFILE VIEW
SEDIMENT BASIN - POST-CONSTRUCTION

GD-05
SEDIMENT BASIN - POST CONSTRUCTION
NOT TO SCALE



DETAIL GD-06
TYPICAL PRIVATE ACCESS ROAD CIRCULAR CULVERT INSTALLATION
NOT TO SCALE

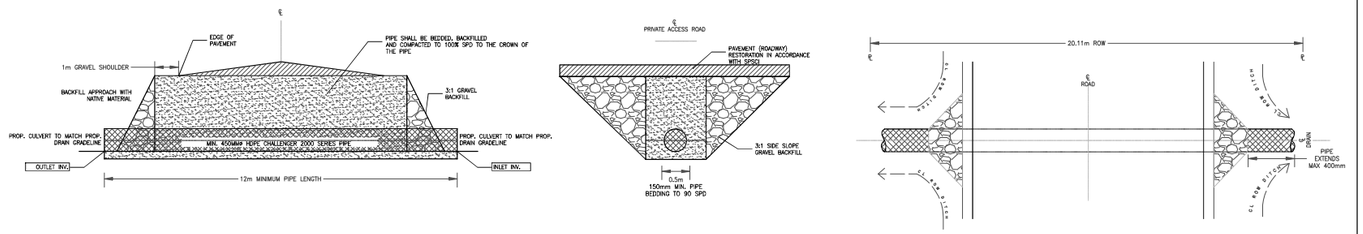


ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2014	Rev 0	
RIFFLES ON STREAMBEDS			OPSD 222.050

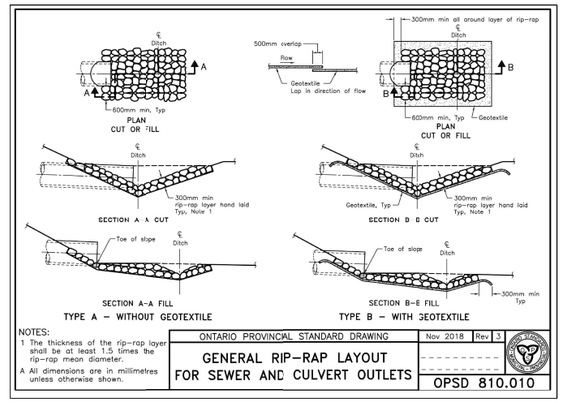
ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2015	Rev 2	
SEDIMENT TRAP IN DITCH			OPSD 219.220

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2015	Rev 2	
SANDBAG FLOW CHECK DAM			OPSD 219.200

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2018	Rev 2	
GRATING FOR CONCRETE ENDWALL			OPSD 804.050



DETAIL GD-07
TYPICAL MUNICIPAL 20.11m ROW CULVERT INSTALLATION
NOT TO SCALE



ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2018	Rev 3	
GENERAL RIP-RAP LAYOUT FOR SEWER AND CULVERT OUTLETS			OPSD 810.010

WIGNELL MUNICIPAL DRAIN GENERAL DETAILS

CITY OF PORT COLBORNE

EWA EARTH WATER AIR ENGINEERING

LICENSED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO

2024-02-16

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	PROJ#	W.GD-02
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	N/A	

CITY OF PORT COLBORNE DRAINAGE CONTACTS:

APPOINTED DRAINAGE ENGINEER:
MR. PAUL C. MARSH, P.ENG.
EWA ENGINEERING INC.
84 MAIN STREET, UNIONVILLE, ON L3R 2E7
PCMARSH@EWAENG.COM
647.400.2824

DRAINAGE SUPERINTENDENT:
ALANA VANDER VEEN
DRAINAGE SUPERINTENDENT
1 KILLALY STREET WEST, PORT COLBORNE, ONTARIO L3K 6H1
TEL: 905-228-8127
ALANA.VANDERVEEN@PORTCOLBORNE.CA

DEPARTMENT OF FISHERIES AND OCEANS:
867 LAKESHORE RD
BURLINGTON ON L7S 1A1
TELEPHONE: 905-336-4999
EMAIL: INFO@DFO-MPO.GC.CA

MINISTRY OF NATURAL RESOURCES AND FORESTRY
ELIZABETH REIMER
ADMINISTRATION BUILDING
4890 VICTORIA AVE N
VINELAND STATION, ON L0R 2E0
905-562-4147

NIAGARA PARKS CONSERVATION AUTHORITY, NPCA
LEILANI LEE-YATES,
DIRECTOR, WATERSHED MANAGEMENT
NIAGARA PENINSULA CONSERVATION AUTHORITY
250 THOROLD ROAD WEST, 3RD FLOOR
WELLAND, ON, L3C 3W2
P: 905-788-3135 EXT. 229
F: 905-788-1121
LLEE-YATES@NPCA.CA
WWW.NPCA.CA

GENERAL NOTES:

THE CITY SHALL ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL CONSTRUCTION MATERIALS AND METHODOLOGIES SHALL BE IN ACCORDANCE WITH:

- SPECIAL PROVISIONS - SUPPLEMENTARY GENERAL CONDITIONS (SPSGC)
- SPECIAL PROVISIONS - SUPPLEMENTARY CONTRACT ITEMS (SPSCI)
- NIAGARA PENINSULA STANDARD CONTRACT DOCUMENTS (NPSCD)
- ONTARIO PROVINCIAL STANDARDS FOR ROADS & PUBLIC WORKS (OPSS & OPSD)

AND ANY OTHER APPLICABLE STANDARDS THAT MAY APPLY.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THESE MATERIALS AND METHODOLOGIES ARE STRICTLY ADHERED TO.

THE CITY OF PORT COLBORNE AND STAFF DISCLAIMS ANY LIABILITY AS TO THE CURRENT ACCURACY OF THE DRAWINGS PROVIDED. IN USING THE INFORMATION SHOWN OR CONTAINED ON THESE DRAWINGS, THE USER AGREES IMPLICITLY AND EXPLICITLY THAT THE CITY OF PORT COLBORNE AND STAFF SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FOR THE USE OF SUCH INFORMATION. THE USER SHALL DO AN IN-FIELD VERIFICATION OF THE INFORMATION SHOWN ON OR CONTAINED WITHIN THESE DRAWINGS.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ANY APPROVALS WHICH MAY BE REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION UNLESS DIRECTED OTHERWISE BY THE CONTRACT ADMINISTRATOR.

DIMENSIONING SHALL GOVERN OVER SCALED DIMENSIONS.

ANY WORKS COMPLETED IN SET-BACK AREAS, AND DISCHARGE TO CREEKS, STREAMS AND WATERCOURSES MAY BE SUBJECT TO FEDERAL AND PROVINCIAL APPROVALS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN SUCH APPROVALS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IF REQUIRED FOR THE PROJECT.

PUBLIC UTILITIES:

THE CONTRACTOR SHALL NOTE THAT PUBLIC UTILITIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING, HYDRO, GAS, BELL, CABLE AND FIBRE OPTIC.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE NECESSARY CLEARANCES FROM SAID PUBLIC UTILITIES WHICH MAY BE IN DIRECT CONFLICT WITH THIS PROJECT.

ANY WORK REQUIRING EITHER RELOCATION/LOWERING OF SAID PUBLIC UTILITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY, AND ANY WORKS WILL BE REQUIRED TO BE COMPLETE PRIOR TO THE INSTALLATION OF THE WORK.

ENVIRONMENTAL COMPLIANCE:

THE CONTRACTOR SHALL PREPARE AN ENVIRONMENTAL MANAGEMENT PLAN (EMP) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE EMP WILL ADDRESS THE FOLLOWING MAJOR SUBJECT AREAS:

- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION
- TREE PROTECTION & REMOVAL (SAR - BUTTERNUT)
- MINIMIZE AND/OR MITIGATION MEASURES FOR CONSTRUCTION IMPACTS ON SPECIES AND SPECIES HABITAT INCLUDING STOPPING CONSTRUCTION PROCEDURES.
- AGENCY CONTACTS - IDENTIFY RESOURCES & CONTACT INFO.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH SPECIES AT RISK (SAR) LEGISLATION. BY LAW, YOU MUST IMMEDIATELY:

- AVOID DRAINAGE WORK DURING REPRODUCTION AND REARING SEASONS
- PREVENT A SPECIES FROM ENTERING THE WORK AREA (E.G. PUTTING UP A FENCE)
- GIVE THE SPECIES ADEQUATE TIME TO LEAVE THE AREA, BEFORE STARTING WORK
- GET ADVICE/HELP BEFORE YOU MOVE IT
- PROTECT AREAS THAT ARE IMPORTANT TO THE SPECIES (E.G. SPAWNING AREAS)
- CONTROL EROSION AND SEDIMENT
- STABILIZE WATER BANKS IN AFFECTED AREAS

TURTLES:

- YOU CANNOT REDUCE THE AMOUNT OF WATER IN A DRAIN OR DITCH WHERE A TURTLE IS HIBERNATING.

ABREVATIONS USED:

- ARN - ABBREVIATED ROLL NUMBER
- BOD - BEGINNING OF DRAIN
- BB - BOTTOM OF BANK
- BD - SEDIMENT BASIN BOTTOM DEPTH (FROM GRADE LINE)
- BL - SEDIMENT BASIN LENGTH
- BW - BOTTOM WIDTH OF CHANNEL
- CL - CENTRELINE OF ROAD, CHANNEL
- CLCK - CENTRELINE OF CREEK OR CHANNEL
- D - DEPTH
- D/S - DOWNSTREAM
- E - EASTING
- ELEV - ELEVATION
- EOD - END OF DRAIN
- EX. - EXISTING
- INV - INVERT
- LB - LEFT BANK, LOOKING UPSTREAM
- N - NORTHING
- PL - PROPERTY LINE
- PR. - PROPOSED
- RB - RIGHT BANK, LOOKING UPSTREAM
- RH - RIFFLE HEIGHT
- ROW - RIGHT OF WAY
- SS - SIDE SLOPE; RUN(m)/RISE, WHERE RISE=1m
- T/C - TOP OF CONCRETE
- T/B - TOP OF BANK
- TW - TOP WIDTH OF CHANNEL
- TYP - TYPICAL
- U/S - UPSTREAM
- WZ - WORK ZONE

OPSD REFERENCED DETAILS:

- OPSD 219.200
- OPSD 219.220
- OPSD 222.050
- OPSD 400.020
- OPSD 403.010
- OPSD 705.040
- OPSD 803.010

WIGNELL MUNICIPAL DRAIN CONSTRUCTION NOTES

CITY OF PORT COLBORNE

EWA EARTH WATER AIR ENGINEERING

LICENCED PROFESSIONAL ENGINEER PAUL C MARSH PROVINCE OF ONTARIO

2024-02-16

DRAWN BY :	APPROVED BY :	PROJECT NO. :	DRAWING NO. :
TJF	PCM	PROJ#	W.CN
DESIGNED BY :	DATE :	SCALE :	
PCM	09-FEB-24	N/A	

Appendix B:

Cost Estimates & Assessment Schedules

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 74/78 & Section 4 Works under the Municipal Drainage Act.

Drainage Assessment	Costs

Wignell Drain Summary

Estimated Cost of Construction			
	Construction Cost Estimate	$748,896.50	
	Construction Management Costs	$68,259.18	
	Contingency	$149,779.30	
			$966,934.98
Previous Construction Works Completed but not Assessed			
	2007 Erosion Works - Bank Protection Construction	$241,254.46	
	construct a Wignell Access Lane	$3,168.60	
			$244,423.06
Eligible Administration Costs			
	Administration Costs	$363,712.21	
	Administration Cost Allocations (debenture)	$17,209.32	
	incl. 2007 construction eng.	$32,098.76	
			$413,020.28
Drain Allowances		$17,899.84	
	Forecasted Total Costs		**$1,642,278.16**

Interval 1: 5+978 to 6+918 **Wignell Drain Re-alignment**

Estimated Cost of Construction			
	Wignell Drain Re-alignment	$95,692.50	
	Construction Management Costs	$8,722.02	
	Contingency	$19,138.50	
Previous Construction Works Completed but not Assessed			
	none recorded	$0.00	
Eligible Administration Costs			
	Administration Cost Allocations	$55,249.89	
Drain Allowances			
	Port Colborne Quarries Inc	$0.00	
	Forecasted Total Costs		**$178,802.91**

Assessment Schedule

Benefit Assessment (Section 22)			
2711-040-003-11200	Port Colborne Quarries Inc	$1,425.00	
2711-040-003-15305	1970065 Ontario Inc	$0.00	
	Total - Benefit Assessment (Section 22)		$1,425.00
Outlet Liability Assessment (Section 23)			
	Private Lands	$0.00	
	Road Right of Way Lands	$0.00	
	Total - Outlet Liability Assessment (Section 23)		$0.00
Special Benefit Assessment (Section 24)			
2711-040-003-11200	Port Colborne Quarries Inc	$167,465.41	
2711-040-003-15305	1970065 Ontario Inc	$0.00	
	Total - Special Benefit Assessment (Section 24)		$167,465.41
Special Assessments (Section 26)			
	City of Port Colborne	$0.00	
	Utilities - Other	$9,912.50	
	Total - Special Assessments (Section 26)		$9,912.50
			$178,802.91

Interval 2: 2+450 to 5+978 **Channel Maintenance**

Estimated Cost of Construction			
	Wignell Drain Section 78/74	$135,842.00	
	Construction Management Costs	$12,381.50	
	Contingency	$27,168.40	
Previous Construction Works Completed but not Assessed			
	none recorded	$0.00	
Eligible Administration Costs			
	Administration Cost Allocations	$64,015.50	
Drain Allowances			
	Inclusion of lands for Sediment Basins (2)	$2,091.50	
	Forecasted Total Costs		**$241,498.90**

Assessment Schedule

Benefit Assessment (Section 22)			
		$0.00	
	Total - Benefit Assessment (Section 22)		$0.00
Outlet Liability Assessment (Section 23)			

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 74/78 & Section 4 Works under the Municipal Drainage Act.

	Private Lands	$203,382.83	
	Road Right of Way Lands	$20,095.07	
	Total - Outlet Liability Assessment (Section 23)		$223,477.90
Special Benefit Assessment (Section 24)			
2711-040-003-11500	Fehrman John Paul	$18,021.00	
	Total - Special Benefit Assessment (Section 24)		$18,021.00
Special Assessments (Section 26)			
	Total - Special Assessments (Section 26)		$0.00
			$241,498.90

Interval 3: 0+439 to 0+595 **Bank Erosion Works - 2007**

Estimated Cost of Construction			
Previous Construction Works Completed but not Assessed			
	2007 Erosion Works - Bank Protection Construction	$241,254.46	
Eligible Administration Costs			
	Erosion Works - Wiebe Engineering	$32,098.76	
	Administration Cost Allocations (debenture)	$17,209.32	
Drain Allowances			
	none recorded	$0.00	
	Forecasted Total Costs		**$290,562.54**
Assessment Schedule			
Benefit Assessment (Section 22)			
	none recorded	$0.00	
	Total - Benefit Assessment (Section 22)		$0.00
Outlet Liability Assessment (Section 23)			
	Private Lands	$221,924.32	
	Road Right of Way Lands	$25,222.36	
	Total - Outlet Liability Assessment (Section 23)		$247,146.68
Special Benefit Assessment (Section 24)			
2711-040-004-03720	Vale Canada Limited	$20,143.44	
2711-040-004-03800	Arnold Alicia	$19,283.38	
	Total - Special Benefit Assessment (Section 24)		$39,426.82
Special Assessments (Section 26)			
Snider Rd.	City of Port Colborne - 23m	$3,989.05	
	Total - Special Assessments (Section 26)		$3,989.05
			$290,562.54

Interval 4: 0+020 to 0+380 **BRIP (Bank Restoration & Improvement Program)**

Estimated Cost of Construction			
	BRIP (Bank Restoration & Improvement Program)	$28,330.00	
	Construction Management Costs	$2,582.18	
	Contingency	$5,666.00	
Previous Construction Works Completed but not Assessed			
	none recorded	$0.00	
Eligible Administration Costs			
	Engineering & Admin	$8,578.56	
Drain Allowances			
	none recorded		
	Forecasted Total Costs		**$45,156.73**
Assessment Schedule			
Benefit Assessment (Section 22)			
		$0.00	
	Total - Benefit Assessment (Section 22)		$0.00
Outlet Liability Assessment (Section 23)			
	Private Lands	$34,957.03	
	Road Right of Way Lands	$4,049.33	
	Total - Outlet Liability Assessment (Section 23)		$39,006.36
Special Benefit Assessment (Section 24)			
2711-040-004-00900	MacNeil Robert Joseph F	$6,150.37	
2711-040-004-04320	Nieuwland Kevin	$0.00	
2711-040-004-04200	Mitchell Timothy J	$0.00	
	Total - Special Benefit Assessment (Section 24)		$6,150.37
Special Assessments (Section 26)			
	City of Port Colborne		
	Total - Special Assessments (Section 26)		$0.00
			$45,156.73

Interval 5: 0+000 to 2+450 **Spot Maintenance**

Estimated Cost of Construction			

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 74/78 & Section 4 Works under the Municipal Drainage Act.

	Targetted channel maintenance along the drain on as needed and where needed basis.	$61,250.00	
	Construction Cost Allocation	$5,582.71	
	Contingency	$12,250.00	
Previous Construction Works Completed but not Assessed			
	none recorded	$0.00	
Eligible Administration Costs			
	Engineering & Admin	$45,782.59	
		$0.00	
Drain Allowances			
	none recorded	$0.00	
	Forecasted Total Costs		**$124,865.30**
	Assessment Schedule		
Benefit Assessment (Section 22)			
		$0.00	
		$0.00	
		$0.00	
	Total - Benefit Assessment (Section 22)		$0.00
Outlet Liability Assessment (Section 23)			
	Private Lands	$110,927.77	
	Road Right of Way Lands	$13,937.53	
	Total - Outlet Liability Assessment (Section 23)		$124,865.30
Special Benefit Assessment (Section 24)			
	none recorded	$0.00	
	Total - Special Benefit Assessment (Section 24)		$0.00
Special Assessments (Section 26)			
	City of Port Colborne	$0.00	
	Total - Special Assessments (Section 26)		$0.00
			$124,865.30

Assessment Schedule Balance:

Interval 6: 0-297 to 6+918 **Outlet Improvements & Maintenance**

Wignell Outlet

Estimated Cost of Construction		$403,755.00	
	Construction Management Costs	$36,800.79	
	Contingency	$80,751.00	
Previous Construction		$3,168.60	
Engineering & Administration		$163,641.28	
Drain Allowances		$1,788.79	
	Total Costs Assessed:	**$689,905.47**	
	Assessment Schedule		
Benefit Assessment (Section 22)			
	none assessed	$0.00	
Outlet Liability Assessment (Section 23)			
	Private Lands	$622,420.55	
	Road Right of Way Lands	$67,484.92	
			$689,905.47
Special Benefit Assessment (Section 24)		$0.00	
Special Assessments (Section 26)			
	City of Port Colborne	$0.00	
	MINISTRY OF TRANSPORTATION ONTARIO	$0.00	
	Total Benefits Assessed:	**$689,905.47**	$0.00

Bower Branch Drain #1

Estimated Cost of Construction		$2,565.00	
	Construction Management Costs	$233.79	
	Contingency	$513.00	
Previous Construction		$0.00	
Engineering		$2,449.65	
Drain Allowances		$0.00	
	Total Costs Assessed:	**$5,761.44**	
Benefit Assessment (Section 22)			
		$0.00	
Outlet Liability Assessment (Section 23)			
	Private Lands	$3,607.26	
	Road Right of Way Lands	$269.18	
Special Benefit Assessment (Section 24)			

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara

Section 74/78 & Section 4 Works under the Municipal Drainage Act.

Special Assessments (Section 26)			
City of Port Colborne			
	Resor Rd. maintenance works as required within ROW	$1,885.00	
MINISTRY OF TRANSPORTATION ONTARIO		$0.00	
	Total Benefits Assessed:	**$5,761.44**	$0.00

Wignell Branch Drain #2

Estimated Cost of Construction		$5,432.00	
	Construction Management Costs	$495.11	
	Contingency	$1,086.40	
Previous Construction		$0.00	
Engineering		$14,461.78	
Drain Allowances		$6,690.55	
	Total Costs Assessed:	**$28,165.84**	
Benefit Assessment (Section 22)			
		$192.00	
Outlet Liability Assessment (Section 23)			
	Private Lands	$8,946.34	
	Road Right of Way Lands	$1,058.97	
Special Benefit Assessment (Section 24)		$0.00	
Special Assessments (Section 26)			
City of Port Colborne			
	Wignell Branch #2 Drain Killaly St. E sufficient outlet	$17,968.53	
MINISTRY OF TRANSPORTATION ONTARIO		$0.00	
	Total Benefits Assessed:	**$28,165.84**	$0.00

Wignell Branch Drain #3

Estimated Cost of Construction		$16,030.00	
	Construction Management Costs	$1,461.08	
	Contingency	$3,206.00	
Previous Construction		$0.00	
Engineering		$9,532.97	
Drain Allowances		$7,329.00	
	Total Costs Assessed:	**$37,559.04**	
Benefit Assessment (Section 22)			
		$0.00	
Outlet Liability Assessment (Section 23)			
	Private Lands	$13,665.30	
	Road Right of Way Lands	$1,810.78	
Special Benefit Assessment (Section 24)			
Special Assessments (Section 26)			
City of Port Colborne			
	Replace 450mm PE culvert with 600mm	$22,082.97	
MINISTRY OF TRANSPORTATION ONTARIO		$0.00	
	Total Benefits Assessed:	**$37,559.04**	$0.00

Prepared by:

Dated:	$1,642,278.16
	$1,642,278.17
	-$0.01

Paul C. Marsh, P.Eng.

Seal

2024-02-16

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Proposed Construction - Cost Estimate

Bower Drain **S.74**

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
	Bower Drain Branch #1	0+000	0+390	Clear - maintain existing grades		linear	413	5	1	500	$ 2,565.00	
										SubTotal for: Bower Drain	$ 2,565.00	

Wignell Branch Drain #2 **Petition 4 request**

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
	Wignell Branch #2	0+000	0+187	Clear and Re-grade to design grade line	Spread spoil on bank.	linear	161.8	15			$ 2,427.00	
	Wignell Branch #2	0+187	0+285	re-align new channel to Killaly St. East ROW	Excavate BW 0.6m SS =1.5 TW = 2.85 d=0.75m, place spoil on West bank, spread and level suitable for farming.	Linear	120.2	25	0	0	$ 3,005.00	
										SubTotal for: Wignell Branch Drain #2	$ 5,432.00	

Wignell Branch Drain #3 **Petition 4 request**

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
	Wignell Branch #3	0+010	0+155	Re-grade to Design Grade-Line	re-establish design channel x-section	linear	232	15			$ 3,480.00	
				Re-grade North Side ROW							$ -	CofPC
				Replace 450mm PE culvert with 600mm		both	20	250	1	$ 7,550.00	$ 12,550.00	CofPC
										SubTotal for: Wignell Branch Drain #3	$ 16,030.00	

Wignell Gate Maintenance **S.74**

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
						each			1	$ 1,500.00	$ 1,500.00	
				Painting, cleaning, etc.					2	$ 1,000.00	$ 2,000.00	
		0-320	0+000	Outlet Channel Improvement	Clear both sides, widen bottom	linear	320	$ 17.50			$ 5,600.00	
					Gate Maintenance & Repair				2	$ 1,500.00	$ 3,000.00	
				knife gate improvements to open fully	Gate #3	each			1	$ 3,500.00	$ 3,500.00	
											$ -	
										SubTotal for: Wignell Gate Maintenance	$ 15,600.00	

Wignell Gate Structure Improvements **S.78**

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
WGS-01	Changes to lifting mechanism			removal of existing actuators on screws	Gates #1, #2	each			2	$6,500.00	$ 13,000.00	
				Other removals; stairs, pipe etc.		Lump sum			1	$12,500.00	$ 12,500.00	
					Gate 3 extension	each			1	$3,750.00	$ 3,750.00	
					replace railings		30	125	1	$5,000.00	$ 8,750.00	
					Safety ingress/egress		25	$550.00	1	$5,000.00	$ 18,750.00	
WGS-02				Building access ramp for pumping	Concrete Cable Mat	length & each	15	$540.00	1	$1,500.00	$ 9,600.00	
					Install Blind flange to close existing 400mm pipe. Install saddle clamp with a 150mm threaded camlock connection		2	$750.00	1	$5,750.00	$ 7,250.00	fittings plus install
WGS-03				Revise to increase opening heights & seal at bottom with new sill	excavate and pour concrete sill between foundation piers. Extend existing gate by 200mm		1	$13,000.00	2	$14,500.00	$ 42,000.00	includes estimate for construction mgmt.
					Gate maintenance Improvements				2	$6,500.00	$ 13,000.00	
					Temporary bypass		10	$750.00	1	$12,500.00	$ 20,000.00	
					PE Flap gate				1	$8,200.00	$ 8,200.00	
WGS-04				Flow instrumentation & monitoring								
					Electrical Upgrades		50	$220.00	1	$22,500.00	$ 33,500.00	
					Gate Operation Automation - AUMA actutators		3	$2,200.00	2	$18,600.00	$ 43,800.00	actuator price plus wiring and mech.
				Sensors and Instruments	Flow upstream ultrasonic / radar flow sensor		1	$5,000.00	1	$25,000.00	$ 30,000.00	Radar level T, float Sw, flow sensor
					Radar Flow level measurment		1	$650.00	2	$2,500.00	$ 5,650.00	
					Warning light and sound, plus associated I&C components		1	$6,500.00	1	$1,250.00	$ 7,750.00	
					Wiring, PLC programming		1	$10,000.00	54	$265.00	$ 24,310.00	
					Control Panel				1	$25,000.00	$ 25,000.00	
					Comms (antenna and I&C HMI)		1	$345.00	1	$24,500.00	$ 24,845.00	
					I&C UPS				1	$5,250.00	$ 5,250.00	
WGS-05				Additional Engineering:	I&C programming, site super and Acceptance Testing				1	$31,250.00	$ 31,250.00	
										SubTotal for: Wignell Gate Structure Improvements	$ 388,155.00	

Wignell Drain **S.78**

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
Interval 1: 5+978 to 6+918		**Wignell Re-Alignment**										
	Wignell Re-alignment		6+897	clean existing CSPA Culverts	Arch culvert crossing Second Concession Rd. to be flushed using flushing equipment if required.	Conditional			2	$ 750.00	$ 1,500.00	
		6+618	6+900	Protect existing Bell line in place or relocate at depth further south of proposed drain.			196.5	$ 20.00	1	$ 4,000.00	$ 7,930.00	Bell line impacts assessed during construction
		6+688.5	6+885	Re-Align Drain on South Side of Second Concession Rd.	Combine with existing roadside swale, reverse grade and spoil pile placed at forest edge without spreading. Berm on former drain south of existing CSPA.		196.5	$ 30.00			$ 5,895.00	
		6+685	6+690	Protect existing Bell line in place or relocate.	crossing Bell line at grade.	lump sum			0	$ 2,500.00	$ -	
		6+681	6+687	Construct New Culvert for private lane access at 1645 Second Concession Rd.	Proposed 1630x1120 CSPA - 6m @ 0.15% on grade with a road crossing height of 182.65m.		6	$ 1,250.00	1	$ 14,500.00	$ 22,000.00	
		6+635	6+645	Existing underground power supply to 1645 Second Concession Rd. to be re-located under drain crossing.	re-bury existing power supply under proposed drain crossing.		10	$ 600.00	1	$ 12,500.00	$ 18,500.00	
		6+483	6+688.5	Re-Align Drain on South of Second Concession Rd.	re-align drain to private property south of Second Concession. Use portion of the spoils to grade existing roadside swale to new Top of bank		205.5	$ 35.00			$ 7,192.50	
		5+977	6+483	Re-Align Wignell Drain South of Second Concession Rd and along property line to existing Wignell Drain Channel @ 5+750			506	$ 35.00			$ 17,710.00	
				Removals and Restoration	Fence removals & restoration (estimate reserve)		506	$ 27.50			$ 13,915.00	
		5+975.4		Existing Drain to West to be abandoned	construct berm at existing drain to stop flow into future quarry				1	$ 1,050.00	$ 1,050.00	
										SubTotal for: Interval 1: 5+978 to 6+918	$ 95,692.50	

S.74

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum Cost Type	Length	$/m	Qnty	/each	$	Notes
Interval 2: 2+450 to 5+978		**Channel Maintenance**										
		Wignell Drain Section 78/74										
		4+725	5+950			Linear	1225	$ 15.00			$ 18,375.00	
		4+190	4+200	New CSP-E Culvert elliptical 1727mm x 1092mm CSP - E	Remove existing W-BS-016 and replace with New culvert	both	9	$ 1,338.00	1	$ 19,000.00	$ 31,042.00	
		2+450	4+700	Clear Vegetation and Regrade to Design Grade line		Linear	2250	$ 15.00			$ 33,750.00	
				Re-grade ROW swale on South Side of Kilally St.	Road works by CofPC - excluded from Drain but constructed to replace existing swale outlet for ROW.						$ -	Cost not allocated to Drain
	Sediment Control During Construction - permanant check dams as per GD-04/GD-05								3	$ 2,225.00	$ 6,675.00	
			4+740	Construct Sediment Basin Wignell #2 as per Design and GD-10.	Remove material and dispose by spreading adjacent to the drain. Sediment Basin constructed prior to commencing work upstream.	Length, Mat Area	30	$ 80.00	360	$ 70.00	$ 27,600.00	
			3+100	Construct Sediment Basin Wignell #1 as per Design and GD-10.	Remove material and dispose by spreading adjacent to the drain. Sediment Basin constructed prior to commencing work upstream.	Length, Mat Area	20	$ 80.00	240	$ 70.00	$ 18,400.00	
										SubTotal for: Interval 2: 2+450 to 5+978	$ 135,842.00	
Interval 5: 0+000 to 2+450		**Spot Maintenance**										
		0+600	2+450	Manual Vegetation Removal	As directed by Drainage Superintendent	Each			50	$ 1,225.00	$ 61,250.00	
		0+600	1+400	Pilot Program: Chemical Herbicide Removal of Phragmites	If Approved by MNR/MOE/DFO						$ -	
		1+400	2+100	Pilot Program: Mechanical Removal of Phragmites	If Approved by MNR/MOE/DFO						$ -	

		0+600	1+500	Wignell Bog Restoration	return Wignell lower reach to a natural state, bog lands, requires separate study to determine elevations and flow controls	Lump sump			0	$ 35,000.00	$ -	
										SubTotal for: Interval 5: 0+000 to 2+450	**$ 61,250.00**	
											$ -	

S.78

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum / Cost Type	Length	$/m	Qnty	/each	$	Notes
Interval 4: 0+020 to 0+380		**Bank Restoration and Improvement Program (BRIP)**										
				Contractor deployment; isolation of channel	Environmental monitoring, coffer dam				1	12000	$ 12,000.00	
				Place stone on banks and live stakes	construct as per GD-01 BRIP	Linear	64	$ 220.00			$ 14,080.00	
					Environmental monitoring, dewatering	Each			15	$ 950.00	$ 14,250.00	
										SubTotal for: Interval 4: 0+020 to 0+380	**$ 28,330.00**	
											$ -	
Interval 6: 0-297 to 6+918												
	See Wignell Gate Structure Improvements											

SubTotal for: Wignell Drain Section 78/74 $ 321,114.50

SubTotal for: Wignell Drain $ 748,896.50

Construction Mgmt Wignell Drain

Cost ID:	Drain	From STA	To STA	Work	Description	Linear, Each or Lump Sum / Cost Type	Length	$/m	Qnty	/each	$	Notes
	Wignell Drain			Bonding							$ 12,581.16	
	Wignell Drain			Environmental Management - Compliance with legislative requirements	Preparation of Environmental Management Plan - Exclusions for SAR incidents that require on site expertise.	Lump Sum					$ 12,500.00	Program budget - actual cost will vary
	Wignell Drain			Erosion Control During construction - including conversion of sediment ponds to permanent drain features		Lump Sum					$ 3,500.00	Program budget - actual cost will vary
	Wignell Drain			Construction Management	Traffic Control, Layout, and all compliance items for submission on construction startup.						$ 14,678.02	Budget
	Wignell Drain			Tree Replacement Program	Where private trees are removed for the drain and in lieu of compensation a 2 for 1 tree planting program is available for owners.				500	$ 50.00	$ 25,000.00	Program budget - actual cost will vary

SubTotal for: Construction Mgmt Wignell Drain $ 68,259.18

Contingency Allowance, (20%) $ 149,779.30
Cost of Construction: $ 966,934.98

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Previous Costs - Works Already Completed

Drainage Act	Status	From STA	To STA	Work	Description	$	Notes	Date Completed
	Emergency Works	0+438	0+594.5	2007 Erosion Works - Bank Protection Construction	Pre-Cast Concrete Block Wall South side of Wignell	$ 241,254.46		2007
				Erosion Works - Wiebe Engineering		$ 32,098.76		2006
						$ 273,353.22		
Maintenance	Wignell Access Lane	0-320	0+000	construct a Wignell Access Lane	Construction Access lane across private property to provide machine access for outlet maintenance	$ 3,168.60	as per email dated May 13, 2020 from roads staff.	2022
						$ 3,168.60		
						$ 276,521.82		

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Administration Costs

	Area, Ha	Area Ratio
Michener Drain Area	134.6	12.3%
Port Colborne Drain Area	327.8	30.0%
Wignell Drain Area	630.6	**57.7%**
	1093	

Categories	Costs	Cost Items	Sub-totals, $	Totals, $
ADMINISTRATION				
		Debenture Interest - 2007 to 2017	$17,209.32	
	Interim Financing Allowance	$29,827.92		
				$ 17,209.32
		Debenture Administrative Fee	$3,499.39	
	Legal and Permitting Fees	$ 6,065.29		
				$ 3,499.39
	Expenses, where applicable			
				0
	Applicable Taxes			
		HST on engineering	$8,031.18	**$8,031.18**
		Total - ADMINISTRATION		**$ 28,739.89**
ENGINEERING				
	Preliminary Design and Report			**0**
	Survey, Design, Plans, Engineer's Report and Assessment Schedule (Wiebe)*1			
		Survey; $8,342.93		
		Report Preparation; $83,533.94	$53,374.78	
	Survey, Design, Plans, Engineer's Report (AMEC)*2	3-561-33229; 2012 to 2014; $67,147.23	**$19,370.41**	
	Survey, Design, Plans, Engineer's Report and Assessment Schedule (EWA)			
		Design Services to Dec 2023	$200,779.62	
		Design Services 2024	$7,800.00	
		CofPC CAD Work - 2020	$7,816.25	
		CofPC CAD Work - 2021	$28,908.75	
		CofPC CAD Work - 2022	$5,687.50	
		CofPC CAD Work - 2023	$7,735.00	
	Sub-total: Survey, Design, Plans, Engineer's Report and Assessment Schedule (EWA)			**$ 331,472.32**
	Tribunal Costs (not estimated and assumed to be zero)			**0**
	Tendering, Contract Administration and Construction Inspection (estimated)			**$ 3,500.00**
		Total - ENGINEERING		**$ 334,972.32**
TOTAL ADMINISTRATION AND ENGINEERING				**$ 363,712.21**
		AMEC fee reduced by 50% as directed by Court of Revision for Michener, Port Colborne Drains. Remaining 50% allocated to City of Port Colborne Levy.	**$19,370.41**	

*1 Wiebe Engineering was appointed as the Drainage Engineer by Council with an approved budget. The firm declared bankruptcy after having been paid for a portion of the work. This is the amount originaly paid and not allocated.

*2 AMEC was appointed as the Drainage Engineer by Council in 2013, assuming work already completd by Wiebe and with an approved budget. After having been paid for 70% of the work, the company refused to complete the project without additional funds being allocated. The contract was cancelled.
This is the fee for service paid for partially completed work on the drain.
This fee was reduced by 50% by the Court of Revision for the Michener and Port Colborne Drains, which is continued here for the Wignell Drain.

Drain Engineering Allocations:	**Area, Ha**				**Ratio**
Bower Drain	8.3	$	2,449.65	0.76%	8.3	0.0067
Wignell Branch #2 Drain	49.0	$	14,461.78	4.48%	49.0	0.0398
Wignell Branch #3 Drain	32.3	$	9,532.97	2.96%	32.3	0.0262
Port Colborne Drain	327.8	$	-	29.99%	327.8	0.2660
Michener Drain	134.6	$	-	12.31%	134.6	0.1092
Interval 1: 5+978 to 6+918 Wignell Re-Alignment	187.2	$	55,249.89	17.13%	187.2	0.1519
Interval 2: 2+450 to 5+978 Channel Maintenance	485.4	$	64,015.50	44.41%	216.9	0.1760
Interval 3: 0+439 to 0+595 Bank Erosion Works - 2007	937.8	$	-	85.80%	0.0	0.0000
Interval 4: 0+020 to 0+380 BRIP (Bank Restoration & Improvement Program)	954.88	$	8,578.56	87.36%	138.1	0.0983
Interval 5: 0+000 to 2+450 Spot Maintenance	954.88	$	45,782.59	87.36%	138.1	0.1259
Interval 6: 0-297 to 6+918	1093	$	163,641.28	100.00%	1232.3	1.0000
Outlet Maintenance						
Outlet Improvement						
		$	363,712.21			

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Allowances

Wignell Drain

					Land and Rights of Way (Work Zone Easements)									Damages			For Existing Drain			Insufficient Outlet	Loss of Access	
Owner	Legal_Txt	Roll No	ARN ABBREV	Area, Ha	Length LB m	Length RB m	Top Width LB	Top Width RB	Land to be taken	Work Zone	Section 29 Allowance Area, Ha		$	Length m	Section 30 Allowance Area, Ha	$	From STN	To STN	Length, m	Allowance $	Section 32 Allowance $	Allowance $	Total of Allowances $
Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 F	2711-040-003-11300	3-11300	10.331	116.3	116.3	1.900	1.900	414.400	370.000	0.041	0.037	$ 1,115.43				4722.5	4838.8	116.3				**$ 1,115**
Pace Christopher Alan	CON 1 PT LOT 21	2711-040-004-05800	4-05800	1.795	97.9	97.9	2.775	2.775	375.0	200.0	0.038	0.020	$ 976.07				3033.5	3131.4	97.9				**$ 976**
					7259	5335																	**$ 2,091**

Bower Drain Branch #1

					Land and Rights of Way (Work Zone					Damages			For Existing Drain			Insufficient Outlet	Loss of Access	
Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Length m	Top Width	Land to be taken	Work Zone	Section 29 Allowance Area, Ha $	Length m	Section 30 Allowance Area, Ha $		From STN	To STN	Length, m	Section 31 Allowance $	Section 32 Allowance $	Section 33 Allowance $	Total of Allowances $
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636	271104000409801	409801	2.2116	202.0	3.40	10.00	0.0687	$ -		0.2020	$ -				$ -			**$ -**
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	699500	0.1737				0.0000	$ -		0.0000	0				$ -			**$ -**
Vale Canada Limited	CON 1 PT LOT 23	271102000718201	718201	2.5985	84.7	1.70		0.0144			0.0000					$ -			**$ -**
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	408700	3.0301	208.8	3.60	10.00	0.0752	$ -		0.2088	$ -				$ -			**$ -**
				8.014															**$ -**

Wignell Branch Drain #2

					Land and Rights of Way (Work Zone					Damages			For Existing Drain			Insufficient Outlet	Loss of Access	
Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Length m	Top Width	Land to be taken	Work Zone	Section 29 Allowance Area, Ha $	Length m	Section 30 Allowance Area, Ha $		From STN	To STN	Length, m	Section 31 Allowance $	Section 32 Allowance $	Section 33 Allowance $	Total of Allowances $
Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	405800	0.1384	53.000	1.425			0.007553 $186.63			0			53	795			**$ 982**
Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	407000	0.7472	31.000	1.425			0.004 $ 109.16			$ -			31	$ 465			**$ 574**
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	271104000407200	407200	2.7102	278.0	2.850	10.000	0.079	$ 1,957.81	278.0	0.278	$ 687	0+001	0+167	166	$ 2,490			**$ 5,135**
																			$ 6,691

Wignell Branch Drain #3

					Land and Rights of Way (Work Zone				Damages			For Existing Drain			Insufficient Outlet	Loss of Access	
Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Length m	Top Width	Land to be taken	Work Zone	Section 29 Allowance Area, Ha $	Length m	Section 30 Allowance Area, Ha $	From STN	To STN	Length, m	Section 31 Allowance $	Section 32 Allowance $	Section 33 Allowance $	Total of Allowances $
Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	317710	1.8461	234.0	2.850	0.0667	0.234	0.301 $ 1,647.94	234.0	0.234 $ 578	0+000	0+233.9	234	$ 3,510			**$ 5,736**
Quesnelle Andrew	CON 1 PT LOT 20 PLAN 59R	271104000317800	317800	0.582	86.0	1.425	0.0123	0.000	0.012 $ 302.83	86.0	$ -	0+147.9	0+233.9	86	$ 1,290			**$ 1,593**
																		$ 7,329

Drain Allowance Total **$ 16,111**

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Section 23 Outlet Benefit / Outlet Liability

Wignell Drain

					$0.00			$223,477.90			$247,146.68			$ 39,006.36			$124,865.30			$689,905.47				
					Interval 1: 5+978 to 6+918			Interval 2: 2+450 to 5+978			Interval 3: 0+439 to 0+595			Interval 4: 0+020 to 0+380			Interval 5: 0+000 to 2+450			Interval 6: 0-297 to 6+918				
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Total Adjusted Area Int#1	QRF	Assessment	Total Adjusted Area Int#2	Channel Maintenance QRF	Assessment	Total Adjusted Area Int#3	Bank Erosion Works - 2007 QRF	Assessment	Total Adjusted Area Int#4	BRIP (Bank Restoration & Improvement Program) QRF	Assessment	Total Adjusted Area Int#5	Spot Maintenance QRF	Assessment	Total Adjusted Area Int#6	Outlet Improvements & Maintenance QRF	Assessment	Runoff Factor 'C'	QRF
City of Port Colborne - Lands Assessed																								
Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-00800	0.467	0.220	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.220	0.28640	$32.02	0.220	0.28640	$4.98	0.220	0.2864	$15.79	0.220	0.2864	$76.47	20	0.286403796
Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	2711-020-007-00900	0.556	0.110	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.110	0.14342	$16.03	0.110	0.14342	$2.49	0.110	0.1434	$7.91	0.110	0.1434	$38.29	20	0.143415865
Hipfner Layton	CON 1 PT LOT 23	2711-020-007-01300	0.509	0.509	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.509	0.66453	$74.30	0.509	0.66453	$11.55	0.509	0.6645	$36.64	0.509	0.6645	$177.43	20	0.664527633
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	139.588	0.080	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.066	0.08573	$9.59	0.066	0.08573	$1.49	0.066	0.0857	$4.73	0.080	0.1047	$27.95	20	0.104700962
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	1.734	1.735	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.066	0.12860	$14.38	0.066	0.12860	$2.23	0.066	0.1286	$7.09	1.735	3.3949	$906.43	30	3.394941603
Port Wilder Land Inc	CON 1 PT LOT 23	2711-020-007-18201	2.598	2.598	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.598	14.40963	$1,611.02	2.598	14.40963	$250.40	2.598	14.4096	$794.58	2.598	14.4096	$3,847.30	85	14.40962957
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18300	0.186	0.186	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.186	0.36388	$40.68	0.186	0.36388	$6.32	0.186	0.3639	$20.07	0.186	0.3639	$97.15	30	0.363882115
PC City Hall	CON 1 PT TWP LOT 23	2711-020-007-18400	0.334	0.334	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.334	0.65448	$73.17	0.334	0.65448	$11.37	0.334	0.6545	$36.09	0.334	0.6545	$174.74	30	0.654475624
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18500	0.374	0.374	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.374	0.73126	$81.76	0.374	0.73126	$12.71	0.374	0.7313	$40.32	0.374	0.7313	$195.24	30	0.731256032
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18600	0.371	0.372	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.372	0.72719	$81.30	0.372	0.72719	$12.64	0.372	0.7272	$40.10	0.372	0.7272	$194.16	30	0.727194411
Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18700	0.186	0.186	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.186	0.36375	$40.67	0.186	0.36375	$6.32	0.186	0.3638	$20.06	0.186	0.3638	$97.12	30	0.363751061
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-18800	1.647	1.648	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.648	3.22461	$360.52	1.648	3.22461	$56.03	1.648	3.2246	$177.81	1.648	3.2246	$860.96	30	3.224611674
Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	2711-020-007-18900	2.228	2.229	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.229	4.36222	$487.70	2.229	4.36222	$75.80	2.229	4.3622	$240.54	2.229	4.3622	$1,164.69	30	4.362221706
McLean William Richard Samue	CON 1 PT TWP LOT 23	2711-020-013-11300	0.205	0.095	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.095	0.15499	$17.33	0.095	0.15499	$2.69	0.095	0.1550	$8.55	0.095	0.1550	$41.38	25	0.154987194
Ferri Vincent	CON 1 PT TWP LOT 23	2711-020-013-11400	0.190	0.191	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.191	0.31076	$34.74	0.191	0.31076	$5.40	0.191	0.3108	$17.14	0.191	0.3108	$82.97	25	0.310757513
Scott Gregory George	CON 1 PT TWP LOT 23	2711-020-013-11500	0.190	0.190	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.190	0.31048	$34.71	0.190	0.31048	$5.40	0.190	0.3105	$17.12	0.190	0.3105	$82.90	25	0.310484679
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-020-013-12000	3.308	0.534	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.534	1.21824	$136.20	0.534	1.21824	$21.17	0.534	1.2182	$67.18	0.534	1.2182	$325.26	35	1.218238426
Jarry Terry Alain	CON 2 PT LOT 17	2711-040-003-08000	4.071	4.073	0.000	0.0000	$0.00	4.073	9.2993	$1,768.97	4.073	9.29928	$1,039.67	4.073	9.29928	$161.59	4.073	9.2993	$512.78	4.073	9.2993	$2,482.87	35	9.299281906
Mackay Graham	CON 2 PT LOT 17	2711-040-003-08100	4.071	4.068	0.000	0.0000	$0.00	4.068	9.2899	$1,767.18	4.068	9.28989	$1,038.63	4.068	9.28989	$161.43	4.068	9.2899	$512.26	4.068	9.2899	$2,480.36	35	9.289893958
Bury Alexander	CON 2 PT LOT 17	2711-040-003-08101	4.072	4.073	0.000	0.0000	$0.00	4.073	9.2997	$1,769.05	4.073	9.29973	$1,039.72	4.073	9.29973	$161.60	4.073	9.2997	$512.81	4.073	9.2997	$2,482.98	35	9.299726027
Ruston Earl John	CON 2 PT LOT 17	2711-040-003-08200	16.096	1.597	0.000	0.0000	$0.00	1.597	3.6462	$693.60	1.597	3.64664	$407.70	1.597	3.64664	$63.37	1.597	3.6466	$201.08	1.597	3.6466	$973.64	35	3.646637592
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 17	2711-040-003-08201	12.527	5.595	0.000	0.0000	$0.00	5.595	12.7760	$2,430.33	5.595	12.77598	$1,428.38	5.595	12.77598	$222.01	5.595	12.7760	$704.49	5.595	12.7760	$3,411.13	35	12.77597729
Fehrman Mark David	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	2711-040-003-08203	0.492	0.256	0.000	0.0000	$0.00	0.256	0.4176	$79.44	0.256	0.41830	$46.77	0.256	0.41830	$7.27	0.256	0.4183	$23.07	0.256	0.4183	$111.69	25	0.41830332
1970065 Ontario Inc	CON 2 PT LOT 17	2711-040-003-08300	10.102	6.417	0.000	0.0000	$0.00	6.417	21.7681	$4,140.87	6.417	21.76813	$2,433.71	6.417	21.76813	$378.27	6.417	21.7681	$1,200.34	6.417	21.7681	$5,811.99	52	21.76812848
Li Yue	CON 2 PT LOT 17	2711-040-003-08400	4.071	2.706	0.000	0.0000	$0.00	2.706	6.1798	$1,175.57	2.706	6.17982	$690.91	2.706	6.17982	$107.39	2.706	6.1798	$340.77	2.706	6.1798	$1,649.98	35	6.179821572
Noel Marc Raymond	CON 2 PT LOT 17	2711-040-003-08401	4.072	2.679	0.000	0.0000	$0.00	2.679	6.1175	$1,163.71	2.679	6.11752	$683.95	2.679	6.11752	$106.30	2.679	6.1175	$337.33	2.679	6.1175	$1,633.35	35	6.11752156
Fabi David George	CON 2 PT LOT 17	2711-040-003-08500	4.032	4.033	0.470	1.0726	$0.00	4.033	9.2087	$1,751.73	4.033	9.20866	$1,029.54	4.033	9.20866	$160.02	4.033	9.2087	$507.78	4.033	9.2087	$2,458.67	35	9.208657093
Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	2711-040-003-08600	0.562	0.562	0.562	0.9161	$0.00	0.562	0.9161	$174.27	0.562	0.91613	$102.42	0.562	0.91613	$15.92	0.562	0.9161	$50.52	0.562	0.9161	$244.60	25	0.916128916
Vince Terrance Andrew	CON 2 PT LOT 17	2711-040-003-08601	0.175	0.175	0.175	0.2852	$0.00	0.175	0.2852	$54.26	0.175	0.28525	$31.89	0.175	0.28525	$4.96	0.175	0.2852	$15.73	0.175	0.2852	$76.16	25	0.285246047
Bowman Douglas Murray	CON 2 PT LOT 17	2711-040-003-08700	15.516	15.520	15.520	35.4380	$0.00	15.520	35.4380	$6,741.24	15.520	35.43796	$3,962.02	15.520	35.43796	$615.81	15.520	35.4380	$1,954.12	15.520	35.4380	$9,461.77	35	35.43796181
Cooper Morgan Katherine	CON 1 PT LOT 18	2711-040-003-10200	4.100	2.153	0.000	0.0000	$0.00	2.153	4.9170	$935.34	2.153	4.91699	$549.73	2.153	4.91699	$85.44	2.153	4.9170	$271.13	2.153	4.9170	$1,312.81	35	4.916992636
Ladd Sharon Lynn	CON 2 PT LOT 19	2711-040-003-10201	8.232	8.234	0.000	0.0000	$0.00	8.234	18.8014	$3,576.53	8.234	18.80141	$2,102.03	8.234	18.80141	$326.71	8.234	18.8014	$1,036.75	8.234	18.8014	$5,019.89	35	18.80140823
Bankert David Roy	CON 1 PT LOT 18	2711-040-003-10300	15.449	5.311	0.000	0.0000	$0.00	5.311	12.1264	$2,306.77	5.311	12.12643	$1,355.75	5.311	12.12643	$210.72	5.311	12.1264	$668.68	5.311	12.1264	$3,237.70	35	12.12642763
Port Colborne Quarries Inc	CON 2 PT LOT 18	2711-040-003-11200	19.983	19.989	10.343	23.6165	$0.00	19.989	45.6423	$8,682.38	19.989	45.64233	$5,102.89	19.989	45.64233	$793.13	19.989	45.6423	$2,516.81	19.989	45.6423	$12,186.29	35	45.6423315
Bonin Emma Sylvia	CON 2 PT LOT 18	2711-040-003-11201	1.677	1.677	0.000	0.0000	$0.00	1.677	2.7353	$520.33	1.677	2.73530	$305.81	1.677	2.73530	$47.53	1.677	2.7353	$150.83	1.677	2.7353	$730.31	25	2.735303926
Ruston James Daryl	CON 2 PT LOT 18	2711-040-003-11202	3.342	2.254	0.000	0.0000	$0.00	2.254	5.1458	$978.86	2.254	5.14576	$575.30	2.254	5.14576	$89.42	2.254	5.1458	$283.75	2.254	5.1458	$1,373.89	35	5.145756618
Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PART 1	2711-040-003-11300	10.329	10.331	0.000	0.0000	$0.00	10.331	23.5908	$4,487.60	10.331	23.59080	$2,637.49	10.331	23.59080	$409.94	10.331	23.5908	$1,300.85	10.331	23.5908	$6,298.63	35	23.59080354
Van Boom Maria	CON 2 PT LOT 18	2711-040-003-11400	0.622	0.622	0.000	0.0000	$0.00	0.622	1.0145	$192.98	0.622	1.01447	$113.42	0.622	1.01447	$17.63	0.622	1.0145	$55.94	0.622	1.0145	$270.86	25	1.014472084
Fehrman John Paul	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	2711-040-003-11500	14.338	14.086	0.000	0.0000	$0.00	14.086	32.1636	$6,118.37	14.086	32.16362	$3,595.95	14.086	32.16362	$558.91	14.086	32.1636	$1,773.57	14.086	32.1636	$8,587.54	35	32.16361886
Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	2711-040-003-11600	0.408	0.408	0.000	0.0000	$0.00	0.408	0.6661	$126.70	0.408	0.66606	$74.47	0.408	0.66606	$11.57	0.408	0.6661	$36.73	0.408	0.6661	$177.83	25	0.666055548
Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	2711-040-003-11700	0.670	0.074	0.000	0.0000	$0.00	0.074	0.1203	$22.89	0.074	0.12034	$13.45	0.074	0.12034	$2.09	0.074	0.1203	$6.64	0.074	0.1203	$32.13	25	0.120337463
Leaman Carol Christine	CON 2 PT LOT 19	2711-040-003-12100	0.125	0.125	0.000	0.0000	$0.00	0.125	0.2038	$38.77	0.125	0.20379	$22.78	0.125	0.20379	$3.54	0.125	0.2038	$11.24	0.125	0.2038	$54.41	25	0.20379115
Seredine Michael Nicholas	CON 2 PT LOT 19	2711-040-003-12200	0.075	0.075	0.000	0.0000	$0.00	0.075	0.1230	$23.40	0.075	0.12303	$13.75	0.075	0.12303	$2.14	0.075	0.1230	$6.78	0.075	0.1230	$32.85	25	0.123027782
Hobbs Edward George	CON 2 PT LOT 19	2711-040-003-12300	0.167	0.167	0.000	0.0000	$0.00	0.167	0.2723	$51.79	0.167	0.27228	$30.44	0.167	0.27228	$4.73	0.167	0.2723	$15.01	0.167	0.2723	$72.70	25	0.272278341
Wright Timothy James	CON 2 PT LOT 19	2711-040-003-12400	0.576	0.576	0.000	0.0000	$0.00	0.576	0.9390	$178.62	0.576	0.93897	$104.98	0.576	0.93897	$16.32	0.576	0.9390	$51.78	0.576	0.9390	$250.70	25	0.938971805
Shave Harry Albert	CON 2 PT LOT 19	2711-040-003-12500	0.400	0.400	0.000	0.0000	$0.00	0.400	0.6531	$124.24	0.400	0.65313	$73.02	0.400	0.65313	$11.35	0.400	0.6531	$36.01	0.400	0.6531	$174.38	25	0.653126888
Van Schaik Thomas Albert	CON 2 PT LOT 19	2711-040-003-12600	0.405	0.405	0.000	0.0000	$0.00	0.405	0.6606	$125.66	0.405	0.66060	$73.86	0.405	0.66060	$11.48	0.405	0.6606	$36.43	0.405	0.6606	$176.38	25	0.660602609
1000149971 Ontario Corporation	CON 2 PT LOT 19	2711-040-003-12700	1.283	1.284	0.000	0.0000	$0.00	1.284	2.0938	$398.29	1.284	2.09379	$234.09	1.284	2.09379	$36.38	1.284	2.0938	$115.46	1.284	2.0938	$559.03	25	2.093788747
Butters Larry R	CON 2 PT LOT 19	2711-040-003-12800	0.235	0.235	0.000	0.0000	$0.00	0.235	0.3829	$72.84	0.235	0.38292	$42.81	0.235	0.38292	$6.65	0.235	0.3829	$21.11	0.235	0.3829	$102.24	25	0.382917976
Landry Rita	CON 2 PT LOT 19	2711-040-003-12900	0.161	0.161	0.000	0.0000	$0.00	0.161	0.2621	$49.86	0.161	0.26212	$29.31	0.161	0.26212	$4.55	0.161	0.2621	$14.45	0.161	0.2621	$69.99	25	0.262120962
Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	2711-040-003-14300	1.427	0.071	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.071	0.0929	$24.79	20	0.092853195
Leblanc Marc	PLAN 19 PT LOT 25 PT LOT 26 NP778	2711-040-003-14500	0.443	0.289	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.289	0.3768	$100.60	20	0.376778732

					Interval 1: 5+978 to 6+918			Interval 2: 2+450 to 5+978			Interval 3: 0+439 to 0+595			Interval 4: 0+020 to 0+380			Interval 5: 0+000 to 2+450			Interval 6: 0-297 to 6+918				
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Total Adjusted Area Int#1	QRF	Assessment	Total Adjusted Area Int#2	Channel Maintenance QRF	Assessment	Total Adjusted Area Int#3	Bank Erosion Works - 2007 QRF	Assessment	Total Adjusted Area Int#4	BRIP (Bank Restoration & Improvement Program) QRF	Assessment	Total Adjusted Area Int#5	Spot Maintenance QRF	Assessment	Total Adjusted Area Int#6	Outlet Improvements & Maintenance QRF	Assessment	Runoff Factor 'C'	QRF
Pye Laurie Lynne	CON 1 PT LOT 19 PT LOT 20	2711-040-003-14600	26.481	12.370	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	12.370	28.2455	$7,541.43	35	28.2455468
Bankert David Roy	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	2711-040-003-14700	10.513	3.938	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	3.938	8.9915	$2,400.69	35	8.991519933
Little Lisa Marie	CON 1 PT LOT 19 RP 59R1775 PART 1	2711-040-003-14900	2.689	2.690	0.000	0.0000	$0.00	2.690	6.1418	$1,168.34	2.690	6.14184	$686.67	2.690	6.14184	$106.73	2.690	6.1418	$338.67	2.690	6.1418	$1,639.84	35	6.141835706
Vandebeld Grace Elizabeth	CON 1 PT LOT 19 PT LOT 20	2711-040-003-15000	22.938	22.944	0.000	0.0000	$0.00	17.787	40.6156	$7,726.16	17.783	40.60559	$4,539.77	17.783	40.60559	$705.61	17.783	40.6056	$2,239.08	22.944	52.3904	$13,987.99	35	52.39038739
Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	2711-040-003-15100	0.694	0.695	0.000	0.0000	$0.00	0.695	1.1328	$215.50	0.695	1.13285	$126.65	0.695	1.13285	$19.69	0.695	1.1328	$62.47	0.695	1.1328	$302.46	25	1.132846165
Crawford David Emerson T	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	2711-040-003-15101	1.655	1.655	0.000	0.0000	$0.00	1.655	2.7001	$513.63	1.655	2.70012	$301.88	1.655	2.70012	$46.92	1.655	2.7001	$148.89	1.655	2.7001	$720.92	25	2.700117352
Ladd Sharon Lynn	CON 2 PT LOT 19	2711-040-003-15102	2.497	2.498	0.000	0.0000	$0.00	2.498	5.7041	$1,085.07	2.498	5.70408	$637.73	2.498	5.70408	$99.12	2.498	5.7041	$314.53	2.498	5.7041	$1,522.96	35	5.704079749
Ladd Kevin Wilfred	CON 2 PT LOT 19	2711-040-003-15200	0.370	0.370	0.000	0.0000	$0.00	0.370	0.7239	$137.71	0.370	0.72395	$80.94	0.370	0.72395	$12.58	0.370	0.7239	$39.92	0.370	0.7239	$193.29	30	0.723949667
Fehrhaven Farms Inc	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	2711-040-003-15300	0.066	0.067	0.000	0.0000	$0.00	0.067	0.1302	$24.76	0.067	0.13017	$14.55	0.067	0.13017	$2.26	0.067	0.1302	$7.18	0.067	0.1302	$34.75	30	0.130167579
1970065 Ontario Inc	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	2711-040-003-15305	59.545	59.561	21.242	48.5035	$0.00	59.561	136.0017	$25,871.13	59.561	136.00171	$15,205.21	59.561	136.00171	$2,363.31	59.561	136.0017	$7,499.41	59.561	136.0017	$36,311.83	35	136.0017137
Rankin Engineering Inc	CON 2 PT LOT 19	2711-040-003-15400	3.801	3.802	0.000	0.0000	$0.00	3.802	6.2011	$1,179.62	3.802	6.20114	$693.30	3.802	6.20114	$107.76	3.802	6.2011	$341.94	3.802	6.2011	$1,655.68	25	6.201139277
2053048 Ontario Inc	CON 2 PT LOT 19	2711-040-003-15500	2.188	2.189	0.000	0.0000	$0.00	2.189	3.5698	$679.08	2.189	3.56983	$399.11	2.189	3.56983	$62.03	2.189	3.5698	$196.85	2.189	3.5698	$953.13	25	3.569829036
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	2711-040-003-15600	69.987	70.006	1.251	2.8570	$0.00	3.921	8.9523	$1,702.97	70.006	159.85194	$17,871.71	70.006	159.85194	$2,777.76	70.006	159.8519	$8,814.56	70.006	159.8519	$42,679.72	35	159.8519391
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	2711-040-003-15700	29.087	29.095	0.000	0.0000	$0.00	29.084	66.4108	$12,633.09	29.095	66.43654	$7,427.71	29.095	66.43654	$1,154.47	29.095	66.4365	$3,663.45	29.095	66.4365	$17,738.25	35	66.43654204
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	2711-040-003-15702	1.354	1.355	0.000	0.0000	$0.00	1.266	2.0644	$392.69	1.355	2.20960	$247.04	1.355	2.20960	$38.40	1.355	2.2096	$121.84	1.355	2.2096	$589.95	25	2.209597332
Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	2711-040-003-15705	0.944	0.944	0.000	0.0000	$0.00	0.944	1.5395	$292.86	0.944	1.53954	$172.12	0.944	1.53954	$26.75	0.944	1.5395	$84.89	0.944	1.5395	$411.05	25	1.539538054
Watson Carol Ann	CON 2 PT LOT 20	2711-040-003-15900	0.373	0.373	0.000	0.0000	$0.00	0.373	0.6086	$115.77	0.373	0.60859	$68.04	0.373	0.60859	$10.58	0.373	0.6086	$33.56	0.373	0.6086	$162.49	25	0.608587491
Brodeur Christa Nicole	CON 2 PT LOT 20	2711-040-003-16000	0.124	0.125	0.000	0.0000	$0.00	0.125	0.2031	$38.64	0.125	0.20311	$22.71	0.125	0.20311	$3.53	0.125	0.2031	$11.20	0.125	0.2031	$54.23	25	0.203107402
Lee Derek	CON 2 PT LOT 20	2711-040-003-16100	0.344	0.344	0.000	0.0000	$0.00	0.344	0.5610	$106.71	0.344	0.56098	$62.72	0.344	0.56098	$9.75	0.344	0.5610	$30.93	0.344	0.5610	$149.78	25	0.560979824
Shibley Chad William	CON 2 PT LOT 19	2711-040-003-16200	0.254	0.254	0.000	0.0000	$0.00	0.254	0.4136	$78.68	0.254	0.41363	$46.24	0.254	0.41363	$7.19	0.254	0.4136	$22.81	0.254	0.4136	$110.44	25	0.413628646
Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	2711-040-003-16300	3.085	3.086	0.000	0.0000	$0.00	3.086	7.0456	$1,340.26	3.086	7.04561	$787.71	3.086	7.04561	$122.43	3.086	7.0456	$388.51	3.086	7.0456	$1,881.15	35	7.045614582
Long Mark Christopher	CON 2 PT LOT 19	2711-040-003-16400	0.453	0.453	0.000	0.0000	$0.00	0.453	0.7386	$140.51	0.453	0.73863	$82.58	0.453	0.73863	$12.84	0.453	0.7386	$40.73	0.453	0.7386	$197.21	25	0.738633074
Harrington Peter Anthony	CON 2 PT LOT 19	2711-040-003-16500	4.889	4.891	0.000	0.0000	$0.00	4.891	11.1673	$2,124.32	4.891	11.16734	$1,248.53	4.891	11.16734	$194.06	4.891	11.1673	$615.79	4.891	11.1673	$2,981.63	35	11.16733581
Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	2711-040-003-16600	0.174	0.174	0.000	0.0000	$0.00	0.174	0.2836	$53.94	0.174	0.28355	$31.70	0.174	0.28355	$4.93	0.174	0.2836	$15.64	0.174	0.2836	$75.71	25	0.283553721
Burke Michael	CON 2 PT LOT 19	2711-040-003-16700	0.220	0.220	0.000	0.0000	$0.00	0.220	0.3587	$68.23	0.220	0.35865	$40.10	0.220	0.35865	$6.23	0.220	0.3587	$19.78	0.220	0.3587	$95.76	25	0.358652235
Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	2711-040-003-16800	0.119	0.119	0.000	0.0000	$0.00	0.119	0.1943	$36.97	0.119	0.19432	$21.73	0.119	0.19432	$3.38	0.119	0.1943	$10.72	0.119	0.1943	$51.88	25	0.19432238
Reles David Leonard	CON 2 PT LOT 19	2711-040-003-16900	0.242	0.242	0.000	0.0000	$0.00	0.242	0.3949	$75.11	0.242	0.39486	$44.15	0.242	0.39486	$6.86	0.242	0.3949	$21.77	0.242	0.3949	$105.42	25	0.394856488
King Carl Rodney	CON 2 PT LOT 19	2711-040-003-17000	0.198	0.198	0.000	0.0000	$0.00	0.198	0.3236	$61.56	0.198	0.32360	$36.18	0.198	0.32360	$5.62	0.198	0.3236	$17.84	0.198	0.3236	$86.40	25	0.323600626
Arsenault Henri Claude	CON 2 PT LOT 19	2711-040-003-17100	0.210	0.210	0.000	0.0000	$0.00	0.210	0.3429	$65.23	0.210	0.34290	$38.34	0.210	0.34290	$5.96	0.210	0.3429	$18.91	0.210	0.3429	$91.55	25	0.342901261
Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	2711-040-003-17200	0.221	0.221	0.000	0.0000	$0.00	0.221	0.3603	$68.53	0.221	0.36026	$40.28	0.221	0.36026	$6.26	0.221	0.3603	$19.87	0.221	0.3603	$96.19	25	0.360259586
Smith Reginald Garfield	CON 2 PT LOT 19	2711-040-003-17400	0.150	0.150	0.000	0.0000	$0.00	0.150	0.2440	$46.41	0.150	0.24396	$27.28	0.150	0.24396	$4.24	0.150	0.2440	$13.45	0.150	0.2440	$65.14	25	0.243963235
Pagliaro Carlo	CON 1 PT LOT 20	2711-040-003-17501	0.652	0.652	0.000	0.0000	$0.00	0.652	1.0635	$202.30	0.652	1.06346	$118.90	0.652	1.06346	$18.48	0.652	1.0635	$58.64	0.652	1.0635	$283.94	25	1.063461126
Ribau Jeffrey	CON 1 PT LOT 20	2711-040-003-17600	0.908	0.908	0.000	0.0000	$0.00	0.908	1.4810	$281.73	0.908	1.48102	$165.58	0.908	1.48102	$25.74	0.908	1.4810	$81.67	0.908	1.4810	$395.43	25	1.481022211
Bankert Roy Wallace	CON 1 PT LOT 20	2711-040-003-17700	2.307	2.308	0.000	0.0000	$0.00	2.308	3.7639	$715.99	2.308	3.76389	$420.81	2.308	3.76389	$65.41	2.308	3.7639	$207.55	2.308	3.7639	$1,004.94	25	3.76388677
Bankert Helen Irene	CON 1 PT LOT 20	2711-040-003-17710	5.229	5.230	0.000	0.0000	$0.00	5.230	11.9431	$2,271.90	5.230	11.94311	$1,335.26	5.230	11.94311	$207.54	5.230	11.9431	$658.57	5.230	11.9431	$3,188.75	35	11.94310787
Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	2711-040-003-17800	0.617	0.617	0.000	0.0000	$0.00	0.617	1.0059	$191.34	0.617	1.00586	$112.46	0.617	1.00586	$17.48	0.617	1.0059	$55.47	0.617	1.0059	$268.56	25	1.005864122
Clow Kevin	CON 1 PT LOT 20	2711-040-003-17825	3.691	3.692	0.000	0.0000	$0.00	0.972	1.5861	$301.72	0.972	1.58613	$177.33	0.972	1.58613	$27.56	0.972	1.5861	$87.46	3.692	6.0213	$1,607.67	25	6.021323076
Grist William Joseph	CON 1 PT LOT 20 RP59R 11429 PART 1	2711-040-003-17850	0.406	0.406	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.406	0.6618	$176.70	25	0.661806988
Van Kralingen Allert	CON 1 PT LOT 20	2711-040-003-17900	20.343	17.360	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	17.360	39.6408	$10,583.90	35	39.64075487
Nero Felice	CON 1 PT LOT 20	2711-040-003-18000	2.431	2.431	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	2.431	5.5519	$1,482.33	35	5.551891116
Whisky Run Golf Club Ltd	CON 1 PT LOT 20	2711-040-003-18010	33.810	5.105	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	5.105	11.6575	$3,112.50	35	11.65751287
Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	2711-040-003-18100	1.320	0.560	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.560	0.7311	$195.20	20	0.731116366
O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	2711-040-004-00100	0.554	0.357	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.357	0.4660	$124.43	20	0.466042605
Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	2711-040-004-00101	1.470	0.889	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.889	1.1601	$309.74	20	1.160092931
Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	2711-040-004-00102	0.874	0.513	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.513	0.6693	$178.70	20	0.669302849
Neumann Gary	CON 1 PT LOT 21	2711-040-004-00300	0.586	0.385	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.385	0.5019	$134.00	20	0.501883491
Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	2711-040-004-00305	0.872	0.553	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.277	0.3611	$96.40	20	0.722117904
Matheson Gary	CON 1 PT LOT 21	2711-040-004-00400	0.663	0.414	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.414	0.5407	$144.37	20	0.540722677
White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	2711-040-004-00500	1.304	1.150	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.575	0.7501	$200.27	20	1.500199828
McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	2711-040-004-00505	1.816	0.753	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.376	0.4912	$131.14	20	0.982346616
Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	2711-040-004-00510	1.238	0.058	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.058	0.0753	$20.11	20	0.075331023
Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	2711-040-004-00620	0.878	0.113	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.113	0.1481	$39.53	20	0.148058761
Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	2711-040-004-00700	4.337	0.156	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.156	0.2032	$54.24	20	0.203163701
Cunningham Jesse	CON 1 PT LOT 22	2711-040-004-00800	0.233	0.061	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.061	0.0793	$21.18	20	0.079313521
Pelchat Brock	CON 1 PT LOT 22	2711-040-004-00820	0.086	0.033	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.033	0.0434	$11.60	20	0.043443238
MacNeil Robert Joseph F	CON 1 PT LOT 22	2711-040-004-00900	0.400	0.400	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.400	0.52207	$9.07	0.400	0.5221	$28.79	0.400	0.5221	$139.39	20	0.522073927

					Interval 1: 5+978 to 6+918			Interval 2: 2+450 to 5+978			Interval 3: 0+439 to 0+595			Interval 4: 0+020 to 0+380			Interval 5: 0+000 to 2+450			Interval 6: 0-297 to 6+918				
			Land Area						Channel Maintenance			Bank Erosion Works - 2007			BRIP (Bank Restoration & Improvement Program)			Spot Maintenance			Outlet Improvements & Maintenance				
Owner	Legal_Txt	Roll No	Ha	Area in Drain Ha	Total Adjusted Area Int#1	QRF	Assessment	Total Adjusted Area Int#2	QRF	Assessment	Total Adjusted Area Int#3	QRF	Assessment	Total Adjusted Area Int#4	QRF	Assessment	Total Adjusted Area Int#5	QRF	Assessment	Total Adjusted Area Int#6	QRF	Assessment	Runoff Factor 'C'	QRF
Anthony Thomas	CON 1 PT LOT 22	2711-040-004-01000	3.432	0.015	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.015	0.0190	$5.07	20	0.018990359
Cudmore Blair	CON 1 PT LOT 22	2711-040-004-01100	1.330	0.055	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.055	0.0715	$19.10	20	0.07154893
Taliano David	CON 1 PT LOT 22	2711-040-004-01200	1.349	0.099	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.099	0.1293	$34.52	20	0.129308107
Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	2711-040-004-01300	0.648	0.115	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.115	0.1504	$40.15	20	0.150385768
Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	2711-040-004-01301	0.468	0.088	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.088	0.1146	$30.59	20	0.114572126
Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	2711-040-004-01400	0.912	0.081	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.081	0.1051	$28.05	20	0.105073952
Cassan James Cameron Gregory	CON 1 PT LOT 22	2711-040-004-01500	0.385	0.096	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.096	0.1256	$33.53	20	0.125595403
Hall Valerie	CON 1 PT LOT 22	2711-040-004-01700	0.447	0.248	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.248	0.3242	$86.55	20	0.324152495
McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	2711-040-004-01800	0.960	0.490	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.489	0.63778	$71.30	0.489	0.63778	$11.08	0.489	0.6378	$35.17	0.490	0.6399	$170.85	20	0.63991416
Gabriele Janice Ann	CON 1 PT LOT 23	2711-040-004-02100	0.519	0.282	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.282	0.36809	$41.15	0.282	0.36809	$6.40	0.282	0.3681	$20.30	0.282	0.3683	$98.34	20	0.368305518
Peacock Kent William	CON 1 PT LOT 23	2711-040-004-02300	0.589	0.294	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.294	0.38323	$42.85	0.294	0.38323	$6.66	0.294	0.3832	$21.13	0.294	0.3832	$102.32	20	0.383234439
Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02400	0.206	0.073	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.073	0.09478	$10.60	0.073	0.09478	$1.65	0.073	0.0948	$5.23	0.073	0.0948	$25.31	20	0.094781298
Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02500	0.419	0.144	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.144	0.18757	$20.97	0.144	0.18757	$3.26	0.144	0.1876	$10.34	0.144	0.1876	$50.08	20	0.187572385
Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02600	0.473	0.148	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.148	0.19329	$21.61	0.148	0.19329	$3.36	0.148	0.1933	$10.66	0.148	0.1933	$51.61	20	0.193292902
Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02700	0.407	0.133	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.133	0.17390	$19.44	0.133	0.17390	$3.02	0.133	0.1739	$9.59	0.133	0.1739	$46.43	20	0.173902752
Papadakos Patricia	CON 1 PT LOT 23	2711-040-004-02801	0.148	0.138	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.138	0.17962	$20.08	0.138	0.17962	$3.12	0.138	0.1796	$9.90	0.138	0.1796	$47.96	20	0.179617385
Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	2711-040-004-02900	0.462	0.124	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.124	0.16216	$18.13	0.124	0.16216	$2.82	0.124	0.1622	$8.94	0.124	0.1622	$43.30	20	0.162163428
Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	2711-040-004-02901	0.430	0.430	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.430	0.56099	$62.72	0.430	0.56099	$9.75	0.430	0.5610	$30.93	0.430	0.5610	$149.78	20	0.560994219
Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	2711-040-004-02902	0.487	0.119	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.119	0.15503	$17.33	0.119	0.15503	$2.69	0.119	0.1550	$8.55	0.119	0.1550	$41.39	20	0.1550331
Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	2711-040-004-02905	0.570	0.570	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.570	0.74392	$83.17	0.570	0.74392	$12.93	0.570	0.7439	$41.02	0.570	0.7439	$198.62	20	0.743917445
McQuilkin Vanessa	CON 1 PT LOT 23	2711-040-004-03000	0.277	0.277	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.277	0.36175	$40.44	0.277	0.36175	$6.29	0.277	0.3617	$19.95	0.277	0.3617	$96.58	20	0.361745414
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03100	0.118	0.064	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.064	0.08400	$9.39	0.064	0.08400	$1.46	0.064	0.0840	$4.63	0.064	0.0841	$22.46	20	0.084126328
Siba Jayne Leslie	CON 1 PT LOT 23	2711-040-004-03200	0.276	0.276	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.276	0.36062	$40.32	0.276	0.36062	$6.27	0.276	0.3606	$19.89	0.276	0.3606	$96.28	20	0.360620728
Peshimam Abid Zahoor	CON 1 PT LOT 23	2711-040-004-03300	0.238	0.238	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.238	0.31018	$34.68	0.238	0.31018	$5.39	0.238	0.3102	$17.10	0.238	0.3102	$82.82	20	0.31018371
Dutcher Lori	CON 1 PT LOT 23	2711-040-004-03400	0.236	0.236	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.236	0.30752	$34.38	0.236	0.30752	$5.34	0.236	0.3075	$16.96	0.236	0.3075	$82.11	20	0.307517665
Soldat Lesley	CON 1 PT LOT 23	2711-040-004-03500	0.233	0.233	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.233	0.30418	$34.01	0.233	0.30418	$5.29	0.233	0.3042	$16.77	0.233	0.3042	$81.22	20	0.304182061
Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	2711-040-004-03600	0.408	0.408	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.408	0.53269	$59.56	0.408	0.53269	$9.26	0.408	0.5327	$29.37	0.408	0.5327	$142.23	20	0.532693903
Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	2711-040-004-03605	0.407	0.407	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.407	0.53081	$59.35	0.407	0.53081	$9.22	0.407	0.5308	$29.27	0.407	0.5308	$141.72	20	0.530813647
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03700	7.778	7.780	0.000	0.0000	$0.00	0.000	0.0000	$0.00	7.780	15.22661	$1,702.36	7.780	15.22661	$264.59	7.780	15.2266	$839.63	7.780	15.2266	$4,065.43	30	15.22660677
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03710	1.714	1.715	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.715	3.35609	$375.22	1.715	3.35609	$58.32	1.715	3.3561	$185.06	1.715	3.3561	$896.06	30	3.356087915
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03720	6.457	6.459	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.436	4.76715	$532.98	6.459	12.64188	$219.68	6.459	12.6419	$697.10	6.459	12.6419	$3,375.32	30	12.6418821
Arnold Alicia	CON 1 PT LOT 22	2711-040-004-03800	0.380	0.380	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.380	0.49591	$55.44	0.380	0.49591	$8.62	0.380	0.4959	$27.35	0.380	0.4959	$132.41	20	0.495908486
Snider Harvey Wilson	CON 1 PT LOT 22	2711-040-004-03900	0.264	0.264	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.264	0.34413	$5.98	0.264	0.3441	$18.98	0.264	0.3441	$91.88	20	0.344127561
Roman Catholic Episcopal Corporation	CON 1 PT LOT 22	2711-040-004-04100	2.600	2.601	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.001	0.00238	$0.27	2.601	7.63498	$132.67	2.601	7.6350	$421.01	2.601	7.6350	$2,038.50	45	7.634978435
Mitchell Timothy J	CON 1 PT LOT 22	2711-040-004-04200	1.150	1.150	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	1.150	1.50061	$26.08	1.150	1.5006	$82.75	1.150	1.5006	$400.66	20	1.500608726
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	2711-040-004-04300	3.814	3.815	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	3.815	7.46624	$129.74	3.815	7.4662	$411.70	3.815	7.4662	$1,993.45	30	7.466236627
570466 Ontario Limited	CON 1 PT LOT 21	2711-040-004-04301	5.116	5.117	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.322	0.73640	$12.80	0.322	0.7364	$40.61	5.117	11.6841	$3,119.60	35	11.68411031
Mason Martha Jeanne	CON 1 PT LOT 21	2711-040-004-04303	3.067	3.068	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	3.068	6.0051	$1,603.35	30	6.005144297
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	2711-040-004-04320	0.445	0.445	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.445	0.58036	$10.08	0.445	0.5804	$32.00	0.445	0.5804	$154.95	20	0.580360948
Gibbs Irene	CON 1 PT LOT 21	2711-040-004-04400	0.442	0.442	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.442	0.7203	$192.33	25	0.720343676
Nicholls Larry James	CON 1 PT LOT 21	2711-040-004-04500	1.220	1.220	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	1.220	1.9903	$531.40	25	1.990311698
Winger Lloyd James Junior	CON 1 PT LOT 21	2711-040-004-04600	0.848	0.849	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.849	1.3842	$369.57	25	1.384168913
Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	2711-040-004-04601	0.405	0.405	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.405	0.6604	$176.31	25	0.660350473
Whisky Run Golf Club Ltd	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	2711-040-004-04700	18.771	18.777	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.008	0.01727	$1.93	0.022	0.05047	$0.88	0.022	0.0505	$2.78	18.777	42.8747	$11,447.34	35	42.8746873
Bankert David Roy	HUMBERSTONE CON 1 PT LOT 21	2711-040-004-04800	13.851	13.855	0.000	0.0000	$0.00	0.000	0.0000	$0.00	5.012	11.44514	$1,279.59	5.012	11.44514	$198.88	5.012	11.4451	$631.11	13.855	31.6372	$8,446.98	35	31.63718302
Spiteri Claudia Maria	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	2711-040-004-04802	0.681	0.681	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.681	1.1113	$296.72	25	1.111315856
Talbot Jason J	CON 1 PT LOT 21	2711-040-004-04900	0.316	0.316	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.316	0.5153	$137.58	25	0.515288126
Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	2711-040-004-05000	0.347	0.348	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.348	0.5668	$151.34	25	0.566825198
Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	2711-040-004-05100	15.395	15.399	0.000	0.0000	$0.00	0.000	0.0000	$0.00	5.194	11.85964	$1,325.93	5.194	11.85964	$206.09	5.194	11.8596	$653.96	15.399	35.1616	$9,387.99	35	35.16163013
Vale Canada Limited	CON 1 PT LOT 21	2711-040-004-05200	7.939	7.941	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.171	0.39104	$43.72	0.171	0.39104	$6.80	0.171	0.3910	$21.56	7.941	18.1326	$4,841.32	35	18.13260216
Arsenault Robert Eugene	CON 1 PT LOT 21	2711-040-004-05300	0.236	0.236	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.236	0.3855	$102.92	25	0.385481451
Perron Alysha Marie	CON 1 PT LOT 21	2711-040-004-05400	0.340	0.340	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.340	0.5549	$148.16	25	0.554916043
Peterson Chad Allan	CON 1 PT LOT 21	2711-040-004-05500	9.483	9.486	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.313	0.71456	$79.89	0.313	0.71456	$12.42	0.313	0.7146	$39.40	9.486	21.6606	$5,783.27	35	21.66057857
Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	2711-040-004-05600	3.068	3.069	0.000	0.0000	$0.00	0.975	2.2260	$423.45	1.034	2.36083	$263.94	1.034	2.36083	$41.02	1.034	2.3608	$130.18	3.069	7.0079	$1,871.08	35	7.007929828
Paxton Matthew Ryan	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	2711-040-004-05602	3.049	3.050	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.760	1.73526	$194.00	0.760	1.73526	$30.15	0.760	1.7353	$95.69	3.050	6.9649	$1,859.58	35	6.964853282
Moskalyk John Joseph	CON 1 PT LOT 21	2711-040-004-05700	6.807	6.809	0.000	0.0000	$0.00	4.537	10.3601	$1,970.76	4.537	10.36006	$1,158.27	4.537	10.36006	$180.03	4.537	10.3601	$571.28	6.809	15.5479	$4,151.21	35	15.54788542
Pace Christopher Alan	CON 1 PT LOT 21	2711-040-004-05800	1.794	1.795	0.000	0.0000	$0.00	1.795	2.9274	$556.87	1.795	2.92740	$327.29	1.795	2.92740	$50.87	1.795	2.9274	$161.42	1.795	2.9274	$781.60	25	2.927404949
Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	2711-040-004-05900	0.151	0.151	0.000	0.0000	$0.00	0.151	0.2460	$46.80	0.151	0.24605	$27.51	0.151	0.24605	$4.28	0.151	0.2460	$13.57	0.151	0.2460	$65.69	25	0.246048158
Besselink Leo	CON 1 PT LOT 21	2711-040-004-06000	0.331	0.332	0.000	0.0000	$0.00	0.332	0.5408	$102.87	0.332	0.54076	$60.46	0.332	0.54076	$9.40	0.332	0.5408	$29.82	0.332	0.5408	$144.38	25	0.540757414
Vanderhoek James Anthony	CON 1 PT LOT 21	2711-040-004-06100	0.335	0.335	0.000	0.0000	$0.00	0.335	0.5462	$103.89	0.335	0.54615	$61.06	0.335	0.54615	$9.49	0.335	0.5462	$30.12	0.335	0.5462	$145.82	25	0.546150837
Sieber Michael Joseph	CON 1 PT LOT 21	2711-040-004-06200	0.366	0.366	0.000	0.0000	$0.00	0.366	0.5973	$113.63	0.366	0.59735	$66.78	0.366	0.59735	$10.38	0.366	0.5973	$32.94	0.366	0.5973	$159.49	25	0.597347193

					Interval 1: 5+978 to 6+918			Interval 2: 2+450 to 5+978			Interval 3: 0+439 to 0+595			Interval 4: 0+020 to 0+380			Interval 5: 0+000 to 2+450			Interval 6: 0-297 to 6+918				
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Total Adjusted Area Int#1	QRF	Assessment	Total Adjusted Area Int#2	Channel Maintenance QRF	Assessment	Total Adjusted Area Int#3	Bank Erosion Works - 2007 QRF	Assessment	Total Adjusted Area Int#4	BRIP (Bank Restoration & Improvement Program) QRF	Assessment	Total Adjusted Area Int#5	Spot Maintenance QRF	Assessment	Total Adjusted Area Int#6	Outlet Improvements & Maintenance QRF	Assessment	Runoff Factor 'C'	QRF
Thalen William Douglas	CON 1 PT LOT 21	2711-040-004-06300	0.511	0.511	0.000	0.0000	$0.00	0.511	0.8330	$158.46	0.511	0.83299	$93.13	0.511	0.83299	$14.47	0.511	0.8330	$45.93	0.511	0.8330	$222.40	25	0.832992018
Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	2711-040-004-06400	0.416	0.416	0.000	0.0000	$0.00	0.416	0.6787	$129.10	0.416	0.67869	$75.88	0.416	0.67869	$11.79	0.416	0.6787	$37.42	0.416	0.6787	$181.21	25	0.678690758
Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	2711-040-004-06500	0.416	0.416	0.000	0.0000	$0.00	0.416	0.6788	$129.12	0.416	0.67878	$75.89	0.416	0.67878	$11.80	0.416	0.6788	$37.43	0.416	0.6788	$181.23	25	0.678778506
Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	2711-040-004-06600	0.416	0.416	0.000	0.0000	$0.00	0.416	0.6788	$129.12	0.416	0.67876	$75.89	0.416	0.67876	$11.79	0.416	0.6788	$37.43	0.416	0.6788	$181.23	25	0.678759537
Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	2711-040-004-06700	0.416	0.416	0.000	0.0000	$0.00	0.416	0.6787	$129.12	0.416	0.67874	$75.88	0.416	0.67874	$11.79	0.416	0.6787	$37.43	0.416	0.6787	$181.22	25	0.678743814
Riegle Colleen	CON 1 PT LOT 21	2711-040-004-06800	0.415	0.415	0.000	0.0000	$0.00	0.415	0.6768	$128.74	0.415	0.67676	$75.66	0.415	0.67676	$11.76	0.415	0.6768	$37.32	0.415	0.6768	$180.69	25	0.676764351
Bertulli David Raymond	CON 1 PT LOT 21	2711-040-004-06900	0.399	0.399	0.000	0.0000	$0.00	0.399	0.6508	$123.80	0.399	0.65081	$72.76	0.399	0.65081	$11.31	0.399	0.6508	$35.89	0.399	0.6508	$173.76	25	0.650809579
Pare Robert Laurent	CON 1 PT LOT 21	2711-040-004-07000	0.747	0.747	0.000	0.0000	$0.00	0.747	1.2187	$231.84	0.747	1.21874	$136.26	0.747	1.21874	$21.18	0.747	1.2187	$67.20	0.747	1.2187	$325.40	25	1.218741655
Dunham Traci Lynn	CON 1 PT LOT 21	2711-040-004-07100	0.111	0.111	0.000	0.0000	$0.00	0.111	0.1815	$34.52	0.111	0.18147	$20.29	0.111	0.18147	$3.15	0.111	0.1815	$10.01	0.111	0.1815	$48.45	25	0.181465924
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	2711-040-004-07200	5.648	5.650	0.000	0.0000	$0.00	5.650	12.9003	$2,453.98	5.650	12.90028	$1,442.27	5.650	12.90028	$224.17	5.650	12.9003	$711.35	5.650	12.9003	$3,444.31	35	12.90028084
White Margaret Ann	CON 1 PT LOT 22	2711-040-004-07300	9.073	9.076	0.000	0.0000	$0.00	5.147	11.7533	$2,235.78	9.076	20.72408	$2,316.99	9.076	20.72408	$360.12	9.076	20.7241	$1,142.77	9.076	20.7241	$5,533.23	35	20.72407844
White Margaret Ann	CON 1 PT LOT 22	2711-040-004-07300	5.225	5.226	0.000	0.0000	$0.00	5.147	11.7533	$2,235.78	9.076	20.72408	$2,316.99	9.076	20.72408	$360.12	9.076	20.7241	$1,142.77	5.226	11.9340	$3,186.32	35	11.93397204
Johnson David Allen	CON 1 PT LOT 22	2711-040-004-07400	0.345	0.345	0.000	0.0000	$0.00	0.345	0.5632	$107.14	0.345	0.56320	$62.97	0.345	0.56320	$9.79	0.345	0.5632	$31.06	0.345	0.5632	$150.37	25	0.56320441
Hassam Kirsten Anne	CON 1 PT LOT 22	2711-040-004-07500	0.464	0.464	0.000	0.0000	$0.00	0.464	0.7563	$143.86	0.464	0.75626	$84.55	0.464	0.75626	$13.14	0.464	0.7563	$41.70	0.464	0.7563	$201.92	25	0.756257073
Rittner Robert	CON 1 PT LOT 22	2711-040-004-07600	0.349	0.349	0.000	0.0000	$0.00	0.349	0.5700	$108.43	0.349	0.56998	$63.72	0.349	0.56998	$9.90	0.349	0.5700	$31.43	0.349	0.5700	$152.18	25	0.569979992
Pipher Eric James	CON 1 PT LOT 22	2711-040-004-07700	0.149	0.149	0.000	0.0000	$0.00	0.149	0.2424	$46.12	0.149	0.24242	$27.10	0.149	0.24242	$4.21	0.149	0.2424	$13.37	0.149	0.2424	$64.73	25	0.24242468
Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	2711-040-004-07800	7.678	7.680	0.000	0.0000	$0.00	1.230	2.8093	$534.41	7.680	17.53646	$1,960.60	7.680	17.53646	$304.73	7.680	17.5365	$967.00	7.680	17.5365	$4,682.15	35	17.53645603
PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	2711-040-004-07805	4.257	4.258	0.000	0.0000	$0.00	0.099	0.2911	$55.37	4.258	12.50159	$1,397.70	4.258	12.50159	$217.24	4.258	12.5016	$689.36	4.258	12.5016	$3,337.87	45	12.5015908
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	2711-040-004-07900	8.843	8.845	0.000	0.0000	$0.00	0.000	0.0000	$0.00	8.845	20.19740	$2,258.10	8.845	20.19740	$350.97	8.845	20.1974	$1,113.73	8.845	20.1974	$5,392.61	35	20.19740305
Beck Ronald Andrew	CON 1 PT LOT 22	2711-040-004-08000	0.149	0.149	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.149	0.24244	$27.10	0.149	0.24244	$4.21	0.149	0.2424	$13.37	0.149	0.2424	$64.73	25	0.242437043
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	2711-040-004-08100	3.525	3.526	0.000	0.0000	$0.00	0.000	0.0000	$0.00	3.526	6.90081	$771.52	3.526	6.90081	$119.92	3.526	6.9008	$380.52	3.526	6.9008	$1,842.48	30	6.9008101
Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08200	6.474	6.475	0.000	0.0000	$0.00	0.000	0.0000	$0.00	6.475	12.67367	$1,416.94	6.475	12.67367	$220.23	6.475	12.6737	$698.85	6.475	12.6737	$3,383.81	30	12.67366838
570466 Ontario Limited	CON 1 PT LOT 22	2711-040-004-08201	1.728	1.729	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.729	3.38335	$378.26	1.729	3.38335	$58.79	1.729	3.3834	$186.56	1.729	3.3834	$903.34	30	3.383350027
Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08300	3.496	3.497	0.000	0.0000	$0.00	0.000	0.0000	$0.00	3.497	6.84399	$765.17	3.497	6.84399	$118.93	3.497	6.8440	$377.39	3.497	6.8440	$1,827.31	30	6.843992721
Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	2711-040-004-08400	12.518	12.522	0.000	0.0000	$0.00	0.000	0.0000	$0.00	12.522	24.50795	$2,740.03	12.522	24.50795	$425.88	12.522	24.5079	$1,351.42	12.522	24.5079	$6,543.51	30	24.50794604
Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	2711-040-004-08600	8.439	8.441	0.000	0.0000	$0.00	0.000	0.0000	$0.00	8.441	16.52137	$1,847.12	8.441	16.52137	$287.09	8.441	16.5214	$911.02	8.441	16.5214	$4,411.13	30	16.52136599
Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	6.730	6.732	0.000	0.0000	$0.00	0.000	0.0000	$0.00	6.732	13.17561	$1,473.06	6.732	13.17561	$228.95	6.732	13.1756	$726.53	6.732	13.1756	$3,517.83	30	13.17561487
Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	10.879	10.882	0.000	0.0000	$0.00	0.000	0.0000	$0.00	6.732	13.17561	$1,473.06	6.732	13.17561	$228.95	6.732	13.1756	$726.53	10.882	21.2987	$5,686.65	30	21.29867368
PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	2711-040-004-08715	4.928	2.461	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.460	4.81514	$538.34	2.460	4.81514	$83.67	2.460	4.8151	$265.52	2.461	4.8171	$1,286.14	30	4.817077726
Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08800	0.373	0.373	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.373	0.77806	$86.99	0.373	0.77806	$13.52	0.373	0.7781	$42.90	0.373	0.7781	$207.74	32	0.778062595
Coccagna Anthony	CON 1 PT LOT 23	2711-040-004-08900	0.631	0.631	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.631	1.02959	$115.11	0.631	1.02959	$17.89	0.631	1.0296	$56.77	0.631	1.0296	$274.90	25	1.029588925
1346618 Ontario Ltd	CON 1 PT LOT 23	2711-040-004-09000	0.463	0.463	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.463	0.75504	$84.41	0.463	0.75504	$13.12	0.463	0.7550	$41.63	0.463	0.7550	$201.59	25	0.755041717
Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	2711-040-004-09100	0.201	0.201	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.201	0.32777	$36.64	0.201	0.32777	$5.70	0.201	0.3278	$18.07	0.201	0.3278	$87.51	25	0.327767097
S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	2711-040-004-09200	0.883	0.778	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.778	1.52306	$170.28	0.778	1.52306	$26.47	0.778	1.5231	$83.98	0.778	1.5236	$406.78	30	1.523550046
Favero Lidia	CON 1 PT LOT 23	2711-040-004-09300	0.202	0.202	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.202	0.32931	$36.82	0.202	0.32931	$5.72	0.202	0.3293	$18.16	0.202	0.3293	$87.93	25	0.329314786
Ed Christensen Roofing Limited	CON 1 PT LOT 23	2711-040-004-09400	0.190	0.190	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.190	0.31021	$34.68	0.190	0.31021	$5.39	0.190	0.3102	$17.11	0.190	0.3102	$82.82	25	0.310209546
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-09500	0.190	0.190	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.190	0.31022	$34.68	0.190	0.31022	$5.39	0.190	0.3102	$17.11	0.190	0.3102	$82.83	25	0.310217619
Stenson Ian John	CON 1 PT LOT 23	2711-040-004-09600	0.190	0.190	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.190	0.31022	$34.68	0.190	0.31022	$5.39	0.190	0.3102	$17.11	0.190	0.3102	$82.83	25	0.310223752
Polverari Giuseppe	CON 1 PT LOT 23	2711-040-004-09700	0.190	0.190	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.190	0.31021	$34.68	0.190	0.31021	$5.39	0.190	0.3102	$17.11	0.190	0.3102	$82.82	25	0.310208127
S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	2711-040-004-09800	6.080	5.747	0.000	0.0000	$0.00	0.000	0.0000	$0.00	5.723	11.20150	$1,252.35	5.723	11.20150	$194.65	5.723	11.2015	$617.67	5.747	11.2483	$3,003.24	30	11.24829462
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	2711-040-004-09801	2.211	2.212	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.212	12.26441	$1,371.18	2.212	12.26441	$213.12	2.212	12.2644	$676.28	2.212	12.2644	$3,274.54	85	12.26441387
Vale Canada Limited	CON 1 PT LOT 23	2711-040-004-09802	3.947	3.949	0.000	0.0000	$0.00	0.000	0.0000	$0.00	3.949	7.72822	$864.03	3.949	7.72822	$134.29	3.949	7.7282	$426.15	3.949	7.7282	$2,063.40	30	7.728223191
Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	2711-040-004-09900	12.543	12.547	0.000	0.0000	$0.00	12.547	28.6490	$5,449.79	12.547	28.64897	$3,203.00	12.547	28.64897	$497.84	12.547	28.6490	$1,579.76	12.547	28.6490	$7,649.14	35	28.64897017
Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	2711-040-004-10000	15.727	15.732	0.000	0.0000	$0.00	10.768	24.5882	$4,677.33	15.732	35.92162	$4,016.10	15.732	35.92162	$624.21	15.732	35.9216	$1,980.79	15.732	35.9216	$9,590.90	35	35.92161769
Sherry Vernon Eugene Martin	CON 2 PT LOT 21	2711-040-004-10100	4.046	4.047	0.000	0.0000	$0.00	4.047	9.2412	$1,757.93	4.047	9.24122	$1,033.18	4.047	9.24122	$160.59	4.047	9.2412	$509.58	4.047	9.2412	$2,467.36	35	9.241222442
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	2711-040-004-10101	0.121	0.121	0.000	0.0000	$0.00	0.121	0.1974	$37.55	0.121	0.19738	$22.07	0.121	0.19738	$3.43	0.121	0.1974	$10.88	0.121	0.1974	$52.70	25	0.197379983
Baillargeon Steve	CON 2 PT LOT 21	2711-040-004-10200	0.152	0.152	0.000	0.0000	$0.00	0.152	0.2475	$47.08	0.152	0.24750	$27.67	0.152	0.24750	$4.30	0.152	0.2475	$13.65	0.152	0.2475	$66.08	25	0.247501624
Dennis Wayne	CON 2 PT LOT 21	2711-040-004-10300	0.182	0.182	0.000	0.0000	$0.00	0.182	0.2975	$56.59	0.182	0.29751	$33.26	0.182	0.29751	$5.17	0.182	0.2975	$16.41	0.182	0.2975	$79.43	25	0.297507823
Huffman John Wayne	CON 2 PT LOT 21	2711-040-004-10400	0.179	0.179	0.000	0.0000	$0.00	0.109	0.1771	$33.68	0.179	0.29253	$32.71	0.179	0.29253	$5.08	0.179	0.2925	$16.13	0.179	0.2925	$78.10	25	0.292529652
Young Tammy Lynn	CON 2 PT LOT 21	2711-040-004-10500	0.212	0.212	0.000	0.0000	$0.00	0.105	0.1720	$32.71	0.212	0.34602	$38.69	0.212	0.34602	$6.01	0.212	0.3460	$19.08	0.212	0.3460	$92.38	25	0.346015329
2867781 Ontario Inc	CON 2 PT LOT 21	2711-040-004-10600	0.197	0.197	0.000	0.0000	$0.00	0.038	0.0625	$11.89	0.197	0.32194	$35.99	0.197	0.32194	$5.59	0.197	0.3219	$17.75	0.197	0.3219	$85.96	25	0.321944737
Citrigno Angela	CON 2 PT LOT 21	2711-040-004-10700	0.205	0.205	0.000	0.0000	$0.00	0.037	0.0611	$11.63	0.205	0.33437	$37.38	0.205	0.33437	$5.81	0.205	0.3344	$18.44	0.205	0.3344	$89.27	25	0.334368146
Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	2711-040-004-10705	3.953	3.954	0.000	0.0000	$0.00	2.018	4.6074	$876.46	3.954	9.02858	$1,009.41	3.954	9.02858	$156.89	3.954	9.0286	$497.85	3.954	9.0286	$2,410.59	35	9.028580771
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801 PART 3	2711-040-004-10710	2.898	2.899	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.899	6.61924	$740.04	2.899	6.61924	$115.02	2.899	6.6192	$365.00	2.899	6.6192	$1,767.31	35	6.619235985
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801 PART 2	2711-040-004-10800	4.198	4.199	0.000	0.0000	$0.00	0.000	0.0000	$0.00	4.199	9.58787	$1,071.94	4.199	9.58787	$166.61	4.199	9.5879	$528.69	4.199	9.5879	$2,559.92	35	9.587871789
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732 PART 1	2711-040-004-10810	0.406	0.407	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.407	0.66314	$74.14	0.407	0.66314	$11.52	0.407	0.6631	$36.57	0.407	0.6631	$177.06	25	0.663141423
705 Main PC Holdings Inc	CON 2 PT LOT 22 RP59R4801 PART 1	2711-040-004-10900	7.709	7.711	0.000	0.0000	$0.00	0.000	0.0000	$0.00	7.711	17.60825	$1,968.63	7.711	17.60825	$305.98	7.711	17.6082	$970.95	7.711	17.6082	$4,701.32	35	17.60824898
Hellinga Jack Simon	CON 2 PT LOT 22	2711-040-004-11000	5.409	5.411	0.000	0.0000	$0.00	0.000	0.0000	$0.00	5.411	8.82521	$986.67	5.411	8.82521	$153.36	5.411	8.8252	$486.64	5.411	8.8252	$2,356.29	25	8.825208155
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	2711-040-004-11200	1.202	1.202	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.202	1.96028	$219.16	1.202	1.96028	$34.06	1.202	1.9603	$108.09	1.202	1.9603	$523.39	25	1.960283275
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	2711-040-004-11205	1.208	1.208	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.208	1.97068	$220.32	1.208	1.97068	$34.24	1.208	1.9707	$108.67	1.208	1.9707	$526.16	25	1.97067573
Scace Wesley	CON 2 PT LOT 21	2711-040-004-11300	0.067	0.067	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.067	0.10901	$12.19	0.067	0.10901	$1.89	0.067	0.1090	$6.01	0.067	0.1090	$29.11	25	0.109013496
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	2711-040-004-11500	73.150	73.171	0.000	0.0000	$0.00	0.000	0.0000	$0.00	73.171	167.07763	$18,679.55	73.171	167.07763	$2,903.32	73.171	167.0776	$9,213.00	73.171	167.0776	$44,608.95	35	167.0776251
Parsons David Scott	CON 2 PT LOT 22	2711-040-004-11600	0.418	0.418	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.418	0.68182	$76.23	0.418	0.68182	$11.85	0.418	0.6818	$37.60	0.418	0.6818	$182.04	25	0.681821397
Leavere Larry Allan Thomas	CON 2 PT LOT 22	2711-040-004-11700	0.209	0.209	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.209	0.34099	$38.12	0.209	0.34099	$5.93	0.209	0.3410	$18.80	0.209	0.3410	$91.04	25	0.340994165
Yanni Bill	CON 2 PT LOT 22	2711-040-004-11900	0.418	0.418	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.418	0.68183	$76.23	0.418	0.68183	$11.85	0.418	0.6818	$37.60	0.418	0.6818	$182.05	25	0.6818289
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12000	0.209	0.209	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.209	0.34122	$38.15	0.209	0.34122	$5.93	0.209	0.3412	$18.82	0.209	0.3412	$91.11	25	0.341224772
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	2711-040-004-12100	0.209	0.209	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.209	0.34106	$38.13	0.209	0.34106	$5.93	0.209	0.3411	$18.81	0.209	0.3411	$91.06	25	0.341056224
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12200	0.357	0.357	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.357	0.58216	$65.09	0.357	0.58216	$10.12	0.357	0.5822	$32.10	0.357	0.5822	$155.43	25	0.58215632

					Interval 1: 5+978 to 6+918			Interval 2: 2+450 to 5+978			Interval 3: 0+439 to 0+595			Interval 4: 0+020 to 0+380			Interval 5: 0+000 to 2+450			Interval 6: 0-297 to 6+918				
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Total Adjusted Area Int#1	QRF	Assessment	Total Adjusted Area Int#2	Channel Maintenance QRF	Assessment	Total Adjusted Area Int#3	Bank Erosion Works - 2007 QRF	Assessment	Total Adjusted Area Int#4	BRIP (Bank Restoration & Improvement Program) QRF	Assessment	Total Adjusted Area Int#5	Spot Maintenance QRF	Assessment	Total Adjusted Area Int#6	Outlet Improvements & Maintenance QRF	Assessment	Runoff Factor 'C'	QRF
Boda Terry Joseph	CON 2 PT LOT 22	2711-040-004-12400	0.186	0.186	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.186	0.30303	$33.88	0.186	0.30303	$5.27	0.186	0.3030	$16.71	0.186	0.3030	$80.91	25	0.303028938
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	2711-040-004-12600	12.728	12.732	0.000	0.0000	$0.00	8.620	19.6827	$3,744.17	12.732	29.07222	$3,250.32	12.732	29.07222	$505.19	12.732	29.0722	$1,603.10	12.732	29.0722	$7,762.15	35	29.07221539
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	12.623	12.627	0.000	0.0000	$0.00	2.473	5.6465	$1,074.11	12.627	28.83250	$3,223.52	12.627	28.83250	$501.02	12.627	28.8325	$1,589.88	12.627	28.8325	$7,698.14	35	28.83249669
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	26.275	22.193	0.000	0.0000	$0.00	2.473	5.6465	$1,074.11	12.627	28.83250	$3,223.52	12.627	28.83250	$501.02	12.627	28.8325	$1,589.88	22.193	50.6755	$13,530.13	35	50.67553404
Elite Cap PC Holdings Inc	CON 2 PT LOT 23	2711-040-004-12800	0.363	0.363	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.363	0.71104	$79.50	0.363	0.71104	$12.36	0.363	0.7110	$39.21	0.363	0.7110	$189.84	30	0.711040426
NCDSB	CON 2 PT LOT 23	2711-040-004-12900	5.945	5.947	0.000	0.0000	$0.00	0.000	0.0000	$0.00	5.947	11.63961	$1,301.33	5.947	11.63961	$202.26	5.947	11.6396	$641.83	5.947	11.6396	$3,107.72	30	11.63961171
Dyson Patrick James	CON 2 PT LOT 23	2711-040-004-13000	0.176	0.176	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.176	0.28690	$32.08	0.176	0.28690	$4.99	0.176	0.2869	$15.82	0.176	0.2869	$76.60	25	0.286899799
Dyson Mary Lynn	CON 2 PT LOT 23	2711-040-004-13100	0.181	0.182	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.182	0.29611	$33.11	0.182	0.29611	$5.15	0.182	0.2961	$16.33	0.182	0.2961	$79.06	25	0.296107463
Hortobagyi Zoltan	CON 2 PT LOT 23	2711-040-004-13200	0.186	0.186	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.186	0.30304	$33.88	0.186	0.30304	$5.27	0.186	0.3030	$16.71	0.186	0.3030	$80.91	25	0.303038528
Wakunick Deborah Ivy	CON 2 PT LOT 24	2711-040-004-13300	0.580	0.085	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.085	0.13916	$15.56	0.085	0.13916	$2.42	0.085	0.1392	$7.67	0.085	0.1392	$37.17	25	0.139197956
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	2711-040-004-13400	0.852	0.424	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.424	0.69202	$77.37	0.424	0.69202	$12.03	0.424	0.6920	$38.16	0.424	0.6920	$184.77	25	0.692016028
Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	2711-040-004-13401	11.176	7.409	0.000	0.0000	$0.00	0.000	0.0000	$0.00	7.409	16.91815	$1,891.48	7.409	16.91815	$293.99	7.409	16.9182	$932.90	7.409	16.9182	$4,517.07	35	16.91815013
Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	2711-040-004-13410	10.113	9.878	0.000	0.0000	$0.00	0.000	0.0000	$0.00	9.878	22.55615	$2,521.81	9.878	22.55615	$391.96	9.878	22.5561	$1,243.79	9.878	22.5561	$6,022.39	35	22.55614812
Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	2711-040-004-13435	4.016	0.533	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.533	1.21684	$136.04	0.533	1.21684	$21.15	0.533	1.2168	$67.10	0.533	1.2168	$324.89	35	1.216839661
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	2711-040-004-14000	65.927	3.313	0.000	0.0000	$0.00	0.000	0.0000	$0.00	3.313	7.56578	$845.87	3.313	7.56578	$131.47	3.313	7.5658	$417.19	3.313	7.5658	$2,020.03	35	7.565783994
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-040-004-14120	31.214	0.929	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.929	2.12015	$237.04	0.929	2.12015	$36.84	0.929	2.1201	$116.91	0.929	2.1201	$566.07	35	2.120145874
Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	2711-040-004-17902	0.580	0.580	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.000	0.00000	$0.00	0.000	0.00000	$0.00	0.000	0.0000	$0.00	0.580	0.7573	$202.19	20	0.757274879
PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.603	1.603	0.000	0.0000	$0.00	0.118	0.6154	$117.07	0.287	1.49570	$167.22	0.287	1.49570	$25.99	0.287	1.4957	$82.48	1.603	8.3651	$2,233.43	80	8.365062414
PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.010	1.011	0.000	0.0000	$0.00	0.118	0.6154	$117.07	0.287	1.49570	$167.22	0.287	1.49570	$25.99	0.287	1.4957	$82.48	1.011	5.2753	$1,408.47	80	5.275257914
Matej Dimitrov	CON 3 PT LOT 17	2711-040-005-01700	1.206	0.665	0.665	1.0843	$0.00	0.665	1.0843	$206.26	0.665	1.08427	$121.22	0.665	1.08427	$18.84	0.665	1.0843	$59.79	0.665	1.0843	$289.49	25	1.084265819
Huffman Audrey Ferne	CON 3 PT LOT 17	2711-040-005-01800	4.752	1.528	1.528	3.4896	$0.00	1.528	3.4896	$663.82	1.528	3.48965	$390.15	1.528	3.48965	$60.64	1.528	3.4896	$192.43	1.528	3.4896	$931.72	35	3.489649457
Larocque Lucille	CON 3 PT LOT 17	2711-040-005-02301	0.968	0.042	0.042	0.0683	$0.00	0.042	0.0678	$12.89	0.042	0.06835	$7.64	0.042	0.06835	$1.19	0.042	0.0683	$3.77	0.042	0.0683	$18.25	25	0.068347316
Tice George Edward	CON 3 S PT LOT 17	2711-040-005-02400	20.160	15.844	15.838	36.1649	$0.00	15.843	36.1765	$6,881.74	15.844	36.17752	$4,044.71	15.844	36.17752	$628.66	15.844	36.1775	$1,994.90	15.844	36.1775	$9,659.23	35	36.1775226
Larocque Yvon	CON 3 PT LOT 17	2711-040-005-02500	0.350	0.251	0.251	0.4094	$0.00	0.251	0.4094	$77.89	0.251	0.40944	$45.78	0.251	0.40944	$7.11	0.251	0.4094	$22.58	0.251	0.4094	$109.32	25	0.409441706
McIntyre David John	CON 3 N PT LOT 17	2711-040-005-03100	18.043	2.845	2.838	6.4794	$0.00	2.838	6.4794	$1,232.56	2.845	6.49657	$726.33	2.845	6.49657	$112.89	2.845	6.4966	$358.23	2.845	6.4966	$1,734.55	35	6.496568769
Fritz Julius	CON 3 PT LOT 18	2711-040-005-04500	24.450	13.612	13.589	31.0281	$0.00	13.594	31.0408	$5,904.78	13.612	31.08112	$3,474.92	13.612	31.08112	$540.10	13.612	31.0811	$1,713.88	13.612	31.0811	$8,298.51	35	31.08111758
2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	2711-040-005-04505	0.673	0.673	0.673	1.0977	$0.00	0.673	1.0977	$208.81	0.673	1.09770	$122.73	0.673	1.09770	$19.07	0.673	1.0977	$60.53	0.673	1.0977	$293.08	25	1.097703612
1374894 Ontario Inc	CON 3 N PT LOT 18	2711-040-005-04700	36.369	36.379	36.379	83.0677	$0.00	36.379	83.0677	$15,801.68	36.379	83.06773	$9,287.11	36.379	83.06773	$1,443.48	36.379	83.0677	$4,580.52	36.379	83.0677	$22,178.70	35	83.06772898
Tsouskalas Harry	CON 3 S PT LOT 18	2711-040-005-04800	4.163	4.164	4.164	9.5092	$0.00	4.164	9.5092	$1,808.91	4.164	9.50922	$1,063.15	4.164	9.50922	$165.24	4.164	9.5092	$524.36	4.164	9.5092	$2,538.92	35	9.509218683
Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	2711-040-005-05105	1.145	0.131	0.131	0.2135	$0.00	0.131	0.2135	$40.61	0.131	0.21348	$23.87	0.131	0.21348	$3.71	0.131	0.2135	$11.77	0.131	0.2135	$57.00	25	0.213475865
Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	2711-040-005-05110	0.531	0.492	0.492	0.8027	$0.00	0.492	0.8027	$152.70	0.492	0.80272	$89.75	0.492	0.80272	$13.95	0.492	0.8027	$44.26	0.492	0.8027	$214.32	25	0.80272286
Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	2711-040-005-05120	0.531	0.497	0.497	0.8112	$0.00	0.497	0.8112	$154.30	0.497	0.81116	$90.69	0.497	0.81116	$14.10	0.497	0.8112	$44.73	0.497	0.8112	$216.58	25	0.811158653
De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	2711-040-005-05130	0.531	0.503	0.503	0.8196	$0.00	0.503	0.8196	$155.91	0.503	0.81960	$91.63	0.503	0.81960	$14.24	0.503	0.8196	$45.19	0.503	0.8196	$218.83	25	0.819599991
Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	2711-040-005-05140	0.531	0.242	0.242	0.3945	$0.00	0.242	0.3945	$75.05	0.242	0.39453	$44.11	0.242	0.39453	$6.86	0.242	0.3945	$21.75	0.242	0.3945	$105.34	25	0.394525118
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	2711-040-005-06400	42.374	38.250	36.956	84.3849	$0.00	36.966	84.4082	$16,056.67	38.250	87.34080	$9,764.85	38.250	87.34080	$1,517.73	38.250	87.3408	$4,816.15	38.250	87.3408	$23,319.59	35	87.34080432
Koch Olga	CON 3 LOT 19CPT	2711-040-005-06500	25.612	0.224	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.224	0.36584	$40.90	0.224	0.36584	$6.36	0.224	0.3658	$20.17	0.224	0.3658	$97.68	25	0.36583816
Kozelj Stif	CON 3 PT LOT 20	2711-040-005-06600	0.799	0.079	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.079	0.12911	$14.43	0.079	0.12911	$2.24	0.079	0.1291	$7.12	0.079	0.1291	$34.47	25	0.129108753
Orsetto Aldo	CON 3 PT LOT 20	2711-040-005-06700	17.057	17.062	12.824	29.2821	$0.00	12.856	29.3556	$5,584.20	17.062	38.95939	$4,355.72	17.062	38.95939	$677.00	17.062	38.9594	$2,148.30	17.062	38.9594	$10,401.98	35	38.95939007
Forsey Cynthia Lynn	CON 3 PT LOT 20	2711-040-005-06701	0.186	0.186	0.186	0.3030	$0.00	0.186	0.3030	$57.64	0.186	0.30300	$33.88	0.186	0.30300	$5.27	0.186	0.3030	$16.71	0.186	0.3030	$80.90	25	0.303001749
Currie Michael Bruce	CON 3 PT LOT 20	2711-040-005-06702	0.195	0.085	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.085	0.13917	$15.56	0.085	0.13917	$2.42	0.085	0.1392	$7.67	0.085	0.1392	$37.16	25	0.139169919
Fijavz David	CON 3 PT LOT 20	2711-040-005-06703	2.545	0.334	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.334	0.54396	$60.82	0.334	0.54396	$9.45	0.334	0.5440	$30.00	0.334	0.5440	$145.24	25	0.543962753
Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	2711-040-005-06710	0.405	0.211	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.211	0.34486	$38.56	0.211	0.34486	$5.99	0.211	0.3449	$19.02	0.211	0.3449	$92.08	25	0.344864039
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240 PART 1	2711-040-005-06800	4.047	0.271	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.271	0.44133	$49.34	0.271	0.44133	$7.67	0.271	0.4413	$24.34	0.271	0.4413	$117.83	25	0.441325146
Henderson David Marshall	CON 3 PT LOT 20	2711-040-005-06801	15.665	15.670	4.658	10.6367	$0.00	4.658	10.6367	$2,023.39	15.670	35.78006	$4,000.27	15.670	35.78006	$621.75	15.670	35.7801	$1,972.99	15.670	35.7801	$9,553.11	35	35.78005586
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	2711-040-005-06900	15.608	15.252	0.000	0.0000	$0.00	0.000	0.0000	$0.00	15.252	34.82546	$3,893.54	15.252	34.82546	$605.17	15.252	34.8255	$1,920.35	15.252	34.8255	$9,298.24	35	34.82546483
Wagner Dan Patrick	CON 3 PT LOT 21	2711-040-005-07400	4.177	3.050	0.000	0.0000	$0.00	0.000	0.0000	$0.00	3.050	6.96480	$778.68	3.050	6.96480	$121.03	3.050	6.9648	$384.05	3.050	6.9648	$1,859.57	35	6.964795215
Stovell David Alan	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	2711-040-005-07500	2.020	1.238	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.238	2.01987	$225.83	1.238	2.01987	$35.10	1.238	2.0199	$111.38	1.238	2.0199	$539.30	25	2.01987292
Sidhu Navreet	CON 3 S PT LOT 21 S PT LOT 22	2711-040-005-08100	12.492	7.613	0.000	0.0000	$0.00	0.000	0.0000	$0.00	7.613	17.38373	$1,943.53	7.613	17.38373	$302.08	7.613	17.3837	$958.57	7.613	17.3837	$4,641.37	35	17.3837255
Henderson Drew David	CON 3 PT LOT 22	2711-040-005-08301	2.448	1.055	0.000	0.0000	$0.00	0.000	0.0000	$0.00	1.055	2.40851	$269.28	1.055	2.40851	$41.85	1.055	2.4085	$132.81	1.055	2.4085	$643.06	35	2.408510797
Beaulieu George E	CON 3 E PT LOT 23	2711-040-005-08900	0.403	0.388	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.388	0.63234	$70.70	0.388	0.63234	$10.99	0.388	0.6323	$34.87	0.388	0.6323	$168.83	25	0.632336009
Garner Mark Edward	CON 3 PT LOT 23	2711-040-005-09100	0.379	0.346	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.346	0.56486	$63.15	0.346	0.56486	$9.82	0.346	0.5649	$31.15	0.346	0.5649	$150.81	25	0.564856923
Joseph Grandilli	CON 3 PT LOT 23	2711-040-005-09300	0.126	0.082	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.082	0.13432	$15.02	0.082	0.13432	$2.33	0.082	0.1343	$7.41	0.082	0.1343	$35.86	25	0.134318607
Stefan John	CON 3 PT LOT 23	2711-040-005-09400	0.152	0.016	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.016	0.02675	$2.99	0.016	0.02675	$0.46	0.016	0.0267	$1.47	0.016	0.0267	$7.14	25	0.026748302
Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	2711-040-005-10100	0.220	0.001	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.001	0.00135	$0.15	0.001	0.00135	$0.02	0.001	0.0014	$0.07	0.001	0.0014	$0.36	25	0.001351316
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	2711-040-005-10200	0.610	0.208	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.208	0.33991	$38.00	0.208	0.33991	$5.91	0.208	0.3399	$18.74	0.208	0.3399	$90.75	25	0.339908066
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	2711-040-005-10202	0.417	0.417	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.417	0.68030	$76.06	0.417	0.68030	$11.82	0.417	0.6803	$37.51	0.417	0.6803	$181.64	25	0.680302202
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	2711-040-005-10204	0.777	0.605	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.605	0.98705	$110.35	0.605	0.98705	$17.15	0.605	0.9870	$54.43	0.605	0.9870	$263.54	25	0.987049363
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	2711-040-005-10206	0.735	0.597	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.597	0.97412	$108.91	0.597	0.97412	$16.93	0.597	0.9741	$53.72	0.597	0.9741	$260.09	25	0.974120752
Schneider Darryl Frederick	CON 3 PT LOT 23	2711-040-005-10801	2.825	2.252	0.000	0.0000	$0.00	0.000	0.0000	$0.00	2.252	5.14130	$574.81	2.252	5.14130	$89.34	2.252	5.1413	$283.50	2.252	5.1413	$1,372.70	35	5.141304079
Zonneveld Bastian	CON 3 PT LOT 24	2711-040-005-10900	0.191	0.103	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.103	0.16773	$18.75	0.103	0.16773	$2.91	0.103	0.1677	$9.25	0.103	0.1677	$44.78	25	0.167732578
Terreberry Jack	CON 3 PT LOT 24	2711-040-005-11000	0.291	0.144	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.144	0.23510	$26.28	0.144	0.23510	$4.09	0.144	0.2351	$12.96	0.144	0.2351	$62.77	25	0.235099272
Bacon Matthew Steven	CON 3 PT LOT 24	2711-040-005-11300	0.566	0.347	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.347	0.56629	$63.31	0.347	0.56629	$9.84	0.347	0.5663	$31.23	0.347	0.5663	$151.20	25	0.56628731
Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11400	0.164	0.099	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.099	0.16093	$17.99	0.099	0.16093	$2.80	0.099	0.1609	$8.87	0.099	0.1609	$42.97	25	0.160932319
Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11500	0.129	0.029	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.029	0.04689	$5.24	0.029	0.04689	$0.81	0.029	0.0469	$2.59	0.029	0.0469	$12.52	25	0.046891576

Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Interval 1: 5+978 to 6+918 Total Adjusted Area Int#1	QRF	Assessment	Interval 2: 2+450 to 5+978 Total Adjusted Area Int#2	Channel Maintenance QRF	Assessment	Interval 3: 0+439 to 0+595 Total Adjusted Area Int#3	Bank Erosion Works - 2007 QRF	Assessment	Interval 4: 0+020 to 0+380 Total Adjusted Area Int#4	BRIP (Bank Restoration & Improvement Program) QRF	Assessment	Interval 5: 0+000 to 2+450 Total Adjusted Area Int#5	Spot Maintenance QRF	Assessment	Interval 6: 0-297 to 6+918 Total Adjusted Area Int#6	Outlet Improvements & Maintenance QRF	Assessment	Runoff Factor 'C'	QRF
Medvic Peter James	CON 3 PT LOT 24	2711-040-005-11600	0.355	0.356	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.356	0.57985	$64.83	0.356	0.57985	$10.08	0.356	0.5799	$31.97	0.356	0.5799	$154.82	25	0.579850005
McIntyre Shelly	CON 3 PT LOT 24	2711-040-005-11700	0.191	0.191	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.191	0.31169	$34.85	0.191	0.31169	$5.42	0.191	0.3117	$17.19	0.191	0.3117	$83.22	25	0.311689694
PC City Hall	59R11175 PART 1 59R11176 PARTS 1 TO 7 59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	2711-040-006-99500	3.288	0.815	0.000	0.0000	$0.00	0.000	0.0000	$0.00	0.815	4.25339	$475.54	0.815	4.25339	$73.91	0.815	4.2534	$234.54	0.815	4.2535	$1,135.67	80	4.25352775
						412.736	**$0.00**		1069.161	**$203,382.83**		1984.983	**$221,924.32**		2011.673	**$ 34,957**		2011.673	**$110,927.77**		2331.204	**$622,420.55**		2332.806032
				1046.533																				
Roads																								
City of Port Colborne	Carl Rd From Second Concession Rd To Chippawa Rd			2.4131		13.38160	$0.00		13.38160	$2,545.54		13.38160	$1,496.09		13.38160	$232.53		13.38160	$737.89		13.3816	$3,572.83	85	13.38160474
City of Port Colborne	Second Concession Rd From Carl Rd To Miller Rd			1.6731		9.27801	$0.00		9.27801	$1,764.92		9.27801	$1,037.30		9.27801	$161.22		9.27801	$511.61		9.2780	$2,477.19	85	9.27800874
City of Port Colborne	Snider Rd From Second Concession Rd To Chippawa Rd			0.0715		0.00000	$0.00		0.00000	$0.00		0.39650	$44.33		0.39650	$6.89		0.39650	$21.86		0.3965	$105.86	85	0.3964961
City of Port Colborne	Chippawa Rd From Snider rd To Babion Rd			0.1328		0.00000	$0.00		0.00000	$0.00		0.73643	$82.33		0.73643	$12.80		0.73643	$40.61		0.7364	$196.62	85	0.73642912
City of Port Colborne	Babion Rd From Second Concession Rd To Chippawa Rd			1.4336		0.00000	$0.00		0.00000	$0.00		7.94989	$888.81		7.94989	$138.15		7.94989	$438.37		7.9499	$2,122.58	85	7.94988544
City of Port Colborne	Chippawa Rd From Babion Rd To Carl rd			0.5891		0.00000	$0.00		0.00000	$0.00		3.26680	$365.23		3.26680	$56.77		3.26680	$180.14		3.2668	$872.22	85	3.26679514
City of Port Colborne	Second Concession Rd From Chippawa Rd To Carl Rd			4.5466		5.85705	$0.00		5.85816	$1,114.38		25.21272	$2,818.82		25.21272	$438.12		25.21272	$1,390.28		25.2127	$6,731.68	85	25.21271564
City of Port Colborne	Reuter Rd From Lake Erie To Durham St			1.4966		0.00000	$0.00		0.00000	$0.00		7.87170	$880.07		7.87170	$136.79		8.29925	$457.64		8.2992	$2,215.86	85	8.29924564
City of Port Colborne	Lakeshore Rd E From Reuter Rd To Snider Rd			0.726		0.00000	$0.00		0.00000	$0.00		4.02596	$450.11		4.02596	$69.96		4.02596	$222.00		4.0260	$1,074.91	85	4.0259604
City of Port Colborne	Snider Rd From Highway #3 To Second Concessions Rd			2.0239		0.00000	$0.00		0.00000	$0.00		9.90294	$1,107.17		9.90294	$172.08		9.90294	$546.07		9.9029	$2,644.04	75	9.9029427
City of Port Colborne	Snider Rd From Killaly St E To Highway #3			2.0275		0.00000	$0.00		0.00000	$0.00		11.24330	$1,257.02		11.24330	$195.38		11.24330	$619.98		11.2433	$3,001.91	85	11.2432985
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd			3.1333		0.00000	$0.00		10.32276	$1,963.66		17.37540	$1,942.60		17.37540	$301.93		17.37540	$958.12		17.3754	$4,639.15	85	17.37540182
City of Port Colborne	Lorraine Rd From Killaly St E To Highway #3			1.7385		0.00000	$0.00		9.45657	$1,798.89		12.59471	$1,408.11		12.59471	$218.86		9.64068	$531.61		9.6407	$2,574.02	85	9.6406779
City of Port Colborne	Babion Rd From Highway #3 To Second Concession Rd			2.2712		0.00000	$0.00		9.45657	$1,798.89		12.59471	$1,408.11		12.59471	$218.86		12.59471	$694.50		12.5947	$3,362.73	85	12.59471248
City of Port Colborne	Killaly St E - North Easement From Weaver Rd To Miller Rd			0.0903		0.00000	$0.00		0.50075	$95.26		0.50075	$55.98		0.50075	$8.70		0.50075	$27.61		0.5007	$133.70	85	0.50074962
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd			2.7402		0.00000	$0.00		15.19551	$2,890.59		15.19551	$1,698.88		15.19551	$264.05		15.19551	$837.91		15.1955	$4,057.13	85	15.19550508
City of Port Colborne	Weaver Rd From Killaly St E To Highway #3			1.216		0.00000	$0.00		6.74321	$1,282.74		6.74321	$753.90		6.74321	$117.18		6.74321	$371.83		6.7432	$1,800.40	85	6.7432064
City of Port Colborne	Weaver Rd From Friendship Trail To Killaly St E			0.9939		0.00000	$0.00		4.81119	$915.22		4.81008	$537.77		4.81008	$83.59		5.51157	$303.92		5.5116	$1,471.56	85	5.51157306
City of Port Colborne	Snider Rd From Lake Erie To Killaly St E			4.8075		0.00000	$0.00		0.00000	$0.00		22.04590	$2,464.77		23.52016	$408.71		23.52310	$1,297.11		23.5231	$6,280.56	75	23.5230975
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E			3.854		0.00000	$0.00		3.54906	$675.12		3.54906	$396.79		3.54906	$61.67		21.37197	$1,178.49		21.3720	$5,706.22	85	21.3719716
City of Port Colborne	Lakeshore Rd E From Snider Rd To Lorraine Rd			1.7236		0.00000	$0.00		0.00000	$0.00		0.00000	$0.00		5.95354	$103.46		9.55805	$527.05		9.5581	$2,551.96	85	9.55805144
MTO	Highway #3 From Elizabeth St To Babion Rd			2.8221		0.00000	$0.00		0.00000	$0.00		17.49081	$1,955.50		17.49081	$303.94		17.49081	$964.48		17.4908	$4,669.97	95	17.49081138
MTO	Highway #3 From Babion Rd To Weaver Rd			1.9479		0.00000	$0.00		9.72559	$1,850.06		12.07269	$1,349.75		12.07269	$209.79		12.07269	$665.71		12.0727	$3,223.35	95	12.07269462
MTO	Highway #3 From Weaver Rd To Miller Rd			1.2077		0.00000	$0.00		7.35865	$1,399.81		7.36051	$822.92		7.36051	$127.90		7.48508	$412.74		7.4851	$1,998.48	95	7.48508306
						28.517	**$0.00**		**105.638**	**$20,095.07**		**225.599**	**$25,222.36**		**233.027**	**$ 4,049**		**252.757**	**$13,937.53**		**252.757**	**$67,484.92**		252.7569181
				43.267		**441.253**	**$0.00**		**1174.799**	**$223,477.90**		**2210.582**	**$247,146.68**		**2244.700**	**$39,006.36**		**2264.430**	**$124,865.30**		**2583.961**	**$689,905.47**		**2585.563**

Bower Drain Branch #1

Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Runoff Factor 'C'	QRF
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636	271104000409801	409801	2.2116	65	9.38
City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	699500	0.1737	35	0.40
Vale Canada Limited	CON 1 PT LOT 23	271102000718201	718201	2.5985	65	11.02
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	408700	3.0301	25	4.94
				8.014		
Roads						
City of Port Colborne	Reuter Rd From Lake Erie To Durham St			0.2773	85	1.92
				0.277		
				8.291		**27.657**

Wignell Branch Drain #2

Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Runoff Factor 'C'	QRF
Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	405800	0.1384	25	0.23
Thalen William Douglas	CON 1 PT LOT 21	271104000406300	406300	0.0676	25	0.11

Owner	Legal_Txt	Roll No	Land Area	Area in Drain	Interval 1: 5+978 to 6+918			Interval 2: 2+450 to 5+978			Interval 3: 0+439 to 0+595			Interval 4: 0+020 to 0+380			Interval 5: 0+000 to 2+450			Interval 6: 0-297 to 6+918			Runoff Factor 'C'	QRF
					Total Adjusted Area Int#1	QRF	Assessment	Total Adjusted Area Int#2	Channel Maintenance QRF	Assessment	Total Adjusted Area Int#3	Bank Erosion Works - 2007 QRF	Assessment	Total Adjusted Area Int#4	BRIP (Bank Restoration & Improvement Program) QRF	Assessment	Total Adjusted Area Int#5	Spot Maintenance QRF	Assessment	Total Adjusted Area Int#6	Outlet Improvements & Maintenance QRF	Assessment		
			Ha	Ha																				
Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550	271104000406400	406400	0.1884																			25	0.31
Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325	271104000406500	406500	0.232																			25	0.38
Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702	271104000406600	406600	0.2663																			25	0.43
Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702	271104000406700	406700	0.3055																			25	0.50
Riegle Colleen	CON 1 PT LOT 21	271104000406800	406800	0.3654																			25	0.60
Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	406900	0.3944																			25	0.64
Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	407000	0.7472																			25	1.22
Dunham Traci Lynn	CON 1 PT LOT 21	271104000407100	407100	0.1113																			25	0.18
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	271104000407200	407200	2.7102																			35	6.19
Hurkmans Robert William	CON 2 PT LOT 21	271104000409900	409900	12.5466																			35	28.65
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	410000	10.7611																			35	24.57
Sherry Vernob Eugene Martin	CON 2 PT LOT 21	271104000410100	410100	4.0471																			35	9.24
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410101	410101	0.121																			25	0.20
Rottier Matthew	CON 2 PT LOT 21	271104000410200	410200	0.1517																			25	0.25
Dennis Wayne	CON 2 PT LOT 21	271104000410300	410300	0.1824																			25	0.30
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	410400	0.1081																			25	0.18
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	410500	0.105																			25	0.17
Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	410600	0.038																			25	0.06
Citrigno Angela	CON 2 PT LOT 21	271104000410700	410700	0.0374																			25	0.06
Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	410705	2.0105																			35	4.59
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	412600	8.6146																			35	19.67
Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	412700	2.4726																			35	5.65
				46.723																				
Roads																								
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd			1.3756																			85	7.63
City of Port Colborne	Babion Rd From Killaly St E To Highway #3			0.8521																			85	4.73
				2.228																				
				48.951																				**116.718**

Wignell Branch Drain #3

Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Runoff Factor 'C'	QRF
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20	271104000315700	315700	25.1839	35	57.50
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	315702	1.3548	25	2.21
Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20	271104000315705	315705	0.9362	25	1.53
Watson Carol Ann	CON 2 PT LOT 20	271104000315900	315900	0.3731	25	0.61
Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	316000	0.1245	25	0.20
Lee Derek	CON 2 PT LOT 20	271104000316100	316100	0.3439	25	0.56
Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	317710	1.8461	35	4.22
Quesnelle Andrew	CON 1 PT LOT 20 PLAN 59R	271104000317800	317800	0.582	25	0.95
				30.745		
Roads						
City of Port Colborne	Babion Rd From Killaly St E To Highway #3			0.8469	85	4.70
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd			0.4685	85	2.60
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E			0.0012	85	0.01
MTO	Highway #3 From Babion Rd To Weaver Rd			0.2711	95	1.68
				1.588		
				32.332		**76.760**

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Section 24 Special Benefit

Wignell Drain

Owner	Legal_Txt	Roll No	ARN ABBREV	Area Ha	Interval 1: 5+978 to 6+918 Wignell Re-Alignment	Interval 2: 2+450 to 5+978 Channel Maintenance	Interval 3: 0+439 to 0+595 Bank Erosion Works - 2007	Interval 4: 0+020 to 0+380 BRIP (Bank Restoration & Improvement Program)	Interval 5: 0+000 to 2+450 Spot Maintenance	Interval 6: 0-297 to 6+918 Outlet Improvements & Maintenance	Channel Works	Culvert Works	Erosion Control	Other Works	Construction Sub-Total	Construction Admin Fee Allocation	Construction Total	Portion of Eng & Admin	TOTAL Special Benefit
City of Port Colborne - Lands Assessed															$ -		$ -		$ -
Port Colborne Quarries Inc	CON 2 PT LOT 18	2711-040-003-11200		19.989	$ 167,465.41						$ 87,762.50				$ 87,762.50	$ 27,860.52	$ 115,623.02	$ 53,267.39	$ 167,465.41
Fehrman John Paul	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411	2711-040-003-11500		14.086		$ 18,021.00						$ 15,521.00			$ 15,521.00		$ 15,521.00	$ 2,500.00	$ 18,021.00
MacNeil Robert Joseph F	CON 1 PT LOT 22	2711-040-004-00900		0.400				$ 6,150.37			$1,971.20		$3,149.74		$ 5,120.94		$ 5,120.94	$ 1,029.43	$ 6,150.37
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03720		6.459			$ 20,143.44						$20,143.44		$ 20,143.44		$ 20,143.44	$ -	$ 20,143.44
Arnold Alicia	CON 1 PT LOT 22	2711-040-004-03800		0.380			$ 19,283.38						$19,283.38		$ 19,283.38		$ 19,283.38	$ -	$ 19,283.38
				1046.533															**$ 231,063.60**
Roads																			
City of Port Colborne	Carl Rd From Second Concession Rd To Chippawa Rd			2.4131															
City of Port Colborne	Second Concession Rd From Carl Rd To Miller Rd			1.6731															
City of Port Colborne	Snider Rd From Second Concession Rd To Chippawa Rd			0.0715															
City of Port Colborne	Chippawa Rd From Snider rd To Babion Rd			0.1328															
City of Port Colborne	Babion Rd From Second Concession Rd To Chippawa Rd			1.4336															
City of Port Colborne	Chippawa Rd From Babion Rd To Carl rd			0.5891															
City of Port Colborne	Second Concession Rd From Chippawa Rd To Carl Rd			4.5466															
City of Port Colborne	Reuter Rd From Lake Erie To Durham St			1.4966															
City of Port Colborne	Lakeshore Rd E From Reuter Rd To Snider Rd			0.726															
City of Port Colborne	Snider Rd From Highway #3 To Second Concessions Rd			2.0239															
City of Port Colborne	Snider Rd From Killaly St E To Highway #3			2.0275															
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd			3.1333															
City of Port Colborne	Lorraine Rd From Killaly St E To Highway #3			1.7385															
City of Port Colborne	Babion Rd From Highway #3 To Second Concession Rd			2.2712															
City of Port Colborne	Killaly St E - North Easement From Weaver Rd To Miller Rd			0.0903															
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd			2.7402															
City of Port Colborne	Weaver Rd From Killaly St E To Highway #3			1.216															
City of Port Colborne	Weaver Rd From Friendship Trail To Killaly St E			0.9939															
City of Port Colborne	Snider Rd From Lake Erie To Killaly St E			4.8075			$ 3,989.05						$3,470.40		$ 3,470.40		$ -	$ 3,989.05	$ 3,989.05
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E			3.854															
City of Port Colborne	Lakeshore Rd E From Snider Rd To Lorraine Rd			1.7236															
MTO	Highway #3 From Elizabeth St To Babion Rd			2.8221															
MTO	Highway #3 From Babion Rd To Weaver Rd			1.9479															
MTO	Highway #3 From Weaver Rd To Miller Rd			1.2077															
				43.267															**$ 3,989.05**

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Section 26 - Special Assessments

As per Section 26 of the Drainage Act, the following costs are to be charged directly to the Road Authorities listed as SPECIAL ASSESSMENTS.

Interval 1: 5+978 to 6+918

Wignell Re-Alignment

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
		$0.00	$0.00				$ -	$ -	$ -
									$ -
Regional Municipality of Niagara									$ -
	No roads assessed during design.						$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
	No special assessments during design.						$ -		$ -
									$ -
Utilities - Enbridge									$ -
	No conflicts assessed during design.	$0.00					$ -		$ -
									$ -
Utilities - Other									$ -
	Protect existing Bell line in place or relocate at depth further south	$ 7,930.00					$ 7,930	$ 1,983	$ 9,913
	Existing underground power supply to 1645 Second Concession Rd. to be re-located under drain crossing.								$ -
									$ -
									$ 9,913

Interval 2: 2+450 to 5+978

Channel Maintenance

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
			$ -				$ -	$ -	$ -
									$ -
Regional Municipality of Niagara									$ -
	No roads assessed during design.						$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
	No special assessments during design.						$ -		$ -
									$ -
Utilities - Enbridge									$ -
	No conflicts assessed during design.	$ -					$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ -

Interval 3: 0+439 to 0+595

Bank Erosion Works - 2007

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
	2007 Erosion Works - Bank Protection Construction-Snider Road ROW		$ 3,989				$ 3,989	$ -	$ 3,989
									$ -
Regional Municipality of Niagara									$ -
	No roads assessed during design.						$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
	No special assessments during design.						$ -		$ -
									$ -
Utilities - Enbridge									$ -
	No conflicts assessed during design.	$ -					$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ 3,989

Interval 4: 0+020 to 0+380

BRIP (Bank Restoration & Improvement Program)

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
		$ -					$ -	$ -	$ -
									$ -
Regional Municipality of Niagara									$ -
							$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
							$ -		$ -
									$ -
Utilities - Enbridge									$ -
							$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ -

Interval 5: 0+000 to 2+450

Spot Maintenance

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
		$ -					$ -	$ -	$ -
									$ -
Regional Municipality of Niagara									$ -
							$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
							$ -		$ -
									$ -
Utilities - Enbridge									$ -
							$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ -

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ -

Interval 6: 0-297 to 6+918

Outlet Improvements & Maintenance

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
		$ -		$ -			$ -	$ -	$ -
									$ -
Regional Municipality of Niagara									$ -
							$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
							$ -		$ -
									$ -
Utilities - Enbridge									$ -
							$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ -

Bower Branch Drain#1

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
	Resor Rd. maintenance works as required within ROW	$ 900	$ 500				$ 1,400	$ 485	**$ 1,885**
									$ -
Regional Municipality of Niagara									$ -
							$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
							$ -		$ -
									$ -
Utilities - Enbridge									$ -
							$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ 1,885

Wignell Branch Drain #2

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
	Wignell Branch #2 Drain Killaly St. E sufficient outlet	$ 3,507					$ 3,507	$ 14,462	**$ 17,969**
									$ -
Regional Municipality of Niagara									$ -
							$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
							$ -		$ -
									$ -
Utilities - Enbridge									$ -
							$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ 17,969

Wignell Branch Drain #3

Agency	Items	A. Portion of General Construction Costs	B. Channel Improvement Works	C. Culvert Improvement Works	D. Erosion and Sediment Control Works	E. Other Improvement Works	Total Construction Costs	Portion of Administration Costs	TOTAL Special Assessment
City of Port Colborne									
	Replace 450mm PE culvert with 600mm			$ 12,550			$ 12,550	$ 9,533	**$ 22,083**
									$ -
Regional Municipality of Niagara									$ -
							$ -		$ -
									$ -
MINISTRY OF TRANSPORTATION ONTARIO									$ -
							$ -		$ -
									$ -
Utilities - Enbridge									$ -
							$ -		$ -
									$ -
Utilities - Other									$ -
	No conflicts assessed during design.						$ -		$ -
									$ -
									$ 22,083

Appendix C:

Past Financing and Cost Reports

CORPORATION OF THE CITY OF PORT COLBORNE
CONCRETE RETAINING WALL, WIGNELL MUNICIPAL DRAIN
CITY OF PORT COLBORNE

PROGRESS PAYMENT CERTIFICATE NO.4 **CERTIFICATE NO.** 4

CONTRACT NO.: 2006-12C **WORK COMPLETED TO:** May 15, 2009

PROJECT TITLE: Concrete Retaining Wall, City of Port Colborne

CONTRACTOR: Rankin Construction Inc..

G.S.T. REGISTRATION NO. R100130376 **TENDER AMOUNT:** $148,690.00

Total Value of work to date per attached schedule		$241,254.46
Less	10% Lien Holdback	(0)
Less:	2% Maintenance Holdback	(0)
Total net to Date:		$241,254.46
Less amount on 3 previous certificates		$236,429.37
A) Amount due contractor this certificate		$4,825.09
B) GST applicable to amount due		$241.25
C) TOTAL DUE CONTRACTOR		$5,066.34

CITY OF PORT COLBORNE
OPERATIONAL SERVICES OFFICE
Approval
Extensions Checked NB Additions Checked NB

G/L Account No.	Amount	GST	PST
3560 33205 3328	4825.09	n/t	

Recommended for payment: [signature] May 15, 2009
Date

Approved for payment: [signature] June 17/09
(City of Port Colborne) Date

I, NEIL E. GRAHAM. of Rankin Construction Inc.., do hereby certify that the above Account amounting to the sum of $5,066.34 is correct, and I do further certify that my firm and all sub-contractors engaged on the job, have discharged all liabilities incurred for labour, materials, or services, used or reasonably required for use in the performance of this contractor on the date upon which this payment becomes due.

That payment of the amount due this progress certificate shall not in any way imply acceptance of any part of the work.

Date: June 15/09. [signature]
(Contractor)

City of Port Colborne

PROGRESS PAYMENT #4 QUANTITY REPORT

CONTRACT NO. 2006-12C

P.Q.R. # 4

PAYMENT PERIOD
8-Jan-07 15-May-09

PAYEE & ADDRESS

Rankin Construction Inc.
22 Martindale Rd.
P.O. Box 1116
St. Catharines, Ont. L2A 7A3

CONTRACT:
Concrete Retaining Wall
WE0123

TENDER : $148,690.00

QUANTITIES ACCEPTED FOR CALCULATIONS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITIES TO DATE	PREVIOUS CERT.	THIS CERT.	UNIT PRICE	$ VALUE TO DATE	TOTAL THIS PERIOD
			1	2	3	4	5	6
	Part 'A'							
A1	Bonding (not subject to GST)	L.S.	1.00	0.00	1.00	$1,200.00	$1,200.00	$1,200.00
A2	Construction Layout - All Works	L.S.	1.00	0.00	1.00	$3,250.00	$3,250.00	$3,250.00
A3	Preconstruction Survey - All Works	L.S.	1.00	0.00	1.00	$800.00	$800.00	$800.00
A4	Install, Maintain and Remove Silt Control Devices	L.S.	1.00	0.00	1.00	$950.00	$950.00	$950.00
A5	Contingency Allowance	L.S.	0.00	0.00	0.00	$10,000.00	$0.00	$0.00
	Part 'B'							
B1	Cleanout and Deepen Open Ditch with Low Flow Channel, including Trucking of Spoils	m	158.00	0.00	158.00	$58.00	$9,164.00	$9,164.00
B2	Supply and Install Concrete Retaining Wall	m	158.00	0.00	158.00	$290.00	$45,820.00	$45,820.00
B3	Install 100mm dia. Subdrain	m	164.00	0.00	164.00	$21.50	$3,526.00	$3,526.00
B4	Earthworks							
B4a	Excavation of North Bank	m^3	145.00	0.00	145.00	25.00	$3,625.00	$3,625.00
B4b	Backfill Behind Wall	m^3	0.00	0.00	0.00	26.50	$0.00	$0.00
B5	Granular Material							
B5a	Granular 'B'	t	301.80	0.00	301.80	$30.00	$9,054.00	$9,054.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITIES TO DATE	PREVIOUS CERT.	THIS CERT.	UNIT PRICE	$ VALUE TO DATE	TOTAL THIS PERIOD
B5b	Clear Stone	t	161.80	0.00	161.80	$48.00	$7,766.40	$7,766.40
B6	Core Block							
B6a	Station 5+73 300mm dia. Culvert	ea	1.00	0.00	1.00	$165.00	$165.00	$165.00
B6b	Station 5+23 150mm dia. Culvert	ea	1.00	0.00	1.00	$110.00	$110.00	$110.00
B7	Supply and Install Extension							
B7a	to 300mm dia. Culvert Station 5+73	m	5.50	0.00	5.50	$165.00	$907.50	$907.50
B7b	to 150mm dia. Culvert Station 5+23	m	3.00	0.00	3.00	$160.00	$480.00	$480.00
B8	Dewatering of Site Area	m	158.00	0.00	158.00	$275.00	$43,450.00	$43,450.00
B9	Reseed Ditch Bank and Spoil	m^2	623.00	0.00	623.00	$5.50	$3,426.50	$3,426.50
B10	(Provisional Item) Removal and Disposal of Unsuitable Subgrade Material	m^3	64.10	0.00	64.10	$54.00	$3,461.40	$3,461.40
B11	Extras	L.S.	104,098.66	92,309.36	11,789.30	$1.00	$104,098.66	$11,789.30

Value to date: **$241,254.46**

10% Lien Holdback:	
2% Maintenance Holdback:	
Less Amount on Previous Certificates:	$236,429.37
Amount due to Contractor this certificate:	$4,825.09
GST Applicable to Amount Due:	$241.25

Total Due Contractor: $5,066.34

Worked Completed: 162.25%

Approved By:

PROJECT MANAGER

CERTIFICATE

TO: Borden Ladner Gervais LLP

IN THE MATTER OF By-law Number 71-2007 (the "**Debenture By-law**") authorizing an issue of instalment debentures of The Regional Municipality of Niagara (the "**Upper-tier Municipality**") in the aggregate principal amount of $22,809,804.00 - $845,000.00 of which relates to The Corporation of the City of Port Colborne (the "**Lower-tier Municipality**");

AND IN THE MATTER OF certain authorizing by-laws of the Lower-tier Municipality.

I, Peter Senese, Treasurer of the Lower-tier Municipality, DO HEREBY CERTIFY THAT:

1. The Lower-tier Municipality has received from the Ministry of Municipal Affairs its annual debt and financial obligation limit for the year 2007 (the "**2007 Limit**").

2. With respect to the undertaking of the purposes of the Lower-tier Municipality described in the Debenture By-law (individually a "**Project**", collectively the "**Projects**"), before the Council of the Lower-tier Municipality authorized the Projects, the Treasurer calculated an updated limit in respect of the 2007 Limit in accordance with Ontario Regulation 403/02 (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of each Project would not cause the Lower-tier Municipality to reach or to exceed the updated 2007 Limit as at the date of the Council's approval and the Treasurer then determined that the approval of the Ontario Municipal Board was not required pursuant to the Regulation.

3. As at the date hereof the Lower-tier Municipality has not reached or exceeded its updated 2007 Limit.

4. In updating the 2007 Limit the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the respective lifetime of any of the purposes of the Lower-tier Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.

5. The term within which the debentures to be issued for the Lower-tier Municipality in respect of each of the Projects pursuant to the Debenture By-law are made payable does not exceed the respective lifetime of each such Project.

DATED at the City of Port Colborne as at the 10th day of July, 2007.

Peter Senese
Treasurer

CERTIFICATE

TO: Borden Ladner Gervais LLP

IN THE MATTER OF By-law Number 71-2007 (the "**Debenture By-law**") authorizing an issue of instalment debentures of The Regional Municipality of Niagara (the "**Upper-tier Municipality**") in the aggregate principal amount of $22,809,804.00 - $845,000.00 of which relates to The Corporation of the City of Port Colborne (the "**Lower-tier Municipality**");

AND IN THE MATTER OF certain authorizing by-laws of the Lower-tier Municipality.

I, Janet Beckett, refer to my declaration declared July 5th, 2007. I hereby certify that all statements contained in such declaration are true and correct as at the date hereof.

DATED at the City of Port Colborne as at the 10th day of July, 2007.

Janet Beckett

Janet Beckett,
Clerk

PORT COLBORNE

CITY OF PORT COLBORNE
Municipal Offices
66 Charlotte Street
Port Colborne, Ontario
L3K 3C8

OFFICE OF THE DIRECTOR OF
COMMUNITY AND CORPORATE SERVICES

May 18th, 2007.

Mr. John Murphy,
Manager, Policy & Development,
Regional Municipality of Niagara,
2201 St. David's Rd., P. O. Box 1042,
Thorold, ON L2V 4T7

Dear Mr. Murphy:

2007 Public Debenture Issue

Please find enclosed the following documentation you require for a debenture issued for the City of Port Colborne:

- Debenture Issue Request signed by myself as City Treasurer
- two certified copies of the resolution of Council requesting the issue of debentures for $745,000 and $100,000.
- a certified copy of both by-laws passed for the issue of debentures for $745,000 and $100,000.
- copy of Director's Reports applicable to the Debenture Financing for the two projects.

Yours very truly

Peter Senese,
Director of Community and
Corporate Services/City Treasurer

PS:lw
encls.

Telephone: (905) 835-2900 Email: dccs@portcolborne.com Fax: (905) 834-5746

THE REGIONAL MUNICIPALITY OF NIAGARA

2007 Debenture Issue Financing Request

Item No.	(1) Description	(2) Account No	(3) Authorizing By-Law	(4) MOE File No.	(5) MOE Date	(6) Debentures Authorized by Council	(7) Debentures Previously Issued	(8) Debentures Now Being Issued	(9) Debentures Available for future Use
	City of Port Colborne								
	Term 1-5 Years								
1						-	-	-	-
2						-	-	-	-
3						-	-	-	
	Sub-Total for 5 year debentures					$0	$0	$0	$0
	Term 1-10 Years								
4	Construction of the Eastwall of the Sugarloaf Harbour Marina Boat Ramp		4993/49/07			100,000	-	100,000	-
5	Construction of the Wignell and Michener Municipal Drains		4988/44/07			745,000	-	745,000	-
	Sub-Total for 10 year debentures					$845,000	$0	$845,000	$0
	Total - City of Port Colborne					$845,000	$0	$845,000	$0

Signature: Peter M Senese
Treasurer

City of Port Colborne

DATE: APRIL 23RD, 2007

MOVED BY COUNCILLOR G. BRUNO

SECONDED BY COUNCILLOR B. Butters

WHEREAS the Council of the Corporation of the City of Port Colborne passed By-law No. 4988/44/07 Being a By-law to Authorize the Borrowing of the Sum of Seven Hundred and Forty-Five Thousand Dollars ($745,000) Upon the Issuance of Debentures for Such Purposes, for the construction of Wignell and Michener Municipal Drains;

WHEREAS the estimated cost of construction of the Wignell and Michener Municipal Drains amount to $745,000;

WHEREAS it is deemed desirable to issue debentures in the amount of $745,000 in accordance with the terms of the various authorizing by-laws applicable to such expenditures;

NOW THEREFORE be it resolved by the Council of the Corporation of the City of Port Colborne as follows:

THAT the City Clerk be and is hereby directed to request the Council of the Regional Municipality of Niagara to issue debentures, on behalf of the said City of Port Colborne in the amount of $745,000 to finance the construction of the Wignell and Michener Municipal Drains and to be a 10 year debenture;

AND THAT the City Clerk and the Treasurer be and they are hereby directed to make available to the said Regional Municipality of Niagara certified copies of all By-laws and Orders of the Ontario Municipal Board applicable and all other information required in this connection, to ensure the issue of the said debentures in the amount of $745,000. for the construction of the Wignell and Michener Municipal Drains as described in the attached schedule.

Vance Badawey (sgd.)
MAYOR

No.....

CITY OF PORT COLBORNE
CERTIFIED TRUE AND CORRECT COPY
City Clerk Janet Beckett
05/01/07

THE CORPORATION OF THE CITY OF PORT COLBORNE

BY-LAW NO. 4988/44/07

BEING A BY-LAW TO AUTHORIZE
THE BORROWING OF THE SUM OF
SEVEN HUNDRED AND FORTY-FIVE THOUSAND DOLLARS
($745,000)
UPON THE ISSUANCE OF DEBENTURES FOR SUCH PURPOSES

WHEREAS Section 401(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes the municipality to borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt.

WHEREAS the Council of the Corporation of the City of Port Colborne deemed it desirable to undertake the following Capital Project in 2007 by issuance of debentures:

The construction of the Wignell and Michener Municipal Drains, as approved by Council in the Department of Operational, Planning & Development Services Report No. 2007-25, for the amount of $745,000.

WHEREAS the Treasurer of the Corporation of the City of Port Colborne has confirmed that the debt repayment limit for the City of Port Colborne has been updated and this project will not cause the Corporation to exceed its limit.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF PORT COLBORNE ENACTS AS FOLLOWS:

1. In this By-law:

   "Council" means the Council of the Corporation of the City of Port Colborne.

   "Corporation" means the Corporation of the City of Port Colborne.

2. The Council authorizes and approves the Capital Project, being the construction of the Wignell and Michener Municipal Drains in 2007 for the amount of $745,000.

3. That the cost of the project, namely $745,000, to be borne by the ratepayers within the Wignell and Michener Municipal Drain Watershed, shall be paid for by the issue and sale of debentures for the amount of $745,000 over a period of ten (10) years.

4. Any debentures to be issued by the Council of the Regional Municipality of Niagara, with respect to the said project or part thereof, shall bear interest at such rate or rates as shall be determined by the Regional Council.

5. The Mayor and Treasurer are hereby authorized on behalf of the Corporation to borrow from any bank, person, firm or corporation from time to time, pending the issue and sale of debentures, any money necessary to meet the expenditures incurred up to the amount of the estimated cost thereof, and the Mayor and Treasurer are hereby authorized to execute a promissory note or notes thereof and the Clerk is hereby authorized to affix the corporate seal thereto.

6. The City Clerk of the Corporation is hereby authorized and directed to request the Council of the Regional Municipality of Niagara to borrow money for the purposes hereinbefor set out to a maximum amount of $745,000 and to issue debentures therefore to the credit of the Regional Corporation and to suggest to the Regional Municipality of Niagara that such debentures shall be payable within ten (10) years.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 23rd DAY OF APRIL, 2007.

Vance Badawey
MAYOR

Janet Beckett
CITY CLERK

CITY OF PORT COLBORNE
CERTIFIED TRUE AND CORRECT COPY
City Clerk Janet Beckett
05/01/07

PORT COLBORNE

APPROVED BY COUNCIL APR 23 2007 J. BECKETT CITY CLERK CITY OF PORT COLBORNE

DEPARTMENT OF OPERATIONAL PLANNING & DEVELOPMENT SERVICES

Report No. 2007-25 **Agenda Date: April 23, 2007**

Division: Engineering Division

Subject: FINANCING OF THE WIGNELL-MICHENER MUNICIPAL DRAINS

RECOMMENDATION:

That the Council of the City of Port Colborne approve the works contained in this report for the construction of the Wignell and Michener Municipal Drains.

That the Council of the City of Port Colborne approve the attached resolution to authorize the Regional Municipality of Niagara to issue the debenture in the amount of $745,000.00 over a period of 10 years for the works related to construction for the Wignell and Michener Drains.

That the Council of the City of Port Colborne authorize the City Clerk and Mayor to sign the appropriate by-law to authorize the issuance of debentures by the Region.

Purpose of the Report

The City of Port Colborne has appointed Wiebe Engineering Group to prepare a report for the repair and improvement of the Wignell, Michener M - 1 and the Michener M - 2 Municipal Drains. The estimated cost of the work is $780,000.00 and Council should consider debenturing the cost of this project as the City cannot finance this amount on behalf of the benefiting landowners within the watershed.

Analysis

Council appointed Wiebe Engineering Group on December 21, 2001 to prepare a drainage report for the Wignell and Michener Municipal Drains, under the appropriate sections of *The Drainage Act, R.S.O 1990*. The primary reason for the Report was to amalgamate 5 different by-laws for various portions of the Wignell Municipal Drain into one by-law, to confer municipal drain status on a short section connecting two portions of the Wignell Drain, to update the assessment schedules to reflect current land use and watershed boundaries, and to provide for needed repairs and improvements.

The "on-site" meeting for this project was held the evening of January 9, 2002 and was attended by about 90 landowners as well as Councillors Butters and Bodner. Many issues were raised and discussed at the meeting, including a storm water management system to control discharge of sediment and nutrients into Lorraine Bay, the ongoing erosion problem in the muck type soils in the portion of the Wignell Drain located south of the Friendship Trail, and others.

A treatment wetlands / storm water management system was designed, however, the cost was so high that it was decided not to proceed with that as part of the Report. The concept has not been abandoned, we are trying to receive funding for the wetlands through Water Smart Niagara. Concerns were raised about contaminants in the sediment in the bottom of the drain, so soil samples of the drain bottom were taken and tested and the test results indicate that the sediment is within provincial guidelines so the excavated material is safe to spread along the side of the drain.

The existing building housing the pump at Lakeshore Road East must be replaced, the starter on the pump inside the building must be replaced, the controller for the Grindex pump on the north side of the floodgates must be moved to inside the building, "bubblers" must be installed inside the pump wetwell to prevent freezing, the existing transformer must be upgraded to provide more power, the power supply cables must be moved underground, the floodgates require remedial work, and various

electrical components and installations for the pumps and floodgates must be upgraded to meet current Hydro regulations.

Erosion continues to worsen, to the extent that we had to install a concrete block wall along the Smith property between Snider Road and the Cemetery at a cost of $226,000. Repairs and improvements are required all along the Wignell and Michener Drains to improve flows and reduce erosion.
The work has escalated beyond what was originally considered when the engineer was appointed in late 2001. The cost of the required works is now estimated at $780,000, as follows:

- Construction: Main Drain = $400,000 (includes the $226,000 for the concrete wall)
  Wignell W-1 = $38,000
  Wignell W-2 = $23,000
  Michener M-1 = $15,000
  Michener M-2 = $56,000
  Total construction & Contingency = $532,000
- Allowances = $53,000
- Engineering & Administration = $151,000
- GST = $44,000
- **TOTAL COST = $780,000**

Resource Implications

The estimated $780,000 cost will have to be borne upfront by the municipality. It is estimated that approximately 15% of that cost will be assessed to City owned lands and road allowances and the remainder will be invoiced to affected landowners within the watershed. The actual cost to be debentured, net of GST and commission/legal fees, amounts to $745,000.00.

Policies Affecting The Proposal

The attached resolution provides the authority for the Region to issue a 10 year debenture for the construction of the Wignell and Michener Drains . This confirms that the Treasurer has updated the municipalities 2006 annual repayment limit respecting long term debt and financial obligations and determined that the estimated annual amount payable in respect of the drain construction, the additional cost amount and additional debenture authority, would not cause the municipality to reach or to exceed the updated 2006 limit.

Comments From Relevant Departments, Agencies & Corporate Partners

None.

Alternatives

None

Conclusions

That the construction of the Wignell and Michener Drains be approved with financing from the issuance of debentures from the Region in the amount of $745,000.00. Costs will be recovered from the affected landowners following completion of the works.

Attachments

The attached by-law and resolution is required to authorize the borrowing of $745,000.00 upon the issuance of debentures by the Region in June, 2007.

Prepared by:

René Landry, C.E.T., CST
Drainage Superintendent
Engineering Assistant

Reviewed and Approved by:

Tim Stuart, P.Eng.
Director of Operational, Planning
and Development Services

Approved and Respectfully
Submitted by:

Robert Cotterill, P. Eng.
Chief Administrative Officer

Financing strategy reviewed and
Approved by:

Peter Senese
Director of Community & Corporate
Services

Wignell/Michener Debenture

	Debenture Fee	December 31, 2007.	**2008 TOTAL**	December 31, 2008.	**2009 TOTAL**	December 31, 2009.	**2010 TOTAL**	December 31, 2010.	**2011 TOTAL**
Total		$ 745,000.00		$ 685,773.55		$ 623,570.98		$ 558,277.98	
	$ 6,065.29		$ 96,388.48		$ 96,422.90		$ 96,485.90		$ 96,556.81
PRINC.			$ 59,226.45		$ 62,192.57		$ 65,303.00		$ 68,573.75
INT.			$ 37,162.03		$ 34,230.33		$ 31,182.90		$ 27,983.06

December 31, 2011.	**2012 TOTAL**	December 31, 2012.	**2013 TOTAL**	December 31, 2013.	**2014 TOTAL**	December 31, 2014.	**2015 TOTAL**
$ 489,704.23		$ 417,715.44		$ 342,126.42		$ 262,748.73	
	$ 96,577.48		$ 96,614.26		$ 96,661.28		$ 96,665.48
	$ 71,988.79		$ 75,589.02		$ 79,377.69		$ 83,350.75
	$ 24,588.69		$ 21,025.24		$ 17,283.59		$ 13,314.73

December 31, 2015.	**2016 TOTAL**	December 31, 2016.	**2017 TOTAL**	December 31, 2017.	**Total Interest Paid**
$ 179,397.98		$ 91,889.76		$ -	
	$ 96,613.74		$ 96,576.12		
	$ 87,508.22		$ 91,889.76		
	$ 9,105.52		$ 4,686.36		**$ 220,562.45**

2007-2009 Contract cost for Rankin Construction

			2008		**2009**		**2010**		**2011**
Retaining Wall	$241,254.45								
Erosion Protection Wall Engineering Fee	$27,894.59	$2,191.23	$13,425.67		$12,366.52		$11,265.57		$10,109.55
2001-2007 Weibe Engineering Fees	$100,750.62	$820.24	$5,025.63		$4,629.16		$4,217.04		$3,784.31
	$369,899.66	$3,011.47	$18,451.31		$16,995.69		$15,482.61		$13,893.86
			4.99%		4.59%		4.19%		3.76%

	2012		**2013**		**2014**		**2015**
	$8,883.25		$7,595.87		$6,244.11		$4,810.26
	$3,325.27		$2,843.36		$2,337.36		$1,800.63
	$12,208.52		$10,439.23		$8,581.47		$6,610.89
	3.30%		2.82%		2.32%		1.79%

	2016		**2017**		**Total**
	$3,289.59		$1,693.06		**$47,167.31**
	$1,231.39		$633.76		**$17,656.15**
	$4,520.98		$2,326.82		**$ 109,511.38**
	1.22%		0.63%		**29.61%**

Appendix D:

Supplementary Information & Documents

The Corporation of the City of Port Colborne

By-law No. 6602/57/18

Being a by-law to appoint Paul Marsh P. Eng. of EWA Engineers Inc. for the completion of a new engineer's report for the repair and improvement of the Wignell, Michener, Port Colborne and Beaverdam drains situated in the City of Port Colborne and to rescind By-law No. 5653/84/11 and By-law No. 5666/97/11

Whereas at its meeting of June 13, 2011 Council adopted By-law No. 5653/84/11, being a by-law to appoint Paul Smeltzer P. Eng. of AMEC for the preparation of a new engineer's report for the repair and improvement of the Wignell/Michener and Beaverdam Drains situated in the City of Port Colborne; and

Whereas at its meeting of July 11, 2011 Council adopted By-law No. 5666/97/11, being a by-law to authorize entering into an agreement with Paul Smeltzer P. Eng. of AMEC Earth and Environmental Limited respecting a drainage report for the Wignell-Michener and Beaverdam Municipal Drains; and

Whereas AMEC Earth and Environmental Limited has exercised their right to withdraw from the engineering services agreement; and

Whereas the Engineering and Operations Department, Engineering Division Report 2018-103, Subject: Wignell, Michener, Port Colborne and Beaverdam Municipal Drains Engineer Appointment, has provided a detailed background on the events to date regarding the Wignell/Michener and Beaverdam Municipal Drains; and

Whereas by adoption of the Engineering and Operations Department, Engineering Division Report 2018-103, at its meeting of July 23, 2018, Council has approved the appointment of Paul Marsh, P. Eng. of EWA Engineers Inc. for the Wignell, Michener, Port Colborne and Beaverdam Municipal Drainage Works.

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

1. That Paul Marsh, P. Eng. EWA Engineers Inc. be appointed under Sections 8 and 78, Chapter D. 17 of the *Drainage Act, R.S.O. 1990*, to complete a new Engineer's Report for the repair and improvement of the Wignell, Michener, Port Colborne and Beaverdam Municipal Drains, and that said appointment become effective once the conditions under Section 78(2) of the *Drainage Act* have been satisfied.

2. That By-laws No. 5653/84/11 and 5666/97/11 are hereby repealed.

Enacted and passed this 23rd day of July, 2018.

John Maloney
Mayor

Amber LaPointe
City Clerk

Original Pages D-1 to D-8 replaced by a single page. **D-1**

Technical Memorandum

Project:	Wignell Municipal Drain	Date:	February 4, 2018 updated July 14, 2021
Project #:	18-9999	Prepared by:	P.Marsh, P.Eng.
		PM:	P.Marsh, P.Eng.

	Wignell Bog Restoration
Purpose:	The original lands forming the Wignell Bog that were impacted by the construction of the Wignell Drain have been left fallow by the current owners. It is suggested that the lands formerly used for market gardens can be returned to a semi-natural state as a Bog. There is no way to have a purely natural water cycle be returned since the drain still passes through the centre of these lands and the both the upstream land owners and downstream land owners desire the continued benefits of drainage. It is presented in this Techncial Memo that a managed water level through the Wignell Bog lands can lead to a restoration in natural function and return some natural habitat to the area.
Requirements	Present the general view of where and what would be stored as a “Bog”. Provide details on what a bog is, how it would function in the context of a municipal drain.

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Bog is a nutrient-poor peatland characterized by acidic, saturated peat and the prevalence of sphagnum mosses and ericaceous shrubs.

Soils

The organic soils are composed of saturated fibric peat that contains partially decomposed sphagnum mosses and frequently, fragments of sedges and wood. Like the surface water, peat soils are extremely acidic, cool, and characterized by low nutrient availability and oxygen levels. The water-retaining capacity of sphagnum peat is tremendous and as a result bogs are saturated, anoxic systems with water tables near the surface. Peat composition changes with depth and is influenced by the successional history of a given site. Fiber content and hydraulic conductivity of peat soils usually decrease with depth.

Natural Processes

Saturated and inundated conditions inhibit organic matter decomposition and allow for the accumulation of peat. Under cool, anaerobic, and acidic conditions, the rate of organic matter accumulation exceeds organic decay. Once sphagnum mosses become established on the peat mat, they maintain and enhance saturated and acidic conditions, which in turn promote continued peat development. Development and expansion of peatlands occur via two distinct processes: lake-filling and paludification. Lake-filling occurs in small lakes with minimal wave action, where gradual peat accumulation results in the development of a bog mat that can fill the basin or occur as a floating mat or grounded mat. Paludification is the blanketing of terrestrial systems (often forests) by the overgrowth of peatland vegetation. Paludified peatlands develop on flat areas (typically lakeplains) where peat develops vertically and spreads horizontally. For both lake-filling and paludification, peat accumulates above the water table and the bog becomes isolated from the influence of groundwater. Bogs are ombrotrophic to weakly minerotrophic peatlands, receiving inputs of water and nutrients primarily from ion-poor precipitation.

Text from Michigan State U: https://mnfi.anr.msu.edu/communities/description/10666

1. Introduction

A technical memo is produced as a subset technical document to complement the primary document through detailed analysis of a single individual problem or component of a larger system.

1.1. Problem Statement

What is the benefit of the re-introduction of a bog on the former market garden lands now owned by Vale?

What is required technically to restore the bog and manage the water into and out of the bog?

2. Background

The former bog lands were identified in early historical maps of the region that show the Wignell Bog was a significant land form for the early settlers. The following figure is an aerial photographic view of the area.

Figure 1 Aerial photographic view

Figure 2 Wignell Drain and Bog Lands looking South from Friendship Trail

It is important to distinguish between the two adjacent drains; the Wignell Drain and Michener Drain as shown in the following figure. The Wignell Drain behaves very differently from the Michener and the following profile view of the two drains south of the Friendship Trail to their common outlet shows.

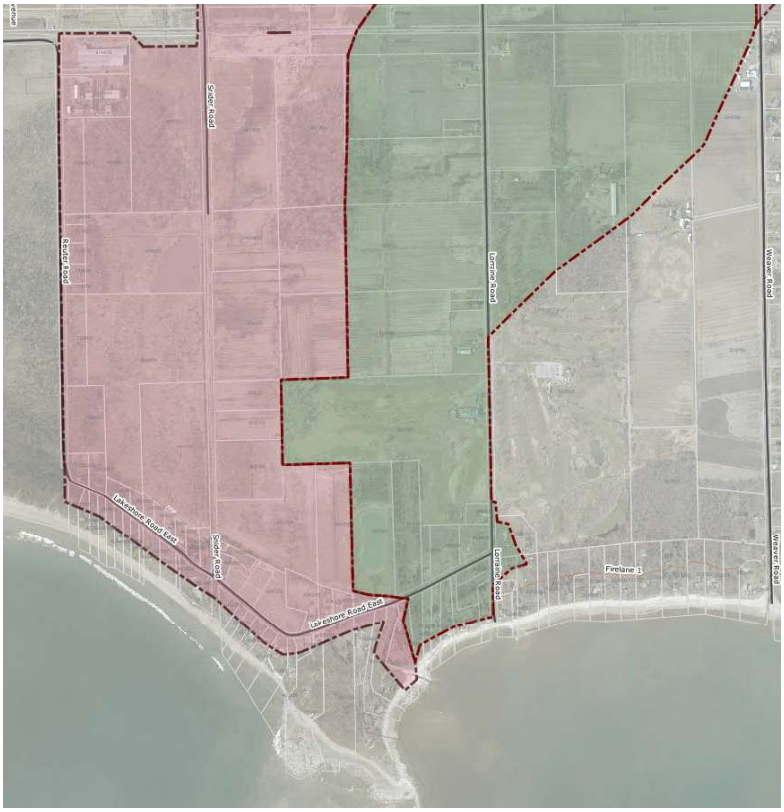

Figure 3 Wignell and Michener Drain Watersheds below Friendship Trail

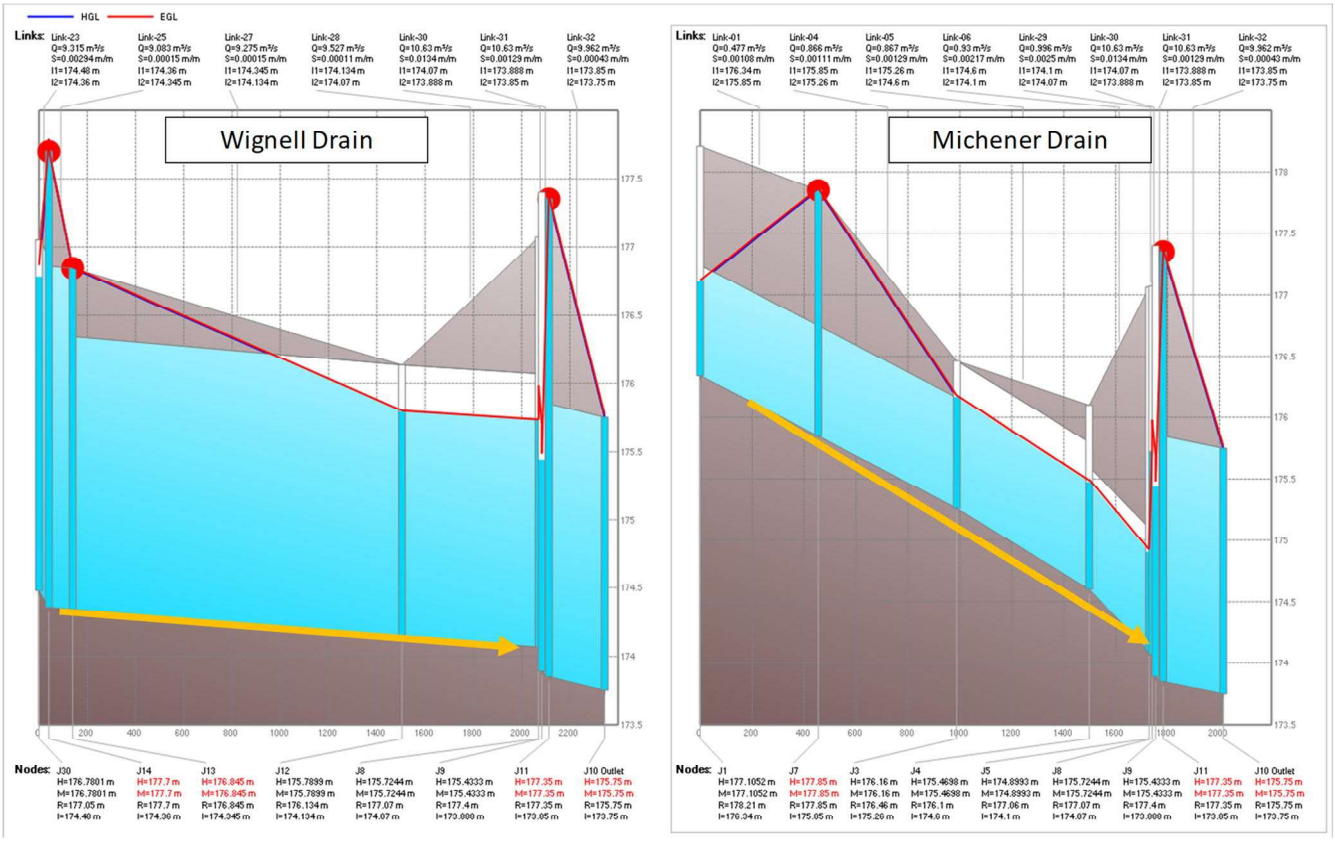

Figure 4 Wignell Michener Drain Profile Comparison

The Michener Drain has a drain slope, while small ~ 0.11% in upper reach, is positive to the outlet. The Wignell Drain has little to no positive drain slope to the outlet and is largely flat as per the 1969 AJ Clarke Design, shown above with yellow arrows.

Vale Canada

The role of Vale Canada in the Wignell Bog can't be understated as one of the major property owners within the Wignell, Port Colborne and Michener Drain Watershed.

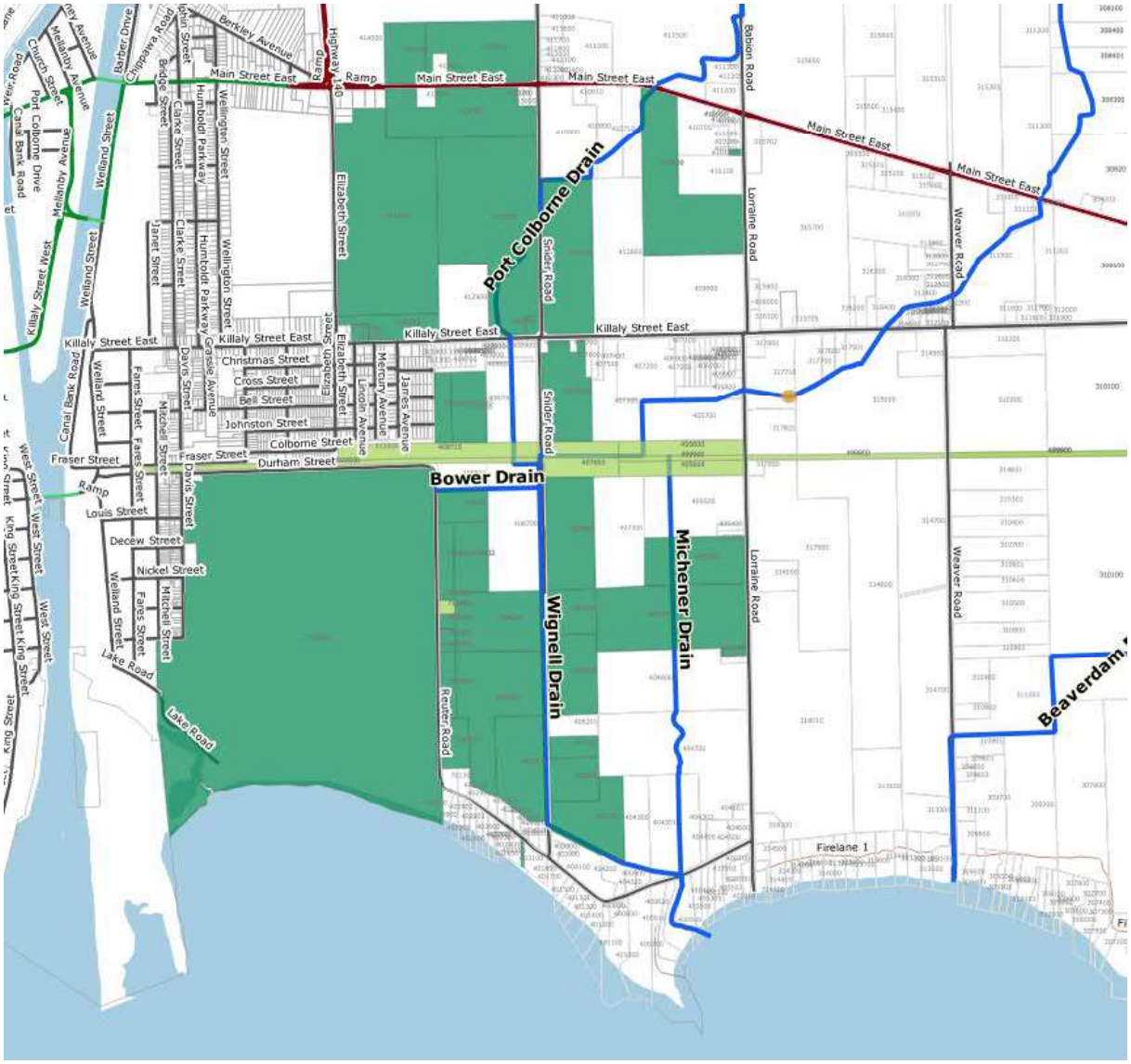

Figure 5 Vale Owner Property

Dark green in the above figure is Vale Property and the light green is City of Port Colborne property.

2.1. Available Information

Fire active in Wainfleet Bog, Port Colborne Leader, Jul 06, 2016

The bog was acquired by the NPCA in 1995 and is Niagara's only bog wetland and is characterized by peat deposits and sphagnum moss. Michael Reles, communications specialist for the NPCA, explained the nature of the peat and surface moss prompted the restriction on access that has yet to be imposed at other conservation areas.

Normally the bog's water level keeps surface moss and the underlying peat damp, however the ongoing dry spell has lowered the water table to sufficiently dry out the surface layer and underlying peat.

"It's highly flammable at the top," said Reles, adding, "when it does catch fire it just smolders."

He explained with a minimum of 40 cm of peat the fire can move underground, smoldering for weeks and hampering efforts to combat its spread.

https://www.niagarathisweek.com/news-story/6754455-fire-active-in-wainfleet-bog/

Mac prof warns bog fires to become more common, Wainfleet keeps burning, by Joel OpHardt, The Hamilton Spectator, Jul 08, 2016

"The good news of our research is that we demonstrate that rewetting peatland reduces the fire risk," said Waddington

Restoration of bogs comes essentially in two parts: blocking drainage ditches and building berms to hold more water, and adding sphagnum moss to the surface to kickstart moss growth.

The Wainfleet bog still suffers from the effects of decades of mining, but partial restoration of the bog has revealed positive results.

"When we studied the 2012 fire we found the areas where moss had started to grow on the surface again had minimal fire severity."

https://www.thespec.com/news-story/6758308-mac-prof-warns-bog-fires-to-become-more-common-wainfleet-keeps-burning/

2.2. References

NPCA studies

- Shoreline study
- Flood Study

Summarize both

2.3. Available Data

There are free reference data sets available through NPCA and Land Information Ontario.

Niagara Peninsula Conservation Authority, (NCPA)

At present the primary data set for assessing the bog lands is the NCPA DTM acquired by digital aerial imagery. The NPCA 2010 1 Meter Contour Supporting Digital Terrain Model provides elevation data capable of being '*used for pre-engineering survey and design, the production of municipal planimetric mapping and detailed topographic mapping at a minimum scale of 1:2000 with a contour interval of no less than one meter (1.0 m).*'

The NPCA 2010 DTM is quoted as having a minimum 0.5m horizontal and vertical accuracy.

> "General Specifications
>
> Horizontal Reference System: UTM NAD83-CSRS Zone 17N (Canadian Spatial Reference System)
>
> Vertical Datum: CGVD28 – 1978 (Canadian Geodetic Vertical Datum)
>
> Accuracy: ± 0.5 meter CMAS and LMAS, absolute horizontal and vertical positional accuracies of 0.5m"

SWOOP 215 DEM

"The SWOOP 2015 DEM is a 2m raster product that has been generated by an imagery contractor from the Raw LAS vector elevation dataset. The primary purpose for generating the DEM was to allow for the imagery to be ortho-rectified by the imagery contractor. … It is important to note that the DEM does not represent a full 'bare-earth' elevation surface. While the 'steam-rolling' algorithm has allowed for some raised features to be reduced closer to 'bare-earth' elevations (e.g. small buildings, small blocks of forest cover), many features are still raised above ground surface, such as larger buildings, larger forest stands and other raised features. The product is being distributed in the original state delivered by the imagery contractor without modification."

The following figure shows the 1m contour lines provided by NPCA 2010 DTM.

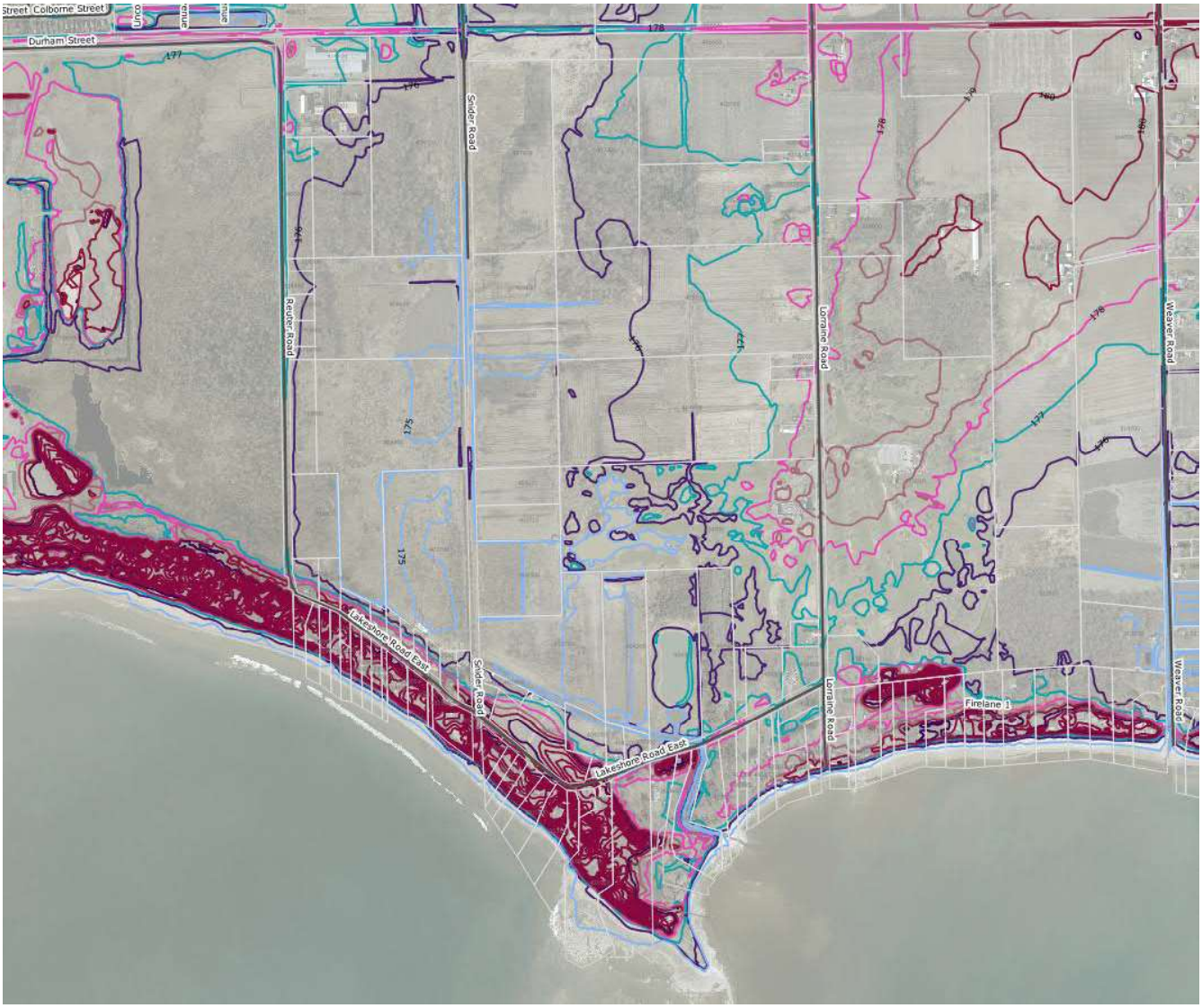

Figure 6 NPCA 1m Contour lines

The purple contour line is the 176.0m elevation and corresponds to the lands impacted by Seiche conditions in Lake Erie if not protected by the control structure. The light blue lines are the contours indicating the area prone to flooding from average runoff events.

3. Methodology

Using the available data, data from the NPCA mass point file and perform a colour coding operation on it. Points in the Wignell drain south of the Friendship Trail were selected and colour coded darker blue for lower points and lighter blue for higher points. Only selected points that were less than (or equal to) 175.5m which is the equivalent top of bank values through the 0+200 to 0+100 reach area were used.

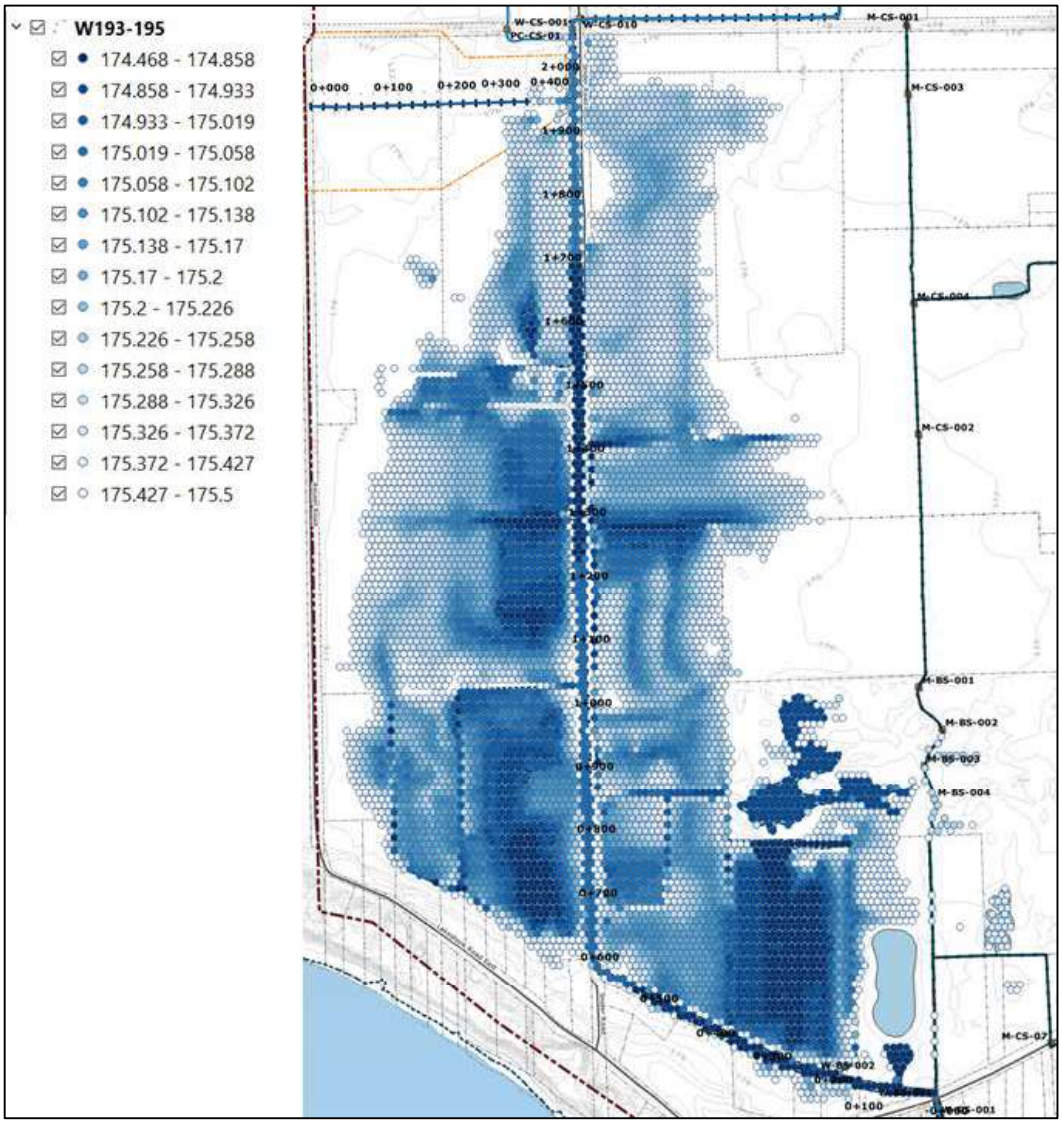

Figure 7 Colour coded points at 0.1m less than or equal to 175.5m

The area shown identifies the spread of lands impacted by a flow elevation of 175.5m, which ranges from the outlet all the way to the Friendship Trail crossing. There are clearly private drain connections with east / west pathways shown as well as extensive areas that are below 175.0m.

From the Drain Hydrology Model implemented for designing the channel parameters within the upper drain area, the model predicts a flood elevation for the 1:25 year storm of 175.72 at the Wignell Gate, same as that shown in Figure 4 Wignell Michener Drain Profile Comparison.

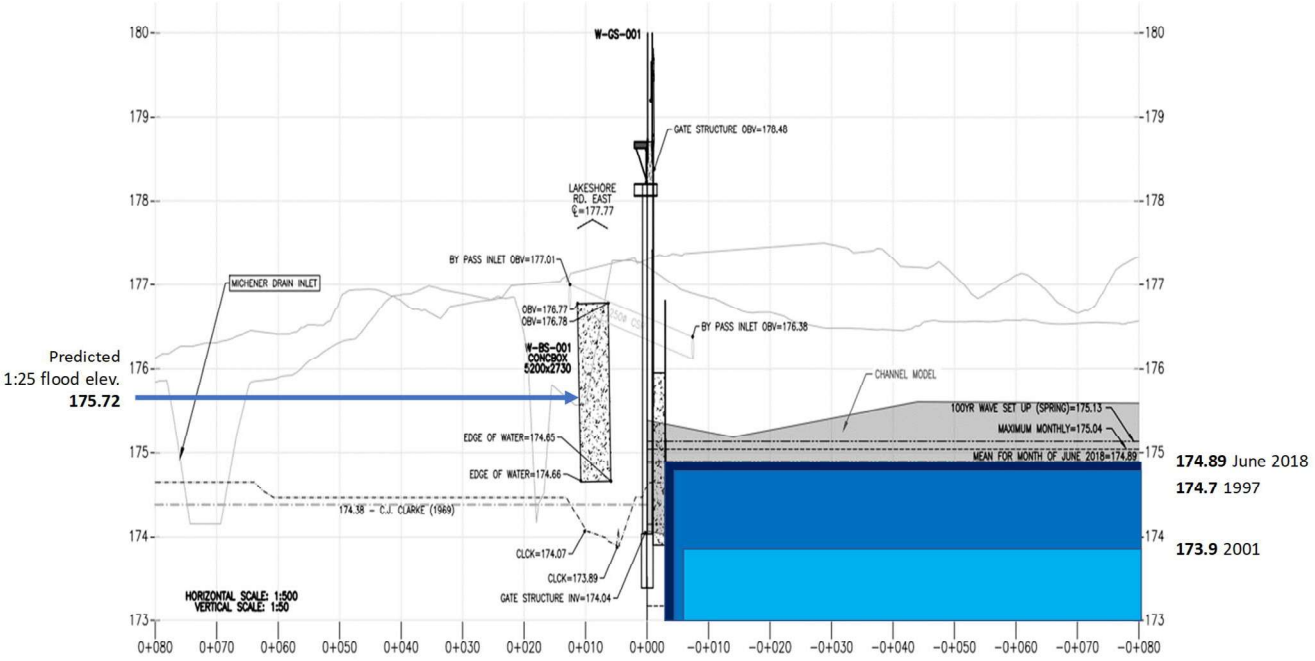

Figure 8 Wignell Gate Control Structure Elevation Profile

Also shown are the influence that the Lake has on the water surface elevation.

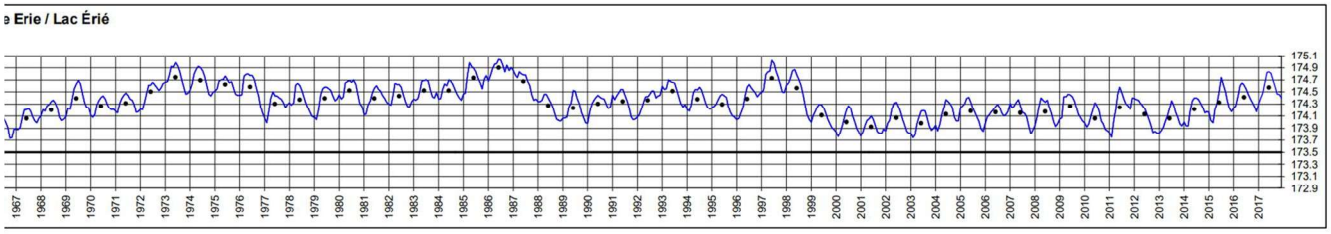

Figure 9 Lake Erie Water Level Annual Variation

The water level chart shows that a low water level occurred in or about 2001 after a period of high water levels in 1997 and 1998. These average levels are shown in Figure 8 Wignell Gate Control Structure Elevation Profile and compared to the level recorded for this past year, June 2018. These water levels for the Lake directly influence and impact the water levels in the Wignell Drain and consequently water levels for the proposed bog lands.

3.1. Additional Data Required

At present, actual flow monitoring data for the Wignell Drain is not available; however, putting a water level instrument on the Drain is proposed.

With regards to consider the bog extent, the existing available data is not suitable for assessing the flood impacts. For that to be relevant, a DTM (DEM) would be required to a minimum accuracy of +- 10 cm for Horizontal and Vertical accuracy.

4. Analysis

While the available data is not adequate to fully assess the topological influences related to restoring the Wignell Bog, a delineation of a bog area is possible and should aid in the discussion relating to bog management.

A bog park limit is shown in the following figure.

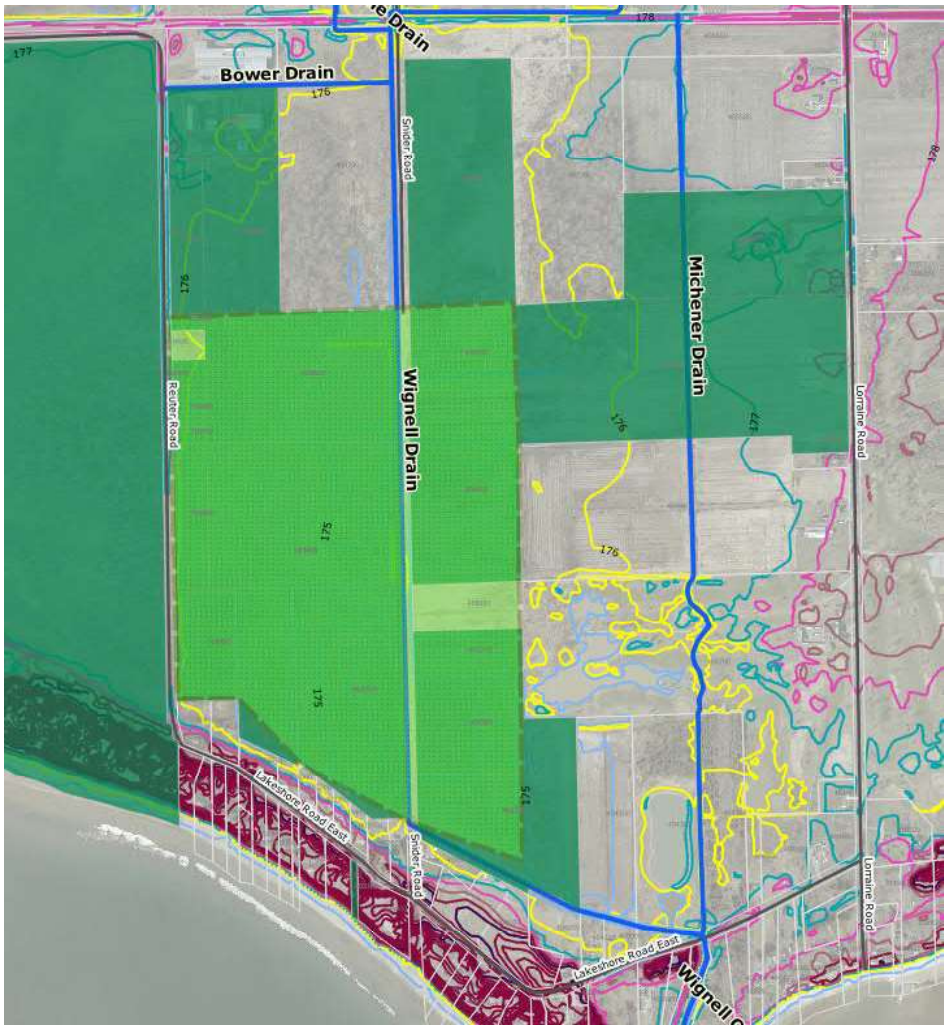

Figure 10 Proposed Bog Land area

The following properties would be directly impacted by the bog land limits.

Table 1 Proposed Bog Park Limit Affected Properties

ARN	Prime_Sub	Owner	Legal_Txt	PropCode	CATEGORY	Frontage	Depth	MPAC_Area	DESCRIPTIO	Location
271102000718300	0	VALE CANADA LIMITED	CON 1 PT TWP LOT 23	100	LAND	100	0	0.46	Vacant residential land not on water	REUTER ES RD
271102000718400	0	PORT COLBORNE CITY	CON 1 PT TWP LOT 23	100	LAND	180	200	0.83	Vacant residential land not on water	REUTER RD
271102000718500	0	VALE CANADA LIMITED	CON 1 PT TWP LOT 23	100	LAND	200	200	0.92	Vacant residential land not on water	REUTER ES RD
271102000718600	0	VALE CANADA LIMITED	CON 1 PT TWP LOT 23	100	LAND	200	200	0.92	Vacant residential land not on water	REUTER ES RD
271102000718700	0	VALE CANADA LIMITED	CON 1 PT TWP LOT 23	100	LAND	100	200	0.46	Vacant residential land not on water	REUTER ES RD
271102000718800	0	VALE CANADA LIMITED	HUMBERSTONE CON 1 PT LOT 23	200	FARM	0	0	4.07	Farm property without any buildings/structures	REUTER RD
271102000718900	0	VALE CANADA LIMITED	CON 1 PT TWP LOT 23 RP;59R10985 PART 1	100	LAND	660	366.86	5.65	Vacant residential land not on water	REUTER RD
271104000403700	0	VALE CANADA LIMITED	HUMBERSTONE CON 1 PT LOT 23	260	FARM	0	0	19.18	Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed	SNIDER RD
271104000403710	0	VALE CANADA LIMITED	HUMBERSTONE CON 1 PT LOT 22	260	FARM	0	0	25743.96	Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed	SNIDER RD
271104000403720	0	VALE CANADA LIMITED	HUMBERSTONE CON 1 PT LOT 22	260	FARM	0	0	19.48	Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed	SNIDER RD
271104000407900	0	VALE CANADA LIMITED	CON 1 PT LOT 22 RP 59R3414;PART 8	200	FARM	1501.3	0	21.86	Farm property without any buildings/structures	KILLALY ST E
271104000408100	0	VALE CANADA LIMITED	CON 1 PT LOT 22 RP 59R3414;PART 9	200	FARM	595.3	0	8.71	Farm property without any buildings/structures	741 SNIDER RD
271104000408200	0	VALE CANADA LIMITED	CON 1 PT LOT 22	100	LAND	1065.16	0	16	Vacant residential land not on water	SNIDER RD
271104000408201	0	570466 ONTARIO LIMITED	CON 1 PT LOT 22	100	LAND	282.22	0	4.5	Vacant residential land not on water	SNIDER RD
271104000408300	0	VALE CANADA LIMITED	CON 1 PT LOT 22	100	LAND	583.28	665.32	9	Vacant residential land not on water	SNIDER RD
271104000408400	0	VALE CANADA LIMITED	CON 1 PT LOT 23 RP59R3848;PART 1 PART 2	210	FARM	858.14	0	30.93	Farm without residence - with secondary structures; with farm outbuildings	SNIDER RD
271104000408600	0	VALE CANADA LIMITED	CON 1 PT LOT 23 RP 59R3414;PART 5 TO 7	210	FARM	0	0	21	Farm without residence - with secondary structures; with farm outbuildings	745 SNIDER RD

The following figure shows land use as reported in the MPAC property database.

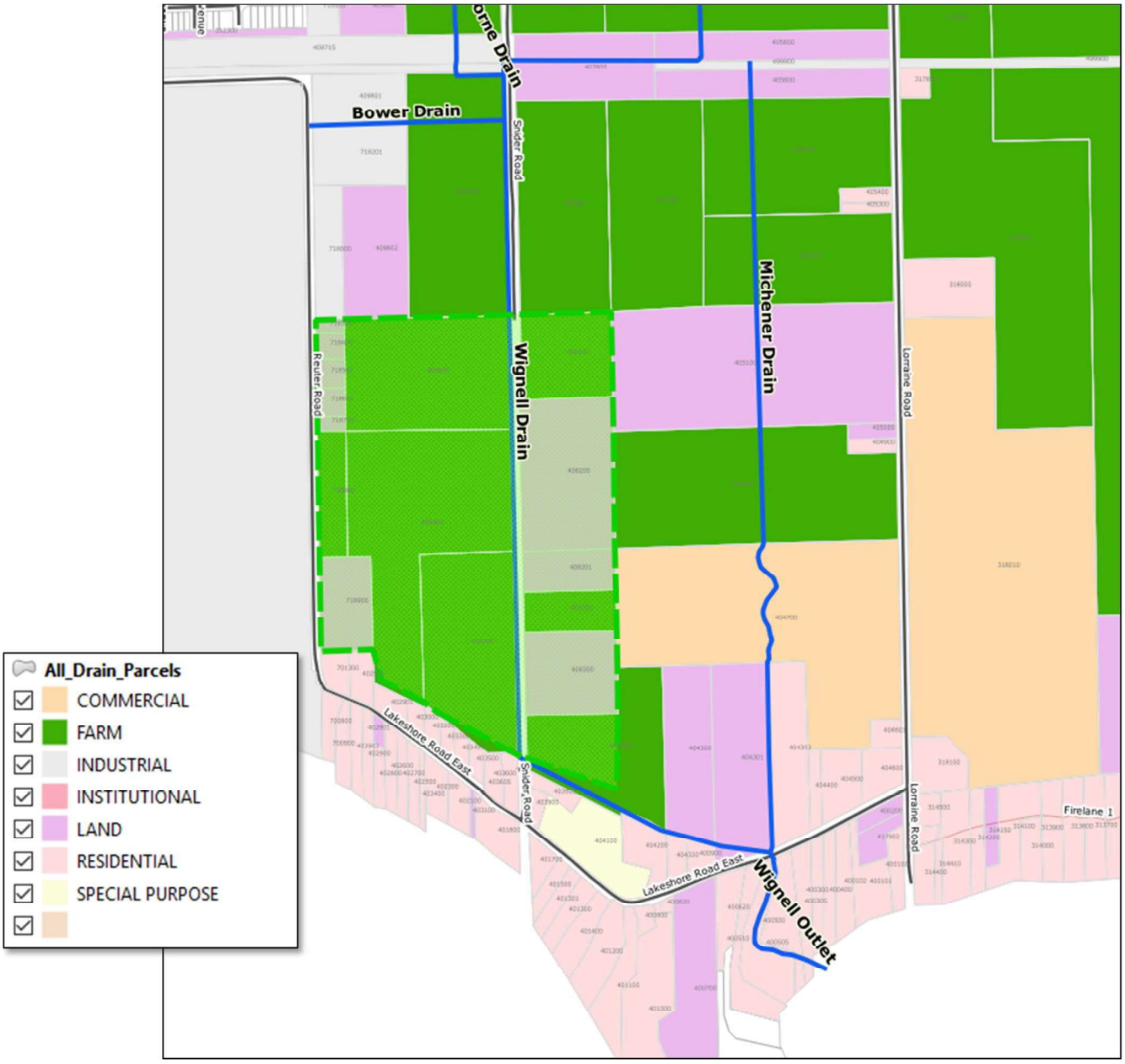

Figure 11 MPAC Land Use Designations

Clearly the bog would have industrial (grey), residential neighbours (light pink) to the West and South. The East is the Whiskey Run Golf Course (peach), vacant land (pink) and farm land (green).

4.1. Analysis Limitations

The currently available digital elevation data is not adequate in vertical resolution to properly characterize the bog lands; the extent and the potential impacts to dry down from Water Taking Permits or from flooding impacts.

5. Recommendations

More detailed investigation is needed to develop a technical basis for the rehabilitation of the existing lands restored to bog lands although technically the most likely requirement to accomplish restoration is to not continue pumping at the Wignell Drain Control Gate Structure and to limit water taking permits in the area to minimize the drying effects on the existing peat that forms the bog land.

1. Install level monitoring at the Wignell Control Structure to begin data logging Wignell Drain Water levels. Install a weather (precipitation) station in the upper Wignell Watershed. This will report on precipitation as input that can be correlated to observed runoff at flow levels at the Wignell outlet.
   An additional temporary level logging station located at the Friendship Trail or Lorraine Road crossing would provide beneficial data as well.
   Permanent level logging station at W-GS-001: $7,500
   Precipitation Station; $1,000
   Temporary level monitor for 10 months; $ 1,500
2. Purchase drone based Lidar to characterize the existing land area to the south of the Friendship Trail.
   $20,000
3. Conduct three (3) boreholes to characterize the existing peat lands including hydraulic conductivity. (4m depth assumed to bedrock)
   $18,000
4. Using more detailed information about the bog, an update to the existing Drainage Hydrologic Model would be implemented and used to have a better forecast of runoff events for water management within the Wignell Watershed basin.

Prepared by:	Paul C. Marsh, P.Eng. Principal Engineer; EWA Engineering Inc.	
Signature:		Date: 2021-07-14

Technical Memorandum

Project:	Wignell Drain Report	Date:	January 25, 2019 Updated June 2,, 2021
Project #:	18-9999	Prepared by:	P.Marsh, P.Eng.
		PM:	P.Marsh, P.Eng.

	Wignell Pumping Analysis
Purpose:	The pumping arrangement at the Wignell Control Gate Structure was removed from service. What size of pump would be required to provide a service that meet the resident needs and how does that compare with the original pump deployment.
Requirements	What is the most cost effective way to improve the Wignell Drain?

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   4.1. Hydrologic Runoff Model 14
   4.2. HEC-RAS Analysis 17
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1. Introduction

A technical memo is produced as a subset technical document to complement the primary document through detailed analysis of a single individual problem or component of a larger system.

1.1. Problem Statement

Determine the best methods for improving flow out of the Wignell Gate Structure and to prevent backwater from Lake Erie.

2. Background

For a full description of the Wignell Drain, refer to the EWA Wignell Drain Baseline Report.

There are three pumping platforms in the existing Wignell Gate Structure. They are described herein as;

- Single Centrifugal pump mount, added to Gate Structure approximately 1973(?)
- In stream submersible pump and piping, set of for two with 100mm piping.
- By-Pass pumping NorthEast ramp to 250mm CSP piping.

and identified in the following figure.

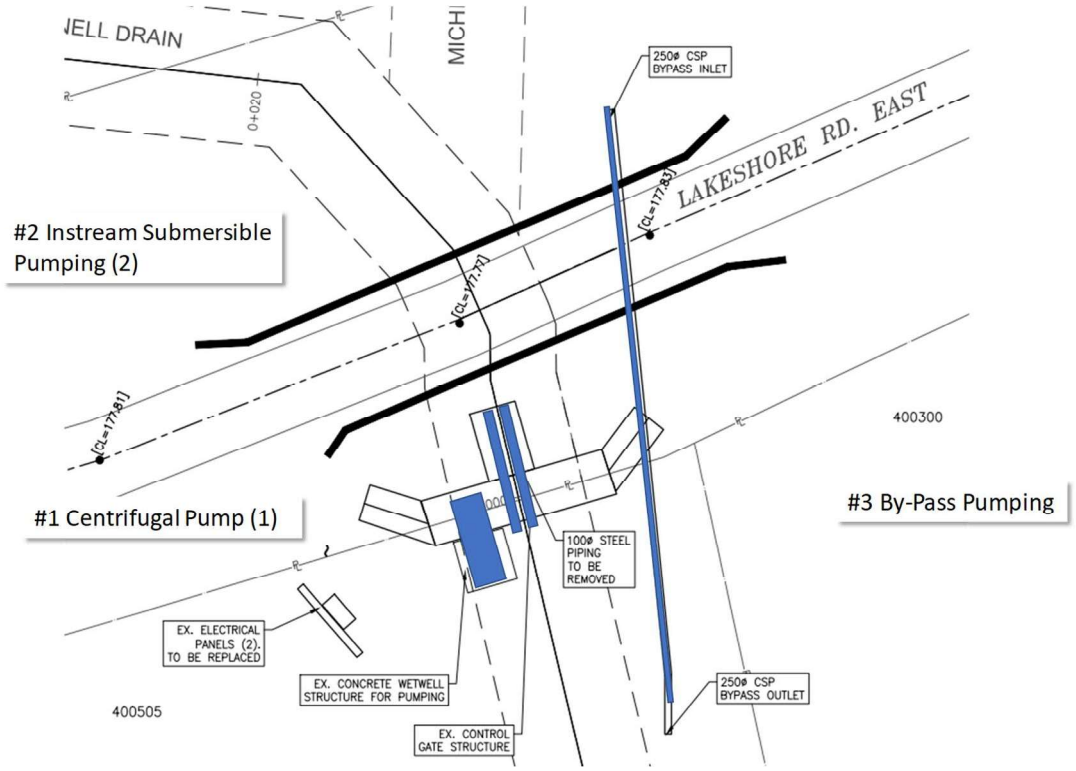


Figure 1 Wignell Gate Pumping Platforms

The general arrangement of the Wignell Drain outlet and the Wignell Control Gate Structure is shown in the following two figures. The first figure is a map showing the location of the control gate structure and the Wignell and Michener Drains and the general location of the Wignell Bog. The second figure is a profile view of the major components that comprise the analysis of pumping requirements.

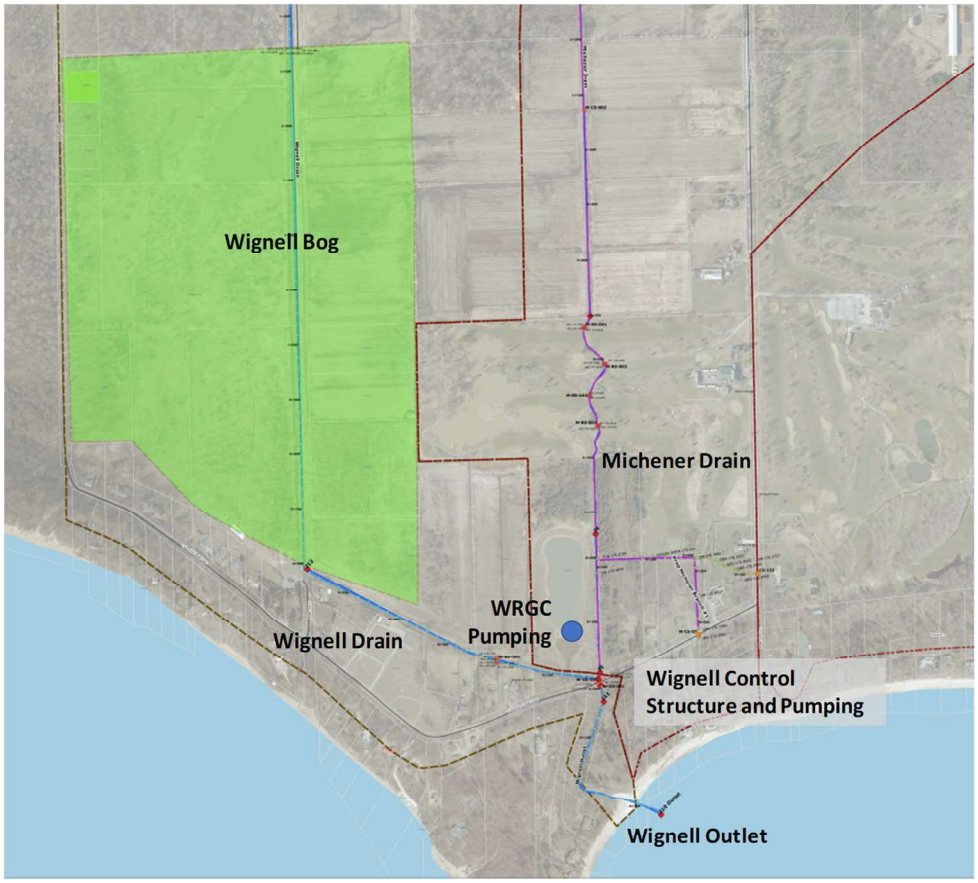


Figure 2 Wignell Drain Control Structure Location

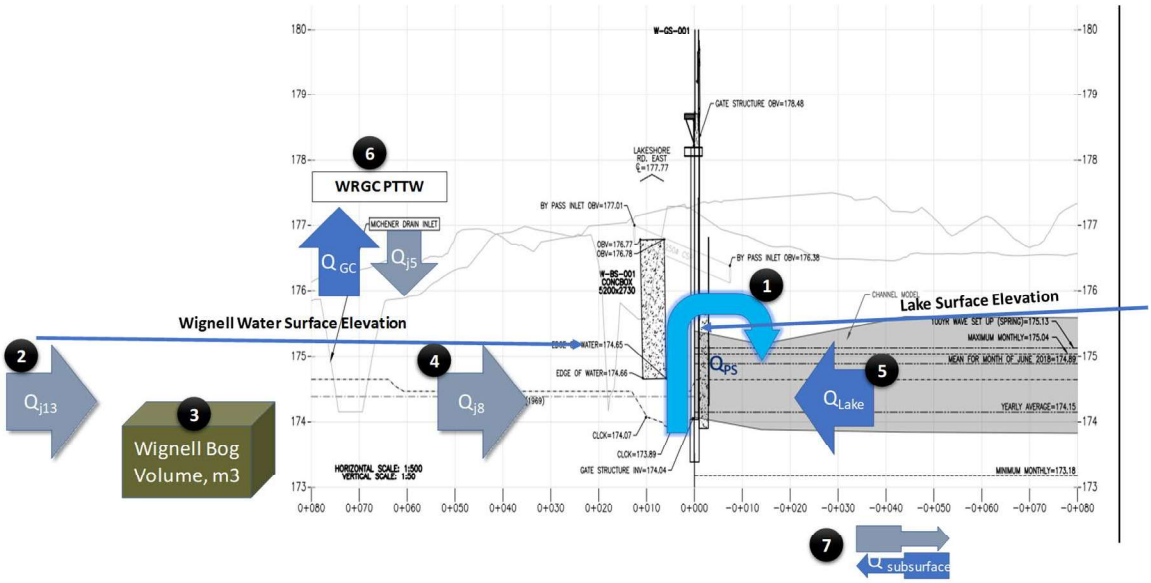


Figure 3 Wignell Outlet Profile & Flow Components

The flow components shown in the figure are directly tied to Flow, Pumping with a consequent impact on elevation control in the Wignell Drain.

Those components are:

1. There are three pumping areas at the Wignell Drain as presented currently. They are represented as Q_{PS1} for centrifugal pump, Q_{PS2} for instream pumping and Q_{PS3} for the bypass pump arrangement.
2. Q_{J13} is the runoff flow predicted for the Wignell Drain just south of the Friendship Trail. This flow is not a monitored flow location but a predicted flow based on hydrologic modelling. A model was implemented by NPCA in 2010 and a model was implemented for drainage design by EWA in 2018. The J13 refers to the Model Junction identifier used in the EWA Drainage Model.
3. The Wignell Bog is a historical bog land that existed and was identified on maps dating back to the formation of the Welland Canal in the 1800s. The bog exists where a former geologic landform created a crest from a former lake in the Onondaga limestone series that underlies the area. Behind this crest a bog formed and is composed of a peat bed that was the basis for black soil desirable for market gardening that took place prior to the identification of soil contamination.
   Where the bog dries out from the lowering of the Wignell Drain, the peat dries out and is lost causing the local land to slump and erode.
4. Q_{J8} is the runoff flow after the confluence of the Michener Drain with the Wignell Drain immediately upstream of the Wignell Control Structure. This runoff is influenced by three other upstream components:
   a. Q_{J13}, the Wignell and Port Colborne Watershed runoff.
   b. WRGC pumping, and

c. Michener Runoff.

5. Q_{Lake} is a component to recognize the potential impact and backwater flow that will occur with a high lake level. Historically, the lake level can be higher than the Wignell Bog land level and this was the original driver for implementing the gate structure and pumping. (see lake level discussion)

6. The Whiskey Run Golf Course, WRGC is a public golf course granted a Water Taking Permit to remove water from the Wignell Drain by pumping to a temporary pond from which the water is fed by gravity to an irrigation / golf feature pond. This water is pumped from the Wignell Drain but some portion of it may flow back through the Michener Drain depending on golf course operations. Other water is lost to evaporation and evapotranspiration. So the water returned in the Michener is a small fraction of the water removed by pumping.
   There are two elements to this component; Q GC is the pumping flow and QJ5 is the Michener Runoff flow upstream from the Wignell confluence as represented in the Hydrologic Model implemented by EWA.

7. The other component influencing the Wignell Drain and Wignell Bog water levels is the subsurface flow that occurs through the dunes along Lake Erie shoreline. This is a slow flow driven by the Lake Water level and the bog water level but is a slow contributor relative to the runoff flows.

2.1. Lake Erie Levels

Lake Erie water level can vary and significantly impact the flow out of the Wignell Drain. It is possible for the lake level to be higher than the drain static water level and have lake water flow backwards into the drain. Lake Erie levels are influenced by several factors which are then temporal depending on the factor.

- Wind and wave setup from storms can influence the drain outlet by nearly a meter above the existing lake level.
- The existing lake level varies from year to year and month to month influenced by flows into and out of the Great Lakes basin.
- There is a Lake level seasonality influenced by annual variations in lake levels.

The following historic Lake levels are provided by the Government of Canada Fisheries & Oceans Hydrographic Service based on 100+ years of monitoring data and statistics. The values are quoted in monthly mean water levels reference to IGLD 1985.

Yearly Average	Minimum Monthly	Maximum Monthly
174.15	**173.18**	**175.04**

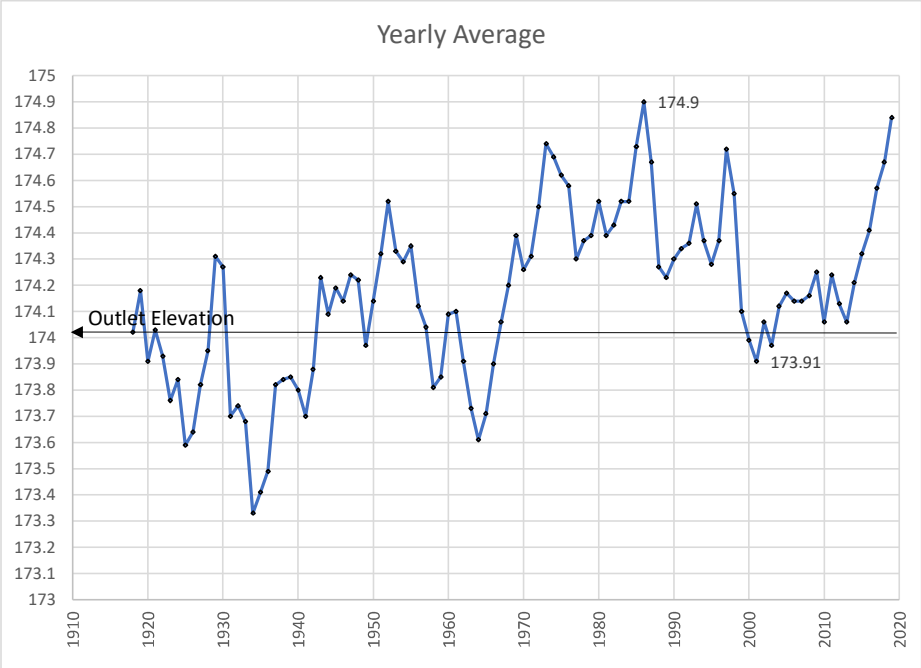


Figure 4 Lake Erie monthly mean water levels, m to IGLD 1985

The chart shows that for the past several years, water levels are above average conditions.

2.2. Wignell Gate Structure

The original Wignell Gate structure was constructed according to Drain Report prepared by CJ Clarke in 1969. The following figure illustrates the design as prepared by the Drainage Engineer in 1969.

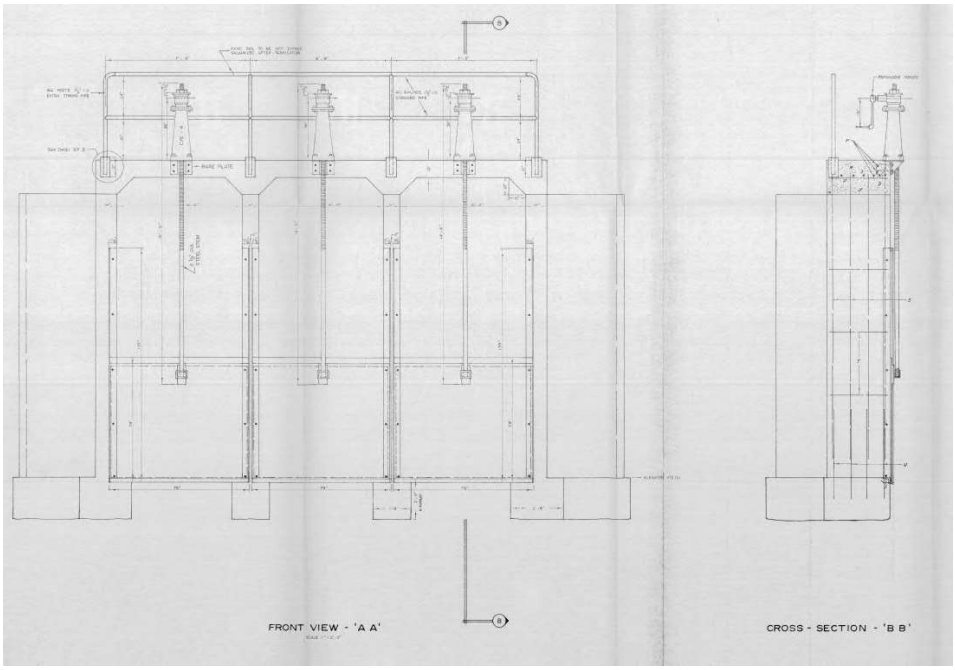


Figure 5 1969 Wignell Control Structure

The original design did not include pumping and used a hand crank to raise and lower the gate structure. Modifications were made to the structure on or about 1973 by the City of Port Colborne and CJ Clarke in response to high lake levels influencing the Wignell Bog lands which had market gardens at the time.

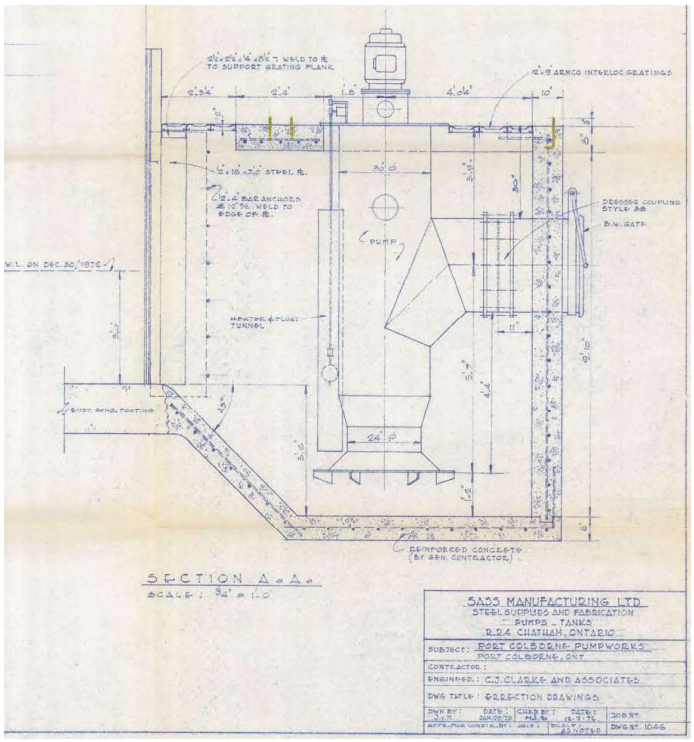


Figure 6 Wignell Centifugal Pump mount

Additional modifications are shown in the following photo.

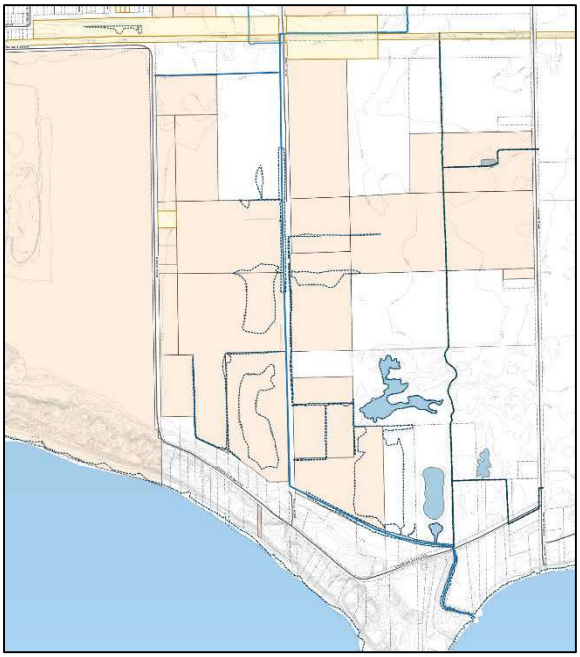
Figure 7 Wignell Gate Structure Modifications - 1970s

The Drainage Superintendent removed the pump for service in 2015 and the pump has not been returned to service since that time, which is after the market garden operations ceased in the Wignell Bog lands.

The figure, at right, shows the lands now owned by Vale (salmon) and the lands owned by CofPC (yellow).

The dotted blue lines are the elevation contours from the NPCA topographic data for 175m elevation. It depicts the extent of the lands that flood regularly and would be considered part of the original Wignell Bog lands.

The linear 175m elevation features are canals created by the former market garden farmers to irrigate their crops.



A measurement performed by survey investigation indicates that the limit to raise the gates is effectively 175.13m and thus will limit flows to the lake for flows that are higher than the existing opening and grade permits.

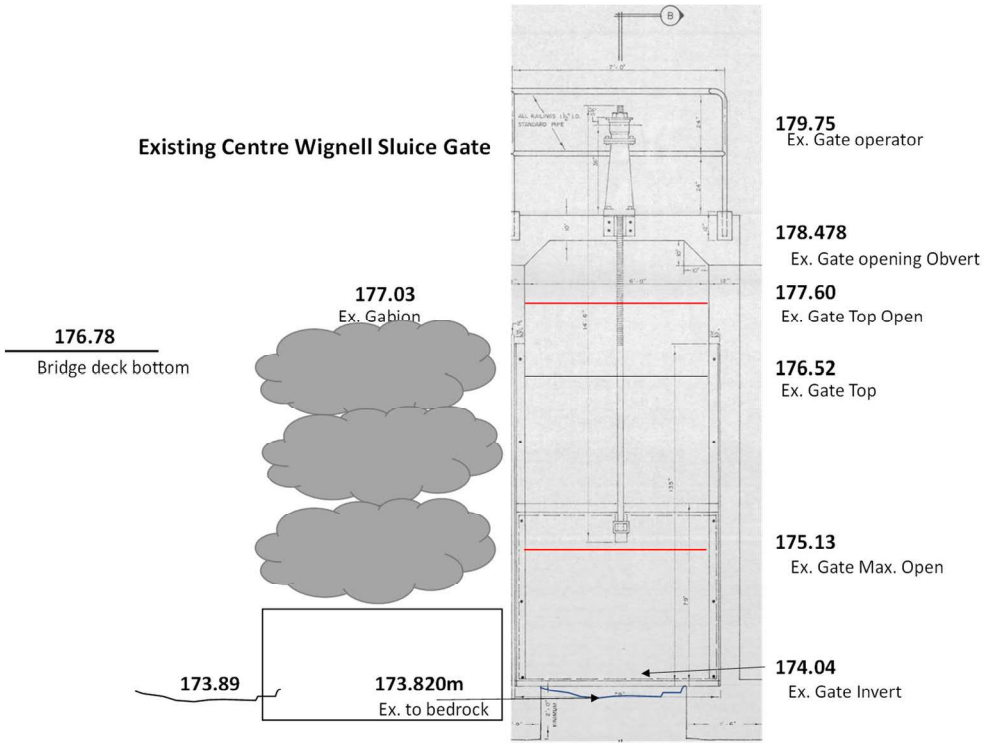


Figure 8 Wignell Gate Structure Key Elevations

This figure shows that the existing gates are not able to seal to the bottom of the existing channel, which is defined by the presence of bedrock.

2.3. References

Chatham Kent article on accepted pumping rates. States ¼" to ½" of runoff for a given pump watershed.

From discussions with the former Drainage Superintendent, Mr. Henri Bennemeer CET, we understand that the instream pumping using submersible pumps was not an effective pump arrangement that consistently suffered from sediment clogging the pump.

The pumping platform was constructed with an intake screen and a flap gate to use a centrifugal pump that was removed and sent for service but not re-installed.

"The effect of Moisture on Decomposition Processes in the Disturbed Peatlands of the Wainfleet Bog", Joshua C. Diamond, B.Sc. Brock University, Nov 2006.

> "… the Wainfleet Bog is a highly disturbed peatland and that the greatest reductions in decomposition can be obtained by restoring the soil moisture levels near those of undisturbed conditions."

2.4. Available Data

1. Great Lakes historical data is available for the Port Colborne lake level monitoring station. It provides hourly measurements to a reference datum of 173.5m IGLD.
2. Survey data from Amec Foster Wheeler, 2013.
3. Survey data from City of Port Colborne (RTK-GPS), 2021
4. Topographic survey from City of Port Colborne and EWA, *(level instrument with laser range measurement, pending June 8, 2021)*
5. GIS data, Drawings and past drain information provided by the City of Port Colborne.
6. MOE Water Taking Permit data.
7. AMEC file folders of documents received including As Constructed records for the Wignell Gate Structure.

3. Methodology

The Wignell Watershed Report provided analysis and results from a hydrology and hydraulic analysis of the Wignell Watershed. The hydrology analysis using PC-SWMM and for an SCS design storm and runoff model provides hydrograph flow predictions for 1:2 year storm events to 1:100 year events.

There are two primary data elements;

> #1 is the Federal Government's Lake elevation data, which is available from the CHS online and provides statistical and historical data levels but does not make long term prediction levels.
>
> #2 is the predicted runoff from the Wignell Watershed, which includes three drains; Wignell Drain, Port Colborne Drain and the Michener Drain.

There are secondary influences which are not considered in the overall evaluation of the Wignell Drain pumping analysis. They are:

- WRGC pumping rates and pumping durations / time of use.
- Subsurface groundwater flows to and from the Sand dunes along the Lake Erie shoreline and adjacent to the Wignell Drain / Bog.
- Wignell Bog water; the continued function of a bog relies not just on a single consistent water level but on fluctuating water levels that are within a specified range and duration. Extensive drying out for the bog can lead to degradation. Flood events into the bog represent a water storage, transpiration and slow release; all benefits for a healthy watershed.

At issue is the resulting water level between the Wignell Flood Gates. Lakeshore Road East and the Friendship Trail which effectively marks the end of drainage grade line and transitions to C Clarke's 1969 zero grade line of 174.38m for the Wignell drain bottom.

Hydraulic analysis is based on past work using HEC-RAS and on additional complementary assessment using HY-8.

The pumping rate analysis is similar to the analysis used for sizing of storage (pond volume) in an urbanizing watershed. The urbanized hydrograph is more 'peaky' and the use of a pond storage volume to store the peak flow reduces the resulting runoff peak flow while extending the average runoff flow duration. The following figure illustrates the analysis.

The key is to establish a limit or target rate of flow above which excess flooding occurs that negatively impacts the upstream area. This is to limit flooding to an amount that is acceptable but not to necessarily eliminate flooding completely although if the target is set low enough that can be achieved. This reflects that the volume of water removed from the hydrograph represents a benefit in reducing the impact of flooding.

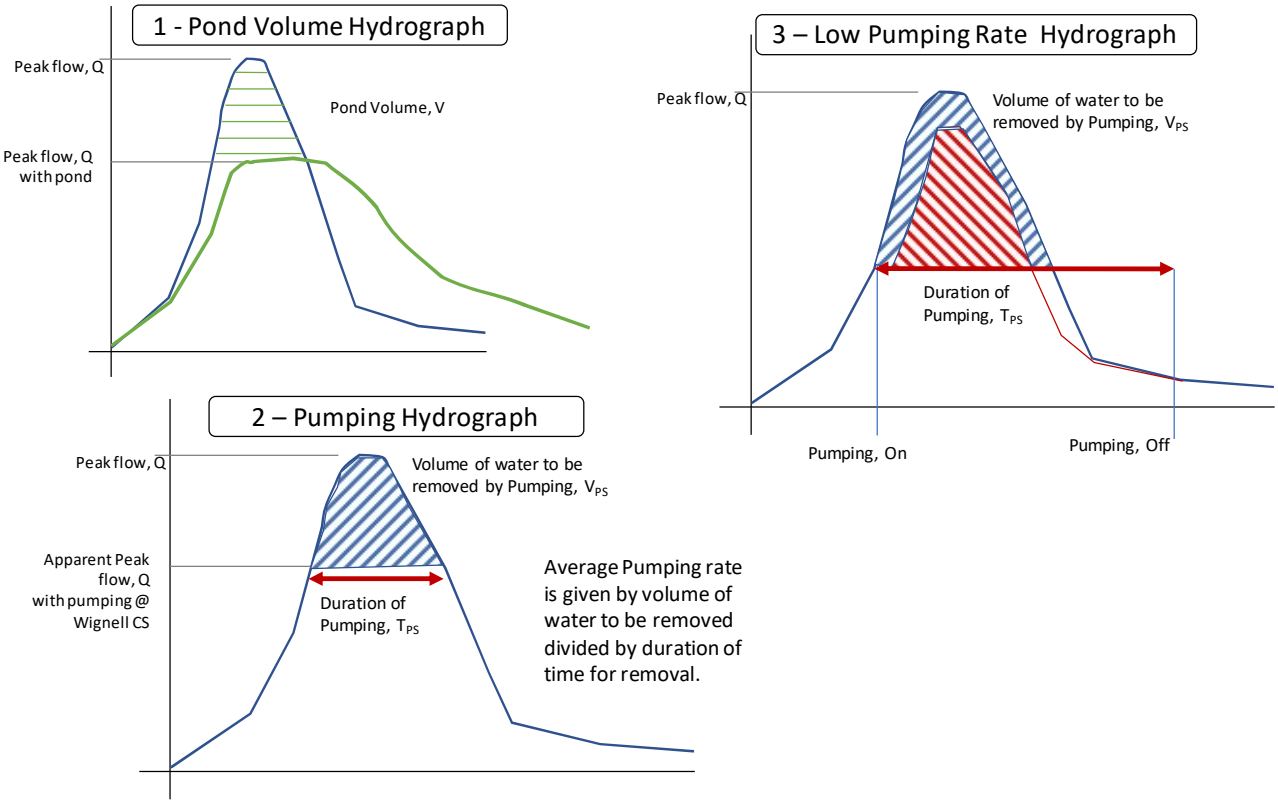


Figure 9 Pump Analysis Hydrographs

Hydrograph #2 illustrates the ideal pumping capacity for the hydrograph, which displaces the excess or flow above a specific design rate through pumping. The pumping occurs for a specified duration, which is the predicted duration that the runoff hydrograph is a above a specified level. The result is a volume of water moved over a specified duration which provides an average pumping rate predicted.

Hydrograph #3 uses a hydrograph to illustrate the effect of a pump capacity that is too low. The pump is turned on at a specific point in the rising limb of the hydrograph but since the capacity is lower than the incoming rate of flow, the result is a short duration limit to flow that is then exceeded and the hydrograph continues to rise to a lower peak flow than previous being realized by the amount of the lower rate of fixed pumping. The shaded blue area is the volume of pumped water moved while the shaded red area is the volume and rate of flow of water that still exceeds the target flow limit to minimize flooding.

For this scenario, we have shown a late stage for the pump to be shut off and the consequence of this is additional pumping that may lower the elevation on the upstream side but it is of no consequence in the analysis related to the meeting the target flow limit for flow.

It should be emphasized that pumping and specific pump mechanics is more varied than this discussion. The analysis is presented to help define the correct capacity of

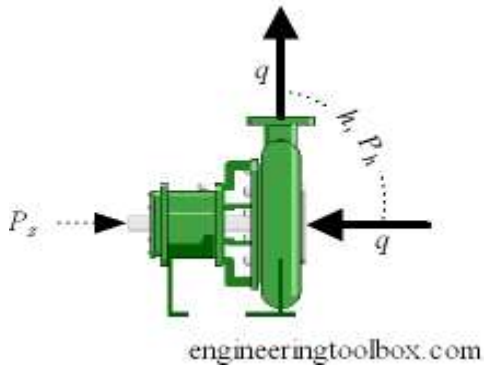
pump to have an effect on lowering flood elevations behind the Wignell Control Gate Structure.

The size of the pump is determined from the average pumping rate using the conversion to pump power and shaft power provided by the formula detailed on the web site EngineeringToolbox .com

Hydraulic Pump Power

The ideal hydraulic power to drive a pump depends on

- the mass flow rate the
- liquid density
- the differential height



- either it is the static lift from one height to an other or the total head loss component of the system - and can be calculated like

$P_{h(kW)} = q\ \rho\ g\ h\ /\ (3.6\ 10^6)$ (1)

where

$P_{h(kW)}$ = *hydraulic power (kW)*
q = *flow capacity* (m^3/h)
ρ = *density of fluid* (kg/m^3)
g = *gravity* ($9.81\ m/s^2$)
h = *differential head (m)*

The hydraulic Horse Power can be calculated as:

$P_{h(hp)} = P_{h(kW)} / 0.746$ (2)

where

$P_{h(hp)}$ = *hydraulic horsepower (hp)*

4. Analysis

The objective is to identify the size of pump that would ensure that flooding through the Wignell Gates does not occur. For this to occur, the following assumptions are made.

1. The model assumes that the outlet is free flowing when in fact the lake level has a direct impact on the outlet flow.
2. The outlet capacity, that is the flow that can occur downstream of the Wignell Gate Structure based on a free flowing outlet is predicted to be based on the Manning equation for a full flowing channel with a bottom width of 2m and a depth of 2m

and a side slope for a trapezoidal channel of 1.5. This is calculated to be **7.3 cms** for a channel with a bed slope of 0.00043 m/m.

3. The model is implemented with idealized channels based on actual slopes to reveal the target design flows. Actual channel dimensions are not modelled. Nor is the role of storage within the system modelled using the Wignell Watershed version 104 model to predict the design requirements for drain channel sizing.

4. For more details on the PC-SWMM version of the Wignell Watershed Model refer to the Wignell Watershed Hydrologic and Hydraulic Analysis Report.

4.1. Hydrologic Runoff Model

The drainage model shows flooding occurs at the Friendship Trail, meaning that the predicted flow exceeds the bank full capacity of the defined channel, and flooding occurs at the Wignell Gate Structure. The bridge opening for the Lakeshore Road East in the model does not show flooding. The following figure shows the profile result for the predicted 1:100 year Design Storm Event.

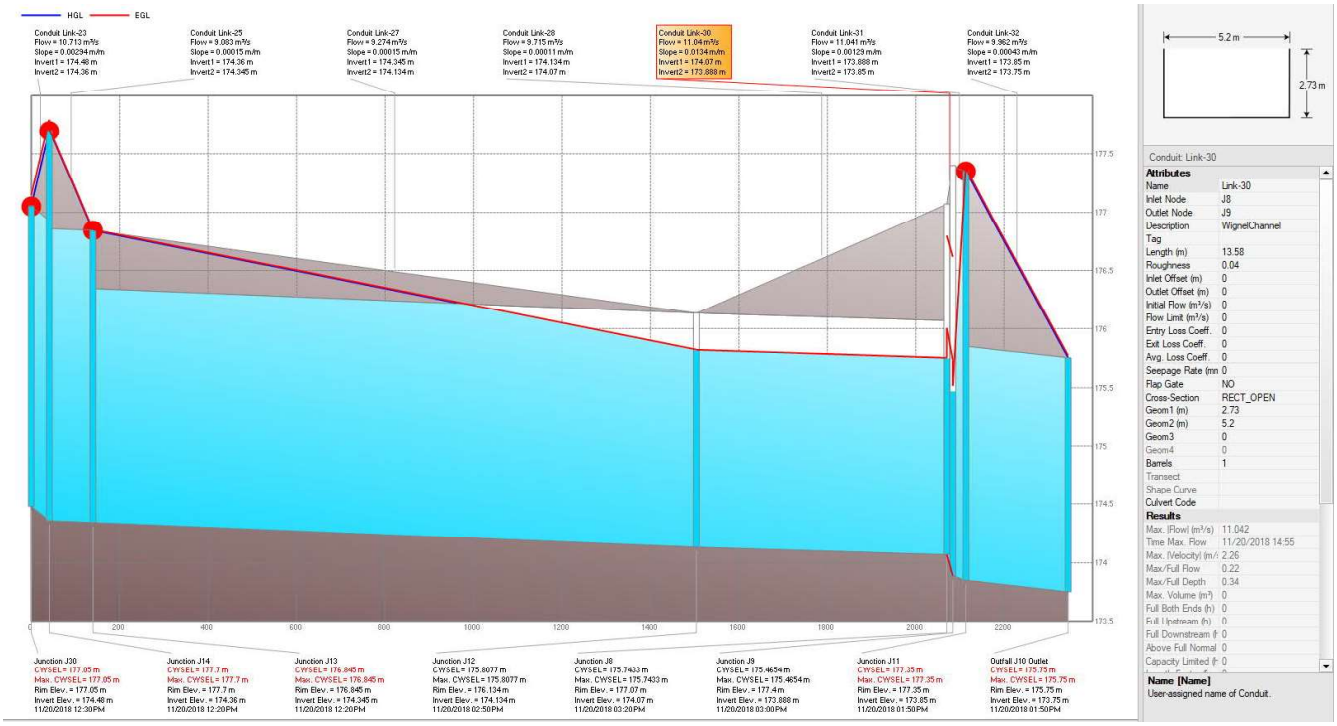


Figure 10 PC-SWMM Profile View of Wignell Drain 1:100 year Design Storm

The resulting hydrograph is shown in the following figure.

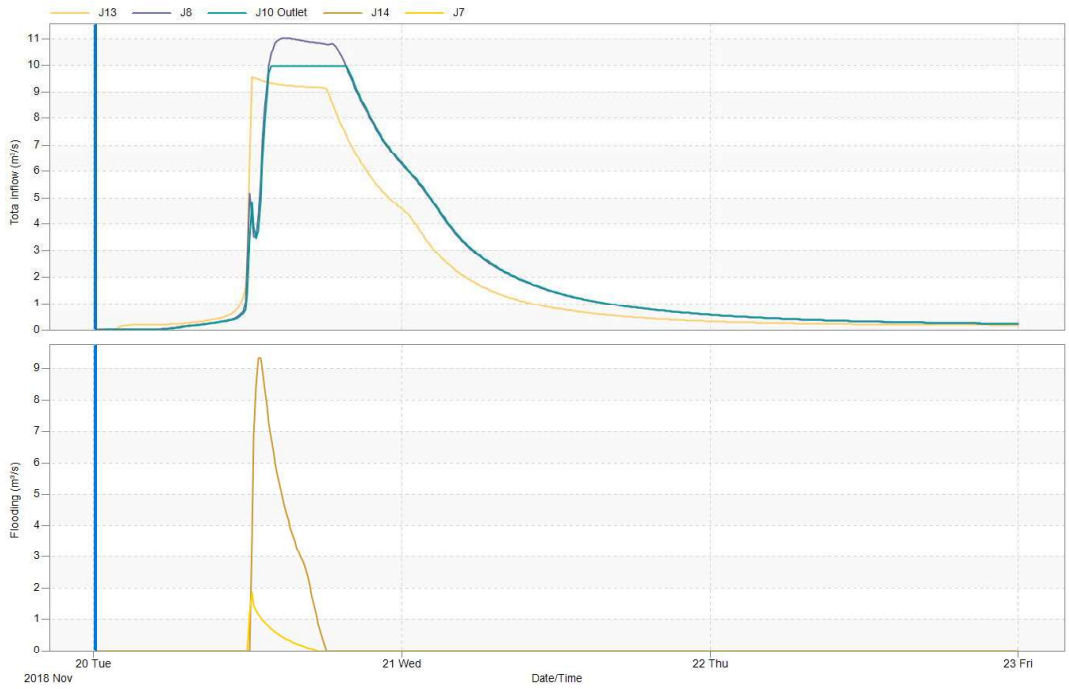


Figure 11 1:100 year Design Storm Runoff Hydrograph

For the 1:25 year design storm event, the runoff hydrograph is as follows. Additional hydrographs are shown for the Wignell outlet channels.

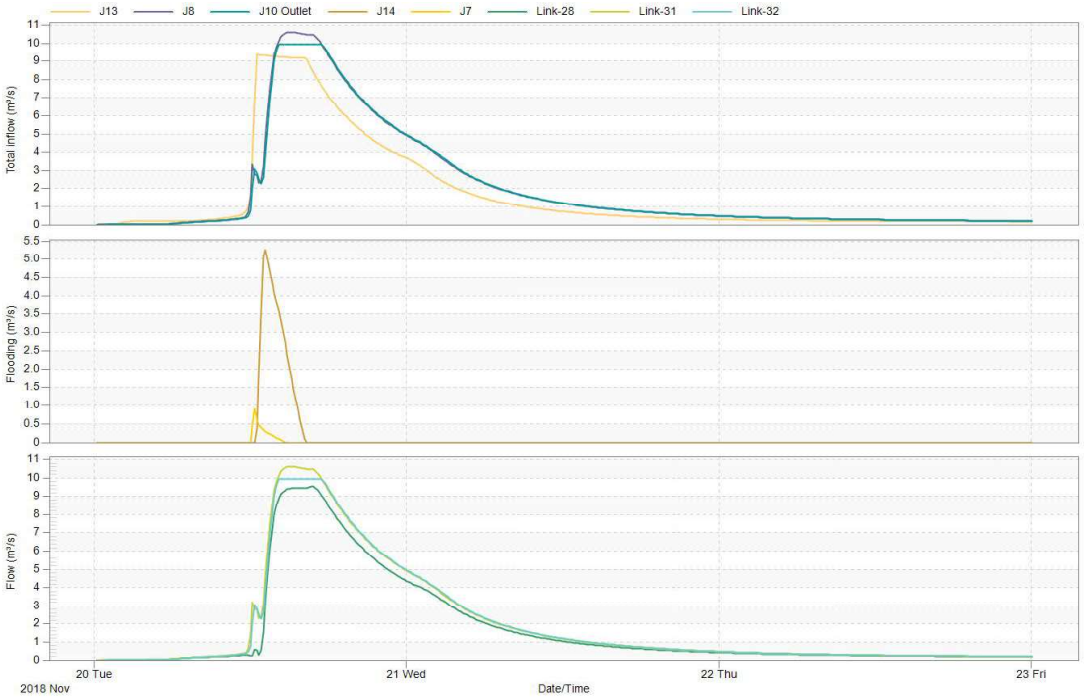


Figure 12 1:25 year Design Storm Runoff Hydrograph

The 1:25 year event shows a similar hydrograph as was shown for the 1:100 year Design Storm. This reflects the moderating influence that the Wignell Bog lands have

on the runoff hydrograph. The wide channel with low to zero slope does not run a high flow to the Wignell Gate Structure. There is an effective limit to the rate of runoff that can pass from the Friendship Trail, through the bog (former market garden area) and pass the Lakeshore Road East Bridge structure and Wignell Control Structure.

Table 1 Junction Runoff Results

Wignell Watershed - Junction Runoff Rates									
		Model	Max. Total Inflow (m^3/s)						
Drain	Crossing	Junction	100 YR	50 YR	25 YR	10 YR	5 YR	2 YR	1 YR
Port Colborne	PC-CS-007 2nd Conc. East	J21	2.928	2.425	1.966	1.417	**1.049**	0.606	
Port Colborne		J88	3.392	2.841	2.335	1.727	1.316	0.812	
PC Quarry P1		J19	0.118	0.118	0.118	0.118	0.118	0.118	
Port Colborne	PC-CS-005 Babion Rd.	J18	3.554	2.986	2.47	1.848	**1.425**	0.903	
PC Quarry P2		J20	0.057	0.057	0.057	0.057	0.057	0.057	
Port Colborne	PC-CS-004 Main Street East MTO Hwy #3 Rural Arterial	J17	4.893	4.041	**3.26**	2.328	1.708	0.977	
Port Colborne	PC-CS-003 Snider Road	J16	6.26	5.12	4.077	2.835	**2.015**	1.066	
Port Colborne	PC-CS-002 Killaly St East	J15	6.952	5.986	4.735	3.251	**2.274**	1.154	
		.. J14							
Michener		J1	0.37	0.31	0.255	0.19	0.146	0.092	
M- Branch	CS-101 Lorraine Rd.	J2	2.7	2.202	1.746	1.203	**0.846**	0.436	
Michener		J7	3.225	2.632	2.093	1.458	1.042	0.566	
Michener		J3	0.88	0.88	0.88	0.88	0.831	**0.452**	
Michener		J4	0.991	0.967	0.946	0.924	0.815	0.421	
Michener		J5	1.11	1.058	1.014	0.967	0.844	0.435	
		..J8							
Wignell		J22	3.217	2.632	2.098	1.463	1.045	0.559	
Wignell	W-CS-005 2nd Conc. East	J23	6.414	5.283	4.252	3.025	**2.209**	1.241	
Wignell		J24	6.717	5.519	4.324	2.884	1.988	1.015	
Wignell	W-CS-008 Main Street East	J25	8.667	7.004	**5.419**	3.537	2.325	1.021	
Wignell		J26	8.492	7.581	5.868	3.834	2.52	1.091	
Wignell	W-CS-003 Killaly St. East	J27	9.678	8.574	6.646	4.352	**2.865**	1.228	
W. Branch	CS-119 Killaly St. East	J87	1.497	1.226	0.978	0.684	**0.49**	0.264	
Wignell	W-CS-007 Lorraine Rd.	J28	8.793	8.354	7.776	5.098	3.356	1.417	
W. Branch	CS-120 Killaly St. East	J86	2.623	2.139	1.697	1.17	**0.823**	0.425	
Wignell		J29	10.06	9.321	8.681	6.095	4.036	1.71	
Wignell	W-CS-010 Snider Road	J30	11.311	10.211	9.317	6.55	**4.357**	1.857	
Wignell - Port Colborne Confluence	Friendship Trail	J14	**18.449**	16.801	14.5	9.942	**6.698**	2.996	
Bower/ W. Branch		J6	0.618	0.505	0.4	0.274	0.191	0.096	
Wignell		J13	6.528	6.385	6.24	6.102	6.026	3.04	
Wignell		J12	6.55	6.42	6.303	6.201	6.07	2.781	
Wignell - Michener Confluence	W-BS-001 Lakeshore Rd. East	J8	7.886	7.671	7.478	7.069	**6.71**	3.081	
Wignell		J9	7.886	7.671	7.478	7.069	6.71	3.081	
Wignell		J11	7.886	7.671	7.478	7.069	6.71	3.081	
Wignell		J10 Outlet						3.081	

The model uses colours for culvert design flow requirements. Yellow for local and MTO requirements.

Junction 11 corresponds to the Gate structure position within the node – link model. The gate structure itself is not modelled but the trapezoidal channel upstream and downstream is modelled for an idealized flow. The model shows a low 1:2 year flow

value of 3.1 cms rising to a peak flow of 7.9 cms. This is very different from the NPCA hydrologic model which predicts a flow upstream, downstream and through the gates of 14.79 cms for the 1:2 year storm.

4.2. HEC-RAS Analysis

The following are presented as key views of the HEC-RAS model presented by file, "Wignell-Michener_up.prj" referred to as Plan 03 updated, with a runtime date stamp of Jan 2010.

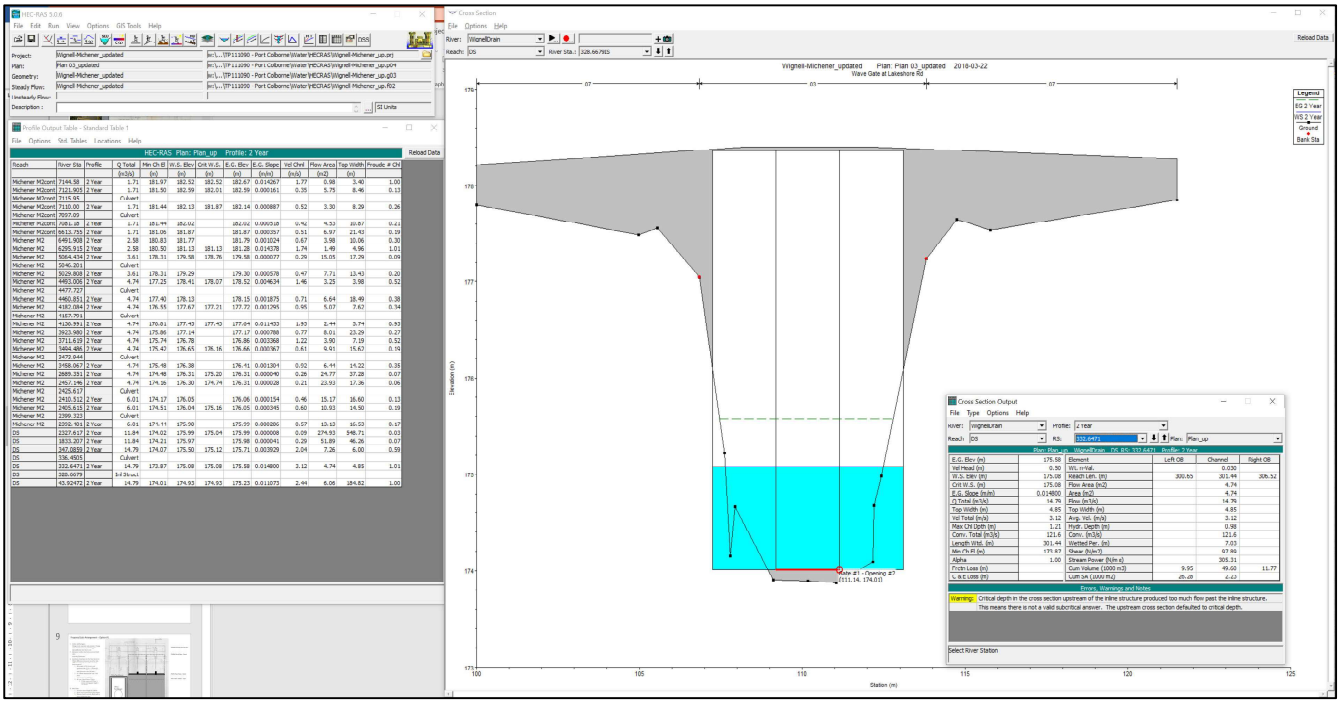


Figure 13 HEC-RAS X-section view of Wignell Gate Structure

There are a few observations to be made of this analysis.

1. There are three gates shown as being open for flow, when only 2 are functional. The gate in position 1 is blocked by the wet well for the pump is not available for flow as an open gate. Flow will occur through gate #1 once the level is higher than the inlet but it will not flow in the manner shown here.

2. The gates are shown as 2m wide when they are 1.8m with a 0.2m column between each gate. The sides are 0.3m and have wing walls. Thus the basic gate geometry and dimensions are not shown correctly.

3. The existence of a flow space under the centre gate is shown correctly and the gate inverts as compared to the channel bottom are as were shown by the surveyed of the CofPC in 2021.

4. The flow through the gate is reported as 14.79 cms based on a flow area of 4.74 m2 with an average velocity of 3.12 m/s resulting in a Froude number of 1.01 indicating super-critical flow just barely above critical. The water

surface elevation is reported as 175.08 m, which would be lower than the highest level of the gate position of 175.13 but just barely.

5. The energy grade line is shown in Figure 14 Outlet DS profile: Plan 02_updated. The portion through the gate structure is very steep consistent with high velocity flows through a constricted channel. It's also steep to the to the lake indicating a flow velocity of 2.44 m/s.

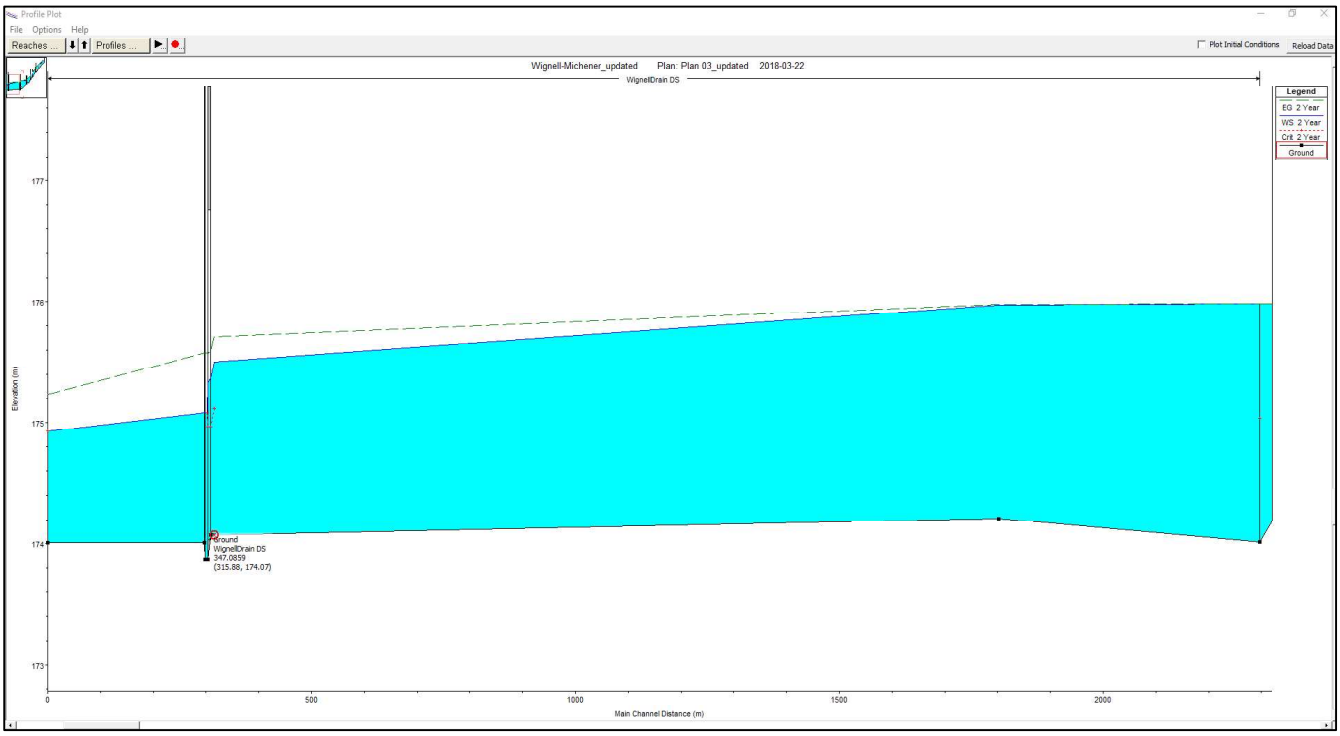


Figure 14 Outlet DS profile: Plan 02_updated

Conclusions from HEC-RAS

The smaller actual gate opening means that for the same flow to pass, the velocity would have to increase and this would be a larger Froude number and this doesn't seem representative of the observed flows through this area in the past. The forecast for a 2 year runoff peak flow through this gate of 14.79 cms would seem wildly inaccurate.

4.3. HY-08 Analysis

The Wignell Gate Control Structure was hydraulically modelled using HY-8 culvert analysis software. The gate structure was modelled using a concrete box with the same dimensions as the individual gate opening with a 100mm thick wall.

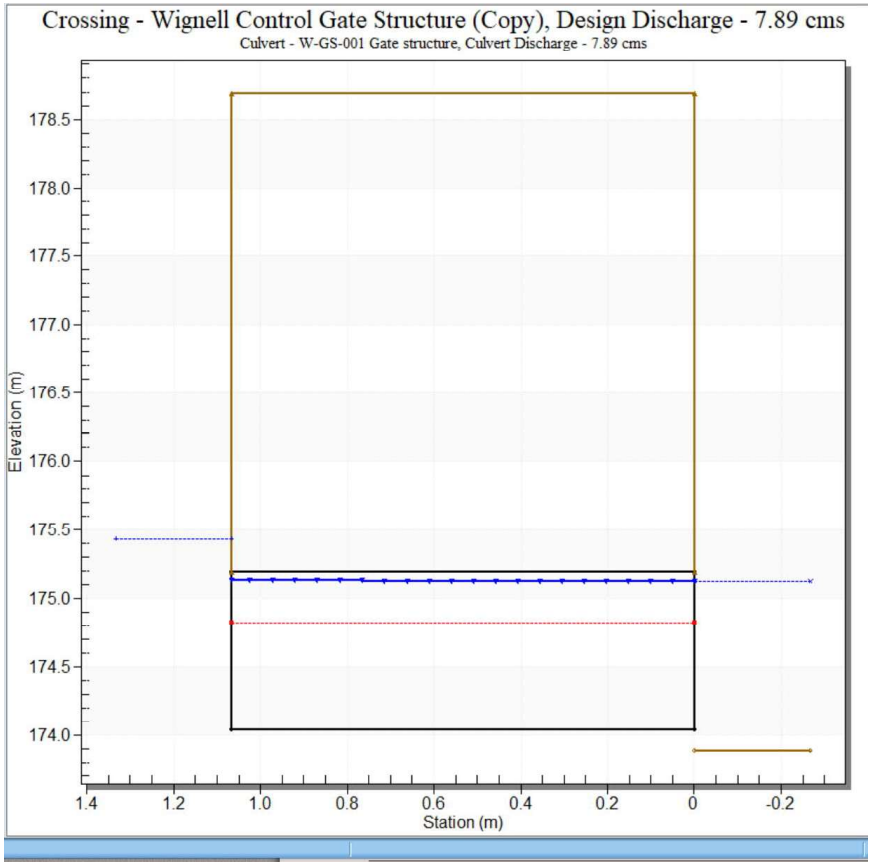


Figure 15 Wignell Gate Structure Hydraulic Analysis

The analysis shows that the two gate structures when open completely are able to pass a 7.89 cms design flow that also nearly matches the predicted outfall channel flow capacity of 7.3 cms. The capacity of the gate structure openings (2 are analyzed as the third is obstructed by the constructed pump wet well from 1993) under outlet control conditions. The outlet control reflects that the downstream slope, the channel to the lake is a very low slope trapezoidal channel. After that depth the opening is not available for flow as a result of the limit to which the sluice gate can be raisedResults

A target flow limit of 7 cms is proposed for the upset limit and the onset of pumping to reduce the overall impact of flows. Using the flow hydrograph presented in Figure 9 a volume to be shifted out using a pumping system is calculated to be 100675.8 cubic metre of runoff over a 9.5 hour period. This is a resulting flow rate of 2.94 cms or 10,600 m3 per hour, or 46,600 GPM.

Using the Engineering Toolbox calculator for Hydraulic Power, (as detailed above) the result for that flow rate and a hydraulic head of 3m is 116.17 Hp (86.6 kw) and a shaft power of 193.62 Hp (144.4 kw). Actual power requirements depend on TDH (total developed head), which is very low in this application.

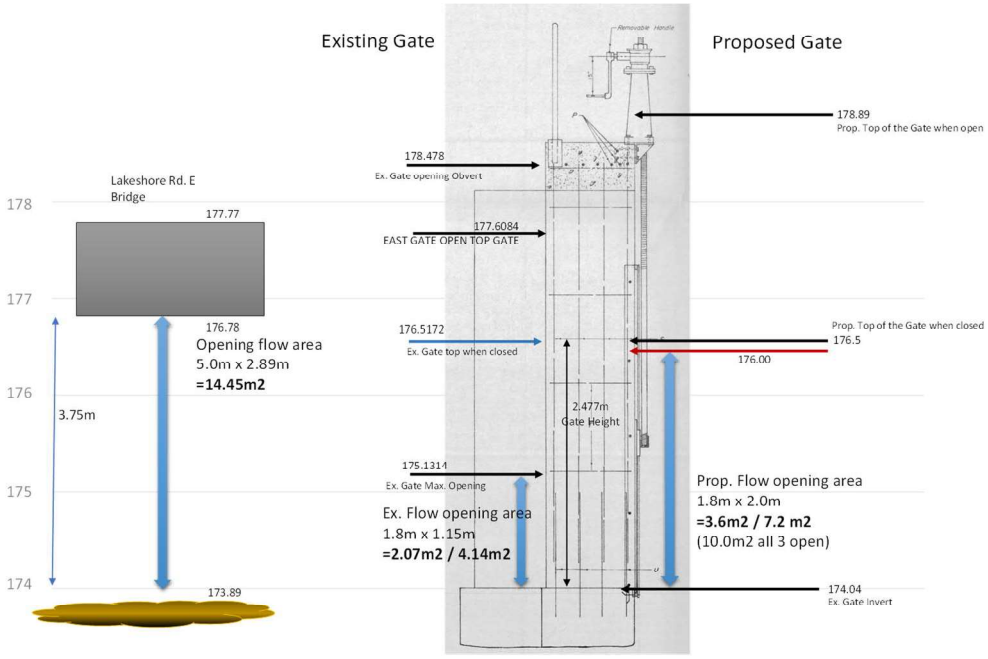
As indicated, for a 10,000 cubic metres per hour output, with a 480 rpm input, the pump would have a 900mm suction and discharge nozzle diameter and an impeller diameter of 1138 or 1139.

This compares to the original design basis for a 30in suction pipe with a unknown impeller size but a 30 hp motor with an output estimated at 0.4cms as compared to the target.

4.4. Gate Improvement Options

The existing gate movement has restrictions resulting from the addition of instream pumping pipes. The existing motorized gate lifting mechanism is on/off without limit switches or controls. It's proposed that this 50 year old structure be modernized and upgraded using actuators and other mechanical improvements. This is referred as a refurbishment of the existing gate structure, changes to make modest improvements for a small amount of capital invested so that the gate functions well for another 50 years.

Alternatively, a complete replacement of the existing bridge and/or gate structure is an option for improving the function of the gate structure. The bridge for Lakeshore Road East will require replacement at some point in the future and an integrated design with the gate structure would present options to save money overall. Instead of gate structures, a PE flap gate could be used which doesn't require electric power to operate and achieves the same function as the knife gates.



From analysis using the HY-8 software there is a limitation in the height of the gates. This shows that the capacity is only moderately improved with the gates raised above a specific height depending on the target design capacity.

From these two replace or refurbish positions, we identified 7 possible options for consideration. For each option, we calculated the x-sectional flow area possible to be improved and the resulting increase in max. flow through the structure that is likely to achieve. From this we estimated the cost for each option and determined a benefit

(max flow) that is compared against the cost charged to the watershed. For the bridge replacement, that cost would remain with the City for the Road portion of the project.

Table 2 Gate Structure Improvement Options

Options:	X-section Area (improved)	Q max, cms	Total Capital	$ assigned		Cost/Benefit
				Road	Watershed	$/cms
1.Improve movement for 2 of 3 existing gates = 7m2	7m2	7.5	$78,000	$0	$78,000	**$10,400**
2.Improve height and remove PS wet well	11m2	10	$100,000	$0	$100,000	**$10,000**
3.Complete replacement, 2 openings with PE flap gates 3x2m	12m2	12	$175,000	$0	$175,000	**$14,583**
4.Complete replacement, 2 3x2 openings with actuator lift gates	12m2	12	$250,000	$0	$250,000	**$20,833**
5.Put a new pump back in existing spot	7m2	0.4	$378,000	$0	$378,000	**$945,000**
6.Complete replacement with pump station	12m2	1	$850,000	$0	$850,000	**$850,000**
7.Integrated bridge and gate replacement.	16 m2	16	$1,200,000	$1,000,000	$200,000	**$12,500**

From this, the greatest benefit for improving flow through the gate structure is the refurbishment of the existing gate structure with new gates and removing the existing wet well to allow flow to pass through Gate position 1 again. If the bridge is to be replaced, then the integrated bridge / gate structure is a close second option.

This does not include operational costs in the assessment of a preferred option.

4.5. Tech Memo Limitations

This analysis is based on the information available at the time of preparation.

The PC-SWMM model is implemented as design aid for sizing drainage channels predominately in the areas of the upper watershed, north of the Friendship Trail, where there are drainage channel grades. As such, the role of storage within the runoff system is much greater than just the in channel storage that is assessed using the PC-SWMM model. The design drainage model can be said to be one dimensional model, (1D) and that the inclusion of storage for those portions of the drain that would have a culvert with a inlet condition controlling flow could be implemented as a two dimensional model (2D) such as has been performed in urban drainage modelling to assess the role and function of minor and major system flows. Implementing such a 2D model would require a more accurate Digital Elevation Model than is currently available using the NPCA DEM of 2010. The recent Provincial LIDAR for the Lake Erie North Shore would have been the ideal data set for implementing the 2D model; however, this data set does not extend as far East as Port Colborne and the Wignell Drain Watershed.

5. Conclusions:

The existing gate structure is built to control the backwater effects of seiche/surge storm conditions on Lake Erie. Recent storms have demonstrated a seiche/surge elevation impact of 176.5m, which the gate is able to control with the gates closed.

1. The existing gate structure is effective at controlling the impact of seiche/surge events from Lake Erie when the gates are closed before the storms impact occurs and opened immediately after the storm subsides.

2. The existing gate does not seal at the bottom and backwater flow does occur. This backwater flow should be prevented but not by causing an increase in outlet elevation. The gate bottom should be lowered instead of a sill raised.

This analysis shows that the former pump deployment was too small without the required capacity to meet the predicted peak flow requirements. The existing pump wet well and pump does not appear to have the required capacity to meet requirements during a design storm. Nor does it meet the expressed accepted standard rates described by Chatham-Kent. The peak flow pumping shows the need for a significantly larger pump that may not be deployable using the existing pump wet well.

3. A pump system sized for a 1 cms flow rate (16,000 USGPM) would be the minimum target design rate for a pump station.

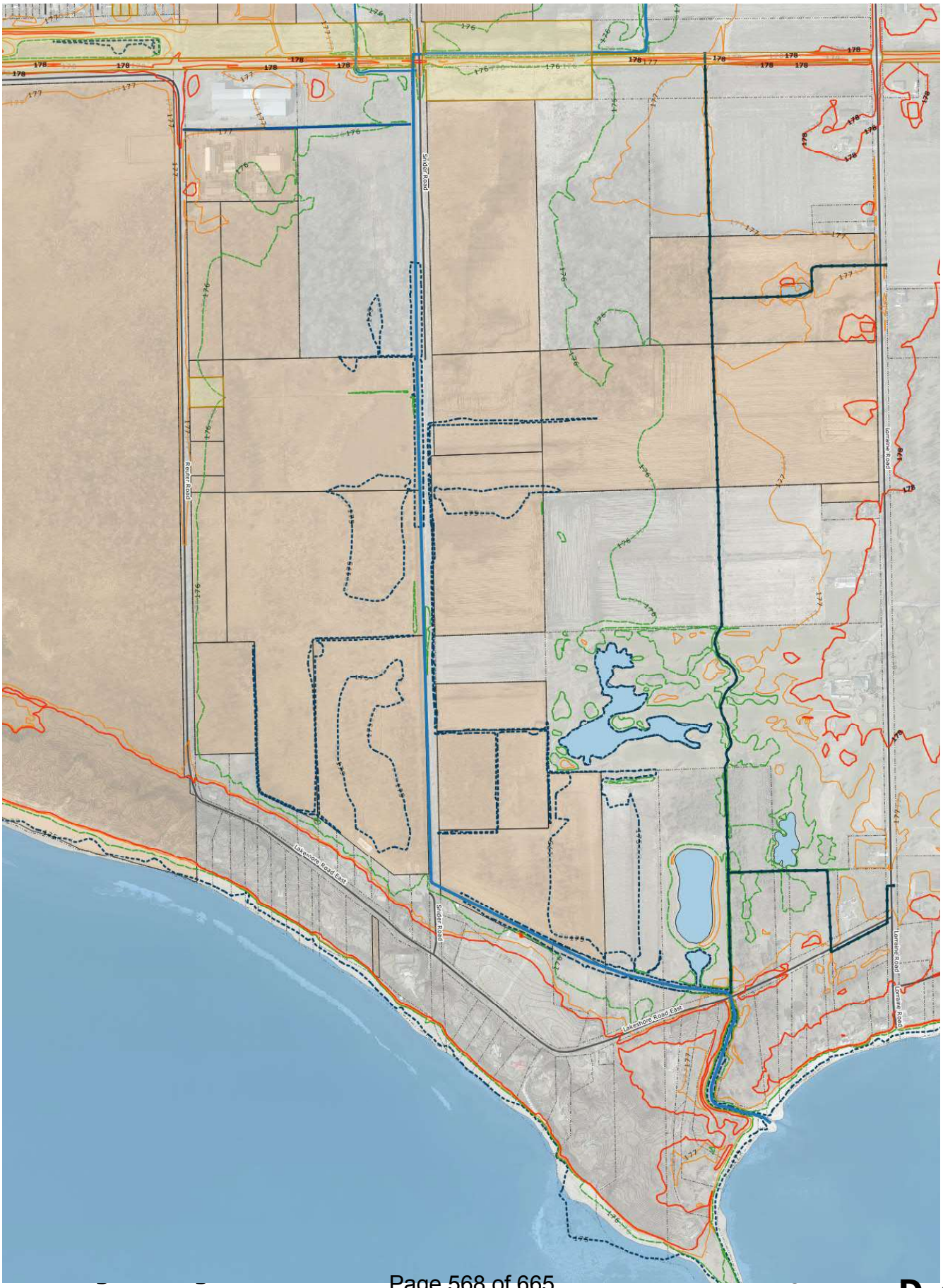
The existing gate structure with one opening blocked and two open with a high level gate elevation of 175.15m (maximum opening), provides 7.5 cms of flow capacity analyzed using HY-8 software with a downstream tailwater condition controlling the rate of flow through the gate structure. The downstream outlet capacity is controlled by the channel capacity and the slope to the lake. The lake elevation directly impacts the energy grade line controlling flow through the gate.

4. The refurbishment of the existing gates to optimize flow through the gate is the preferred option for improving the performance for the watershed.

5. If the bridge crossing Lakeshore Rd. E is planned for replacement then an integrated design including a new gate structure should be considered.

The existing lands north of the Lakeshore Rd E, west of Loraine and East of Snider could be implemented as a bog or stormwater detention facility. The use or the implementation of a bog/wetland to absorb and transpire flood water during significant runoff events would be a significant benefit to the watershed as a whole and for controlling flows to the gates specifically.

Prepared by:	Paul C. Marsh, P.Eng. Principal Engineer, EWA Engineering Inc.	
Signature:		Date:_____


Snider Road
Reuter Road
Lakeshore Road East
Lorraine Road

Appendix E:

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A1. ROLES

The Contractor is responsible for the construction site including all approvals required for compliance with applicable legislation not already completed by the City of Port Colborne.

The City of Port Colborne, who is further recognized as The Owner, shall be responsible party for allocation of resources in support of construction where required, such as road occupancy permits during construction.

The Drainage Engineer or the Drainage Superintendent shall supervise construction and the Drainage Engineer, Drainage Superintendent or their representative shall respond to any requests by the Contractor and identify any deficiencies between the Contractor's work and the Design documents.

The Drainage Engineer is the responsible designer and will provide technical direction to the Contractor on an as needed and as requested basis from the Drainage Superintendent or their representative.

A2 ENVIRONMENTAL CONDITIONS AND COMPLIANCE

The Contractor is wholly responsible for the site environmental conditions, compliance with applicable approvals and existing legislation. The Owner will facilitate environmental approvals, but the Contractor shall control the site and be the responsible party for all construction activities.

General requirements to be fulfilled by Contractor:

a) Department of Fisheries and Oceans, DFO.
Requirements to protect Fish and Fish habitat.

b) Endangered Species Act, 2007 ONTARIO REGULATION 230/08
https://www.ontario.ca/page/species-risk

c) Ontario Water Resources Act, R.S.O. 1990, c. O.40

d) On-Site and Excess Soil Management, 2019 ONTARIO REGULATION 406/19 Environmental Protection Act

e) O. Reg. 675/98: Classification and Exemption of Spills and Reporting of Discharges, Environmental Protection Act, R.S.O. 1990

Any other legislation applicable to the jurisdiction of the works.

A3 CONSTRUCTION LAYOUT

Conditions stipulated in the Niagara Peninsula Standard Contract Document also apply. Failure to comply with these conditions will result in a reduction in payment to this item.

a) Stakes

Contractor is responsible for setting any layout, alignment or grade control stakes required for construction. A Stake shall be placed to mark every cross-section grade and a second stake shall be placed to mark the limits of the Working Zone. Work Zone Stake shall be 4' wooden stake painted red at the top of the stake. Grade stake shall be placed at the Work Zone Top of Bank. X-Section stakes shall be placed at a maximum spacing of 25m. A recommended spacing shall coincide with the Profile drawings.

Prior to the start of Construction, the Contractor will stake and identify the difference between the existing grade and the design grade. The Drainage Engineer shall review the stakes and the measurement of the soil to be removed. Post Construction, the Contractor shall remove all stakes.

b) Project Signage

The Contractor is responsible for the installation and removal of all construction signage and is responsible for daily maintenance of all signage throughout the contract.

A4 INSTALL AND MAINTAIN SEDIMENT CONTROL DEVICES

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document and OPSS 577, the following shall also apply:

a) SILT FENCE

Silt fence is to be placed prior to disturbing soil adjacent to the drain that could be carried by runoff into the drain. This excludes the area of the drain where The Contractor is working to re-establish Drain grade and cross-section. It includes areas adjacent to the drain impacted by clearing and grubbing for work access.(missing is a description of where a silt fence is to be placed. How frequently across the drain.)

Silt fence shall be installed in accordance with OPSD 219.190 except that the minimum height above the invert of the drain shall be 500 mm. Silt fence materials shall be in accordance with OPSS 577.05.02.02 for geotextile and OPSS 577.05.03 for stakes. Stakes shall be 1.5 m minimum height.

The silt fence shall remain in place for the duration of the section that the Contractor is working and the Contractor shall make every effort to maintain it throughout the project. The Contractor shall request Approval from the Engineer or the Drainage Superintendent for the removal of the silt fence once each section of the drain is complete. Prior to the removal of the silt fence, the accumulated silt shall be removed and leveled adjacent to the drain in accordance with the disposal of excavated material section.

b) SEDIMENT BASINS

Sediment basins have been provided along the length of the drain in an effort to minimize the transport of sediment. The Contractor shall construct the sediment basins in accordance with the construction drawings in the locations indicated. Relocation of sediment basins can only be undertaken upon approval of the Engineer.

The Sediment basin is to be constructed prior to the upstream work and shall be monitored during construction for sediment accumulation and sediment removed if the basin has more than 50% of the 0.5m depth occupied with sediment. Once the upstream work is complete, the Sediment basin shall be converted from Construction to Final as per the Design Detail Drawings. Sediment accumulated during construction shall be removed and disposed of in the manner directed by the Contract.

A5 ACCESS & NOTICE

The City of Port Colborne’s Drainage Superintendent or designate shall provide affected landowners with notice of the commencement of construction.

It will be the Contractor's responsibility to inform the various businesses and residences of daily construction impacts in order to reduce/eliminate any problems with parked vehicles that may

interfere with their operations. Ingress & egress to the abutting businesses and residences must be maintained at all times.

The Contractor shall advise the Police Department, Fire Department and Niagara Emergency Medical Service on a daily basis, with current status of the construction as it pertains to the passage of traffic within the contract limits.

The Contractor will co-ordinate with local transit to ensure minimum interruption to bus schedules. Transit, school buses and garbage and recycling service vehicles will be given priority to maintain their schedule.

The Contractor shall also maintain/provide existing pedestrian access at all times to the businesses and residents during all phases of construction in an acceptable manner.

A6 AS-CONSTRUCTED DOCUMENTATION

For the 'as-constructed' works, the Contractor must provide the City of Port Colborne with an electronic version of the final drainage works as surveyed post construction, to be imported into AutoCAD or GIS. This copy must confirm that the design grade and cross-section details for all drainage work and the invert elevations and lengths for all culverts complies with the Engineer's Report. Survey spacing shall be to a minimum of 25m.

All work must be in an acceptable electronic format that the City of Port Colborne can use and all work must be completed using the verified geodetic benchmarks. The submission of the As-Constructed works will be in a common delimited format having the form as follows:

- Numeric key, Northing, Easting, Elevation, Coded identifier & optional description

For the coded identifiers, the City of Port Colborne will provide a table for reference. The City will certify the as-constructed files with respect to their completeness.

Failure to provide a certified as-built file will result in the delay of substantial completion and/or contract completion. In the event that the contractor asks the City to perform the AS CONSTRUCTED SURVEY, then payment for the lump sum item is negated.

B1 EARTH EXCAVATION

Work under this item shall include the supply of all labour, equipment and materials required for ditch excavation or any other type of excavation or earth work as outlined on the Contract Drawings. Ditch work involves clearing, excavation, leveling, and seeding as required. Specifications and information on the Contract Drawings shall take precedence over the standard specifications outlined below. The specifications below shall take precedence over the Niagara Peninsula Standard Contract Document Special Provisions B2.

B2 CONSTRUCTION

a) Vegetation Removal

All trees, brush, fallen timber and debris shall be moved from the ditch cross-section and to such a distance on each side to eliminate any interference with the spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed prior to excavation and put in piles, unless directed otherwise by the Engineer.

Any tree removed will be offered as wood to the property owner in the form of logs from the trunk where they lay and to be moved from the site by the owner at their expense. Tree tops shall be cut and limbs stacked as piles adjacent to the drain and within the work zone.

b) Excavation

The bottom width and the side slopes of the ditch shall be as shown on the profile(s) and/or cross-sections on the Contract Drawings. Side slopes are normally one and one-half metre horizontal to one metre vertical (1.5:1) unless otherwise noted on the Contract Drawings. If a bottom width is not specified then any excavation required shall be from the bottom of the ditch without disturbing the bank slopes subject to the clearing of brush required as described in a).

c) Profile

The profile(s) on the Contract Drawings show the depth and grade for the drain improvements. The description and elevation of benchmarks that were established during the survey are shown on the profile(s) in the location for each benchmark.

d) Line

The drain shall follow the course of the existing channel and/or shall be constructed in a straight line as outlined on the Contract Drawings. A uniform grade shall be maintained in accordance with the profile(s). A variation of one hundred millimeters (100mm) above the required grade will require the Contractor to remedy the grade to that given on the profile. The Contractor may be required to backfill any portion of the ditch that is excavated more than two hundred millimeters (200mm) below the required grade. All curves shall be made with a minimum radius of fifteen metres (15m).

e) Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain as directed on the Contract Drawings. Spoil upon excavation shall be placed a minimum one (1) metre back from the top of the bank, either existing or new. No excavated material shall be placed in tributary drains, depressions, or low areas, which direct or channel water into the ditch so that

no water will be trapped behind the spoil bank. The excavated material shall be placed and leveled to a maximum depth of three hundred millimeters (300mm); unless otherwise instructed. The edge of the spoil bank away from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with ordinary equipment without causing undue hardship on farm machinery and farm personnel. Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps unless the Contract Drawings specify that stumps can be covered with the leveled spoil. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones or boulders in the leveled spoil that are heavier than fifteen kilograms (15kg or approximately 300mm in size roughly referred to as man stone or the size of a stone that a single person can carry.) shall be moved to the edge of the leveled spoil nearest to the ditch but in general no closer than one metre (1) to the top of bank.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no extra compensation will be allowed for this work.

If the Contractor obtains written permission from an affected landowner stating that the owner does not wish the spoil to be leveled and such is approved by the Engineer, the Engineer may release the Contractor from the obligation to level the spoil. If spoil is not leveled that was to be leveled as part of the Contract, the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

If the affected landowner requests that the spoil be removed from the site instead of being spread adjacent to the drain within the work zone or that the grading requirement is to a higher standard than suitable for agricultural cultivation, then the Contractor shall provide trucking of the spoil including disposal at a suitable site or additional grading and shall provide the Drainage Superintendent with the specific costs for each landowner who requests such work. The Engineer shall assess the cost of the trucking of spoil to the landowner making such request.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. A written statement from the owners indicating their complete satisfaction with the leveling of the spoil is sufficient to comply with this specification. The final decision, with respect to leveling of the spoil, shall be made by the Engineer.

f) Excavation Through Woodlots

The Contractor shall minimize disturbance through woodlots by reducing the limit of excavation to the bottom width of the drain and a minimum side slopes. The drain shall be routed around existing trees at the direction of the Drainage Superintendent or where requested by the Engineer.

Prior to performing work through a woodlot, the Contractor in coordination with the Drainage Superintendent shall mark all trees for preservation or removal within the Drain or Workzone. This mark will consist of a physical identification that will be easily understood by the landowner and consist of either colour ribbons or specific paint markings (green to keep, red mark of an ‘X’ for removal).

g) Excavation at Bridge and Culvert Sites

The Contractor shall excavate or clean through all bridges and culverts to match the grade line and the downstream channel cross-section. Bridges that span from bank to bank may be carefully removed to permit excavation below the bridge and then replaced to original condition. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer before completing excavation in the area of a bridge or culvert if the excavation will expose the footings or otherwise cause bridge instability.

Where the invert of any pipe culvert is above the grade line, the Contractor will be required to remove the culvert, clean and relay it, so that the invert of the culvert is one hundred and fifty millimetres (150mm) below the grade for the ditch bottom at this location.

h) Obstructions

In all cases, the Contractor shall ensure that the finished drain is clear of obstructions to flow. The contractor will ensure that trunks are cut flush and that any debris or snags are removed as part of the bid price.

i) Fences and private furniture or equipment

The contractor will use the identified work zone for access and shall restore any fences to an equivalent or better condition than before construction. Where possible the Contractor shall perverse existing fences, private equipment and furniture in place but where it must be moved, the Contractor shall in all cases restore to a like or better condition than existed before construction.

j) Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet is damaged during, or altered due to construction, the Contractor shall repair or replace the damaged or altered outlet as part of the Contract. If an existing outlet pipe does require replacement the Contractor shall confirm the replacement outlet pipe with the Engineer. All tile outlets identified are considered part of the bid work.

Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. Where stone or concrete riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any outlet becomes plugged as a result of construction, the Contractor shall be obligated to free such outlet of any impediments. Where any damage results to tile leading to and upstream of the outlet, as a consequence of such construction, the Engineer may direct the Contractor to repair such tile and shall determine a fair compensation to be paid to the Contractor for performing the work.

B3 INSTALLATION OF NEW CULVERT

Work under this item shall include the supply of all labour, equipment and materials required for supply and installation of culverts as outlined on the Contract Drawings. The Niagara Peninsula Standard Contract Document Special Provision B7 shall apply but the specifications and information on the Contract Drawings shall take precedence over Special Provision B7.

The size and material for any new ditch crossings shall be as specified on the Contract Drawings. Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications for on-site assembly.

Where a new crossing replaces an existing crossing the following shall apply:

> If directed on the drawings that the existing crossing is to be salvaged for the owner the Contractor shall carefully remove the existing crossing and leave along the ditch or haul to a location as specified on the Drawings.
>
> If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site is not permitted.

All new pipe crossings shall be installed a minimum of 100mm below design grade (not as-constructed grade) or at the invert elevations as specified on the Drawings. If the ditch is over excavated greater than 200mm the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

When an existing crossing is being replaced the contractor shall save all granular and riprap. New crossings can be backfilled with compacted on-site native material that is free of large rocks or stones. Contractor responsible for any damage to a culvert pipe as a result of rocks or stones in the backfill.

All new crossings shall have a minimum 6m laneway width and end slopes shall be at 1:1 slope or flatter. Finished crossing elevation shall provide a minimum of 300mm cover. Finished crossing surface shall be a minimum 150mm depth of Granular A for the minimum 6m width and extending from top of bank to top of bank using salvaged granular or imported granular as required.

Installation of private crossings during construction must be approved by the Engineer before the culvert is installed.

Where riprap protection is called for at either or both ends of a new culvert, such riprap shall be in accordance with Special Provision B4.

Payment will be based on plan quantity.

Riprap to be adequately keyed in along the bottom of the slope. Riprap to extend to top of pipe or as directed on the Drawings. No riprap is required in the ditch bottom on the upstream side of a crossing. If riprap is required in the ditch bottom on the downstream side of a crossing it shall be specified on the Drawings. Any new end face slope not protected by riprap shall be seeded as per specifications for ditch bank seeding.

B4 HAND LAND RIP RAP WITH FILTER CLOTH

Rip rap complete with filter fabric underlay (geotextile) shall be placed by the Contractor at the locations shown on the drawing or as requested by the Drainage Superintendent. Rip rap shall consist of 200 – 250 mm dia. stones (min.) and shall be placed at 300 mm minimum thickness. Along upstream edges, where surface water will enter the drain, the underlay shall extend a minimum of 300 mm upstream from the rip rap and be keyed into the soil a minimum of 300 mm. The finished elevation of the rip rap shall be at design elevation or flush with the ground.

Work under this item shall include the supply of all labour, equipment and materials required for placing riprap as outlined on the Contract Drawings. The Niagara Peninsula Standard Contract Document Special Provision B20 shall apply but the specifications and information on the Contract Drawings shall take precedence over Special Provision B20.

B5 TREE PLANTING

All trees supplied are to be Carolinian Forest or understory native species consistent with Niagara Region.

https://www.ontario.ca/page/tree-atlas/ontario-southwest

There will be a 1 year warranty on tree survivability.

B6 BANK RESTORATION

Bank restoration extent is to the identified location indicated on plans and by the Drain Superintendent. Offset stakes are required prior to the commencement of construction. Inspection of the offset stakes is required prior to any work commencing along with the submittal of required environmental approvals.

B6.1 'IN WATER WORK'

All in-water and near water works will be conducted in the dry with appropriate erosion and sediment controls.

The erosion and sediment control strategies outlined on the plans are not static and may need to be upgraded/amended as site conditions change to minimize sediment laden runoff from leaving the work areas. If the prescribed measures on the plans are not effective in preventing the release of deleterious substance, including sediment, then alternative measures must be implemented immediately to minimize potential ecological impacts. NPCA enforcement officer should be immediately contacted, additional ESC measures such as a tarp to be kept on site and used as necessary.

An environmental monitor will attend the site to inspect all new controls, as well as on a regular basis, or following rain/snowmelt event, to monitor site conditions.

All activities, including maintenance procedures, will be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refueling and maintenance will be conducted a minimum of 30 metres from the water.

All grades within the Regulatory Flood Plain will be maintained, matched or as specified.

The Proponent/Contractor shall monitor the weather several days in advance of the onset of the project to ensure that the works will be conducted during favourable weather conditions. Should an unexpected storm arise, The Contractor will remove all unfixed items from the 100 year storm flood plain that would have the potential to cause a spill or an obstruction to flow; e.g. fuel tanks, porta-potties, machinery, equipment, construction materials, etc.

All dewatering/unwatering shall be treated and released to the environment at least 30 metres from a watercourse or wetland and allowed to drain through a well vegetated area. No dewatering effluent shall be sent directly to any watercourse, wetland or forest or allowed to drain onto disturbed soils within the work area. These control measures shall be monitored for effectiveness and maintained or revised to meet the objectives of preventing the release of sediment laden water.

All access to the work site shall be from either side of the watercourse. No equipment or vehicles are permitted to cross through the watercourse unless approved by the NPCA.

Fish and wildlife stranded within the work area shall be captured and released in a live suitable habitat upstream of the work area under the supervision of a qualified aquatic biologist. A permit from the Ministry of Environment (MOECP) may be required. The contractor is responsible for organizing any wildlife removal, if required.

Please notify NPCA enforcement officer and an NPCA project Manager 48 hours prior to commencing construction.

An environmental monitor will be on site, and provide advice, to ensure that activities that could have a negative impact to the natural environment are effectively mitigated as construction proceeds. The

environmental monitor shall notify the NPCA enforcement officer and the project manager if an issue arises.

Additional ESC measures or devices may be deemed necessary as site conditions change and shall be installed as directed by the Site Engineer, Contract Administrator or NPCA.

B6.2 LIVE STAKES AND NATIVE PLANT MATERIALS

Contractor to make good any and all damages outside of the work area that may occur as a result of construction at no extra cost.

Tree removals are to occur outside of the active period for bats (April 1st to August 31st) to avoid impacts to species at risk, including bats, birds, and Fowlers Toad. Contractor shall ensure the site complies with The Endangered Species Act.

Construction to occur during the warm water construction timing window of July 15 – March 15. No in water works to occur between March 15 and July 15. Construction timing windows are subject to DFO conditions for approval.

Quantity to be determined based on area of disturbance to be restored.

Live stakes should be from a minimum 2-year-old stock. Live stakes are to be installed at a density of 3 stakes per metre. Live stakes should be pre-soaked (submerged in water) for at least 24 hours after harvesting and immediately before installation.

Live stakes should not be stored for a period longer than 2 days, unless they are being soaked. The contractor shall protect plant materials from drying from the time of harvest until installed.

Live stakes are to be a minimum of 25mm in diameter and cut to a length of 1000mm. Cut angle at the bottom of the stake and flat on top. Trim all side branches while taking care not to damage the bark.

Install live stakes with the buds pointing upwards and thicker stem in the ground.

Live stakes should be installed using a large rubber mallet. 80% of the stake is to be below the surface Tamp the live stake into the ground at right angle to the surface.

In compact soil a pilot hole should be used to limit damage to the stakes. If using a pilot hole, repack the soil around the live stake. Live stakes should stand firm in the soil following installation.

All stakes not planted to the specifications above will be replaced at the contractor's expense.

B6.3 EROSION CONTROL BLANKET

A Biodegradable erosion control blanket (ECB) shall be installed on all disturbed natural surface following the placement of topsoil and application of the native seed mix.

The ECB must be constructed of 100% woven coconut fibre (eg coir) or straw mat within a geo jute netting (top and bottom) with biodegradable thread. Non - biodegradable material including polypropylene or plastic with a biodegradable rating are not acceptable. The minimum weight of the ECB must be 400g/m2 (12 oz/yd2).

To install, the ECB must be unrolled downslope or in the direction of the water flow. Adjacent ECBs should overlap a minimum of 150mm along the edges. at the end of each roll, fold back 100mm to 200mm of the ECB. Overlap this 100mm to 200mm over the start of the next roll. Secure the two layers to the ground securely.

Biodegradable or tapered wooden stakes shall be used to secure the blanket. Stakes shall be installed at the spacing recommended by the ECB manufacturer to prevent surface runoff from eroding the underlying soil.

B.9 WIGNELL DRAIN GATE IMPROVEMENT WORK

For in water work on the gates, it is allowable for the work to isolate all gates for the duration of work in the water using coffer dams or other methods of isolation in compliance with all DFO requirements.

During all phases of the work, the gate must protect from any and all storms that occur from Lake Erie such that the seiche or surge condition to a level of 176.5m does not cause a flow back across the gate during construction.

In the event that a storm does occur, the contractor is expected to bypass pump using the existing bypass system. A bypass pumping condition will exist if the gates are closed to seal against lake induced flow to a height of 176.5m and the water level on the upstream side of the gates is above 175.5m.

Bypass pumping will continue until the level is below 175.25m or the lake induced level returns to a normal, non-seiche / surge state.

B.10 WIGNELL DRAIN GATE AUTOMATION

This narrative contains two basic sections, the first will describe the overall functionality of the system, and the second contains a control description at the Input / Output (I/O) device level. Where the function of each device connected to the system is briefly described.

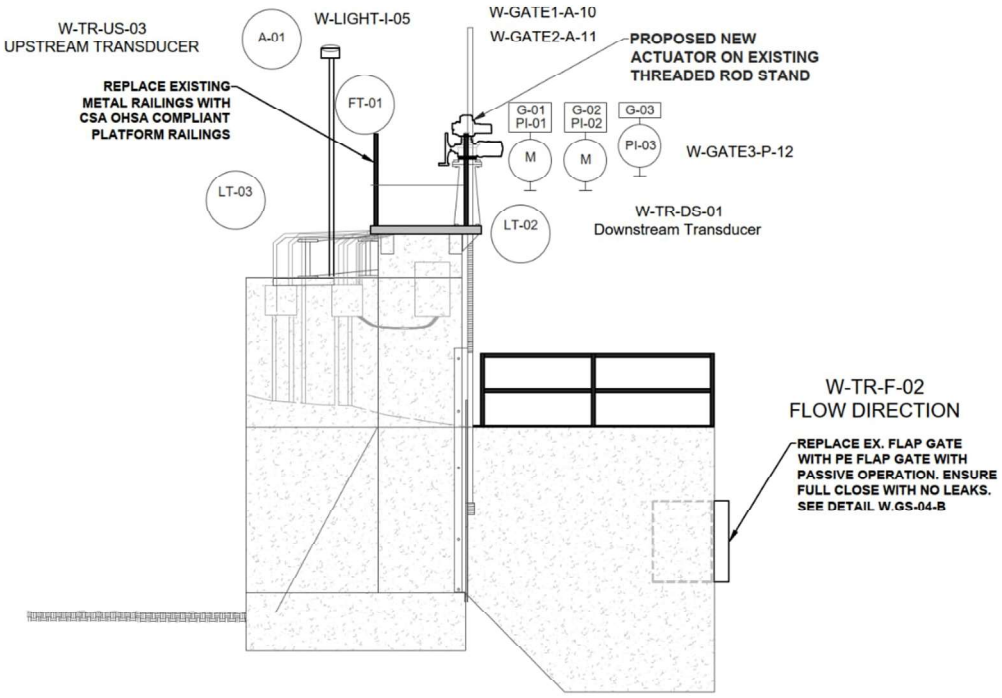


Figure 1 Process Instrument Diagram

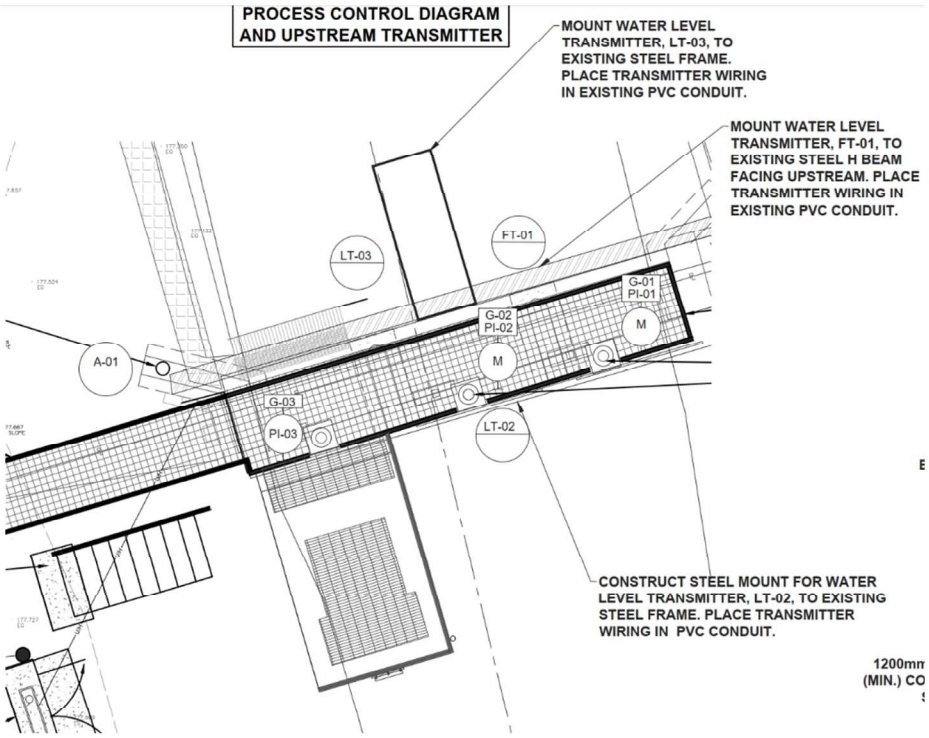


Figure 2 Plan View Wignell Gate Automation

A-01 warning light and audible

PI – Position (level) indicator

LT – Level Transmitter

FT – Flow Transmitter

M – Gate motorized actuator

B10.1 PROCESS CONTROL NARATIVE (PCN)

The two of the three existing knife gates are to have actuators installed and used to power the gates open and closed. The gates are to be closed when the system detects that the lake water level is higher than the drain water level which indicates that water is flowing backwards through the gate from the lake into the drain instead of out of the drain. The gates are closed to prevent this from continuing to occur.

Once the lake level has lowered or the drain level has risen above the lake level such that flow would resume downstream if the gates are open, then the gates are opened to allow downstream flow.

The following elements are part of the process control.

Gate #1 (W-GATE1) eastern gate, Gate #2 (W-GATE2) centre gate, are to be converted to actuator-controlled knife gates whose open / close position is used to permit flow out or block flow from the lake water flowing backwards into the drain.

Gate #3 (W-GATE3) is a blocked gate controlling the entrance to the former pump wet well. There is no active control on this gate and the gate is manually operated.

A-01 is an alarm composed of an audible and flashing light alarm to provide a warming indication prior to gate movement. The A-01 light is off for normal status and on as solid light for alarm indicating that there is a fault detected.

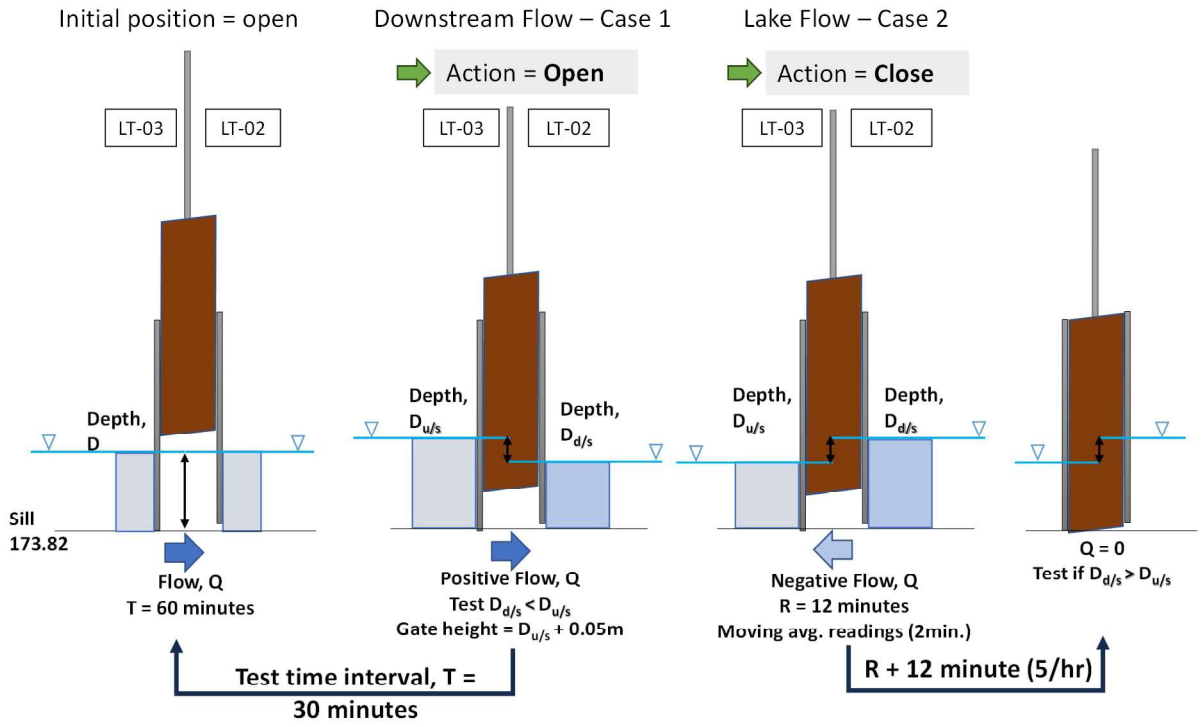


Figure 3 Level Transmitter Case Considerations

** where a singular gate word is used it is accepted that this means both gates working in sequence.*

Gate Control Startup

Default starting position on control start up is both gates to move to the fully open position from a closed position. Gate to cycle closed to open max height from a starting point. Alarm if fail on max. gate height is not reached as part of the start up or if gates do not fully close. This start up cycle is to confirm successful gate movement, or alarm to operator for response.

Gate startup option for alarm response during storm.

There is a specific start-up sequence that is to be operator selected on site for a special circumstance start-up condition. This anticipates that the operator has been called to site for some alarm and is responding to a failure notice from the gate system. In this specific circumstance, there is a storm, and the operator is at the site restarting the system.

In this case, the gates on startup for the storm sequence skip cycling between closed/open and instead go straight to closed and will remain closed until the operator tells the gate to go to automatic control and skip the open/closed sequence but testing levels and flow to confirm gate open/closed status.

Level Measurement Gate Control Sequence

1. If LT-03 reading upstream level and LT-02 reading downstream level is lower than the sill elevation (or minimum detection elevation) then pause all control for 3 hours. Existing Sill Elevation is 174.04 (proposed 173.82). Minimum detection elevation is determined by the LT-03 and LT-02 sensor selection and installation.
2. Test sequence is scheduled on a set time interval. Initial interval, T, is to be 30 minutes and then confirmed based on experience. However, the PCN requires that the test interval, T, be implemented as a parameter that can be adjusted by the operator.
3. Read upstream level (LT-03) and downstream level (LT-02) and confirm the existing starting difference is less than 6mm (1/4”). If greater than 6mm and negative (LT-03 minus LT-02), then a backflow may already exist and set gate to close and confirm using step 6.
4. Set gate height to half of the average height reported by LT-03 and LT-02.
5. After 5 minutes from gate movement to ½*D, calculate a differential comparing the upstream LT-03 subtracting the downstream LT-02 level reading.
    a. If positive, set gate height to D + 0.05m till test interval T is met.
    b. On detection of a negative result greater than 2.5mm difference, close Gate #1 and Gate #2 in sequence. Alarm using W-A1 prior to gate movement.
6. Read LT-03 and LT-02 on interval, reading interval R, and confirm negative or positive difference using a moving average calculation starting at + 2 readings (3 including the starting reading) to a max. of 5 readings. PCN requires that reading interval R be user configurable by the Operator.
7. Gates are to remain closed until there is a positive direction to flow out to the lake.
8. After test time R, and the gates are closed and the differential reading is greater than 6mm difference, from LT-03 minus LT-02, then open both gates to + 0.05 m above LT-03 elevation reading and flow direction is downstream, and go to Step 1.
9. Gates remain open on test interval T until a reverse flow is detected. If Flow is not detectable, essentially 0 lps and upstream LT-03 and LT-02 have no difference gates remain open.

Interval T is the test time between test reading of upstream and downstream levels. If R is short, then there is a risk that gate movement could be too frequent. If R is too long, there is a risk that flooding will start and the gates will not respond quickly enough. The default setting for R is to be 30 minutes.

Interval R is the test time between rolling average water level calculations. The rolling average is to be composed of water level measurements during a storm with a reading performed every 30 seconds. R, has a default setting of 12 minutes, which indicates a level check during a storm of 5 readings per hour to confirm flow direction.

At this location 300m from the water’s edge, the dynamic impact of wave action is expected to be small but not zero. The control system is expected to avoid excess movement caused by wave impact on the sensors. The use of the moving average (MA) calculation on readings from sensors over the reading interval R is expected to reduce wave or other impacts.

Flow Measurement Gate Control Sequence

The following describes additional gate control sequence where the installation of a flow measurement sensor is installed along with the level transmitters. For the Wignell installation, the FT-01 is proposed for installation on the upstream side. For the description of gate control, the flow sensor is a supplemental measure compared to the required level measurements.

1. If FT-01 reading upstream flow is positive, identifying the flow is downstream to the lake, then no action is required if the gates are open. FT-01 is determined on the test time interval, T and is considered a valid reading if the gates are open. If the gates are closed, then the flow reading is presumed to be compromised and not used for analysis.
2. After time T, the FT-01 reading is negative by a margin greater than Q_D (the flow detection max limit), initial setting of -0.1 cms (-1.7 lpm), then go to step 4 of Level Measurement Gate Operation to confirm that the flow is moving upstream (negative). QD is to be user adjustable through the system interface.

A status reporting interface is to be always accessible from remote locations. Gate reporting interface to be accessible from HMI interface through computer and smart phone. Gate position, movement events, flow, and level readings to be stored for 1 month and monthly auto upload to City's server for historical archive.

The following are known conditions that are expected to be within the control system operation parameters.

1. No runoff/water upstream or water that is static and not moving through the outlet. (drought condition).
2. Low lake elevation with storm induced runoff, (typical condition).
3. High lake elevation with minor storm runoff, (seiche condition).
4. High lake elevation and high storm runoff, (significant precipitation event + surge).
5. Winter events consisting of ice, ice shelf, other ice impacts. The control system is to be winter resilient.
6. Lake seiche event with dynamic energy impacts including detritus and debris. Alarm issued to operator where gate operation is negatively impacted.
7. Runoff debris carried into the gates. Detection of gate obstruction with alarms issued to operator.

Diagnostic Testing:

1. Once a week exercise both gates from an open position to closed position and returning to open if not starting from a closed position on the trigger of 1 week timing.

Alarm indicators:

1) Gate movement, light and sound warning prior to movement (open or closed).
2) System fail – power loss, corrupt status, etc.
3) Gate obstructed – actuator status report, trigger notice event to operator and flash warning light.
4) Gate fail – trigger notice event.
5) Sensor fail – trigger notice event.
6) High Level warning – trigger notice and flashing light with U/S or D/S Level sensors report greater than 176.52m height.

B10.2 SENSOR & INSTRUMENT LIST

The following sensors and instruments are shown in drawing W.GS-05.

FT-01 is a flow sensor that includes the flow and flow direction.

FLT-02 is a level transducer to measure the downstream gate side water level.

FLT-03 is a level transducer to measure the upstream gate side water level.

W-G3-P-12 is a position sensor on Gate #3 to report gate open / closed status.

G-01 PI-01 is a transducer supported gate position indicator sensor.

G-02 PI-02 is a transducer supported gate position indicator sensor.

I&C	Label	TAG	Preferred Instrument
W-G1	Gate #1 (eastern gate)	W-G1	NA
W-G2	Gate #2 (middle gate)	W-G2	NA
W-G3	Gate #3 (western gate)	W-G3	NA
W-FG1	Flap Gate (on discharge pipe)	W-FG1	NA
FLT-01	Flow Transmitter	W-TR-01	Supplier submission +-1.7 lpm
FLT-02	Downstream Level Transmitter	W-TR-02	E+H Micropilot FMR20 Radar Level Transmitter or approved equivalent +-2mm
FLT-03	Upstream Level Transmitter	W-TR-03	E+H Micropilot FMR20 Radar Level Transmitter or approved equivalent +-2mm
FLT-04	Not used		
G-01	Gate #1 Actuator Close/Open	W-G1-A1	AUMA Model SA16.2-26A-AC01.2
PI-01	Gate #1 Position Indicator	W-G1-P1	With Position transmitter, 4-20mADC output, self powered
G-02	Gate #2 Actuator Close/Open	W-G2-A2	AUMA Model SA16.2-26A-AC01.2
PI-02	Gate #2 Position Indicator	W-G2-P2	With Position transmitter, 4-20mADC output, self powered
G-03	Gate #3 Manual Gate #3 Position Indicator	W-G3	NA
A-01	Gate Movement Warning Indicator	W-G-M01	Supplier submission

Sensor mounting hardware will depend on the type of sensor purchased and follow recommended manufacturer requirements.

B.11 WIGNELL DRAIN MECHANICAL ADDITIONS

The following are items of equipment to be added to the Wignell Gate Structure.

In all cases the Contractor is required to confirm all dimensions and fit for all equipment prior to commencing work or ordering parts and equipment to be supplied on the project.

B11.1 BLIND FLANGE

Blind flange dimensions are covered in ASME B16.5 but are to be adjusted to fit the existing pipe. The main material of the flange shall be formed from Carbon steel: ASTM A105 Class 150. The flange will be supplied as a flat face (FF) flange with a minimum of 4 SS bolts.

B11.2 CAMLOCK CONNECTION

Connection to the existing 400mm nominal steel pipe is to be made using a 150mm diameter threaded saddle connection to fit the pipe. Saddle to be Romac DI 202S or approved equivalent.

Contractor to confirm all sizes and general arrangement prior to commencement of work.

B11.3 GATE #3 EXTENSION

The existing gate is to be extended to match the height of gates 1 and 2 using the same materials as the existing gate. Contractor to weld extension to ensure that no gaps permit water to flow through the extension. Existing threaded rod connection to remain as is.

Contractor shall supply a welding diagram prior to commencement of the work.

B11.4 PE FLAP GATE

GENERAL SPECIFICATION

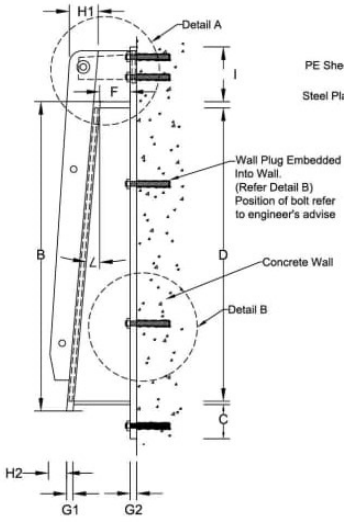
Material:PE100 Circular: ID 750mm nominal, contractor to confirm ID of existing pipe.

Colour: Carbon Black content of the raw material used must be not less than 2% in weight. The requirement of the carbon black is to give UV protection from sunlight.

PE Wall Mounted “Spiral" Flap Gate (Circular Type)

The flap door is designed to rest on the collar frame at an angle of 5° / 10° from the vertical plane.

https://www.spirolite.my/wp-content/uploads/2021/06/2021-PE-FLAP-GATE-BROCHURE.pdf



SIDE VIEW

Installation

Make sure the surface is clean and dry before grouting sealing between the concrete wall and the back plate. To ensure no leakages after install. Tighten nuts for studs or anchors evenly, don’t try to pull a gate frame tightly against an uneven wall surface. This, in most cases, will cause excessive leakage.

B11.5 Actuator for Open/ Close Service

AUMA Electric Actuator Model SA16.2-26A-AC01.2 with a Supply Voltage: 220/3/60 VAC or approved equivalent.

C1 COMPLETION

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.

Payment is for all work complete on the basis of a measured linear distance inclusion of all items identified above. Where a culvert is removed and reinstalled, compensation shall be in the form of a per each payment. Where a tile is discovered and constructed as an outlet, compensation will be in the form of a per each payment for tile outlets repaired.

C2 AS-CONSTRUCTED DOCUMENTATION

For the 'as-constructed' works, the Contractor must provide the City of Port Colborne with an electronic version of the final drainage works as surveyed post construction, to be imported into AutoCAD or GIS. This copy must confirm that the design grade and cross-section details for all drainage work and the invert elevations and lengths for all culverts complies with the Engineer's Report. Survey spacing shall be to a minimum of 25m.

All work must be in an acceptable electronic format that the City of Port Colborne can use and all work must be completed using the verified geodetic benchmarks. The submission of the As-Constructed works will be in a common delimited format having the form as follows:

> Numeric key, Northing, Easting, Elevation, Coded identifier & optional description
>
> For the coded identifiers, the City of Port Colborne will provide a table for reference along with an example file from a past project for comparison. The City will certify the as-constructed files with respect to their completeness.

Failure to provide a certified as-built file will result in the delay of substantial completion and/or contract completion. In the event that the contractor asks the City to perform the AS CONSTRUCTED SURVEY, then payment for the lump sum item is negated.

A4 PAYMENT; Payment in full at the lump sum bid price for this item shall be made only upon completion and approval by the Contract Administrator.

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

.1 The General Contractor shall furnish all labour, material, tools, equipment, supervision and other services as may be required to execute the work described in the specification and on the accompanying drawings.

.2 Misinterpretation of any requirements of either the drawings or specifications will not relieve the General Contractor of responsibility to complete the work, if in doubt contact the Contract Administrator for written clarification prior to submitting tender price.

1.2 SITE EXAMINATION

.1 Before submitting tenders, carefully examine all drawings and all specifications having a bearing on the work, visit the site and thoroughly ascertain that the work can be carried out satisfactorily without any changes to the drawings or specifications. No extras will be allowed for anything, which would have been revealed in the course of such an examination.

1.3 CODES AND STANDARDS

.1 Electrical Equipment, controls equipment and instrumentation supplied and installed by the contractor shall comply with the latest versions of the following standards, codes and regulations:

.1 Ontario Electrical Safety Code (OESC)

.2 Canadian Standards Association (CSA)

.3 Canadian Electrical Code (CEC)

.4 Standards Council of Canada (SCC)

.5 Electrical and Electronic Manufacturers Association (EEMAC)

.6 Institute of Electrical and Electronic Engineers (IEEE)

.7 Insulated Power Cable Engineers Association (IPCEA)

.8 National Electrical Manufacturers Association (NEMA)

.9 National Fire Protection Association (NFPA)

.10 Workplace Safety and Insurance Board (WSIB)

.11 Measurements Canada

.2 Confirm area classifications prior to commencing work.

.3 Comply with Electrical Safety Authority Bulletins in force at time of tender submission. While not identified and specified by number in this Division, bulletins are to be considered as forming part of related standards.

.4 Comply with current regulations of the National Building Code, and the requirements of all applicable Municipal and Provincial Codes and regulations.

.5 Abbreviations for electrical terms: to CSA Z85-1983.

1.4 PERMITS AND FEES

.1 Obtain and pay for all permits and fees required for the execution and inspection of the electrical work and pay all charges incidental to such permits.

.2 Submit to the Inspection Department of Electrical Safety Authority a necessary number of drawings and specifications for examination and approval prior to commencement of work. In addition, if required by the Inspection Department of Electrical Safety Authority, prepare and submit any other drawing required for approval.

.3 Arrange and pay for all special inspections of equipment specified as required.

1.5 INSPECTIONS

.1 Furnish a Certificate of Acceptance from Inspection Department on completion of work. Correct installed work as directed by authorized inspector of authorities having jurisdiction. Notify the Contract Administrator prior to making changes.

1.6 COOPERATION OF TRADES

.1 Read complete specifications and drawings and conform with their requirements before proceeding with any work specified in this Division related to other Divisions.

.2 Co-operate with all other trades on the job, so that all equipment can be satisfactorily installed, and so that no delay is caused to any other trade.

.3 The General Contractor is responsible for sending all applicable contract documents to the vendors.

1.7 MATERIALS AND EQUIPMENT

.1 Use new materials and equipment unless otherwise specified.

.2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.

.3 Use products of one manufacturer or equipment for material of same type of classification unless otherwise specified.

.4 Materials and equipment of manufacturer specified have been incorporated on the drawings with space and area required for the respective manufacturer’s equipment.

.5 Equipment and materials to be CSA certified. All electrical products shall be tested, certified and labelled in accordance with a certification program accredited by the Standards Council of Canada. Where there is no alternative to supplying non-CSA equipment, the General Contractor to obtain special approval from the appropriate inspection authorities.

1.8 SHOP DRAWINGS

.1 Submit shop drawings in accordance with Division 16 for all major components including, but not limited to:

- .1 Outdoor Enclosure NEMA 4X Stainless steel
- .2 VFD Panels, VFD and associated equipment
- .3 Circuit Breakers and Disconnect Switches

.4 Distribution Panels

.5 Cabling

.6 Generator

.7 ATS

.8 SPD and Metering Devices

.9 Transformers and Distribution Equipment Bus splitter

.10 UPS

.11 Communication and Network Equipment

.12 Instrumentation, Transmitters and Other Field Devices.

.13 PLC, SCADA

.14 Integration Loop Drawings.

The above list shall not be considered finalized. Any major components not indicated on list will require shop drawings to be submitted to the Contract Administrator.

1.9 DRAWINGS

.1 Drawings, which accompany these Specifications, are diagrammatic and show the general location of the electrical and instrumentation equipment.

.2 Do not scale Drawings but use only dimensions that are shown. Where exact building dimensions and details are required, use only figured dimensions as shown on Drawings for jobsite dimensions.

.3 Make changes or additions to the electrical/instrumentation system as dictated by the civil, structural or mechanical conditions at no extra cost to the Owner.

1.10 LOCATION OF ELECTRICAL EQUIPMENT

.1 The location of any panel, equipment, outlet, raceway and wiring may be changed by the Contract Administrator if the new location is within a limit of 3,100 mm radius of the original location. Provide changes without extra cost if requested before installation in the original locations and provide the Contract Administrator at minimum two business days advanced notice before installation.

.2 Confirm the exact locations of all equipment and devices on site to ensure mounting heights, accessibility and ascertain location and elevations of connecting conduits, piping and other interferences.

.3 Confirm the location of all mechanical equipment, existing equipment and equipment supplied by others in reference to the connections, locations and connection requirements prior to the installation of conduit and wiring to the equipment.

1.11 MOUNTING HEIGHTS

.1 Mounting height of equipment is from finished floor to centreline of equipment unless specified or indicated otherwise.

.2 If mounting height of equipment is not specified or indicated, verify before proceeding with installation.

.3 Install electrical equipment at following heights unless indicated otherwise.

.1 Local switches: 1,400 mm.

.2 Wall receptacles:

.1 General: 300 mm.
.2 Above top of continuous baseboard heater: 200 mm.
.3 Above top of counters or counter splash backs: 175 mm.
.4 In mechanical rooms: 1,400 mm.

.3 Panelboards: as required by Code or as indicated.

.4 Fire alarm stations: 1,500 mm.

.5 Fire alarm bells: 2,100 mm.

.6 Wall mounted telephone outlets: 1,500 mm.

.7 Individual safety switches: 1,300 mm.

.8 Thermostats: 1,500 mm.

1.12 LABELS AND SIGNS

.1 Unless otherwise specified, signs shall comply with CAN/CSA-Z321-96(R2006) Signs and Symbols for the Workplace.

.2 Manufacturer nameplates and CSA labels to be visible and legible after equipment is installed.

.3 Provide engraved lamacoid nameplates for all new, major electrical equipment such as disconnect switches, panelboards, control panels, etc. For instrumentation and field device where lamacoid nameplates are not practical, provide engraved stainless-steel hanging labels/tags.

.4 Lamacoid 3 mm thick plastic engraving sheet, black face, white core, mechanically attached with self-tapping screws.

Nameplate Sizes

Size 1	10 x 50 mm	1 line	3 mm high letters
Size 2	12 x 70 mm	1 line	5 mm high letters
Size 3	12 x 70 mm	2 lines	3 mm high letters
Size 4	20 x 90 mm	1 line	8 mm high letters
Size 5	20 x 90 mm	2 lines	5 mm high letters
Size 6	25 x 100 mm	1 line	12 mm high letters
Size 7	25 x 100 mm	2 lines	6 mm high letters

.5 Provide warning signs as specified or to meet requirements of Inspection Department and the Contract Administrator.

.6 Wording on nameplates and labels to be submitted as a Category 1 shop drawing submittal for review by the Contract Administrator prior to manufacture.

.7 Nameplates for junction boxes, terminal boxes, pullboxes, etc., larger than 100 mm square to indicate system and voltage characteristics.

.8 Field mounted control devices shall be identified by the equipment name, device control function and panel number that provides the source of power.

.9 Individual pilot devices on control stations, contactors and starters shall be identified with small lamacoid plates indicating the function that it provides.

.10 Transformers: nameplates to indicate designation, capacity, primary and secondary voltages.

.11 Panelboard nameplates to indicate designation, voltage and supply source.

.12 Control devices nameplate to indicate device tag, panel and PLC I/O number. Provide size 5 nameplate.

.13 Provide size 7 nameplate on all PLC panels indicating panel name, number, voltage, current, frequency.

.14 Submit list of nameplates indicating size, colour, description to the Contract Administrator as a Category 1 shop drawing submittal for review prior to ordering.

.15 Provide self-adhesive labels within the interior of all control panels and control stations to indicate the specific device (pushbutton, pilot light, etc.) reference number.

1.13 SLEEVES, INSERTS

.1 The General Contractor is responsible for supplying and setting of all sleeves and inserts for conduit.

.2 Floor sleeves, where required, shall extend 100 mm above floor. All sleeves to be made from schedule 40 steel pipe.

.3 Seal all sleeves with an approved fire stop material after installation of all conduits. Ensure all penetrations to hazardous location are sealed with EYS fittings to meet the requirements of the OESC.

1.14 CONCRETE BASES, CURBS, AND STEEL SUPPORTS

.1 The General Contractor shall furnish and install all structural steel supports, platforms, braces, tie rods, etc., required to support or hang all equipment installed under the electrical contract. All supports shall be attached to the building structure. Supporting electrical equipment, wiring, conduit, etc., from ductwork, piping, equipment, etc., will not be accepted.

1.15 CUTTING AND PATCHING

.1 All cutting of openings to walls, floors, foundations, footings, ceilings, plaster and drywall ceilings, roof or any other surfaces or finishes shall be performed by qualified tradesman specializing in that particular field.

.2 All patching, painting and making good of walls, floors, ceiling, partitions and roof shall be done by a qualified tradesman specializing in that particular field.

.3 Under no circumstances shall any cutting or burning of the structural parts of the building be undertaken without the written authority of the Contract Administrator.

.4 Provide patching and sealing of all new and existing openings for conduits passing through walls, floors, ceiling and roof.

.5 Maintain fire ratings around conduits/cables through floors, ceilings and fire rated walls.

1.16 WIRING TERMINATIONS

.1 Lugs, terminals and screws used for termination of wiring to be suitable for copper conductors.

.2 Identify wiring with permanent indelible identifying markings, either numbered or coloured plastic tapes, on both ends of phase conductors of feeders and branch circuit wiring.

.3 Maintain phase sequence and colour coding throughout. Colour code to CSA C22.1.

.4 Identify all control wiring with typed permanent indelible markings using vinyl self-laminating wrap on wire markers at all termination points of each conductor. Wire numbers shall be based on equipment identification numbers as per the schematic drawings unless otherwise indicated. Allow for up to 12 characters per tag. Final numbering scheme to be approved by the Contract Administrator on behalf of the Owner during construction.

.5 Identify all motor wiring with typed permanent indelible markings using vinyl self-laminating wrap on wire markers at all termination points of each conductor. Wire numbers shall be based on terminal identification numbers or motor numbers as indicated on the schematic drawings.

1.17 GROUNDING

.1 Provide all equipment grounding as required regardless whether it has been shown on the drawings or called for in this specification as per the requirements of the Ontario Electrical Safety Code.

.2 Arrange grounds so that under normal operating conditions no injurious amount of current will flow in any grounding conductor.

.3 Include a separate ground wire to all devices, which are rewired and to all new devices. The conduit system is not to be used as the sole grounding path.

1.18 CO-ORDINATION OF PROTECTIVE DEVICES

.1 Ensure protective devices such as overcurrent trips and fuses are installed to required values and settings.

1.19 DISCONNECTION OF EXISTING EQUIPMENT

.1 Ensure the disconnection of any existing equipment and provided backup until the new equipment are installed.

1.20 PROTECTION

.1 Protect exposed live equipment during construction for personal safety.

.2 Arrange for the installation of temporary doors for rooms containing electrical distribution equipment. Keep doors locked except under direct supervision of an electrician.

1.21 CONTROL OF DEBRIS

.1 At all times keep the premise free from all accumulations of debris resulting from the electrical work.

1.22 CLEANING

.1 Do a final cleaning in accordance with Section 01710 – Cleaning.

1.23 CONTINUITY AND RESPONSIBILITY

.1 Schedule the electrical work so that disruption to the rest of the circuitry will be kept to a minimum. Co-ordinate with the Owner to schedule shutdowns required for system connection for equipment replacement.

.2 Obtain the Owner's authorization when a circuit is to be de-energized.

.3 Ensure service continuity to existing circuits not affected by the construction work. Make temporary connections if necessary.

.4 The General Contractor is responsible for any damage resulting from modifications to existing facilities such as underground cables, hard surface areas, watermains, and other utilities. The General Contractor to restore, replace or repair all such damage to the satisfaction of the Contract Administrator. Wherever possible obtain locates prior to commencing work.

1.24 LOAD BALANCE

.1 Measure phase current to panelboards with normal loads operating at time of acceptance. Adjust branch circuit connections as required to obtain best balance of current between phases and record changes.

.2 Measure phase voltages at loads and adjust transformer taps to within 2 percent of rated voltage of equipment.

.3 Submit, at completion of work a report listing phase and neutral currents on panelboards, transformers and motor controls operating under normal load. State hour and date on which each load was measured, and voltage at time of test.

1.25 FIELD QUALITY CONTROL

.1 All electrical work shall be carried out by qualified, licensed electricians or apprentices under direct supervision of a qualified electrician as per provincial rules and regulations.

.2 All work of this division shall be carried out by a contractor who holds a valid electrical contractor license.

.3 Test electrical equipment and systems for electrical or mechanical defects and rectify same prior to requesting inspection by the Owner's Representative.

.4 At completion of the work, test ground resistance and voltage in the presence of the Contract Administrator. Make corrections where necessary and as directed at no additional cost to the Owner. Give adequate notice to the Contract Administrator prior to the date of the test.

.1 Perform insulation tests for all equipment and wiring using a Megger insulation tester suitably rated for the equipment to be tested.

.2 Control wiring shall be Megger tested before conductors are terminated on the controller.

.3 Instrument and data transmission cables shall not be Megger tested but checked for continuity. All Ethernet cabling (copper/Fiber) to be tested to TIA/EIA standards for

Category 6 certification. Every Category 6 cable shall be qualified to meet the classification after termination to ensure the end to end link including connectors are qualified. The Contract Administrator reserves the right to requalify 10 percent of the cables at random. Provide a copy of the qualification reports to the Contract Administrator.

.4 Defective wiring shall be replaced prior to submission of final results.

.5 Record readings obtained for reference and deliver a set to the Contract Administrator.

.5 Under no circumstances is power to be applied to the equipment until the Owner's Representative and equipment manufacturer's representative are present on site to supervise the testing and start-up procedures.

.6 Under the direction of the Contract Administrator and manufacturer's representative, check all settings, wiring, grounding and motor rotation.

.7 Adjusting and start-up:

.1 The General Contractor shall conduct acceptance tests to demonstrate that the equipment and systems meet the specified requirements. Complete pre-start testing and provide results to the Contract Administrator prior to performing final tests. Preliminary tests may commence as soon as conditions permit. The General Contractor shall make all changes, adjustments, or replacements required as the preliminary tests may indicate prior to the final tests.

.2 Tests shall be as specified in various sections of this Specification.

.3 Carry out final tests in presence of the Contract Administrator. Submit test results to the Contract Administrator.

.4 Provide instruments, meters, equipment, and personnel required to conduct tests during and at conclusion of project.

.8 The General Contractor shall be in charge of the system during tests. He shall assume responsibility for damages in the event of injury to the personnel, building, equipment, and shall bear all costs for liability, repairs, and restoration in this connection.

.9 Verify correct voltages on all transformer primary and secondary connections at No-Load. Adjust transformer tap changes as required in order to achieve nominal voltage required for equipment operation. Verify transformer voltages under operation with connected load applied.

.10 Submit directly to the Contract Administrator two (2) bound portfolio's containing all test reports, certified by the testing technician and the Contract Administrator’s representative authorized to witness the tests.

1.26 SAFETY

.1 The General Contractor shall be responsible for the safety of his workmen and the equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial, and local authorities governing construction safety. The more stringent regulations shall prevail.

1.27 WORKMANSHIP

.1 Only first-class workmanship will be accepted, not only in regards to durability, efficiency and safety, but also in regards to neatness of detail. Present a neat and clean

appearance on completion to the satisfaction of the Contract Administrator. Any unsatisfactory workmanship shall be replaced by the General Contractor at no extra cost.

.2 Conform to the best practices applicable for this type of work. Install all equipment and systems in accordance with the manufacturer's recommendations, but consistent with the General Requirements of this Specification.

.3 Unless otherwise noted, all equipment shall be factory finished with a prime coat and two coats of good quality finish paint.

.4 Minor damages to finish on factory finished equipment shall be touched up to the Contract Administrator's satisfaction. Items suffering major damage to finish shall be replaced at the direction of the Contract Administrator.

.5 Protect work so that finishes will not be damaged or marred during construction. Maintain the necessary protection until completion of the work. Work damaged or defaced due to failure in providing such protection shall be repaired or replaced at no cost to the Owner.

.6 Prevent overloading of any part of the building.

.7 Store all electrical equipment and materials in dry, non-corrosive locations and as per manufacturer's instructions.

.8 The General Contractor shall not employ an unqualified person and shall not employ anyone not skilled in the work assigned to them.

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

.1 This Section includes guidelines for the implementation of I&C system and overview of I&C System Integrator (SI) works and includes the For Construction Process Control Narrative as an attachment to this section.

.2 Produce the I&C screen shots based on the Process Control Narrative (PCN) for all new processes.

.3 Meet with the City's Operations and I&C staff, and consultant staff to obtain their approval of the screen shots and PCN. A minimum 2 meetings with City of Port Colborne staff shall be allocated for under this task.

.4 The Contractor shall only finalize the I&C programming after the screen shots and PCN have been approved by City staff.

.5 Software Programming of all field controller logic for the modified operation of the site/process area(s) based on the approved process control narratives (PCNs) developed as part of the project.

.6 Configuration of all network devices, including but not limited to workstations, switches, routers, servers, power monitoring devices, soft starters and modems as required to fully integrate the I&C system. The Contractor is to ensure that configuration of all networking devices and the I&C system is in compliance with the current City's I&C Standards.

.7 Configuration of the HMI using software, including but not limited to modifying existing screens, coordinating data collection and reporting to meet the City's requirements.

.8 Configuration of I&C paging software, for notification of City operations staff, is to use the City's existing system, Rayco.

.9 Complete I/O checks (existing and new), complete software SATs, train City staff, and I&C system integration and commissioning.

.10 I&C programming, integration and verification carried out in accordance with the City's I&C Standards, if applicable. On completion of the successful system verification and demonstration, Contractor shall submit two sets of all software programming (including any supporting program development documents), including a copy of the I&C HMI and PLC programs, to the Contract Administrator on CD-ROM. All CD-ROMs shall be properly identified by date of issue, version number, specific programs and City's project number or contract number.

1.2 REFERENCES

.1 Specification 16921 Software Factory Acceptance Testing.

.2 Specification 16933 Site Acceptance Testing.

1.3 SYSTEM DESCRIPTION

.1 The existing control system consists of an Allen-Bradley CompactLogix L35E Controller or approved equivalent.

.2 The I&C system shall perform control and monitoring, start-ups, shutdowns, interlocking, etc., of the equipment and processes provided under this contract for the system allowing operation as outlined in the For Construction Process Control Narrative.

.3 The For Construction Process Control Narrative provides an overview of the facility operation but may not provide details related to operating modes, alarm levels, configuration etc. that shall follow City of Port Colborne I&C standards.

.4 Refer to Division 13 and Division 16 Specifications for details on operation, control system requirements, FATs, commissioning, SATs, training, and other services to be provided under this Section.

1.4 SUBMITTALS

.1 Submit shop drawings in conformance with Section 01300.

.2 Produce the I&C screen shots based on the Process Control Narrative (PCN) for all new processes.

.3 Prepare and submit Software Plan, I&C Start-up and Commissioning Plan, and SAT plan for review in accordance with City of Port Colborne standards:

.1 Proposed timeline schedule and description of each task.

.2 Purpose of tasks, outline of tests to be performed, procedures.

.3 Evaluation of results, check lists and sign off sheets.

.4 Copies of completed products or work in progress (documents, software, programs, code, etc) shall be provided with each payment request or payment certificate.

.5 Software FAT/SAT checkout/verification forms. Submit all copies on CD ROMs.

.6 Program Code: Editable and compiled, electronic versions of program code (PLC, Operator Interface Terminal, I&C, and any other applicable code) on CD ROM for City backup purposes.

.1 Programming and Configuration Records

.2 Programming, integration, and configuration records.

.7 Short “Executive Summary” guide on how to operate the control system.

.8 Documentation of programming work under this contract upon completion of the work as specified in the Contract Documents.

.9 Information on used data structures, data organization, control system details, final I/O list including network points, data mapping, naming/tagging conventions, development and configuration, etc.

.10 Provide printouts of Operator Interface screen graphics layouts, colour conventions, graphics and symbols, interpretation, screen navigation, functional overview. Editable copy of source code is to be provided.

.11 Provide Event recording (alarms, warnings, status), storage, retrieval, and organization.

.12 Provide Trending and data logging, storage, retrieval, and organization.

.13 Provide system security consisting of both physical security and network security.

.14 Provide system start-up and shutdown procedural steps for review.

1.5 QUALIFICATIONS

.1 This Section includes guidelines for the implementation of the I&C system and an overview of I&C System Integrator (SI) works and includes the For Construction Process Control Narrative as an attachment to this section.

.2 The I&C System Integrator shall have expertise in managing large I&C projects in municipal/industrial water and wastewater systems including control system standard development and shall demonstrate expertise in implementation of I&C as it relates to the operation of such facilities.

.3 The I&C System Integrator (company) shall be one of the following I&C System Integrators:

.1 Eramosa Engineering

.2 NLS Engineering

.3 Summa Engineering Limited

.4 Fenstra Electric

.4 The I&C System Integrator sub-contractor shall be named in the Form of Tender.

1.6 SEQUENCING AND SCHEDULING

.1 Coordinate tests with Work under other Divisions.

.2 Schedule time required for this testing into the project construction schedule and include time for completion of functional testing, start-up, and commissioning of City systems (as outlined under other Divisions).

.3 In accordance with the Contract Documents provide sufficient time in the construction schedule for regular Site meetings and visits during construction. Administer and provide meeting notes related specifically to I&C System Integrator’s scope of Work.

1.7 SYSTEM START UP AND COMMISSIONING

.1 Section 13933 – Site Acceptance Testing (SAT).

.2 The Work shall be divided into multiple stages and include all of the City's systems.

.3 System verification is intended to demonstrate the complete operation of the I&C system under normal and failure operating conditions. Ensure that safety measures and fail safe interlocks are in place, and operate as designed and intended.

.4 I&C System Integrator shall proceed to the next stage of testing after the Consultant's approval of satisfactory system performance at the current stage. Rectify deficiencies, conduct troubleshooting and otherwise take corrective action with respect to the installed systems.

.5 Control and instrumentation work shall require completion and operational readiness of selected segments of Work prior to the beginning of the I&C system testing.

PART 2 PRODUCTS

2.1 PLC PROGRAMMING PRACTICES

.1 The following paragraphs outline general rules for programming of logic controllers. The intention of these paragraphs is to provide the I&C System Integrator with information on the project minimum requirements in regards to PLC programming practices.

.2 The program control logic and data files shall be documented in the program code:

.1 The level of documentation shall be sufficient to allow understanding of the program code by a third party.

.2 All program and data files shall have a name and a brief description.

.3 All spare, future, or reserved memory locations shall be properly described.

.3 All points interfacing I&C operator interface shall have a symbol that exactly matches the I&C operator interface database tag in addition to the standard address comment.

.4 When a rung or memory address is removed from the code, all relevant comments shall be removed from the database.

.5 Refer to the Process Control Narrative for additional details.

2.2 I&C PROGRAMMING PRACTICES

.1 The existing City of Port Colborne Baseload Application shall be used, if available. Modifications of the standard I&C modules are not to be made without approval from the City's representative.

2.3 INTEGRATION WORK

.1 The I&C System Integrator (SI) shall lead, supervise, and support the overall I&C system implementation, requirements, and control aspects of the Contract.

.2 The overall programming of the control systems shall be the responsibility of the Contractor and its package suppliers; however, the I&C System Integrator shall provide details on the City's standards related to the I&C system. The Work in general includes:

.1 Publication and delivery of the I&C Standards to the suppliers in regards to the presentation of information, tagging, controls and monitoring, alarms, and events.

.2 Interface of the control system to the I&C system for monitoring, control, and data acquisition.

.3 The I&C System Integrator is fully responsible for the integration of the Contract I&C system, in its entirety including but not limited to the following:

.1 Maintain For Construction Process Control Narrative to meet the City's I&C Standards.

.2 Ensuring that proper interfacing is provided between the system, the application software and protocol layers.

.3 Support all aspects of automation including instrumentation, process equipment, control systems, wiring, panels, etc.

.4 Support all installation aspects of the Work including process, mechanical, instrumentation and control, electrical, environmental, health and safety and related services.

.5 Implementation of City-specific equipment/process control requirements.

.6 Review of documentation, shop drawings and submittals for all systems provided under the Contract for completeness and compliance with the City's I&C Standards, if applicable.

.7 Coordinate programming efforts, data exchange, interface with ancillary systems, reviews, and comments.

.8 Ensure that relevant information is available to all parties in a timely manner.

2.4 PROCESS CONTROL NARRATIVES

.1 Process Control Narratives are an integral part of the integration work.

.2 The Process Control Narrative outlines general rules for programming of logic controller(s), electronic operator interface(s) and the I&C systems. The intention of the Process Control Narrative is to provide the I&C System Integrator with the information on the control and monitoring of the process equipment and other facility systems that are directly or indirectly associated with the plant. It should be used as an aid in developing the control strategy and integration of the plant operation.

.3 Process Control Narrative shall be treated as a "work in progress", where all future mark ups and modifications including "as constructed" documentation Works shall be completed by the I&C System Integrator based on actual implementation.

.4 The I&C System Integrator shall be provided with an electronic version of the For Construction Process Narrative and relative materials.

.5 The I&C System Integrator shall incorporate control details provided by the equipment packaged systems vendors and other suppliers, which are related to equipment/process control requirements in the Process Control Narratives. Written description to include the detailed instrumentation and control system including the list of functions monitored, controlled, and alarmed. The SI shall provide documents in an editable file format for incorporation into the plant manual.

.6 The For Construction Process Control Narrative shall be reviewed and approved by the Consultant and the City before commencement of the I&C programming Work.

.7 The Consultant and the City reserve the right to review and modify the control concepts. The I&C System Integrator shall allow for such modifications including custom configurations to meet the City's control practices.

.8 The I&C System Integrator shall maintain and keep updated Process Control Narrative during development and construction.

.9 Make updated documents available upon the request by the Consultant or City. Documents shall be available in editable electronic and/or printed format when requested.

.10 Update, prepare and submit the final Process Control Narrative documents for the entire control system in accordance with the Contract requirements after successful completion of the software FAT, completion of the SAT, completion of the commissioning period and completion of the warranty period. Process Control Narratives are to be updated for any operational changes, setpoint value changes, control setpoint changes or alarm setpoint changes.

.11 The I&C System Integrator is responsible for integrating all vendor Process Control Narratives into the area Process Control Narrative.

.12 Provide administration services associated with the Process Control Narratives Works including organization and coordinating (including packaged supplier's narratives) and documents revisions, tracking, etc.

2.5 PLC PROGRAMS

.1 Provide programs with control and monitoring functions as outlined under the Process Control Narratives and meeting Contract requirements.

.2 The I&C System Integrator shall request or make minor modifications to the programs provided by the suppliers and required for I&C interface, control, and monitoring data exchange, etc.

.3 The Contractor shall allow for modifications to new or existing equipment or systems throughout the Contract to allow for the changeover of equipment.

.4 The PLC program becomes the sole property of the City of Port Colborne. The Contractor, System Integrator, and the programmer release all real and/or implied ownership and/or copyright and must turn over to the City the programs in their native formats free from any and all locks and/or restrictions.

2.6 I&C PROGRAMS

.1 Provide I&C programs for the facility processes with control and monitoring functions as outlined under the Process Control Narratives and meeting the requirements of the facility and the Contract.

2.7 OTHER PROGRAMMING AND CONFIGURATION

.1 I&C Configuration: The I&C System Integrator shall ensure the proper configuration, setup, and calibration of all computers (including I&C server) and control equipment including but not necessarily limited to all field instrumentation, programmable automation controllers, communications equipment, control devices, process equipment, etc. to ensure functional system. The general contractor, subcontractors and suppliers shall assist the I&C System Integrator as required to ensure a fully functional system.

2.8 SOFTWARE AND ACCESSORIES

.1 The I&C System Integrator shall have their own licensed copies of all programming software including I&C, PLC, OIT, I/O drivers, and data servers. Use of existing City-owned or Niagara Region-owned licenses is not permitted.

.2 Communication cables, wireless hubs, wiring accessories, etc. shall meet the Contract requirements.

.3 Data Backup Means: Hardware, software, and storage media.

PART 3 EXECUTION

3.1 DEMONSTRATION.

.1 Provide trained qualified "hands on" technical personnel to perform services herein specified including, but not necessarily limited to, troubleshooting of other overall I&C related facility systems (instrumentation, controls, etc.) and programming. Allow for

services of mechanical, electrical, instrumentation, and other Subcontractors to support start up and commissioning.

.2 Perform Software Factory Acceptance Test (FAT).

.3 Prior to the commencement of commissioning, review mechanical and electrical Works to ensure that the equipment is correctly installed, supported, connected, and wired. Immediately advise the Consultant in writing of any deficiencies or deviations from the installation instructions.

.4 The Consultant and facility operators shall provide support services during start up and commissioning, and shall observe events, but they shall not be an active participant or responsible for the operation during start-up and commissioning.

.5 Perform Site Acceptance Test (SAT). Inspect, operate, test, and adjust the equipment.

.6 Make any necessary changes and adjustments to the I&C system.

.7 Allow for sufficient time dedicated exclusively to the integration of vendors' packaged systems as indicated under individual Specification Sections. A manufacturer's representative for the equipment specified in the Contract Documents shall be present at the Site for pre-startup assistance, inspection and certification of the installation, and equipment commissioning testing.

.8 Contract Price shall include all disbursements including travel expenses, (accommodation, meals, transportation, etc.) to provide the services as listed.

.9 PLC or I&C programs or any other Work under I&C integration without proper documentation (even if fully operational and tested) will be considered Work not completed.

3.2 TRAINING

.1 Provide training services for the City's staff on the proper operating procedures after satisfactory start-up and commissioning.

.2 The operation and maintenance training shall include:

.3 Class training with overview of I&C operation, technology, and principles. Provide study and training materials and manuals.

.4 Hands on training. Provide presentation by the instructor with the City's staff following and physically performing control operations for the following (as minimum):

.1 System overview.

.2 How to navigate the system(s).

.3 Operation and operator interface.

.4 System security.

.5 How to monitor system.

.6 How to control system.

.7 Event management (alarms, warnings, statuses).

.8 Trending.

.9 Maintenance and I&C checks.

.10 Troubleshooting; simulate alarms and explain causes and procedures.

3.3 PROTECTION OF FINISHED WORK

.1 Back-up all existing software, programs, configuration files, etc. on external back-up media before proceeding with any modifications Work on the existing systems. Maintain a separate back-up copy off Site.

.2 Back-up programs, software, and codes on a daily basis during the commissioning and start-up period. Daily copies of all software programs are to be submitted to the City of Port Colborne.

END OF SECTION

PART 1 GENERAL

1.1 SURGE PROTECTION SCOPE

.1 Supply, install, test, and commission surge protection units, associated cabling and devices as specified in the contract documents and drawings.

.2 The SPD units and all components shall be designed, manufactured, and tested in accordance with latest applicable UL Listed standard (UL 1449, 4th Edition), UL 1283, and certified as per CSA 22.2.

1.2 REFERENCES

.1 SPD units and all components shall be designed, manufactured, and tested in accordance with the latest applicable standards

.2 ANSI/UL 1449 4th Edition or later

.3 ANSI/UL 1283 5th Edition or later (Type 2 applications)

.4 IEEE C62.41.1

.5 IEEE C62.41.2

.6 IEEE C62.43-2005

.7 IEEE C62.45-2002

.8 IEEE C62.48-2005

.9 IEEE C62.62-2010

.10 UL 96A

.11 NFPA 780

1.3 QUALIFICATIONS

.1 The manufacturer of the assembly shall be the manufacturer of all the major components with the assembly.

.2 The manufacturer of this equipment shall have produced similar equipment for a minimum of five (5) years.

.3 The equipment shall be of maintenance free design and not require user intervention throughout its life.

1.4 SHOP DRAWINGS AND PRODUCT DATA

.1 Submit shop drawings and product data in accordance with all of Division 16, Section 16010 – Electrical General Requirements

.2 Provide verification that the Surge Protection Device (SPD) device complies with the required UL 1449 4th Edition and CSA approvals.

.3 For retrofit mounting applications, electrical/mechanical drawings showing unit dimension, weights, installation instruction details, and wiring configurations.

.4 Provide documentation and/or test reports verifying the suppressor components can survive published surge current rating on both a per mode and per phase basis using IEEE C62.41, 8x20 microsecond current wave.

.5 Provide actual let-through voltage test data results for the ANSI/IEEE C62.41 Category C3 & C1 (combination wave) and B3 (ringwave) tested in accordance ANSI/IEEE C62.45.

1.5 VOLTAGE SURGE SUPRESSION – GENERAL

.1 Unit operating voltage – Refer to drawings for operating voltage and unit configuration.

.2 Maximum Continuous Operating Voltage (MCOV) shall be greater than 115% (125% for critical load filter application) of the nominal system operating voltage.

.3 Protection Modes - for a Wye configured system, the device must have directly connected suppression elements between line-neutral (L-N), line-ground (L-G), and neutral-ground (N-G). For a delta configured system, the device must have suppression elements between line to line (L-L) and line to ground (L-G).

.4 UL 1449 4th Edition VPR – The maximum UL 1449 4th Edition VPR for the device must not exceed the following:

Modes	208Y/120	480Y/277	600Y/347
L-N, L-G, N-G	400V	800V	1000V
L-L	700V	1500V	1800V

.5 ANSI/IEEE Category C3 Let Though Voltage – The let through voltage based on IEEE C62.41 and C62.45 recommended procedures for Category C3 surges (20kV, 10kV) shall be less than the following:

Modes	208Y/120	480Y/277	600Y/347
L-N	470V	900V	1300V

.6 ANSI/IEEE Category B3 Let Though Voltage – The let through voltage based on IEEE C62.41 and C62.45 recommended procedures for Category B3 ringwave (6kV, 5000A) shall be less than the following:

Modes	208Y/120	480Y/277	600Y/347
L-N	150V	200V	300V

.7 The SPD device shall distribute the surge current equally to all MOV components to ensure equal stressing and maximum performance. The surge suppression platform must provide equal impedance paths to each matched MOV. Designs incorporating SPD modules shall not be accepted unless specifically approved by the Engineer and owner.

.8 Each unit shall include a high-performance EMI/RFI noise rejection filter. Noise attenuation for the electrical line noise shall be 55dB at 100kHz using MIL-STD-220A insertion loss test method.

.9 No plug-in component modules or printed circuit boards shall be used as surge current conductors. All integral components shall be hardwired with connections utilizing low impedance conductors and compression fittings.

.10 For units providing safety and diagnostic monitoring, each unit shall be equipped with 200kAIC internal fuses. Diagnostics to provide the following minimum functions:

.1 Continuous monitoring of fusing system.

.2 Internal sensor system for monitoring individual MOVs (including N-G) and identification of open circuit failures.

.3 Thermal detection circuits to monitor overheating in all modes due to thermal runaway.

.4 LED status indicators on each phase, unit fault/damage LED.

.11 Provide minimum 15-year manufacturer warranty on SPD device components.

.12 Where remote indication of SPD unit status and/or alarms is specified (remote status monitor), the SPD must include a minimum of one (1) dry contact, preferably form C. The remote alarm contact shall change state if any of the monitoring systems detects a fault condition.

1.6 SYSTEM APPLICATION – GENERAL

.1 SPD device located in Branch Panels shall be tested and demonstrate compliance with ANSI/IEE C62.41 Category C1 environments.

.2 The minimum total surge current 8x20 microsecond waveform that the device is capable of withstanding shall be as shown in the following table, unless otherwise noted:

Application	Minimum Surge Current Per Phase	Minimum Surge Current Per Mode
Service Entrance (Switchboards, Switchgear, MCC Main Entrance)	250 kA	125 kA
Distribution Panelboards	160 kA	80 kA
High Exposure Roof Top Locations	160 kA	80 kA
Branch Locations (Panelboards, MCC's, Busway)	120 kA	60 kA

1.7 PANELBOARD AND BUS PLUG REQUIREMENTS

.1 SPD device shall be tested and demonstrate compliance with ANSI/IEEE C62.41 Category C1 environments.

.2 Distribution and panel suppressors shall be installed inside the panelboard or bus plugs at the manufacturer's factory.

.3 A direct bus bar connection shall be used to mount the SPD component to the panelboard bus bar or the bus plug disconnect to reduce the impedance of the shunt path.

.4 The SPD panelboard shall be constructed using a direct bus bar connection (cable connection between bus bar and SPD device is not acceptable).

.5 Suppression shall be included and mounted within the panelboard and bus plug by the manufacturer of the panelboard or bus way.

.6 For retrofit applications where suppressor is externally mounted, the maximum conductor lead length between breaker and suppressor shall not exceed 14 inches unless otherwise specified by the Engineer. Comply with manufacturer's recommended installation methods and practices.

1.8 SWITCHGEAR, SWITCHBOARD, AND MCC REQUIREMENTS

.1 SPD device shall be tested and demonstrate compliance with ANSI/IEEE C62.41 Category C1 environments.

.2 Service entrance suppressor shall be installed by manufacturer.

.3 Service entrance suppressor shall be in assembly.

.4 Locate suppressor on load side of main disconnect device, as close as possible to the phase conductors and ground/neutral bar.

.5 Provide 30A disconnect. The disconnect shall be directly integrated to the suppressor and assembly bus using bolted bus bar connections.

.6 The suppressor and integral disconnect shall be installed to the switchboard using a direct bus bar connection (no cable connection between the bus bar and TVSS SPD).

.7 All monitoring diagnostic features such as indicator lights, trouble alarms and surge counter(if specified) shall be mounted on the front of the switchboard.

1.9 SPD ENCLOSURE REQUIREMENTS

.1 All enclosed equipment shall have NEMA 12 general purpose enclosures or indoor applications unless otherwise noted.

.2 Provide NEMA 4 enclosures for SPD equipment where application may be exposed to water, splashing of liquid, moisture, or in any outdoor application.

1.10 APPLICATIONS FOR 20-100 AMP LOADS (1-3 PHASE LOADS)

.1 Total surge current per phase (based on 8x20 microsecond waveform) that the device is capable of surviving shall not be less than 80,000 A per phase.

.2 Balance surge plane construction. For each phase, all surge current shall be distributed equally to all MOV components to ensure equal stressing and maximum reliability.

.3 SPD to be flange mountable.

.4 Each conductor shall be rated to carry a high harmonic current. The actual current rating must be 150% or greater of the nominal phase current. The neutral conductor, if present, must be rated 250% or greater of the nominal phase current.

.5 Terminals to consist of copper alloy. Aluminum connectors rated Cu/Al mounted on the terminals is acceptable.

1.11 MAINTENANCE DATA

.1 Provide maintenance data for surge protection equipment for incorporation into manual specified in Division 1 and Section 16000 – Scope of Work.

PART 2 PRODUCTS

2.1 SURGE PROTECTION UNIT – 600V VOLT (INCOMING SUPPLY)

.1 Maximum continuous operating Voltage: 600 V (L-L, L-N, L-G, N-G).

.2 Peak surge current: 250 kA total per phase, 125 kA current mode per phase.

.3 Filter Attenuation at 100kHz: 55 dB

.4 Response time: 1 nanosecond maximum.

.5 Protection modes: line to line, line to neutral, neutral to ground, and line to ground.

.6 600V, three (3) phase.

.7 Provide 30 Amp breaker as per manufacturer's recommendations.

.8 Let-Through Rating for 600Y/347V (L-N/L-L): 1600/2200 C3 wave, 1200/2000 C1 wave, 900/1800 UL 1449.

.9 Contactor to supply and install surge protection device into MCC as shown on the drawings. Surge device to be connected directly to bus bar as per manufacturer's recommendations.

.10 Provide dry contact(s) for SPD Fault indication to SCADA (120V rated contacts)

.11 Approved Suppliers:

.1 Total Protection Solutions

PART 3 EXECUTION

3.1 INSTALLATION

.1 Supply, install, test, and commission incoming 600V surge protection in Panel as shown on the drawings. Incoming surge suppression unit to be connected directly to buss wherever possible. Incoming surge suppression unit display interface to be visible from Panel without opening Panel cell door.

.2 Mount surge protector so that the minimum practicable conductor length is achieved. Engineer will reject installation of surge protector if this condition is not met.

END OF SECTION

PART 1 GENERAL

1.1 SCOPE OF WORK

.1 Supply and install required components as indicated on the drawings and as specified in the contract documents. Provide all new field wiring to the PLC cards as indicated on the contract drawings.

.2 Supply and install fiber optic cabling, CAT6 cabling, network devices, patch panels and media converters as shown on the drawings to provide a fully functional network.

1.2 SUBMITTALS

.1 Submit shop drawings within four (4) weeks of award of the contract in accordance with Section 16000 – Scope of Work.

.2 Include:

.1 Schematics.

.2 Wiring.

.3 Interconnection Diagrams.

.3 Additional Requirements:

.1 For devices containing dip switches, jumpers, or programming keypads.

.1 Functional description.
.2 Performance data.
.3 Physical, electrical, and environmental requirements.
.4 Location drawing.
.5 Equipment descriptive literature.
.6 Wiring details.

.2 For programmable equipment, communication links and networks, submit bill of materials. Include in bill of materials hardware description.

.1 For hardware items include and clearly identify: Description, make model, part number and serial number.
.2 For documentation include: Title and publisher for each item.

.3 For Programmable Equipment Hardware.

.1 Product descriptions for each item including:
.2 Wiring and installation instructions.
.3 Functional description.
.4 Performance data.
.5 Physical, electrical, and environmental requirements.
.6 Adapters and controllers.
.7 Equipment layout drawings showing location of hardware, boards, jacks, cables, and terminals.
.8 Related field tag numbers and wire numbers, module tag assignment, rack module assignment, terminal, and terminal strip numbers.
.9 Location and identifier and pin assignment of plugs, jacks, and cables.
.10 Switch settings and addresses, firmware.
.11 Interconnection Diagrams including wiring, cables, jacks between internal and external components, power supplies, processors, communications modules, racks, I/O modules, and peripherals. Label terminal jacks and pins. Show settings for jumpers and switches. Show address for each hardware module and point.

PART 2 PRODUCTS

2.1 PLC EQUIPMENT

.1 Provide fully functional Allen Bradley CompactLogix CPUs, I/O cards, and communication cards. The warranty for the Allen Bradley components to be honored by a local Canadian distributor in the Niagara Region Area.

.2 Provide all interconnecting cables between controllers and other networking components as required for a complete system as identified in the contract and on the drawings.

.3 Provide all RS-232, Optical Fibre and Ethernet cabling, Fibre and Ethernet jacks as required for a complete network.

.4 Provide uninterruptible power supplies (UPS) as specified in Section 16423 to provide power to the controller, instrumentation associated with the PLCs and all networking equipment within the PLC cabinets.

.5 Allen Bradley CompactLogix components (minimum quantities), and communication equipment. Contractor is responsible for verifying quantities contained in the following table, and for all additional components, cables, etc. required to complete the work as defined in the specifications and on the drawings.

Part #	Description	Quantities
5069-L310ER	CPU, 1 MB user memory	1
5069-IA16	16 pt. DI 24 VDC	4
5069-OW16	16 pt. DO Contact Output	1
5069-IF8	8 pt. AI	1
5069-OF4	4 pt. AO	1

.6 In addition to the quantities identified in the above table, provide a quantity of two (2) spares for each of the 5069-IA16, 5069-OW16, 5069-IF8, and 5069-OF4.

2.2 OPERATOR INTERFACE TERMINAL (OIT) PANEL

.1 Provide a fully functional OIT panel as per the Contract Drawings. Provide power wiring, communications cabling, or any other appurtenances for a complete and functional system according to the manufacturer's specifications.

.2 Mount OIT panel inside the cabinet as per Contract Drawings. Provide mounting as per manufacturer's specifications.

.3 OIT panel shall be the Allen-Bradley Panelview Plus 7 12-inch or approved equivalent.

2.3 COMMUNICATION SYSTEM

.1 All equipment for a fully functional system is to be supplied by the contractor unless otherwise specified.

.2 Supply, install, test and commission the following equipment as part of the communication network. Install as per the directions of the Engineer and Contract Drawings.

.1 Unmanaged fast Ethernet switch complete with minimum 4 RJ45 ports. Quantity as identified on the Contract Drawings.

.1 Weidmuller IE-SW-BL08T-8TX or approved equivalent.

.2 4G LTE Cellular Ethernet Bridge/Serial Gateway

.1 Microhard Systems – IPn4G

.3 Outdoor Omnidirectional Antenna

.1 SureCall – SC-288W

.2 Contractor shall provide all cabling, surge arrestor, grounding, and other appurtenances related to an outdoor antenna installation.

.3 Provide equipment mounting brackets as required.

.4 Supply, install and commission all hubs, switches, routers, transceivers, fiber optic patch panels, surge suppression equipment, radio coaxial cable, or any other communication equipment identified on the contract drawings unless otherwise noted.

.5 Supply, deliver, install, and test all network cabling including Ethernet Cat 6 10/100 Base-T, RS-232, optical fiber and any other network cabling required for a completely functional control system and network. All network components to be tested to TIA/EIA 568-A Category 6. Testing to conform to current TIA/ISO channel standards.

2.4 ISOLATED GROUND

.1 Provide a ground system for the instrumentation circuits, isolated from the main power system ground, to each RPU/PLC panel.

.2 Provide a #2/0 AWG insulated green with yellow tracer TWH conductor, connection from the electrical system ground grid to the isolated ground bus in each RPU/PLC panel.

PART 3 EXECUTION

3.1 INSTALLATION

.1 Supply, install, test, program, and commission PLC components, OIT, communication equipment, and associated equipment to ensure functionality of complete network and control system. Report all construction defects, which will affect the progress of the work to the Owner and Engineer.

.2 The drawings have been developed on a conceptual basis. Provide devices, components, and accessory items necessary for the operation of the control system.

.3 Existing systems to remain functional at all times. Shut down of any of the existing equipment or system only to be performed under the direction of the Owner and Engineer.

.4 All replaced or extra equipment to be delivered to the Owner upon project completion.

.5 Communication system, OIT, and RPU panel modifications to be completed, tested, and operational prior to Site Acceptance Testing and commissioning.

3.2 FIELD QUALITY CONTROL

.1 Perform tests in accordance with Division 16.

.2 Depending upon magnitude and complexity, divide control system into convenient sections, energize one section at a time and check out operation of section.

.3 Upon completion of sectional test, undertake group testing.

.4 Check out complete system for operational sequencing.

.5 Submit to Engineer one copy of test results.

.6 Provide a written list of all passwords, keywords, serial numbers, configurations, that are encountered during the installation of the operating system and application software.

.7 Assign all warranties, licenses and product registration to the City of Port Colborne.

.8 Turn over to the Owner all installation software, user manuals, accessory cables, calibration units, or any other material accompanying the installed equipment.

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION

.1 This section specifies the supply, installation, field-testing, and placing into operation of flow and level instruments.

.2 Coordinate with other Divisions for instrumentation supplied under other Contract Documents.

1.2 REFERENCES

.1 ANSI/ISA-S5.1-1984 (R. 1992) Instrumentation Symbols and Identification.

.2 ANSI/ISA-S5.4-1976 (Revised 1989) Instrument Loop Diagrams.

.3 ISA-S20-1981 Specification Forms for Process Measurement and Control Instruments, Primary Elements and Control Valves.

1.3 DESIGN REQUIREMENTS:

.1 The Drawings have been developed on a conceptual basis. Provide devices, components, and accessory items necessary for the operation of the control system.

.2 Provide all conduit and cabling necessary for installation of instruments including all new instruments to be integrated into the SCADA system as per the contract drawings. Use only new instruments where instruments are to be supplied under this contract. Instruments located in the areas classified as hazardous shall be rated for the specified classification.

1.4 SUBMITTALS

.1 Submit shop drawings in conformance with Section 01330.

.2 Not later than 4 weeks before commencement of work, submit the following:

.1 Instrument data sheets, conforming to ISA-S20.

.2 Descriptive literature.

.3 Manufacturer's installation diagrams for field-mounted equipment.

.4 Drawings for field-mounted equipment.

.3 Not later than 6 weeks before commencement of work, submit the following:

.1 Loop wiring diagrams and control schematics conforming to ISA-S5.4 showing the connections at each device and wiring, pneumatic tubing, or cabling between devices. The diagrams are to be fully comprehensive so that every circuit loop can be followed completely. Indicate types of loads, switches, transducers and power supplies such as motors, relays, lights, indicators, float switches, hand switches, isolators, signal selectors, dedicated 24 VDC power supplies, etc. Number and identify each component circuit and terminal. Contain a loop on a maximum of two sheets, preferably one sheet. (This is required for modifications to existing facilities and new equipment).

.2 Instrument panel layout drawings.

.3 Instrument panel wiring diagrams.

.4 Not later than 2 weeks prior to Site Acceptance Testing, submit the following:

.1 Completed Input/output test reports.

.5 Prior to the completion of the work, submit the following:

.1 Final, as-constructed instrument loop diagrams.

.2 Final, as-constructed data sheets.

.3 Maintenance manuals.

.6 A list of recommended spare parts including the make, model number, suggested quantity, cost, and required lead time of each part.

.7 Instrument calibration forms.

.8 Control Loop checkout/verification forms.

.9 Programmable Instrument and Equipment Configuration Summaries.

.10 CAT6 test report, including graphical representation of test data.

PART 2 PRODUCTS

2.1 INSTRUMENTS GENERAL

.1 Provide each instrument with mechanisms that are corrosion resistant.

.2 Provide all indicator and gauge dials finished in permanent white with black graduations and figures.

.3 Potentiometric signals shall have a “live” zero or positive minimum value in the signal range.

.4 Each component shall be carefully selected and designed for a long lifetime with ample margin to withstand transient and other surge Voltages which may occur in the circuits from any source in the power supply.

.5 Each component and composite instrument shall be suitable for the location and installation position at the attitude designated on the drawings (e.g.: horizontal, vertical or sloped position.)

.6 The Contractor shall provide all power supplies. Provide each instrument having a 120 VAC power supply with UPS power from local PLC panel.

.7 All instruments to have a locally mounted switch to isolate 120VAC power supply to the instrument.

.8 All control panel mounted instruments shall be suitable for flush mounting and shall be furnished with bezel.

.9 Unless otherwise indicated or specified, all signals shall be of the 4-20 mA DC type. This applies to both transmitting and receiving instruments.

.10 All materials shall conform to the standards of the Canadian Standards Association (CSA).

.11 Provide all instruments connected to process lines with isolation valve(s) and appropriate diaphragm seal for the application.

2.2 RADAR LEVEL METER (QTY: 2)

.1 Transmitter location: N/A – blind instrument.

.2 Transducer location: On mounting bracket on downstream and upstream drain. See Contract Drawings for details.

.3 Provide metal sunshade for level transducer.

.4 CSA-approved transducer.

.5 Transducer to be NEMA 4X, rated for outdoors installation.

.6 Accuracy: ≤ 2 mm

.7 Transmitter Power Supply: Loop-powered or 3-wire 24 VDC.

.8 Output: 4-20 mA output signal.

.9 Measuring range: minimum 10 m

.10 Approved manufacturers. Design is based on first named.

.1 VEGA VEGAPULS C22.

.2 Pulsar Measurement dBR radar series.

.3 Rosemount 1408 series.

.4 E+H Micropilot FMR20 Radar Level Transmitter

2.3 OPEN CHANNEL FLOW METER (QTY: 1)

.1 Flow Sensor: Ultrasonic.

.2 Sensor Mounting: Removable mounting bracket complete with sensor retrieval arm. See Contract Drawings for details.

.3 Enclosure: IP68 ingress protection.

.4 Cable: 23 m length.

.5 Transmitter location: Mounted facing upstream, centred on the Drain channel.

.6 Flow element location: Mounted on a bracket facing the upstream channel. See Contract Drawings for details.

.7 Speed Range: 0-3 m/s

.8 Display: Wall mount (with mounting bracket).

.9 Indication: Local LCD, Engineering units

.10 Power Supply: 120VAC, 60Hz

.11 Accuracy: up to 4% of span.

.12 Ambient Temperature: 0º to 35º C (Transmitter), -30º to 50º C (Sensor)

.13 Outputs:

.1 One 4-20mA for flow.

.2 One 4-20 mA level output.

.3 Minimum 2 SPDT relay.

.1 One for flow reverse signal.
.2 One for fault/error signal.

.14 Transmitter to have the ability to send a digital signal to indicate reverse flow.

.15 Approved Products. Design is based on the first named.

.1 Teledyne Isco Laserflow with Signature Flowmeter transmitter c/w TIENet modules as required to obtain the number of outputs specified above.

.2 Or approved equivalent based on contractor submission.

PART 3 EXECUTION

3.1 INSTALLATION

.1 Install all instruments in strict accordance with the manufacturer's requirements and recommendations.

.2 Use stainless steel hardware for all installations, except where manufacturer's recommendations state otherwise or otherwise specified in the Contract Documents or Contract Drawings. Ensure dissimilar metals are not combined. Ensure all supports are retractable to provide convenient access for maintenance and servicing of instrumentation.

.3 Contractor to wire all alarm points in a 'failsafe' configuration, such that the loss of power, opening of the contact or break in the control circuit wiring will activate an alarm.

END OF SECTION

PART 1 GENERAL

1.1 GENERAL

.1 The Contractor is responsible for preparing a finalized Bill of Materials based on PLC panel circuits completed by the Contractor. Panel drawings are to be produced 'to-scale' for submission to the Contract Administrator for review. Submit to-scale panel lamacoids to the Contract Administrator for review.

.2 Comply with Division 1, Section 16000 – Scope of Work, Section 16010 – Electrical General Requirements.

.3 ESA certification is acceptable.

1.2 SUBMITTALS

.1 Submit Shop Drawings according to Section 01340 – Submittals indicating, but not limited to the following:

.1 Outline dimensions and assembly details.

.2 Dimensioned internal and external layout details.

.3 Schematic and wiring diagrams.

.4 Shipping splits interconnection wiring diagrams.

.5 Field interconnection wiring diagrams, including existing equipment, equipment supplied under this contract and equipment supplied by installation contractor.

.6 Terminal Block arrangement.

.7 Component details, specification sheets, data sheets, performance curve, calibration data, catalogue cuts, etc.

.8 Detailed Bills of Material.

.9 Materials of construction and construction details.

.10 PLC I/O point layout (as applicable).

.11 PLC I/O point loop drawings for each card. Typical loop drawings are not permitted.

.2 Submit installation, operation and maintenance manuals including, but not limited to the following:

.1 Complete parts list.

.2 Recommended spare parts list with current pricing.

.3 List of approved spare parts list with current pricing.

.4 Installation instructions.

.5 Operation instruction.

.6 Maintenance instructions.

.7 Component instruction booklets.

.8 Detailed troubleshooting procedures and fault correction schedules.

.9 Safety precautions.

.10 Data sheets and performance curves.

.11 Certified shop test results.

.12 Final record Drawings.

.13 Point-to-point wiring diagrams for all controls.

.14 Schematic and wiring diagrams.

.3 Enclose one copy of final record wiring diagrams (279 x 432 mm,) in a plastic envelope and place in each panel.

.4 Contract Administrator reserves the right to rearrange the component layout during Shop Drawing review.

.5 Submit, prior to panel delivery, complete wiring diagrams showing wiring between panel components and devices and panel terminal blocks, and between panel terminal blocks and remote equipment. Identify components, conductors and terminal blocks.

.6 Submit final record wiring diagrams at completion of Project. Include changes made during field installation and start-up.

1.3 QUALITY ASSURANCE

.1 Comply with Division 16.

.2 Test individual components, individual control panels and control panel assembly at manufacturer's plant.

.3 The Contract Administrator will witness tests and inspect completed assembly. Advise the Contract Administrator in writing ten (10) working days (two (2) week) minimum prior to carrying out tests.

.4 Shop tests to include, but not limited to:

.1 Standard production tests.

.2 Interchangeability of similar items of equal rating.

.3 Mechanical and electrical operation of switches, contactors, interlocks, draw-out mechanism, auxiliary devices, and manual devices.

.4 Functional tests on components and circuits. Where necessary, suitably simulate external devices.

.5 Testing and calibration of metering and protection devices.

.5 Test control panels as complete assembly. Separate testing of individual control panel components only is not acceptable.

.6 Prior to shipment, submit to the Contract Administrator six (6) copies of certified final test results.

PART 2 PRODUCTS

2.1 MANUFACTURED UNITS

.1 Control panels: Complete working system with instruments, meters, indication lights, alarm annunciators, protection and control relays, programmable logic controllers, transducers, contactors, switches, auxiliary devices, and similar items.

.2 Arrangement of instruments and devices (face-mounted as well as rear-of-panel mounted): Allow sufficient access for maintenance.

.3 Mounting Height: Indicating devices, controls and instruments between 1,000 mm and 2,000 mm above finished floor. Allow for housekeeping pads, pedestals, and similar items.

.4 Side or back face mounted devices: On removable backplate. Direct mounted devices will not be accepted.

.5 Panel sideplate mounted devices are not acceptable with prior approval from the Contract Administrator.

.6 Nameplates: Removable, lamacoid-type, to identify panel and equipment function, letters minimum 6 mm, fasten with stainless steel screws. Grind screws flush on inside of panel so no sharp edges protrude.

.7 Supply panels complete with wiring and header piping connections.

2.2 ENCLOSURE

.1 Dry areas: Rigid, high-grade cold rolled sheet steel, 12 gauge/2.78 mm, NEMA/EEMAC 12, unless otherwise noted on Drawings.

.2 Wet, damp process areas, or outdoor installations: Rigid, dead front, 12 gauge / 2.78 mm, 316 stainless steel sheet, NEMA/EEMAC 4X, with stainless steel hardware. No holes or modifications to the panel are allowed that do not maintain the NEMA rating of the enclosure unless authorized by the Contract Administrator in writing.

.3 Corrosive areas: Rigid, dead front, molded fibreglass reinforced polyester, NEMA/EEMAC 4X.

.4 Hazardous areas: Assembly and components suitable for application in specific areas indicated.

.5 Visible welding seams: Not acceptable.

.6 Backplate: 2.7 mm powder painted white sheet mounted on four 10 mm collar studs minimum with stainless steel hardware.

.7 Doors: Removable, continuous piano type hinges, three-point latching, padlockable handle, keyed alike.

.8 Print pocket: On inside of door, rigid, for storing manual, layout Drawings and wiring diagrams.

.9 Finish: Steel sheet, phosphatize, zinc chromate prime, baked enamel epoxy coated inside and outside, matte white interior and ANSI 61 grey exterior.

.10 Acceptable Enclosure Manufacturers:

.1 Hammond,

.2 Ralston Metal,

.3 Rittal,

.4 Hoffman.

.5 Or approved equivalent

2.3 INTERNAL ASSEMBLY

.1 Internal component and equipment mounting: On hinged sub-chasses, racks and back plates, arranged for ease of access and removal.

.2 Pans and rails: For mounting terminal blocks, relays, contactors, wiring and similar devices.

.3 Luminaire: Refer to drawings. One light to be installed for single door panels, two for double door panels, etc. Fluorescent bulb to be included for each light.

.4 Simplex receptacle: Comply with Section 16423 – Control Devices.

.5 Duplex receptacle: Comply with Section 16423 – Control Devices.

.6 Power supply disconnecting devices: Molded case circuit breakers, 10,000 A symmetrical interrupting capacity for each instrument requiring 120 V supply.

.7 Instrument disconnecting devices: To disconnect incoming power supply sources and individual feeder circuit supplies, molded case circuit breakers.

.8 Identification: Identify switches, circuit breakers, components, terminal blocks, power supplies, relays, wiring and similar devices. Comply with Section 16010 – Electrical General Requirements.

.9 Warning signs: Identify sources of supply. Comply with Section 16010 – Electrical General Requirements.

.10 Wiring ducts: Maximum 50% fill, with snap-on cover, by Panduit Canada or Wieland Electric.

2.4 INSULATION

.1 Insulate the interior of all 6 sides of the enclosures with foil-facing insulation board or batting. Insulation is to be installed at the factory or site of panel assembly and delivered to the final installation site with insulation installed. Insulation may be patched or completed on site as required or directed by the Owner or Engineer.

.2 No penetrations into the enclosure walls are permitted to fix or install the insulation. Insulation shall be cut and customized to size and cover the maximum area of each side possible. The insulation is required not to interfere with the placement and/or performance of any installed component, conduit penetration, or wire runs.

.3 If a sun shield is not installed for the enclosure, insulation for the top side must be at least 40 mm (approximately 1.5”) thick.

.4 Minimum insulation thickness: 25 mm (or 1”)

.5 Minimum insulation R-value per inch: R-5 ($ft^2 \cdot {}^oF \cdot h/(BTU \cdot in)$)

.6 Contractor shall include locations, thicknesses, and method of affixing, in shop drawings. Catalog sheets for insulation shall also be included in control panel or junction box shop drawing submittals.

2.5 BREATHER-DRAIN

.1 Provide breather-drains for all outdoor enclosures (including all junction boxes and enclosures for instrumentation transmitters) and place them as per manufacturer's recommendations.

.2 Breather-drains shall maintain the NEMA rating of the enclosure.

.3 Breather-drains must be appropriate for the area classification.

.4 The interior assembly, including insulation must allow for water to collect and drain through the breather drain.

.5 Approved manufacturers:

.1 Eaton Crouse Hinds, Appleton (Emerson), Hubbell, or acceptable equal.

2.6 DATA ENTRY PORTS

.1 NEMA 5-15 power receptacle and RJ45 copper port to connect to an external laptop.

.2 RJ45 port to communicate with the PLC and connected as per the Contract Drawings.

.3 Data entry port assembly shall not change the NEMA rating of the enclosure.

.4 Acceptable manufacturers:

.1 Panduit

2.7 SWING-OUT PANELS

.1 Swing-out panels shall be placed at a depth where the most protruding component installed on the swing-out panel is at least 50 mm from any part of the front door, including any insulation.

.2 The swing-out panel must come complete with quarter-turn latches. Contractor shall confirm with Engineer the depth of installation of the swing-out panel. Install all lights, buttons, switches, and disconnect handles on swing-out panel as shown on the drawings.

2.8 PANEL-MOUNTED LAPTOP TRAY

.1 Provide drop down type Laptop Shelf where indicated on the Contract drawings. Shelf shall be of the same manufacturer as panel enclosure.

.2 Panel-mounted laptop tray shall not interfere with any panel insulation. Insulation may be thinner underneath the tray in its folded-down configuration. Confirm with Engineer during shop drawing review phase for placement of laptop tray and thickness of insulation.

2.9 PANEL HEATING, VENTILATION, AND AIR CONDITIONING

.1 Provide and install heating and air conditioning units for the enclosure as per manufacturers' recommendation. Size heating and cooling power according to panel surface area, insulation, and radiant heat generated by internal components. Heating and air conditioning components listed in the drawings are assumed to be correct for the size of the enclosure, which is the minimum size allowed by the Owner for this application. Any resizing of the enclosure will require re-evaluation of the heating and air conditioning units by the Contractor and the Engineer.

.2 The heater unit shall be mounted on the backplate, with a clearance above the heater of at least 60 mm or a distance recommended by the manufacturer, whichever is greater. The heater shall come complete with a built-in fan and thermostat.

.3 The air conditioner unit shall have a NEMA 4X enclosure, and if possible, with a finish resembling the exterior of the enclosure. The air conditioner unit must not compromise the NEMA rating of the enclosure. The air conditioner must come complete with built-in thermostat.

.4 The heating and air conditioning system shall maintain a temperature inside the enclosure of not lower than 19º C and not more than 25º C. The system shall be designed for an outdoor, free-standing installation with temperatures of up to 36º C and down to -35º C, with moderate wind load.

.5 Submittals:

.1 Heating system calculations

.2 Air conditioning calculations

.6 Acceptable manufacturers:

.1 Heaters:

.1 Hammond SCR or FLH series with continuously running fan
.2 Rittal SK heater series with fan
.3 Hoffman

.2 Air conditioners:

.1 Hammond DTS series, NEMA 4X
.2 Hoffman T-series or Spectracool Series
.3 Rittal Blue e series, NEMA 4X

2.10 TERMINAL BLOCKS

.1 Comply with Section 16423 – Control Devices.

2.11 INSTRUMENT GROUNDING

.1 Ground: Full-length tin-plated copper ground bus or ground stud with tin plated copper lugs at ends, suitable for minimum #4 AWG ground wire.

.2 Instrument cable shields and equipment ground conductor connections: With screws and clamp washers.

2.12 OPERATOR DEVICES

.1 Comply with Section 16423 – Control Devices.

2.13 GENERAL PURPOSE CONTROL RELAYS

.1 Comply with Section 16423 – Control Devices.

2.14 INSULATING BARRIERS

.1 Barriers: Covering exposed terminals and terminal blocks against inadvertent contact.

.2 Warning labels: Lamacoid with 3 mm white letters on red background, on front of compartments where multiple power sources are present.

2.15 INTERNAL WIRING

.1 Comply with Section 16122 – Wires and Cables.

.2 To control or eliminate electrical noise in wiring systems, group wires of compatible signal or power levels together and run separately or electromagnetically isolated from wires of incompatible signal or power level as much as possible.

.3 Install low level analogue signals, 50 V DC maximum or 4-20 mA, and digital signal operating at 50 V AC or DC maximum, in raceways that do not contain as little higher power wiring as possible. Comply with wiring separation and isolation guidelines recommended by instrument and PLC equipment manufacturers.

.4 Wiring type: except shielded instrumentation wiring, copper, 600 V, single conductor, sixteen strand minimum, heat and flame-retardant type insulation. TEW #16 AWG minimum for control circuits, TEW #14 AWG minimum for power circuits and TEW #10 AWG minimum for current transformer circuits.

.5 Wiring devices on hinged doors or panels: Extra flexible, forty-nine strands minimum, harnessed nylon cable ties, encased in spiral wrap.

.6 Instrumentation Wiring:

.1 Comply with Section 16122 – Wires and Cables.

.7 Wiring ducts: Maximum 50% fill, narrow slot, with snap-on cover, Type F by Panduit Canada or Ty-Duct by Thomas & Betts.

.8 Identify each conductor, including spares, with a unique alphanumeric designation to facilitate troubleshooting and maintenance. All wire tagging is to be approved by the Contract Administrator prior to tagging wiring.

.9 Identify PLC wiring at terminal blocks and connection points with PLC terminal (I/O) address numbers, as shown on drawings.

.10 Wire markers: Identify wiring at both ends with heat shrink type, indelible machine printed wire markers. Brady PermaSleeve. This wire marker style is to be used for both internal PLC panel wiring and field/external wiring for all wires connecting to the PLC panel(s).

.11 Wiring terminations: On terminal blocks only.

.12 Spare I/O points: Terminate on terminal blocks.

.13 Spare terminal blocks: Minimum 20% spare terminals for each signal class.

.14 Maximum number of conductors under one terminals for each signal class.

.15 Insulating barriers: Cover exposed terminals and terminal blocks against inadvertent contact.

.16 Isolated DC Ground:

.1 The analog DC and digital DC power supply "-" connection (0 VDC) shall be connected to a single star ground point referred to as the "Isolated DC Ground" located within the PLC panel. This is typically implemented using a copper bus bar on insulated stand-offs located near the bottom of the controller cabinet. This bus bar shall be identified as the "Isolated DC Ground." This bus shall be tied by only one 8 AWG ground wire, which runs directly from the bus bar to the lowest potential

building or system ground available (typically the building frame or buried grounding grid). Simply tying this ground via the AC System Ground bus bar should be avoided. The grounding cable from the Isolated Ground DC bus bar to this ground point shall not serve any other purpose.

.2 Field device enclosures must not be bonded to the Isolated DC Ground.

.3 Instrument shields shall not be bonded to the AC ground at the instrument.

.4 Instrument shields shall be connected to the “Isolated DC Ground.”

.17 AC System Ground:

.1 The AC System ground is the principal ground for the SCADA system. It originates from the supply transformer neutral.

.2 This AC System ground is typically implemented using a copper bus bar on non-insulated stand-offs located near the bottom of the controller cabinet.

.3 All cabinets and bonding shall be grounded to the AC system ground.

.4 Wiring conductors connected to the AC System Ground shall be labeled and coloured in accordance with their loop function (i.e., with a "G" suffix as described below), or shall be light green in colour and labeled as "AC GND."

.5 No UPS system shall interrupt the ground.

.18 AC Isolated Ground:

.1 Use of an AC Isolated Ground should be avoided unless the UPS or power conditioner manufacturer installation instructions require it.

PART 3 EXECUTION

3.1 INSTALLATION

.1 After installation, wrap panels in heavy duty plastic until construction is complete. Protect against damage and moisture.

.2 Provide control panels where indicated.

.3 Assemble and erect floor mounted panels on channel bases. Install on 50 mm high concrete housekeeping pads.

.4 Provide wall mounted panels with 6 mm nylon or lead spacers.

.5 Install channel mounted panels on aluminum channels and fasten with stainless steel hardware. Use stainless steel anchor bolts for fastening channels to floor or parapet.

3.2 SHIPPING AND HANDLING

.1 Design control panels to allow lifting without racking or distortion. Provide removable lifting rings to allow rigging and lifting of the panel during transportation and installation. Provide water tight plugs to fill the lifting ring holes after installation.

.2 Provide suitable wooden crating to transport control panels to the construction site.

.3 Wrap control panels in industrial shrink-wrap to prevent dust and water from entering the control panel during shipping and during storage at the construction site.

3.3 SPARE PARTS

.1 Provide consumables and spare parts to allow commissioning and start up of the control panel.

.2 Provide a zip lock bag with spare fuses of each kind and spare incandescent pilot light lamps of each kind. Tape to the inside of the panel.

3.4 SITE INSPECTION, COMMISSIONING AND TESTING

.1 Provide services of manufacturer's representative to inspect test and commission control panel installation.

.2 Carry out functional tests with the Contract Administrator to confirm field wiring, interlocks, and PLC functionality.

.3 Submit certified inspection and test reports.

END OF SECTION

PART 1 GENERAL

1.1 INTRODUCTION

.1 The Software Factory Acceptance Test (FAT) demonstrates that all I&C and controller software are working properly and that all software configurations match the requirements identified in the detailed process control narrative.

.2 Test the software under all possible process conditions in order to ensure the software contains no defects. Include a wide range of operating scenarios, with all process setpoints, interlocks and alarm limits.

.3 Test the software under abnormal process conditions to confirm fault response operation of the software.

.4 FAT testing is to be carried out for all I&C and controller software including packaged and vendor supplied products as a whole system.

1.2 OBJECTIVES

.1 The overall objectives of the Software Factory Acceptance Test are to:

.1 Confirm and document that the PLC I/O matches the type and quantity identified in the control schematics.

.2 Confirm and document that the individual device logic operates all field equipment correctly and safely, as described in the detailed process narrative, logic flow charts and HMI functionality

1.3 SUBMITTALS

.1 Submit shop drawings in conformance with Section 01330.

.2 In addition, submit the test plan: testing forms, procedures, and schedules of work, not less than four (4) weeks prior to the scheduled test date.

.3 Separate test plans to be submitted for Hardware testing and Software testing.

.4 Submit copies of the PLC program, OIT and HMI graphics software to the City of Port Colborne. Source code of the PLC program is to be provided; printed copies are not permitted.

.5 The test plan must be approved in writing by the Consultant, prior to commencement and should show the schedule of work to include dates.

.6 Submit the Software Factory Acceptance Test Report within one (1) week after completion of Software FAT.

.7 Additional submission prior to site installation identifying that FAT deficiencies have been corrected. Must be submitted two (2) weeks prior to going to site.

1.4 TESTING PROCESS

.1 The I&C System Integrator shall conduct the tests with the Consultant and the City's Representative present. The City's representative will actively participate in the tests. The Consultant reserves the right to test any specified hardware/software function whether or not explicitly stated in the test submittal.

.2 Meet the following criteria prior to the start of the tests:

.1 Complete submittals and resolve disputes.

.2 Make hardware and software fully operational.

.3 Have the Consultant review and approve the test procedure.

.4 Set a test date, which is agreeable within the contract schedule.

.3 At the discretion of the City, conduct factory acceptance tests at a City facility. Otherwise testing will be conducted at the I&C System Integrator's facility. All necessary computers, network equipment and PLC hardware necessary to conduct the test is to be provided by the I&C System Integrator.

.4 Hold a meeting at the end of each day to review the day's test results and to review or revise the next day's test schedule.

.5 At the end of the test, meet to review the list of deficiencies. All deficiency items must be corrected prior to onsite installation.

.6 Following the completion of the successful FAT and correction of all deficiencies, the I&C application is to be created for all local I&C terminals and servers.

.7 I&C System Integrator is to provide their own developers licenses for PLC programming software, OIT programming software, I&C software and the I/O drivers and I/O servers. Use of City-owned licenses is not permitted.

.8 All devices are to be set up with correct IP addresses prior to site installation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 TEST DOCUMENTATION

.1 Prepare "Software Factory Acceptance Test Plan" and submit for Consultant and the City's review.

.2 Complete the "Software Factory Acceptance Test and Site Acceptance Test Check Sheet" and operational test forms.

.1 Software Action Log will be developed and maintained until all deficiencies from the FAT are resolved.

.2 Test Sign-Off Form, to document the completion of a test; note any issues/concerns.

3.2 SOFTWARE TESTING TOOLS

.1 Prepare automated test programs using internal simulation logic with the PLC program.

.2 Software to be developed with the existing City of Port Colborne Baseload Application, if available.

.3 Run test programs to demonstrate all functions in control logic and functions of operator interface screens.

.4 All software licenses are to be provided by the I&C System Integrator.

3.3 DEFECT HANDLING AND MANAGEMENT CHANGE REQUESTS

.1 For test failures, report the defect using Software Action Log.

.2 Document all defects and submit to the Consultant for review.

3.4 CHANGE REQUEST MANAGEMENT

.1 During testing, identify the need for changes to the system.

END OF SECTION

PART 1 GENERAL

1.1 INTRODUCTION

.1 This section is part of overall Facility Commissioning.

.2 The Site Acceptance Test (SAT) is focused on ensuring that all instrumentation, equipment, I&C and controller hardware and software is working properly and that all software configurations match the requirements identified in the Detailed Software Design, including the detailed process narratives. Successful completion of the SAT is considered to be a critical project milestone. All participants will test the software under all possible process conditions in order to ensure the robustness of the software.

.3 In general, the SAT consists of repeating the FAT using the actual field inputs/outputs once all field equipment has been installed and successfully tested. This also includes all the inputs/outputs, derived and calculated data points transmitted via Ethernet/IP between the plant PLC and the vendor packaged systems. Hence many of the procedures are identical to the activities identified in the other test procedures.

.4 SAT testing is to be carried out for all I&C and controller software including packaged and vendor supplied products as a whole system.

1.2 PRE-REQUISITES

.1 Equipment start-ups completed with manufacturer representatives including all mechanical equipment required to fully test the operation of the software.

.2 All instrumentation to be installed, calibrated, and tested prior to starting SAT.

.3 All network equipment to be installed and tested prior to starting SAT.

.4 The final SAT & Start-Up Test plan is to be prepared and submitted by the contractor and approved by the Consultant and the City no later than four (4) weeks in advance of the SAT.

.5 All panel I/O must be wired up, tested, and signed off 100% prior to commencing SAT unless otherwise approved by the Consultant. If any I/O are not available, the Contractor must submit a request to defer I/O testing until after the SAT for review and approval at the same time when the SAT & Start Up test plan is submitted for review. The request must identify the reason for deferring I/O testing along with a proposed date when the I/O will be tested.

1.3 START-UP TEAM

.1 The Start Up Team consisting of individuals from the Consultant, Contractor, System Integrator, and the City will jointly develop the testing plan, SAT & Start Up Plan.

.2 The Start Up Team is to review the testing plan, SAT & Start Up Plan and revise, if necessary, at a pre-SAT & Start Up meeting to be scheduled no later than six (6) weeks in advance of the proposed SAT period. The Contractor will be responsible for expanding and providing details for the SAT & Start Up Plan to clearly identify the proposed test procedure for the equipment and software.

.3 The SAT testing is to be conducted/witnessed by the facility Start Up Team.

.4 Members of the Start Up Team are to be identified at the pre-SAT & Start Up meeting. These team members will be involved throughout the process and are to be changed only with the approval of the Consultant and the City.

1.4 PURPOSE AND SCOPE

.1 The goal of software testing is to ensure that the system released for use by users meets their requirements and is error-free. Software installed or modified under the project must not adversely affect the operation of other systems currently in operation at the facility. All functionality that is currently available within the system must remain available at the completion of the testing.

.2 All software installed on the project is to be tested to confirm that the software developed, tested, and installed under the project conforms to the approved process control narratives.

.3 All software is to meet the requirements of the project specifications including all operational control, monitoring, and alarming, as well as integrates all vendor packaged systems as defined within the contract documents.

.4 Testing is intended to demonstrate that all software developed not only works locally at the facility but that it is fully functional on the City of Port Colborne I&C system. All City-wide testing is to be conducted concurrently with the local testing to confirm operation throughout the City-wide system.

1.5 OBJECTIVES

.1 The following identifies the overall objectives of the Site Acceptance Test.

.1 Confirm and document that the PLC I/O (Ethernet I/P and hardwired) matches the panel shop drawings in terms of input/output configuration, tagging and function;

.2 Confirm and document that the individual device logic operates all field equipment correctly and safely, as described in the detailed process control narrative;

.3 Confirm and document that the process and control logic operate the system correctly and safely, as reviewed at the FAT and also described in the detailed process control narrative;

.4 Confirm and document that the data integration with the City I&C, historian software, and other third-party software operates correctly as tested in the FAT and described in the detailed process control narrative;

.5 SAT testing is to be conducted for both plant PLCs and vendor PLCs.

1.6 APPROACH

.1 As part of the testing process regression testing is to be incorporated into all test plans to demonstrate that any changes made to the software do not impact other areas of the logic. This approach will ensure that corrections/modifications have not adversely affected the previously tested (and debugged) systems and system components.

.2 Testing is to be both progressive and regressive. Progressive testing introduces and tests new functions and uncovers problems in the newly added or modified modules and in their interfaces. Regressive testing concerns the effects of newly introduced changes or system components on all previously integrated (tested) code.

.3 The goal of software testing is to ensure that the system released for use by users meets their requirements, is error-free and does not adversely affect other systems.

1.7 TEST SUCCESS CRITERIA

.1 Test success shall be based on the number of defects and the defect severity levels encountered during the testing period. The City/Consultant at their discretion shall determine to restart a new SAT.

.2 Refer to Section 3 for additional details on defects and their impacts on the testing period.

1.8 COMPLETION CRITERIA

.1 Testing of software is deemed to be complete when all features, functions and information required in accordance with the Process Control Narratives, Process and Instrumentation Drawings, and the complete functionality as described in the contract documents has been verified as present and functioning and documented as accurate within the anticipated operating range for the process being monitored and controlled.

1.9 PARTICIPANTS AND RESPONSIBILITIES

.1 The roles and responsibilities for test planning and testing are summarized below.

.2 SAT & Start-Up Test Planner (Contractor):

.1 Develops the complete SAT & Start-Up test plan

.2 Develops the schedule.

.3 Coordinates all meetings identified in the contract documents to develop and implement the test plan.

.4 Coordinates the involvement of all team members and equipment manufacturers required to be present during testing.

.5 Develops/compiles the test data.

.6 Oversees the test planning and test plan execution of the process control system.

.7 Obtains approval for test plan and schedule from Consultant and City.

.3 Consultant:

.1 Reviews and approves test plan.

.2 Documents test results and classifies defect severity.

.3 Identifies system “design” defects (where the design does not match the specification) and coding defects (where the system does not behave as specified).

.4 Reviews test results.

.5 Assigns Level 1, 2 and 3 faults. Logs action required and taken in the Software Action Log.

.6 Assigns Level 4, 5 and 6 faults. Logs action required and taken in the Software Action Log.

.7 Maintains Software Action Log.

.8 Maintains Deficiency Log related to other trades: electrical, instrumentation, vendor packages, and others.

.9 Presents Change Requests to the City for prioritization.

.10 Schedules approved change request work.

.11 Maintains Change Request Log.

.4 System Integrator:

.1 Responsible for defining the procedure required to complete the SAT & Start-Up tests.

.2 Responsible for directing the SAT and start-up testing and for providing input to the Contractor as to which trades are required to complete the tests identified within the test plan.

.3 Installs and tests all software for functionality as per the detailed process control narrative.

.4 Fixes critical defects.

.5 Documents test results and forwards to the Contractor.

.5 City of Port Colborne's Project Manager:

.1 Coordinate with the City operations staff and Niagara Region (if applicable) to avoid conflicts and minimize impact to operations of construction activities.

.6 City of Port Colborne's Representative:

.1 Participate and assist in the acceptance testing.

.2 Responsible for signing-off on the acceptance testing, on behalf of the City, that the system is fully functional as defined within the detailed process control narrative.

.3 Oversee the integration of the software into the City-wide I&C system.

.4 Responsible for the configuration of the historian.

PART 2 DOCUMENTATION

2.1 GENERAL

.1 Site Acceptance Plan to be developed based on standard City of Port Colborne's SAT templates, if available.

2.2 TESTING SCHEDULE

.1 Testing procedures and schedules of work shall be submitted for review and final approval no less than four (4) weeks prior to the projected test date or as specified elsewhere in the contract documents. This will include specific dates for when the various test procedures are to be carried out, and when City staff assistance is required.

.2 This schedule must be approved in writing by the Consultant and the City's representative prior to commencement.

.3 The Contractor must allow flexibility in their schedule to allow for emergency requests on plant staff as operation of the facility takes precedence over testing.

.4 The completed Site Acceptance Test Report must be presented one (1) week after completion of the SAT in order to identify and resolve all critical issues which affect scope, cost or schedule in a timely manner.

PART 3 EXECUTION

3.1 GENERAL

.1 This part provides an outline of the works to be carried out by the Contractor/Consultant/System Integrator/City of Port Colborne's Project Manager, I&C Group and Operations team as part of the Site Acceptance Test(s).

3.2 TEST SUB-PHASE

.1 The types of software tests (referred to here as test sub-phases) are:

.1 Individual instruments, equipment, and process units: these sub-phases test/verify that devices and their larger system parts (e.g. process units and duty tables) perform as specified.

.2 Intra-system Integration: tests/verifies the interfaces between units and the associated process logic related to multiple units, treatment processes, facility areas, and/or liquids, solids and plant-wide operating strategies.

.3 Function: tests/verifies the functions the program is to perform as set out in the detailed process control narratives.

.4 Performance/Operational: tests/verifies the system's performance under a variety of conditions (normal/abnormal) and verifies these results against the detailed process control narratives. Includes testing of the system's configuration, security, backup/recovery, and reliability in the planned network architecture.

.5 System Wide Integration: tests/verifies the operation of the facility with other sites that are integral to the facility that is being upgraded under this contract. Testing is to include integration and testing on the City-wide I&C system.

3.3 DEFECT HANDLING AND MANAGEMENT CHANGE REQUESTS

.1 During testing, the need for changes to the system will be identified. This will be as a result of a test failure or as a result of an incorrectly specified requirement (test did not fail, but the requirement is incorrectly specified).

.2 For test failures, the defect must be recorded in the SAT test document.

.3 All defects are documented by the System Integrator and Consultant. All defects are to be immediately reviewed and resolved during the SAT period.

.4 The following "Fault Severity Index" is to be used for handling defects.

Defect Severity Level	Defect Description
1.	Fault causes system to crash. System rendered unusable/non-functional.
2.	Fault occurs in a critical function. Function is rendered unusable. A critical function is defined as a function that is required to maintain operation of the facility without manual intervention by the operations team.
3.	Fault occurs in a critical function. A portion of the function is rendered unusable.
4.	Fault occurs in a non-critical function. Function is rendered unusable.
5.	Fault occurs in a non-critical function. A portion of the function is rendered unusable.
6.	Cosmetic (e.g. typo) and would be unlikely to result in loss of confidence by users.

3.4 TESTING CUT-OFF POINTS

.1 Testing cut-off points also need to be established in the test plan and reflected in the testing schedule. Level 1, level 2 and level 3 faults must be corrected as a first priority and testing should not proceed to the next sub-phase until all level 1, 2 and 3 faults are corrected.

3.5 CHANGE REQUEST MANAGEMENT

.1 The Consultant determines the priority for correcting Level 4, 5 and 6 faults in conjunction with the City and prioritizes all Change Requests.

.2 Change Requests are prepared by the Consultant for review with the City. Possible implications of not proceeding should also be identified. The City authorizes the work to be done under any change request. The Contractor schedules change request work based on the project priorities.

3.6 SUCCESSFUL COMPLETION

.1 The SAT is deemed successful when the following items have been completed:

.1 SAT Test plan has been completed and signed-off.

.2 All Level 1, 2 and 3 faults identified during the SAT have been corrected and verified for correct operation.

.2 The completed SAT plan has been reviewed and signed off by the Contractor, System Integrator, Consultant, and the City's Representative.

3.7 FACILITY START-UP PERIOD

.1 Following successful completion of the SAT testing, the facility startup period may commence. Contractor, Consultant, System Integrator and City Operations, as a minimum are to be present during the facility startup period.

.2 Consultant to maintain a log of faults/deficiencies encountered during the facility startup period. The Contractor/System Integrator/Programmer is to immediately correct faults/deficiencies at the request of the Consultant. If any Level 1, 2 or 3 fault occurs during the facility startup period, the test period will be restarted from Day 1 after completion of the software modifications and testing by the System Integrator.

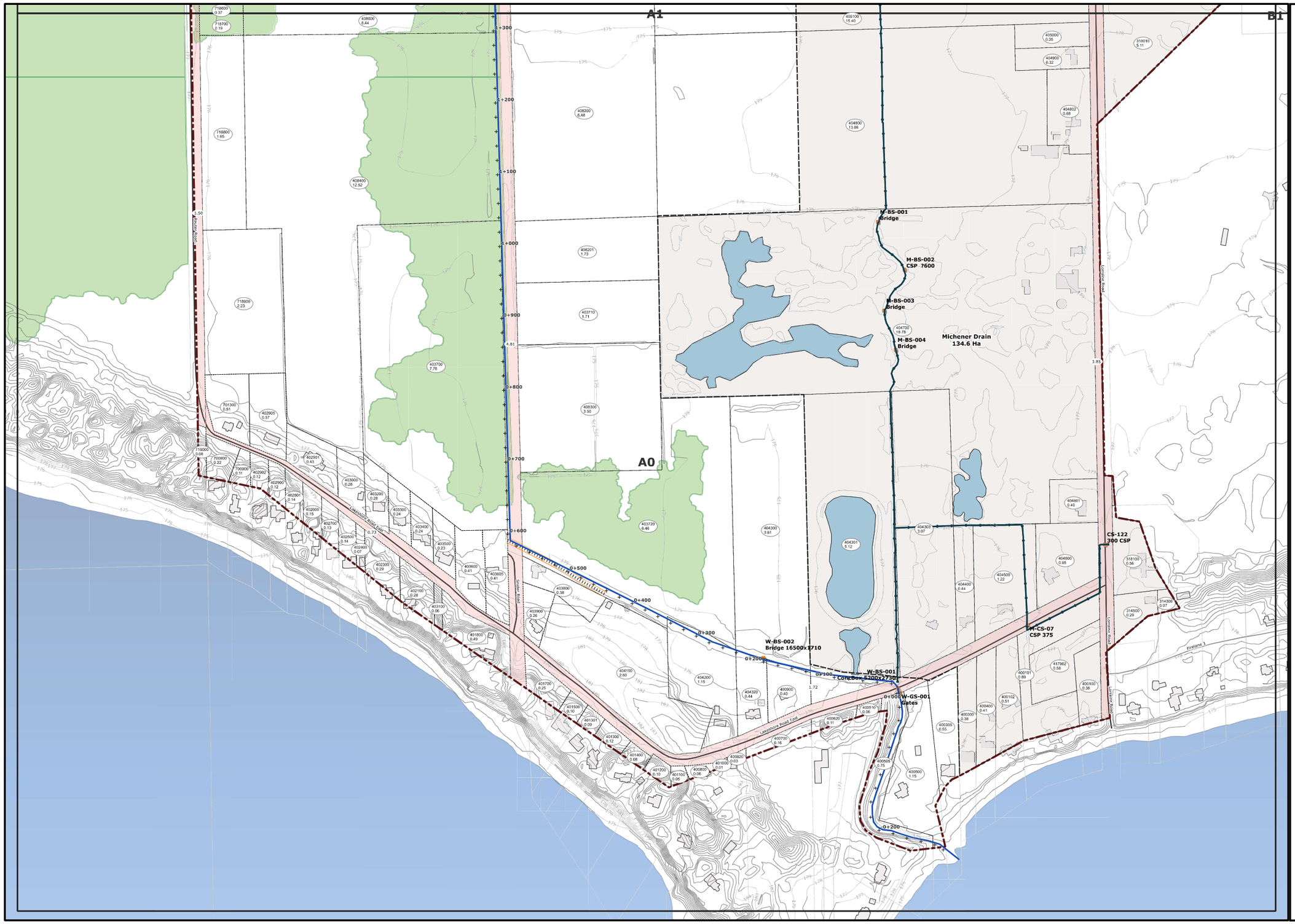
.3 Following completion of the facility startup period, the fault/deficiency log is submitted to the City for review. Sign-off by Contractor, System Integrator, Consultant, and the City are required at the completion of the facility startup period.

END OF SECTION

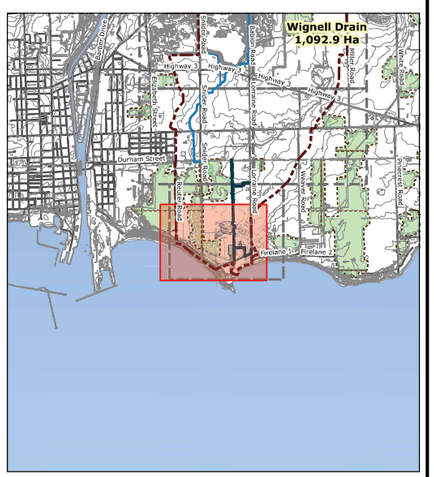
Appendix G:

Assessment Map Atlas

Wignell Municipal Drain



Wignell Asessment Maps



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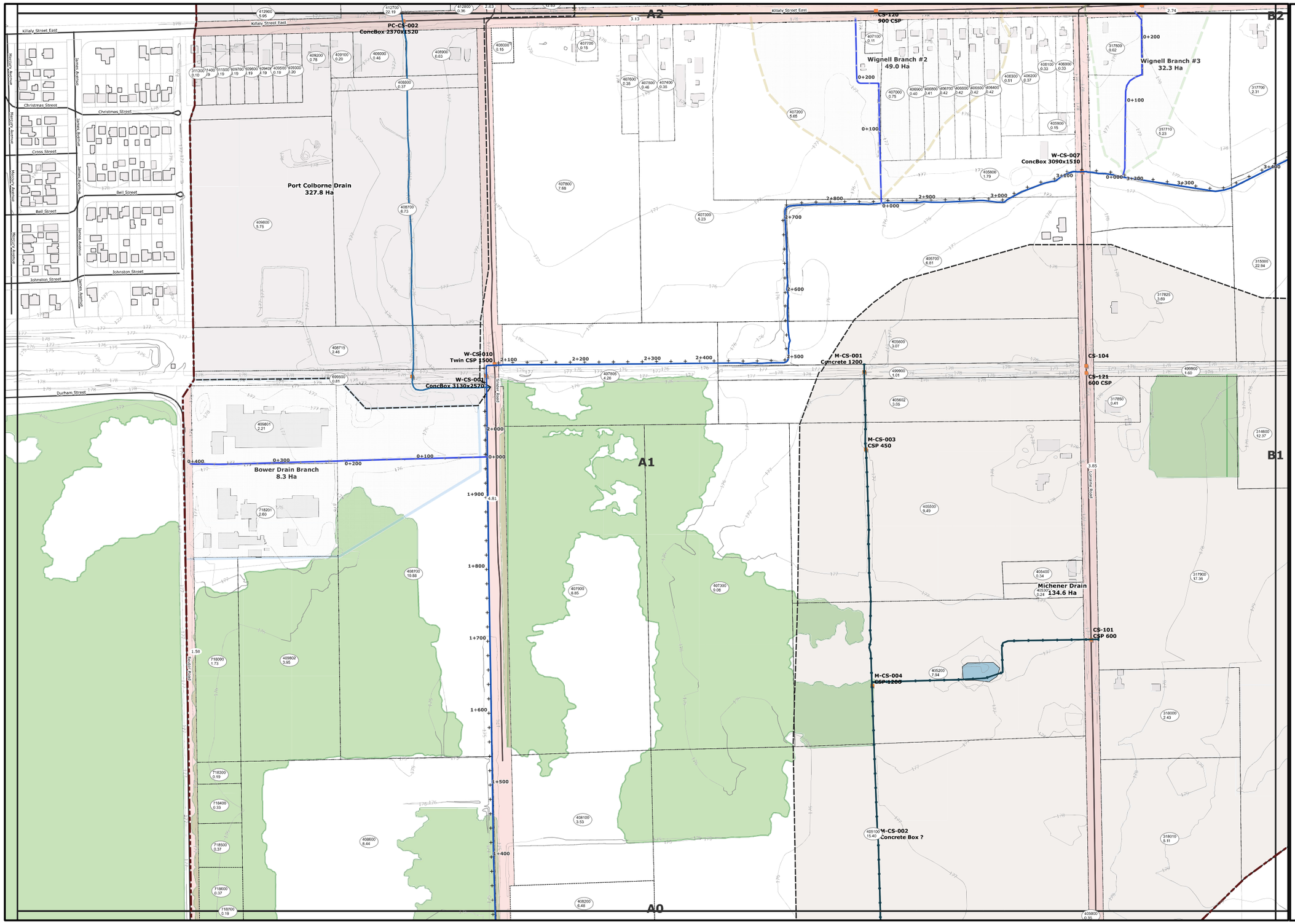
EWA EARTH WATER AIR ENGINEERING

A0

Printed on: 2024-02-16

Wignell Municipal Drain



Printed on: 2024-02-16

Wignell Municipal Drain

Wignell Asessment Maps

PC1-CS-01
Pipe Arch Multiplate 1070

PC-CS-04
Concrete Box Open Bottom

PC-F-01
Fording

PC-F-02
Fording

PC-CS-03
ConcPipe 1500

PC-CS-002
ConcBox 2370x1520

CS-120
900 CSP

CS-119
450 HDPE

Port Colborne Drain
327.8 Ha

Wignell Branch #2
49.0 Ha

Wignell Branch #3
32.3 Ha

Wignell Drain
1,092.9 Ha

Map Scale: 1:2,550

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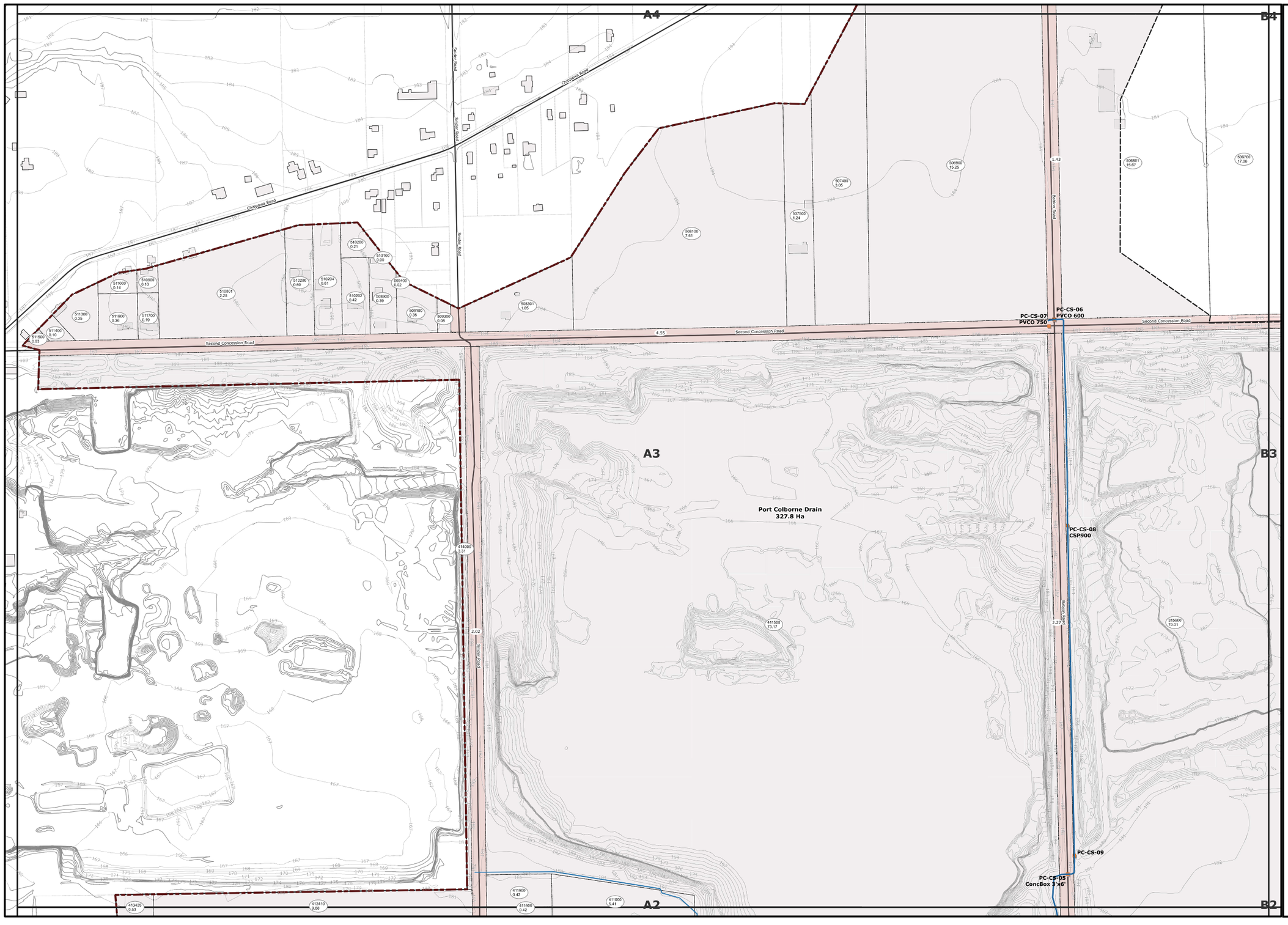
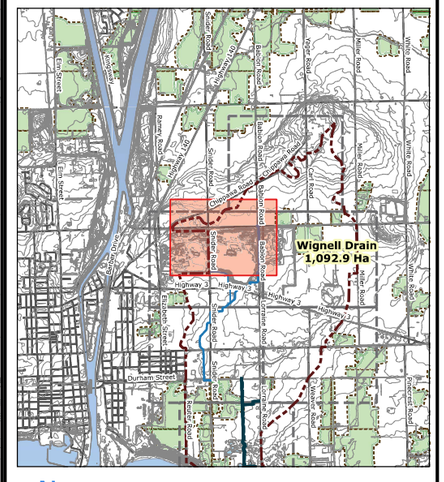
A1 A2 A3 B1 B2 B3

Printed on: 2024-02-16

Wignell Municipal Drain



Wignell Asessment Maps



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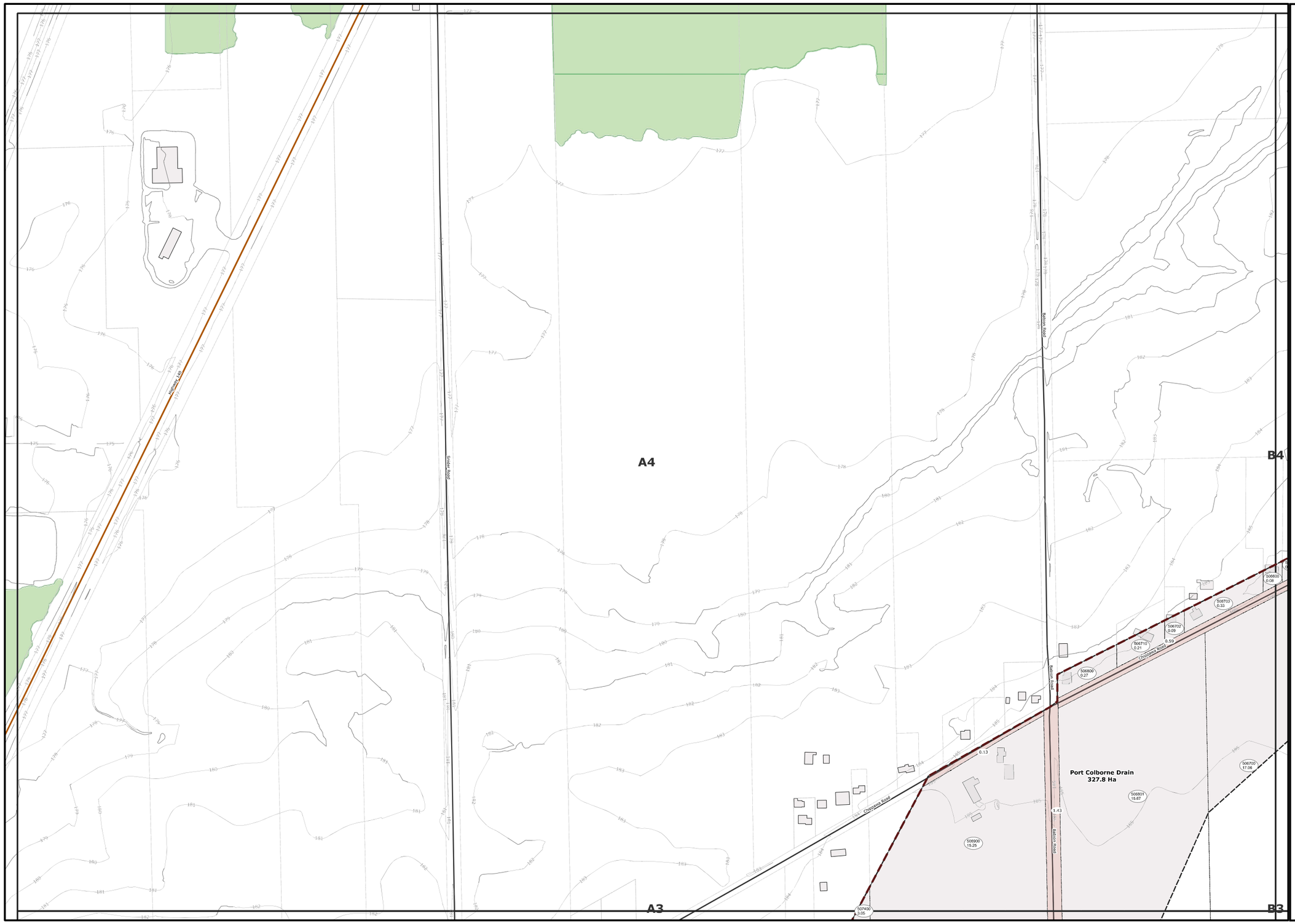
EWA EARTH WATER AIR ENGINEERING

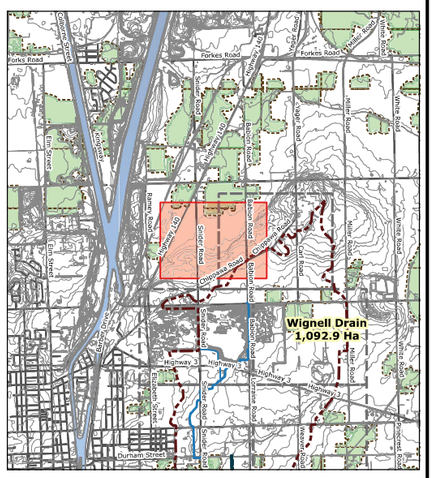
A3

Printed on: 2024-02-16

Wignell Municipal Drain



Wignell Asessment Maps



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EWA EARTH WATER AIR ENGINEERING

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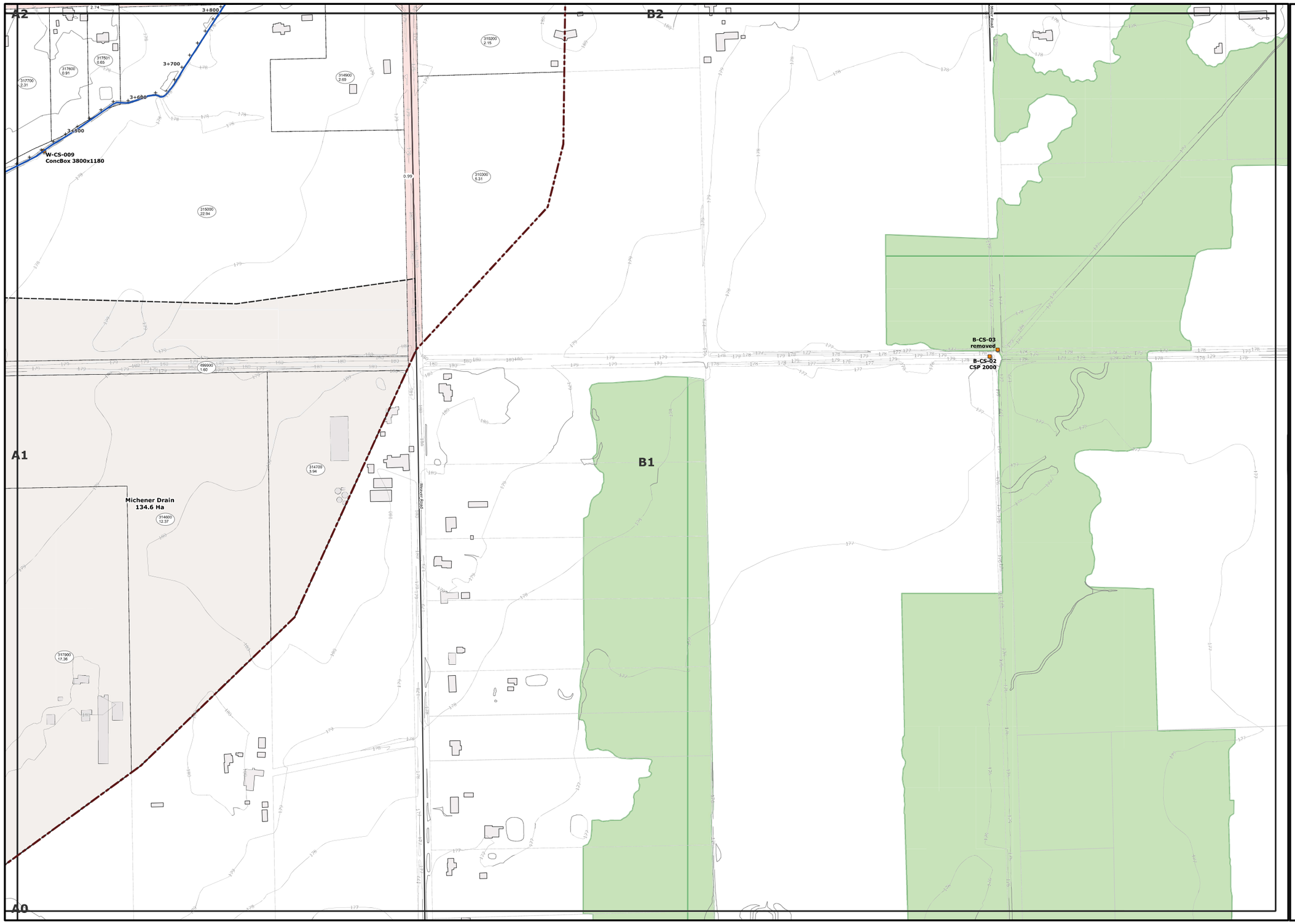
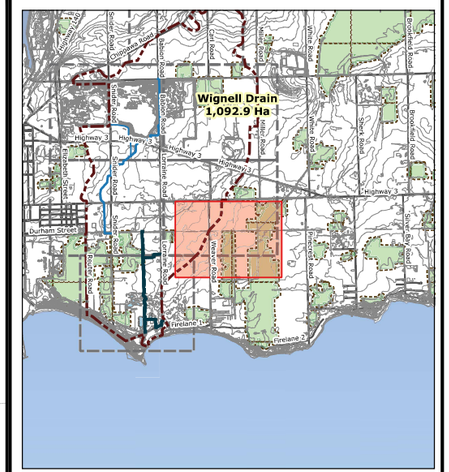
Wignell Municipal Drain



Wignell Asessment Maps



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EARTH WATER AIR ENGINEERING

B1

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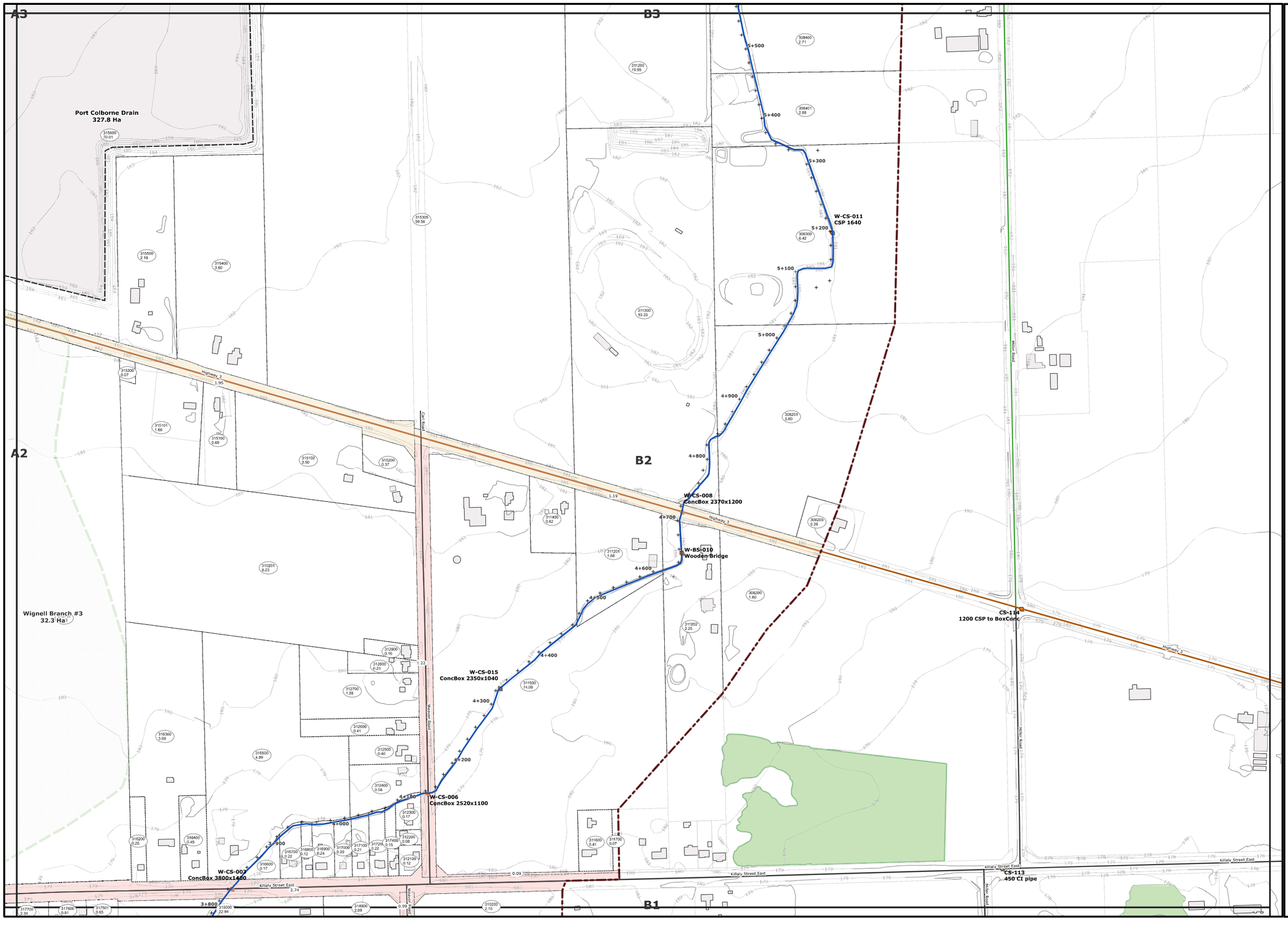
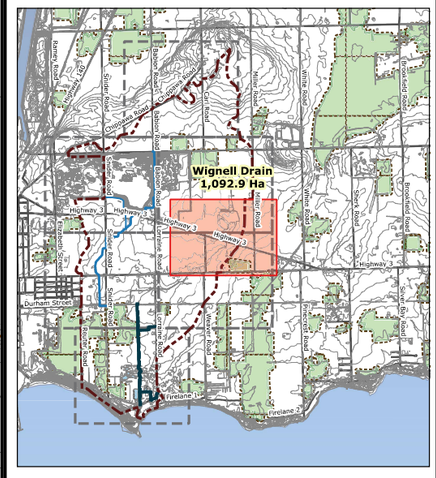
Wignell Municipal Drain





Wignell
Asessment Maps

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EARTH WATER AIR ENGINEERING

B2

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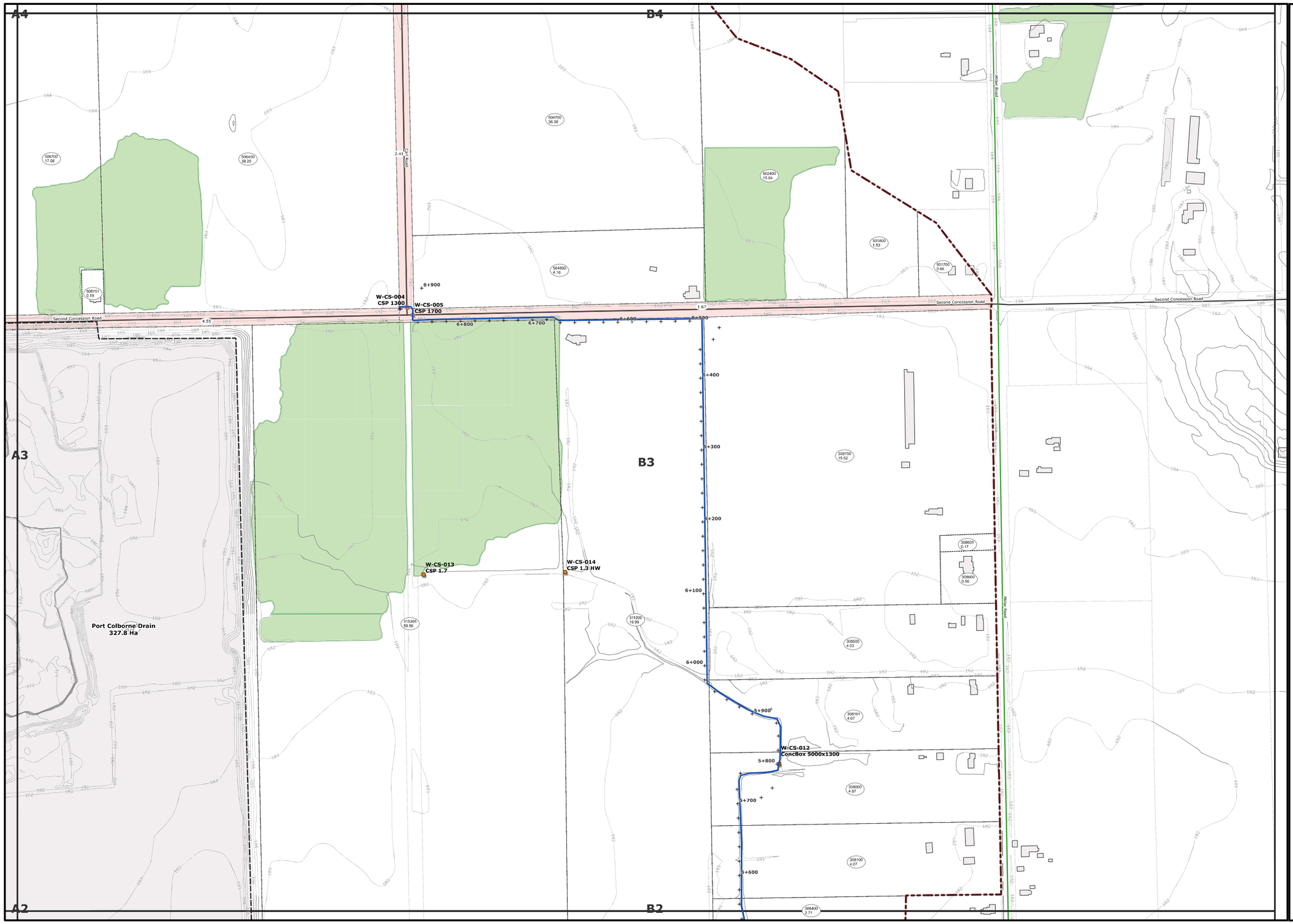
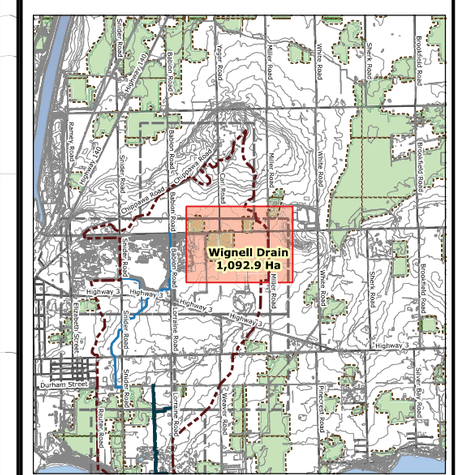
Wignell Municipal Drain



Wignell Asessment Maps



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EWA
EARTH WATER AIR ENGINEERING

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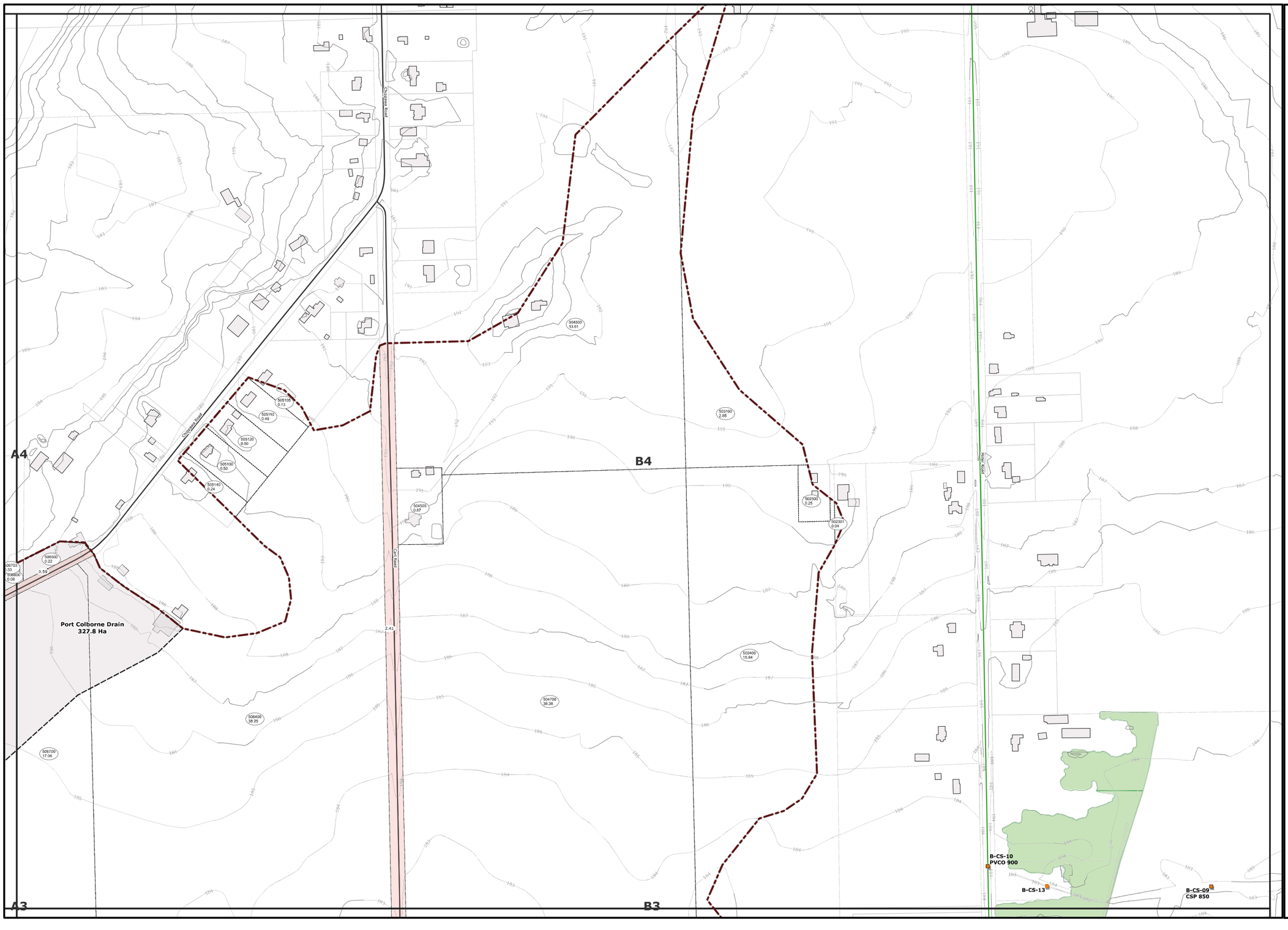
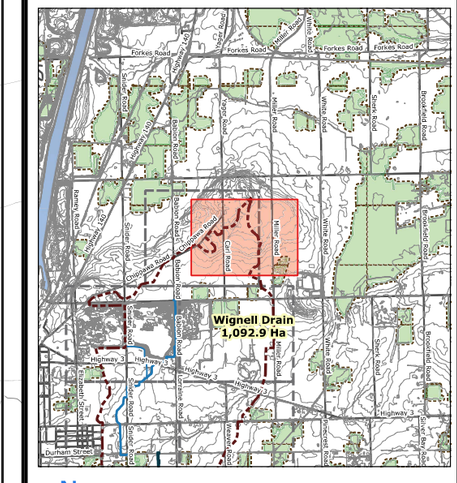
Wignell Municipal Drain



Wignell Asessment Maps



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EWA
EARTH WATER AIR ENGINEERING

B4

Printed on: 2024-02-16

Schedule B

Wignell Municipal Drain

City of Port Colborne
Regional Municipality of Niagara
Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed										
	Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-00800	0.220	0.00011		$98		**$98**		$98
	Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	2711-020-007-00900	0.110	0.00006		$49		**$49**		$49
	Hipfner Layton	CON 1 PT LOT 23	2711-020-007-01300	0.509	0.00026		$228		**$228**		$228
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	0.080	0.00004		$35		**$35**		$35
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	2711-020-007-18000	1.735	0.00131		$935		**$935**		$935
	Port Wilder Land Inc	CON 1 PT LOT 23	2711-020-007-18201	2.598	0.00557		$4,949		**$4,949**		$4,949
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18300	0.186	0.00014		$125		**$125**		$125
	PC City Hall	CON 1 PT TWP LOT 23	2711-020-007-18400	0.334	0.00025		$225		**$225**		$225
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18500	0.374	0.00028		$251		**$251**		$251
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18600	0.372	0.00028		$250		**$250**		$250
	Vale Canada Limited	CON 1 PT TWP LOT 23	2711-020-007-18700	0.186	0.00014		$125		**$125**		$125
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-020-007-18800	1.648	0.00125		$1,108		**$1,108**		$1,108
	Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	2711-020-007-18900	2.229	0.00169		$1,498		**$1,498**		$1,498
	McLean William Richard Samue	CON 1 PT TWP LOT 23	2711-020-013-11300	0.095	0.00006		$53		**$53**		$53
	Ferri Vincent	CON 1 PT TWP LOT 23	2711-020-013-11400	0.191	0.00012		$107		**$107**		$107
	Scott Gregory George	CON 1 PT TWP LOT 23	2711-020-013-11500	0.190	0.00012		$107		**$107**		$107
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-020-013-12000	0.534	0.00047		$418		**$418**		$418
	Jarry Terry Alain	CON 2 PT LOT 17	2711-040-003-08000	4.073	0.00360		$4,846		**$4,846**		$4,846
F	**Mackay Graham**	CON 2 PT LOT 17	2711-040-003-08100	4.068	0.00359		$4,841		**$4,841**		$4,841
	Bury Alexander	CON 2 PT LOT 17	2711-040-003-08101	4.073	0.00360		$4,846		**$4,846**		$4,846
F	**Ruston Earl John**	CON 2 PT LOT 17	2711-040-003-08200	1.597	0.00141		$1,900		**$1,900**		$1,900
F	**Fehrman Paul Allan**	HUMBERSTONE CON 2 PT LOT 17	2711-040-003-08201	5.595	0.00494		$6,657		**$6,657**		$6,657
	Fehrman Mark David	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	2711-040-003-08203	0.256	0.00016		$218		**$218**		$218
F	**1970065 Ontario Inc**	CON 2 PT LOT 17	2711-040-003-08300	6.417	0.00842		$11,343		**$11,343**		$11,343
F	**Li Yue**	CON 2 PT LOT 17	2711-040-003-08400	2.706	0.00239		$3,220		**$3,220**		$3,220
F	**Noel Marc Raymond**	CON 2 PT LOT 17	2711-040-003-08401	2.679	0.00237		$3,188		**$3,188**		$3,188
F	**Fabi David George**	CON 2 PT LOT 17	2711-040-003-08500	4.033	0.00356		$4,799		**$4,799**		$4,799
	Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	2711-040-003-08600	0.562	0.00035		$477		**$477**		$477
	Vince Terrance Andrew	CON 2 PT LOT 17	2711-040-003-08601	0.175	0.00011		$149		**$149**		$149
F	**Bowman Douglas Murray**	CON 2 PT LOT 17	2711-040-003-08700	15.520	0.01371		$18,466		**$18,466**		$18,466
F	**Cooper Morgan Katherine**	CON 1 PT LOT 18	2711-040-003-10200	2.153	0.00190		$2,562		**$2,562**		$2,562
F	**Ladd Sharon Lynn**	CON 2 PT LOT 19	2711-040-003-10201	8.234	0.00727		$9,797		**$9,797**		$9,797
F	**Bankert David Roy**	CON 1 PT LOT 18	2711-040-003-10300	5.311	0.00469		$6,319		**$6,319**		$6,319
F	**Port Colborne Quarries Inc**	CON 2 PT LOT 18	2711-040-003-11200	19.989	0.01765	$1,425	$23,784	$172,048	**$197,256**		$197,256
	Bonin Emma Sylvia	CON 2 PT LOT 18	2711-040-003-11201	1.677	0.00106		$1,425		**$1,425**		$1,425
F	**Ruston James Daryl**	CON 2 PT LOT 18	2711-040-003-11202	2.254	0.00199		$2,681		**$2,681**		$2,681
	Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PT PART 1	2711-040-003-11300	10.331	0.00912		$12,293		**$12,293**	$1,115	$11,177
	Van Boom Maria	CON 2 PT LOT 18	2711-040-003-11400	0.622	0.00039		$529		**$529**		$529
F	**Fehrman John Paul**	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	2711-040-003-11500	14.086	0.01244		$16,760	$0	**$16,760**		$16,760
	Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	2711-040-003-11600	0.408	0.00026		$347		**$347**		$347
	Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	2711-040-003-11700	0.074	0.00005		$63		**$63**		$63
	Leaman Carol Christine	CON 2 PT LOT 19	2711-040-003-12100	0.125	0.00008		$106		**$106**		$106
	Seredine Michael Nicholas	CON 2 PT LOT 19	2711-040-003-12200	0.075	0.00005		$64		**$64**		$64
	Hobbs Edward George	CON 2 PT LOT 19	2711-040-003-12300	0.167	0.00011		$142		**$142**		$142
	Wright Timothy James	CON 2 PT LOT 19	2711-040-003-12400	0.576	0.00036		$489		**$489**		$489
	Shave Harry Albert	CON 2 PT LOT 19	2711-040-003-12500	0.400	0.00025		$340		**$340**		$340
	Van Schaik Thomas Albert	CON 2 PT LOT 19	2711-040-003-12600	0.405	0.00026		$344		**$344**		$344
	1000149971 Ontario Corporation	CON 2 PT LOT 19	2711-040-003-12700	1.284	0.00081		$1,091		**$1,091**		$1,091
	Butters Larry R	CON 2 PT LOT 19	2711-040-003-12800	0.235	0.00015		$200		**$200**		$200
	Landry Rita	CON 2 PT LOT 19	2711-040-003-12900	0.161	0.00010		$137		**$137**		$137
	Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	2711-040-003-14300	0.071	0.00004		$25		**$25**		$25
	Leblanc Marc	PLAN 19 PT LOT 25 PT LOT 26 NP778	2711-040-003-14500	0.289	0.00015		$103		**$103**		$103
F	**Pye Laurie Lynne**	CON 1 PT LOT 19 PT LOT 20	2711-040-003-14600	12.370	0.01092		$7,700		**$7,700**		$7,700
F	**Bankert David Roy**	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	2711-040-003-14700	3.938	0.00348		$2,451		**$2,451**		$2,451
	Little Lisa Marie	CON 1 PT LOT 19 RP 59R1775 PART 1	2711-040-003-14900	2.690	0.00238		$3,200		**$3,200**		$3,200
F	**Vandebeld Grace Elizabeth**	CON 1 PT LOT 19 PT LOT 20	2711-040-003-15000	22.944	0.02026		$24,373		**$24,373**		$24,373
	Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	2711-040-003-15100	0.695	0.00044		$590		**$590**		$590
	Crawford David Emerson T	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	2711-040-003-15101	1.655	0.00104		$1,407		**$1,407**		$1,407
F	**Ladd Sharon Lynn**	CON 2 PT LOT 19	2711-040-003-15102	2.498	0.00221		$2,972		**$2,972**		$2,972
	Ladd Kevin Wilfred	CON 2 PT LOT 19	2711-040-003-15200	0.370	0.00028		$377		**$377**		$377
	Fehrhaven Farms Inc	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	2711-040-003-15300	0.067	0.00005		$68		**$68**		$68
F	**1970065 Ontario Inc**	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	2711-040-003-15305	59.561	0.05260		$70,869		**$70,869**		$70,869
	Rankin Engineering Inc	CON 2 PT LOT 19	2711-040-003-15400	3.802	0.00240		$3,231		**$3,231**		$3,231
	2053048 Ontario Inc	CON 2 PT LOT 19	2711-040-003-15500	2.189	0.00138		$1,860		**$1,860**		$1,860
	Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	2711-040-003-15600	70.006	0.06182		$56,495		**$56,495**		$56,495
F	**Fehrman Paul Allan**	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	2711-040-003-15700	29.095	0.02570		$34,615		**$34,615**		$34,615
	Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	2711-040-003-15702	1.355	0.00085		$1,126		**$1,126**		$1,126
	Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	2711-040-003-15705	0.944	0.00060		$802		**$802**		$802
	Watson Carol Ann	CON 2 PT LOT 20	2711-040-003-15900	0.373	0.00024		$317		**$317**		$317
	Brodeur Christa Nicole	CON 2 PT LOT 20	2711-040-003-16000	0.125	0.00008		$106		**$106**		$106
	Lee Derek	CON 2 PT LOT 20	2711-040-003-16100	0.344	0.00022		$292		**$292**		$292
	Shibley Chad William	CON 2 PT LOT 19	2711-040-003-16200	0.254	0.00016		$216		**$216**		$216
	Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	2711-040-003-16300	3.086	0.00272		$3,671		**$3,671**		$3,671
	Long Mark Christopher	CON 2 PT LOT 19	2711-040-003-16400	0.453	0.00029		$385		**$385**		$385
F	**Harrington Peter Anthony**	CON 2 PT LOT 19	2711-040-003-16500	4.891	0.00432		$5,819		**$5,819**		$5,819
	Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	2711-040-003-16600	0.174	0.00011		$148		**$148**		$148
	Burke Michael	CON 2 PT LOT 19	2711-040-003-16700	0.220	0.00014		$187		**$187**		$187
	Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	2711-040-003-16800	0.119	0.00008		$101		**$101**		$101
	Reles David Leonard	CON 2 PT LOT 19	2711-040-003-16900	0.242	0.00015		$206		**$206**		$206
	King Carl Rodney	CON 2 PT LOT 19	2711-040-003-17000	0.198	0.00013		$169		**$169**		$169
	Arsenault Henri Claude	CON 2 PT LOT 19	2711-040-003-17100	0.210	0.00013		$179		**$179**		$179
	Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	2711-040-003-17200	0.221	0.00014		$188		**$188**		$188
	Smith Reginald Garfield	CON 2 PT LOT 19	2711-040-003-17400	0.150	0.00009		$127		**$127**		$127
	Pagliaro Carlo	CON 1 PT LOT 20	2711-040-003-17501	0.652	0.00041		$554		**$554**		$554
	Ribau Jeffrey	CON 1 PT LOT 20	2711-040-003-17600	0.908	0.00057		$772		**$772**		$772
F	**Bankert Roy Wallace**	CON 1 PT LOT 20	2711-040-003-17700	2.308	0.00146		$1,961		**$1,961**		$1,961
F	**Bankert Helen Irene**	CON 1 PT LOT 20	2711-040-003-17710	5.230	0.00462		$6,223		**$6,223**		$6,223
	Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	2711-040-003-17800	0.617	0.00039		$524		**$524**		$524
	Clow Kevin	CON 1 PT LOT 20	2711-040-003-17825	3.692	0.00233		$2,036		**$2,036**		$2,036
	Grist William Joseph	CON 1 PT LOT 20 RP59R 11429 PART 1	2711-040-003-17850	0.406	0.00026		$180		**$180**		$180
F	**Van Kralingen Allert**	CON 1 PT LOT 20	2711-040-003-17900	17.360	0.01533		$10,806		**$10,806**		$10,806
	Nero Felice	CON 1 PT LOT 20	2711-040-003-18000	2.431	0.00215		$1,513		**$1,513**		$1,513

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	Whisky Run Golf Club Ltd	CON 1 PT LOT 20	2711-040-003-18010	5.105	0.00451		$3,178		**$3,178**		$3,178
	Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	2711-040-003-18100	0.560	0.00028		$199		**$199**		$199
	O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	2711-040-004-00100	0.357	0.00018		$127		**$127**		$127
	Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	2711-040-004-00101	0.889	0.00045		$316		**$316**		$316
	Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	2711-040-004-00102	0.513	0.00026		$182		**$182**		$182
	Neumann Gary	CON 1 PT LOT 21	2711-040-004-00300	0.385	0.00019		$137		**$137**		$137
	Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	2711-040-004-00305	0.553	0.00028		$98		**$98**	$588	-$489
	Matheson Gary	CON 1 PT LOT 21	2711-040-004-00400	0.414	0.00021		$147		**$147**		$147
	White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	2711-040-004-00500	1.150	0.00058		$204		**$204**	$1,201	-$996
	McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	2711-040-004-00505	0.753	0.00038		$134		**$134**		$134
	Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	2711-040-004-00510	0.058	0.00003		$21		**$21**		$21
	Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	2711-040-004-00620	0.113	0.00006		$40		**$40**		$40
	Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	2711-040-004-00700	0.156	0.00008		$55		**$55**		$55
	Cunningham Jesse	CON 1 PT LOT 22	2711-040-004-00800	0.061	0.00003		$22		**$22**		$22
	Pelchat Brock	CON 1 PT LOT 22	2711-040-004-00820	0.033	0.00002		$12		**$12**		$12
	MacNeil Robert Joseph F	CON 1 PT LOT 22	2711-040-004-00900	0.400	0.00020		$179	$13,533	**$13,712**		$13,712
	Anthony Thomas	CON 1 PT LOT 22	2711-040-004-01000	0.015	0.00001		$5		**$5**		$5
	Cudmore Blair	CON 1 PT LOT 22	2711-040-004-01100	0.055	0.00003		$20		**$20**		$20
	Taliano David	CON 1 PT LOT 22	2711-040-004-01200	0.099	0.00005		$35		**$35**		$35
	Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	2711-040-004-01300	0.115	0.00006		$41		**$41**		$41
	Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	2711-040-004-01301	0.088	0.00004		$31		**$31**		$31
	Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	2711-040-004-01400	0.081	0.00004		$29		**$29**		$29
	Cassan James Cameron Gregory	CON 1 PT LOT 22	2711-040-004-01500	0.096	0.00005		$34		**$34**		$34
	Hall Valerie	CON 1 PT LOT 22	2711-040-004-01700	0.248	0.00013		$88		**$88**		$88
	McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	2711-040-004-01800	0.490	0.00025		$220		**$220**		$220
	Gabriele Janice Ann	CON 1 PT LOT 23	2711-040-004-02100	0.282	0.00014		$126		**$126**		$126
	Peacock Kent William	CON 1 PT LOT 23	2711-040-004-02300	0.294	0.00015		$132		**$132**		$132
	Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02400	0.073	0.00004		$33		**$33**		$33
	Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02500	0.144	0.00007		$64		**$64**		$64
	Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02600	0.148	0.00007		$66		**$66**		$66
	Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	2711-040-004-02700	0.133	0.00007		$60		**$60**		$60
	Papadakos Patricia	CON 1 PT LOT 23	2711-040-004-02801	0.138	0.00007		$62		**$62**		$62
	Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	2711-040-004-02900	0.124	0.00006		$56		**$56**		$56
	Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	2711-040-004-02901	0.430	0.00022		$193		**$193**		$193
	Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	2711-040-004-02902	0.119	0.00006		$53		**$53**		$53
	Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	2711-040-004-02905	0.570	0.00029		$256		**$256**		$256
	McQuilkin Vanessa	CON 1 PT LOT 23	2711-040-004-03000	0.277	0.00014		$124		**$124**		$124
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03100	0.064	0.00003		$29		**$29**		$29
	Siba Jayne Leslie	CON 1 PT LOT 23	2711-040-004-03200	0.276	0.00014		$124		**$124**		$124
	Peshimam Abid Zahoor	CON 1 PT LOT 23	2711-040-004-03300	0.238	0.00012		$107		**$107**		$107
	Dutcher Lori	CON 1 PT LOT 23	2711-040-004-03400	0.236	0.00012		$106		**$106**		$106
	Soldat Lesley	CON 1 PT LOT 23	2711-040-004-03500	0.233	0.00012		$104		**$104**		$104
	Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	2711-040-004-03600	0.408	0.00021		$183		**$183**		$183
	Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	2711-040-004-03605	0.407	0.00021		$182		**$182**		$182
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-03700	7.780	0.00589		$5,230		**$5,230**		$5,230
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03710	1.715	0.00130		$1,153		**$1,153**		$1,153
	Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	2711-040-004-03720	6.459	0.00489		$4,342	$0	**$4,342**		$4,342
	Arnold Alicia	CON 1 PT LOT 22	2711-040-004-03800	0.380	0.00019		$170	$0	**$170**		$170
	Snider Harvey Wilson	CON 1 PT LOT 22	2711-040-004-03900	0.264	0.00013		$118		**$118**		$118
	Roman Catholic Episcopal Corporati	CON 1 PT LOT 22	2711-040-004-04100	2.601	0.00295		$2,622		**$2,622**		$2,622
	Mitchell Timothy J	CON 1 PT LOT 22	2711-040-004-04200	1.150	0.00058		$515		**$515**		$515
	Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	2711-040-004-04300	3.815	0.00289		$2,564		**$2,564**		$2,564
	570466 Ontario Limited	CON 1 PT LOT 21	2711-040-004-04301	5.117	0.00452		$3,237		**$3,237**		$3,237
	Mason Martha Jeanne	CON 1 PT LOT 21	2711-040-004-04303	3.068	0.00232		$1,637		**$1,637**		$1,637
	Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	2711-040-004-04320	0.445	0.00022		$199		**$199**		$199
	Gibbs Irene	CON 1 PT LOT 21	2711-040-004-04400	0.442	0.00028		$196		**$196**		$196
	Nicholls Larry James	CON 1 PT LOT 21	2711-040-004-04500	1.220	0.00077		$543		**$543**		$543
	Winger Lloyd James Junior	CON 1 PT LOT 21	2711-040-004-04600	0.849	0.00054		$377		**$377**		$377
	Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	2711-040-004-04601	0.405	0.00026		$180		**$180**		$180
	Whisky Run Golf Club Ltd	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	2711-040-004-04700	18.777	0.01658		$11,691		**$11,691**		$11,691
F	**Bankert David Roy**	HUMBERSTONE CON 1 PT LOT 21	2711-040-004-04800	13.855	0.01224		$9,435		**$9,435**		$9,435
F	**Spiteri Claudia Maria**	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	2711-040-004-04802	0.681	0.00043		$303		**$303**		$303
	Talbot Jason J	CON 1 PT LOT 21	2711-040-004-04900	0.316	0.00020		$140		**$140**		$140
	Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	2711-040-004-05000	0.348	0.00022		$155		**$155**		$155
	Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	2711-040-004-05100	15.399	0.01360		$10,426		**$10,426**		$10,426
	Vale Canada Limited	CON 1 PT LOT 21	2711-040-004-05200	7.941	0.00701		$4,971		**$4,971**		$4,971
	Arsenault Robert Eugene	CON 1 PT LOT 21	2711-040-004-05300	0.236	0.00015		$105		**$105**		$105
	Perron Alysha Marie	CON 1 PT LOT 21	2711-040-004-05400	0.340	0.00021		$151		**$151**		$151
	Peterson Chad Allan	CON 1 PT LOT 21	2711-040-004-05500	9.486	0.00838		$5,955		**$5,955**		$5,955
	Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	2711-040-004-05600	3.069	0.00271		$2,473		**$2,473**		$2,473
	Paxton Matthew Ryan	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	2711-040-004-05602	3.050	0.00269		$2,022		**$2,022**		$2,022
F	**Moskalyk John Joseph**	CON 1 PT LOT 21	2711-040-004-05700	6.809	0.00601		$6,813		**$6,813**		$6,813
	Pace Christopher Alan	CON 1 PT LOT 21	2711-040-004-05800	1.795	0.00113		$1,525		**$1,525**	$976	$549
	Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	2711-040-004-05900	0.151	0.00010		$128		**$128**		$128
	Besselink Leo	CON 1 PT LOT 21	2711-040-004-06000	0.332	0.00021		$282		**$282**		$282
	Vanderhoek James Anthony	CON 1 PT LOT 21	2711-040-004-06100	0.335	0.00021		$285		**$285**		$285
	Sieber Michael Joseph	CON 1 PT LOT 21	2711-040-004-06200	0.366	0.00023		$311		**$311**		$311
	Thalen William Douglas	CON 1 PT LOT 21	2711-040-004-06300	0.511	0.00032		$434		**$434**		$434
	Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	2711-040-004-06400	0.416	0.00026		$354		**$354**		$354
	Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	2711-040-004-06500	0.416	0.00026		$354		**$354**		$354
	Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	2711-040-004-06600	0.416	0.00026		$354		**$354**		$354
	Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	2711-040-004-06700	0.416	0.00026		$354		**$354**		$354
	Riegle Colleen	CON 1 PT LOT 21	2711-040-004-06800	0.415	0.00026		$353		**$353**		$353
	Bertulli David Raymond	CON 1 PT LOT 21	2711-040-004-06900	0.399	0.00025		$339		**$339**		$339
	Pare Robert Laurent	CON 1 PT LOT 21	2711-040-004-07000	0.747	0.00047		$635		**$635**		$635
	Dunham Traci Lynn	CON 1 PT LOT 21	2711-040-004-07100	0.111	0.00007		$95		**$95**		$95
F	**Bearss Dougas John**	CON 1 PT LOT 21 PT LOT 22	2711-040-004-07200	5.650	0.00499		$6,722		**$6,722**		$6,722
F	**White Margaret Ann**	CON 1 PT LOT 22	2711-040-004-07300	9.076	0.00802		$9,206		**$9,206**		$9,206
F	**White Margaret Ann**	CON 1 PT LOT 22	2711-040-004-07300	5.226	0.00462		$6,810		**$6,810**		$6,810
	Johnson David Allen	CON 1 PT LOT 22	2711-040-004-07400	0.345	0.00022		$293		**$293**		$293
	Hassam Kirsten Anne	CON 1 PT LOT 22	2711-040-004-07500	0.464	0.00029		$394		**$394**		$394
	Rittner Robert	CON 1 PT LOT 22	2711-040-004-07600	0.349	0.00022		$297		**$297**		$297
	Pipher Eric James	CON 1 PT LOT 22	2711-040-004-07700	0.149	0.00009		$126		**$126**		$126
	Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	2711-040-004-07800	7.680	0.00678		$6,522		**$6,522**		$6,522
	PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	2711-040-004-07805	4.258	0.00484		$4,346		**$4,346**		$4,346
	Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	2711-040-004-07900	8.845	0.00781		$6,937		**$6,937**		$6,937
	Beck Ronald Andrew	CON 1 PT LOT 22	2711-040-004-08000	0.149	0.00009		$83		**$83**		$83
	Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	2711-040-004-08100	3.526	0.00267		$2,370		**$2,370**		$2,370
	Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08200	6.475	0.00490		$4,353		**$4,353**		$4,353
	570466 Ontario Limited	CON 1 PT LOT 22	2711-040-004-08201	1.729	0.00131		$1,162		**$1,162**		$1,162
	Vale Canada Limited	CON 1 PT LOT 22	2711-040-004-08300	3.497	0.00265		$2,351		**$2,351**		$2,351
	Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	2711-040-004-08400	12.522	0.00948		$8,418		**$8,418**		$8,418

	Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
	Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	2711-040-004-08600	8.441	0.00639		$5,675		**$5,675**		$5,675
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	6.732	0.00510		$4,525		**$4,525**		$4,525
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08700	10.882	0.00824		$6,740		**$6,740**		$6,740
	PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	2711-040-004-08715	2.461	0.00186		$1,654		**$1,654**		$1,654
	Schlenger Uszer	CON 1 PT LOT 23	2711-040-004-08800	0.373	0.00030		$267		**$267**		$267
	Coccagna Anthony	CON 1 PT LOT 23	2711-040-004-08900	0.631	0.00040		$354		**$354**		$354
	1346618 Ontario Ltd	CON 1 PT LOT 23	2711-040-004-09000	0.463	0.00029		$259		**$259**		$259
	Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	2711-040-004-09100	0.201	0.00013		$113		**$113**		$113
	S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	2711-040-004-09200	0.778	0.00059		$523		**$523**		$523
	Favero Lidia	CON 1 PT LOT 23	2711-040-004-09300	0.202	0.00013		$113		**$113**		$113
	Ed Christensen Roofing Limited	CON 1 PT LOT 23	2711-040-004-09400	0.190	0.00012		$107		**$107**		$107
	Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	2711-040-004-09500	0.190	0.00012		$107		**$107**		$107
	Stenson Ian John	CON 1 PT LOT 23	2711-040-004-09600	0.190	0.00012		$107		**$107**		$107
	Polverari Giuseppe	CON 1 PT LOT 23	2711-040-004-09700	0.190	0.00012		$107		**$107**		$107
	S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	2711-040-004-09800	5.747	0.00435		$3,860		**$3,860**		$3,860
	JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	2711-040-004-09801	2.212	0.00474		$4,213		**$4,213**		$4,213
	Vale Canada Limited	CON 1 PT LOT 23	2711-040-004-09802	3.949	0.00299		$2,654		**$2,654**		$2,654
	Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	2711-040-004-09900	12.547	0.01108		$14,929		**$14,929**		$14,929
	Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	2711-040-004-10000	15.732	0.01389		$16,705		**$16,705**		$16,705
	Sherry Vernon Eugene Martin	CON 2 PT LOT 21	2711-040-004-10100	4.047	0.00357		$4,815		**$4,815**		$4,815
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	2711-040-004-10101	0.121	0.00008		$103		**$103**		$103
	Baillargeon Steve	CON 2 PT LOT 21	2711-040-004-10200	0.152	0.00010		$129		**$129**		$129
	Dennis Wayne	CON 2 PT LOT 21	2711-040-004-10300	0.182	0.00012		$155		**$155**		$155
	Huffman John Wayne	CON 2 PT LOT 21	2711-040-004-10400	0.179	0.00011		$132		**$132**		$132
	Young Tammy Lynn	CON 2 PT LOT 21	2711-040-004-10500	0.212	0.00013		$149		**$149**		$149
	2867781 Ontario Inc	CON 2 PT LOT 21	2711-040-004-10600	0.197	0.00012		$122		**$122**		$122
	Citrigno Angela	CON 2 PT LOT 21	2711-040-004-10700	0.205	0.00013		$126		**$126**		$126
	Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	2711-040-004-10705	3.954	0.00349		$3,919		**$3,919**		$3,919
	Konc John Andrew	CON 2 PT LOT 22 RP 59R4801 PART 3	2711-040-004-10710	2.899	0.00256		$2,274		**$2,274**		$2,274
F	**Van Ruyven Josef Nicolaas**	CON 2 PT LOT 22 RP 59R4801 PART 2	2711-040-004-10800	4.199	0.00371		$3,293		**$3,293**		$3,293
	Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732 PART 1	2711-040-004-10810	0.407	0.00026		$228		**$228**		$228
F	**705 Main PC Holdings Inc**	CON 2 PT LOT 22 RP59R4801 PART 1	2711-040-004-10900	7.711	0.00681		$6,048		**$6,048**		$6,048
	Hellinga Jack Simon	CON 2 PT LOT 22	2711-040-004-11000	5.411	0.00341		$3,031		**$3,031**		$3,031
	Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	2711-040-004-11200	1.202	0.00076		$673		**$673**		$673
	Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	2711-040-004-11205	1.208	0.00076		$677		**$677**		$677
	Scace Wesley	CON 2 PT LOT 21	2711-040-004-11300	0.067	0.00004		$37		**$37**		$37
	Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	2711-040-004-11500	73.171	0.06462		$57,387		**$57,387**		$57,387
	Parsons David Scott	CON 2 PT LOT 22	2711-040-004-11600	0.418	0.00026		$234		**$234**		$234
	Leavere Larry Allan Thomas	CON 2 PT LOT 22	2711-040-004-11700	0.209	0.00013		$117		**$117**		$117
	Yanni Bill	CON 2 PT LOT 22	2711-040-004-11900	0.418	0.00026		$234		**$234**		$234
	Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12000	0.209	0.00013		$117		**$117**		$117
	Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	2711-040-004-12100	0.209	0.00013		$117		**$117**		$117
	Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	2711-040-004-12200	0.357	0.00023		$200		**$200**		$200
	Boda Terry Joseph	CON 2 PT LOT 22	2711-040-004-12400	0.186	0.00012		$104		**$104**		$104
	Elite Capital P.C Developments Inc	CON 2 PT LOT 22	2711-040-004-12600	12.732	0.01124		$13,481		**$13,481**		$13,481
	Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	12.627	0.01115		$10,906		**$10,906**		$10,906
	Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	2711-040-004-12700	22.193	0.01960		$16,860		**$16,860**		$16,860
	Elite Cap PC Holdings Inc	CON 2 PT LOT 23	2711-040-004-12800	0.363	0.00028		$244		**$244**		$244
	NCDSB	CON 2 PT LOT 23	2711-040-004-12900	5.947	0.00450		$3,998		**$3,998**		$3,998
	Dyson Patrick James	CON 2 PT LOT 23	2711-040-004-13000	0.176	0.00011		$99		**$99**		$99
	Dyson Mary Lynn	CON 2 PT LOT 23	2711-040-004-13100	0.182	0.00011		$102		**$102**		$102
	Hortobagyi Zoltan	CON 2 PT LOT 23	2711-040-004-13200	0.186	0.00012		$104		**$104**		$104
	Wakunick Deborah Ivy	CON 2 PT LOT 24	2711-040-004-13300	0.085	0.00005		$48		**$48**		$48
	Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	2711-040-004-13400	0.424	0.00027		$238		**$238**		$238
	Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	2711-040-004-13401	7.409	0.00654		$5,811		**$5,811**		$5,811
	Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	2711-040-004-13410	9.878	0.00872		$7,747		**$7,747**		$7,747
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	2711-040-004-13435	0.533	0.00047		$418		**$418**		$418
	Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	2711-040-004-14000	3.313	0.00293		$2,599		**$2,599**		$2,599
	Elite Cap PC Holdings Inc	CON 2 PT LOT 24	2711-040-004-14120	0.929	0.00082		$728		**$728**		$728
	Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	2711-040-004-17902	0.580	0.00029		$206		**$206**		$206
	PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.603	0.00324		$2,496		**$2,496**		$2,496
	PC City Hall	CON 1 PT LOTS 1-22	2711-040-004-99900	1.011	0.00204		$1,653		**$1,653**		$1,653
	Matej Dimitrov	CON 3 PT LOT 17	2711-040-005-01700	0.665	0.00042		$565		**$565**		$565
	Huffman Audrey Ferne	CON 3 PT LOT 17	2711-040-005-01800	1.528	0.00135		$1,818		**$1,818**		$1,818
	Larocque Lucille	CON 3 PT LOT 17	2711-040-005-02301	0.042	0.00003		$36		**$36**		$36
F	**Tice George Edward**	CON 3 S PT LOT 17	2711-040-005-02400	15.844	0.01399		$18,851		**$18,851**		$18,851
	Larocque Yvon	CON 3 PT LOT 17	2711-040-005-02500	0.251	0.00016		$213		**$213**		$213
	McIntyre David John	CON 3 N PT LOT 17	2711-040-005-03100	2.845	0.00251		$3,382		**$3,382**		$3,382
F	**Fritz Julius**	CON 3 PT LOT 18	2711-040-005-04500	13.612	0.01202		$16,189		**$16,189**		$16,189
	2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	2711-040-005-04505	0.673	0.00042		$572		**$572**		$572
	1374894 Ontario Inc	CON 3 N PT LOT 18	2711-040-005-04700	36.379	0.03213		$43,286		**$43,286**		$43,286
F	**Tsouskalas Harry**	CON 3 S PT LOT 18	2711-040-005-04800	4.164	0.00368		$4,955		**$4,955**		$4,955
	Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	2711-040-005-05105	0.131	0.00008		$111		**$111**		$111
	Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	2711-040-005-05110	0.492	0.00031		$418		**$418**		$418
	Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	2711-040-005-05120	0.497	0.00031		$423		**$423**		$423
	De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	2711-040-005-05130	0.503	0.00032		$427		**$427**		$427
	Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	2711-040-005-05140	0.242	0.00015		$206		**$206**		$206
	2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	2711-040-005-06400	38.250	0.03378		$44,991		**$44,991**		$44,991
F	**Koch Olga**	CON 3 LOT 19CPT	2711-040-005-06500	0.224	0.00014		$126		**$126**		$126
	Kozelj Stif	CON 3 PT LOT 20	2711-040-005-06600	0.079	0.00005		$44		**$44**		$44
F	**Orsetto Aldo**	CON 3 PT LOT 20	2711-040-005-06700	17.062	0.01507		$18,595		**$18,595**		$18,595
	Forsey Cynthia Lynn	CON 3 PT LOT 20	2711-040-005-06701	0.186	0.00012		$158		**$158**		$158
	Currie Michael Bruce	CON 3 PT LOT 20	2711-040-005-06702	0.085	0.00005		$48		**$48**		$48
F	**Fijavz David**	CON 3 PT LOT 20	2711-040-005-06703	0.334	0.00021		$187		**$187**		$187
	Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	2711-040-005-06710	0.211	0.00013		$118		**$118**		$118
	Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240 PART 1	2711-040-005-06800	0.271	0.00017		$152		**$152**		$152
F	**Henderson David Marshall**	CON 3 PT LOT 20	2711-040-005-06801	15.670	0.01384		$14,179		**$14,179**		$14,179
F	**Babion Gail J**	HUMBERSTONE CON 3 PT LOT 21	2711-040-005-06900	15.252	0.01347		$11,962		**$11,962**		$11,962
	Wagner Dan Patrick	CON 3 PT LOT 21	2711-040-005-07400	3.050	0.00269		$2,392		**$2,392**		$2,392
	Stovell David Alan	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	2711-040-005-07500	1.238	0.00078		$694		**$694**		$694
F	**Sidhu Navreet**	CON 3 S PT LOT 21 S PT LOT 22	2711-040-005-08100	7.613	0.00672		$5,971		**$5,971**		$5,971
F	**Henderson Drew David**	CON 3 PT LOT 22	2711-040-005-08301	1.055	0.00093		$827		**$827**		$827
	Beaulieu George E	CON 3 E PT LOT 23	2711-040-005-08900	0.388	0.00024		$217		**$217**		$217
	Garner Mark Edward	CON 3 PT LOT 23	2711-040-005-09100	0.346	0.00022		$194		**$194**		$194
	Joseph Grandilli	CON 3 PT LOT 23	2711-040-005-09300	0.082	0.00005		$46		**$46**		$46
	Stefan John	CON 3 PT LOT 23	2711-040-005-09400	0.016	0.00001		$9		**$9**		$9
	Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	2711-040-005-10100	0.001	0.00000		$0		**$0**		$0
	Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	2711-040-005-10200	0.208	0.00013		$117		**$117**		$117
	Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	2711-040-005-10202	0.417	0.00026		$234		**$234**		$234
	Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	2711-040-005-10204	0.605	0.00038		$339		**$339**		$339
	Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	2711-040-005-10206	0.597	0.00038		$335		**$335**		$335
F	**Schneider Darryl Frederick**	CON 3 PT LOT 23	2711-040-005-10801	2.252	0.00199		$1,766		**$1,766**		$1,766
	Zonneveld Bastian	CON 3 PT LOT 24	2711-040-005-10900	0.103	0.00006		$58		**$58**		$58
	Terreberry Jack	CON 3 PT LOT 24	2711-040-005-11000	0.144	0.00009		$81		**$81**		$81
	Bacon Matthew Steven	CON 3 PT LOT 24	2711-040-005-11300	0.347	0.00022		$195		**$195**		$195
	Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11400	0.099	0.00006		$55		**$55**		$55
	Moore Linda Ann	CON 3 PT LOT 24	2711-040-005-11500	0.029	0.00002		$16		**$16**		$16

Owner	Legal Text	Roll No	Drain Area, Ha	QRF Ratio	Benefit	Assessment Outlet Liability	Special	Total	Allowance	Net
Medvic Peter James	CON 3 PT LOT 24	2711-040-005-11600	0.356	0.00022		$199		**$199**		$199
McIntyre Shelly	CON 3 PT LOT 24	2711-040-005-11700	0.191	0.00012		$107		**$107**		$107
PC City Hall	59R11175 PART 1 59R11176 PARTS 1 TO 7 59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	2711-040-006-99500	0.815	0.00165		$1,461		**$1,461**		$1,461
			1046.533	**0.9022**	**$1,425**	**$967,959**	**$185,580**	**$1,154,964**	**$3,880**	**$1,151,084**

Roads

Owner	ROW description	Area					
City of Port Colborne	Carl Rd From Second Concession Rd To Chippawa Rd	2.4131	0.00518	$0	$6,973	$0	**$6,973**
City of Port Colborne	Second Concession Rd From Carl Rd To Miller Rd	1.6731	0.00359	$0	$4,835	$0	**$4,835**
City of Port Colborne	Snider Rd From Second Concession Rd To Chippawa Rd	0.0715	0.00015	$0	$136	$0	**$136**
City of Port Colborne	Chippawa Rd From Snider rd To Babion Rd	0.1328	0.00028	$0	$253	$0	**$253**
City of Port Colborne	Babion Rd From Second Concession Rd To Chippawa Rd	1.4336	0.00307	$0	$2,731	$0	**$2,731**
City of Port Colborne	Chippawa Rd From Babion Rd To Carl rd	0.5891	0.00126	$0	$1,122	$0	**$1,122**
City of Port Colborne	Second Concession Rd From Chippawa Rd To Carl Rd	4.5466	0.00975	$0	$9,700	$0	**$9,700**
City of Port Colborne	Reuter Rd From Lake Erie To Durham St	1.4966	0.00321	$0	$2,845	$0	**$2,845**
City of Port Colborne	Lakeshore Rd E From Reuter Rd To Snider Rd	0.726	0.00156	$0	$1,383	$0	**$1,383**
City of Port Colborne	Snider Rd From Highway #3 To Second Concessions Rd	2.0239	0.00383	$0	$3,401	$0	**$3,401**
City of Port Colborne	Snider Rd From Killaly St E To Highway #3	2.0275	0.00435	$0	$3,862	$0	**$3,862**
City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd	3.1333	0.00672	$0	$7,801	$0	**$7,801**
City of Port Colborne	Lorraine Rd From Killaly St E To Highway #3	1.7385	0.00373	$0	$5,032	$0	**$5,032**
City of Port Colborne	Babion Rd From Highway #3 To Second Concession Rd	2.2712	0.00487	$0	$6,006	$0	**$6,006**
City of Port Colborne	Killaly St E - North Easement From Weaver Rd To Miller Rd	0.0903	0.00019	$0	$261	$0	**$261**
City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd	2.7402	0.00588	$0	$7,918	$0	**$7,918**
City of Port Colborne	Weaver Rd From Killaly St E To Highway #3	1.216	0.00261	$0	$3,514	$0	**$3,514**
City of Port Colborne	Weaver Rd From Friendship Trail To Killaly St E	0.9939	0.00213	$0	$2,738	$0	**$2,738**
City of Port Colborne	Snider Rd From Lake Erie To Killaly St E	4.8075	0.00910	$0	$8,080	$0	**$8,080**
City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E	3.854	0.00827	$0	$7,720	$0	**$7,720**
City of Port Colborne	Lakeshore Rd E From Snider Rd To Lorraine Rd	1.7236	0.00370	$0	$3,232	$0	**$3,232**
MTO	Highway #3 From Elizabeth St To Babion Rd	2.8221	0.00676	$0	$6,008	$0	**$6,008**
MTO	Highway #3 From Babion Rd To Weaver Rd	1.9479	0.00467	$0	$5,874	$0	**$5,874**
MTO	Highway #3 From Weaver Rd To Miller Rd	1.2077	0.00289	$0	$3,876	$0	**$3,876**
		45.680	**0.0978**	**$0**	**$105,301**	**$0**	**$105,301**	**$0.00**	**$0.00**
		1092.21	1.0000				

Section 26 - Special Assessments			
City of Port Colborne		$0	$0
Regional Municipality of Niagara	No roads assessed during design.	$0	$0
MINISTRY OF TRANSPORTATION ONT	No special assessments during design.	$0	$0
Utilities - Enbridge	No conflicts assessed during design.	$0	$0
Utilities - Other	Protect existing Bell line in place or relocate at depth further south of proposed drain.	$9,913	$9,913
		$9,913	**$9,913**

Wignell Drain

Total Assessed: **$1,270,177**

Notes:

1. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant.
2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown for each parcel of land and road affected. The affected parcels of land are identified using the roll number received from the City. For convenience only, the owners' names are shown by the last
3. The value of the assessments identified in this schedule are estimates only, and should not be considered final.

Wignell Branch Drains

City of Port Colborne
Regional Municipality of Niagara

Section 22: Assessed Benefit
Section 23 Outlet Benefit / Outlet Liability
Section 24 Special Benefit

Bower Branch Drain #1

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636	271104000409801	2.2116	202	0.3391	$0	$1,368	$0	**$1,368**	$0	$1,368
	City of Port Colborne	59R11175 PART 1 59R11176	271104000699500	0.1737	0	0.0143	$0	$58	$0	**$58**	$0	$58
	Vale Canada Limited	CON 1 PT LOT 23	271102000718201	2.5985	84.7	0.3984	$0	$1,607	$0	**$1,607**	$0	$1,607
	Schlenger Uszer	CON 1 PT LOT 23	271104000408700	3.0301	208.8	0.1787	$0	$721	$0	**$721**	$0	$721
				8.014		**0.9306**	**$0**	**$3,753**	**$0**	**$3,753**	**$0**	**$3,753**
	Roads											
	City of Port Colborne	Reuter Rd From Lake Erie To Durham St		0.2773		0.0694		$280		$280		$280
				0.277		**0.069**	**$0**	**$280**	**$0**	**$280**	**$0**	**$280**
	Section 26 - Special Assessments											
	City of Port Colborne								$1,930	$1,930		$1,930
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$0	**$0**	**$1,930**	**$1,930**	**$0**	**$1,930**
	Bower Branch Drain #1											
		Total Assessed:								**$5,963**		**$5,963**

Wignell Branch Drain #2

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	0.1384			$0	$19	$0	**$19**	$982	-$962
	Thalen William Douglas	CON 1 PT LOT 21	271104000406300	0.0676			$0	$9	$0	**$9**	$0	$9
	Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550	271104000406400	0.1884			$0	$26	$0	**$26**	$0	$26
	Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325	271104000406500	0.232			$0	$32	$0	**$32**	$0	$32
	Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702	271104000406600	0.2663			$0	$37	$0	**$37**	$0	$37
	Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702	271104000406700	0.3055			$0	$43	$0	**$43**	$0	$43
	Riegle Colleen	CON 1 PT LOT 21	271104000406800	0.3654			$0	$51	$0	**$51**	$0	$51
	Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	0.3944			$0	$55	$0	**$55**	$0	$55
	Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	0.7472			$0	$104	$0	**$104**	$574	-$470
F	**Dunham Traci Lynn**	CON 1 PT LOT 21	271104000407100	0.1113			$0	$16	$0	**$16**	$0	$16
F	**Bearss Dougas John**	CON 1 PT LOT 21 PT LOT 22	271104000407200	2.7102			$168	$531	$0	**$699**	$5,135	-$4,436
	Hurkmans Robert William	CON 2 PT LOT 21	271104000409900	12.5466			$0	$2,457	$0	**$2,457**	$0	$2,457
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410000	10.7611			$0	$2,107	$0	**$2,107**	$0	$2,107
	Sherry Vernob Eugene Martin	CON 2 PT LOT 21	271104000410100	4.0471			$0	$792	$0	**$792**	$0	$792
	Vale Canada Limited	CON 2 PT LOT 21 RP59R3588	271104000410101	0.121			$0	$17	$0	**$17**	$0	$17
	Rottier Matthew	CON 2 PT LOT 21	271104000410200	0.1517			$0	$21	$0	**$21**	$0	$21
	Dennis Wayne	CON 2 PT LOT 21	271104000410300	0.1824			$0	$26	$0	**$26**	$0	$26
	Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.1081			$0	$15	$0	**$15**	$0	$15
	Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.105			$0	$15	$0	**$15**	$0	$15
	Vollick Ronald Christopher	CON 2 PT LOT 21	271104000410600	0.038			$0	$5	$0	**$5**	$0	$5
	Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.0374			$0	$5	$0	**$5**	$0	$5
	Stark Raymond	CON 2 PT LOT 21 RP 59R4333	271104000410705	2.0105			$0	$394	$0	**$394**	$0	$394
	Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	8.6146			$0	$1,687	$0	**$1,687**	$0	$1,687
	Vale Canada Limited	CON 2 PT LOT 22 PT LOT 23	271104000412700	2.4726			$0	$484	$0	**$484**	$0	$484
				46.723			**$168**	**$8,949**	**$0**	**$9,117**	**$6,691**	**$2,426**
	Roads											
	City of Port Colborne	Killaly St E From Elizabeth St To Lorraine Rd		1.3756			$ 24	$ 654		$ 678		$ 678
	City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8521				$ 405		$ 405		$ 405
				2.228			**$ 24**	**$ 1,059**		**$ 1,083**	**$ -**	**$ 1,083**
	Section 26 - Special Assessments											
	City of Port Colborne								$19,144	$19,144		$19,144
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$24	**$0**	**$19,144**	**$19,144**	**$0**	**$19,144**
	Wignell Branch Drain #2											
		Total Assessed:						**$10,008**		**$29,344**		**$22,654**

Wignell Branch Drain #3

	Owner	Legal Text	Roll No	Area, Ha	Abutting, m	QRF Ratio	Assessment Benefit	Assessment Outlet Liability	Assessment Special	Total	Allowance	Net
	City of Port Colborne - Lands Assessed											
	Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20	271104000315700	25.1839			$0	$11,607	$0	**$11,607**	$0	$11,607
	Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546	271104000315702	1.3548			$0	$446	$0	**$446**	$0	$446
	Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20	271104000315705	0.9362			$0	$308	$0	**$308**	$0	$308
	Watson Carol Ann	CON 2 PT LOT 20	271104000315900	0.3731			$0	$123	$0	**$123**	$0	$123
	Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	0.1245			$0	$41	$0	**$41**	$0	$41
	Lee Derek	CON 2 PT LOT 20	271104000316100	0.3439			$0	$113	$0	**$113**	$0	$113
	Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	1.8461			$0	$851	$0	**$851**	$5,736	-$4,885
	Quesnelle Andrew	CON 1 PT LOT 20 PLAN 59R	271104000317800	0.582			$0	$192	$0	**$192**	$1,593	-$1,401
				30.745			**$0**	**$13,680**	**$0**	**$13,680**	**$7,329**	**$6,351**
	Roads											
	City of Port Colborne	Babion Rd From Killaly St E To Highway #3		0.8469				$948		$948		$948
	City of Port Colborne	Killaly St E From Lorraine Rd To Miller Rd		0.4685				$524		$524		$524
	City of Port Colborne	Lorraine Rd From Lake Erie To Killaly St E		0.0012				$1		$1		$1
	MTO	Highway #3 From Babion Rd To Weaver Rd		0.2711				$339		$339		$339
				1.588			**$0**	**$1,813**	**$0**	**$1,813**	**$0**	**$1,813**
				32.332								
	Section 26 - Special Assessments											
	City of Port Colborne								$22,856	$22,856		$22,856
	MINISTRY OF TRANSPORTATION											
	ONTARIO									$0		$0
	Utilities - Enbridge									$0		$0
	Utilities - Other									$0		$0
							$0	**$0**	**$22,856**	**$22,856**	**$0**	**$22,856**
	Wignell Branch Drain #3											
		Total Assessed:						**$15,493**		**$38,349**		**$31,020**

Wignell Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Pumping Cost to be Assessed: **$2,000.00**
Value is assumed.
To be updated by City of Port Colborne

Pump Assessment Schedule
Wignell Drain

							50%				50%	
						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
City of Port Colborne - Lands Assessed												
Sollbach Katherine Jestina	HUMBERSTONE CON 1 PT LOT 23	271102000700800	0.467	0.220	20	0	0	$0.00	0.220	0.28640	$0.11	$0.11
Lee Christopher Bernard	HUMBERSTONE CON 1 PT LOT 23 AND PT WATER LOT	271102000700900	0.556	0.110	20	0	0	$0.00	0.110	0.14342	$0.06	$0.06
Hipfner Layton	CON 1 PT LOT 23	271102000701300	0.509	0.509	20	0.287	0.00162	$1.62	0.509	0.66453	$0.26	$1.88
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	271102000718000	139.588	0.080	20	0	0	$0.00	0.080	0.10470	$0.04	$0.04
Vale Canada Limited	HUMBERSTONE CON 1 PT LOTS 24 TO 26 PT WATER LOT PT RD ALLOW PLAN 849 LOTS 1 TO 4 W DAVIS ST AND E MITCHELL ST LOTS 6 AND 7 N LAKE ST PT PARK LOTS 1 TO 5 S DURHAM ST	271102000718000	1.734	1.735	30	1.470	0.00831	$8.31	1.735	3.39494	$1.31	$9.63
Port Wilder Land Inc	CON 1 PT LOT 23	271102000718201	2.598	2.598	85	2.353	0.01330	$13.30	2.598	14.40963	$5.57	$18.88
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718300	0.186	0.186	30	0.186	0.00105	$1.05	0.186	0.36388	$0.14	$1.19
PC City Hall	CON 1 PT TWP LOT 23	271102000718400	0.334	0.334	30	0.334	0.00189	$1.89	0.334	0.65448	$0.25	$2.14
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718500	0.374	0.374	30	0.374	0.00211	$2.11	0.374	0.73126	$0.28	$2.40
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718600	0.371	0.372	30	0.372	0.00210	$2.10	0.372	0.72719	$0.28	$2.38
Vale Canada Limited	CON 1 PT TWP LOT 23	271102000718700	0.186	0.186	30	0.186	0.00105	$1.05	0.186	0.36375	$0.14	$1.19
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	271102000718800	1.647	1.648	30	1.648	0.00932	$9.32	1.648	3.22461	$1.25	$10.56
Vale Canada Limited	CON 1 PT TWP LOT 23 RP 59R10985 PART 1	271102000718900	2.228	2.229	30	2.229	0.01260	$12.60	2.229	4.36222	$1.69	$14.29
McLean William Richard Samue	CON 1 PT TWP LOT 23	271102001311300	0.205	0.095	25	0		$0.00	0.095	0.15499	$0.06	$0.06
Ferri Vincent	CON 1 PT TWP LOT 23	271102001311400	0.190	0.191	25	0		$0.00	0.191	0.31076	$0.12	$0.12
Scott Gregory George	CON 1 PT TWP LOT 23	271102001311500	0.190	0.190	25	0		$0.00	0.190	0.31048	$0.12	$0.12
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	271102001312000	3.308	0.534	35	0		$0.00	0.534	1.21824	$0.47	$0.47
Jarry Terry Alain	CON 2 PT LOT 17	271104000308000	4.071	4.073	35	0		$0.00	4.073	9.29928	$3.60	$3.60
Mackay Graham	CON 2 PT LOT 17	271104000308100	4.071	4.068	35	0		$0.00	4.068	9.28989	$3.59	$3.59
Bury Alexander	CON 2 PT LOT 17	271104000308101	4.072	4.073	35	0		$0.00	4.073	9.29973	$3.60	$3.60
Ruston Earl John	CON 2 PT LOT 17	271104000308200	16.096	1.597	35	0		$0.00	1.597	3.64664	$1.41	$1.41
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 17	271104000308201	12.527	5.595	35	0		$0.00	5.595	12.77598	$4.94	$4.94
Fehrman Mark David	HUMBERSTONE CON 2 PT LOT 17 RP 59R15085 PART 1	271104000308203	0.492	0.256	25	0		$0.00	0.256	0.41830	$0.16	$0.16
1970065 Ontario Inc	CON 2 PT LOT 17	271104000308300	10.102	6.417	52	0		$0.00	6.417	21.76813	$8.42	$8.42
Li Yue	CON 2 PT LOT 17	271104000308400	4.071	2.706	35	0		$0.00	2.706	6.17982	$2.39	$2.39
Noel Marc Raymond	CON 2 PT LOT 17	271104000308401	4.072	2.679	35	0		$0.00	2.679	6.11752	$2.37	$2.37
Fabi David George	CON 2 PT LOT 17	271104000308500	4.032	4.033	35	0		$0.00	4.033	9.20866	$3.56	$3.56
Vince Terrance Andrew	CON 2 PT LOT 17RP 59R13523 PART 1	271104000308600	0.562	0.562	25	0		$0.00	0.562	0.91613	$0.35	$0.35
Vince Terrance Andrew	CON 2 PT LOT 17	271104000308601	0.175	0.175	25	0		$0.00	0.175	0.28525	$0.11	$0.11
Bowman Douglas Murray	CON 2 PT LOT 17	271104000308700	15.516	15.520	35	0		$0.00	15.520	35.43796	$13.71	$13.71
Cooper Morgan Katherine	CON 1 PT LOT 18	271104000310200	4.100	2.153	35	0		$0.00	2.153	4.91699	$1.90	$1.90
Ladd Sharon Lynn	CON 2 PT LOT 19	271104000310201	8.232	8.234	35	0		$0.00	8.234	18.80141	$7.27	$7.27
Bankert David Roy	CON 1 PT LOT 18	271104000310300	15.449	5.311	35	0		$0.00	5.311	12.12643	$4.69	$4.69
Port Colborne Quarries Inc	CON 2 PT LOT 18	271104000311200	19.983	19.989	35	0		$0.00	19.989	45.64233	$17.65	$17.65
Bonin Emma Sylvia	CON 2 PT LOT 18	271104000311201	1.677	1.677	25	0		$0.00	1.677	2.73530	$1.06	$1.06
Ruston James Daryl	CON 2 PT LOT 18	271104000311202	3.342	2.254	35	0		$0.00	2.254	5.14576	$1.99	$1.99
Rankin Engineering Inc	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R3391 PT PART 1	271104000311300	10.329	10.331	35	0		$0.00	10.331	23.59080	$9.12	$9.12
Van Boom Maria	CON 2 PT LOT 18	271104000311400	0.622	0.622	25	0		$0.00	0.622	1.01447	$0.39	$0.39

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Fehrman John Paul	HUMBERSTONE CON 2 PT LOT 18 AND RP 59R9411 PART 3	271104000311500	14.338	14.086	35	0		$0.00	14.086	32.16362	$12.44	$12.44
Jacques Timothy Maurice	CON 2 PT LOT 18 RP 59R9411 PART 1	271104000311600	0.408	0.408	25	0		$0.00	0.408	0.66606	$0.26	$0.26
Bankert Ralph Edward	CON 2 PT LOT 18 RP 59R9411 PART 2 PART 4	271104000311700	0.670	0.074	25	0		$0.00	0.074	0.12034	$0.05	$0.05
Leaman Carol Christine	CON 2 PT LOT 19	271104000312100	0.125	0.125	25	0		$0.00	0.125	0.20379	$0.08	$0.08
Seredine Michael Nicholas	CON 2 PT LOT 19	271104000312200	0.075	0.075	25	0		$0.00	0.075	0.12303	$0.05	$0.05
Hobbs Edward George	CON 2 PT LOT 19	271104000312300	0.167	0.167	25	0		$0.00	0.167	0.27228	$0.11	$0.11
Wright Timothy James	CON 2 PT LOT 19	271104000312400	0.576	0.576	25	0		$0.00	0.576	0.93897	$0.36	$0.36
Shave Harry Albert	CON 2 PT LOT 19	271104000312500	0.400	0.400	25	0		$0.00	0.400	0.65313	$0.25	$0.25
Van Schaik Thomas Albert	CON 2 PT LOT 19	271104000312600	0.405	0.405	25	0		$0.00	0.405	0.66060	$0.26	$0.26
1000149971 Ontario Corporation	CON 2 PT LOT 19	271104000312700	1.283	1.284	25	0		$0.00	1.284	2.09379	$0.81	$0.81
Butters Larry R	CON 2 PT LOT 19	271104000312800	0.235	0.235	25	0		$0.00	0.235	0.38292	$0.15	$0.15
Landry Rita	CON 2 PT LOT 19	271104000312900	0.161	0.161	25	0		$0.00	0.161	0.26212	$0.10	$0.10
Doolittle Douglas Burklin	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	1.427	0.071	20	0		$0.00	0.071	0.09285	$0.04	$0.04
Leblanc Marc	PLAN 19 PT LOT 25 PT LOT 26 NP778	271104000314500	0.443	0.289	20	0		$0.00	0.289	0.37678	$0.15	$0.15
Pye Laurie Lynne	CON 1 PT LOT 19 PT LOT 20	271104000314600	26.481	12.370	35	0		$0.00	12.370	28.24555	$10.92	$10.92
Bankert David Roy	CON 1 PT LOT 19 RP 59R12136 PARTS 1 AND 2	271104000314700	10.513	3.938	35	0		$0.00	3.938	8.99152	$3.48	$3.48
Little Lisa Marie	CON 1 PT LOT 19 RP 59R1775 PART 1	271104000314900	2.689	2.690	35	0		$0.00	2.690	6.14184	$2.38	$2.38
Vandebeld Grace Elizabeth	CON 1 PT LOT 19 PT LOT 20	271104000315000	22.938	22.944	35	0.032	0.00018	$0.18	22.944	52.39039	$20.26	$20.44
Hennigar Vernon Charles	HUMBERSTONE CON 2 PT LOT 19 AND RP 59R14613 PART 1	271104000315100	0.694	0.695	25	0		$0.00	0.695	1.13285	$0.44	$0.44
Crawford David Emerson T	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PART 1	271104000315101	1.655	1.655	25	0		$0.00	1.655	2.70012	$1.04	$1.04
Ladd Sharon Lynn	CON 2 PT LOT 19	271104000315102	2.497	2.498	35	0		$0.00	2.498	5.70408	$2.21	$2.21
Ladd Kevin Wilfred	CON 2 PT LOT 19	271104000315200	0.370	0.370	30	0		$0.00	0.370	0.72395	$0.28	$0.28
Fehrhaven Farms Inc	HUMBERSTONE CON 2 PT LOT 19 RP 59R17241 PARTS 2 AND 3	271104000315300	0.066	0.067	30	0		$0.00	0.067	0.13017	$0.05	$0.05
1970065 Ontario Inc	HUMBERSTONE CON 2 PT LOTS 18 AND 19 PT RD ALLOW AND RP 59R16702 PARTS 1 AND 2	271104000315305	59.545	59.561	35	0		$0.00	59.561	136.00171	$52.60	$52.60
Rankin Engineering Inc	CON 2 PT LOT 19	271104000315400	3.801	3.802	25	0		$0.00	3.802	6.20114	$2.40	$2.40
2053048 Ontario Inc	CON 2 PT LOT 19	271104000315500	2.188	2.189	25	0		$0.00	2.189	3.56983	$1.38	$1.38
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 19 AND 20 RP 59R8010 PT PART 2	271104000315600	69.987	70.006	35	0.000	0.00000	$0.00	70.006	159.85194	$61.82	$61.82
Fehrman Paul Allan	HUMBERSTONE CON 2 PT LOT 20 RP 59R8342 PT PART 1	271104000315700	29.087	29.095	35	0		$0.00	29.095	66.43654	$25.70	$25.70
Phillips Richard Gordon	CON 2 PT LOT 20 RP 59R-1546 PARTS 1,2,3	271104000315702	1.354	1.355	25	0		$0.00	1.355	2.20960	$0.85	$0.85
Walker William Shawn Robert	HUMBERSTONE CON 2 PT LOT 20 RP 59R15509 PART 1	271104000315705	0.944	0.944	25	0		$0.00	0.944	1.53954	$0.60	$0.60
Watson Carol Ann	CON 2 PT LOT 20	271104000315900	0.373	0.373	25	0		$0.00	0.373	0.60859	$0.24	$0.24
Brodeur Christa Nicole	CON 2 PT LOT 20	271104000316000	0.124	0.125	25	0		$0.00	0.125	0.20311	$0.08	$0.08
Lee Derek	CON 2 PT LOT 20	271104000316100	0.344	0.344	25	0		$0.00	0.344	0.56098	$0.22	$0.22
Shibley Chad William	CON 2 PT LOT 19	271104000316200	0.254	0.254	25	0		$0.00	0.254	0.41363	$0.16	$0.16
Interisano Tyler John	CON 2 PT LOT 19 RP 59R2896 PART 1	271104000316300	3.085	3.086	35	0		$0.00	3.086	7.04561	$2.72	$2.72
Long Mark Christopher	CON 2 PT LOT 19	271104000316400	0.453	0.453	25	0		$0.00	0.453	0.73863	$0.29	$0.29
Harrington Peter Anthony	CON 2 PT LOT 19	271104000316500	4.889	4.891	35	0		$0.00	4.891	11.16734	$4.32	$4.32
Burke Michael	CON 2 PT LOT 19 RP 59R12723 PART 1	271104000316600	0.174	0.174	25	0		$0.00	0.174	0.28355	$0.11	$0.11
Burke Michael	CON 2 PT LOT 19	271104000316700	0.220	0.220	25	0		$0.00	0.220	0.35865	$0.14	$0.14
Phillips Charles Milton	CON 2 PT LOT 19 PLAN 59R 7048 PART 1	271104000316800	0.119	0.119	25	0		$0.00	0.119	0.19432	$0.08	$0.08
Reles David Leonard	CON 2 PT LOT 19	271104000316900	0.242	0.242	25	0		$0.00	0.242	0.39486	$0.15	$0.15
King Carl Rodney	CON 2 PT LOT 19	271104000317000	0.198	0.198	25	0		$0.00	0.198	0.32360	$0.13	$0.13
Arsenault Henri Claude	CON 2 PT LOT 19	271104000317100	0.210	0.210	25	0		$0.00	0.210	0.34290	$0.13	$0.13
Gillespie Evan John	CON 2 PT LOT 19 RP 59R10597 PART 1	271104000317200	0.221	0.221	25	0		$0.00	0.221	0.36026	$0.14	$0.14
Smith Reginald Garfield	CON 2 PT LOT 19	271104000317400	0.150	0.150	25	0		$0.00	0.150	0.24396	$0.09	$0.09
Pagliaro Carlo	CON 1 PT LOT 20	271104000317501	0.652	0.652	25	0		$0.00	0.652	1.06346	$0.41	$0.41
Ribau Jeffrey	CON 1 PT LOT 20	271104000317600	0.908	0.908	25	0		$0.00	0.908	1.48102	$0.57	$0.57

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Bankert Roy Wallace	CON 1 PT LOT 20	271104000317700	2.307	2.308	25	0		$0.00	2.308	3.76389	$1.46	$1.46
Bankert Helen Irene	CON 1 PT LOT 20	271104000317710	5.229	5.230	35	1.104	0.00624	$6.24	5.230	11.94311	$4.62	$10.86
Quesnelle Andrew Todd	CON 1 PT LOT 20 PLAN 59R 9375 PARTS 2 & 3	271104000317800	0.617	0.617	25	0		$0.00	0.617	1.00586	$0.39	$0.39
Clow Kevin	CON 1 PT LOT 20	271104000317825	3.691	3.692	25	0		$0.00	3.692	6.02132	$2.33	$2.33
Grist William Joseph	CON 1 PT LOT 20 RP59R 11429 PART 1	271104000317850	0.406	0.406	25	0		$0.00	0.406	0.66181	$0.26	$0.26
Van Kralingen Allert	CON 1 PT LOT 20	271104000317900	20.343	17.360	35	0		$0.00	17.360	39.64075	$15.33	$15.33
Nero Felice	CON 1 PT LOT 20	271104000318000	2.431	2.431	35	0		$0.00	2.431	5.55189	$2.15	$2.15
Whisky Run Golf Club Ltd	CON 1 PT LOT 20	271104000318010	33.810	5.105	35	0		$0.00	5.105	11.65751	$4.51	$4.51
Nieuwland Lieuwe Cornelis	CON 1 PT LOT 20 RP 59R5493 PART 1	271104000318100	1.320	0.560	20	0		$0.00	0.560	0.73112	$0.28	$0.28
O'Hara Gregory G	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 3	271104000400100	0.554	0.357	20	0		$0.00	0.357	0.46604	$0.18	$0.18
Leon Lou Ann M	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT AND RP 59R5808 PT PART 2 RP 59R13013 PART 2	271104000400101	1.470	0.889	20	0		$0.00	0.889	1.16009	$0.45	$0.45
Weebaduarachchige Asela	CON 1 PT LOT 21 PT WATER LOT RP 59R5808 PART 1	271104000400102	0.874	0.513	20	0		$0.00	0.513	0.66930	$0.26	$0.26
Neumann Gary	CON 1 PT LOT 21	271104000400300	0.586	0.385	20	0		$0.00	0.385	0.50188	$0.19	$0.19
Frame John Douglas	HUMBERSTONE CON 1 PT LOT 21 PT WATER LOT RP 59R9880 PARTS 1 AND 2	271104000400305	0.872	0.553	20	0		$0.00	0.553	0.72212	$0.28	$0.28
Matheson Gary	CON 1 PT LOT 21	271104000400400	0.663	0.414	20	0		$0.00	0.414	0.54072	$0.21	$0.21
White Stephen Christopher	CON 1 PT LOT 21 RP59R 9880 PART 3	271104000400500	1.304	1.150	20	0		$0.00	1.150	1.50020	$0.58	$0.58
McKay Terence	CON 1 PT LOT 21 PT WATER LOT RP 59R5181 PART 1 PART 2	271104000400505	1.816	0.753	20	0		$0.00	0.753	0.98235	$0.38	$0.38
Stivoric Joseph Michael	CON 1 PT LOT 21 RP 59R9381 PARTS 8 TO 12	271104000400510	1.238	0.058	20	0		$0.00	0.058	0.07533	$0.03	$0.03
Singh Anthony	CON 1 PT LOT 21 RP 59R12934 PART 1 RP 59R13445 PART 1	271104000400620	0.878	0.113	20	0		$0.00	0.113	0.14806	$0.06	$0.06
Bowman Patricia May	CON 1 PT LOT 22 PT WATER LOT	271104000400700	4.337	0.156	20	0		$0.00	0.156	0.20316	$0.08	$0.08
Cunningham Jesse	CON 1 PT LOT 22	271104000400800	0.233	0.061	20	0		$0.00	0.061	0.07931	$0.03	$0.03
Pelchat Brock	CON 1 PT LOT 22	271104000400820	0.086	0.033	20	0		$0.00	0.033	0.04344	$0.02	$0.02
MacNeil Robert Joseph F	CON 1 PT LOT 22	271104000400900	0.400	0.400	20	0.400	0.00226	$2.26	0.400	0.52207	$0.20	$2.46
Anthony Thomas	CON 1 PT LOT 22	271104000401000	3.432	0.015	20	0		$0.00	0.015	0.01899	$0.01	$0.01
Cudmore Blair	CON 1 PT LOT 22	271104000401100	1.330	0.055	20	0		$0.00	0.055	0.07155	$0.03	$0.03
Taliano David	CON 1 PT LOT 22	271104000401200	1.349	0.099	20	0		$0.00	0.099	0.12931	$0.05	$0.05
Zahn Jeffrey Bard	CON 1 PT LOT 22 PT WATER LOT 59R3741 PART 2 59R4853 PART 1	271104000401300	0.648	0.115	20	0		$0.00	0.115	0.15039	$0.06	$0.06
Colling Candace Nadine	PT WATER LOT 59R3741 PART 1	271104000401301	0.468	0.088	20	0		$0.00	0.088	0.11457	$0.04	$0.04
Dietrich Law Firm PC	CON 1 PT LOT 22 RP59R4853 PART 2	271104000401400	0.912	0.081	20	0		$0.00	0.081	0.10507	$0.04	$0.04
Cassan James Cameron Gregory	CON 1 PT LOT 22	271104000401500	0.385	0.096	20	0		$0.00	0.096	0.12560	$0.05	$0.05
Hall Valerie	CON 1 PT LOT 22	271104000401700	0.447	0.248	20	0		$0.00	0.248	0.32415	$0.13	$0.13
McKeil Blair Daniel	CON 1 PT LOT 23 RP 59R3304 PART 1	271104000401800	0.960	0.490	20	0		$0.00	0.490	0.63991	$0.25	$0.25
Gabriele Janice Ann	CON 1 PT LOT 23	271104000402100	0.519	0.282	20	0		$0.00	0.282	0.36831	$0.14	$0.14
Peacock Kent William	CON 1 PT LOT 23	271104000402300	0.589	0.294	20	0		$0.00	0.294	0.38323	$0.15	$0.15
Moscrip Pearl Hope	CON 1 PT LOT 23 AND PT WATER LOT	271104000402400	0.206	0.073	20	0		$0.00	0.073	0.09478	$0.04	$0.04
Peppas Apostolos Paul	CON 1 PT LOT 23 AND PT WATER LOT	271104000402500	0.419	0.144	20	0		$0.00	0.144	0.18757	$0.07	$0.07
Nagle Gary Patrick	CON 1 PT LOT 23 AND PT WATER LOT	271104000402600	0.473	0.148	20	0		$0.00	0.148	0.19329	$0.07	$0.07
Scarlett Rebecca Ann	CON 1 PT LOT 23 AND PT WATER LOT	271104000402700	0.407	0.133	20	0		$0.00	0.133	0.17390	$0.07	$0.07
Papadakos Patricia	CON 1 PT LOT 23	271104000402801	0.148	0.138	20	0		$0.00	0.138	0.17962	$0.07	$0.07
Coury Corinne	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 2	271104000402900	0.462	0.124	20	0		$0.00	0.124	0.16216	$0.06	$0.06
Duffy John	CON 1 PT LOT 23 RP 59R10985 PART 3	271104000402901	0.430	0.430	20	0.143	0.00081	$0.81	0.430	0.56099	$0.22	$1.03
Maloney John David	CON 1 PT LOT 23 PT WATER LOT RP59R3560 PART 1	271104000402902	0.487	0.119	20	0		$0.00	0.119	0.15503	$0.06	$0.06
Pruyn Francis M R	CON 1 PT LOT 23 RP 59R10985 PART 2	271104000402905	0.570	0.570	20	0.402	0.00227	$2.27	0.570	0.74392	$0.29	$2.56
McQuilkin Vanessa	CON 1 PT LOT 23	271104000403000	0.277	0.277	20	0.101	0.00057	$0.57	0.277	0.36175	$0.14	$0.71
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	271104000403100	0.118	0.064	20	0		$0.00	0.064	0.08413	$0.03	$0.03
Siba Jayne Leslie	CON 1 PT LOT 23	271104000403200	0.276	0.276	20	0.119	0.00067	$0.67	0.276	0.36062	$0.14	$0.81

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Peshimam Abid Zahoor	CON 1 PT LOT 23	271104000403300	0.238	0.238	20	0.097	0.00055	$0.55	0.238	0.31018	$0.12	$0.67
Dutcher Lori	CON 1 PT LOT 23	271104000403400	0.236	0.236	20	0.090	0.00051	$0.51	0.236	0.30752	$0.12	$0.63
Soldat Lesley	CON 1 PT LOT 23	271104000403500	0.233	0.233	20	0.094	0.00053	$0.53	0.233	0.30418	$0.12	$0.65
Lawson Snider	CON 1 PT LOT 23 RP59R7556 PART 1	271104000403600	0.408	0.408	20	0.167	0.00094	$0.94	0.408	0.53269	$0.21	$1.15
Ramautarsingh Lindsey D	CON 1 PT LOT 23 PLAN 59R7556 PART 2 3 4	271104000403605	0.407	0.407	20	0.246	0.00139	$1.39	0.407	0.53081	$0.21	$1.59
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 23	271104000403700	7.778	7.780	30	7.780	0.04399	$43.99	7.780	15.22661	$5.89	$49.88
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	271104000403710	1.714	1.715	30	1.715	0.00970	$9.70	1.715	3.35609	$1.30	$10.99
Vale Canada Limited	HUMBERSTONE CON 1 PT LOT 22	271104000403720	6.457	6.459	30	6.459	0.03652	$36.52	6.459	12.64188	$4.89	$41.41
Arnold Alicia	CON 1 PT LOT 22	271104000403800	0.380	0.380	20	0.334	0.00189	$1.89	0.380	0.49591	$0.19	$2.08
Snider Harvey Wilson	CON 1 PT LOT 22	271104000403900	0.264	0.264	20	0.084	0.00048	$0.48	0.264	0.34413	$0.13	$0.61
Roman Catholic Episcopal Corporatio	CON 1 PT LOT 22	271104000404100	2.600	2.601	45	0.138	0.00078	$0.78	2.601	7.63498	$2.95	$3.73
Mitchell Timothy J	CON 1 PT LOT 22	271104000404200	1.150	1.150	20	0.824	0.00466	$4.66	1.150	1.50061	$0.58	$5.24
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PART 4	271104000404300	3.814	3.815	30	3.815	0.02157	$21.57	3.815	7.46624	$2.89	$24.46
570466 Ontario Limited	CON 1 PT LOT 21	271104000404301	5.116	5.117	35	5.109	0.02889	$28.89	5.117	11.68411	$4.52	$33.41
Mason Martha Jeanne	CON 1 PT LOT 21	271104000404303	3.067	3.068	30	2.888	0.01633	$16.33	3.068	6.00514	$2.32	$18.65
Nieuwland Kevin	HUMBERSTONE CON 1 PT LOT 22 RP 59R13926A PARTS 1 TO 3	271104000404320	0.445	0.445	20	0.361	0.00204	$2.04	0.445	0.58036	$0.22	$2.27
Gibbs Irene	CON 1 PT LOT 21	271104000404400	0.442	0.442	25	0.316	0.00178	$1.78	0.442	0.72034	$0.28	$2.06
Nicholls Larry James	CON 1 PT LOT 21	271104000404500	1.220	1.220	25	0.962	0.00544	$5.44	1.220	1.99031	$0.77	$6.21
Winger Lloyd James Junior	CON 1 PT LOT 21	271104000404600	0.848	0.849	25	0.402	0.00227	$2.27	0.849	1.38417	$0.54	$2.81
Martin James Alan	CON 1 PT LOT 21 PLAN 59R6790 PART 1	271104000404601	0.405	0.405	25	0.063	0.00036	$0.36	0.405	0.66035	$0.26	$0.61
Whisky Run Golf Club Ltd	CON 1 PT LOT 21 PT LOT 22 RP 59R8112 PART 1	271104000404700	18.771	18.777	35	13.996	0.07913	$79.13	18.777	42.87469	$16.58	$95.72
Bankert David Roy	HUMBERSTONE CON 1 PT LOT 21	271104000404800	13.851	13.855	35	10.390	0.05875	$58.75	13.855	31.63718	$12.24	$70.98
Spiteri Claudia Maria	HUMBERSTONE CON 1 PT LOT 21 RP 59R17058 PART 1	271104000404802	0.681	0.681	25	0		$0.00	0.681	1.11132	$0.43	$0.43
Talbot Jason J	CON 1 PT LOT 21	271104000404900	0.316	0.316	25	0		$0.00	0.316	0.51529	$0.20	$0.20
Vale Canada Limited	CON 1 PT LOT 21 RP 59R9448 PART 1	271104000405000	0.347	0.348	25	0		$0.00	0.348	0.56683	$0.22	$0.22
Vale Canada Limited	CON 1 PT LOT 21 PT LOT 22	271104000405100	15.395	15.399	35	9.002	0.05090	$50.90	15.399	35.16163	$13.60	$64.50
Vale Canada Limited	CON 1 PT LOT 21	271104000405200	7.939	7.941	35	4.495	0.02542	$25.42	7.941	18.13260	$7.01	$32.43
Arsenault Robert Eugene	CON 1 PT LOT 21	271104000405300	0.236	0.236	25	0		$0.00	0.236	0.38548	$0.15	$0.15
Perron Alysha Marie	CON 1 PT LOT 21	271104000405400	0.340	0.340	25	0		$0.00	0.340	0.55492	$0.21	$0.21
Peterson Chad Allan	CON 1 PT LOT 21	271104000405500	9.483	9.486	35	0.263	0.00149	$1.49	9.486	21.66058	$8.38	$9.86
Kriter Robert	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 2	271104000405600	3.068	3.069	35	1.338	0.00756	$7.56	3.069	7.00793	$2.71	$10.27
Paxton Matthew Ryan	HUMBERSTONE CON 1 PT LOT 21 AND 22 RP 59R10301 PART 6	271104000405602	3.049	3.050	35	0.960	0.00543	$5.43	3.050	6.96485	$2.69	$8.12
Moskalyk John Joseph	CON 1 PT LOT 21	271104000405700	6.807	6.809	35	3.593	0.02032	$20.32	6.809	15.54789	$6.01	$26.33
Pace Christopher Alan	CON 1 PT LOT 21	271104000405800	1.794	1.795	25	0.939	0.00531	$5.31	1.795	2.92740	$1.13	$6.44
Bodorkos Brian	CON 1 PT LOT 21 RP 59R9110 PT 1	271104000405900	0.151	0.151	25	0		$0.00	0.151	0.24605	$0.10	$0.10
Besselink Leo	CON 1 PT LOT 21	271104000406000	0.331	0.332	25	0		$0.00	0.332	0.54076	$0.21	$0.21
Vanderhoek James Anthony	CON 1 PT LOT 21	271104000406100	0.335	0.335	25	0		$0.00	0.335	0.54615	$0.21	$0.21
Sieber Michael Joseph	CON 1 PT LOT 21	271104000406200	0.366	0.366	25	0		$0.00	0.366	0.59735	$0.23	$0.23
Thalen William Douglas	CON 1 PT LOT 21	271104000406300	0.511	0.511	25	0		$0.00	0.511	0.83299	$0.32	$0.32
Fahey Kevin Thomas	CON 1 PT LOT 21 RP 59R14550 PART 1	271104000406400	0.416	0.416	25	0		$0.00	0.416	0.67869	$0.26	$0.26
Lagace Raymond Yvon	CON 1 PT LOT 21 RP 59R4325 PART 1	271104000406500	0.416	0.416	25	0		$0.00	0.416	0.67878	$0.26	$0.26
Devries Susan Joanna	CON 1 PT LOT 21 RP 59R13702 PART 1	271104000406600	0.416	0.416	25	0		$0.00	0.416	0.67876	$0.26	$0.26
Iovio Gregory Simon	CON 1 PT LOT 21 RP 59R13702 PART 2	271104000406700	0.416	0.416	25	0		$0.00	0.416	0.67874	$0.26	$0.26
Riegle Colleen	CON 1 PT LOT 21	271104000406800	0.415	0.415	25	0		$0.00	0.415	0.67676	$0.26	$0.26
Bertulli David Raymond	CON 1 PT LOT 21	271104000406900	0.399	0.399	25	0		$0.00	0.399	0.65081	$0.25	$0.25
Pare Robert Laurent	CON 1 PT LOT 21	271104000407000	0.747	0.747	25	0.005	0.00003	$0.03	0.747	1.21874	$0.47	$0.50
Dunham Traci Lynn	CON 1 PT LOT 21	271104000407100	0.111	0.111	25	0		$0.00	0.111	0.18147	$0.07	$0.07
Bearss Dougas John	CON 1 PT LOT 21 PT LOT 22	271104000407200	5.648	5.650	35	1.187	0.00671	$6.71	5.650	12.90028	$4.99	$11.70
White Margaret Ann	CON 1 PT LOT 22	271104000407300	9.073	9.076	35	7.889	0.04461	$44.61	9.076	20.72408	$8.02	$52.62
White Margaret Ann	CON 1 PT LOT 22	271104000407300	5.225	5.226	35	3.072	0.01737	$17.37	5.226	11.93397	$4.62	$21.99

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Johnson David Allen	CON 1 PT LOT 22	271104000407400	0.345	0.345	25	0		$0.00	0.345	0.56320	$0.22	$0.22
Hassam Kirsten Anne	CON 1 PT LOT 22	271104000407500	0.464	0.464	25	0		$0.00	0.464	0.75626	$0.29	$0.29
Rittner Robert	CON 1 PT LOT 22	271104000407600	0.349	0.349	25	0		$0.00	0.349	0.56998	$0.22	$0.22
Pipher Eric James	CON 1 PT LOT 22	271104000407700	0.149	0.149	25	0		$0.00	0.149	0.24242	$0.09	$0.09
Elite Cap PC Holdings Inc	CON 1 PT LOT 22 RP59R3591 PART 1	271104000407800	7.678	7.680	35	2.028	0.01147	$11.47	7.680	17.53646	$6.78	$18.25
PC City Hall	CON 1 PT LOT 22 RP 59R10301 PARTS 1 AND 5 RP 59R11184 PART 4	271104000407805	4.257	4.258	45	3.812	0.02155	$21.55	4.258	12.50159	$4.84	$26.39
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 8	271104000407900	8.843	8.845	35	8.845	0.05001	$50.01	8.845	20.19740	$7.81	$57.82
Beck Ronald Andrew	CON 1 PT LOT 22	271104000408000	0.149	0.149	25	0		$0.00	0.149	0.24244	$0.09	$0.09
Vale Canada Limited	CON 1 PT LOT 22 RP 59R3414 PART 9	271104000408100	3.525	3.526	30	3.526	0.01994	$19.94	3.526	6.90081	$2.67	$22.60
Vale Canada Limited	CON 1 PT LOT 22	271104000408200	6.474	6.475	30	6.475	0.03661	$36.61	6.475	12.67367	$4.90	$41.51
570466 Ontario Limited	CON 1 PT LOT 22	271104000408201	1.728	1.729	30	1.729	0.00977	$9.77	1.729	3.38335	$1.31	$11.08
Vale Canada Limited	CON 1 PT LOT 22	271104000408300	3.496	3.497	30	3.497	0.01977	$19.77	3.497	6.84399	$2.65	$22.42
Vale Canada Limited	CON 1 PT LOT 23 RP59R3848 PART 1 PART 2	271104000408400	12.518	12.522	30	12.522	0.07080	$70.80	12.522	24.50795	$9.48	$80.28
Vale Canada Limited	CON 1 PT LOT 23 RP 59R3414 PART 5 TO 7	271104000408600	8.439	8.441	30	8.441	0.04773	$47.73	8.441	16.52137	$6.39	$54.12
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	6.730	6.732	30	3.525	0.01993	$19.93	6.732	13.17561	$5.10	$25.03
Schlenger Uszer	CON 1 PT LOT 23	271104000408700	10.879	10.882	30	10.839	0.06128	$61.28	10.882	21.29867	$8.24	$69.52
PC City Hall	CON 1 PT LOTS 23, 24 RP 59R10294 PART 1	271104000408715	4.928	2.461	30	0.874	0.00494	$4.94	2.461	4.81708	$1.86	$6.80
Schlenger Uszer	CON 1 PT LOT 23	271104000408800	0.373	0.373	32	0.135	0.00077	$0.77	0.373	0.77806	$0.30	$1.07
Coccagna Anthony	CON 1 PT LOT 23	271104000408900	0.631	0.631	25	0.104	0.00059	$0.59	0.631	1.02959	$0.40	$0.98
1346618 Ontario Ltd	CON 1 PT LOT 23	271104000409000	0.463	0.463	25	0.078	0.00044	$0.44	0.463	0.75504	$0.29	$0.73
Ostric Milan	CON 1 PT LOT 23 RP 59R5797 PART 1	271104000409100	0.201	0.201	25	0		$0.00	0.201	0.32777	$0.13	$0.13
S G Red III Land Corp	CON 1 PT LOT 23 PT LOT 24	271104000409200	0.883	0.778	30	0		$0.00	0.778	1.52355	$0.59	$0.59
Favero Lidia	CON 1 PT LOT 23	271104000409300	0.202	0.202	25	0		$0.00	0.202	0.32931	$0.13	$0.13
Ed Christensen Roofing Limited	CON 1 PT LOT 23	271104000409400	0.190	0.190	25	0		$0.00	0.190	0.31021	$0.12	$0.12
Sauder William Edward	HUMBERSTONE CON 1 PT LOT 23	271104000409500	0.190	0.190	25	0		$0.00	0.190	0.31022	$0.12	$0.12
Stenson Ian John	CON 1 PT LOT 23	271104000409600	0.190	0.190	25	0		$0.00	0.190	0.31022	$0.12	$0.12
Polverari Giuseppe	CON 1 PT LOT 23	271104000409700	0.190	0.190	25	0		$0.00	0.190	0.31021	$0.12	$0.12
S G Red III Land Corp	HUMBERSTONE CON 1 PT LOTS 23 AND 24 SRO	271104000409800	6.080	5.747	30	0		$0.00	5.747	11.24829	$4.35	$4.35
JTL Integrated Machine Ltd	CON 1 PT LOT 23 RP 59R13636 PARTS 1 AND 2	271104000409801	2.211	2.212	85	0.542	0.00306	$3.06	2.212	12.26441	$4.74	$7.81
Vale Canada Limited	CON 1 PT LOT 23	271104000409802	3.947	3.949	30	3.913	0.02212	$22.12	3.949	7.72822	$2.99	$25.11
Elite 869 Killaly Holdings Inc	CON 2 PT LOT 21	271104000409900	12.543	12.547	35	0		$0.00	12.547	28.64897	$11.08	$11.08
Elite Cap PC Holdings Inc	CON 2 PT LOT 21 RP 59R3588 PART 1	271104000410000	15.727	15.732	35	0		$0.00	15.732	35.92162	$13.89	$13.89
Sherry Vernon Eugene Martin	CON 2 PT LOT 21	271104000410100	4.046	4.047	35	0		$0.00	4.047	9.24122	$3.57	$3.57
Vale Canada Limited	CON 2 PT LOT 21 RP59R3588 PART 2	271104000410101	0.121	0.121	25	0		$0.00	0.121	0.19738	$0.08	$0.08
Baillargeon Steve	CON 2 PT LOT 21	271104000410200	0.152	0.152	25	0		$0.00	0.152	0.24750	$0.10	$0.10
Dennis Wayne	CON 2 PT LOT 21	271104000410300	0.182	0.182	25	0		$0.00	0.182	0.29751	$0.12	$0.12
Huffman John Wayne	CON 2 PT LOT 21	271104000410400	0.179	0.179	25	0		$0.00	0.179	0.29253	$0.11	$0.11
Young Tammy Lynn	CON 2 PT LOT 21	271104000410500	0.212	0.212	25	0		$0.00	0.212	0.34602	$0.13	$0.13
2867781 Ontario Inc	CON 2 PT LOT 21	271104000410600	0.197	0.197	25	0		$0.00	0.197	0.32194	$0.12	$0.12
Citrigno Angela	CON 2 PT LOT 21	271104000410700	0.205	0.205	25	0		$0.00	0.205	0.33437	$0.13	$0.13
Stark Raymond	CON 2 PT LOT 21 RP 59R4333 PART 1	271104000410705	3.953	3.954	35	0		$0.00	3.954	9.02858	$3.49	$3.49
Konc John Andrew	CON 2 PT LOT 22 RP 59R4801 PART 3	271104000410710	2.898	2.899	35	0		$0.00	2.899	6.61924	$2.56	$2.56
Van Ruyven Josef Nicolaas	CON 2 PT LOT 22 RP 59R4801 PART 2	271104000410800	4.198	4.199	35	0		$0.00	4.199	9.58787	$3.71	$3.71
Stewart Scott James	CON 2 PT LOT 22 RP 59R 5732 PART 1	271104000410810	0.406	0.407	25	0		$0.00	0.407	0.66314	$0.26	$0.26
705 Main PC Holdings Inc	CON 2 PT LOT 22 RP59R4801 PART 1	271104000410900	7.709	7.711	35	0		$0.00	7.711	17.60825	$6.81	$6.81
Hellinga Jack Simon	CON 2 PT LOT 22	271104000411000	5.409	5.411	25	0		$0.00	5.411	8.82521	$3.41	$3.41
Kinzie Patricia Helen	CON 2 PT LOT 21 RP 59R6766 PART 2	271104000411200	1.202	1.202	25	0		$0.00	1.202	1.96028	$0.76	$0.76
Pipher Lynn Mae	CON 2 PT LOT 21 RP 59R6766 PART 1	271104000411205	1.208	1.208	25	0		$0.00	1.208	1.97068	$0.76	$0.76
Scace Wesley	CON 2 PT LOT 21	271104000411300	0.067	0.067	25	0		$0.00	0.067	0.10901	$0.04	$0.04
Port Colborne Quarries Inc	CON 2 PT LOT 21 PT LOT 22 RP 59R8010 PART 1	271104000411500	73.150	73.171	35	0.000	0.00000	$0.00	73.171	167.07763	$64.62	$64.62
Parsons David Scott	CON 2 PT LOT 22	271104000411600	0.418	0.418	25	0		$0.00	0.418	0.68182	$0.26	$0.26
Leavere Larry Allan Thomas	CON 2 PT LOT 22	271104000411700	0.209	0.209	25	0		$0.00	0.209	0.34099	$0.13	$0.13
Yanni Bill	CON 2 PT LOT 22	271104000411900	0.418	0.418	25	0		$0.00	0.418	0.68183	$0.26	$0.26
Fitzgerald Shawn Patrick	HUMBERSTONE CON 2 PT LOT 22	271104000412000	0.209	0.209	25	0		$0.00	0.209	0.34122	$0.13	$0.13

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
		Land Area										
Owner	Legal_Txt	Roll No	Area in Drain Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Orlowski Jeffrey	CON 2 PT LOT 22 RP 59R4884 PART 1	271104000412100	0.209	0.209	25	0		$0.00	0.209	0.34106	$0.13	$0.13
Moes Frank Allan	HUMBERSTONE CON 2 PT LOT 22	271104000412200	0.357	0.357	25	0		$0.00	0.357	0.58216	$0.23	$0.23
Boda Terry Joseph	CON 2 PT LOT 22	271104000412400	0.186	0.186	25	0		$0.00	0.186	0.30303	$0.12	$0.12
Elite Capital P.C Developments Inc	CON 2 PT LOT 22	271104000412600	12.728	12.732	35	0		$0.00	12.732	29.07222	$11.24	$11.24
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	271104000412700	12.623	12.627	35	0		$0.00	12.627	28.83250	$11.15	$11.15
Elite Cap PC Holdings Inc	CON 2 PT LOT 22 PT LOT 23	271104000412700	26.275	22.193	35	0		$0.00	22.193	50.67553	$19.60	$19.60
Elite Cap PC Holdings Inc	CON 2 PT LOT 23	271104000412800	0.363	0.363	30	0		$0.00	0.363	0.71104	$0.28	$0.28
NCDSB	CON 2 PT LOT 23	271104000412900	5.945	5.947	30	0		$0.00	5.947	11.63961	$4.50	$4.50
Dyson Patrick James	CON 2 PT LOT 23	271104000413000	0.176	0.176	25	0		$0.00	0.176	0.28690	$0.11	$0.11
Dyson Mary Lynn	CON 2 PT LOT 23	271104000413100	0.181	0.182	25	0		$0.00	0.182	0.29611	$0.11	$0.11
Hortobagyi Zoltan	CON 2 PT LOT 23	271104000413200	0.186	0.186	25	0		$0.00	0.186	0.30304	$0.12	$0.12
Wakunick Deborah Ivy	CON 2 PT LOT 24	271104000413300	0.580	0.085	25	0		$0.00	0.085	0.13920	$0.05	$0.05
Wells Donna Louise	CON 2 PT LOT 23 PT LOT 24 RP59R-6141 PART 7	271104000413400	0.852	0.424	25	0		$0.00	0.424	0.69202	$0.27	$0.27
Elite Cap PC Holdings Inc	HUMBERSTONE CON 2 PT LOTS 23 PT LOT 24 RP 59R6141 PARTS 1 2 PT PART 3	271104000413401	11.176	7.409	35	0		$0.00	7.409	16.91815	$6.54	$6.54
Elite Cap PC Holdings Inc	CON 2 PT LOT 23 PT LOT 24 RP 59R6141 PT PART 6	271104000413410	10.113	9.878	35	0		$0.00	9.878	22.55615	$8.72	$8.72
Elite Cap PC Holdings Inc	CON 2 PT LOT 24 RP 59R10047 PARTS 1 TO 3	271104000413435	4.016	0.533	35	0		$0.00	0.533	1.21684	$0.47	$0.47
Port Colborne Quarries Inc	HUMBERSTONE CON 2 PT LOTS 23 AND 24 RP 59R1037 PARTS 1 TO 4 8 TO 10 RP 59R8010 PART 3	271104000414000	65.927	3.313	35	0		$0.00	3.313	7.56578	$2.93	$2.93
Elite Cap PC Holdings Inc	CON 2 PT LOT 24	271104000414120	31.214	0.929	35	0		$0.00	0.929	2.12015	$0.82	$0.82
Leon Lou Ann M	CON 1 PT LOT 21 RP 59R13013 PART 1	271104000417902	0.580	0.580	20	0		$0.00	0.580	0.75727	$0.29	$0.29
PC City Hall	CON 1 PT LOTS 1-22	271104000499900	1.603	1.603	80	0.038	0.00021	$0.21	1.603	8.36506	$3.24	$3.45
PC City Hall	CON 1 PT LOTS 1-22	271104000499900	1.010	1.011	80	0		$0.00	1.011	5.27526	$2.04	$2.04
Matej Dimitrov	CON 3 PT LOT 17	271104000501700	1.206	0.665	25	0		$0.00	0.665	1.08427	$0.42	$0.42
Huffman Audrey Ferne	CON 3 PT LOT 17	271104000501800	4.752	1.528	35	0		$0.00	1.528	3.48965	$1.35	$1.35
Larocque Lucille	CON 3 PT LOT 17	271104000502301	0.968	0.042	25	0		$0.00	0.042	0.06835	$0.03	$0.03
Tice George Edward	CON 3 S PT LOT 17	271104000502400	20.160	15.844	35	0		$0.00	15.844	36.17752	$13.99	$13.99
Larocque Yvon	CON 3 PT LOT 17	271104000502500	0.350	0.251	25	0		$0.00	0.251	0.40944	$0.16	$0.16
McIntyre David John	CON 3 N PT LOT 17	271104000503100	18.043	2.845	35	0		$0.00	2.845	6.49657	$2.51	$2.51
Fritz Julius	CON 3 PT LOT 18	271104000504500	24.450	13.612	35	0		$0.00	13.612	31.08112	$12.02	$12.02
2023165 Ontario Inc	CON 3 PT LOT 18 RP 59R 4060 PART 1	271104000504505	0.673	0.673	25	0		$0.00	0.673	1.09770	$0.42	$0.42
1374894 Ontario Inc	CON 3 N PT LOT 18	271104000504700	36.369	36.379	35	0		$0.00	36.379	83.06773	$32.13	$32.13
Tsouskalas Harry	CON 3 S PT LOT 18	271104000504800	4.163	4.164	35	0		$0.00	4.164	9.50922	$3.68	$3.68
Seguin Neil Donald	HUMBERSTONE CON 3 PT LOT 19 RP 59R8914 PT PART 1	271104000505105	1.145	0.131	25	0		$0.00	0.131	0.21348	$0.08	$0.08
Patterson Carlee Elizabeth	CON 3 PT LOT 19 PLAN 59R 8914 PART 2	271104000505110	0.531	0.492	25	0		$0.00	0.492	0.80272	$0.31	$0.31
Milkovich Christopher John	CON 3 PT LOT 19 PLAN 59R 8914 PART 3	271104000505120	0.531	0.497	25	0		$0.00	0.497	0.81116	$0.31	$0.31
De Cicco Carmen	CON 3 PT LOT 19 PLAN 59R 8914 PART 4	271104000505130	0.531	0.503	25	0		$0.00	0.503	0.81960	$0.32	$0.32
Elliott Cory Lyndon	CON 3 PT LOT 19 PLAN 59R 8914 PART 5	271104000505140	0.531	0.242	25	0		$0.00	0.242	0.39453	$0.15	$0.15
2023165 Ontario Inc	CON 3 PT LOT 19 PT LOT 20	271104000506400	42.374	38.250	35	0		$0.00	38.250	87.34080	$33.78	$33.78
Koch Olga	CON 3 LOT 19CPT	271104000506500	25.612	0.224	25	0		$0.00	0.224	0.36584	$0.14	$0.14
Kozelj Stif	CON 3 PT LOT 20	271104000506600	0.799	0.079	25	0		$0.00	0.079	0.12911	$0.05	$0.05
Orsetto Aldo	CON 3 PT LOT 20	271104000506700	17.057	17.062	35	0		$0.00	17.062	38.95939	$15.07	$15.07
Forsey Cynthia Lynn	CON 3 PT LOT 20	271104000506701	0.186	0.186	25	0		$0.00	0.186	0.30300	$0.12	$0.12
Currie Michael Bruce	CON 3 PT LOT 20	271104000506702	0.195	0.085	25	0		$0.00	0.085	0.13917	$0.05	$0.05
Fijavz David	CON 3 PT LOT 20	271104000506703	2.545	0.334	25	0		$0.00	0.334	0.54396	$0.21	$0.21
Levitt Corie	CON 3 PT LOT 20 PLAN 59R 8240 PART 2	271104000506710	0.405	0.211	25	0		$0.00	0.211	0.34486	$0.13	$0.13
Michaud Antonio Abel	CON 3 PT LOT 20 RP 59R8240 PART 1	271104000506800	4.047	0.271	25	0		$0.00	0.271	0.44133	$0.17	$0.17
Henderson David Marshall	CON 3 PT LOT 20	271104000506801	15.665	15.670	35	0		$0.00	15.670	35.78006	$13.84	$13.84
Babion Gail J	HUMBERSTONE CON 3 PT LOT 21	271104000506900	15.608	15.252	35	0		$0.00	15.252	34.82546	$13.47	$13.47
Wagner Dan Patrick	CON 3 PT LOT 21	271104000507400	4.177	3.050	35	0		$0.00	3.050	6.96480	$2.69	$2.69
Stovell David Alan	CON 3 PT LOT 21 59R8535 PARTS 1 TO 3	271104000507500	2.020	1.238	25	0		$0.00	1.238	2.01987	$0.78	$0.78
Sidhu Navreet	CON 3 S PT LOT 21 S PT LOT 22	271104000508100	12.492	7.613	35	0		$0.00	7.613	17.38373	$6.72	$6.72

						Benefit, Land < 176.5m		$1,000.00	Outlet Liabilty		$1,000.00	Total Pump Cost Assessed
Owner	Legal_Txt	Roll No	Land Area Ha	Area in Drain Ha	Runoff Factor 'C'	Area, Ha	Area Ratio	Assessed Benefit (AB)	Area	QRF	Assessed Outlet (AO)	Total (AB + AO) $
Henderson Drew David	CON 3 PT LOT 22	271104000508301	2.448	1.055	35	0		$0.00	1.055	2.40851	$0.93	$0.93
Beaulieu George E	CON 3 E PT LOT 23	271104000508900	0.403	0.388	25	0		$0.00	0.388	0.63234	$0.24	$0.24
Garner Mark Edward	CON 3 PT LOT 23	271104000509100	0.379	0.346	25	0		$0.00	0.346	0.56486	$0.22	$0.22
Joseph Grandilli	CON 3 PT LOT 23	271104000509300	0.126	0.082	25	0		$0.00	0.082	0.13432	$0.05	$0.05
Stefan John	CON 3 PT LOT 23	271104000509400	0.152	0.016	25	0		$0.00	0.016	0.02675	$0.01	$0.01
Szegedi Zsuzsanna	CON 3 PT LOT 23 RP 59R2123 PART 1	271104000510100	0.220	0.001	25	0		$0.00	0.001	0.00135	$0.00	$0.00
Johnson Raymond Francis Jr	CON 3 PT LOT 23 RP 59R10549 PART 1	271104000510200	0.610	0.208	25	0		$0.00	0.208	0.33991	$0.13	$0.13
Vance Gregory Thomas	CON 3 PT LOT 23 RP 59R10549 PART 2	271104000510202	0.417	0.417	25	0		$0.00	0.417	0.68030	$0.26	$0.26
Saxon Ronald Joseph	CON 3 PT LOT 23 PLAN 59R-5754 PART 2	271104000510204	0.777	0.605	25	0		$0.00	0.605	0.98705	$0.38	$0.38
Pilkey Dean Lloyd	CON 3 PT LOT 23 PLAN 59R-5754 PART 1	271104000510206	0.735	0.597	25	0		$0.00	0.597	0.97412	$0.38	$0.38
Schneider Darryl Frederick	CON 3 PT LOT 23	271104000510801	2.825	2.252	35	0		$0.00	2.252	5.14130	$1.99	$1.99
Zonneveld Bastian	CON 3 PT LOT 24	271104000510900	0.191	0.103	25	0		$0.00	0.103	0.16773	$0.06	$0.06
Terreberry Jack	CON 3 PT LOT 24	271104000511000	0.291	0.144	25	0		$0.00	0.144	0.23510	$0.09	$0.09
Bacon Matthew Steven	CON 3 PT LOT 24	271104000511300	0.566	0.347	25	0		$0.00	0.347	0.56629	$0.22	$0.22
Moore Linda Ann	CON 3 PT LOT 24	271104000511400	0.164	0.099	25	0		$0.00	0.099	0.16093	$0.06	$0.06
Moore Linda Ann	CON 3 PT LOT 24	271104000511500	0.129	0.029	25	0		$0.00	0.029	0.04689	$0.02	$0.02
Medvic Peter James	CON 3 PT LOT 24	271104000511600	0.355	0.356	25	0		$0.00	0.356	0.57985	$0.22	$0.22
McIntyre Shelly	CON 3 PT LOT 24	271104000511700	0.191	0.191	25	0		$0.00	0.191	0.31169	$0.12	$0.12
PC City Hall	59R11175 PART 1 59R11176 PARTS 1 TO 7 59R11178 PARTS 1 TO 8 59R11179 PARTS 1 TO 4 59R11180 PARTS 2 4 AND 5	271104000699500	3.288	0.815	80	0.043	0.00024	$0.24	0.815	4.25353	$1.65	$1.89
						171.776	**0.971**	**$971.25**			**$902.24**	**$1,873.49**
Roads												
Owner	**ROW_name**	OBJECTID	Area		Runoff_C							
City of Port Colborne	**Carl Rd From Second Concession Rd To Chippawa Rd**	138474	2.413		85	0		$0.00	2.413	13.38160	$5.18	$5.18
City of Port Colborne	**Second Concession Rd From Carl Rd To Miller Rd**	138529	1.673		85	0		$0.00	1.673	9.27801	$3.59	$3.59
City of Port Colborne	**Snider Rd From Second Concession Rd To Chippawa Rd**	138594	0.072		85	0		$0.00	0.072	0.39650	$0.15	$0.15
City of Port Colborne	**Chippawa Rd From Snider rd To Babion Rd**	138602	0.133		85	0		$0.00	0.133	0.73643	$0.28	$0.28
City of Port Colborne	**Babion Rd From Second Concession Rd To Chippawa Rd**	138620	1.434		85	0		$0.00	1.434	7.94989	$3.07	$3.07
City of Port Colborne	**Chippawa Rd From Babion Rd To Carl rd**	138621	0.589		85	0		$0.00	0.589	3.26680	$1.26	$1.26
City of Port Colborne	**Second Concession Rd From Chippawa Rd To Carl Rd**	138653	4.547		85	0		$0.00	4.547	25.21272	$9.75	$9.75
City of Port Colborne	**Reuter Rd From Lake Erie To Durham St**	145477	1.497		85	0.727	0.00411	$4.11	1.497	8.29925	$3.21	$7.32
City of Port Colborne	**Lakeshore Rd E From Reuter Rd To Snider Rd**	145478	0.726		85	0		$0.00	0.726	4.02596	$1.56	$1.56
City of Port Colborne	**Snider Rd From Highway #3 To Second Concessions Rd**	145546	2.024		75	0		$0.00	2.024	9.90294	$3.83	$3.83
City of Port Colborne	**Snider Rd From Killaly St E To Highway #3**	145547	2.028		85	0		$0.00	2.028	11.24330	$4.35	$4.35
City of Port Colborne	**Killaly St E From Elizabeth St To Lorraine Rd**	145578	3.133		85	0		$0.00	3.133	17.37540	$6.72	$6.72
City of Port Colborne	**Lorraine Rd From Killaly St E To Highway #3**	145591	1.739		85	0		$0.00	1.739	9.64068	$3.73	$3.73
City of Port Colborne	**Babion Rd From Highway #3 To Second Concession Rd**	145591	2.271		85	0		$0.00	2.271	12.59471	$4.87	$4.87
City of Port Colborne	**Killaly St E - North Easement From Weaver Rd To Miller Rd**	145649	0.090		85	0		$0.00	0.090	0.50075	$0.19	$0.19
City of Port Colborne	**Killaly St E From Lorraine Rd To Miller Rd**	145652	2.740		85	0		$0.00	2.740	15.19551	$5.88	$5.88
City of Port Colborne	**Weaver Rd From Killaly St E To Highway #3**	145664	1.216		85	0		$0.00	1.216	6.74321	$2.61	$2.61
City of Port Colborne	**Weaver Rd From Friendship Trail To Killaly St E**	145665	0.994		85	0		$0.00	0.994	5.51157	$2.13	$2.13
City of Port Colborne	**Snider Rd From Lake Erie To Killaly St E**	202235	4.808		75	3.988	0.02255	$22.55	4.808	23.52310	$9.10	$31.65
City of Port Colborne	**Lorraine Rd From Lake Erie To Killaly St E**	202294	3.854		85	0.122	0.00069	$0.69	3.854	21.37197	$8.27	$8.95
City of Port Colborne	**Lakeshore Rd E From Snider Rd To Lorraine Rd**	202325	1.724		85	0.249	0.00141	$1.41	1.724	9.55805	$3.70	$5.10
MTO	**Highway #3 From Elizabeth St To Babion Rd**	145532	2.822		95	0		$0.00	2.822	17.49081	$6.76	$6.76
MTO	**Highway #3 From Babion Rd To Weaver Rd**	145596	1.948		95	0		$0.00	1.948	12.07269	$4.67	$4.67
MTO	**Highway #3 From Weaver Rd To Miller Rd**	145628	1.208		95	0		$0.00	1.208	7.48508	$2.89	$2.89
			45.680			**5.085**	**0.029**	**$28.75**			**$97.76**	**$126.51**
						176.861	1.000	**$1,000.00**			**$1,000.00**	**$2,000.00**

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to Adopt an Asset Transfer Policy for the City of Port Colborne

Whereas at its meeting of July 14, 2026, Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Office of the Chief Administrative Officer Department Report 2026-112, Subject: Establishing Municipal Services Corporations in Port Colborne; and

Whereas Section 7 of O.Reg. 599/06: Municipal Services Corporations (the "Regulation") made under the Municipal Act, 2001, S.O. 2001, c.25, (the "Act") as amended, provides that a municipality shall adopt and maintain policies on asset transfers to corporations, and that the municipality shall not transfer any assets to a corporation until said policy is adopted; and

Whereas Council may incorporate one or more Municipal Services Corporations ("MSC") pursuant to Section 203(1) of the Act and Section 3 of the Regulation; and

Whereas Council deems it necessary to address tangible asset transfers to such corporations as required by paragraph 1 of section 7 of the Regulation; and

Whereas Council wishes to adopt that policy attached hereto as Schedule "A" to permit the transfer of assets to any and all City MSCs existing now or in the future, as permitted by the Act;

Now therefore the Council of The Corporation of the City of Port Colborne approves and adopts the following policy in respect of asset transfers:

1. That Schedule "A", attached hereto, constitutes the Asset Transfer Policy of the Council of The Corporation of the City of Port Colborne as required by paragraph 1 of section 7 of Ontario Regulation 599/06.

2. That this By-law shall come into force and take effect on the date of passing.

Enacted and passed this 14th day of July 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

THE CORPORATION OF THE CITY OF PORT COLBORNE

BEING AN ASSET TRANSFER POLICY FOR THE CITY OF PORT COLBORNE

1. In this policy, the following terms have the following meanings:

   “Act” means the Municipal Act, 2001, S.O. 2001, c.25, including regulations made under it, as amended from time to time;

   “Asset” includes real property, personal property, equipment, goods, capital shares in corporations, rights and grants of money, securities including debentures, contracts, permits, licences, permits and similar regulatory authorizations, goodwill and intellectual property;

   “City” means the Corporation of the City of Port Colborne;

   “Corporation” means a corporation established by the Council of the City pursuant to the Act, including a municipal services corporation and/or a corporation established by a municipal services corporation;

   “Council” means the municipal council of the City;

   “Fair Market Value” means the amount of consideration that would be agreed upon in an arm’s length transaction between knowledgeable and willing parties who are under no compulsion to act in a biased manner;

   “Liability” means the liabilities, debts, commitments and obligations of the City; and

   “Transfer” means the act of selling, conveying, leasing or otherwise transferring an interest in an Asset and/or Liability, whether or not such transfer involves the exchange of consideration.

2. Upon receipt of approval from Council, the City may, from time to time, Transfer Assets and/or Liabilities to Corporations, in accordance with all applicable legislation (including but not limited to the Act).

3. In determining whether to authorize a transfer of Assets and/or Liabilities to a Corporation, Council will consider one or more of the following objectives:

   (a) advancing the City’s economic development, vitality and competitiveness;

   (b) optimizing the use and value of the Assets;

   (c) providing responsive and efficient public services;

   (d) attract targeted industries, stimulate the creation of desirable employment and the regeneration of the City;

   (e) managing sustainable growth;

(f) support the creation of, but not limited to, new affordable housing, healthcare initiatives, renewable energy and tourism;

(g) ensure stewardship of the natural environment; and

(h) enhancing the quality of life of the City’s residents.

4. The Council of the City may attach conditions to the Transfer of an Asset and/or Liability to a Corporation, including:

(a) the purchase price to be paid or owed to the City by the Corporation;

(b) what the Corporation may do with the Asset and/or Liability;

(c) under what conditions the Corporation may further Transfer the Asset and/or Liability, including such conditions as to security and as to the exercise of governance over the use of the Asset and/or Liability by the transferee through the holding of such securities or other instruments as the Council deems appropriate;

(d) how the Asset and/or Liability should be disposed of upon the winding-up, bankruptcy or dissolution of the Corporation; and

(e) such other terms or conditions as Council deems advisable and appropriate in the circumstances.

5. Before the transfer of Assets and/or Liabilities can occur, City staff shall determine the current Fair Market Value of the Assets and/or Liabilities and obtain advice regarding any tax implications of the transfer – this determination may be made using an appraiser or City staff.

6. Where any Asset and/or Liability is transferred at less than Fair Market Value, or where any grant is given to a Corporation, City staff shall prepare a statement of the estimated Fair Market Value of the Assets and/or Liabilities, or the value of any grant to a Corporation.

7. City staff shall record all transfers of Assets and/or Liabilities in accordance with the City’s accounting policies and relevant accounting standards.

8. If the City proposes to Transfer an Asset and/or Liability, other than a grant, to a Corporation, the Asset and/or Liability shall be transferred to the Corporation at Fair Market Value and City staff shall provide Council with an estimate of the Fair Market Value, prior to the Transfer taking place. The net disposition value from the Transfer will be recorded in the financial and accounting records of the City.

9. If the City proposes to Transfer any grant to a Corporation, City staff shall prepare a statement of the value of such grant.

10. This policy does not apply to Transfers of Assets between divisions or departments of the City.

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 July 14, 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 July 14, 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 14th day of July 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk