City of Port Colborne
Special Meeting of Council Agenda

Date: Tuesday, August 11, 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 Council Training and Education

a. Confidential Education Presentation regarding Municipal Responsibilities for Community and Social Services

Confidential Education Presentation regarding Municipal Responsibilities for Community and Social Services pursuant to the *Municipal Act, 2001*, subsection 239(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied: 1. The meeting is held for the purpose of educating or training the members. 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

4.2 Staff Reports

a. Legal Update on Healthcare in Port Colborne, 2026-128

Legal Update on Healthcare in Port Colborne, 2026-128 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. Potential Acquisition of Property, 2026-131

Potential Acquisition of Property, 2026-131 pursuant to the *Municipal Act, 2001,* subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

c. Verbal Report from the Chief Administrative Officer - Municipal Services Corporation Update

Verbal Report from the Chief Administrative Officer - Municipal Services Corporation Update pursuant to the *Municipal Act, 2001,* subsection 239(2)(h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them and 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.

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 - July 14, 2026 1

13.2 Receipt of Minutes of Boards & Committees

a. Port Colborne Public Library Board - June 6, 2026 20

13.3 Staff Reports

a. Expansion of the Main Street Community Improvement Plan Area to include Vacant Lot, Neff Street, 2026-124 22

b. Records/Information Management Policy and Retention Schedule, 2026-123 28

c. Memorandum to Council - Update on Niagara area CAO discussions on Governance and Service Review - 2026-132 82

d. Information and Status Update Report for Proposed Site-Specific Zoning By-law Amendment- 434 and 484 Barrick Road (File D14-03-26), 2026-122 84

e. Sale of Surplus City Property to neighbours – Maple Street, 2026-97 133

f. Request to Designate Heritage Report – Port Colborne War Memorial, H.H. Knoll Lakeview Park, 2026-117 187

g. 2026 Mid-Year Financial Reporting and Strategic Plan Progress Update, 2026-93 209

13.4 Receipt of Correspondence Items

a. Niagara Region - Niagara Region Growth Report 2026 Year-End Summary and 10 Year Growth Forecast 292

b. Niagara Region - Motion - Community Safety and Shelter Operations Plan 310

c. Town of Lincoln - Environmental Registry of Ontario (ERO) Proposals 316

d. Tudor and Cashel Township - Request for Review of Extended Producer Responsibility for One-Pound Single-Use Propane Cylinders 319

e. Municipality of Trent Lakes - Request for Provincial Action on the Accuracy of Municipal Voters'Lists 321

f. Municipality of Wawa - Permanent Ontario Community Infrastructure Fund (OCIF) Funding 323

g. Township of South-West Oxford - Request for Changes to the Pesticides Act to Permit the Use of Pesticides in Playground Areas for Weed Management 325

h. Town of Wasaga Beach - Letter of Support from the Town of Wasaga Beach – Modernizing Ontario's Invasive PlantRegulatory Framework 327

i. Town of Wasaga Beach - Letter of Support from the Town of Wasaga Beach – Finlay's Law on Emergency Room Reform 329

j. Town of Wasaga Beach - Letter of Support from the Town of Wasaga Beach – Innovative Housing and Support Models forAdults with Developmental Disabilities 331

k. Town of Wasaga Beach - Letter of Support from the Town of Wasaga Beach – Traffic Calming and Speeding Mitigation 333

14. Items Requiring Separate Discussion

14.1 Community Health and Wellness Action Plan - Public Engagement Results, 2026-115 335

14.2 Community Health Hubs-Planning for a Sustainable Healthcare Future in Port Colborne, 2026-116 463

15. Staff Remarks

16. Councillors' Remarks

17. Motions

18. Notice of Motions

19. Procedural Motions

20. By-laws

20.1 By-law No. 7486/70/26 481

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 and to Repeal By-law No. 7480/64/26

20.2 By-law No. 7487/71/26 494

Being a By-law to Adopt a Records Retention Schedule for the City of Port Colborne and to Repeal By-law. No. 19, as amended

20.3 By-law No. 7488/72/26 530

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Flora Armenti for the City parcel legally described as, Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164

20.4 By-law No. 7489/73/26 538

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Gladys Shoalts for the City parcel legally described as Part of Block 12 Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164

20.5 By-law No. 7490/74/26 546

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Ila Mater for the City parcel legally described as, Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164

20.6 By-law No. 7491/75/26 554

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with James Allan and Martha Allan for the City parcel legally described as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164

20.7 By-law No. 7492/76/26 562

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Judith Brandon for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164

20.8 By-law No. 7493/77/26 570

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Nancy Kramarich and Margaret Kramarich for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164

20.9 By-law No. 7494/78/26 578

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 Special Meeting of August 11, 2026

21. Adjournment

City of Port Colborne

Council Meeting Minutes

Date:	**Tuesday, July 14, 2026**
Time:	**6:30 pm**
Location:	**Council Chambers, 3rd Floor, City Hall** **66 Charlotte Street, Port Colborne**

Members Present:	M. Aquilina, Councillor M. Bagu, Councillor E. Beauregard, Councillor R. Bodner, Councillor G. Bruno, Councillor F. Danch, Councillor D. Elliott, Councillor T. Hoyle, Councillor W. Steele, Mayor (presiding officer)
Staff Present:	E. Acs, Chief Planner C. Banting, Manager of Environmental Services B. Boles, Chief Administrative Officer J. Buchaly, Legislative Services Student B. Cotton, Economic Development Officer S. Double, Fire Chief G. Long, Director of Development and Business Enterprises C. Madden, City Clerk M. Murray, Chief Human Resources Officer J. Peazel-Graham, Manager of Communications E. Rzeczyca, Election Coordinator S. Shypowskyj, Director of Public Works (virtually via Microsoft Teams) A. VanderVeen, Drainage Superintendent G. Zwiep, Manager of Recreation and Tourism
Others Present:	V. Badawey, Regional Councillor J. M. Rodger, Lawyer, Borden Ladner Gervais LLP

1. Call to Order

Mayor Steele called the meeting to order.

2. Adoption of Agenda

The following changes were made to the agenda:

- A delegation has been added as item 10.1.
- A staff report regarding Nickel Beach Parking Penalties has been added as item 13.3 f.
- Three By-laws were added as items 20.8, 20.9, and 20.10 respectively.
- A staff report, item 13.3 a., was replaced due to an error.

C-25- 117

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

That the Council agenda dated July 14, 2026, be confirmed, as amended.

Carried

3. Disclosures of Interest

3.1 Councillor E. Beauregard - Meadow Heights Subdivision, Phase 2 Stage 1 (Plan 59M-195)- Assumption, 2026-98

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the owner of the subdivision.

3.2 Councillor E. Beauregard - Disposition of City Property Invertose Parcel A – Agreement of Purchase and Sale, 2026-85

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the Owner.

3.3 Councillor E. Beauregard - By-law No. 7477/61/26

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the Owner.

3.4 Councillor E. Beauregard - By-law No.7478/62/26

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the owner of the subdivision.

3.5 Councillor E. Beauregard - By-law No. 7480/64/26

I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the Owner.

3.6 Councillor G. Bruno - Disposition of City Property Invertose Parcel A – Agreement of Purchase and Sale, 2026-85

I declare a pecuniary conflict of interest on item 13.3.d as I and my company provide consulting services on this project/parcel to the party named in this report.

3.7 Councillor G. Bruno - By-law No. 7480/64/26

I declare a pecuniary conflict of interest with By-Law No.7480/64/26 as it references item 13.3 d.as I and my company provided consulting services on this project/parcel to the party named in this report.

3.8 Councillor D. Elliott - Purchase of 15 King Street, 2026-118

Indirect pecuniary interest as employer owns the property.

3.9 Councillor D. Elliott - Disposition of City Property Invertose Parcel A – Agreement of Purchase and Sale, 2026-85

Indirect pecuniary interest, as employer has an interest in the transaction involving the subject lands and a potential future lease arrangement.

3.10 Councillor D. Elliott - By-law No. 7479/63/26

Indirect pecuniary interest as employer owns the property.

3.11 Councillor D. Elliott - By-law No. 7480/64/26

Indirect pecuniary interest, as employer has an interest in the transaction involving the subject lands and a potential future lease arrangement.

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

C-25- 118

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

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

- Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees;
- Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- Subsection 239(2)(d) labour relations or employee negotiations;
- Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting 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;

Carried

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

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

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

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

e. Confidential Chief Administrative Officer Report, 2026-114

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

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

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

C-25- 119

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

That Council rise and reconvene from Closed Session at 6:35 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) - June 23, 2026

4.2 Staff Reports

c. That Report 2026-107 be received; and

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

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

e. That Report 2026-114 be received; and

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

f. That Report 2026-111 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. Proclamations

There were no proclamations.

9. Presentations

There were no presentations.

10. Delegations

10.1 Fiona Barr

Fiona Barr delegated on item 14.1. J. Mark Rodger, Lawyer from Borden Ladner Gervais LLP, responded to questions from the delegate.

11. Mayor's Report

A copy of the Mayor's Report is attached.

12. Regional Councillor's Report

Regional Councillor Vance Badawey provided a report to Council.

13. Consent Agenda

Items 13.3 a. through e. and items 13.4 d. through f. were lifted and considered under item 14, Items Requiring Separate Discussion.

C-25- 120

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

That Council hereby approves the listed consent items on the July 14, 2026, Council agenda; and

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

Carried

13.1 Approval of Minutes

a. Regular Council Meeting - June 23, 2026

13.2 Receipt of Minutes of Boards & Committees

13.3 Staff Reports

f. Nickel Beach Parking Penalties, 2026-121

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

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)

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

g. Village of Burk Falls - Cancer Clinic Petition Huntsville

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

14. Items Requiring Separate Discussion

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

C-25- 121

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

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 **Gary Bruno** be appointed as representatives on the Initial Boards of Directors of *Port Colborne Municipal Enterprises Ltd*. and *Port Colborne Public Water Ltd.*

Carried

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

That J. Mark Rodger, William C. Steele, and **Gary Bruno** be appointed as representatives on the Initial Boards of Directors of *Port Colborne Municipal Enterprises Ltd*. and *Port Colborne Public Water Ltd.*

Carried

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

C-25- 122

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

That Communications Department Report 2026-110 be received.

Carried

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

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

C-25- 123

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

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.

Carried

14.4 Purchase of 15 King Street, 2026-118

Councillor D. Elliott declared a conflict on this item and did not vote.

C-25- 124

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

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.

Carried

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

Councillors E. Beauregard, G. Bruno and D. Elliott declared a conflict on this item and did not vote.

C-25- 125

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

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) [JR1.1]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.

Carried

14.6 Wignell Municipal Drain Summary, 2026-58

C-25- 126

Moved by Councillor M. Bagu
Seconded by Councillor M. Aquilina

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.

Carried

14.7 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

C-25- 127

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

That the correspondence from the City of Mississauga regarding Provincial Review of Benchmarking, Funding Formulas, and Length-of-Stay Standards for Emergency Shelters Serving Women and Children Experiencing Intimate Partner Violence be supported.

Carried

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

C-25- 128

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

That the correspondence from the Town of Caledon - Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases be supported.

Carried

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

C-25- 129

Moved by Councillor M. Aquilina
Seconded by Councillor E. Beauregard

That the correspondence from Tay Valley Township - Reinstating the Requirements for Compliance with the Freedom of Information and Protection of Privacy Act be supported.

Amendment:
Moved by Councillor M. Aquilina
Seconded by Councillor E. Beauregard

That the correspondence from Tay Valley Township - Reinstating the Requirements for Compliance with the Freedom of Information and Protection of Privacy Act be referred back to staff for further review.

Carried

15. Staff Remarks

Steve Shypowskyj, Director of Public Works, noted an upcoming Welland Street closure occurring on July 15th between Main Street East and Killaly Street East to allow for new asphalt paving.

Bryan Boles, Chief Administrative Officer, made note of a Special Meeting of Council on August 11th. He discussed the upcoming Canal Days Marine Heritage Festival and said that he is looking forward to welcoming many community members and visitors to Port Colborne.

16. Councillors' Remarks

Councillor Aquilina thanked the Public Works Department for answering her questions. She expressed her support for the Nickel Beach report, and inquired about the Nickel Beach finance model.

Councillor Bagu discussed concerns regarding bicycle riding and scootering use on the canal promenade and inquired about regulations governing the activities.

Councillor Bruno noted that the road surface feels bumpier following the recent rail crossing construction on Main Street. He also inquired about traffic concerns on Highway 58, parking stall markings within City lots, and side street parking enforcement around Nickel Beach and at the marina.

Councillor Elliott asked about bridge availability signals. He also inquired about parking fees at the marina and cyclists on the canal promenade.

Councillor Danch discussed the walking path behind the Sugarloaf Street Condos.

Councillor Hoyle inquired about increasing By-law Enforcement presence at Nickel Beach and Cedar Bay Beach during peak summer days. He requested that a garbage pail to be placed at West Street and Princess Street.

17. Motions

There were no motions.

18. Notice of Motions

Councillor Bodner provided notice of intention to bring forward a motion with respect to an official date to thank a farmer, in particular those who sell at the farmer's market.

19. Procedural Motions

There were no procedural motions.

20. By-laws

C-25- 130

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

That By-law No. 7477/61/26 be passed and enacted, as presented.

Carried

C-25- 131

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

That By-law No. 7478/62/26 be passed and enacted, as presented.

Carried

C-25- 132

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

That By-law No. 7479/63/26 be passed and enacted, as presented.

Carried

C-25- 134

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

That By-law No. 7480/64/26 be passed and enacted, as presented.

Carried

C-25- 135

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

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

- By-law No. 7232/54/24 - third reading
- By-law No. 7481/65/26
- By-law No. 7482/66/26
- By-law No. 7483/67/26
- By-law No. 7484/68/26
- By-law No. 7485/69/26

Carried

20.1 By-law No. 7477/61/26

Councillor E. Beauregard declared a conflict on this item. (I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the Owner.)

20.2 By-law No.7478/62/26

Councillor E. Beauregard declared a conflict on this item. (I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the owner of the subdivision.)

20.3 By-law No. 7479/63/26

Councillor D. Elliott declared a conflict on this item. (Indirect pecuniary interest as employer owns the property.)

20.4 By-law No. 7480/64/26

Councillor E. Beauregard declared a conflict on this item. (I, Eric Beauregard, declare an indirect pecuniary interest as my employer is an agent of the Owner.)

Councillor G. Bruno declared a conflict on this item. (I declare a pecuniary conflict of interest with By-Law No.7480/64/26 as it references item 13.3 d.as I and my company provided consulting services on this project/parcel to the party named in this report.)

Councillor D. Elliott declared a conflict on this item. (Indirect pecuniary interest, as employer has an interest in the transaction involving the subject lands and a potential future lease arrangement.)

20.5 By-law No. 7232/54/24

20.6 By-law No. 7481/65/26

20.7 By-law No. 7482/66/26

20.8 By-law No. 7483/67/26

20.9 By-law No. 7484/68/26

20.10 By-law No. 7485/69/26

21. Adjournment

Mayor Steele adjourned the meeting at 8:25 p.m.

William C. Steele, Mayor

Charlotte Madden, City Clerk

PORT COLBORNE

MAYOR'S REPORT TO COUNCIL

Tuesday, July 14, 2026

JULY HIGHLIGHTS

Ribbon Cutting

A new chapter has begun in Port Colborne! Congratulations to Pickadilly Books & Coffee on their grand opening. We're excited to welcome this charming new bookstore and coffee shop to our community. Whether you're searching for your next great read or stopping in for a delicious cup of coffee, be sure to check them out and show your support. They are located at 218 West St, Port Colborne

Community Concert Reminder

Set sail for an evening of smooth sailing hits!

Presented by Asahi Kasei Battery Separator Canada, the Community Concert Series continues Friday, July 17 as the Yacht Rock Show brings all your favourite soft rock classics from the '70s and '80s to H.H. Knoll Lakeview Park Bandshell. From feel-good singalongs to laid-back summer vibes, it's the perfect soundtrack for a night by the lake.

This week's concert is proudly sponsored by Splashtown Waterparks.

Admission is FREE with a non-perishable food or cash donation to Port Cares.

The fun starts at 6 p.m.! Come early to enjoy our mini supper market, outdoor games and family-friendly activities before the music begins at 7 p.m.

Food Vendors:

- Lakehouse Décor and Gift Store Popcorn Stand
- The Smokin' Buddha
- Lemayzzz Meats

• Rolling in da Sweet
• Domino's
• Wyldewood Food Company

H.H. Knoll Lakeview Park Bandshell

Bring your lawn chair or blanket and enjoy another unforgettable summer evening on the waterfront.

Cardboard Boat Races

What a fantastic weekend for the Cardboard Boat Races at Sugarloaf Marina!

A huge thank you to everyone who came out to cheer on our creative crews and talented paddlers.

Congratulations to all of this year's participants for making the second annual event another incredible success. We can't wait to do it all again next year

FUNDING ANNOUNCEMENTS

Primary Care

Great news for Niagara!

The Niagara Ontario Health Team is pleased to recognize the important investments being made by the **Ontario Ministry of Health** and **Ontario Health** to support five primary care projects across the Niagara region.

These projects reflect what is possible when lead organizations, primary care providers, community health partners and system partners work together with a shared goal: helping more people connect to timely, team-based primary care closer to home.

Congratulations to all of the lead and partnering organizations involved in this important work. This is a meaningful step forward for primary care access in Niagara.

Bridges CHC, in partnership with Welland McMaster Family Health Team, was part of a South Niagara proposal receiving $4,750,300 to attach approximately 9000 people in South Niagara to primary care and provide access to interprofessional primary health care for all residents in Fort Erie, Port Colborne, and Wainfleet. We are grateful the provincial government recognizes the importance of people receiving the right care, by the right provider, at the right time- in their community!

Allied Marine

Port Colborne's connection to the marine industry runs deep. Our community has been built around the Welland Canal, skilled trades, and the people and businesses that keep vessels moving through the Great Lakes.This $8 million investment in Allied Marine & Industrial reinforces Port Colborne's position as a leader in Ontario's marine industry while creating opportunities for future generations to build rewarding careers right here in our community. The City is proud to support Allied Marine & Industrial and celebrate this funding through the Ontario Shipbuilding Grant Program – a significant investment in Port Colborne's future.

OFFICIAL PLAN

Port Colborne residents are invited to help shape the future of their community by participating in upcoming public engagement initiatives for the City’s New Official Plan. An Official Plan is a long-term planning document that guides how a municipality manages land use, community growth, infrastructure, and environmental protection. Port Colborne’s New Official Plan will guide planning and development decisions in the community through to 2056.

Building on feedback received during the first round of public engagement in February 2026, the City is continuing the process with more opportunities for residents to get involved. Upcoming engagement sessions will allow residents to meet with City staff, ask questions, share feedback, and help ensure the Plan reflects the priorities and values of the community.

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

Thursday, July 16, from 2 to 6 p.m.

Wednesday, July 22, from 3 to 7 p.m.

Port Colborne’s New Official Plan will reflect recent changes to provincial planning policies which place greater decision-making responsibility at the municipal level. The City remains dedicated to incorporating feedback from the community while ensuring the Plan aligns with the 2024 Provincial Planning Statement (PPS).

Learn more about Port Colborne's New Official Plan by visiting
www.portcolborne.ca/newofficialplan

THIS CONCLUDES MY REPORT FOR THIS EVENING

Port Colborne Public Library Board
Special Meeting Minutes

Date:	**Saturday, June 6, 2026**
Time:	**11:05 am**
Location:	**Library Auditorium, Port Colborne Public Library** **310 King St, Port Colborne**
Members Present:	A. Desmarais, Vice Chair M. Bagu, Councillor B. Ingram, Chair C. MacMillan A. Smits
Member(s) Absent:	H. Cooper B. Beck M. Booth E. Tanini
Staff Present:	R. Tkachuk, Chief Executive Officer (Board Secretary-Treasurer) L. MacDonald, Library Services Manager

1. Call to Order

The Board started the presentation at 9 AM and did not have quorum. As per Section 3.5 of the BL-03: Meetings of the Board bylaw,

“Nothing in the foregoing will prohibit the members in attendance for a regular meeting, when no quorum is present, from constituting themselves as a committee dealing with such agenda items as they see fit. However, no decisions taken at such meeting may be executed until ratified by motion of a regular meeting of the board.”

The Chair arrived at 11 AM and subsequently the Board received quorum. As such, the Chair called the meeting to order at 11:05 AM and the presentation continued.

2. Land Acknowledgement

The Chair recited the Land Acknowledgement.

3. Disclosures of Interest

Nil.

4. Adoption of Agenda

Moved by A. Smits
Seconded by C. MacMillan

That the agenda dated June 6, 2026, be confirmed, as circulated.

Carried

5. Discussion Items

The Board received a Strategic Planning presentation from a Consultant from Ontario Library Service.

5.1 Strategic Planning (A. Taylor)

6. Next Meeting Date and Adjournment

The Chair adjourned the meeting at approximately 4:00 PM.

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

PORT COLBORNE

Subject: **Expansion of the Main Street Community Improvement Plan Area to include Vacant Lot, Neff Street**

To: **Council**

From: **Planning and Development**

Report Number: 2026-124

Meeting Date: August 11, 2026

Recommendation:

That Planning and Development Department Report 2026-124 be received; and

That the expansion of the Main Street Community Improvement Plan area to include a vacant lot on Neff Street, as shown in Appendix A (outlined in red) attached hereto, be approved.

Purpose:

The purpose of this report is to provide Council with information regarding a request submitted by Covello Developments Inc., (Dan Covello) to have vacant land on Neff Street (Plan 762 Pt Lots 2 & 3 N/S Thompson St RP 59R16218 Part 1) which sits between 51 Neff Street and 818 King Street (as shown in Appendix A (outlined in Red)) added to the Main Street Community Improvement Plan Area.

Background:

On November 28, 2023, Council approved a Comprehensive Community Improvement Plan (CIP) with incentives for commercial and mixed-use building revitalization in specific areas, as well as affordable housing and brownfield redevelopment. The Main Street CIP is one of the geographic areas outlined in the CIP. The existing CIP area was established through the plan’s adoption and is attached as Appendix A (large grey area outlined) to this report. Within the CIP is a mechanism to have properties that border the existing CIP area to be added. This report follows the process for the subject property in consideration.

Discussion:

The owner of the subject property, Covello Developments Inc., has made a request to include the proposed development site, a vacant lot on Neff Street in the Main Street CIP area. If Council were to approve this request, the property would become eligible for grants and incentives in accordance with the City's approved Comprehensive Community Improvement Plan.

The applicant has not yet sought any specific incentives as the vacant lot is currently outside of the approved Main Street CIP boundary (Appendix A (grey area)). The subject lands are proposed to be developed as a six to eight plex, with a proposed construction start time in the spring of 2027.

Internal Consultations:

This request was and processed in partnership with Economic Development and Planning staff and meets the criteria for an expansion under the policy.

Financial Implications:

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

- Property Tax Increment Grant
- Intensification Grant

Costs associated with the advertisement of the Public Meeting required under the CIP program are reimbursed by the applicant to the City.

Public Engagement:

As per the CIP program requirements, a public meeting was held. Notice of the public meeting was published in the newspaper on May 2, 9, 16 and 23, 2026 and also posted on the City of Port Colborne website under "Current Applications". No public comments were received. Staff were directed by Council to follow up with the proponent regarding development plans and have included an example of what the proponent will be proposing for the site in Appendix B.

Strategic Plan Alignment:

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

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

Conclusion:

Economic Development and Planning staff recommend that Council approve the expansion to the Main Street CIP to include the property at Neff Street as shown in Appendix A. Approval of this report does not approve grants for the subject property or proposed development project under planning but permits the applicant to be eligible to apply for applicable grants.

Appendices:

a. Map of Existing Main Street CIP Area and abutting Neff Street

b. Provided example of proposed development

Respectfully submitted,

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

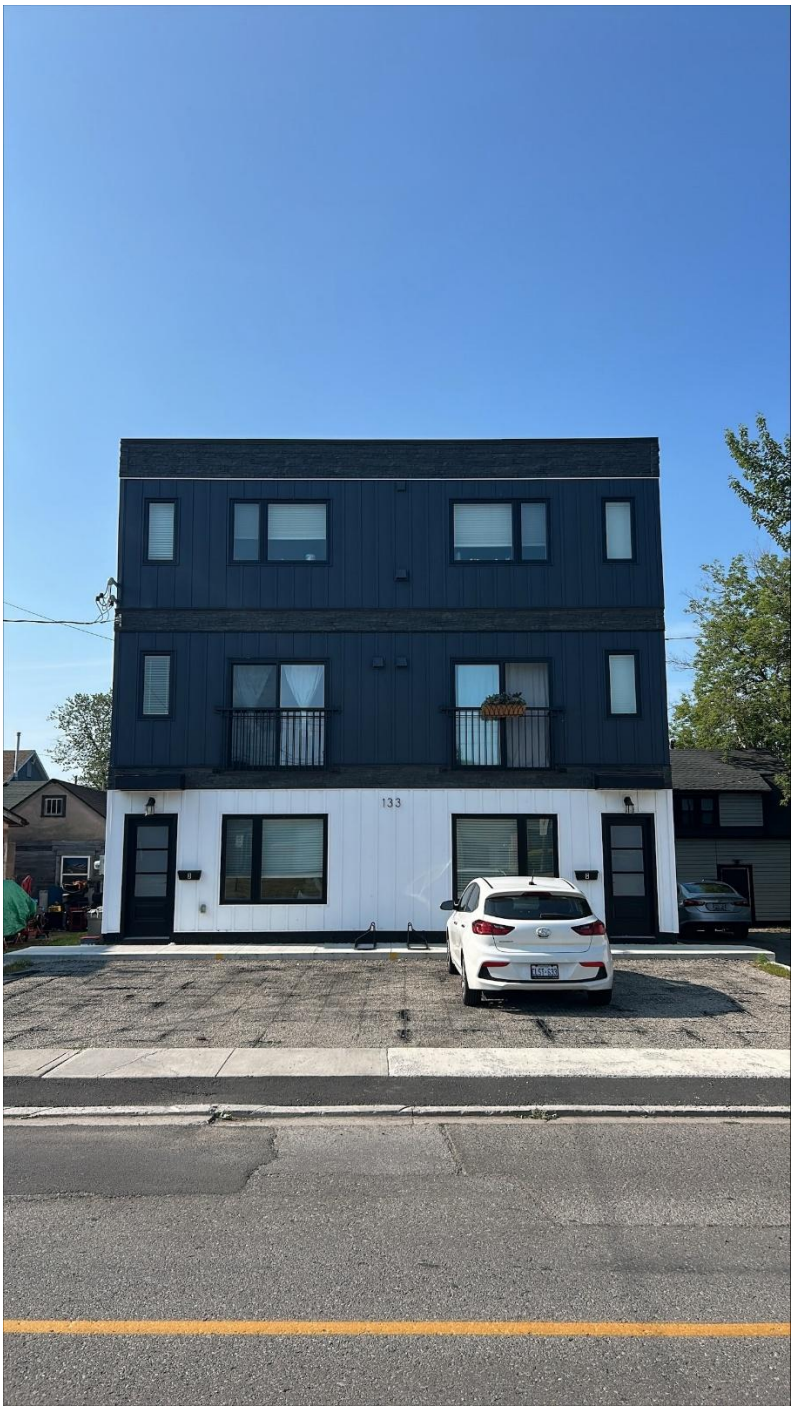
Erik Acs
Chief Planner
City of Port Colborne
(905) 228-8117
Erik.Acs@portcolborne.ca

Report Approval:

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

Main Street CIP area and Subject Property VL Neff Street




133

PORT COLBORNE

Subject: **Records/Information Management Policy and Retention Schedule**

To: **Council**

From: **Legislative Services Department**

Report Number: 2026-123

Meeting Date: August 11, 2026

Recommendation:

That Legislative Services Department Report 2026-123 be received; and

That the newly updated by-law to adopt the Records Retention Schedule for the City of Port Colborne and to Repeal By-law No. 19, attached hereto as Appendix A, be brought forward for Council's consideration; and

That Council approve the Records/Information Management Policy, attached hereto as Appendix B; and

That the City Clerk be delegated the authority to amend the Records Retention Schedule from time to time in accordance with the Ontario Municipal Records Management System (TOMRMS); and

That the City Clerk be delegated the authority to amend the Records/Information Management Policy from time to time, in collaboration with the Chief Administrative Officer.

Purpose:

The purpose of this report is to present a new Records/Information Management Policy and updated Retention Schedule for Council's consideration. It summarizes the results of an external review of the City's current Records/Information Management Program and outlines a roadmap for implementing a modernized records management framework across the organization.

Background:

Section 254 of the *Municipal Act, 2001* requires municipalities to retain and preserve municipal and local board records in a secure and accessible manner. Prior to the enactment of Bill 68, *Modernizing Ontario's Municipal Legislation Act, 2017*, municipalities were required under sections 254 and 255 of the *Municipal Act, 2001* to obtain auditor approval for records retention schedules. This requirement was removed through legislative amendments and auditor approval is no longer required for the adoption of a records retention by-law.

Section 4.1 of the *Municipal Freedom of Information and Protection of Privacy Act, 1990* (MFIPPA) further requires municipalities to develop, document, and implement reasonable measures to preserve records in accordance with applicable recordkeeping and records retention requirements.

Together, these legislative requirements establish the City's responsibility to maintain a comprehensive Records and Information Management Program that supports the creation, retention, protection, accessibility, and disposition of records in accordance with legislative obligations, operational requirements, and industry best practices.

On March 23, 1970, Council adopted By-law No. 19, being a by-law to establish retention periods for various municipal records (attached as **Appendix C**). The by-law provides the framework for the retention and destruction of municipal records and serves as the primary reference for staff and elected officials in determining records lifecycle requirements.

While the by-law has remained in effect for more than 50 years, it has not been comprehensively updated to reflect evolving legislative requirements, changes to the Ontario Municipal Records Management System (TOMRMS), advancements in recordkeeping practices, or the significant shift from paper-based to electronic records. As a result, the current retention schedule no longer adequately reflects the City's operational environment or the types of records created and maintained today.

Staff are therefore proposing a comprehensive modernization of the City's Records and Information Management Program. The approval of an updated Records/Information Management Policy and adoption of an updated Records Retention Schedule By-law represent the first foundational steps in establishing a contemporary records management framework that supports legislative compliance, operational efficiency, and effective information governance.

Discussion:

In Fall 2025, the Legislative Services Division retained Information Professionals (Info Pros) to conduct a Records and Information Management State Assessment for the Corporation. The assessment evaluated the City's current records management

practices and identified opportunities to strengthen information governance, improve operational efficiency, support legislative compliance, and advance the City's ongoing digital transformation initiatives. As part of this work, Info Pros also delivered corporate-wide training to staff on records and information management principles and digital information management practices.

The assessment recommended a phased approach to modernizing the City's records and information management program. A key finding was that the City's existing records classification structure and retention schedule are outdated and not consistently applied across all departments, creating challenges for the effective and consistent management of corporate information. As a result, updating the City's Records/Information Management Policy and Retention Schedule was identified as a foundational priority and the necessary first step in implementing the broader recommendations arising from the assessment.

A Records/Information Management Policy establishes the governance framework for how corporate information is created, maintained, accessed, retained, and disposed of throughout its lifecycle. The policy promotes legislative compliance, consistency across departments, accountability, transparency, and effective service delivery while ensuring the City's records are managed as valuable corporate assets. Together with the Retention Schedule, it provides the foundation for the City's ongoing records and information management modernization efforts.

Key recommendations from the Info Pros assessment included:

- Advancing the City's transition to modern digital information management practices through a coordinated corporate framework;
- Adopting an updated records classification and retention framework (TOMRMS) to support compliance, consistency, and lifecycle management of records;
- Strengthening information management policies, procedures, and governance structures;
- Implementing standardized document naming, digitization, and information organization practices;
- Continuing staff training and change management initiatives to support adoption of records management best practices; and
- Leveraging existing Microsoft 365 investments, including SharePoint Online and Microsoft Purview, to support document management, collaboration, compliance, and records management activities.

Implementing these recommendations will improve operational efficiency, enhance access to information, strengthen legislative compliance, and support transparent and accountable municipal administration. Staff are currently working collaboratively with the Information Technology Department to develop a roadmap for future implementation activities, including the use of Microsoft 365, SharePoint, and related technologies.

However, the establishment of an updated records classification and retention framework is required before these next phases can be effectively implemented.

Records/Information Management Policy and Records Retention Schedule

A new Records/Information Management Policy and Records Retention Schedule have been developed to reflect current legislative requirements, modern records management practices, and the City's continued transition to digital information management. To support consistency with municipal best practices, records management policies from municipalities across Ontario and the Regional Municipality of Niagara were reviewed and referenced during its development.

The proposed Records/Information Management Policy introduces several significant improvements to By-law No. 19, including:

- Removing the requirement for municipal auditor approval of retention periods, reflecting amendments to the *Municipal Act, 2001* made in 2017;
- Updating definitions and procedures to recognize and manage electronic records;
- Adopting the TOMRMS classification and retention framework; and
- Clarifying the responsibilities of employees, the Chief Information Officer, and the City Clerk or designate.

Pursuant to Section 255 of the *Municipal Act, 2001*, municipalities are required to retain and preserve records and establish retention and destruction periods. A Records Retention Schedule provides a framework for classifying and retaining corporate records based on business activities and legislative requirements and applies to records in all formats, including paper and electronic records. Retention schedules are a foundational component of an effective records and information management program, as they establish how information assets are managed throughout their lifecycle.

The effectiveness of a municipality's retention schedule directly impacts the availability, accessibility, and integrity of corporate information. An effective retention schedule supports efficient service delivery, informed decision-making, accountability, transparency, and corporate risk management.

The proposed retention schedule is TOMRMS, a standardized records classification and retention framework used by more than 250 municipalities across Ontario. TOMRMS is reviewed and updated annually to reflect legislative and regulatory changes, ensuring participating municipalities maintain compliance with evolving records management requirements. The City's TOMRMS Classification and Retention Schedule will continue to be updated through this annual process without requiring Council approval for each legislative update.

The proposed Records/Information Management Policy is attached as **Appendix B**, and the proposed By-law to Adopt a Records Retention Schedule is attached as **Appendix A**. The current Records Retention By-law No. 19 is attached as **Appendix C**.

Approval of the proposed policy and adoption of the proposed retention schedule will provide the governance and compliance framework required to support the next phase of the City's records and information management modernization initiative.

Implementation Strategy and Next Steps

Approval of the proposed Records/Information Management Policy and adoption of the Records Retention Schedule represents the first phase of the City's broader records and information management modernization initiative. The next phase will focus on strengthening the governance framework and supporting the consistent management of corporate information across the organization.

With support from Info Pros, Legislative Services and Information Technology staff will develop a series of complementary corporate policies/procedures, including but not limited to:

- Email and Electronic Message Management Policy;
- Routine Disclosure Policy;
- Security and Access Policy;
- Personal Information Handling Policy;
- Document Digitization Policy;
- Electronic Signature Policy; and
- Naming Conventions Policy.

Together, these policies will establish clear standards and procedures for the creation, classification, organization, retention, retrieval, maintenance, and disposition of municipal records in accordance with legislative requirements, including the *Municipal Act, 2001*, *MFIPPA*, and the TOMRMS records management framework.

To support implementation, Legislative Services will establish a corporate Records and Information Management Working Group comprised of departmental representatives from across the organization. The working group will assist in advancing records management initiatives, identifying operational requirements and challenges, promoting consistent practices, and supporting ongoing compliance with the Records/Information Management Policy and Retention Schedule.

Subject to Council approval, Legislative Services staff will lead the corporate rollout of the new policy and retention schedule, including the development of supporting procedures, best practice guidelines, staff training, and change management initiatives. Staff will also continue working collaboratively with Information Technology to evaluate and implement technology solutions, including Microsoft 365 and SharePoint Online, in alignment with the recommendations identified through the Info Pros assessment.

Internal Consultations:

The proposed Records/Information Management Policy and Retention Schedule were circulated to the Corporate Leadership Team for review and feedback prior to being presented to Council. Comments and recommendations received through this review process were evaluated and incorporated, where appropriate, into the versions attached as **Appendix A** and **Appendix B**, respectively.

In addition, as part of the Records and Information Management State Assessment conducted in Fall 2025, Info Pros engaged with staff representatives from departments across the Corporation. Through interviews and consultation sessions, staff provided input regarding existing records and information management practices, operational requirements, challenges, and opportunities for improvement. This engagement helped identify gaps in the City's current records management framework and informed the recommendations outlined in the assessment.

Collectively, the consultation process assisted in the development of a comprehensive Records/Information Management Policy and Retention Schedule that reflects operational realities across departments while supporting legislative compliance, corporate consistency, and records management best practices.

Financial Implications:

At this time, there are no additional financial implications associated with the proposed Records/Information Management Policy and Retention Schedule. The development of the proposed policy and retention schedule has been completed within existing approved budgets and available staff resources.

Implementation activities associated with the broader records and information management modernization initiative, including policy development, governance enhancements, and the continued evaluation of technology solutions such as Microsoft 365 and SharePoint, will be undertaken through existing operational resources where feasible. Should future budget requirements arise, any associated financial implications will be brought forward to Council through the appropriate budget or reporting process.

Public Engagement:

Public engagement was not undertaken as part of this process, as the proposed Records/Information Management Policy and Retention Schedule relate to internal administrative and operational practices. The proposed framework is intended to support legislative compliance, information governance, and the effective management

of corporate records and information. Accordingly, consultation was limited to internal staff and subject matter experts.

Strategic Plan Alignment:

Although not directly associated with a specific Strategic initiative, the proposed Records/Information Management Policy and Retention Schedule support the Corporation's long-term organizational effectiveness by strengthening information governance, business continuity, and accountability. Effective records management ensures reliable access to corporate information, supports informed decision-making, and contributes to the efficient delivery of municipal programs and services.

Conclusion:

The Records and Information Management State Assessment completed by Info Pros identified opportunities to strengthen the City's records management framework and support ongoing digital transformation initiatives. In response, the proposed Records/Information Management Policy and Retention Schedule have been developed as a foundational first step in modernizing the City's approach to managing corporate information.

Subject to Council approval, Legislative Services will lead the implementation of the new Policy and Retention Schedule, including the establishment of a corporate Records and Information Management Working Group, the development of supporting policies and procedures, and a phased corporate rollout. Staff will also continue working collaboratively with Information Technology to determine how Microsoft 365, SharePoint, and related technologies can be leveraged to support the implementation of the Policy and Retention Schedule.

Appendices:

a. Proposed By-law to Adopt a Records Retention Schedule for the City of Port Colborne and to Repeal By-law No. 19
b. Proposed Records/Information Management Policy
c. By-law No. 19, being a by-law to establish retention periods for various municipal records
d. 2026 TOMRMS Schedule

Respectfully submitted,

Charlotte Madden
City Clerk/Manager of Legislative Services
905-228-8031
charlotte.madden@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 Adopt a Records Retention Schedule for the City of Port Colborne and to Repeal By-law. No. 19, as amended

Whereas Section 254 of the *Municipal Act, 2001*, as amended, requires municipalities to retain and preserve its records and records of its local boards in a secure and accessible manner; and

Whereas Section 255 (3) of the *Municipal Act, 2001,* as amended, provides that municipalities may establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with section 254; and

Whereas The Ontario Municipal Records Management System ("TOMRMS") is a universal coding and filing classification system which is regularly updated to meet changing legislation and is utilized by the majority of municipalities and supported by the Association of Municipal Managers, Clerks and Treasurer of Ontario; and

Whereas By-law No. 19 was adopted on March 23, 1970; and

Whereas at its Special meeting on August 11, 2026, Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Legislative Services Department Report 2026-123, Subject: Records/Information Management Policy and Retention Schedule; and

Whereas it is deemed desirable to adopt TOMRMS as the Records Retention Schedule for the City of Port Colborne;

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

1. That The Ontario Municipal Records Management System, as amended from time to time, is hereby adopted as the Records Retention Schedule for The Corporation of the City of Port Colborne.

2. That the Clerk be authorized to amend the Records Retention Schedule from time to time in accordance with this By-law, as required.

3. That By-law No. 19, as amended is hereby repealed.

4. That the City Clerk is hereby 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

PORT COLBORNE

Administrative Policy No:	LEG - 03
Policy:	Records/Information Management Policy
Effective:	August 12, 2026
Revised:	
Current Legislation:	Municipal Act, 2001 as amended
Applicable to:	All information, regardless of medium or format—including paper records, electronic documents, databases, photographs, audio/video recordings, emails, text messages, social media content, and any other information created, received, or maintained under the custody or control of the City
Policy Owner:	City Clerk

1.0 Purpose

1.1 The purpose of this policy is to establish a clear framework for the effective and responsible management of information across the City of Port Colborne. It outlines the principles, expectations, and responsibilities required to ensure information is managed as a strategic asset that supports informed decision-making, operational efficiency, legislative compliance, and public trust.

2.0 Policy Statement

The City of Port Colborne recognizes information as a vital organizational resource. Effective records/information management ensures that information is reliable, authentic, credible, timely, secure, and accessible throughout its life cycle. By adopting disciplined records/information management practices, the City strengthens its ability to meet strategic goals, deliver high-quality programs and services, and uphold accountability and transparency in municipal operations.

3.0 Application

3.1 This policy applies to all information, regardless of medium or format—including paper records, electronic documents, databases, photographs, audio/video recordings, emails, text messages, social media content, and any other information created, received, or maintained under the custody or control of the City.

4.0 Principles

The following principles guide records/information management practices and inform decision-making concerning information assets across the City:

4.1 Accountability

Clear governance structures and documented roles and responsibilities must be established to ensure accountability for the management of information.

4.2 Transparency

Records/Information management processes, decisions, and practices must be documented, understandable, and accessible to all employees to support openness and good governance.

4.3 Quality

Information assets must maintain integrity, authenticity, accuracy, and reliability to support operational, legal, and decision-making requirements.

4.4 Protection

Information assets must be safeguarded against loss, damage, unauthorized access, and misuse, in accordance with privacy, security, and confidentiality requirements.

4.5 Compliance

All information must be managed in accordance with applicable legislation, municipal by-laws, standards, and internal policies and procedures.

4.6 Availability

Information must be stored and maintained so that it can be located, retrieved, and used efficiently and in a timely manner by authorized individuals.

4.7 Compliant Retention

Information must be retained for the period specified in the TOMRMS retention schedule, as updated and/or amended from time to time, or for as long as required by legal, regulatory, fiscal, or operational needs.

4.8 Compliant Disposition

Information that is no longer required must be securely disposed of in accordance with the TOMRMS retention schedule, as updated and/or amended from time to time, and established disposition procedures.

5.0 Roles and Responsibilities

5.1 City Clerk

The City Clerk and/or designate, serves as the organization's senior authority for records/information management and is responsible for:

a) Promoting and ensuring compliance with this policy.
b) Recommending the allocation of appropriate resources to support effective records/information management practices.
c) Leading and coordinating records/information management activities across the City**.**
d) Establishing and maintaining a records/information management governance structure.
e) Documenting and communicating records/information management roles and responsibilities.
f) Developing and maintaining a corporate-wide records/information management program that supports lifecycle management of information assets.
g) Developing strategies, procedures, standards, and tools to support effective records/information management and monitoring compliance with policies and procedures; advising senior leadership of associated risks.
h) Providing employees with best practices, guidance, and tools necessary to support sound records/information management.
i) Developing and maintaining information architecture standards to support the organization, description, storage, retrieval, retention, and disposition of information.
j) Delivering records/information management training, education, and awareness programs.
k) Ensuring information systems are designed and implemented to support accountable and effective records/information management practices.

5.2 Chief Information Officer

The Chief Information Officer, is responsible for:

a) Developing Information Technology (IT) strategies, standards, and practices that support the operational and administrative goals of the City while aligning with records/information management principles.
b) Providing recommendations to the City Clerk regarding the implementation of this policy, particularly related to technology security and infrastructure.
c) Ensuring IT and Records/Information Management functions work collaboratively so that systems support effective lifecycle management of information.

5.3 Employees

All employees, at all levels, are responsible for managing the information they create, receive, and use to support the City's operations. Responsibilities include:

a) Following records/information management protocols, procedures, and best practices when handling information assets.
b) Documenting activities, decisions, and processes in an accurate and timely manner.
c) Organizing and storing information according to the TOMRMS classification plan, as updated and/or amended from time to time.
d) Disposing of records when they are no longer required, in accordance with TOMRMS, as updated and/or amended from time to time.
e) Reporting records/information management needs, issues, or risks to their manager and, where appropriate, to the City Clerk.
f) Handling information in a way that supports appropriate access while meeting privacy and security obligations.
g) Promptly reporting suspected tampering, alteration, or concealment of information or records.
h) Immediately reporting the loss of any hard copies or devices (e.g., laptops, mobile devices, USB drives) that may contain information.

6.0 Definitions

Authenticity
A record is authentic when it can be proven to be what it purports to be, created or sent by the claimed creator, and created or sent at the claimed time.

Employees
All individuals employed by the City of Port Colborne, including unionized and non-unionized staff, contract staff, and those paid through external funding sources.

Information
All data or content, in any format, created, collected, received, recorded, or stored by the City, including but not limited to paper documents, electronic files, structured data, images, audio/video recordings, maps, drawings, and digital communications.

Records/Information Assets
Records/Information that is created, collected, or managed by the City and holds operational, legal, administrative, or strategic value.

Records/Information Management
The coordinated activities involved in capturing, managing, storing, protecting, preserving, and delivering records and information to the right people at the right time.

Records/Information Management Systems
Systems designed to support the organization, storage, retrieval, retention, and disposition of records and information.

Integrity
The completeness, accuracy, consistency, and authenticity of information throughout its life cycle.

Reliability
The degree to which information and related processes can be trusted to be accurate, complete, and dependable.

Transitory Record
A temporary record with short-term usefulness that has no ongoing value once a task or transaction is complete. Transitory records may be securely destroyed once they are no longer needed.

7.0 Implementation, Review, and Amendment

7.1 The City Clerk is responsible for periodically reviewing this policy—at minimum every 4 years or more frequently if required.

7.2 Any amendments to this policy require approval by the Chief Administrative Officer, or designate.

7.3 The City Clerk may make administrative updates to reflect changes in titles, organizational structure, or legislation and must notify the Chief Administrative Officer of such changes.

7.4 The City Clerk is authorized to develop, amend, or rescind procedures established under this policy, provided such procedures remain aligned with the intent and requirements of this policy.

BY-LAW NUMBER 19

A BY-LAW TO ESTABLISH A
RETENTION SCHEDULE FOR
VARIOUS DOCUMENTS

WHEREAS by authority of the The Municipal Act, R.S.O. 1960, C. 249, S. 248B, as amended, by-laws may be passed by the City of Port Colborne and approved by the auditor of the City of Port Colborne, to establish Schedules of Retention Periods for various records of the City of Port Colborne;

AND WHEREAS Thorne, Gunn, Helliwell & Christenson, Auditors for the Corporation of the City of Port Colborne have approved the Schedule of Retention Periods attached to, and forming part of this by-law, as Schedule "A".

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF PORT COLBORNE HEREBY ENACTS AS FOLLOWS:

1. That the Retention periods for the receipts, vouchers, instruments, rolls and other documents, records and papers as shown on Schedule "A" attached to and forming part of this by-law, are hereby established, and the records which have reached the maturity periods as set out in the said Schedule "A" may be destroyed.

ENACTED THIS 23rd DAY OF March 1970.

MAYOR

CLERK

	Number of Years
Monthly Financial Reports to Council	4 Years
Fringe Benefits	
Ontario Hospital, Ohsip, P.S.I., Group Insurance	6 Years
Canada Savings bond, United Appeal - billing and correspondence and records	2 Years
Parking Meters	
Fine tickets and records	2 Years
WATER DEPARTMENT	
Daily & Weekly Time Reports	4 Years
Water Bills	2 Years
Payroll Cheques	6 Years
Payroll Earnings Records	6 Years
Payroll Deduction Authorization Forms	6 Years
Payroll Journal	15 Years
Cash Stubs - Customer Accounts	2 Years
Cash Receipts - Customer Work Orders	2 Years
Daily Cash Receipts and Summaries	2 Years
Duplicate Bank Deposit Slips	2 Years
Bank Statements	6 Years
Cancelled Cheques - Payroll and General	6 Years
Distribution Ledger - Maint. Account	4 Years
Construction Work Orders	4 Years
Construction Work Orders - Capital Works	10 Years
Paid Invoices	6 Years
Voucher Copies	6 Years
Purchase Orders	6 Years
General Correspondence	6 Years
PLANNING SECTION	
General Correspondence	6 Years
Zoning Files	10 Years
Subdivision and Land Severance Files	10 Years
Urban Renewal Files	10 Years
Official Plan Files	10 Years
COMMITTEE OF ADJUSTMENT	
Applications	10 Years

SCHEDULE "A"

TO BY-LAW 14

RECORD RETENTION SCHEDULE

	No. of Years
CLERK'S DEPARTMENT	
Council Files	15 Years
General correspondence	6 Years
Assessment Appeals	2 Years
Local Improvement Notices	2 Years
Voters List Appeals	2 Years
Jurors Lists	4 Years
Marriage Application Forms (Confirmed with RGO that 2 yrs is ok for completed application Registers all permanent.)	2 Years
* Payment Vouchers	2 Years
Assessment Recaps	2 Years
LEGAL DEPARTMENT	
General Correspondence	6 Years
MAYOR'S OFFICE	
General Correspondence	6 Years
TREASURY DEPARTMENT	
General Correspondence	6 Years
Cancelled debentures and coupons	6 Years
Dog Licenses - receipts and records	2 Years
Cancelled cheques and bank reconciliation statements	6 Years
Receipts and daily cash register tapes and summaries	6 Years
Employees earnings record cards and summaries	6 Years
Monthly Budget Report Sheets	6 Years
Voucher Register	6 Years
Cheque Register	6 Years
General Journal & Cash Receipts	6 Years
Journal entries	6 Years
Ledger cards	6 Years
Bank deposit slips (duplicates)	6 Years
Tax Certificates - copies	6 Years
Licenses & Permits - copies	6 Years
Tax Ledger Cards - paid	6 Years
Vouchers	6 Years
Invoices	6 Years

	Number of Years
ENGINEERING DEPARTMENT	
General Correspondence	6 Years
Subdivision Records	15 Years
Project Files	15 Years
Contract Files, Tenders	15 Years
Unsuccessful Tenders	2 Years
Payment Vouchers	2 Years
Time Sheets and Payroll	2 Years
BUILDING AND PLUMBING SECTION	
Receipts for Permits	6 Years
Building Plans - Single Family and Accessory Buildings	4 Years
Building Plans - Other than above	6 Years
General Correspondence	6 Years

We the undersigned auditors for the Corporation of the City of Port Colborne, hereby approve the foregoing record Retention Schedule, being Schedule "A" to By-Law No. 19

A. Willey April 1, 1970

For Thorne, Gunn, Helliwell & Christenson

The Information Professionals

TOMRMS COMPLIANCE SERVICE

TOMRMS Retention

Schedule 2026

Part of the TOMRMS Maintenance Manual

Prepared by	The Information Professionals (InfoPros)
Audience	Municipal clerks and records staff
Edition	TOMRMS 2026 Update
Updated	June 2026
Contact	nina@the-infopros.com · 613-298-6206

LEGEND
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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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OVERVIEW

The retention guidelines outlined in the following retention schedule are informed by our research, which references the citations found in the Master Provincial and Federal Citation documents.

Please be advised that our services focus on legislative interpretation, and we are not legal professionals; therefore, we cannot offer legal advice. As a best practice, municipalities should periodically seek a review or approval from legal counsel to ensure that the retention schedule they adopt complies with their legislative and business obligations.

It is important to highlight that citation G120 pertains to the Limitations Act and indicates that no limitation period exists for certain proceedings, including sexual assault and undiscovered environmental claims. The application of this citation will depend on the risk tolerance of each municipality and the legal advice obtained. Notably, this citation has not been applied to any classification category. We encourage your municipality to seek legal counsel to determine which records, if any, should be retained to address potential claims governed by the Limitations Act.

FUNCTION: ADMINISTRATION

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
A01	Associations and Organizations	Originating	1 year	best practice/business need
A02	Staff Committees and Meetings	Originating	4 years**	best practice/business need
A03	Computer Systems and Architecture	Treasury	Superseded + 6 years	best practice/business need
A04	Conferences and Seminars	Originating	1 year** archival review if sponsored by the Municipality	best practice/business need
A05	Consultants	Originating	2 years**	best practice/business need
A06	Inventory Control	Originating	6 years	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
A07	Office Equipment and Furniture	Originating	1 Year	best practice/business need
A08	Office Services	Originating	1 year	best practice/business need
A09	Policies and Procedures	Originating	Superseded + 15 years** Long term care = permanent	g010 g046 g059 g060 g062 g125 g148 g155
A10	Records Management	Clerk's	Superseded	best practice/business need
A11	Records Disposition	Clerk's	Permanent	best practice/business need (P) based on CAN/CGSB-72.34-2017: Electronic Record as Documentary Evidence
A12	Telecommunications Systems	Originating	Superseded	best practice/business need
A13	Travel and Accommodation	Originating	1 year	best practice/business need
A14	Uniforms and Clothing	Originating	Superseded **	best practice/business need
A15	Vendors and Suppliers	Originating	2 years	best practice/business need
A16	Intergovernmental Relations	Originating	5 years**	best practice/business need
A17	Information Access and Privacy	Clerk's	2 years	g071
A18	Security	Originating	5 years	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
A19	Facilities Construction and Renovations	Originating	project finished and no outstanding issues + 2 years** ** work elevating platforms – keep inspections, tests, repairs, modifications and maintenance performed	g059 g073
A20	Building and Property Maintenance	Originating	5 years Setup tests and manuals = Equipment removed + 1 year	g049 g099 g123 g160
A21	Facilities Bookings	Originating	1 year	best practice/business need
A22	Accessibility of Services	Clerk's	Permanent	g010
A23	Information Systems Production Activity & Control	IT	2 years	best practice/business need
A24	Access Control & Passwords	IT	Superseded	best practice/business need
A25	Performance Management/ Quality Assurance	CAO	6 years	g110
A26	Building Structure Systems		Superseded or life of system/ asset	g046 g100
A27	Drawings		Superseded or life of system/ asset	g073 g141

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PRIMARY HEADING: COUNCIL AND BY-LAWS

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
C01	By-Laws	Clerk's	Permanent	g090 g131
C02	By-Laws - Other Municipalities	Clerk's	Superseded	best practice/business need
C03	Council Agenda	Clerk's	Superseded + 5 years	best practice/business need
C04	Council Minutes	Clerk's	Permanent working notes = 6 years copies = 2	g131
C05	Council Committee Agenda	Clerk's	1 Year **	best practice/business need
C06	Council Committee Minutes	Clerk's	6 years **	g015
C07	Elections	Clerk's	day action took effect or voting day + 4 years Ballot = 120 days after voting or resolution of recount	g069 g070
C08	Goals and Objectives	Originating	10 years**	g052 g159
C09	Motions and Resolutions	Clerk's	Permanent copy = 1 year	g131
C10	Motions and Resolutions - Other Municipalities	Clerk's	Superseded	best practice/business need
C11	Reports to Council	Clerk's	Permanent	best practice/business need – also included in Council Minutes

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
C12	Appointments to Boards and Committees	Clerk's	Permanent	g131
C13	Accountability Transparency & Governance	Clerk's	2 years	g059
C14	Mayoral Decisions	Clerk's	Permanent	g164

PRIMARY HEADING: DEVELOPMENT AND PLANNING

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
D01	Demographic Studies	Planning	10 years **	best practice/business need
D02	Economic Development	Planning	10 years **	best practice/business need
D03	Environment Planning	Planning	15 years **	g008 g016 g068 g146 g156
D04	Residential Development	Planning	10 years **	best practice/business need
D05	Natural Resources Planning	Planning	5 years **	best practice/business need
D06	Tourism Development	Planning	10 years **	best practice/business need
D07	Condominium Plans	Planning	Permanent Applications = 2 years after final decision	best practice/business need
D08	Official Plans	Clerk's	Permanent	g090

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
D09	Official Plan Amendment Applications	Planning	Final decision or reflected in revised official plan + 5 years	
D10	Severances	Planning	land titles registration + 6 years	g133
D11	Site Plan Control	Planning	Permanent Application = 2 years after final decision	best practice/business need
D12	Subdivision Plans	Planning	Permanent Application = 2 years after final decision	best practice/business need
D13	Variance Applications	Planning	Permanent	best practice/business need
D14	Zoning	Planning	Final decision + 2 years	best practice/business need
D15	Easements	Planning	Termination of right + 6 years **	g133
D16	Encroachments	Planning	Termination of right + 6 years **	g133
D17	Annexation/ Amalgamation	Clerk's	Permanent	best practice/business need
D18	Community Improvement	Planning	Completion of project + 6 years **	best practice/business need
D19	Municipal Addressing	Planning	Superseded + 10 years **	best practice/business need
D20	Reference Plans	Planning	Permanent	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
D21	Industrial/ Commercial Development	Planning	10 years **	best practice/business need
D22	Digital Mapping	Planning	Superseded	best practice/business need
D23	Agricultural Development	Planning	10 years **	best practice/business need
D24	Official Plan Background	Planning	Final Decision + 5 years	best practice/business need
D25	Deeming Process	Planning	Final Decision + 2 years	best practice/business need
D26	Development Charges Study	Planning	15 years **	g128
D27	Part Lot Control	Planning	Final Decision + 5 years	best practice/business need

PRIMARY HEADING: ENVIRONMENTAL SERVICES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E01	Sanitary Sewers	Works	project completed & no outstanding issues + 2 years Specifications = life of the asset as per A27	best practice/business need g059 g073 g089
E02	Storm Sewers	Works	project completed & no outstanding issues + 5 years Specifications = life of the asset as per A27	best practice/business need g059 g073 g154

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E03	Treatment Plants - Wastewater	Works	Event + 5 years (after the day on which the record or report, as the case may be, was made. Copy must be kept at the wastewater system) Specifications = life of the asset as per A27 Plans = cease to apply + 2 years	g008 g059 g073 g082 g089 g152
E04	Tree Maintenance	Works	5 years	best practice/business need g089
E05	Air Quality Monitoring	Engineering	later of: date of offence or: day evidence of offence first came to attention of person appointed under s. 5 + 5 years **	g008 g089
E06	Utilities	Works	5 years **	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E07	Waste Management	Works	10 years or cease to apply + 10 years ** post landfill site closure documentation = closure + 25 years Operating Plans, Site Plans, Emergency Response Plans, Chemical and Testing Plans = permanent	g008 g037 g038 g039 g041 g042 g073 g089 g112 g117 g121 g138
E08	Water Works – Drinking Water Plant	Works	15 years Specifications =Permanent as per A27	g073 g082 g089 g108 g111
E09	Drains	Works	Superseded + 5 years** Specifications =Permanent as per A27	g073 g082
E10	Pits and Quarries	Works	Superseded + 5 years** Specifications = life of the pit or quarry	g073 g082
E11	Nutrient Management	Works	Superseded + 5 years** or expiry of plan + 2 years	g129

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E12	Private Sewage Disposal Systems	Works	Superseded + 7 years** Specifications = life of system	g037 g082 g129
E13	Water Monitoring	Engineering	created, approved or plan no longer in force + 15 years	g008 g016 g082 g089 g108 g110 g111 g115
E14	Water Sampling	Engineering Child Care Facility	created, approved or plan no longer in force + 15 years child care facility plumbing flush and water testing = 6 years	g008 g016 g082 g089 g108 g110 g111 g115
E15	Chemical Sampling of Water	Engineering	created, approved or plan no longer in force + 15 years	g008 g016 g089 g108 g111 g110
E16	Backflow Prevention and Cross Connection Control	Engineering	Superseded + 15 years	g008 g082 g089 g108 g110 g111

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E17	Energy Management	Engineering	End of reporting period to which relates + 7 years	best practice/business need
E18	Natural Heritage	Works	end of plan or designated year + 3 years	g057 g072 g089
E19	Renewable Energy	Engineering	created, approved or facility no longer in force + 15 years	g060
E20	Source Water Protection	Engineering	created, approved or plan no longer in force + 15 years	best practice/business need g016 g060
E21	MOE Environmental Compliance Approvals	Engineering	Cease to apply + 3 years	g038 g089 g115 g144
E22	Private/Small Water Systems	Engineering	E + 15 years E (Event) = as long as equipment in use	g108 g115 g116
E23	Land Quality Monitoring	Engineering	7 years	g082 g156
E24	Gasoline Storage & Dispensing		use = 7 years tank install, inspection = system removed + 5 years	g045 g140 g141 g147 g158

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PRIMARY HEADING: FINANCE AND ACCOUNTING

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F01	Accounts Payable	Treasury	close of fiscal tax year end +7 years For welfare & child care payments E = provincial government year end + 7 years	g005 g006 g007 g034 g051 g053 g055 g062 g086 g096
F02	Accounts Receivable	Treasury	close of fiscal tax year end + 7 years	g006 g007 g034 g053 g055 g062
F03	Audits	Treasury	6 years	g069
F04	Banking	Treasury	close of fiscal tax year end + 7 years	g007 g026 g053 g062
F05	Budgets and Estimates	Treasury	6 years **	best practice/business need
F06	Assets	Treasury	Disposal of asset + 10 years **	g006 g007
F07	Cheques	Treasury	6 years	g006 g007 g034 g086

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F08	Debentures and Bonds	Treasury	Debentures surrendered for exchange/cancellation + 6 years	g007
F09	Employee and Council Expenses	Treasury	close of fiscal tax year + 7 years	g006 g007
F10	Financial Statements	Treasury	Permanent	g069
F11	Grants and Loans	Treasury	repayment of loan + 6 years	g006 g007
F12	Investments	Treasury	Closure of account + 6 years	g006
F13	Journal Vouchers	Treasury	close of fiscal tax year + 6 years	g006 g007 g034 g055
F14	Subsidiary Ledgers, Registers, and Journals	Treasury	close of fiscal tax year + 7 years **	g001 g005 g006 g007 g026 g034 g053 g055 g086
F15	General Ledgers and Journals	Treasury	Permanent	g001 g006 g007 g034 g055 g131

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F16	Payroll	Treasury	Close of fiscal tax year + 6 years	g001 g005 g007 g019 g034
F17	Purchase Orders and Requisitions	Treasury	Close of fiscal tax year + 7 years	g006 g007 g053 g062
F18	Quotations and Tenders	Treasury	E+7 years ** E (Event) = successful bid awarded Note: Unsuccessful bids - retain for 1 year from contract award	g006 g007 g053 g062
F19	Receipts	Treasury	7 years	g006 g007 g097
F20	Reserve Funds	Treasury	6 years	g069
F21	Revenues	Treasury	7 years Note: Records related to mortgages must be kept for 10 years.	g026 g053 g062 g095

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F22	Tax Rolls and Records	Clerk's	Permanent tax rolls = when no longer required for planning purposes	g007 g014 g068 g095 (20-year limitation) g161 best practice/business need (P)
F23	Write Offs	Treasury	6 years Court services write-offs – 37 years	g006 g007 g027
F24	Trust Funds	Originating	fiscal year + 7 years trust accounts for residents, statements, accounts and records = Permanent	g047 g051 g062 g097
F25	Security Deposit	Treasury	Closure of account + 6 years	g006 g007
F26	Working Papers - Financial	Treasury	After completion of audit + 1 year	best practice/business need
F27	Regulatory Reporting – Financial		6 years	best practice/business need

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PRIMARY HEADING: HUMAN RESOURCES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H01	Attendance and Scheduling	Personnel	5 years driver's daily logs = 6 months public vehicle and trip reports – 1 year	g035 g050 g151
H02	Benefits Program	Personnel	Superseded**	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H03	Employee Records	Personnel	date employee ceased to be employed by employer + 5 years Drinking Water system training record = 5 years confined space training = cease to perform work and at least 5 years salt program training = 7 years Long-term care home staff = shall retain Firefighter employment terms = 20 years	g035 g045 g065 g103 g139 g148
H04	Health and Safety	Personnel	3 years Note: Accident reports for construction projects retained with project 1 year after project completion	g045 g059 g076 g078 g123 g125

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H05	Human Resource Planning	Personnel	day last used + 1 year (Human Rights special program designation minimum of 5 years)**	g054
H06	Job Descriptions	Personnel	Superseded**	best practice/business need
H07	Labour Relations	Personnel	Expiry of contract period + 10 years **	g013
H08	Organization Design	Originating	Superseded**	best practice/business need
H09	Salary Planning	Personnel	5 years	best practice/business need
H10	Pension and Benefits Records	Personnel	E + 6 years (employee departure)	g001 g088
H11	Recruitment	Personnel	3 years	g036

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H12	Training and Development	Personnel	Date when that particular course ceases to be offered + 2 years ** salt use training materials – 7 years drinking water training materials– 5 years Only courses developed and presented by the Municipality are subject to archival selection Long term care training and orientation = permanent	g043 g045 g062 g139 g148
H13	Claims	Personnel	Resolution of claim + 3 years Hazardous exposure claims = longer of 40 years or 20 years after last record made	g078 g125

LEGEND
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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H14	Grievances	Personnel	Resolution of claim + 10 years	g013 g054
H15	Harassment And Violence	Personnel	Resolution of complaint + 3 years	g054 g059 best practice/business need
H16	Criminal Background Checks	Personnel	date employee ceased to be employed by employer + 7 years	best practice/business need
H17	Employee Medical Records – Hazardous Materials	Personnel	E+40 years or 20 years after last record of exposure	g078 g079 g103
H18	Employee Medical Records	Personnel	When STD/LTD claims are resolved + 3 years	g078 best practice/business need
H19	Disability Management	Personnel	day issued or earlier as may be specified by Commission + 5 years	g010 g054
H20	Confined Spaces	Personnel	1 year or the period necessary to ensure 2 most recent records retained	g075
H21	Employee Recognition	Personnel	5 years	best practice/business need
H22	Employee Certifications	Personnel	certification expired + 2 years	g059 g077

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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PRIMARY HEADING: JUSTICE

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
J01	Certificates of Offence (Part I)	Court Services	completion + 2 years	g024 MOU
J02	Informations (Part III)/ Accident and Careless Driving Part 1	Court Services	Event + 15 years (Event = date of incident)	g022 g023 MOU
J03	Control Lists/ Justice Reports	Court Services	4 years	MOU
J04	Court Dockets	Court Services	3 years statement of defence – not set to trial = 5 years	g025 g093 g150 MOU
J05	Transcripts and Records of Court Proceedings	Court Services	6 years **	g029 g093 MOU
J06	Enforcements & Suspensions	Court Services	8 years	MOU
J07	Appeals & Transfers	Court Services	7 years	MOU
J08	Statistics/ Payment Tracking	Court Services	8 years	MOU
J09	Disclosure	Court Services	6 years	MOU
J10	Certificates of Conviction Part 2	Court Services	6 years	MOU

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

PRIMARY HEADING: LEGAL AFFAIRS

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
L01	Appeals and Hearings	Clerk's	Permanent after Resolution of appeal	g059 g060 g068 g089 g090
L02	Claims Against the Municipality	Clerk's	Resolution of claim and all appeals + 2 years ultimate limitation = 15 years	g047 g056 g059 g060 g089 g162
L03	Claims By the Municipality	Clerk's	Resolution of claim and all appeals + 2 years	g056 g057 g072
L04	Contracts and Agreements - Under By-Law	Clerk's	act or omission on which claim is based took place + 15 years **	g060 g068
L05	Insurance Appraisals	Clerk's	After a new appraisal has been done + 15 years	g060
L06	Insurance Policies	Clerk's	Expiry of policy + 15 years	g060

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
L07	Land Acquisition and Sale	Clerk's	Property disposition + 10 years renewable energy projects agreements terms may not be more than 50 years append abandoned petroleum storage tank to deed	g041 g095 g133 g145 g153
L08	Opinions and Briefs	Clerk's	Superseded**	best practice/business need
L09	Precedents	Clerk's	Superseded**	best practice/business need
L10	Federal Legislation	Originating	Superseded	best practice/business need
L11	Provincial Legislation	Originating	Superseded	best practice/business need
L12	Vital Statistics	Clerk's	Permanent Marriage licences 2 years	best practice/business need (P)
L13	Prosecutions	Originating	Delivery of judgement + 7 years	g059 (2 year limitation) g060 (15 year limitation) best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
L14	Contracts and Agreements – Simple	Clerk's	Expiry of contract + 2 years ** Long term care service providers = Permanent	g041 g042 g053 g059 g062 g130

PRIMARY HEADING: MEDIA AND PUBLIC RELATIONS

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
M01	Advertising	Originating	1 years**	best practice/business need
M02	Ceremonies and Events	Originating	5 years **	best practice/business need
M03	Charitable Campaigns/Fund Raising	Originating	1 year	best practice/business need
M04	Complaints Commendations and Inquiries	Originating	5 years ** Long term care complaints = permanent	g054 g121 g160
M05	News Clippings	Originating	1 years**	best practice/business need
M06	News Releases	Originating	1 years**	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
M07	Publications	Originating	Superseded** Superseded + 3 years if publication is subject to copyright or trademark	g134
M08	Speeches and Presentations	Originating	3 years **	best practice/business need
M09	Visual Identity and Insignia	Clerk's	Superseded + 5 years **	g134 g136
M10	Website & Social Media Content	Originating	Superseded + 2 years	g059
M11	Public Relations and Public Awareness	Originating	5 years **	best practice/business need
M12	Intellectual Property	Clerk's	copyright, patent or trademark expired or last use + 5 years	g134 g135 g136

PRIMARY HEADING: PROTECTION AND ENFORCEMENT SERVICES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P01	By-law Enforcement	Originating	6 years **	g059 g089
P02	Daily Occurrence Logs	Originating	5 years **	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P03	Emergency Planning and Response	Originating	S** or expiry of plan + 5 years if Canadian Environmental Protection Act applies	g144
P04	Hazardous Materials	Originating	5 years	g038 g076 g121 g140 g142 g143 g149
P05	Incident/ Accident Reports	Originating	5 years	g011
P06	Building and Structural Inspections	Building	Permanent	g015 g045 g046 g073 g123
P07	Health and Fire Safety Inspections	Public Health	Superseded but, minimum 1 year	g045
P08	Investigations	Originating	10 years **	g059 g089 best practice/business need
P09	Licences	Clerk's	Expiry of licence + 2 years	g017
P10	Building Permits	Building	Permanent	g015
P11	Permits - Other	Originating	Expiry of permit + 2	g017

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P12	Warrants	Court Services By-law Services	Execution of warrant + 2 years Court services search warrants – 40 years	g028 g059
P13	Criminal Records	Court Services By-law Services	Occurrence/ investigation closed or disposition of charge + 5 years	best practice/business need
P14	Animal Control	Originating	date animal was last in the pound + 2 years	g012
P15	Community Protection Programs	Originating	Superseded + 2 years ** Surveillance video 72 hours unless requisitioned for use If requisitioned for use (MFIPPA or other investigation) = Superseded + 2 years	g071 best practice/business need
P16	Emergency Services	Originating	Superseded + 5 years	g011
P17	EMS and Fire Significant Incident & Impact Reports	EMS	Superseded + 5 years	g011
P18	EMS and Fire Accident Response Reports	EMS	Superseded + 5 years	g011
P19	EMS and Fire Statistics	EMS	Superseded + 2 years	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P20	Prohibition Notices & Orders	Legal	15 years	g016
P21	Facilities Routine Water Use, Monitoring and Testing	Parks & Recreation Child Care Facility	pools and recreational camps = 1 year child care facility plumbing flush and water testing = 6 years	g049 g109

PRIMARY HEADING: RECREATION AND CULTURE

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
R01	Heritage Preservation	Clerk's	End of plan year or removal of designation + 3 years **	g081
R02	Library Services	Clerk's	5 years	g134
R03	Museum and Archival Services	Clerk's	Superseded + 3 years **	g134
R04	Parks Management	Parks & Recreation	park maintenance = 5 years ** Playground equipment maintenance = 15	g060 best practice/business need
R05	intentionally left blank			

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
R06	Recreational Programming	Parks & Recreation	program development & evaluation = 3 years ** program registration = 1 year attendance fee collection = 6 years	best practice/business need g071 g006

PRIMARY HEADING: SOCIAL AND HEALTH CARE SERVICES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
S01	Children's Day Care and Day Nursery Services	Community Services	Superseded (review after 3 years)	g125
S02	Elderly and Supportive Assistance Services	Community Services	Superseded (review after 3 years)	best practice/business need
S03	Long Term Care Facility Clients	Community Services	E + 10 Years (Event = after the resident is discharged from the home)	g061 g097
S04	Community and Social Assistance Services	Community Services	Superseded (review after 3 years)	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
S05	Ontario Works Clients	Community Services	date of last entry + 5 years outstanding overpayment = overpayment resolved + 5 years Fraud investigation = fraud resolved + 5 years outstanding family support issues = 10 years	g019 g084 g085
S06	Medical Case Clients	Public Health	discharged as a client + 15 years Note: reportable diseases may be longer	g060 college of physicians & surgeons of Ontario recommendation
S07	Children's Services	Community Services	Superseded (review after 3 years)	best practice/business need
S08	Public Health	Public Health	Superseded (review after 5 years)	best practice/business need
S09	Cemetery Interment	Clerk's	Permanent** Transfer to archives if no longer managed Burial permits = 2 years	g048 g101

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
S10	Day Care and Day Nursery Clients	Community Services	Last participated date + 3 years	g126
S11	Disabilities Support Clients	Community Services	no longer receiving support + 7 years	g155
S12	Housing Services	Community Services	10 years	g052 g163
S13	Housing Tenant Clients	Community Services	no longer resides + 5 years	g053 g163
S14	Home Child Care Program Administration	Community Services	3 years	g125
S15	Home Child Care Program Clients	Community Services	Last participated date + 3 years	g126
S16	Social and Health Care Planning and Management	Community Services	7 years	best practice/business need
S17	Client Care Coordination	Community Services	no longer receiving support + 10 years	g019 g053 g084 g085 g126 g155
S18	Long Term Care Operations	Community Services	Permanent	g003 g064 g163
S19	Food Preparation and Service	Community Services	1 year	g063
S20	Cemetery Operations	Cemetery	Contract fulfilled or no longer applies + 6 years	g047

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PRIMARY HEADING: TRANSPORTATION

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
T01	Illumination	Works	Removal of the equipment + 6 years Specifications = P	best practice/business need
T02	Parking	Works	Closure of lot or space + 6 years	best practice/business need
T03	Public Transit Operations	Works	Closure of route/ shelter/ stop + 1 year**, 2 years minimum retention	best practice/business need
T04	Road Construction	Works	project finished + 1 year** Specifications = P	g073
T05	Road Design and Planning	Works	project finished + 1 year** Specifications = P	g073
T06	Road Maintenance and Salt Usage	Works	project finished + 1 year salt plans, usage, training and reports = 7 years Specifications = P	g073 g139
T07	Signs and Signals	Works	Removal of sign/signal + 1 year	g073
T08	Traffic	Works	project finished + 1year** Temporary road closures = 2 years	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
T09	Roads and Lanes Openings/ Closures	Works	project finished + 1year**	best practice/business need
T10	Field Survey/Road Survey Books	Works	project finished + 1 year	best practice/business need
T11	Bridges	Works	project finished + 1 year Specifications = P	g073

PRIMARY HEADING: VEHICLES AND EQUIPMENT

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
V01	Fleet Management	Originating	termination of lease) + 2 years public vehicles trip record = 1 year Daily Inspection Logs = 2 years or 6 months after vehicle ceases to be operated	g050 g074 g130
V02	Mobile Equipment	Originating	Disposal of equipment + 1 year	g074 best practice/business need
V03	Transportable Equipment	Originating	Disposal of equipment + 1 year	g074 best practice/business need
V04	Protective Equipment	Originating	Disposal of equipment + 1 year	g074 g075 best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
V05	Ancillary Equipment	Originating	Disposal of equipment + 1 year Set-up tests = until superseded	g074 g157

PORT COLBORNE

Memorandum

To: **City Council**

From: **Bryan Boles, Chief Administrative Officer**

Date: **August 11, 2026**

Re: **Update on CAO Working Groups on Governance Reform**

The purpose of this memo is to update City Council on the Niagara area CAO's work on governance and service delivery review, following Council's direction in April in Office of the CAO Report 2026-61, and in line with the direction from Niagara's Mayors as outlined in joint letters to the Provincial government.

In March 2026 Regional Council directed the Niagara Region CAO to meet with the area CAOs of the 12 local area municipalities to advance a governance and service delivery review. The CAOs have met a number of times since April and have identified the following priority service areas:

- **Water and Wastewater –** in parallel with the advancement of the City's Municipal Service Corporation (Port Colborne Public Water Ltd) as approved by Council in Report 2026-112, the Working Group will look at all governance and service delivery options for water and wastewater services. Municipal Service Corporations are center to the discussions.

- **Roads and Transportation** – review of the region-wide network of assets, maintenance, service levels and clarifying roles and responsibilities between the local area municipalities and the Niagara Region, including the potential to download Regional roads to the City.

- A Working Group that combines the Water and Wastewater and Roads and Transportation work has been established to develop a scope of work to review these service areas.

- **Planning and Economic Development –** reviewing the local and regional roles, clarifying roles and developing a path to remove duplication of work.

- **Governance Cost Allocation –** reviewing the cost allocation model for regional services billed to local area municipalities for regional services such as but not limited to police, EMS, public health, and community services, to determine if the existing models are fair, equitable and effective, or if alternative cost allocation models for regional services should be considered.

- **Regional Council / Committee Structure** – to align with Bill 100, *the Better Regional Governance Act, 2026* while ensuring appropriate representation and supporting service review changes.

This work is being coordinated by Working Groups of the 12 of the area CAOs and the Niagara Region CAO, with staff support being shared by all. The Working Groups continue to meet regularly to develop scopes of work and workplan for each of the priority areas. Support and technical staff from each of the area municipalities will also participate in the Working Groups to provide local and operational perspectives and input. There is a recognition that additional third party support from experts or consultants may be needed. Sharing of any costs will be subject to further discussion.

Council and the community will continue to receive updates on the actions, progress and next steps as the area CAOs advance this work.

Signed by,

Bryan Boles
Chief Administrative Officer

PORT COLBORNE

Subject: **Information and Status Update Report for Proposed Site-Specific Zoning By-law Amendment- 434 and 484 Barrick Road (File D14-03-26)**

To: **Council**

From: **Planning and Development**

Report Number: 2026-122

Meeting Date: August 11, 2026

Recommendation:

That Planning and Development Department Report 2026-122 be received.

Purpose:

The purpose of this report is to provide Council with an update on the status of the privately initiated Zoning By-law Amendment application for the lands municipally known as 434 and 484 Barrick Road. This report provides context regarding the Planning Act decision timelines applicable to the application, summarizes the review completed to date, and outlines the next steps in the review process.

This Report does not make a recommendation to Council on the application. Rather, it is intended to update Council and the public on the status of the application and to explain why Staff are not currently in a position to provide a recommendation on this application.

Background:

On February 12, 2026, the City completed a pre-consultation meeting with Dunsire Properties Inc., for the lands municipally known as 434 and 484 Barrick Road (the Subject Lands). Following this, a formal application to amend the City of Port Colborne Zoning By-law was submitted to the Planning Department on May 14, 2026. Staff deemed the application complete on May 20, 2026. The materials submitted as part of this Application include:

- Planning Justification Report;
- Traffic Impact Study;
- Conceptual Site Plan;
- Urban Design Brief;
- Functional Servicing Report;
- Concept Landscape Plan;
- Environmental Impact Study;
- Application Form and Cover Letter; and,
- Draft Zoning By-law Amendment.

Copies of relevant supporting materials have been made available on the City's Current Applications Webpage.

The application proposes to rezone the subject lands from Institutional with Special Provision 37 and Holding (I-37-H) Zone and Third Density Residential (R3) Zone to a site-specific Fourth Density Residential (R4) Zone. The proposal includes six, six-storey apartment buildings containing a total of 372 dwelling units, a two-storey parking structure, a one-storey commercial building; and, a stormwater management pond.

The Subject Lands are legally described as Concession 2, Part of Lot 30, in the City of Port Colborne, Regional Municipality of Niagara, and are municipally known as 434 and 484 Barrick Road. They are located southeast of the intersection of Barrick Road and West Side Road, on the south side of Barrick Road and the east side of West Side Road, comprising a land area of 4.097 hectares. **Figure 1** provides a location map of and **Figure 2** shows the applicant's proposed development concept.

Following the deeming of the application complete, the proposal was circulated to internal departments and external agencies for review. A statutory public meeting was held on July 7, 2026, at which time Council received Planning and Development Department Report 2026-100 and heard comments from members of the public respecting the proposal.

At this stage in the process, Staff have completed the first round of technical review and issued a Return of Comments Package to the applicant summarizing comments received from internal departments and external agencies. The following sections of this report provide an update on the current status of the application and review process.

Figure 1: Location Map

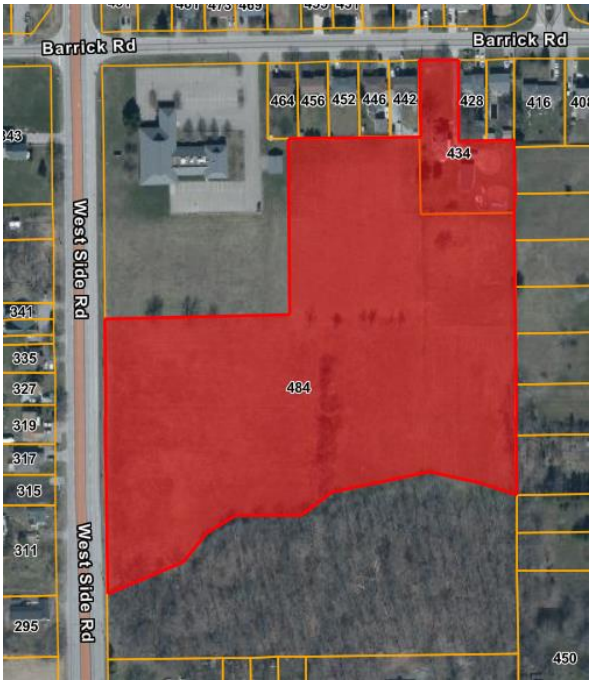
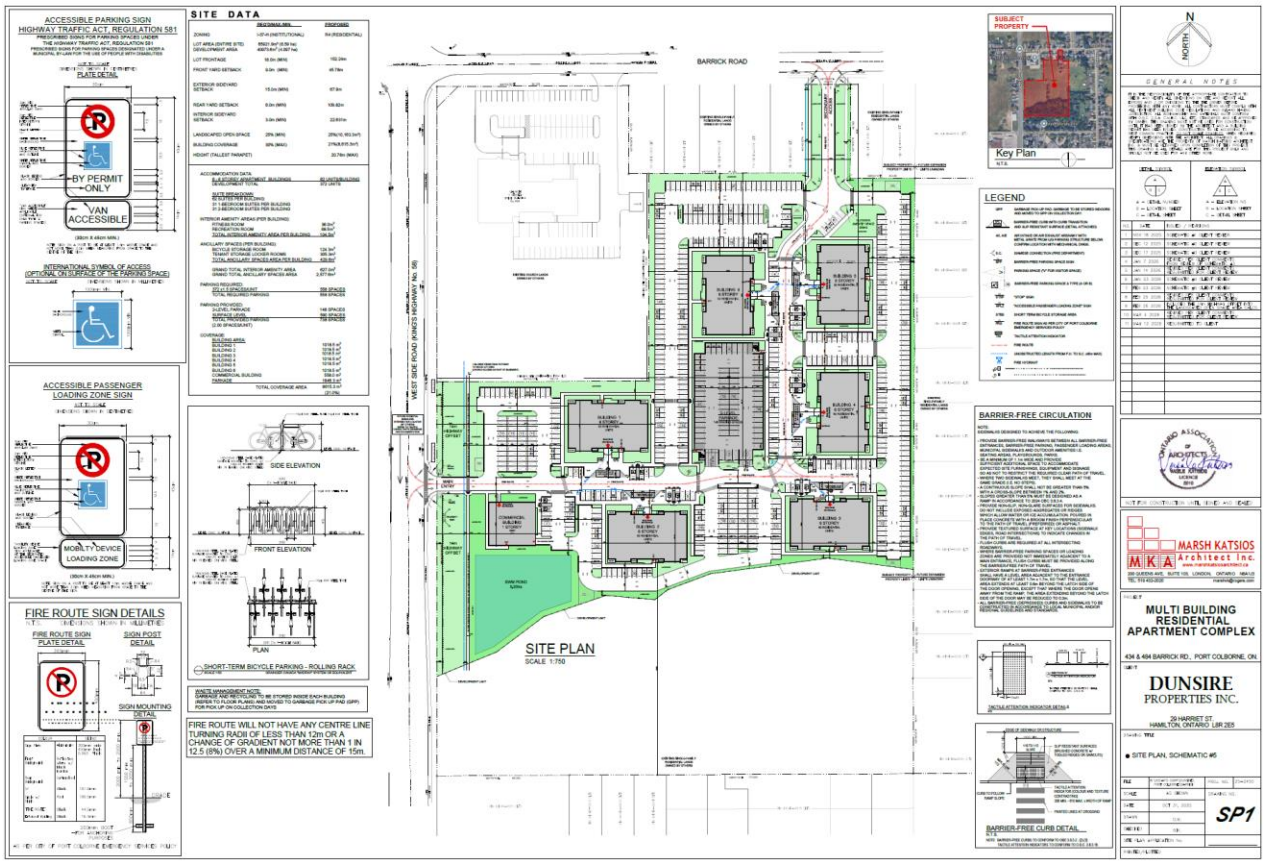


Figure 2: Development Concept



Discussion:

Planning Act Process and Current Status

The application was deemed complete on May 20, 2026 and is therefore subject to the statutory decision timelines established under the *Planning Act*. Pursuant to Section 34 of the *Planning Act*, Council is generally required to make a decision on a Zoning By-law Amendment application within 90 days of deeming an application complete. In this case, the statutory decision period expires on August 18, 2026.

Since deeming the application complete, Staff have undertaken the statutory public meeting process, circulated the application to internal departments and external agencies, reviewed the submitted technical studies and plans, and completed the first round of technical review. As part of that process, a comprehensive Return of Comments Package was provided to the applicant on July 8, 2026 and is included as **Appendix A** to this Report.

The review completed to date has identified several matters requiring clarification, refinement, and further technical review. These comments have now been provided to the applicant and Staff anticipate receiving a revised submission that responds to those matters.

This Report does not make a recommendation to Council on the application. Rather, it is intended to update Council and the public on the status of the application and to explain why Staff are not currently in a position to provide a recommendation on this application.

Planning Context

The Subject Lands are designated High Density Residential in the City of Port Colborne Official Plan. The proposed residential use is permitted by the Official Plan and the density proposed through the application falls within the permitted density range established for High Density Residential development (maximum of 100 units per hectare). Accordingly, Staff acknowledge that redevelopment of the lands for higher-density residential purposes is generally contemplated by the planning framework applicable to the site and an Official Plan Amendment (OPA) is not required.

That said, evaluation of a Zoning By-law Amendment application requires consideration of more than land use and density alone. Before Staff can formulate a recommendation, matters relating to transportation, access, servicing, archaeology, implementation of the proposed zoning framework, agency requirements, site design, and the overall appropriateness of the proposal must also be evaluated.

Through the first round of review, Staff identified matters requiring clarification, refinement, additional information, or further technical review. These matters were communicated to the applicant through the Return of Comments Package (**Appendix A**). The applicant has not yet had an opportunity to provide a resubmission responding

to those comments. Ultimately, the review process remains active and ongoing, and Staff are of the opinion that there remains a reasonable opportunity for many of the identified matters to be addressed through a future submission and continued discussion.

Ministry of Transportation Review

One of the most significant outstanding matters relates to the Ministry of Transportation (MTO). The development concept currently before the City relies on a primary access to Highway 58 (West Side Road), with a future Barrick Road connection proposed through the phasing plan. As Highway 58 falls under Provincial jurisdiction, the proposed access arrangement is ultimately subject to MTO review and approval.

At the time of writing this Report, formal comments from the Ministry on the complete application have not been received. The only comments currently available to Staff are those provided during the pre-consultation process, and a more recent follow-up e-mail, both of which are included in **Appendix B**.

Through pre-consultation, MTO advised that the proposed Highway 58 access was not supported in its current form and identified concerns relating to Provincial highway corridor management policies, access spacing, and access density requirements. MTO further advised that approval of the proposed access was not guaranteed and would require additional technical justification and review. At the same time, MTO indicated support for the rezoning in principle.

This creates a level of uncertainty that Staff are not currently able to resolve. While there is no indication that the Ministry objects to the redevelopment of the lands, Staff do not yet know what the Ministry's final position will be regarding the proposed access arrangement, nor do Staff fully understand what implications any required changes may have on the development concept currently before the City.

This is particularly important because the proposed Highway 58 access is a foundational component of the current site layout, transportation network, and development phasing strategy. Depending on the outcome of the Ministry's review, revisions may be required that extend beyond detailed site design and influence broader aspects of the proposal being considered through the Zoning By-law Amendment.

At this stage, Staff simply do not have enough information to understand the extent of those implications.

Why Staff Are Not Bringing Forward a Recommendation

As Council approaches the August 18, 2026 statutory decision deadline, Staff are mindful that the *Planning Act* requires a decision within 90 days. Staff also acknowledge that applicants may exercise rights available to them under the *Planning Act* should that timeline expire without a decision. Notwithstanding the foregoing, Staff are of the opinion that bringing forward a recommendation at this time would be premature.

The applicant was provided a comprehensive set of comments from the City and reviewing agencies, and staff anticipate that a revised submission will be required before the application can be fully assessed.

In Staff's opinion, the most appropriate path forward is to continue working with the applicant and reviewing agencies to better understand and address the outstanding matters identified through the first round of review. This approach provides the greatest opportunity to resolve issues through the planning process, obtain additional information necessary to fully evaluate the application, and avoid premature decision-making or unnecessary appeals while maintaining an active and constructive review process.

Internal Consultations:

The applicant’s submission package was circulated to appropriate internal departments and to external agencies on May 22, 2026. A return of comments package containing all comments received up to July 7, 2026 was provided to the applicant on July 8, 2026.

The following agencies/ departments provided comment on or before July 7, 2026:

- City of Port Colborne Planning;
- City of Port Colborne Development Engineering;
- City of Port Colborne Fire;
- Niagara Region;
- Niagara Peninsula Conservation Authority;
- Enbridge;
- HydroOne;
- TC Energy; and,
- District School Board of Niagara.

A copy of the return of comments package is included in this Report at **Appendix A**, while a general summary of the respective comments is provided below:

<u>Planning</u>

- Several matters requiring clarification, revision, and further review have been identified. A revised Zoning By-law Amendment, detailed zoning matrix, and

additional supporting information have been requested to confirm conformity with various zoning provisions.

- Archaeological investigations remain ongoing and the ultimate implications of the archaeological work for the development proposal are not yet known. A Holding Provision will be required
- Formal comments from the Ministry of Transportation (MTO) remain outstanding. While the Ministry indicated support for the proposed rezoning in principle during pre-consultation, MTO also advised that the proposed primary access to Highway 58 was not supported in its current form and that approval of the access was not guaranteed.
- The proposed development concept, transportation network, and phasing strategy rely on the proposed Highway 58 access. As a result, the Ministry's review is considered a critical component of the overall evaluation of the application. At this time, the implications of the Ministry's final position on the proposed access strategy, site layout, development phasing, and broader zoning framework remain unknown. Further review will be required once formal comments have been received.

Development Engineering

- City Engineering Staff have reviewed the Functional Servicing Report and note that additional servicing analysis is required.
- Additional modelling and analysis will be required to determine the extent of any infrastructure upgrades that may be necessary to support the proposed development.
- More detailed engineering review will continue through future submissions and subsequent Planning Act approvals.

Fire Prevention

- Port Colborne Fire and Emergency Services have reviewed the application and have no objection to the Zoning By-law Amendment at this time. More detailed comments may be provided during future Site Plan review.

Niagara Region

- Niagara Region has advised that the Steele Street Sewage Pumping Station currently has limited available capacity and cannot accommodate the development as proposed at this time. As a result, the Region is requesting that a Holding Provision be applied to the zoning until adequate wastewater servicing capacity has been demonstrated to the satisfaction of the Region.
- The Region has also advised that future submissions should include additional servicing information and evaluate servicing requirements on a phase-by-phase basis should the development proceed in phases.

- The Region further notes that waste collection for the development is expected to be the responsibility of the owner through a private waste collection contractor and that future development approvals will need to address waste management arrangements accordingly.

Niagara Peninsula Conservation Authority

- The Niagara Peninsula Conservation Authority (NPCA) has advised that there are no regulated features on the subject property and has no comments on the application.

Utility Agencies

- Enbridge Gas has advised that it has no objection to the application at this time, while reserving the right to amend or add conditions as the review proceeds
- Hydro One has advised that it does not provide comments at the Zoning By-law Amendment stage and will undertake review, if required, through future development approvals.
- TC Energy has confirmed that it does not have any pipelines crossing the subject lands.

District School Board of Niagara

- DSBN has reviewed the application and has no objection. The Board has requested that internal sidewalks be provided within the development to facilitate pedestrian travel to schools and school bus stop locations.

Financial Implications:

There are no financial implications for the City at this time.

Public Engagement:

Notice of the Public Meeting was circulated in accordance with the requirements of the Planning Act. The Notice was mailed to property owners within a 120-metre radius of the Subject Lands on June 11, 2026. A sign was posted on the property on June 12, 2026.

The Planning Justification Report submitted by the applicant notes that prior to submitting the application, the applicant and their agent hosted a community meeting on March 26, 2026 at Christian Life Assembly (484 Barrick Road). While staff acknowledge that this meeting occurred outside of the formal planning process, no supporting materials or summary of the engagement has been provided. Specifically, staff have not been provided with information respecting the materials presented, level of attendance,

feedback received, or whether any revisions to the proposal were made in response to public input.

Prior to the public meeting, staff received one phone call inquiry from the Christian Life Assembly Church, which related to their desire to keep their current address and confirm that the adjacent severed lands that form part of the ZBA would not have that address.

One (1) member of the public provided written comment prior to the public meeting.

At the meeting, fourteen (14) attendees added their contact information to the “sign-in sheet and request for notice” document that was made available at the statutory public meeting. Following the meeting, an additional four (4) members of the public asked to be added to the notice list for the application.

Six (6) members of the public provided verbal comment at the meeting. Following the public meeting, three (3) written submissions were received as of the date of writing this report.

Copies of written submissions received on this application are included in this Report at **Appendix C**, while general themes of the verbal and written submissions are summarized below:

- Concerns regarding the scale, density, height, and overall magnitude of the proposed development, including questions as to whether a lower built form (e.g., four storeys) could be considered;
- Concerns regarding the proposal's compatibility with the surrounding neighbourhood and its impact on Port Colborne's small-town character and sense of community;
- Concerns regarding the City's ability to accommodate growth, including impacts on schools, healthcare services, transportation infrastructure, municipal servicing, and employment opportunities;
- Questions regarding housing affordability, including whether the proposal addresses affordability;
- Concerns regarding traffic, access, construction impacts, and pedestrian safety, including impacts on Barrick Road and Hillcrest Road, the proposed entrance/exit locations, and the lack of sidewalks in the area;
- Concerns regarding potential impacts on quality of life, property values, crime, and neighbourhood livability;
- Concerns that community feedback and local concerns were not adequately reflected in the applicant's submission materials;
- Concerns regarding the pace of development approvals and whether growth is occurring more quickly than supporting infrastructure improvements;

- Technical concerns regarding wastewater servicing capacity, particularly the need for further assessment of the Omer Avenue Pumping Station and the cumulative impact of additional development on the system; and,
- Several speakers expressed opposition to the proposal and requested that any future development be more appropriately scaled to the surrounding area.

A summary of questions raised by members of Council at the meeting is provided below:

- The relationship between the proposed buildings and adjacent residential properties, including building setbacks, height, overlook, compatibility, and whether lower-density development options had been considered;
- The proposed phasing strategy, including anticipated timing, sequencing of development phases, and the expected build-out period for the project;
- The proposed access strategy, including the feasibility of the Highway 58 (West Side Road) access, potential alternative access arrangements, and the implications should the proposed Highway 58 access not be approved;
- Wastewater and water servicing capacity, including the ability of existing infrastructure to support the development, the need for future upgrades, and how development phasing may be tied to servicing availability;
- Landscaping, buffering, parking, and lighting impacts, including opportunities to mitigate impacts on adjacent residential properties through fencing, vegetation, and site design measures;
- Pedestrian circulation and transportation infrastructure, including internal sidewalks, walkability, pedestrian connections, and responsibility for any future road or sidewalk improvements;
- The intended long-term ownership and operation of the development, including whether the project is intended as a purpose-built rental development; and,
- The *Planning Act* approval process, Council's decision-making options, future approval stages, and potential Ontario Land Tribunal (OLT) considerations.

Strategic Plan Alignment:

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

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

Conclusion:

The statutory public meeting has been completed and the first round of technical review has been undertaken. The applicant has received a comprehensive Return of Comments Package outlining matters requiring clarification, refinement, and further technical review.

While the Subject Lands are designated for high density residential development and the review process has identified a potential path forward for the application, several planning and technical matters remain unresolved. Most notably, formal comments from the Ministry of Transportation have not yet been received and the implications of any future MTO requirements remain unknown.

The application is subject to the *Planning Act* decision timelines, with the statutory decision period expiring on August 18, 2026. Given the nature of the outstanding matters, Staff are not currently in a position to make a recommendation on this application. Continued review of the application, including receipt of a revised submission and any remaining agency comments, represents the most appropriate path forward. Staff remain committed to processing this application and will return to Council with a future recommendation report once additional information has been received and reviewed.

Appendices:

a. Submission 1 Return of Comments Package
b. July 2026 Ministry of Transportation Correspondence and February 2026 Ministry of Transportation Pre-Consultation Comments
c. Written Comments Received to-date

Respectfully submitted,

Kelly Martel, MCIP, RPP
Planning Manager
905-228-8130
kelly.martel@portcolborne.ca

Report Approval:

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

PORT COLBORNE
PLANNING AND DEVELOPMENT DEPARTMENT

Municipal Offices: 66 Charlotte Street
Port Colborne ON L3K 3C8
www.portcolborne.ca
T (905) 228-8124
F (905) 834-5746
E planning@portcolborne.ca

July 8, 2026

Attn: Denise Landry

RE: Return of Comments Package
Zoning By-law Amendment Application
434 and 484 Barrick Road, Port Colborne
Our File: D14-03-26

This letter is intended to provide an update on the review status of the above-noted Planning Act application and includes a summary of all comments received to-date from agencies and departments.

Application Chronology

The application was deemed complete on May 20, 2026, and was circulated for comment to agencies and departments on May 22, 2026.

Summary of Proposed Development

The proposed development is six (6), six-storey apartment buildings, each containing 62 units; a two-storey parking structure; and a one-storey commercial building. The Zoning By-law Amendment proposes to change the zoning of the subject lands from Institutional with a Special Provision 37 and a Holding Provision (I-37-H) Zone and Third Density Residential (R3) Zone to a site-specific Fourth Density Residential (R4-XX) Zone.

Submission 1

The following documents were included with Submission 1:

- Planning Justification Report, No Date, prepared by Nethery Planning.
- Traffic Impact Study, dated May 12, 2026, prepared by GHD Ltd.
- Conceptual Site Plan, dated October 31, 2025, prepared by Marsh Katsios Architect Inc.
- Urban Design Brief, dated May 12, 2026, prepared by Dunsire Properties Inc.
- Functional Servicing Report, dated May 2026, prepared by Upper Canada Consultants.
- Conceptual Landscape Plan, dated May 13, 2026, prepared by Adesso Design Inc.

- Environmental Impact Study, dated July 23, 2025, prepared by RJ Burnside & Associates Ltd.
- Application Form and Cover Letter, dated May 14, 2026, prepared by Nethery Planning.
- Draft Zoning By-law Amendment, dated May 2026, prepared by Nethery Planning.

Technical Review Status

As part of our review, the submission has been circulated to applicable internal departments and external agencies for technical review and comment. The purpose of this review is to assess the proposal's conformity with applicable City standards, regulations, and policies, and to identify any technical matters that must be addressed prior to proceeding to approval.

A comment matrix is attached to this letter. The general comments are also summarized below, for ease of reference. Where applicable, outstanding comments will need to be addressed to the satisfaction of the reviewing agency or department as part of a subsequent submission. Formal comments from the Ministry of Transportation (MTO) remain outstanding and may result in additional revisions to the proposal once received.

Planning

Planning Staff have reviewed the submission. While we are generally supportive of the development of the subject lands for high-density residential and neighbourhood commercial uses, some revisions and additional information are required to support a complete review of the proposed Zoning By-law Amendment.

Through our review, we have identified some items that require refinement within the zoning framework. In particular, the proposal includes a two-storey parking structure and neighbourhood commercial uses; however, additional zoning provisions are required to appropriately implement and regulate these components. Staff also note that a detailed zoning matrix was not included as part of the submission, making it difficult to confirm compliance with certain zoning requirements.

Opportunities to further refine elements of the site layout, particularly as they relate to parking, landscaping, pedestrian connectivity, and amenity areas have also been identified.

The submitted draft amendment was prepared using an outdated template and will require revision. Further updates to the zoning framework will also be required to address matters identified through agency and departmental review, including Holding Provisions related to wastewater servicing capacity and archaeology.

We understand that archaeological investigations remain ongoing and the full implications for the site and development proposal are not yet known. As additional information becomes available through the archaeological process, further refinement of the archaeological Holding Provision and related development considerations may be required.

Formal comments from the Ministry of Transportation (MTO) remain outstanding. While Staff are not suggesting that the application should be delayed pending completion of the MTO review, greater clarity is required regarding how the proposal may be affected should the Highway 58 access not proceed as currently contemplated. Depending on the outcome of the MTO review, implications may extend beyond site plan matters and require reconsideration of certain aspects of the proposed zoning framework.

Ultimately, a resubmission that addresses matters identified through review is required. Staff are committed to working collaboratively with the applicant to address these matters and identifying an appropriate path forward for the application.

Development Engineering

City Engineering Staff have reviewed the Functional Servicing Report and note that additional servicing analysis is required. Additional modelling and analysis will be required to determine the extent of any infrastructure upgrades that may be necessary to support the proposed development. More detailed engineering review will continue through future submissions and subsequent Planning Act approvals.

Niagara Region

Niagara Region has advised that the Steel Street Sewage Pumping Station currently has limited available capacity and cannot accommodate the development as proposed at this time. As a result, the Region is requesting that a Holding Provision be applied to the zoning until adequate wastewater servicing capacity has been demonstrated to the satisfaction of the Region. The Region has also advised that future submissions should include additional servicing information and evaluate servicing requirements on a phase-by-phase basis should the development proceed in phases.

The Region further notes that waste collection for the development is expected to be the responsibility of the owner through a private waste collection contractor and that future development approvals will need to address waste management arrangements accordingly.

Fire Prevention

Port Colborne Fire and Emergency Services have reviewed the application and have no objection to the Zoning By-law Amendment at this time. More detailed comments may be provided during future Site Plan review.

Conservation Authority

The Niagara Peninsula Conservation Authority (NPCA) has advised that there are no regulated features on the subject property and has no comments on the application.

Utility Agencies

Enbridge Gas has advised that it has no objection to the application at this time, while reserving the right to amend or add conditions as the review proceeds. Hydro One has advised that it does not provide comments at the Zoning By-law Amendment stage and will undertake review, if required, through future development approvals. TC Energy has confirmed that it does not have any pipelines crossing the subject lands.

District School Board of Niagara (DSBN)

DSBN has reviewed the application and has no objection. The Board has requested that internal sidewalks be provided within the development to facilitate pedestrian travel to schools and school bus stop locations.

Ministry of Transportation

Comments from the Ministry of Transportation remain outstanding at the time of issuance of this Return of Comments Package. As Highway 58 (West Side Road) falls within the MTO's jurisdiction, the Ministry's review will be an important component of the overall evaluation of the application, particularly as it relates to site access and transportation considerations.

Once formal comments are received from the MTO, additional revisions to the proposal, supporting studies, site layout, phasing strategy, or zoning framework may be required. Staff will continue to work collaboratively with the applicant and the MTO as the review progresses.

Next Steps

Based on the review completed to date, Staff have identified some outstanding matters requiring clarification, revision, or further technical review. While Staff generally support the development of the subject lands for high-density residential and neighbourhood commercial uses, additional information is required before

proceeding to a recommendation report. The attached comment matrix outlines these items in detail and should form the basis of the applicant's next submission.

Staff note that comments from the Ministry of Transportation (MTO) remain outstanding and are therefore not reflected in the attached comment matrix. Additional revisions may be required once the Ministry's review has been completed.

The applicant is requested to prepare a resubmission that includes a comprehensive response to the comment matrix, together with any revised plans, studies, technical reports, and draft zoning materials necessary to address outstanding comments (note: comments from the public are included for information purposes only and there is not an expectation that responses be provided by the applicant to these and staff acknowledge that the applicant provided responses to the questions of Council at the meeting).

Staff remain committed to working collaboratively with the applicant and consulting team as the review progresses and look forward to continuing discussions aimed at addressing the outstanding matters and advancing the application toward a supportable form. Should you have any questions regarding the attached comments, or wish to discuss the application in greater detail, please do not hesitate to contact Erik Acs (erik.acs@portcolborne.ca) or myself.

Thank you,

Kelly Martel, MCIP, RPP
Planning Manager

NO.	COMMENTING GROUP	
1.0	Planning Comments	PAGE 2
2.0	Engineering Comments	PAGE 10
3.0	Port Colborne Fire Comments	PAGE 11
4.0	Niagara Region Comments	PAGE 11
5.0	NPCA Comments	PAGE 13
6.0	Enbridge Comments	PAGE 13
7.0	HydroOne Comments	PAGE 13
8.0	TC Energy Comments	PAGE 13
9.0	District School Board of Niagara Comments	PAGE 14
10.0	MTO Comments	PAGE 14
11.0	Comments from Council at July 7 Statutory Meeting	PAGE 14
12.0	Comments from members of the Public at July 7 Statutory Meeting	PAGE 15

1.0 Planning Comments	
Contact: Kelly Martel, kelly.martel@portcolborne.ca	
SUMMARY OF THE REQUESTED ZONING BY-LAW AMENDMENT	
a)	The Subject Lands are currently split zoned, with the property municipally addressed 434 Barrick Road being zoned Third Density Residential (R3); and, the recently created severed property municipally addressed as 484 Barrick Road being zoned Institutional with Special Provision 37 and a Holding Provision (I-37-H). Section 7.2 and 31.2 of the City of Port Colborne Zoning By-law 6575/30/18 outline the permitted uses of the R3 and Institutional Zones. By law 7387/78/25, being a By-law to amend the City of Port Colborne Zoning By-law, outlines the particulars of Special Provision 37 which, notwithstanding Section 31 of By-law 6575/30/18, apply the regulations of a 50-metre minimum lot frontage and a 1.2-hectare minimum lot area. In the City of Port Colborne Zoning By-law, "Apartment Building" is defined as a 'building divided vertically and horizontally, or horizontally into five or more dwelling units each with its own entrance either separately or from a common vestibule, stairway or hallway'. "Commercial" is defined as 'when used in reference to a building, structure, lot or use means pertaining to the buying or selling of commodities or the supplying of services for remuneration'. Apartment and Commercial are not permitted uses in the R3 or 1-37-H Zones. Thus, an amendment is required to rezone the subject site to allow for the proposed development of six (6) six-storey apartment buildings, each containing 62 units, for a total of 372 units; a two-storey parking structure; and a one-storey commercial building. The Zoning By-law Amendment proposes to change the zoning of the Subject Lands municipally known as 434 and 484 Barrick Road from the existing Institutional with Special Provision 37 and a Holding Provision (I-37-H) and Third Density Residential (R3) Zone to a site-specific Fourth Density Residential (R4-XX) Zone. The proposed site-specific provisions being requested include: • In addition to the uses permitted in the R4 Zone, all the uses permitted in 19.2 of Zoning By-law 6575/30/18 shall also be permitted. • Notwithstanding Section 8.7(h) of Zoning By-law 6575/30/18, the maximum permitted building height shall be 22 metres.
1.1	**OFFICIAL PLAN ASSESSMENT**
The Subject Lands are located in the Urban Boundary and designated Urban Residential in accordance with Schedule A of the Official Plan. Section 3.2 of the Official Plan outlines the range of residential uses permitted in the Urban Residential designation. The site has frontage on a collector road (Barrick), allowing the site to be considered High Density Residential based on the locational criteria set out in the Official Plan. Policy 3.2.1 c) sets out the policies of the High Density Residential designation. Staff have reviewed the development as it relates to the applicable policies of the Official Plan and note the following:	
a)	Policy 2.2 c) and 2.2 e) i) direct urban growth to lands that fall within the designated Urban Area Boundary which is serviced by municipal water and sanitary services, and support infill and intensification, subject to the applicable policies, in the Urban Residential Designation. • The development is designated Urban Residential and within the Urban Area Boundary. The proposed development of six (6) six-storey apartment buildings comprising of 372 total units (62 units/building) aligns with the policy to direct development in these areas.
b)	Policy 2.3.1 c) emphasizes promoting residential intensification in the urban area that encourages a mix of housing types and densities appropriate to location. • Planning staff acknowledge that urban area residential intensification is supported by the Official Plan and the proposed six (6) six-storey apartment of equally mixed one- and two-bedroom apartment buildings contributes to this goal.
c)	Policy 3.2.1 c) i), ii), and iii) set out that High Density Residential are developed as apartments that range in density from 70 to 100 units per net hectare; will have frontage on an arterial or collector road, and; will have commercial or ground oriented residential uses on the main floor.

	• The provided site plan indicates the subject lands are approximately 6.59 hectares in area, with a net development area of 4.097 hectares. The unit count of 372 on these properties would result in a density of about 90.8 units per hectare, which is within the set threshold outlined by Policy 3.2.1 c) i) of the Official Plan. • The site is configured in a way that it is adjacent to both provincial highway West Side Road (Highway 58) and collector road Barrick Road. Based on Section 38 of City of Port Colborne Zonin By-law, the frontage of the Subject Lands is along Barrick Road, thus satisfying the requirement set out by Policy 3.2.1 c) ii) of the Official Plan. • Staff note that no architectural floor plans have been provided to confirm whether the apartment buildings incorporate ground-oriented residential or commercial uses on the main floor, as required by Policy 3.2.1 c) iii). While the site statistics reference indoor amenity space within each building, the submitted drawings do not identify the location of these spaces or confirm whether they are situated at grade. A separate one-storey commercial building (558m²) is also proposed; however, this does not demonstrate how the apartment buildings themselves address the requirement. **In order to confirm conformity with the Official Plan, further clarification is required from the applicant regarding the siting and function of ground floor space within each building, and whether it meets the intent of "ground-oriented residential or commercial uses."**
d)	Policy 3.2.1 d) i) and ii) provide more specific policy direction regarding commercial uses, outlining that new residential development proposals shall consider the provisions of neighbourhood commercial within a lot, block or building that has frontage on a collector or arterial road, and provide a neighbourhood commercial use within a five-minute walk of residential uses; and, new residential development proposals shall provide 150 square metres of neighbourhood commercial for every 100 housing units of residential development. • The provided site plan proposes a one-storey commercial building, indicating 558 square metres of commercial coverage. Staff recognize that this is adequate for the 372 units proposed using the 150 units per square metre that is set out by Policy 3.2.1 ii) of the Official Plan.
1.2	**ZONING REVIEW – R4 PROVISIONS**
a)	**Section 8.2** outlines the permitted uses for the Fourth Density Residential (R4) Zone, including detached, semi-detached, duplex, triplex, fourplex, block townhouse, and street townhouse dwellings, apartment buildings, public apartment buildings, and boarding or lodging houses. • The applicant proposes to have a 558 square metres for a commercial building which is not listed as a permitted use. The Zoning By-law Amendment application is requesting site-specific relief to permit all the uses in the Neighbourhood Commercial (NC) Zone (Section 19.2 of the Zoning By-law). Planning Staff are in support of including the permitted uses in Section 19.2 to allow the addition of a 558 square foot commercial building to the site, as this is required in order to meet Official Plan policy. • Staff note that a parking garage/parking structure is not currently defined or permitted within the Zoning By-law, and no provisions exist to regulate this type of use. As the proposal includes a structured parking component, the Zoning By-law Amendment must be updated to recognize and appropriately regulate the use. **The applicant should revise the proposed amendment to address the parking garage/parking structure and submit the updated zoning schedules and text with the next resubmission.**
Section 8.7 of the Zoning By-law sets out the zoning requirements for apartment buildings. Planning Staff have provided the following comments on each respective provision of Section 8.7:	
b)	Minimum Lot Frontage: • The Minimum Lot Frontage required is 18 metres. The applicant has proposed a lot frontage of 152.24 metres. Planning Staff are unable to determine compliance with the Zoning By-law because the reference point incorrectly uses West Side Road as the front lot line. The true front lot line is along Barrick Road, as defined by Section 38. **Based on the provided drawings, it appears that the frontage along Barrick Road meets the minimum requirement. However, a revised submission with an updated matrix that clarifies the frontage using the proper reference point is required.**
b)	Minimum Lot Area per Unit: • The Minimum Lot Area per Unit required is 125 square metres per unit. Staff acknowledge that this provision is met, as the applicant has proposed a site area of 65,921.9m² with 372 total units, which results in 177.21m² per unit.

c)	Minimum Front Yard: • The Minimum Front Yard required is 9 metres. The applicant has proposed a minimum front yard of 45.78 metres. Planning Staff are unable to determine compliance with the Zoning By-law because the reference incorrectly uses West Side Road as the front lot line. The true front lot line is along Barrick Road, as defined in Section 38. **Based on the provided drawings, it appears that the front yard using the Barrick Road front lot line meets the minimum requirement. However, a revised submission with an updated matrix that clarifies the front yard using the proper reference point is required.**
d)	Minimum Interior Side Yard: • The Minimum Interior Side Yard required is 3 metres. The applicant has proposed a minimum interior side yard of 22.63 metres. Planning Staff are unable to determine compliance with the Zoning By-law because the reference point incorrectly uses West Side Road as the front lot line. The true front lot line is along Barrick Road, as defined in Section 38. **Based on the provided drawings, it appears that the interior side yard using the Barrick Road front lot line meets the minimum requirement. However, a revised submission with an updated matrix that clarifies the interior side yard using the proper reference point is required.**
e)	Minimum Corner Side Yard: • This requirement is not applicable as the subject site is not a corner lot.
f)	Minimum Rear Yard • The Minimum Rear Yard required is 6 metres. The applicant has proposed a minimum rear yard of 6 metres. Planning Staff are unable to determine compliance with the Zoning By-law because the reference point incorrectly uses West Side Road as the front lot line. The true front lot line is along Barrick Road, as defined in Section 38. **Based on the provided drawings, it appears that the rear yard using the Barrick Road front lot line meets the minimum requirement. However, a revised submission with an updated matrix that clarifies the rear yard using the proper reference point is required.**
g)	Maximum Lot Coverage • The Maximum Lot Coverage required is 40%. The applicant has proposed a lot coverage of 21%. Based on the information submitted, Planning Staff acknowledge that this provision appears to be met.
h)	Maximum Height • The Maximum Height required is 20 metres. The applicant has proposed a maximum height of 22 metres. The proposed maximum height exceeds the Zoning By-law requirement and relief is requested through the site-specific R4 Zone. The applicant has submitted an Urban Design Brief and Shadow Study which indicate that shadowing will be largely contained on-site, with limited spillover onto adjacent dwellings on Barrick Road. The Urban Design Brief also identifies a 34-degree angular plane (below the recommended 45 degrees). **Staff could support an increase in height, however, further information is required to better understand the interface with adjacent low-rise residential uses, particularly as it relates to buildings 3, 4 and 5, to mitigate impacts.**
i)	Minimum Landscaped Area • The minimum landscaped area required is 25%. The applicant has identified a landscaped area of 25% (10,163.3 m²). Staff note that the submitted plans indicate the 14-metre highway setback adjacent to West Side Road has been incorporated into the landscaped open space calculation. While this area may appropriately contribute toward the minimum landscaped area requirement of the Zoning By-law, Staff note that the overall site layout and landscape treatment appear substantially similar to the concept reviewed through pre-consultation. As such, the increase in landscaped area appears to be attributable, at least in part, to a revised calculation methodology rather than significant changes to the overall site design. Staff request that the applicant provide additional information demonstrating how the landscaped open space calculation has been derived and identifying the areas included within the calculation.

	• Staff further note that the inclusion of the highway setback within the landscaped open space calculation highlights the extent to which portions of the site's landscaped area are concentrated along the periphery of the development. As noted elsewhere in this review, Staff continue to see opportunities to strengthen the integration of landscaping, amenity areas, pedestrian connections, and building placement throughout the site.
j)	Minimum Floor area for a Unit • The Minimum Floor area for a Unit required is 50 square metres. Planning Staff note that **no floor area information was provided. Further clarity is requested from the applicant to confirm compliance with this requirement. This could be in the form of a revised zoning matrix shown on the Site Plan that demonstrates that the required minimum floor area is met on the site.**
1.3	**ZONING REVIEW – GENERAL PROVISIONS**
a)	Section 2.6 – Multiple Uses on a Lot • The applicant proposes multiple uses on the subject lot. Section 2.6 a) states that multiple uses are permitted on a lot, and all provisions of the Zoning By-law relating to each use shall be complied with**. Planning Staff need further information to understand what zoning provisions apply to the commercial building. Based on the submitted Draft Zoning By-law Amendment, the commercial use is permitted. However, no standards for the commercial use have been applied. A revised Zoning By-law Amendment needs to establish the parameters of the commercial building.** • The applicant proposes a parking structure, which is currently not a defined term nor a permitted use. Accordingly, **Planning Staff require a revised Zoning By-law Amendment to introduce the term, establish the applicable zoning provisions outlining the parameters for the structure, and enable its use.**
b)	Section 2.18 – Outdoor Storage • The applicant proposes outdoor storage. Section 2.18 states that outdoor storage or garbage storage areas shall only be permitted in an interior side yard or a rear yard, unless where otherwise noted. **Planning Staff require further clarity from the applicant to understand the function of outdoor storage, its location, and if it meets the provision of Section 2.18.**
c)	Section 2.19 – Encroachments • The applicant does not provide any relief or alternate standard for any encroachments. **It is our assumption that any encroachments will meet the standard. Should relief from Section 2.19 be needed, staff request that it be addressed through a revised Zoning By-law Amendment. If relief is not required, staff request confirmation from the applicant in the next submission.**
1.4	**ZONING REVIEW – PARKING PROVISIONS**
a)	Section 3.1.1 – Parking Space Requirements for Residential Uses • The proposal satisfies the minimum parking requirements of the Zoning By-law by providing approximately 2 parking spaces per dwelling unit, where 1.1 spaces per dwelling unit are required. Consistent with comments provided during pre-consultation, Planning Staff remain concerned that the amount and layout of parking may detract from the overall site design and result in parking becoming a dominant feature of the development. **The applicant is encouraged to review opportunities to reduce the overall parking supply or redesign the parking layout to better support the built form, landscaping, and pedestrian experience. Any proposed revisions should be included with the next resubmission.** Section 3.1.2 – Parking Space Requirements for Non-Residential Uses • **The submission does not identify the parking requirements associated with the proposed commercial uses**. As parking requirements for non-residential uses are established under Section 3.1.2 of the Zoning By-law, the applicant must provide additional information to demonstrate compliance. **Staff request that the applicant provide a resubmission that includes a revised zoning matrix identifying the proposed commercial uses, the applicable parking rate, the number of required parking spaces, and how those spaces will be accommodated on-site.**

b)	Section 3.2 – Parking Space Dimensions • The minimum requirements for a Standard Parking Space are a width of 2.6 metres and a depth of 5.2 metres. Planning Staff acknowledge that this provision is met by the applicant. • The minimum requirements for a Standard Parking Space Obstructed on One Side are a width of 3 metres and a depth of 5.2 metres. Planning Staff acknowledge that this provision is met by the applicant. • The minimum requirements for an Accessible Space are a width of 3.7 metres and a depth of 5.2 metres. **The provided drawings indicate one standalone accessible space that measures 2.4 metres wide and 5.2 metres deep. Planning Staff acknowledge that this provision does not meet the requirement of the Zoning By-law. Staff require the applicant to revise the drawings to address this deficiency through a resubmission.** • The minimum dimensions for two accessible parking spaces located side by side are 2.6 metres in width and 5.2 metres in depth for each space, together with a 2.6 metre-wide shared access aisle. The conceptual site plan identifies 17 accessible parking spaces. **12 of the accessible parking spaces arranged side by side do not comply with the minimum dimension requirements of the Zoning By-law. The applicant must revise the parking layout to demonstrate compliance with the required accessible parking space and access aisle dimensions. Updated drawings addressing this deficiency should be included with the next resubmission.**
c)	Section 3.3 – Accessible Parking • The minimum number of required standard parking spaces is 409. Accordingly, the minimum number of accessible parking spaces for a parking lot that requires between 401 and 500 parking spaces is 12. The applicant proposes 17 accessible parking spaces. Planning Staff acknowledge that this provision is met.
d)	Section 3.6 – Encroachment into Yards • A parking space, bicycle parking spaces, or parking area are permitted within any yard but is not permitted within a required landscape buffer, a landscape open space area or a sight triangle. Planning staff acknowledge that this provision is met.
e)	Section 3.7 – Ingress and Egress Standards • Required parking spaces shall have adequate access from an improved or unimproved road for vehicle entry and exit via driveways, aisles, or similar areas. **Section 3.7 b) requires a minimum unobstructed width of 7.5 metres where two-way traffic is permitted. The applicant is proposing a width of 6.7 metres where two-way traffic will be permitted. Planning Staff note that this provision does not meet the requirement of the Zoning By-law. Staff require the applicant to revise their drawings or Zoning By-law Amendment to address this deficiency through a resubmission.**
f)	Section 3.10 – Loading Spaces • Access to loading spaces shall be a means of a driveway at least 3.5 metres in width, contained within the lot on which the loading spaces are located and leading to either an improved or unimproved road or lane not less than 7.5 metres in width. **The applicant proposes a 6.7 metre wide road or lane that the loading spaces lead to. Planning Staff note that this provision does not meet the requirement of the Zoning By-law. Staff require the applicant to address this deficiency through a resubmission.** • A loading space shall be a minimum 3.5 metres by 9 metres with a minimum clearance height of 4 metres. The applicant proposes a 3.6 meters by 12 metres loading space. Planning Staff acknowledge that this provision is met.
g)	Section 3.11 – Landscape Provisions for Parking Areas Section 3.11.1 – Landscape Buffer Provisions • For parking areas with 100 or greater spaces, the minimum landscape buffer is 6 metres for a lot line abutting a public road, 3 metres for a lot line not abutting a public road, and 4 metres for a lot line abutting a Residential, Institutional, or Public and Park Zone. **While the submitted concept and landscape plans identify landscaped areas throughout the site, the submission does not provide sufficient information to confirm compliance with the applicable parking lot landscape buffer requirements. In several locations, particularly where parking areas abut Residential and Institutional lands, compliance with the required buffer widths is not evident from the plans provided. Staff**

	request that the applicant submit a revised zoning matrix and/or detailed landscape buffer schedule identifying the required and proposed landscape buffer widths surrounding the parking areas to demonstrate conformity with Section 3.11.1 of the Zoning By-law. Section 3.11.12 • The Zoning By-law requires a minimum landscaped open space area equivalent to 10% of the parking area for parking lots containing 100 or more spaces. Based on the conceptual site plan and landscape plan, the proposal appears to incorporate landscaped islands and planting areas throughout the parking fields; however, the submission does not include sufficient information to confirm compliance with Section 3.11.12. **Staff would ask that applicant provide a revised zoning matrix identifying the total parking area, the landscaped open space area, and the corresponding percentage of landscaped open space to demonstrate compliance with the Zoning By-law. This information should be included with the next submission.**
h)	Section 3.13 – Bicycle Parking Spaces • The Zoning By-law requires each bicycle parking space to have a minimum length of 1.8 metres and a minimum width of 0.3 metres. While the submitted drawings identify the bicycle parking spaces, they do not provide sufficient dimensions to confirm that the minimum length requirement has been met. **Staff would ask that applicant provide a revised zoning matrix and concept site plan that identifies the dimensions of the bicycle parking spaces as part of the next submission.** Section 3.13.1 – Required Bicycle Parking • Residential buildings with 10 or more dwelling units require a minimum of 6 bicycle parking spaces plus one for every additional 10 dwelling units above 20. The applicant is proposing six apartment buildings with 62 units each, therefore 10 spaces for each building is required. The applicant is proposing 14 bicycle parking spaces for each apartment building, for a total of 84 spaces. Planning Staff acknowledge that this provision has been met. • Commercial uses require a minimum of one space per 1000 square metres of gross floor area. The applicant is proposing 558 square metres of gross floor area for a commercial building, with no bicycle parking spaces provided. Planning Staff acknowledge that this provision has been met.
1.5	**ZONING REVIEW – OVERALL COMMENT**

This zoning review is based on the materials submitted to date. Through our review, Staff have identified a number of areas requiring clarification and revision prior to proceeding with further evaluation of the application. The applicant remains responsible for demonstrating conformity with all applicable Zoning By-law provisions, including both general and site-specific regulations. At this stage, the application proposes site-specific permission for Neighbourhood Commercial uses and relief from the maximum height provisions of the Zoning By-law. Staff are generally supportive of introducing Neighbourhood Commercial uses on the subject lands as a means of implementing applicable Official Plan policy; however, additional information is required to fully assess the proposal and determine conformity with the Zoning By-law. Staff ask that the following be included and/or addressed through the resubmission:
 	
• Confirmation of floor areas for units to demonstrate compliance with the requirements of the Zoning By-law (50 square metres minimum);
• A detailed zoning matrix that includes all items flagged for inclusion and/or revision through this review, including but not limited to:
  ○ The methodology used for lot frontage and setback measurements (including front, rear, and interior side yards), to ensure they are consistent with the intent of the Zoning By-law (specifically with respect to the identification of Barrick Road as the front lot line);
  ○ Landscaping provisions, particularly buffered areas adjacent to Residential and Institutional Zones;
  ○ The methodology used to calculate landscaped open space and lot coverage, including identification of any areas included within those calculations
  ○ Accessible parking space dimensions;
  ○ Bicycle parking space dimensions;
  ○ Driveway/ drive aisle widths;
• Clarified approach related to the parking structure and zoning implementation; and,
• Clarified approach related to parking requirements for the commercial use.
 	
Staff also note that the Zoning By-law Amendment submitted by the applicant appears to be in an out-dated template. A revised Zoning By-law Amendment should be prepared that meets the template standard. We have provided samples for reference.	

1.6	GENERAL PLANNING REVIEW AND COMMENTS
a)	The Planning Justification Report submitted by the applicant notes that prior to submitting the application, the applicant and their agent hosted a community meeting on March 26, 2026 at the Christian Life Assembly (484 Barrick Road). While Staff acknowledge that this meeting occurred outside of the formal planning process, no supporting materials or summary of the engagement has been provided. Specifically, staff have not been provided with information respecting the materials presented, level of attendance, feedback received, or whether any revisions to the proposal were made in response to public input. As such, the extent to which the proposal has been informed by this engagement cannot be confirmed. **Staff would like to better understand how this meeting influenced the proposal submitted with the formal application.**
b)	Staff note that in late 2025, Council approved a reduced parking rate for apartment uses (1.1 spaces per unit). The development concept proposes a parking ratio of 2.0 spaces per unit, which significantly exceeds our minimum standard. While Staff acknowledge that there is no maximum parking standard, we are seeking to better understand the parking demand analysis or other metrics that are informed by the proposed parking supply. In this regard, Staff would benefit from additional information, such as a parking needs assessment (as identified through the February 2026 pre-consultation), to help demonstrate how the proposed rate responds to anticipated demand and site context. From a site design perspective, Staff also note that while the proposal meets the minimum 25% landscaped area requirement, the current layout appears to rely on smaller, fragmented landscaped areas that primarily function to buffer parking stalls. **We would like to understand whether there may be opportunities to reduce or refine the parking supply to support a more functionality and quality of the site layout and public realm. Staff offer these comments for consideration and would welcome further information or exploration of alternative approaches that continue to meet site-specific parking needs while supporting broader planning and design objectives.**
c)	According to the phasing plan, the development is proposed to proceed in four phases. Staff note that access from Highway 58 (West Side Road) is proposed to serve the development beginning with Phase 1, while the Barrick Road access is not proposed to be constructed until Phase 4 (full build-out). As of the date of these comments, formal comments from the Ministry of Transportation (MTO) remain outstanding. Staff note, however, that discussions held through the pre-consultation process indicated that the MTO may have concerns regarding the proposed access to Highway 58, which is subject to the MTO's review and approval. Staff note that the ultimate feasibility of the proposed development concept remains tied, in part, to the proposed access strategy and the outcome of the MTO's review of the Highway 58 access. At this time, it remains unclear what implications, if any, the MTO's review may have on the proposed development concept, phasing strategy, site layout, transportation network, or ultimate unit yield. While Staff are generally supportive of the proposed redevelopment and are not currently suggesting that the application should be delayed pending MTO review, greater clarity is required regarding how the application may be affected should the Highway 58 access not proceed as currently contemplated. Depending on the outcome of the MTO review, there may be implications for the development concept that could extend beyond site plan matters and require reconsideration of certain aspects of the proposed zoning framework. **As discussions with the MTO continue, Staff encourage the applicant to identify any potential implications that changes to the proposed access arrangement may have on the overall development concept, phasing strategy, transportation network, and ultimate unit yield. Staff remain willing to work collaboratively with the applicant to determine an appropriate path forward once the MTO's position is known and any resulting impacts on the application can be fully assessed.**
d)	The Urban Design Brief identifies a number of objectives related to public realm activation, pedestrian-oriented design, landscaping, and the creation of a high-quality residential environment. Staff appreciate the effort to articulate these objectives and acknowledge that the proposal generally aligns with the City's objective of supporting additional housing and neighbourhood commercial uses in this location. The Urban Design Brief states that the development provides "additional greenspace through generous setbacks throughout the site." Staff note that this characterization is difficult to fully assess based on the information submitted. The proposal includes a comprehensive landscape treatment with perimeter buffering, foundation plantings, traffic island landscaping, and an outdoor amenity

	area. However, much of the landscape program is integrated within, or adjacent to, parking and circulation areas. As a result, Staff continue to see opportunities to strengthen the relationship between buildings, amenity areas, pedestrian spaces, and landscaped open spaces throughout the development. As noted during pre-consultation and elsewhere in this review, there may be opportunities to strengthen the relationship between buildings, landscaped areas, pedestrian circulation and connections, and parking areas. While Planning Staff acknowledge that many aspects of the proposal appear capable of meeting the applicable planning and zoning framework, additional rationale would be beneficial regarding the proposed parking strategy, including the role, necessity, and integration of the parking structure within the overall site design. **Staff are not suggesting that the proposed development concept is inappropriate and appreciate that the proposal appears to be capable of satisfying many of the applicable zoning requirements; however, we would encourage the applicant to explore opportunities through continued refinement of the site layout to further strengthen the relationship between buildings, landscaped areas, pedestrian circulation and connections, and opportunities to reduce, consolidate, or reconfigure parking areas.**
e)	Based on comments received, planning staff understand that servicing capacity constraints have been identified through engineering review. Staff acknowledge that servicing constraints may be addressed through future infrastructure improvements, inflow and infiltration reduction measures, and/or further technical analysis. However, until such time as adequate wastewater servicing capacity has been confirmed, **planning staff are supportive of the Region's request to implement a Holding Provision as part of the Zoning By-law Amendment to ensure development does not proceed in advance of available servicing capacity. Accordingly, we request that the applicant revise the proposed Zoning By-law Amendment to include an appropriate Holding Provision, to be removed only once sufficient wastewater servicing capacity has been demonstrated to the satisfaction of the City, Niagara Region, and any other applicable approval authority. Potential language for the holding provision is provided below:** *"The "H" symbol shall, upon application by the Landowner, be removed by City Council passing a By-law under Section 36 of the Planning Act. The following conditions, if and as applicable, shall first be completed to the satisfaction of the City of Port Colborne:* ***a)*** *<u>Wastewater Servicing Capacity:</u> The owner has demonstrated, to the satisfaction of the City of Port Colborne, Niagara Region, and any other applicable approval authority, that sufficient wastewater servicing capacity exists to accommodate the proposed development and that all wastewater servicing requirements associated with the development have been addressed."*
f)	The lands municipally known as 484 Barrick Road are currently subject to a Holding (H) Provision relating to archaeological resources. The existing Holding Provision requires that appropriate Ministry acknowledgement be obtained for any required archaeological assessment(s) prior to development proceeding on the lands. Planning Staff acknowledge that archaeological investigations are currently underway and understand that further work, including a Stage 3 Archaeological Assessment, has been recommended. At the time of this review, confirmation has not been provided that all required archaeological assessment work has been completed, accepted by the Ministry of Citizenship and Multiculturalism (MCM), and entered into the Ontario Public Register of Archaeological Reports. As the archaeological requirements associated with the existing Holding Provision have not yet been satisfied, Staff require that an archaeological Holding (H) Provision be carried forward through the proposed Zoning By-law Amendment. **Staff further note that, as the archaeological review process remains ongoing, the ultimate implications of the archaeological findings for the development proposal are not yet known. Depending on the outcome of the assessment process, additional mitigation measures or modifications to the proposed development may be required. Staff will continue to work collaboratively with the applicant as the archaeological review progresses to determine the most appropriate approach to addressing any identified archaeological resources and implementing the necessary zoning provisions. At this time, the applicant should revise the proposed Zoning By-law Amendment to carry forward an archaeological Holding Provision. Potential language for the holding provision is provided below:**

	"The "H" symbol shall, upon application by the Landowner, be removed by City Council passing a By-law under Section 36 of the Planning Act. The following conditions, if and as applicable, shall first be completed to the satisfaction of the City of Port Colborne: ***b)*** *<u>Archaeology:</u> The owner has completed all archaeological assessment work required by the Province and the City, and confirmation has been received from the appropriate Ministry that the assessment(s) have been entered into the Ontario Public Register of Archaeological Reports. Any recommended mitigation measures, conservation measures, development restrictions, or other requirements arising from the archaeological assessment process shall be addressed to the satisfaction of the City prior to removal of the Holding Symbol."* **The final wording and removal conditions for the Holding Provision may require further refinement as additional information becomes available through the archaeological assessment process.**

2.0 Engineering Comments	
Contact: Chris Viccica, chris.viccica@portcolborne.ca	
2.1	**COST ESTIMATE**
a)	A cost estimate for on-site and off-site primary and secondary services, including landscaping, will be required at the time of Site Plan.
2.2	**FSR**
a)	Sanitary 1. Please be advised City staff recommend completing the City Sanitary Model, this is to confirm the current capacity for the development. Please provide the latest FSR with sanitary design sheet. 2. There is a selection of sanitary sewer along Northland Avenue from the West limit to Steele Street that identifies a potential "bottle neck". Both the City's Planning and Development Department and Public Works Staff have discussed possibilities in this location including a phased approval for both developments and sanitary sewer replacement project. It should be noted that this sanitary sewer will need to be replaced prior to occupancy. a. Significant rehabilitation and inflow and infiltration (I/I) reduction works have been undertaken within this sewer shed over the past several years. The City is currently in the process of calibrating its wastewater model and evaluating wet weather flows to compare pre- and post-rehabilitation conditions. While the specific impacts associated with the identified capacity constraint have not yet been confirmed, the City can prioritize and expedite further analysis for the Omer sewer shed, including the 200 mm sanitary sewer along Northland Drive. Where available, pre- and post-rehabilitation flow monitoring data will be provided to assist in assessing the potential impacts of the proposed development.

3.0 Port Colborne Fire Comments	
Contact: Charles Turpin, Fire Prevention Officer, charles.turpin@portcolborne.ca	
a)	Port Fire has reviewed the zoning change for the property and has no comment at this time. We will have further comments at site plan stage.

4.0 Niagara Region Comments	
Contact: Alexandra Reddon, alexandra.reddon@niagararegion.ca	
4.1	**SUMMARY**
a)	Regional staff are not opposed to the Zoning By-Law Amendment at this time, however, staff note that the Steel Street Sewage Pumping Station (SPS) has limited capacity and cannot accommodate the development at this time (please see Sanitary Pumping Station Capacity section). As such, **Regional staff recommend that a holding provision be implemented on the zoning until such time as it is confirmed that there is capacity in the Regional infrastructure at the Region's satisfaction.**
b)	Regional Comments - A pre-consultation meeting was held to discuss the proposal on February 12, 2026, with City staff in attendance. Regional staff provided written pre-consultation notes on February 11, 2026, to City staff. Comments pertaining to servicing and waste collection are provided in accordance with the Memorandum of Understanding (MOU) between the Region and the City of Port Colborne and must be addressed.
4.2	**SERVICING**
a)	Sanitary Pumping Station Capacity - The proposed development is within the Steel Street SPS, which experiences significant inflow/infiltration and has limited capacity. The Region's 2021 Water and Wastewater Master Servicing Plan indicated an upgrade to this station is required to accommodate anticipated growth; the Region is currently working on an EA for the overall servicing strategy in Port Colborne. The future upgrades/capital project have not been scheduled, and the applicant should be aware that project timing is subject to future budget reviews and Regional Council approval. - The applicant should be aware that **the station at this time is unable to accommodate the development at this time. The Region will require through future Planning Act applications the required conditions that ensure capacity is available at the station, though I/I reduction and/or station upgrade, prior to final approval of the development**. - For this reason, **future Planning Act applications are required to submit a functional servicing report (FSR) that evaluates the Regional pumping station and includes recent flow data completed by the City**. If the site is going to be phased, the FSR is to evaluate each phase with regard to capacity in the Regional infrastructure. - In addition, **Regional staff are requesting that a holding provision be implemented on the zoning until such time as it is confirmed that there is capacity in the Regional infrastructure**.

b)	Sewer Use By-law - Niagara Region has a Sewer Use By-Law that requires the owner/occupant of commercial, institutional, or industrial premises to install and maintain a suitable maintenance access point (manhole) at each sanitary connection to allow observation, sampling, and flow measurement of sewage effluent from the development. Each maintenance access point must be located entirely on the property of the owner, as close to the property line as possible. - The full requirements of the Region's Sewer Use By-Law are available online: https://www.niagararegion.ca/living/sewage/sewage-bylaw.aspx

4.3	**WASTE COLLECTION**
a)	Niagara Region provides curbside waste collection services for developments that satisfy its Procedure for Requirements for Waste Collection. The proposed development may be eligible to receive Regional collection provided that the owners/tenants bring the waste to the curbside on their designated collection day, and that the following limits are not exceeded: Multi-Residential: • Green – no limit (weekly collection) • Waste – 2 bags/cans per unit to a max. of 24 bags/cans per building (bi-weekly collection) Commercial: • Green – 8 green carts (weekly collection) • Waste – 8 bag/can limit (bi-weekly collection) Based on the size and nature of the proposed development, it is understood that the above waste collection limits will be exceeded, therefore, **waste collection for the subject property will be the responsibility of the Owner through a private waste collection contractor and not Niagara Region.** Future Planning Act applications (condominium and/or site plan control) are to include the intention for collection of the site, and clauses will be required in future development agreements to advise purchasers of the requirements for private collection. Circular Materials Ontario is responsible for the delivery of residential blue and grey box recycling collection services, and related information can be found at the following link: https://www.circularmaterials.ca/resident-communities/niagara-region/ The Owner is responsible for securing private recycling collection services for industrial, commercial, and institutional uses.
4.4	**CONCLUSION**
a)	Regional Infrastructure Planning and Development staff are not opposed to the Zoning By-Law Amendment application but note that the Steel Street SPS is unable to accommodate the development at this time. **Regional staff are requesting that a holding provision be implemented on the zoning until such time as it is confirmed that there is capacity in the Regional infrastructure to support the proposed developments to the Region's satisfaction.** If you have any questions regarding the above comments, please contact the undersigned at Alexandra.Reddon@niagararegion.ca, or Pat Busnello, Manager of Development Planning at Pat.Busnello@niagararegion.ca.

5.0 NPCA Comments	
Contact: Meghan Birbeck, Watershed Planner, mbierbeck@npca.ca	
a)	Please note that there are no regulated features on the subject property. As such the NPCA has no comments and will not require a further review or fees.

6.0 Enbridge Comments	
Contact: Willie Cornelio, Sr Analyst, Municipal Planning, MunicipalPlanning@Enbridge.com	
a)	Enbridge Gas does not object to the proposed application(s) however, we reserve the right to amend or remove development conditions. This response does not signify an approval for the site/development.

7.0 HydroOne Comments	
Contact: Land Use Planning Department, Hydro One Networks Inc., LandUsePlanning@HydroOne.com	
a)	Please be advised that Hydro One does not provide comments for the following application types: Official Plan Amendment (OPA), Zoning By-law Amendment (ZBA), Minor Variance, Temporary Use By-law, and Holding By-law Removal (H-Removal). Hydro One will undertake a review at subsequent stages of the planning process, including Site Plan(control, preliminary, minor), Draft plan of condominium, Draft plan of subdivision, Consent to sever, Communication/Monopole/Microwave tower proposal, Aggregate proposal (pit and quarry), and Niagara Escarpment Commission applications. Our preliminary review considers issues affecting Hydro One's 'High Voltage Facilities and Corridor Lands' only. For proposals affecting 'Low Voltage Distribution Facilities' the Owner/Applicant should consult their local area Distribution Supplier. Where Hydro One is the local supplier the Owner/Applicant must contact the Hydro subdivision group at subdivision@Hydroone.com or 1-866-272-3330. To confirm if Hydro One is your local distributor please follow the following link: Stormcentre (hydroone.com)

8.0 TC Energy Comments	
Contact: Ashley Anderson, Project Administrator, tcenergy@mhbcplan.com	
a)	On behalf of TransCanada PipeLines Limited (TCPL), please be advised that TCPL does not have any pipelines crossing the subject properties.

9.0 District School Board of Niagara Comments	
Contact: Aidan Hawkins, Planning Technician, planning@dsbn.org, 905-641-2929 Ext 54225	
a)	Thank you for circulating the District School Board of Niagara (DSBN) the above noted application/ for a Zoning By-law Amendment for the property municipally addressed as 434 and 484 Barrick Road in the City of Port Colborne. The application seeks to rezone the lands from Institutional (I) to Fourth Density Residential (R4) zone to facilitate this development. We understand the application proposes six six-storey apartment buildings, a one-storey commercial building and parking structure across 4 development phases. The apartment buildings will contain 62 units each for a total of 372 units in the development. Additionally, once complete the development plan includes 738 parking spaces. DSBN Planning staff has completed its review and has no objections to the application. Board staff request that, as a condition of approval, sidewalks be constructed within the development to facilitate student travel to school/bus stop locations.

10.0 MTO Comments	
Contact:	
a)	Please note that notice was circulated to the MTO on May 22, 2026. Follow up to the MTO was made with respect to this application on June 5, June 16, June 24 and July 6. As of the date of writing this matrix, we have not received formal comment from the MTO. As Highway 58 (West Side Road) falls within the MTO's jurisdiction, the Ministry's review will be an important component of the overall evaluation of the application, particularly as it relates to site access and transportation considerations. Once formal comments are received from the MTO, additional revisions to the proposal, supporting studies, site layout, phasing strategy, or zoning framework may be required. Staff will continue to work collaboratively with the applicant and the MTO as the review progresses.

11.0 Comments from Council at July 7 Statutory Meeting	
Contact: N/A	
a)	Approximation/ distance of homes rear yards to proposed buildings
b)	Phasing- approach/ which would be the first building/ phase
c)	With phasing, would it be based on sales/ rental vacancy or is there a timeframe in mind?
d)	If access cannot be obtained off 58, what's the alternative- what would be commercial use impacts be
e)	Intention to develop or flip?
f)	All of parking is around the perimeter- will there be fencing built, what will be done to mitigate impacts from parking/ lighting to neighbouring homes

g)	Rationale for height from 20 to 22m?
h)	Height/ overlook a concern. Did you consider single family or lower density development? 300+ is a large amount of units
i)	Can the sewer and water system handle this? Is there capacity?
j)	If there is a delay in capacity, what would be the effect of development- would it be permitted to proceed without capacity?
k)	Will the SWM pond be part of the landscaping?
l)	What if West Side Road access does not happen? Have you been actively looking for another access point to the area? Concern with Barrick road being the only/ primary
m)	Is there a way to address lighting impacts on surrounding houses to mitigate impact? Would there be an alternative approach?
n)	Sidewalks- would sidewalks be required internal? Building sidewalks to nowhere- is there something that can be done? With respect to the sidewalks and traffic issues that impact Barrick Road- wou the developer be charged for this? Who is responsible for the upgrades?

12.0 Comments from members of the Public at July 7 Statutory Meeting	
Contact: N/A	
a)	Written submission, in opposition to the proposal, with key themes summarized below: • Concerns with increased population and healthcare • Inquiries regarding school accommodation/ capacity • Concerns with traffic/ transportation • Concerns with infrastructure capacity • Questions with respect to staffing levels of emergency services • The need for parks/ open space • Concerns with cumulative impact of development/ reviews in isolation • Questions about property taxes and municipal operating costs • Request deferral of application
b)	Oral submissions, in opposition to the proposal, with key themes summarized below: • Concerns regarding the scale, density, height, and overall magnitude of the proposed development, including questions as to whether a lower built form (e.g., four storeys) could be consider • Concerns regarding the proposal's compatibility with the surrounding neighbourhood and its impact on Port Colborne's small-town character and sense of community. • Concerns regarding the City's ability to accommodate growth, including impacts on schools, healthcare services, transportation infrastructure, municipal servicing, and employment opportunit

	• Questions regarding housing affordability, including whether the proposal addresses affordability or simply increases housing supply. • Concerns regarding traffic, access, construction impacts, and pedestrian safety, including impacts on Barrick Road and Hillcrest Road, the proposed entrance/exit locations, and the lack of sidewalks in the area. • Concerns regarding potential impacts on quality of life, property values, crime, and neighbourhood livability. • Concerns that community feedback and local concerns were not adequately reflected in the applicant's submission materials. • Concerns regarding the pace of development approvals and whether growth is occurring more quickly than supporting infrastructure improvements. • Technical concerns regarding wastewater servicing capacity, particularly the need for further assessment of the Omer Avenue Pumping Station and the cumulative impact of additional development on the system. • Several speakers expressed opposition to the proposal and requested that any future development be more appropriately scaled to the surrounding area.

From: Ali, Usama (MTO)
To: Kelly Martel
Cc: Erik Acs; Taya Taraba
Subject: RE: 434 & 484 Barrick Road ZBA Comment request
Date: July 13, 2026 10:51:14 AM
Attachments: image001.png
RE 484 Barrick Road - Pre-Consultation Comments.msg
Re 434 and 484 Barrick Road - Zoning By-Law Amendment Notice of Complete Application.msg

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Good Morning Kelly;

I received a follow-up email from Taya on June 24th, but for whatever reason, I did not receive the May 22nd email. The link provided in the May 22nd still works and I will download the files later.

As for the comments on the ZBA, I provided comments on Fri 2026-02-27 8:35 AM. The comments sent on Fri 2026-02-27 8:35 AM should remain unchanged. I will review the downloaded files and respond accordingly.

Kind Regards,

Usama Ali
Corridor Management Planner (Hamilton/Niagara) | Corridor Management Office/Operations Division
Ministry of Transportation (Central Operations) | Ontario Public Service
416-457-8973 | usama.ali@ontario.ca

Ontario

Taking pride in strengthening Ontario, its places and its people
Upcoming Absence: July 13

From: Kelly Martel <Kelly.Martel@portcolborne.ca>
Sent: July 13, 2026 9:11 AM
To: Deluca, Peter (MTO) <Peter.Deluca@ontario.ca>; Ali, Usama (MTO) <Usama.Ali@ontario.ca>
Cc: Erik Acs <Erik.Acs@portcolborne.ca>
Subject: RE: 434 & 484 Barrick Road ZBA Comment request

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Hi Peter and Usama

Following upon this again. Can you please let us know when we can expect comments. We circulated our comment package to the applicant last Wednesday, absent MTO comments, but these are critical to get out to the applicant in order for all parties to determine next steps.

Thanks
Kelly

From: Kelly Martel <Kelly.Martel@portcolborne.ca>
Sent: July 6, 2026 8:50 AM
To: Deluca, Peter (MTO) <peter.deluca@ontario.ca>; Ali, Usama (MTO) <usama.ali@ontario.ca>
Cc: Erik Acs <Erik.Acs@portcolborne.ca>
Subject: 434 & 484 Barrick Road ZBA Comment request

Hi Peter/ Usama

Just following up on this again. Does the MTO have comments to provide on this application? It was circulated May 22nd and we had requested a comment deadline of June 22nd. My understanding based on our previous correspondence was that the MTO was reviewing this application and that a new submission through the portal would likely not be required. Our statutory meeting is tomorrow, and we would like to get our consolidated return of comments out to the applicant in due course as we do have Planning Act decision making timeframes for this application.

Thanks,
Kelly

Kelly Martel
Manager of Planning
City of Port Colborne

66 Charlotte Street
Port Colborne, ON L3K 3C8
Phone 905-228-8130
Email Kelly.Martel@portcolborne.ca

www.portcolborne.ca

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February 2026 Pre-Consultation Comments

From: Ali, Usama (MTO)
To: Taya Taraba
Cc: Deluca, Peter (MTO); Prestinaci, Matthew (MTO); Ranganathan, Thakkshi (MTO); Oren, Nedim (MTO)
Subject: RE: 484 Barrick Road - Pre-Consultation Comments
Attachments: image001.png

Good Morning Taya;

Re: **ZBA MTO Comments**

Application Reference: **Unknown**
Application Address: **484 Barrick Road, Port Colborne, ON (Hwy 58)**
Proposed: **1 2-Storey Parkade, 1 Service Building, 6 6-Storey Residential Buildings (4349.1m^2 – Combined) with 372 Units and 756 parking spaces**
Purpose: **Rezone from Institutional to Fourth Density Residential (R4)**
Est. Const. Date: **June 2027**
Planner's Notes:

Non-Conformance Issues of Proposed Primary Entrance

- Is along a CAH. Access is to be sought from a Municipal. Road (sec. 4.5.3.2)
- Does not meet 800m min separation (Table 4.6.1 & Figure 4.6.3)
- Exceeds Total Access Density threshold. (sec. 4.6.3)

Corridor had a Pre-Consultation meeting with the City of Port Colborne on February 12, 2026. The key items addressed by Corridor are:

- Proposed Primary Entrance onto Hwy 58 (West Side Road)

  - The proposed access is not supported by MTO for the reasons listed in the Planner's notes.
  - The City stated that they are seeking approval from the Minister to overrule MTO's policy. This statement is acknowledged and is waiting for the next steps. In the meantime, MTO's policy still stands.
  - If the City insists on the access, the City/Developer is submit a TIS and Technical Justification Report to support the access.
    - TIS needs to be approved by Traffic to begin with before it reviews the Technical Justification Report
    - Project Delivery Office will need to review the proposed access.
    - There is no guarantee that the access will be approved by MTO.

- Open-Cut Trenching

- Open-Cut Trenching is not permitted on any MTO highway (sec. 3.15.8.2). Any works on MTO highway will require an encroachment permit and a letter of credit to ensure conformance.

MTO is supportive of the zoning in principle. The following comments highlight MTO's concerns regarding the site.

Please accept these comments as "preliminary", as the ministry reserves the right to provide formal comments, once the full-size plans and required reports are submitted for our review.

General Site Plan comments:

- **The Primary Access on Hwy 58 is to be removed.**

- The subject site is within MTO's Permit Control Area and as such, MTO Site Plan Approval and an MTO Permits will be required prior to any construction activities.

- A 14m minimum setback is required from the Hwy 58 (aka West Side Road) & associated service roads property line. The current ROW as well as a 14m MTO setback should be clearly labeled on all drawings that will be provided for ministry's review and comments.

- Please be aware that no feature, amenity or operational arrangement (such as, but not limited to, fire-routes, emergency access/exits, parking, loading docks, access to loading docks, storm-water management ponds, snow storage) that is required by by-law or is essential to the viability of this site, should be located within the setbacks. Furthermore, only the surplus parking (excess of the Municipal's minimum parking requirement under the Zoning Bylaw) can be located within the 14m MTO setback, but must be setback a minimum of 3m from the Provincial Highway lands property line. All required and surplus parking must be clearly indicated on the Site Plan.

- Requirements for fencing include (but are not limited to) erecting fencing along the MTO right-of-way at 0.3m into the MTO ROW. And MTO Encroachment permit is required for this work and it should follow OPSD 972.130 (Chain Link Fence with **Top-Wire**).

- As part of the review and approval process the applicant will be required to submit copies of a detailed Site Plan, Master SWMR, Site Servicing and Grading Plans prepared by a Licensed Professional Engineer.

- Please have the proponent confirm the reports have been carried out by RAQS approved contractors/consultants. All works within the Provincial right-of-way shall be carried out by RAQS qualified contractors.

Please note that ministry requires all drainage submissions to be also provided electronically. Regarding acceptable electronic transfer of files to MTO, the following applies:

- **Format** - PDF
- Currently electronic files can be sent in:
    - Using an **FTP (File Transfer Protocol) website.**

Using **E-mail**, if the file is small enough, it can be e-mailed. (Zipped documents are acceptable)

- MTO requires a **Traffic Impact Study from the traffic consultant to describe the general criteria of the anticipated traffic.**

    Prior to undertaking the Traffic Impact Study (TIS):
    - Reach out to MTO to provide comments on the Terms of Reference
    - Ensure that Traffic Study is prepared by a RAQ-qualified consultant and
    - Ensure that any traffic data used in the report is collected by a RAQ-qualified consultant.

- MTO requires Master Traffic Impact Study that complies with the Guidelines set forth in MTO's Guidelines for Traffic Impact Statements. As this area is being intensified, particular adherence to Part 2 – Multiple Development Traffic Impact Studies Information should be followed.

In addition, should this area be intensified with further developments, The City of Port Colborne will undertake a Multi-Development Traffic Impact Study (MD-TIS).

- Any noise mitigation is the responsibility of the land-owner which includes the design and implementation. The Ministry will not be held liable for noise attenuation next to the highway which also includes its maintenance and upkeep.

- The proponent is required to submit a copy of the Photometric Lighting Plan (in metric LUX units) for MTO review and approval. The plan must illustrate proposed lighting and any light spillage on the Provincial Highway lands &

associated service roads ROW.

- All plans and reports must be stamped and signed and circulated to the MTO through municipal site plan application process for a formal review and comments.

- The Applicant should be advised that they cannot apply for the MTO Permit until the Site Plan has been approved by MTO and the Municipality.

- MTO Sign Permits will be required for any new signage visible from Provincial Highway lands & associated service roads.

    - Applicant must apply online through the link below once clearance letter is issued: https://www.hcms.mto.gov.on.ca/

- Please note, all plans and reports must be stamped and signed.

- Further information regarding requirements for our Building and Land Use Permit Applications, and Sign Permit Application requirements is also available from our office by contacting Matthew Prestinaci, the Corridor Management Officer for this area and he can be reached at (416) 300-6508 or by email at matthew.prestinaci@ontario.ca.

This website has resources for the requested reports: Highway corridor management (gov.on.ca)

I trust that the above is satisfactory. If you have any further questions or concerns, please send an email or call me at the number below.

MTO looks forward to working together with the stakeholders during the Site Plan Application Process to reach amenable solutions that satisfy all parties.

Best Regards,

Usama Ali
Corridor Management Planner (Hamilton/Niagara) | Corridor Management Office/Operations Division
Ministry of Transportation (Central Operations) | Ontario Public Service
416-457-8973 | usama.ali@ontario.ca



Taking pride in strengthening Ontario, its places and its people

From: Taya Taraba <Taya.Taraba@portcolborne.ca>
Sent: February 25, 2026 10:26 AM
To: Ali, Usama (MTO) <Usama.Ali@ontario.ca>
Cc: Deluca, Peter (MTO) <Peter.Deluca@ontario.ca>
Subject: 484 Barrick Road - Pre-Consultation Comments
Importance: High

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good morning,

Please be advised that the Planning Department are still awaiting Pre-Consultation comments for the development featured at 484 Barrick Road.

We will require comments to be provided at your earliest convenience, so that the Planning department may issue the summary to the developers as soon as possible.

Should you have any questions, please do not hesitate to let me know.

Best,

Taya

Taya Taraba
Zoning Administrator
City of Port Colborne

66 Charlotte Street
Port Colborne, ON L3K 3C8
Phone 905-228-8124
Email Taya.Taraba@portcolborne.ca

www.portcolborne.ca

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From: Joshua Ridings
To: Kelly Martel
Subject: Barrick Rd appartments
Date: July 8, 2026 12:16:44 PM

You don't often get email from [redacted]. Learn why this is important

Hello Kelly,

The reason for me email is to relay to you my concerns regarding the proposed appartments to be placed on Barrick road.

I speak from a first hand perspective that these massive changes to Port Colborne is a slap in the face to all existing homeowners who live in port colborne purely because it remains a bastion of small town vibes. I moved to Port Colborne for that reason but was soon distraught to find that the city was building 2 3-story appartments overlooking my yard. (Pics attached).

I am committed to helping the good citizens of port colborne from reaching the same fate that befell me. I especially resonated with the gentleman who stated he didn't want to be staring at a wall in his yard. (Again pics at bottom).

The influx of over 500+ people is disturbing and not at all what the citizenry of Port Colborne want, to which we have been extremely vocal about. During a conference call with Mayor Steele, in regards to the project on sugarloaf that effected me, Steele stated, "this was not what he had invisioned for the street or for the city of Port Colborne". I think he was telling me what I wanted to hear and even the consideration of this project highlights that moment in my mind. What does this man actually believe and want for this city? Who benefits? Not us homeowners , that is clear.

I'd also like to mention, that Steele during the conference, decided to lean on his excuse of "decorum" in the council chamber in regards to clapping. Though I understand procedure and policy, Steele appeared completely tone deaf as he raised his voice at a member of the public that is passionately defending his way of life and clapping and supporting those who also seek to save theirs. His reaction was unsympathetic and tone deaf. I would reach out and ask him to reflect on that but based on passed dialogue, he won't. Also, I'd argue, that the developers deserve and unfiltered reaction to their proposed project. They may advertise it through rose cloloured lenses but for a brief minute there, beyond the niceties of politics, they were able to see what their proposal means to citizens of this city, the death of our small town. If they move forward, they deserve to hear those voices when they sleep at night. If they aim to make money off of others property values, that's the price. I'd argue, if there is a time to get rowdy at a council meeting, that is it.

As I mentioned to the Mayor, with an election coming, Bea Kenney returning, the Mayor needs to be making friends with those he claims to represent and not some developer driven on ruing our small town.

Thank you for reading my email and I hope the Steele collective does the right thing on this project
and smothers it in the crib.

Josh Ridings

July 8, 2026

City of Port Colborne
Clerk
66 Charlotte Street
Port Colborne, Ontario
L3K 3C8
cityclerk@portcolborne.ca

Subject: D-14-03-26
434 & 484 Barrick Road
Six (6) six-story apartment buildings; 372 units

Dear Ms. Madden,

Further to my attendance at the Public Meeting yesterday, this letter constitutes my formal objection to the above noted applications on the basis that the Planning Justification Report, the Functional Servicing Report, and the City staff report **are all silent** on sanitary wastewater capacity at the Omer sanitary pumping station (PS).

This development is serviced by that pumping station, and the Council is well aware that capacity at the Omer PS is inadequate during storm events resulting in multiple occurrences of basement flooding for the residents of Bartok Crescent.

The reports reference the Steele PS and that it needs to be upgraded but all are silent on the Omer PS. Every litre of sewage from the Steele PS ends up at the Omer PS.

Total current population within the Omer PS catchment area (includes the Steele PS catchment area) is 2654 people with almost 1000 residential units. This development, plus others Council has recently approved within the catchment area (Northland, Stonebridge, Rosedale and others), will add a cumulative 1462 units for a total unit count of almost 2500 units, an increase of 150%. The population, at a ratio of 2.1persons/household will increase by 3070 people to 5724, an increase of 116%. I understand there are also other additional pending applications.

The Niagara Region's 2021 Wastewater Master Plan concluded that the Omer PS has future deficiencies under design allowances and 5-year storm events. The Master Plan predicted a year 2051 population, 25 years from now, of 3629 people. That is only 63% of what the population of the current new developments will be. The Omer PS was slated to be upgraded in 2032 under those much more modest population projections.

How is it possible to ignore the Omer PS under these circumstances, especially when Bartok area residents have been dealing with basement flooding emanating from that pumping station for 37 years? In advance of every significant rainfall the City prepositions a massive pump to pump sewage from the sanitary sewer into the storm sewer in the event the Omer PS surcharges.

The Bartok residents appreciate the efforts of the Council and staff to finally begin to address the longstanding problem of infiltration and extraneous flows into the sanitary system. We understand progress is being made. It should have started decades ago. However, we need to see an engineer's servicing report that specifically addresses the Omer PS and the impact of increasing the total residential units contributing to the pump by 150% and the population being serviced by the pump more than doubling.

Council has the responsibility of insuring that existing problems negatively impacting its residents are not exacerbated by new developments.



Ron Rienas

On behalf of Bartok Crescent residents

Cc Bartok residents
Region of Niagara

From: mary green
To: Kelly Martel
Subject: Proposed Barrick Road Development
Date: July 9, 2026 10:47:22 AM

You don't often get email from [redacted]. Learn why this is important

Good Morning Kelly,
My husband and I were not able.to make it to the meeting 2 nights ago.
We reviewed the meeting video.
We live on Hillcrest road. We have seen the houses on Hillcrest sit vacant since being built and then an increaae in renters who quite frankly don't care about the outside of the house - don't cut the grass and don't care about the neighborhood when they drive fast up and down this street.
We agree with most of the comments made from the people who live in and around Barrick.
Increased traffic by 700 or more cars
Inappropriate infrastructure to support these units and this many people.- waste water, electricity, shopping, groceries, schools etc.
With all.of the proposed development in port colborne and welland hospital becoming an emergency hospital (holding patients up to 48-72 hrs before transfer to SCS or SNS((when open), what health care plan is veing developed for the people of Port Colborne?
What is the population of Port Colborne to date? Not 2021 population but 2025 or 2026?
When our population reaches 40-60,000 we qualify for a hospital. Is this being discussed proactively by the mayor and counselors?
The developer mentioned an ammendment from 20 to 22 meters to account for the excessive rock in the area He also mentioned each unit will have a basement then 6 floors. If they are unable to drill down the ensure the basement is below ground level, wouldn't this make the units taller then 6 floors? They will actually be 7 floors!
6 floors high is an eye sore and I feel sorry for those who back onto this area. Increased traffic, gas emissions, noise, people.walking on their lawns etc.
Is there a round about proposed for Barrick and Highway 58? Hoping it not a traffic light!!
We hope the city will.deny this development and the development from Elm and Steele streets.
What is the approximate cost to rent the various units?
We don't want these units to be low rental units when they can't rent them.
Hoping you can answer the above questions
Please add me to future notifications.
Thank you
Mary Green

From: Jessica Beaupre
To: Kelly Martel
Subject: Fw: Written Submission – Proposed Zoning By-law Amendment (434 & 484 Barrick Road)
Date: July 7, 2026 2:47:07 PM

Jessica Beaupre
Deputy Clerk
City of Port Colborne

66 Charlotte Street
Port Colborne, ON L3K 3C8
Phone 905-228-8118
Email Jessica.Beaupre@portcolborne.ca

www.portcolborne.ca

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From: katie postiglione [redacted]
Sent: Tuesday, July 7, 2026 9:37 AM
To: Deputy Clerk <deputyclerk@portcolborne.ca>
Subject: Written Submission – Proposed Zoning By-law Amendment (434 & 484 Barrick Road)

You don't often get email from [redacted] Learn why this is important

Mayor Steele and Members of Council,

I am writing to express my opposition to the proposed Official Plan and Zoning By-law Amendment for **434 and 484 Barrick Road**.

I want to begin by saying that I understand Port Colborne needs additional housing. I support responsible growth, and I recognize that more housing options are needed throughout Ontario. However, I strongly believe that residential development should not outpace the infrastructure and essential public services required to support it.

The proposal before Council includes **six six-storey apartment buildings totaling 372 residential units**, along with a two-storey parking structure and commercial space. While this may appear to be one development, I respectfully ask Council to consider it within the context of the many other large residential developments already proposed or underway throughout Port Colborne.

Healthcare

My greatest concern is healthcare.

Port Colborne has not had a full-service hospital for many years. Residents rely on the Port Colborne Urgent Care Centre, which currently operates **daily from 10:00 a.m. until 8:00 p.m.** Outside of those hours, residents requiring emergency care must travel to Welland, Niagara Falls or St. Catharines.

Even more concerning, the Port Colborne Urgent Care Centre has experienced repeated temporary closures and service reductions due to physician shortages in recent years. This demonstrates that our healthcare system is already operating under significant strain.

The City's own **2026 Healthcare Analysis Report** highlights several important concerns:

- Approximately **84% of Port Colborne residents live in neighbourhoods identified as having high or highest health and social vulnerability**, compared with only about **15% across Ontario.**
- Nearly **45% of all visits to the Port Colborne Urgent Care Centre are made by Port Colborne residents.**
- The City's population is expected to continue growing, while the number of residents over the age of 75 is projected to more than double by 2051, significantly increasing healthcare demand.

In addition, the City has publicly stated that **approximately 10,000 Port Colborne residents do not currently have a family physician.**

If thousands of additional residents are expected to move into Port Colborne over the coming years, where will they receive primary healthcare? Without increased access to family physicians and expanded hospital services, many residents will continue relying on the Urgent Care Centre for non-emergency medical needs, placing even greater strain on an already overburdened system.

Schools

This proposal will likely bring many new families with children.

Has Council received confirmation from the District School Board of Niagara and the Niagara Catholic District School Board that nearby schools have sufficient capacity?

If not, residents deserve to know:

- whether existing schools can accommodate projected enrolment;
- whether portable classrooms will become necessary;
- whether children will be required to attend schools outside their neighbourhoods; and
- whether future school sites have been planned alongside this growth.

Roads, Traffic and Transportation

Barrick Road and surrounding streets already experience increased traffic during peak travel periods.

Adding hundreds of additional households will increase:

- traffic congestion;
- delays at intersections;
- pedestrian safety concerns;
- demand for road maintenance;
- snow removal costs; and
- wear on existing infrastructure.

I respectfully ask whether the City's traffic studies have evaluated not only this development, but also the cumulative impact of the numerous nearby residential projects currently proposed.

Water, Wastewater and Stormwater Infrastructure

Growth requires substantial investment in municipal infrastructure.

Every new development places additional demand on:

- drinking water systems;

- sanitary sewer capacity;
- stormwater management;
- road infrastructure;
- waste collection;
- parks;
- sidewalks;
- recreation facilities; and
- municipal operating budgets.

Residents deserve assurance that these systems have the capacity to support thousands of additional residents before further approvals are granted.

Police, Fire and EMS

Population growth also increases demand on emergency services.

Police, Fire and EMS response times are critically important.

Has the City determined whether current staffing levels and resources are sufficient to maintain existing response times as thousands of additional residents move into Port Colborne?

If not, what investments are planned?

Parks and Recreation

As neighbourhoods expand, so does the need for:

- playgrounds;
- parks;
- sports fields;
- community centres;
- walking trails; and
- recreational programming.

Families deserve access to these amenities, and they should grow alongside residential development, not years afterward.

Employment Opportunities

Housing growth should occur alongside economic growth.

If thousands of new residents move to Port Colborne while employment opportunities remain limited, many will commute to surrounding municipalities every day.

This places increased pressure on regional transportation networks while doing little to strengthen the local economy.

I encourage Council to continue prioritizing commercial and industrial development that creates local employment opportunities alongside residential expansion.

Cumulative Growth Must Be Considered

Perhaps my greatest concern is that this application is being evaluated independently.

According to the City's own planning applications, there are already several major residential developments proposed or underway, including:

- **Westwood Estates Phase 3** – 315 dwelling units
- **Rosedale Estates** – 249 dwelling units
- **Millar's Crossing** – up to 378 dwelling units
- **Mapleview Subdivision** – 1,819 dwelling units

Combined with this proposed **372-unit Barrick Road development**, these projects represent **well over 3,100 new homes**.

Using a conservative estimate of two people per household, these developments could introduce more than **6,000 additional residents** to Port Colborne.

According to the 2021 Census, Port Colborne's population is approximately **20,000 residents**.

This means these developments alone could increase our population by nearly one-third.

Council should not evaluate each development in isolation.

Instead, I respectfully ask Council to evaluate the cumulative impact these developments will have on:

- healthcare;
- schools;
- roads;
- water and wastewater systems;
- emergency services;
- parks and recreation;
- municipal finances; and
- the overall quality of life for existing and future residents.

Questions I Hope Council Can Answer

Before approving another major residential development, I respectfully request that Council publicly address the following:

- How many additional family physicians are expected to serve this projected population growth?
- How will healthcare services expand to meet increased demand?
- Where will children living in these developments attend school if local schools reach capacity?
- Have both school boards confirmed they can accommodate this growth?
- Has the City confirmed that existing water, wastewater and stormwater infrastructure can support these developments?
- Have traffic studies evaluated the cumulative impact of all nearby developments together rather than individually?
- How will Police, Fire and EMS staffing change to maintain response times?
- What investments are planned for parks, recreation facilities, sidewalks and public transit?
- How will these developments affect property taxes and future municipal operating costs?

Closing

Again, I want to emphasize that I am **not opposed to housing or growth**.

I simply believe that growth should occur responsibly.

Development should follow infrastructure—not outpace it.

The City of Port Colborne has already acknowledged, through its own Healthcare Analysis Report, that healthcare services face significant challenges today and that demand will continue increasing over the coming decades.

Approving thousands of additional homes before these issues are adequately addressed risks placing even greater strain on healthcare, schools, municipal infrastructure and emergency services.

For these reasons, I respectfully request that Council **defer approval** of this application until it can demonstrate, with clear evidence, that Port Colborne's infrastructure and public services are capable of supporting not only this development, but the cumulative impact of all approved and proposed residential growth throughout the city.

Responsible growth means planning for people, not simply planning for buildings.

Thank you for your time and consideration.

Respectfully,

Katie Postiglione

Sent from my iPhone

PORT COLBORNE

Subject: **Sale of Surplus City Property to neighbours – Maple Street**

To: **Council**

From: **Planning and Development**

Report Number: 2026-97

Meeting Date: August 11, 2026

Recommendation:

That Planning and Development Report 2026-97 be received;

That Council approve entering into the Agreements of Purchase and Sale, attached hereto as Appendix, D, F, H, J, L, and N with owners at 2, 10, 14, 18, 26 and 34 Maple Street.

That the lands legally described on Plan 59R-18555 (Appendix B) and the corresponding by-laws be brought forward; and

That the Mayor and City Clerk be authorized to sign any and all documentation respecting the sale of the above-mentioned lands.

Purpose:

The purpose of this report is to bring forward an Agreement of Purchase and Sales and by-laws to formally approve the sale of surplus property described in Appendix, D, F, H, J, L, N and on Plan 59R-18555 as shown in Appendix B. The purpose of this report is to bring forward an Agreement of Purchase and Sale and by-laws to formally approve the sale of surplus property described in Appendix, D, F, H, J, L, N and on Plan 59R-18555 as shown in Appendix B.

Background:

The City of Port Colborne's (the City) staff are continuously reviewing City-owned property to identify potential surplus lands that could be made available to support residential and industrial development opportunities and expand the City's tax base. Supporting growing industrial development is an important part of the City's economic

development plan to retain and grow employers, employees, attract new residents, and create additional assessment on the City's tax roll. This improves efficiency and financial sustainability for the City.

Staff have applied this rationale when analyzing the subject properties at Maple Street for disposition. The owners of the adjoining properties to the east on Maple Street (as shown in Appendix A), have made a request to purchase the City-owned property as per the policy and the property is shown in Appendix B. City staff evaluated the subject parcel for this suitability.

The City-owned parcel, is located west of Maple Street. The parcel was surveyed and sub-divided to match with the adjoining properties on Maple Street. The property was declared surplus by Council on July 8, 2025, with the passing of Report 2025-149.

With the purchase of this property, the property owners to east will increase the size of their backyards creating a larger buffer to the proposed Mapleview Development to the west.

The additional unsold surplus properties in the reference plan will be sold to adjoining property owners at a future meeting of Council.

Discussion:

The subject parcels are not currently generating any tax revenue for the City, it is not required for operational or maintenance reasons, and it is not zoned. Staff are supportive of the parcel being sold to facilitate the desire of the neighbours to increase their property and backyards.

Staff believe that a better use of this property would be achieved through private ownership by the adjoining landowners. Selling the property would fulfill the goals of the surplus land review and expand the City's tax base and increase City operational efficiencies.

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

The City Solicitor has reviewed the draft Agreement of Purchase and Sale to incorporate wording and conditions important to the City. This has been reviewed and approved by the purchaser.

The additional unsold surplus properties in the reference plan will be sold to the property owners at a future meeting of Council.

Internal Consultations:

After a review by City departments, it was determined that there are no current City plans for the property or foreseen future use for it. Staff are recommending this parcel be sold to the neighbouring property owners.

Financial Implications:

As per the City's disposition Surplus Land Sale Policy, the subdivided properties are being sold to the owners of 2,10,14,18, 24 and 34 Maple Street for $23,529.14 plus applicable taxes, survey and City legal closing costs. The sale proceeds will be directed to the Economic Development Land Reserve.

The properties currently do not generate any taxes for the City of Port Colborne. Once these properties have been sold, it will be re-assessed by the Municipal Property Assessment Corporation (MPAC).

Public Engagement:

The properties were declared surplus with Report 2025-149 Declaration of City Property Surplus – Elgin Street on July 8th, 2025.

Strategic Plan Alignment:

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

- Welcoming, Livable, Healthy Community

Conclusion:

Economic Development staff received a request from the property owners on Maple Street to purchase a portion of the adjoining City property. City staff have adhered to the City's Sale of Surplus Land Policy.

Staff are recommending that Council approve the sale of surplus City property on Reference Plan59R-18555 to the following 2,10,14,18,26 and 34 Maple Street residents for $23, 529.14 plus applicable taxes, City legal closing costs, and survey costs and that the attached by-laws be approved.

Appendices:

a. Map of City Property – Elgin Street / Maple
b. Reference plan of City Property Elgin / Maple - Plan 59R-18555
c. By-law for 2 Maple Street
d. APS to 2 Maple Street
e. By-law for 10 Maple Street
f. APS to 10 Maple Street
g. By-law for 14 Maple Street
h. APS to 14 Maple Street
i. By-law for 18 Maple Street
j. APS to 18 Maple Street
k. By-law for 26 Maple Street
l. APS to 26 Maple Street
m. By-law for 34 Maple S
n. APS to 34 Maple Street

Respectfully submitted,

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

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

Report Approval:

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

Port Colborne Mapping Application



2025-06-27, 10:14:17 a.m.

Port Colborne Boundary
Building Footprints
Assessment Parcel

Roads
MUN

2023 Aerial Imagery
Red: Red
Green: Green
Blue: Blue

2020 Aerial Imagery
Red: Red
Green: Green
Blue: Blue

World_Hillshade

1:2,022

0 95 190 380 ft
0 25 50 100 m

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

City of Port Colborne
© City of Port Colborne

F-1506

Report 2026-97
Appendix B

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: MARCH 4, 2026

MARK GILMORE
ONTARIO LAND SURVEYOR

PLAN 59R-18555

RECEIVED AND DEPOSITED
DATE: March 20, 2026

Celleen O'Leary
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (59)

SCHEDULE

PART	BLOCK	PLAN	PIN
1	PART OF BLOCK 12	PLAN 59M-282	PART OF PIN 64157-0165 (LT)
2			
3	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
4	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
5			
6	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
7	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
8			
9	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
10	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
11			
12	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
13	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
14			
15	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
16	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
17			
18	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
19			
20	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
21			
22	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
23			
24	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
25			
26	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
27	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
28			
29	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
30	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
31			
32	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
33	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)
34			
35	PART OF BLOCK 11		PART OF PIN 64157-0164 (LT)
36	PART OF BLOCK 12		PART OF PIN 64157-0165 (LT)

PART 2 IS SUBJECT TO AN EASEMENT AS DESCRIBED IN INST. HU15718

PLAN OF SURVEY OF

BLOCKS 11 & 12
PLAN 59M-282

IN THE

CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:150

0 5 10 15 20 25 metres

LANTHIER & GILMORE SURVEYING LTD.
2026

LEGEND

⊕	DENOTES	SURVEY MONUMENT FOUND	'JEL' DENOTES		LANTHIER & GILMORE SURVEYING LTD.
⊡	-	SURVEY MONUMENT SET	'1337'	-	D.G. MARR, O.L.S.
SIB	-	STANDARD IRON BAR	P1	-	PLAN 59M-282
SSIB	-	SHORT STANDARD IRON BAR	P2	-	PLAN 59R-12380
IB	-	IRON BAR	P3	-	PLAN 59R-12526
IB⊕	-	ROUND IRON BAR	P4	-	PLAN 59R-12954
IT	-	IRON TUBE	P5	-	PLAN 59R-14852
PB	-	PLASTIC BAR	P6	-	PLAN 59R-11087
CC	-	CUT CROSS			
WT	-	WITNESS			
ORP	-	OBSERVED REFERENCE POINT			
MEAS.	-	MEASURED			

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 17, NAD 83 (CSRS) (2010).

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

POINT ID	NORTHING	EASTING
ORP1	4,749,880.32	641,652.07
ORP2	4,749,880.32	641,652.07

CAUTION

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARING NOTE

BEARINGS ARE UTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM MONUMENTS ORP1 TO ORP2, SHOWN HEREON, HAVING A BEARING OF N1°02'00"W REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (2010).

FOR BEARING COMPARISONS, A ROTATION OF 1° 09' 30" IN A COUNTER CLOCK-WISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 59M-282

DISTANCE NOTES

METRIC CONVERSION
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

GRID SCALE CONVERSION
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID COORDINATES BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.99981903.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON MARCH 3, 2026.

DATE: MARCH 4, 2026

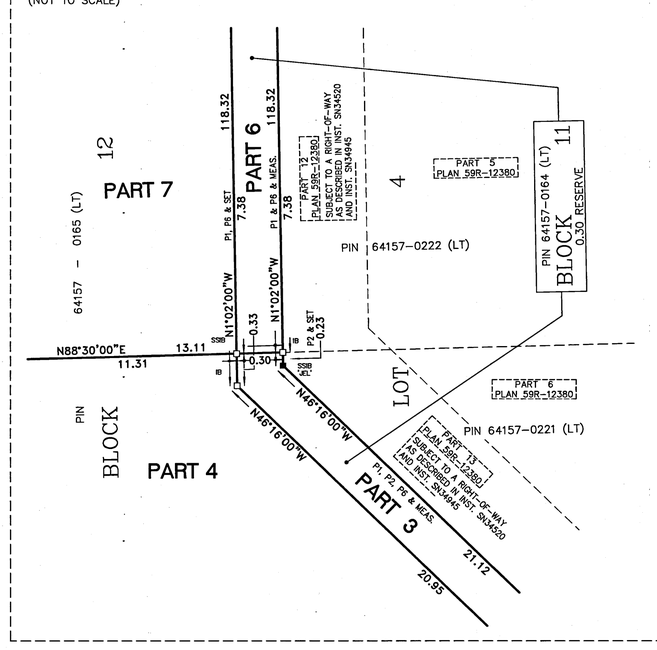
MARK GILMORE
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-92343

LANTHIER & GILMORE SURVEYING LTD.
173 CLARENCE ST. PORT COLBORNE, ONT. (905) 835-5477

SCALE: 1:150	DR. BY: CM CH. BY: MG	JEL FILE: 20-043	F-1506

DETAIL
(NOT TO SCALE)



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 Gladys Shoalts for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164,

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Gladys Shoalts for the sale Part of Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164 for the sale price of $8,482.50 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Gladys Shoalts**)** for the Part of Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 2 MAPLE STREET

THIS AGREEMENT is dated for reference as of the _____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Gladys Shoalts
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**

(a) 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 Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, being all of PIN 64157-0221 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Eight thousand four hundred eighty-two dollars and fifty cents ($8482.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Eight thousand four hundred eighty-two dollars and fifty cents ($8482.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Gladys Shoalts
2 Maple Street, Port Colborne, ON. L3K 6G7
Gladys Shoalts: gladysshoalts@gmail.com
Ann Dilts: g.anndilts@gmail.com

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.

WITNESS:

_____ _____

Gladys Shoalts

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Judith Brandon for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164**,**

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Judith Brandon for the sale as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164 for the sale price of $2630.57 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Judith Brandon for the as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 10 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Judith Brandon
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**

(a) 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 Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, being all of PIN 64157-0223 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand six hundred thirty dollars and fifty-seven cents ($2630.57) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand six hundred thirty dollars and fifty-seven cents ($2630.57) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision

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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Judith Brandon
10 Maple Street, Port Colborne, ON. L3K 6G7
905-414-3777

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.

WITNESS:

_____ _____

Judith Brandon

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 James Allan and Martha Allan for the City parcel legally described as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164**,**

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with James Allan and Martha Allan for the sale as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164for the sale price of $2637.50 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with James Allan and Martha Allan for the as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 14 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

James Allan and Martha Allan
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**

(a) 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 Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M282, being Part 13 of Plan 59R-18555 being all of PIN 64157-0224 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand six hundred thirty-seven dollars and fifty cents ($2637.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand six hundred thirty-seven dollars and fifty cents ($2637.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

James Allan and Martha Allan
14 Maple Street, Port Colborne ON. L3K 6G7
jimfallan@cogeco.ca

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.

WITNESS:

_____ _____

James Allan

_____ _____

Martha Allan

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Ila Mater for the City parcel legally described as, Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164,

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Ila Mater for the sale as Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164**,** for the sale price of $2603.57 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Ila Mater for the Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 18 MAPLE STREET

THIS AGREEMENT is dated for reference as of the _____ day of _____2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Ila Mater
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**

(a) 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 Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, being all of PIN 64157-0225 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand six hundred three dollars and fifty-seven cents ($2603.57) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand six hundred three dollars and fifty-seven cents ($2603.57) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision

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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the -_____ day of _____ 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Ila Mater
18 Maple Street, Port Colborne ON L3K 6G7
905-834-5035

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.

WITNESS:

_____ _____

Ila Mater

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of ____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Flora Armenti for the City parcel legally described as, Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164,

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Flora Armenti for the sale as Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164**,** for the sale price of $4,367.50 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Flora Armenti for the Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164, with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

The Corporation of the City of Port Colborne

By-law No._____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Nancy Kramarich and Margaret Kramarich for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164,

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Nancy Kramarich and Margaret Kramarich for the sale as Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164**,** for the sale price of $2,807.50 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Nancy Kramarich and Margaret Kramarich for the Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164, with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 34 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Nancy Kramarich and Margaret Kramarich
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**

(a) 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 Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555 being all of PIN 64157-0229 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand eight hundred seven dollars and fifty cents ($2807.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand eight hundred seven dollars and fifty cents ($2807.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Maragaret Kramarich
34 Maple Street, Port Colborne, ON. L3K 6G7
nankram@gmail.com

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.

WITNESS:

_____ _____

Nancy Kramarich

_____ _____

Margaret Kramarich

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
We have authority to bind the Corporation.

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 26 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Flora Armenti
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**

(a) 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 Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555 being all of PIN 64157-0227 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Four thousand three hundred sixty-seven dollars and fifty cents ($4367.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Four thousand three hundred sixty-seven dollars and fifty cents ($4367.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Flora Armenti
26 Maple Street, Port Colborne, ON. L3K 6G7
Flora Armenti: floraarmenti@yahoo.ca

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.

WITNESS:

_____ _____

Flora Armenti

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
We have authority to bind the Corporation.

PORT COLBORNE

Subject: **Request to Designate Heritage Report – Port Colborne War Memorial, H.H. Knoll Lakeview Park**

To: **Council**

From: **Planning and Development**

Report Number: 2026-117

Meeting Date: August 11, 2026

Recommendation:

That Planning and Development Department Report 2026-117 be received; and

That Council direct staff to issue a Notice of Intention to Designate the Port Colborne War Memorial at H.H. Knoll Lakeview Park, under Part IV Section 29 of the *Ontario Heritage Act, R.S.O. 1990.*

Purpose:

The purpose of this report is to provide Council with a recommendation to proceed with the processing of the Port Colborne War Memorial at H.H. Knoll Lakeview Park, for designation under Part IV Section 29 of the *Ontario Heritage Act, R.S.O. 1990*.

The memorial holds significant design, historical, associative, and contextual value as a lasting tribute to military service and sacrifice. Its longstanding function as a place of remembrance, together with its prominence within the community, contributes to its cultural heritage significance.

Background:

The cenotaph which stands at the top of the hill in H.H. Knoll Lakeview Park was originally erected as a war memorial to commemorate the sacrifices made by the residents of the Town of Port Colborne who lost their lives in the First World War. Later additions of plaques commemorated those lost in the Second World War, the Korean conflict, peacekeeping missions, and the Afghanistan war. One of three cenotaphs after the First World War, the former Town of Port Colborne memorial has become the focal point for Remembrance Day ceremonies in the municipality, although the cenotaphs

from the former Township of Humberstone in Centennial Park, and the former Village of Humberstone, King St. at Neff St. are also recognized with wreaths as well.

Evaluation Process

Ontario Regulation 9/06 outlines nine criteria to determine whether a property is of cultural heritage value or interest. The criteria are analyzed in the discussion section found in the next section of this report.

Discussion:

Description and History of the Property

The Port Colborne War Memorial, located at the top of the hill in H.H. Knoll Lakeview Park (see Appendix B & C), was erected in 1926 to commemorate the soldiers of the Town of Port Colborne who lost their lives in the First World War. Its construction followed a national movement after 1918, where communities across Canada sought to honour fallen soldiers by providing a place for collective mourning and remembrance.

Following years of discussions and a 1922 Council decision to build a war memorial, the Port Colborne Lions Club took the initiative in early 1926. The Lions organized a committee to secure the design, cost, and site for a cenotaph. By June 1926, they presented a completed plaster model designed by notable Canadian sculptor Emanuel Hahn of the Thomson Monument Company out of Toronto. Town Council endorsed the proposal of a recommended location in Lakeview Park and a projected cost of $5,000.

Fundraising efforts, including a dedicated “War Memorial Week” in July 1926, raised approximately $4,500 through community contributions and local industry support. The Lakeview Park Site was selected due to its natural beauty and its historical significance as the former encampment of the Welland Canal Force during the First World War.

Construction began in September 1926, and the memorial was completed by early November. It was officially unveiled on November 8, 1926, before a crowd of approximately 7,000 people. Since its installation, there have been additional plaques added to commemorate those lives lost in the Second World War, the Korean conflict, Afghanistan, and other service contributions. The memorial remains a focal point for annual Remembrance Day ceremonies and continues to serve as a place for both private reflection and public commemoration.

Property Evaluation

Under Part IV Section 29 of the *Ontario Heritage Act*, Council may designate a property, by by-law, to be of cultural heritage or value if it meets at least two of the criteria outlined in Ontario Regulation 9/06

Table 1 in Appendix A outlines the evaluation of the property against these criteria that supports its designation.

As shown in Table 1 of Appendix A, 8 out of the 9 Ontario Regulation 9/06 criteria are satisfied, the Port Colborne War Memorial at H.H. Knoll Lakeview Park merits designation under the *Ontario Heritage Act*. Further information on the property may be obtained from the City's title search and historical records, or publicly available records.

The elements that contribute to the heritage value and interest of the Port Colborne War Memorial at H.H. Knoll Lakeview Park and should be considered as heritage attributes in a designation under Part IV, Section 29 of the *Ontario Heritage Act* are outlined in Table 2 of Appendix A.

Next Steps

Designation Process

If Council directs staff to proceed with the designation of the Port Colborne War Memorial at H.H. Knoll Lakeview Park, a Notice of Intention to Designate (NOID) will be given to the Ontario Heritage Trust and published on the City of Port Colborne website.

If a notice of objection to the NOID is filed within 30 days, Council is required to consider the objection and make a decision whether to withdraw the NOID within 90 days. If no objections to the NOID are received within 30 days, the designation by-law will be brought forward for Council's approval within 120 days. Once the by-law has passed, a Notice of Designation (NOD) will be published on the City of Port Colborne website and is given to the Ontario Heritage Trust.

If no appeals to the NOD are received within 30 days, the by-law is registered on title and provided to the Ontario Heritage Trust. If an objection to the NOD is received, the matter is referred to the Ontario Land Tribunal, who will hold a hearing and will either approve, repeal or amend the by-law in such a manner as they may decide. The Ontario Land Tribunal may also direct the City to repeal or amend the by-law in accordance with their order. The Tribunal's decision is final and binding.

The property will be presented with a Heritage Plaque following designation at a future Council meeting, if the designation process is finalized.

Ontario Land Tribunal

A person who objects the proposed designation must within 30 days after the date of publication of the Notice of Intention to Designate, notify the City's Clerk of a Notice of Objection setting out the reason for the objection and all relevant facts.

If an objection is received, Council will consider the objection and decide whether to withdraw the Notice of Intention to Designate the property within 90 days following the end of the previously noted 30-day period.

Council may pass a by-law designating the property if they decide to proceed, notwithstanding a Notice of Objection.

Any person(s) who objects the by-law may appeal to the Ontario Land Tribunal by giving a Notice of Appeal to the City's Clerk and the Ontario Land Tribunal within 30 days after the publication date of the notice of the by-law passing.

The Notice of Appeal must set out the objection to the by-law, the reasons in support of the objection, and the Ontario Land Tribunal's fee.

The Ontario Land Tribunal will hold a hearing and will provide notice before the hearing in a manner as they may determine.

After holding the hearing, the Ontario Land Tribunal will:

1. Dismiss the appeal; or
2. Allow the appeal in whole or in part and (i) repeal the by-law, (ii) amend the by-law in the manner they determine, (iii) direct the City's Council to repeal the by-law, or direct the City's Council to amend the by-law in accordance with the Tribunal's order.

It is noted that the Ontario Land Tribunal may dismiss all or part of an appeal without holding an appeal for the reasons outlined in Section 29 (16) of the *Ontario Heritage Act.*

Alteration of a Designated Property

If future alteration, renovation or removal work is proposed that particularly affects the heritage attributes of the property, a Heritage Permit will be required. Consultation is required with the Municipal Heritage Committee and approval from Council is required, prior to the initiation of alteration, renovation or removal work of heritage attribute features.

Internal Consultations:

Internal consultation occurred with the Department of Museum and Culture regarding the background history of the site, specifically through a Staff prepared heritage report on the Port Colborne War Memorial at H.H. Knoll Lakeview Park.

Financial Implications:

There are no financial implications for the City at this time.

Public Engagement:

If Council directs Staff to proceed with creating a Notice of Intention to Designate, the public will be notified through the posting of the notice on the City of Port Colborne website, with opportunity to object the intention to designate the property within 30 days

of the posting.

Strategic Plan Alignment:

This initiative supports the following pillar of the strategic plan:

- Welcoming, Livable, Healthy Community

Conclusion:

Based on the evaluation completed in accordance with Ontario Regulation 9/06, the Port Colborne War Memorial at H.H. Knoll Lakeview Park satisfies eight of the nine criteria for determining cultural value or interest. The memorial possesses significant design, historical, associative, and contextual value through its role in commemorating military sacrifice. Its longstanding function as a place of remembrance, its prominence as a community landmark, and its association with renowned Canadian sculptor Emmanuel Hahn further contribute to its cultural heritage value. Accordingly, Staff recommend that Council direct Staff to proceed with issuing a Notice of Intention to Designate the Port Colborne War Memorial under Part IV, Section 29 of the *Ontario Heritage Act.*

Appendices:

a. Tables 1 (designation criteria) and Table 2 (heritage elements)
b. Port Colborne War Memorial Photos
c. Location Map

Respectfully submitted,

Owen McDonnell
Planning Student
owen.mcdonnell@portcolborne.ca

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.

Appendix A - Ontario Heritage Act Criteria for Designation

Table 1: Criteria for Determining Cultural Heritage Value or Interest, in accordance with O. Reg. 9/06

Criteria		Yes/No	Cultural Heritage Value or Interest
1	The property has design value or physical value because it is a rare, unique, representative or early example of a style, type, expression, material or construction method.	Yes	The Port Colborne War Memorial at H.H. Knoll Lakeview Park is a representative example of a First World War cenotaph, a commemorative monument that was widely erected across Canada to commemorate the fallen soldiers in the years following the First World War. The monument incorporates several meaningful design elements including carved stone “eternal flame” motifs near the top, inscribed dates of the First World War, and commemorative text, and a bronze sword embedded into the base of the stone. These styles reflect the symbolic themes of sacrifice and remembrance found in Canadian War Memorial designs from its time. The use of both sculptural symbolism and traditional monument forms reflects the methods of early 20th century memorial construction.
2	The property has design value or physical value because it displays a high degree of craftsmanship or artistic merit	Yes	The Port Colborne War Memorial displays a high degree of craftmanship and artistic merit through its carefully composed sculptural design and symbolic detailing created by a leading Canadian sculptor of the time, Emanuel Hahn.

Criteria		Yes/No	Cultural Heritage Value or Interest
			The cenotaph represents skilled stonework through the contrast between rough, natural stone at the base and finely carved surfaces towards the top. Artistic elements such as carved eternal flame motifs, precisely inscribed lettering, and the integration of the sheathed brass sword embedded into the stone reflect strong symbolic craftsmanship ability. The memorial exhibits a level of artistic quality and merit consistent with professionally designed war memorials of the 1920s.
3	The property has design value because it demonstrates a high degree of technical or scientific achievement	No	The Port Colborne War Memorial at H.H. Knoll Lakeview Park does not meet this criterion.
4	The property has historical value or associative value because it has direct associations with a theme, event, belief, person, activity	Yes	The Port Colborne War Memorial has strong historical and associative value through its direct connections to the First World War and subsequent conflicts. The cenotaph is directly associated with the response of the community following the significant loss of life following the First World War. It's location at H.H. Knoll Lakeview Park strengthens this historical and associative value, as the park served as the site of the Welland Canal Force camp during the war. The cenotaph still continues to be associated with Remembrance Day ceremonies as a memorial of direct association with commemorating brave sacrifice during the wars.

Criteria		Yes/No	Cultural Heritage Value or Interest
5	The property has historical or associative value because it yields, or has the potential to yield, information that contributes to an understanding of a community or culture.	Yes	The Port Colborne War Memorial has the potential to yield information that contributes to an understanding of the community's history and commemoration practice among Canadian culture. The monument itself provides insight into remembrance practices, helping them be maintained and expanded over time through its inscriptions, symbolic elements, and subsequent additions of plaques for later wars. The location drawing a connection to the Welland Canal Force further contributes to an understanding of local wartime activity and its legacy in Port Colborne.
6	The property has historical value or associative value because it demonstrates or reflects the work or ideas of an architect, artist, builder, designer or theorist who is significant to a community.	Yes	Emanual Hahn, the sculptor of the Port Colborne War Memorial was widely recognized as one of Canada's leading sculptors during the 1920s and 1920s, and the cenotaph represents his work. The memorial stands as a reflection of Hahn's approach to commemorative design. As a documented work of a prominent Canadian artist, the memorial holds cultural heritage value for its connection to his body of work and his contribution to commemorative art in Canada.
7	The property has contextual value because it is important in defining, maintaining or supporting the character of an area.	Yes	The Port Colborne War Memorial is important in supporting the character of H. H. Knoll Lakeview Park as a place of remembrance and reflection. The prominent placement at the

Criteria		Yes/No	Cultural Heritage Value or Interest
			top of the hill overlooking Lake Erie establishes it as a focal point within the park. The cenotaph has contributed to Port Colborne's most prominent park's identity. It continues to serve as the central site for Remembrance Day commemorations to maintain the cultural character of the area.
8	The property has contextual value because it is physically, functionally, visually or historically linked to its surroundings.	Yes	The Port Colborne War Memorial is physically, historically and functionally linked to its surroundings within H.H. Knoll Park. The intentional siting at the top of the hill creates a strong visual relationship with the surrounding landscape and permits its prominence as a focal point within the park. Historically, the site is directly connected to wartime activity, as the park served as the camp for the Welland Canal Force during the First World War, a local militia responsible for protecting key infrastructure. Functionally, the monument is integrated into the park as a place for organized ceremonies, such as Remembrance Day, along with informing community members and visitors of the sacrifices made by members of the Port Colborne community.
9	The property has contextual value because it is a landmark.	Yes	The Port Colborne War Memorial at H.H. Knoll Lakeview Park is a prominent landmark due to its elevated siting atop a hill overlooking Lake Erie, making it a highly visible and defining feature of the landscape. Its serving as a gathering place for

Criteria		Yes/No	Cultural Heritage Value or Interest
			Remembrance Day ceremonies in the community also reinforce the cultural significance of the landmark.

Table 2: Elements that Contribute to the Cultural Heritage Value/Interest

Criteria Description	Cultural Heritage Attribute
The Port Colborne War Memorial at H.H. Knoll Lakeview Park is a representative example of cultural, artistic, and historical significance, not only to the local community, but also nationally: 1. Representative of the desire of many communities to commemorate the sacrifices of the First World War, and provide a focal point for personal, private, and public acts of mourning and remembrance, which remain culturally important to Canadians and Canadian Society. a. Represents the work done by the local community, specifically the Port Colborne Lions, to spur the town council to commit to having the memorial built and the fundraising efforts to provide the needed money for its purchase, installation, and unveiling. b. It continues to play a central role in the community's Remembrance Day ceremonies as well as being an important landmark in H.H. Knoll Lakeview Park. 2. The cenotaph itself is the work of one of Canada's leading artists and sculptors, Emanuel Hahn. 3. The specific location of the cenotaph in the landscape holds artistic, cultural, and historical significance: a. The park was used for the camp for the Welland Canal Force stationed in Port Colborne. The force, made up of local militia volunteers from the 44th Lincoln and Welland, provided protection for the Welland Canal	Exterior • Tall upright stone cenotaph positioned prominently on the crest of a hill overlooking Lake Erie • Square stone base with smooth upper surfaces and rough, natural stones sides • Contrast between natural stone base and carved upright monument form • Decorative carved stone "eternal flame" motifs on east and west faces near the top • Inscriptions including "IN HONOURED MEMORY OF OUR GLORIOUS DEAD" • Carved years of the First World War up the sides of the monument • Sheathed brass sword embedded in the stone base • Symbolic text behind the sword "THE STRIFE IS O'ER / THEIR DUTY DONE / DEEP BURIED LIES THE SWORD" • Commemorative plaques, which include the enlarged 1951-52 plaque listing First and Second World War names and later additions for other conflicts • Relationship to surrounding landscape, including open views, elevation, and integration with park setting designed for reflection

Criteria Description	Cultural Heritage Attribute
and the Dominion (Government) Elevator during the war. b. The site of the war memorial is prominent within the park, situated on the top of the hill overlooking Lake Erie, representing the importance of the memorial to the community c. The location in the park invites quiet contemplation and reflection, and provides a suitable place for both personal, private mourning and public acts of remembrance d. The location was specifically recommended by the artist, Hahn, because it was symbolically significant due to the presence of the Welland Canal Force there but also because of the beauty of the specific site in the park.	

Appendix B

Port Colborne War Memorial Photos

Southwest View



South View - Close



South View - Plaque



West View



North View



North View - Close



North View – Sheath and Plaque



East View



Appendix A

Location Map



PORT COLBORNE

Subject: **2026 Mid-Year Financial Reporting and Strategic Plan Progress Update**

To: **Council**

From: **Financial Services Department**

Report Number: 2026-93

Meeting Date: August 11, 2026

Recommendation:

That Financial Services Department Report 2026-93 be received; and

That the recommended to and from the City's capital close-out account, reserves, capital and related projects, including the recommended project transfers and combinations, as outlined in Appendix A of Financial Services Department Report 2026-93, be approved.

Purpose:

This report provides Council with a summary of operating budget to forecast, capital and related projects, reserves, investment activity, and debt management as at the end of the first half of the year, from January 1 to June 30, 2026.

Background:

This report serves to support the strategic plan and financial reporting of the City of Port Colborne (the "City"). In previous years, Financial Services provided Council with regular updates through an in-year reporting process. This report is the first time this reporting has been presented together with updates on the City's Strategic Plan, as presented in Appendix A.

Discussion:

Strategic Plan Reporting

This report provides an update on the City's Strategic Plan and a summarized financial forecast highlighting the investments of the strategic plan. **Pages 4-26 of Appendix A** are organized under the five pillars of the Strategic Plan to present metrics and measurements on the key activities and impacts to-date.

It is important to remember this is a snapshot in time between January 1 to June 30, 2026, which was a period of significant challenge and pressure as the community responded to the prospect of governance reform initiated by other levels of government. Staff continued delivering core City services, while at the same time pivoting to adapt to new challenges and pressures and working together as a team.

There are also several priorities that were not anticipated in the original draft of the Strategic Plan but are aligned with the vision or otherwise directed by Council which are also reported with metrics to demonstrate the impact on City workflows and administration, such as the administration of the Short Term Rental Accommodation Licensing By-Law, the Health and Wellness Action Plan and critical information technology services.

Financial Reporting

In preparing the 2026 mid-year report, certain assumptions and estimates are necessary. These estimates are based on information available to staff at the time. Actual results may vary. While some high-level comments are included in the report and appendices, Council is encouraged to reach out to the City Treasurer for clarification or more information.

This report provides a forecast to December 2026 based on financial activity from January 1 to June 30, 2026, and estimated impacts looking forward. This report focuses on capital with high level updates on operations given it only covers the first 6 months of the year.

The summaries below represent forecasted financial figures for the year ended December 31, 2026. At the time of writing this report, Financial Services does forecast a balanced budget or better for the 2026 fiscal year.

Operating Forecast

As of June 30, 2026, staff continue to use the approved budget as forecast, with adjustments only for a few known or estimatable items given the timing of this report.

The balanced Levy forecast compared to budget is as follows:

Levy	Forecast	Budget	Net
Revenue	41,070,407	41,686,063	(615,656)
Personnel Expense	(21,492,418)	(21,492,418)	-
Operating Expense	(16,532,405)	(17,928,403)	1,395,998
Surplus before Transfers	**3,045,584**	**2,265,242**	**780,342**
Transfer (to)/from Capital	(9,198,645)	(8,418,303)	(780,342)
Transfer (to)/from Reserves	(876,318)	(876,318)	-
Transfer (to)/from Funds	7,029,379	7,029,379	-
Surplus/(Deficit)	**-**	**-**	**-**

The following are explanations of the forecasted variances as compared to budget:

The revenue variance of $615,656 is primarily driven by a forecasted decrease in Investment Income ($620,321) and User Charges ($195,335) offset by a forecasted increase in Penalties and Interest Income ($200,000). The Investment Income decrease reflects the use of City funds to internally finance capital projects rather than leaving those funds invested. Although this results in lower forecasted investment income, it should be considered together with the corresponding reduction in long-term debt interest expense, as internal financing reduces the need for external debt payments. The User Charges decrease represents reductions in Marina and Short-term Rental revenue based on year-to-date sales. The increase in Penalties and Interest income is based on the year-to-date transactions.

The operating expense variance of $1,395,998 is primarily driven by reductions in Interest on Long Term Debt ($925,656) and Principal on Long Term Debt ($780,342) offset by additional drainage expenses ($310,000). Both the reductions in Interest on Long Term Debt and Principal on Long Term Debt are the result of the timing of the issuance of debt. The increase in drainage expenses relates to the recognition of the Wignell Drain write-off following a tribunal decision, with further details on this write-off and its financial impact provided in a separate report.

The transfer to capital variance of $780,342 is the result of capital funding substitutions equal to the Principal on Long Term Debt reduction.

Reserve transfers have also been adjusted to balance the forecasted financial results.

Levy budget spend-to-date (before transfers and allocations) is 44.8% of the 2026 budget (2025 – 47.4%).

Pages 27-31 of Appendix A highlight the forecasted differences to budget for the levy.

As at June 30, 2026, the Rate budget is forecasting on the same basis as the Levy budget.

The balanced Rate forecast compared to budget is as follows:

Rate	Forecast	Budget	Net
Revenue	21,274,100	20,681,600	592,500
Personnel Expense	(1,575,400)	(1,575,400)	-
Operating Expense	(11,445,567)	(10,818,267)	(627,300)
Surplus before Transfers	**8,253,133**	**8,287,933**	**(34,800)**
Transfer (to)/from Reserves	(1,182,004)	(1,258,554)	76,550
Transfer (to)/from Funds	(7,071,129)	(7,029,379)	(41,750)
Surplus/(Deficit)	**-**	**-**	**-**

Water and wastewater revenue are projected as budgeted except for the addition of water billings to Asahi Kasai which are anticipated in July/August. Water payments to the Niagara Region will also be higher as a result. At the time of writing this report payments for water and wastewater to the Niagara Region are anticipated above budget as a result of continued water loss and inflow and infiltration. Any overage at year end due to water loss or inflow and infiltration will be charged to the corresponding water and wastewater reserves. Projects continue to address both water loss and inflow and infiltration.

For the Storm Sewer program, staff do not anticipate any significant variances from the approved budget at this time. Revenues and expenditures are generally tracking as expected and remain consistent with budget projections.

Rate budget spend-to-date (before transfers and allocations) is 43.2% of the 2026 budget (2025 – 42.0%)

Pages 32-34 of Appendix A highlights the forecasted differences to budget for rates.

Capital Results

This report provides the mid-year update for the 2026 Capital and Related Projects. **Pages 35-60 of Appendix A** presents an overview of project progress and the overall financial status of the capital program. To the end of June 30, Staff have completed 14 projects and recommended 19 related projects to be combined into 8. As a result, 107 approved capital and related projects remain open. Based on current project schedules and progress, staff forecast that 57 projects will be completed and closed by the end of 2026, while approximately 50 projects are expected to remain open and continue into

future years as multi-year projects. This will result in a year-over-year decrease of in the number of projects of 38, from 88 projects at the end of 2025 to 50 projects forecasted at the end of 2026.

Pages 38-57 of Appendix A provides detailed information on project expenditures, status updates, and estimated completion timelines for individual projects.

Pages 58-60 of Appendix A outlines staff recommendations to combine selected capital projects that have similar scopes of work. Consolidating these projects will improve project management and administration, provide a clearer overall view of available funding and expenditures, and support the coordinated planning and delivery of the work. The proposed project consolidations involve only transferring of remaining available funding, no additional funding is required.

Reserves

Page 61-66 of Appendix A summarizes reserve activity, forecasted year-end reserve balances, identified the approved reserve targets and/or progress or steps required to establish a final target. The completion of the Infrastructure Needs Study has provided greater visibility into capital reserve funding targets.

Development Charges

Pages 67-71 of Appendix A summarizes Development Charges collections, project spending and year-end balances as well as building permit activity to date in 2026. There is also further information regarding major developments in progress, including details containing the approval process stage, capital investment and DC commentary.

Investments

Pages 72-74 of Appendix A provides an overview of the City's investment portfolio. Year-over-year the City's investment balance has declined significantly. This decrease is the result of funds being allocated to manage financing requirements for significant capital infrastructure projects. As noted earlier in the report, the Imputed interest is calculated to recover lost investment/interest income that would otherwise have been earned from City’s reserve funds during the period that projects are internally financed.

Debt Management

Pages 75-76 of Appendix A provides a summary of the City’s debt position. This Debt Position and Outlook update is from 2026 budget. Financial Services identifies there is no new debt approved or forecasted at this time. The City is actively pursuing a Municipal Service Corporation (MSC) for Water and Wastewater. An update to the Debt Position and Outlook will accompany further MSC discussions.

As forecasted in the debt management page, the City’s borrowing capacity, as defined by the annual repayment limit (ARL), is forecasted to expand over time and is forecasted at 6.4% in 2026 on an in-year basis, it remains well below the City’s self-

imposed limit of 15% and the Province of Ontario maximum of 25%.

Internal Consultations:

Financial Services would like to thank all City departments for their leadership and cooperation in developing this report.

Financial Implications:

This financial report is for information purposes to help inform future decision making and the development of future multi-year budgets.

Public Engagement:

This report supports the City's on-going commitment to accountability and transparency.

Strategic Plan Alignment:

This report provides updates on progress to achieve the Strategic Plan, under each of the pillars:

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

Conclusion:

Financial Services reminds users of this report that, in preparing the 2026 Mid-Year report, certain assumptions and estimates are necessary. These estimates are based on information available to staff at the time. Actual results may vary.

Appendices:

a. 2026 Mid-Year Report and Strategic Plan Progress Update

Respectfully submitted,

Adam Pigeau, CPA, CA
Chief Financial Officer/Treasurer
(905) 228-8019
Adam.Pigeau@portcolborne.ca

Julie Rorison
Corporate Affairs Manager
905-228-8132
Julie.rorison@portcolborne.ca

Report Approval:

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

PORT COLBORNE

MID-YEAR PROGRESS UPDATE

Strategic Plan, Operational & Financial Updates

July 2026

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Leadership Message

While this report summarizes the City's financial forecast at the time of writing this report, it is about more than financial results. This report demonstrates how tax dollars and grant funding are being invested to advance Council's Strategic Plan.

The first six months of 2026 were marked by significant work responding to proposed governance reform while continuing to deliver core programs and services. Staff also advanced major community engagement initiatives, including gathering community input on our new Official Plan, Health Action Plan, Municipal Service Corporations, governance changes and more.

The report also reflects the City's commitment to transparency and accountability by providing regular updates on strategic progress and financial performance. Together, they help Council and the community understand how priorities are being advanced and resources are being managed.

In addition to Strategic Plan priorities, the report highlights significant emerging initiatives that shaped City operations, including the Short-Term Rental Accommodation Licensing By-law and the Health and Wellness Action Plan.

Prepared with input from the Leadership Team and Financial Services, this report is divided into two sections: progress under the Strategic Plan's five pillars, followed by the City's financial results, including operating and capital budgets, reserves, development charges, investments, and debt.

The report includes estimates based on information available at the time of preparation. While actual results may vary, the City is required under the Municipal Act to maintain a balanced budget.

Sincerely,
City of Port Colborne Leadership Team



STRATEGIC PLAN PROGRESS

Environment & Climate Change

Goal: To adapt to the global climate emergency.

Measure: Reach net-zero energy by 2040 through reduced greenhouse gas emissions and improved energy efficiency.

Action	2026 Mid-Year Activity & Impact	Progress	Forecast
Transition the City's light and medium duty fleet to electric	Ongoing, as the vehicles are up for replacement.	9 of 23	NA
Corporate Climate Action Plan		Complete	End of Year
Establish a City-wide charging network	Before 2026, chargers have been installed at: • H.H. Knoll • Market Square • Main Street Lot • Vale Health & Wellness Centre	Complete 4 of 4	4 of 4
Switch to electrification vs. gas at City facilities	Greenhouse Gas Reduction Feasibility Study is currently underway, funded by FCM. (Refer to page 36)	Ongoing	End of Year
Net-zero recreation facility in Sherkston	Currently seeking grant funding.	Ongoing	TBD

Note: Carbon offset metrics from the other environmental rehabilitation projects discussed in this report are not yet available. City staff are working towards obtaining these metrics for future reports .

Environment & Climate Change

Goal: To grow the total tree population.
Measure: Increase the canopy cover to 40% by 2040.

Action	2026 Mid-Year Activity & Impact	Progress	Forecast
City Tree giveaway program	1 of 2 giveaways completed (800 total trees).	500	900
City tree planting program (1% of property tax levy)	2026 program ongoing.	500	800
The current tree canopy coverage is 32%			

The City's Urban Forest trend is as follows (in hectares):

Location (total hectares)	2026F	2025	2024	2023
City Facilities (37.69)	0.30	0.29	0.29	0.29
City Parks & Trails (260.18)	94.28	87.55	85.03	83.26
City Streets & Sidewalks (369.53)	133.87	124.33	120.76	118.25

Goal: To improve the resiliency of the storm sewer system against current and future climate-related risks and disaster.
Measures:

- Replace the storm sewer system in areas impacted by seiche flooding events
- Minimize vulnerabilities to residences and businesses by reducing inflow and infiltration to the wastewater system.

Note: Review storm and wastewater projects in the capital section of this report. The City's Wastewater to water billed ratio (WW to W BR) is as follows:

	2026 Mid-Year	2025	2024	2023
WW to W BR	2.81:1*	1.94:1	2.08:1	2.42:1

* Staff identify all municipalities experienced high March and April environmental flows.

Welcoming, Livable and Healthy Community

Goal: To support our community health

Measures: 1. Invest in physician recruitment activities to reach 16 family physicians by 2026.
2. Facilitate partnerships that provide funding for health and social programs.

Action	2026 Mid-Year Activity & Impact	Challenges
Physician Recruitment and Retention *9 of 16 goal (21,000 residents /1,380 patients per doctor). (Note: This figure is being reevaluated)	• City funded 1 of 2 autoclaves for a local doctor group • Meetings with local physicians and healthcare partners re: Action Plan and primary care expansion funding • Ongoing work with Niagara Economic Development and physician recruiter • Maintained a fund of $400,000 for recruitment and retention • Updating of physician recruitment and retention framework and policies Impacts: • 1 new doctor (surgeon) • Primary care expansion application submitted by Niagara Ontario Health Team for South Niagara • Forthcoming provincial primary care expansion funding announcement	• Accessing sustainable provincial healthcare funding • Availability of modern or turn-key medical/ clinic space • Incentivizing doctors to choose Port Colborne • Local physician capacity • Lack of physician capacity to take on medical learners



Welcoming, Livable and Healthy Community

The following metrics reflect public engagement that went into developing the Action Plan Community Health and Wellness Action Plan up to June 30, 2026.

Action	2026 Mid-Year Activity & Impact
Healthcare Advisory Committee	• 7 committee meetings • 8 presentations by subject matter experts • Draft Community Health and Wellness Action Plan developed • Community Engagement Plan developed • Port Colborne Healthcare Analysis Report by KPMG • Healthcare Data Dashboard developed with Esri Canada
Community Engagement on draft Community Health and Wellness Action Plan Highlights	• 513 completed surveys, 356 open field comments • 44 residents attended one of four open houses • 120 residents attended focus group presentations • 93% support of the Guiding Principles • 91% overall support for the Action Plan • 60% confidence rating that the Plan can deliver results • Strongest support was for Medical Imaging and Lab Services at 95.7% • Highest Ranked Area of Focus was Better Access Through Advanced Primary Care at 60.2%
Advocacy and Legal	• City leadership and Council advocated for provincial and federal healthcare funding through ministerial meetings at the Rural Ontario Municipal Association (ROMA) and Good Roads conferences and letter writing • Sought two independent legal opinions on the closure of the UCC
Obstacles and Challenges	• Engaging with Ontario Priority Populations/underserved communities • Measuring community awareness, reach, and engagement • Lack of direct access to healthcare data, healthcare funding pathways, and no direct role in regional healthcare decision-making



Welcoming, Livable and Healthy Community

Goals: To support our community health; and
To develop policies and principles to revitalize lands, buildings and infrastructure.

Measures: Since the Strategic Plan was adopted, the City implemented a Short-Term Rental (STR) Accommodation Licensing By-law and a By-law governing Lodging Houses. Both by-laws require input from various departments including Clerks, Planning, Fire, IT and the Building / By-Law Department, with intake and support provided by Customer Service.

- Concurrent with the STR by-law, a new licensing module was introduced to administer the by-law which has led to other process improvements for other departments.

	2026 Mid-Year Activity & Impact	Notes, Challenges and Obstacles
STR Applications	640 submitted 3000 reviews completed	Given the complexity and extensive requirements, this often requires Customer Service Representatives to work closely with applicants to ensure completeness. New applications take 40 mins to 1 hour for staff to complete.
STR Inspections	A minimum of 2 inspections (Building/By-law and Fire Department) per application	Given the high volume of applications, and that a high number of applicants reside outside the City, inspections and re-inspections are ongoing.
STR Licences Issued (or conditional)	640	As noted above.
Rooming, Boarding, Lodging House By-law	1	Building/By-law Staff are fully engaged with the one licensed operator. Focus is on ensuring administrative requirements are followed and the building is compliant with residential standards.
Other By-law enforcement activities	954 files / 70 open / 884 closed 293 parking penalties issued $14,299.50 – value of tickets $32,400 collected in non-parking AMPS penalties	Aside from STR's, top issues include parking, snow removal, lot maintenance, grass and property standards.



Welcoming, Livable and Healthy Community

Goal: To lead collaboration in support of a welcoming, livable, and healthy community through partnerships with non-profits.

Measure: Benchmark a positive net promotor score (NPS) with non-profit partners

Community Activity	Organization	City Involvement / Grant	Notes
Lottery Licenses Charitable Organizations	12	Legislative Services issued 31 lottery licenses, reviewed 25 lottery license reports, generating $57,914 for community causes.	
Local Community Space and Activities	Sherkston Community Center	$16,200 Grant	Annual report required
Local Community Space and Activities	Bethel Community Center	$16,200 Grant	Annual report required
Senior Community Activities	Friends Over 55	$10,000 Grant	
Senior Community Activities	French Golden Age Center	$10,000 Grant	
Water Safety	POCOMAR	$22,144 Grant	



Welcoming, Livable and Healthy Community

Continued...

The Grant Allocation Advisory Committee is responsible for the review of applications and distribution of grants to non- profit organizations for operating or project, expenses, according to the Grant Policy. The following grant dollars were allocated so far in 2026. (The balance of the community grants will be allocated in the second half of the year.

Community Activity	Organization	City Involvement / Grant
Community Grant	Port Colborne Bocce Club	$4,000
Community Grant	Community Living - PC	$3,500
Community Grant	Port Colborne Legion	$1,500
Community Grant	Port Colborne Optimist Club	$4,000
Community Grant	Niagara Nutrition Partners	$3,200
Community Grant	Port Cares	$4,000
Community Grant	Strong Heart Program	$1,800
Total Grants		**$22,000**

Welcoming, Livable and Healthy Community

Continued...

Sport Organization Participants (Spring / Summer)	2026 Mid-Year	2025	2024
Port Colborne Minor Soccer	593	595	575
Port Colborne Minor Baseball	237	188	202
Adult Slow Pitch	380	360	320

Arena Public Programs Participants	2026 Mid-Year Registration
Public Skating	584
Drop In Pay as you Play Hockey	1,111
Senior Skate	294
Stick and Puck	355
Parents and Tot	164
21 sponsored free public skates	19 Sponsors

YMCA Programming Participants	2026 Mid-Year Registration
Total Member Visits	44,376
Total Adult/Senior Day Pass Visits	839
Total Youth Day Pass Visits	575
Total Family Swim Visits	7,846
Average program hours per week	421



Welcoming, Livable and Healthy Community

Continued...

Community Activity	Partners Included	# Sessions	# Participants
Library Programming			
Early Literacy & Learning	Centre de sante communautaire, Community volunteers	40	260
Children's Programs	Community volunteers	76	1218
Class Visits	DeWitt Carter, First Friends Daycare, St. Therese, Steele St.	13	328
Teen Programs	Port Colborne High School	8	95
Careers & Job Help	PCWorks	4	9
Community Development	Birchway Niagara, Bridges, CRA, PFLAG Niagara	19	94
Music Makerspace	N/A	16	104
Adult Programs & Learning	CBC/Radio-Canada, Community volunteers	28	271
Seniors Programs	Ontario Seniors Dental Care Program, National Film Board of Canada	7	22
Author Talks & Art Shows	Port Colborne High School, Lakeshore Catholic, Port Colborne Museum, Local artists	9	252
Book Clubs	Portal Village	8	65
Pop-Up Library	Northland Pointe, Port Colborne High School, First Friends, SportsFest, Top Hat, Easter @ VHWC	13	424
TOTAL	Page 228 of 578	**241**	**3142**



Welcoming, Livable and Healthy Community

Goal: To provide exceptional park and community event experiences

Measure:
1. Meet a benchmark of 13.1 km of trails per 20,000 residents.
2. Focus on new trails from Lockview Park to Lock 8 Gateway Park
3. Meet a benchmark of one park per 2,014 residents
4. Meet a benchmark of 11.3 acres of park per 1,000 residents

	2026 Mid-Year Activity & Impact	Benchmark
Trails	20.51 km per 20,000 residents	13.1 km per 20,000 residents
Recent Trail Additions: • Trail from Clarence Street down Welland Avenue to Lake Road. Primarily funded by grants and donation. Trails Under Development • Lockview Park across the Mellanby Ave bridge to Lock 8 Gateway Park. Funded from levy and donation.		
Parks	3.4 parks per resident	1 per 2,014 residents
Park acres	20.59 acres per resident	11.3 acres per resident

<u>Notes about current metrics:</u>
A new Parks and Recreation Master Plan and Official Plan are currently in development and may recommend updated benchmarks or strategic measures or planning for parkland and public space.

<u>Significant, unplanned event:</u>
In January, the Provincial government updated “Tailgate Event” permits under the Liquor Licence and Control Act, 2019, which required Legislative Services to establish a Bring Your Own Cultural and Community Event process for permits. Organizations and individuals are now permitted to apply to the Alcohol and Gaming Commission of Ontario for Public Special Occasion Permits – the City has adopted for the Community Concert Series.



Welcoming, Livable and Healthy Community

Goal: To provide exceptional park and community event experiences (con't)

Measure: Benchmark a positive net promotor score (NPS) for community events

Community Activity	Partner	Participants	NPS
Sports Fest	CM Steele Insurance & Portage Mutual	2,000	80
Top Hat Ceremony	Port Colborne Fair Trade Committee	150	N/A
Easter	YMCA	1000	67
Ultimate Movie Nights	YMCA	50/per movie	N/A
New Year's Eve	YMCA	1100	100
Polar Plunge	Torch Run, Special Olympics, NRP, Leons	120	67
Museum Travelling Exhibit Nos Histoire- Telling Our Stories Museums Assistance Program Grant, Putting Port Colborne On the Map Exhibit	École Saint-Joseph, Vale Centre, Église Saint-Jean-de-Brébeuf, Centre Polyvalent, École Saint-Jean-de-Brébeuf. Museum Auxiliary	13,740	Data to be in future report
Roselawn Community Curator Exhibit & Community Curator Redrawn New Horizons for Seniors Grant, Painting the Town Exhibit, Accessibility Ramp Dedication, Music on the Lawn	Port Colborne Public Library, Port Colborne High School, Senior Advisory Committee. Friends of Roselawn Centre	2,937	
Museum & Culture Tours, Heritage Week, March Break, Archives Week, Outreach, Arabella's Pie Social & History Fair	Chamber of Commerce, Cruise Ships, Probus, Brock University	3,811	
Roselawn Theatre 13 concerts, 2 plays, 1 Comedian	Ontario Council of Arts	5,313	



Economic Prosperity

Goal: To develop policies and principles to revitalize lands, buildings, and infrastructure

Measures: Establish growth management principles to intensify density and an appropriate mix of housing in the urban core

Project	Comments	Timeline
Official Plan	• Official Plan project is underway • The Official Plan will identify new Strategic Growth Areas, Intensification Areas and a modernized density framework • First Draft will be released in July 2026, with public engagement to follow. • Statutory Public Meeting is tentatively scheduled for August 2026. • Staff are aiming to present the final Official Plan for Adoption to Council by November 2026. • Following Council Adoption, it will be sent to the Province for approval.	2026
Zoning Bylaw	To begin in 2027	2029
Planning Department Process Improvements	• Close-out of more than 10 “legacy” projects • Processing 7 new applications to completion • New applications continue to be processed within Planning Act timeframes • New procedure for application review and return of comments to applicants • New development notice sign and protocols • Establishing new engagement and pre-engagement procedures for development applications	Complete/ ongoing



Economic Prosperity

Goal: To develop policies and principles to revitalize lands, buildings, and infrastructure

Measures: Incentivize private sector investment in commercial façade improvements, residential redevelopment, brownfield remediation, and industrial redevelopment through new or improved CIP

	2026 F	2025	2024	2023
Environmental Site Assessment Grant	2 $19,486	1 $12,300	3 $34,310	2 $12,415
Urban Design Grant	1 $2,000	0	2 $6,875	0
Façade improvements	2 $26,367	13 $67,614	16 $213,686	16 $83,606
Residential Grant	-	3 $82,440	4 $151,230	2 $88,000
Affordable Rental Housing Grant	1 $11,520 (approved, not paid)	0	0	N/A
Brownfields Tax Assistance Program (TAP)	0	0	0	0
Tax Incentive Grant (TIG)	-	2 $19,242	1 $2,132	1 $3,438
Development Charge Grant (DCG)	-	0	0	0
Niagara Gateway Economic Zone and Centre CIP	-	1 $TBD*	2 $TBD*	0

Note: Grants are paid out at completion of project requirements. Timing may differ. *The projects are Jungbunzlauer and Asahi Kasei which are still under construction, CIP value is not yet known.



Economic Prosperity

Goal: To develop property progressively and judiciously

Measures:

1. Develop new industrial park on Invertose Road and Progress Drive
2. Partner on the redevelopment of wharves 18.1, 18.2, and 18.3
3. Develop redundant lands in the H.H. Knoll Lakeview Park area
4. Develop the lands between Lakeshore Catholic HS and Chestnut St.

Measures	Comments	Project Timeline
Industrial Park	Work is progressing on final plan. Through Mid-Year 2026, a deal has been in development for sale of land in new industrial park, as reported to Council in June.	T2 2026
Wharves 18.1, 18.2, and 18.3	Some funding for rehabilitation have not yet been met by the St. Lawrence Seaway. Government relations and advocacy continues for additional funding to complete the project.	2029
H.H. Knoll Lakeview Park lands area	Project remains in early planning, RFPs to follow. Redesignation of the lands is being completed through the OP. Redevelopment will be incorporated into a broader waterfront redevelopment strategy.	2029
Lakeshore Catholic HS, Chestnut St lands	Project remains in planning stage. Redesignation of the lands is being completed through the OP.	2027

Increased Housing Options

Goal: To develop policies, by-laws, and processes that provide more diverse (form and tenure) housing options

Measures: 1.Update the Official Plan and Zoning By-law (see page 16)

2. Streamline the development approvals process and implement a minimum affordable housing target requirement

In addition to the Strategic Plan measures, in March 2025, it was announced that the City was eligible for up to $4.3M from the Housing Accelerator Fund to support expediting the delivery of 371 new housing units within the HAF timeframe (3 years)

Project	Comments	Timeline
Higher density development	OP and Zoning By-Law Amendments approved. Refer to Report 2025 198	Complete
Climate adaptability plan integration	Climate Adaptability Plan has been provided to the City's Official Plan Consulting Team to implement policy directions in the new OP.	Ongoing with OP – (July 2026 Public Engagement Nov. 2026 Council adoption)
Housing Strategy Implementation	Updates to Council provided through Report 2025-170 Several of the Strategic Actions identified in the Strategy have been implemented through HAF initiatives and/or through the New OP Project	Ongoing
Affordable Housing partnerships	Updated MOU for King-Haney project with NRH. Environmental studies and surveys complete, buildings have been demolished, soil remediation started. Council approved the transfer of two City owned properties to NRH. Refer to Report 2026-36	Construction could start in Q2/2027 pending funding
Review parking requirements in intensification area	Reduced parking rate of 1.1 spaces per unit for residential apartment, approved Nov. 2025, see Council Report – 2025-199	Complete
Infill development and housing density policy	The OP will introduce new policies including increased density and intensification areas to support development and housing diversity	Ongoing with OP - July 2026 Public Engagement Nov. 2026 Council adoption



Increased Housing Options

HAF-supported projects, continued…

Project	Comments	Timeline
Housing-Focused Municipal Services Corporation (MSC)	A new Municipal Services Corporation (MSC) will be created to support affordable housing through innovative financing and partnerships. Funding will cover startup costs, feasibility studies for repurposing City land/facilities, and early-stage project planning. Mid-Year 2026 work included preliminary legal work, financial modelling, discussions with potential partners and lenders	Ongoing, 2026
Wastewater Lining capacity building	Addressing inflow/infiltration issues to improve wastewater system efficiency. HAF funding will support relining 1/3 of wastewater lines, increasing treatment plant capacity to enable more housing development.	Engineering work and procurement in Q2/2026 and lining work to happen Q4/2026

Increased Housing Options

Goal: To increase the number of affordable housing options

Measure: Track annual changes in the number of housing units and type of housing options

	2026	2025	2024	Target
Number of affordable/ non-market housing units (current)*	238	238	196	196
*Note - this includes only Niagara Region Housing (NRH) Units and/ or units in buildings that have entered into Service Manager Agreements with NRH. Beyond the 238 reported NRH Units, 2021 Census Data indicates that there are an additional 1,775 rental housing units in the private market that are below market rent.				
Housing Accelerator Fund (HAF) Commitment				103*

Future Projects		
King-Haney project with Niagara Regional Housing (see page 18 for updates)	Refer to Report 2026-36 and page 19 – to be realized post-2026	50-80
547 King Street	30 – with at least 10% to be "affordable" OPA and ZBA approved June 23 in Report 2026-96. Site Plan process to follow. Units may not be realized until post-2026	30

Notes on the City's affordable housing targets:

- *103 units includes any affordable housing units constructed between 2025-2027 and would include the Haney St development and 547 King Street Development, should permits be obtained within that timeframe.
- The housing supply growth target assigned to the City through CMHC Housing Accelerator Fund commitment is 371 homes over 3 years:
  - 128 are projected to be realized as a result of HAF funding (incentivized)
  - 243 are projected based on natural growth trends (no incentives)
- Additional sub-targets for certain housing types are assigned by CMHC.
- Based on the first-year report, CMHC validated that 78 permitted units were achieved, enabling the release of a traunch of HAF equal to $1,094,750.

Sustainable & Resilient Infrastructure

Goal: To implement capital projects required for the sustainability of the water, wastewater, and storm water rate systems.

Measure: 1. Reduce the wastewater to water billed ratio to 1 by 2040.
2. Reduce the water loss rate to 15% by 2040.

	2026 Mid-Year	2025	2024	2023
Water M^3 in '000s				
Water purchases from Niagara Region	1,692	3,189	2,925	2,763
Total Water of Niagara Region	29,001	61,320	58,459	56,474
Port Colborne %	5.83%	5.20%	5.00%	4.89%
				Wastewater M^3 in '000s
Wastewater sent to Niagara Region	2,355	3,243	3,468	4,130
Total Wastewater of Niagara Region	47,288	67,963	71,248	76,721
Port Colborne %	4.98%	4.77%	4.87%	5.38%
Wastewater to water billed ratio	2.82	1.94	2.08	2.42
				Billing M^3 in '000s
Water billed	836	1,668	1,665	1,705
Water billed vs. water purchased	49.41%	52.33%	56.93%	61.69%
Water loss rate	50.59%	47.67%	43.07%	38.31%
Water breaks (YTD)	16	42	20	5
Proactive Leak Detection (YTD)	16	28	0	2
Additional Data (YTD)				
Lake level (Avg. YTD cm above datum)	65.6	73.0	96.6	97.0
Precipitation (mm)	429	681.0	816.0	992.0

M^3 = cubic meters = 1 M^3 = 1,000 liters. Projects related to water and wastewater can be found in the following pages related to Sustainable & Resilient Infrastructure goals the Capital and Related Projects update section of this report.

Sustainable & Resilient Infrastructure

Goal: To sustainably renew and improve infrastructure.

Measure: For all assets to have a condition assessment above “very poor” per the City’s Asset Management Plan.

Measure	2026	2025	2024	2023
Stormwater Goal: Remaining asset life of 20% or greater by 2030	88.79%	88.24%	88.85%	90.69%
Wastewater Goal: Remaining asset life of 20% or greater by 2030	96.55%	96.04%	95.92%	77.60%
Water Goal: Remaining asset life of 20% or greater by 2040	61.39%	63.84%	63.36%	61.82%
Bridges and Culverts Goal: Bridge Condition Index >= 41 by 2030	97.65%	100.00%	100.00%	97.85%
Roads and Sidewalks Goal: Pavement Condition Index >= 35 by 2030	99.52%	99.48%	99.48%	99.25%
Facilities Goal: Facility Condition Index <= 10% by 2030	72.37%	73.02%	72.37%	90.63%
Parks Goal: TBD from Parks and Recreation Masterplan	TBD	TBD	TBD	TBD

Note: Changes year to year are not linear in nature as condition may deteriorate faster or slower than estimated and are subject to maintenance and/or improvement or replacement techniques. The goal is no assets rated “very poor”.

Sustainable & Resilient Infrastructure

Goal: To sustainably renew and improve infrastructure

Information technology plays a central role in delivering exceptional services across the organization. It is essential to the City's operations and informs program decisions.

Actions to enhance digital infrastructure, cybersecurity, and service delivery are embedded throughout this report and led by Information Technology Services. Key measures are outlined below.

	2026
Digital Infrastructure	Implementing collaboration with City of Niagara Falls and partner municipalities to develop a shared Revenue Management System
Cybersecurity	AI governance updates focused on strengthening oversight and reducing risk No cyber security breaches reported
Service Delivery and Operational Improvements	New digital workflows to support museum archive operations
Technology Upgrades	Planning for Council Chambers technology enhancements Upgrades to security at Vale Centre, and continuing across our sites

Sustainable & Resilient Infrastructure

As of the most recent updated to the City's Asset Management Plan Update (June 2026) the following table represents the replacement values and assessed conditions of the City's assets:

	Very good, good, fair	Poor	Very poor and unknown	Total
Rate Funded				
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**

Levy Funded				
Transportation	502,178,341	28,583,690	14,728,237	545,490,268
Emergency Services	4,587,970	1,137,663	4,936,625	10,662,258
Facilities	53,589,220	8,593,781	23,740,725	85,923,726
Fleet & Equipment	9,390,507	1,904,882	348,142	11,643,531
Information Technology	1,885,892	492,663	932,351	3,310,906
Library	148,701	62,597	277,361	488,659
Natural Assets	6,256,536	105,838	740,868	7,103,242
Parks	3,886,275	5,449,306	23,432,342	32,767,923
Total Levy Funded	**581,923,442**	**46,330,420**	**69,136,651**	**697,390,513**
All Assets Total	**1,448,821,839**	**181,581,837**	**312,067,112**	**1,942,470,788**

Sustainable & Resilient Infrastructure

Significant projects directly addressing the “very poor and unknown” category which is commonly referred to as deferred maintenance include:

	Budget	Projected Completion Timeline	More Information
Levy Funded			
Roselawn Roof Replacement	616,000	2026 T3	Work to the flat roof
Ladder Fire Truck	3,000,000	2028 T3	Replace the current ladder truck with one that meets current response needs
IT Evergreening	190,000	2027 T1	Ensures IT equipment is modernized as required
Fleet Replacement (2025)	1,245,916	2027 T1	Ensures fleet vehicles are kept in good repair

	Budget	Projected Completion Timeline	More Information
Rate Funded			
Lateral Launches	463,926	2027 T1	Lateral repairs for I&I mitigation
Wastewater Lateral Rehabilitation	4,268,700	2028 T3	Lateral lining for I&I mitigation
CIPP Wastewater Relining	7,666,196	2027 T1	Wastewater main lining for I&I mitigation
2026 – 2028 Watermain Lining Program	6,600,000	2028 T3	Watermain lining for lifespan improvement and reduction of water loss

OPERATING FORECAST

2026 Mid-Year Forecast

Forecast Summary	Levy	Water	Wastewater	Stormwater	Total
Revenue					
Property Tax	29,184,100	-	-	-	29,184,100
User Charges	4,273,182	8,163,000	10,065,900	2,988,000	25,490,082
Government Transfer - Capital	2,176,369	-	-	-	2,176,369
Government Transfer - Operating	2,895,893	-	-	-	2,895,893
Investment Income	200,000	-	-	-	200,000
Other Revenue - Capital	3,000	-	-	-	3,000
Other Revenue - Operating	1,537,863	-	-	-	1,537,863
Penalties and Interest	800,000	22,800	34,400	-	857,200
Total Revenue	**41,070,407**	**8,185,800**	**10,100,300**	**2,988,000**	**62,344,507**
Expenses					
Personnel					-
Salaries & Wages	16,401,350	1,177,300	-	-	17,578,650
Benefits	5,091,068	398,100	-	-	5,489,168
Personnel Subtotal	**21,492,418**	**1,575,400**	**-**	**-**	**23,067,818**
Non-Personnel					-
Materials	8,187,558	245,400	125,914	21,900	8,580,772
Contract Services	4,911,500	308,929	414,724	135,000	5,770,153
Interest on Long Term Debt	915,044	-	-	-	915,044
Principal on Long Term Debt	1,055,658	-	-	-	1,055,658
Rents and Financial Expenses	662,390	-	-	2,100	664,490
External Transfer to Others	795,255	58,600	137,400	-	991,255
Gains/Losses	5,000	-	-	-	5,000
Unreconciled Expense	-	-	-	-	-
Other Agency Payout	-	3,597,200	6,398,400	-	9,995,600
Non-Personnel Subtotal	**16,532,405**	**4,210,129**	**7,076,438**	**159,000**	**27,977,972**
Total Expenses	**38,024,823**	**5,785,529**	**7,076,438**	**159,000**	**51,045,790**
Surplus/(Deficit) Before Allocation	**3,045,584**	**2,400,271**	**3,023,862**	**2,829,000**	**11,298,717**
Allocations					
Allocated Out	(12,173,030)	-	-	-	(12,173,030)
Allocated In	12,173,030	-	-	-	12,173,030
Total Allocations	**-**	**-**	**-**	**-**	**-**
Transfers					
Transfer Between Companies	-	-	-	-	-
Transfer to/(from) Reserve	876,318	915,700	(197,587)	463,891	2,058,322
Transfer Between Funds	2,169,266	1,484,571	3,221,449	2,365,109	9,240,395
Transfers	**3,045,584**	**2,400,271**	**3,023,862**	**2,829,000**	**11,298,717**
Surplus/(Deficit)	**-**	**-**	**-**	**-**	**-**

2026 Budget

Budget Summary	Levy	Water	Wastewater	Stormwater	Total
Revenue					
Property Tax	29,184,100	-	-	-	29,184,100
User Charges	4,468,517	7,570,500	10,065,900	2,988,000	25,092,917
Government Transfer – Capital	2,176,369	-	-	-	2,176,369
Government Transfer – Operating	2,895,893	-	-	-	2,895,893
Investment Income	820,321	-	-	-	820,321
Other Revenue – Capital	3,000	-	-	-	3,000
Other Revenue – Operating	1,537,863	-	-	-	1,537,863
Penalties and Interest	600,000	22,800	34,400	-	657,200
Total Revenue	**41,686,063**	**7,593,300**	**10,100,300**	**2,988,000**	**62,367,663**
Expenses					
Personnel					
Salaries & Wages	16,401,350	1,177,300	-	-	17,578,650
Benefits	5,091,068	398,100	-	-	5,489,168
Personnel Subtotal	**21,492,418**	**1,575,400**	**-**	**-**	**23,067,818**
Non-Personnel					
Materials	7,877,558	245,400	125,914	21,900	8,270,772
Contract Services	4,911,500	308,929	414,724	135,000	5,770,153
Interest on Long Term Debt	1,840,700	-	-	-	1,840,700
Principal on Long Term Debt	1,836,000	-	-	-	1,836,000
Rents and Financial Expenses	662,390	-	-	2,100	664,490
External Transfer to Others	795,255	58,600	137,400	-	991,255
Gains/Losses	5,000	-	-	-	5,000
Unreconciled Expense	-	-	-	-	-
Other Agency Payout	-	3,169,900	6,198,400	-	9,368,300
Non-Personnel Subtotal	**17,928,403**	**3,782,829**	**6,876,438**	**159,000**	**28,746,670**
Total Expenses	**39,420,821**	**5,358,229**	**6,876,438**	**159,000**	**51,814,488**
Surplus/(Deficit) Before Allocation	**2,265,242**	**2,235,071**	**3,223,862**	**2,829,000**	**10,553,175**
Allocations					
Allocated Out	(12,173,030)	-	-	-	(12,173,030)
Allocated In	12,173,030	-	-	-	12,173,030
Total Allocations	**-**	**-**	**-**	**-**	**-**
Transfers					
Transfer Between Companies	-	-	-	-	-
Transfer to/(from) Reserve	876,318	750,500	44,163	463,891	2,134,872
Transfer Between Funds	1,388,924	1,484,571	3,179,699	2,365,109	8,418,303
Total Transfers	**2,265,242**	**2,235,071**	**3,223,862**	**2,829,000**	**10,553,175**
Surplus/(Deficit)	**-**	**-**	**-**	**-**	**-**

2026 Mid-Year Levy Forecast to Budget

Levy	2026 Budget	2026 Forecast	Comment
Revenue			
Property Tax	29,184,100	29,184,100	
User Charges	4,468,517	4,273,182	Reduction in Marina and Short Term Rental revenue based on YTD sales
Government Transfer - Capital	2,176,369	2,176,369	
Government Transfer - Operating	2,895,893	2,895,893	
Investment Income	820,321	200,000	Reduction in Investment Income is offset by $926,000 of imputed interest which is equal to the reduction on the Interest on Long Term Debt
Other Revenue - Capital	3,000	3,000	
Other Revenue - Operating	1,537,863	1,537,863	
Penalties and Interest	600,000	800,000	Forecasted increase based on YTD revenue
Total Revenue	**41,686,063**	**41,070,407**	
Expenses			
Personnel			
Salaries & Wages	16,401,350	16,401,350	
Benefits	5,091,068	5,091,068	
Personnel Subtotal	**21,492,418**	**21,492,418**	
Non-Personnel			
Materials	7,877,558	8,187,558	Additional Drainage Expenses based on the Provincial Tribunal decision
Contract Services	4,911,500	4,911,500	
Interest on Long Term Debt	1,840,700	915,044	Reduction in debt servicing cost due to timing of debt issuance
Principal on Long Term Debt	1,836,000	1,055,658	Reduction in debt servicing cost due to timing of debt issuance
Rents and Financial Expenses	662,390	662,390	
External Transfer to Others	795,255	795,255	
Gains/Losses	5,000	5,000	
Unreconciled Expense			
Other Agency Payout			
Non-Personnel Subtotal	**17,928,403**	**16,532,405**	
Total Expenses	**39,420,821**	**38,024,823**	
Surplus/(Deficit) Before Allocation	**2,265,242**	**3,045,584**	

2026 Mid-Year Levy Forecast to Budget (con't)

Levy	2026 Budget	2026 Forecast	Comment
Allocations			
Allocated Out	(12,173,030)	(12,173,030)	
Allocated In	12,173,030	12,173,030	
Total Allocations	-	-	
Transfers			
Transfer Between Companies			
Transfer to/(from) Reserve	876,318	876,318	
Transfer Between Funds	1,388,924	2,169,266	Increase transfer to capital equal to reduction in the Principal on Long Term Debt
Total Transfers	**2,265,242**	**3,045,584**	
Surplus/(Deficit)	-	-	

2026 Mid-Year Water Forecast to Budget

Water	2026 Budget	2026 Forecast	Comment
Revenue			
User Charges	7,570,500	8,163,000	Increased revenue due to AK
Government Transfer - Capital			
Government Transfer - Operating			
Investment Income			
Other Revenue - Capital			
Other Revenue - Operating			
Penalties and Interest	22,800	22,800	
Total Revenue	**7,593,300**	**8,185,800**	
Expenses			
Personnel			
Salaries & Wages	1,177,300	1,177,300	
Benefits	398,100	398,100	
Personnel Subtotal	**1,575,400**	**1,575,400**	
Non-Personnel			
Materials	245,400	245,400	
Contract Services	308,929	308,929	
Interest on Long Term Debt			
Principal on Long Term Debt			
Rents and Financial Expenses			
External Transfer to Others	58,600	58,600	
Gains/Losses			
Unreconciled Expense			
Other Agency Payout	3,169,900	3,597,200	YTD Water purchases from Region are forecasted higher than budget. A driver is the commissioning of the East Side Employment Lands and continued water loss.
Non-Personnel	**3,782,829**	**4,210,129**	
Total Expenses	**5,358,229**	**5,785,529**	
Surplus/(Deficit) Before Allocation	**2,235,071**	**2,400,271**	
Allocations			
Allocated Out			
Allocated In			
Total Allocations	**-**	**-**	
Transfers			
Transfer Between Companies			
Transfer to/(from) Reserve	750,500	915,700	Adjusted transfer to Reserve to account for forecasted changes
Transfer Between Funds	1,484,571	1,484,571	
Total Transfers	**2,235,071**	**2,400,271**	
Surplus/(Deficit)	**-**	**-**	

2026 Mid-Year Wastewater Forecast to Budget

Wastewater	2026 Budget	2026 Forecast	Comment
Revenue			
User Charges	10,065,900	10,065,900	
Government Transfer - Capital			
Government Transfer - Operating			
Investment Income			
Other Revenue - Capital			
Other Revenue - Operating			
Penalties and Interest	34,400	34,400	
Total Revenue	**10,100,300**	**10,100,300**	
Expenses			
Personnel			
Salaries & Wages			
Benefits			
Personnel Subtotal	-	-	
Non-Personnel			
Materials	125,914	125,914	
Contract Services	414,724	414,724	
Interest on Long Term Debt			
Principal on Long Term Debt			
Rents and Financial Expenses			
External Transfer to Others	137,400	137,400	
Gains/Losses			
Unreconciled Expense			
Other Agency Payout	6,198,400	6,398,400	YTD Wastewater purchases from Region are forecasted higher than budget resulting from inflow and infiltration.
Non-Personnel Subtotal	**6,876,438**	**7,076,438**	
Total Expenses	**6,876,438**	**7,076,438**	
Surplus/(Deficit) Before Allocation	**3,223,862**	**3,023,862**	-
Allocations			
Allocated Out			
Allocated In			
Total Allocations	-	-	
Transfers			
Transfer Between Companies			
Transfer to/(from) Reserve	44,163	(197,587)	Adjusted transfer to Reserve to account for forecasted changes
Transfer Between Funds	3,179,699	3,221,449	Increased transfer to capital fund
Total Transfers	**3,223,862**	**3,023,862**	
Surplus/(Deficit)	-	-	

2026 Mid-Year Storm Sewer Forecast to Budget

Storm Sewer	2026 Budget	2026 Forecast	Comment
Revenue	-	-	
Property Tax			
User Charges	2,988,000	2,988,000	
Government Transfer - Capital			
Government Transfer - Operating			
Investment Income			
Other Revenue - Capital			
Other Revenue - Operating			
Penalties and Interest			
Total Revenue	**2,988,000**	**2,988,000**	
Expenses	-	-	
Personnel	-	-	
Salaries & Wages			
Benefits			
Personnel Subtotal	**-**	**-**	
Non-Personnel	-	-	
Materials	21,900	21,900	
Contract Services	135,000	135,000	
Interest on Long Term Debt			
Principal on Long Term Debt			
Rents and Financial Expenses	2,100	2,100	
External Transfer to Others			
Gains/Losses			
Unreconciled Expense			
Other Agency Payout			
Non-Personnel Subtotal	**159,000**	**159,000**	
Total Expenses	**159,000**	**159,000**	
Surplus/(Deficit) Before Allocation	**2,829,000**	**2,829,000**	
Allocations	-	-	
Allocated Out			
Allocated In			
Total Allocations	**-**	**-**	
Transfers			
Transfer Between Companies			
Transfer to/(from) Reserve	463,891	463,891	
Transfer Between Funds	2,365,109	2,365,109	
Transfers	**2,829,000**	**2,829,000**	
Surplus/(Deficit)	**-**	**-**	

CAPITAL RESULTS

2026 Mid-Year Capital and Related Projects Summary

Department	2025 YE	2026 B	Addition	CL	CL F	2026 YE
Facilities	16	4	2	(5)	(10)	**7**
Fleet and Equipment	3	1	-	-	(1)	**3**
Communications	2	-	-	-	(2)	**-**
Information Technology	9	4	-	(3)	(6)	**4**
Community Safety	3	1	-	-	(3)	**1**
Planning and Government Relations	15	3	-	(1)	(7)	**10**
Marina	1	-	-	-	-	**1**
Cemetery	2	1	-	(2)	-	**1**
Parks	6	-	-	(1)	(1)	**4**
Public Works - Other	4	-	-	-	(2)	**2**
Transportation	12	11	-	(5)	(7)	**11**
Storm Sewer	4	2	-	-	(4)	**2**
Water	4	2	-	-	(4)	**2**
Wastewater	7	2	-	(1)	(3)	**5**
Total	**88**	**31**	**2**	**(14)**	**(57)**	**50**

Legend:

2025 YE - open projects at the end of 2025
2026 B - 2026 Budget
Additions - new projects approved by Council in-year
CL - number of Projects closed out in M1
CL F - number of projects forecasted to be completed/closed out by year-end
2026 YE - number of project forecasted to remain open at the end of the year

2026 Mid-Year Capital and Related Projects Summary

Department	2025 YE ($)	2026 B ($)	Addi ($)	SP/CL ($)	SP/CL F ($)	2026 YE ($)
Facilities	2,974,153	863,000	215,000	(687,472)	(571,025)	2,793,656
Fleet and Equipment	1,589,051	363,000	-	(709,292)	45,443	1,288,203
Communications	16,252	-	-	-	(16,252)	-
Information Technology	1,595,154	560,000	-	(266,362)	(500,846)	1,387,946
Community Safety	510,280	3,000,000	-	(160,498)	(349,781)	3,000,000
Planning and Government Relations	2,857,061	2,400,000	-	(542,844)	(657,731)	4,056,486
Marina	15,606	-	-	-	-	15,606
Cemetery	125,000	135,000	-	(11,200)	-	248,800
Parks	1,981,774	-	-	(92,516)	(40,842)	1,848,416
Public Works - Other	9,954,679	-	-	(4,761,654)	(1,809,423)	3,383,603
Transportation	1,690,568	2,409,486	-	(777,671)	(758,684)	2,563,698
Storm Sewer	319,308	1,000,000	-	(34,370)	(284,938)	1,000,000
Water	3,180,012	7,100,000	-	(563,714)	(2,714,497)	7,001,801
Wastewater	8,756,289	1,950,000	-	(2,401,551)	(1,198,353)	7,106,384
Total	**35,565,187**	**19,780,486**	**215,000**	**(11,009,144)**	**(8,856,929)**	**35,694,598**

Legend:

2025 YE - open projects remaining funding at the end of 2025
2026 B - 2026 Budget
Addi - new projects approved by Council in-year
SP/CL - projects spending and funds closed out in M1
SP/CL F - forecasted project spending and funds to be closed out by year-end
2026 YE - remaining funding for open projects at the end of the year

2026 Mid-Year Capital and Related Projects Detail

Facilities

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
VHWC Energy Audit / Feasibility Study	2024	-	Combined into 26C-FA-R02.	Q2 2026
City Hall Energy Audit / Feasibility Study	2024	-	Combined into 26C-FA-R02.	Q2 2026
Net Zero Building Feasibility Study - Sherkston Community Centre	2024	100,000	Funding options are currently being evaluated, looking for net-zero building and green municipal funding.	Q4 2027
Events Infrastructure	2024	93,656	Purchasing additional infrastructure in 2026, items to be purchased are with a goal to reduce operating costs (i.e.. Electrical panels/panel box).	Q2 2027
Heritage Resource Centre Capital Improvements	2024	12,500	Funding options are currently being evaluated before project is underway, works are pending.	Q4 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Facilities (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Museum Capital Improvements	2024	-	Complete.	Q2 2026
Roselawn Capital Improvements	2024	-	Complete.	Q2 2026
Accessible Step Up (Stop Gap) Initiative	2025	10,000	West St Ramps - project is ongoing at this time.	Q4 2026
Exit and Emergency Lighting - Various Facilities	2025	63,000	City is part of a joint procurement process for emergency lighting that is going to tender by the Niagara Region in August 2026. Awarding of the contract projected for September. City intends to use the new project to do the work. Replacement areas are identified already.	Q4 2026
Bethel Community Centre Furnace Replacement	2025	3,855	Furnaces are installed; damper installation is pending.	Q3 2026
Museum Williams Home Furnace Replacement	2025	15,000	Complete, project to close once all invoices are received.	Q3 2026
Roselawn and Museum Facilities Upgrades	2025	-	Complete.	Q2 2026
Vale Health and Wellness Centre Building Upgrades	2025	47,663	Purchase Order (PO) has been issued for arena blinds and deposit has been paid, delivery and installation has not occurred yet.	Q4 2026
City Hall Floor Layout Design and Improvement	2025	5,460	Some final workstations are on backorder and will be installed summer of 2026, project to close thereafter.	Q3 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Facilities (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Roselawn Accessibility Ramps, Washrooms and Foyer Upgrades	2025	19,123	Complete, project to close once all invoices are received.	Q4 2026
L. R. Wilson Heritage Research Archives Expansion	2025	2,000,000	Contract has been awarded and preliminary design is underway. Construction to be initiated when design is complete (anticipated for spring 2027). Completion anticipated by the end of 2027.	Q4 2027
Roselawn Roof Replacement	2026	352,424	Project has begun, change order in progress at this time. Completion projected for late summer 2026.	Q4 2026
City Hall HVAC Replacement and Air Balance Testing	2026	42,000	In early stages at this time, contractors to be obtained. Furnaces have not been installed yet.	Q4 2026
Arabella's Tea Room Window Refurbishments	2026	20,000	Scope of work being finalized.	Q3 2027
YMCA Upgrades	2026	185,000	New lockers to be installed in September 2026, procurement for fitness equipment is ongoing as of this report.	Q2 2027
One-time City Hall Maintenance Project	2026	120,000	Project in the planning stage at this point, work to commence fall 2026.	Q2 2027

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Facilities (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
City Facilities Feasibility Study (City Hall, Op Center, VHWC, Fire Hall, Library, Museum, Roselawn)	2026	275,000	Approved by council, PO has been issued and contractor awarded. Kickoff meeting has occurred. Work to get underway in the fall.	Q2 2027
Total		**3,364,681**		

Fleet and Equipment

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Fleet Replacement (2024)	2024	407,827	Partial payment has occurred toward the dump trucks, delivery expected in the fall of 2026, customization to take place afterward.	Q2 2027

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Fleet and Equipment (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
EV Charging Station	2024	(45,443)	Public EV stations are not ours, they are Flo's. From the pole down is our infrastructure on Level 2's but Level 1's are Flo's. Costs in the project are associated with City-owned infrastructure only. Additional funding of $60,000 was approved in 2025. Transformer for Ops and Fire Hall will be City owned and is outstanding at this time and confirm return amount (still TBD). Lines are set up, but we are waiting for CNP to get back to the contractor to set up the City facility's transformers. Refund amount determined after that.	Q4 2026
Fleet Replacement (2025)	2025	581,696	RTV received, dump truck partial payment has been paid, delivery to occur in fall 2026, customization to take place after delivery.	Q2 2027
Fleet Replacement (2026)	2026	298,680	Zamboni is on order, RTV has arrived, zero-turn has arrived. Still pending are the van and boat motor. Pickup truck purchase is pending EV charger installation at City Hall.	Q4 2028
Total		**1,242,759**		

2026 Mid-Year Capital and Related Projects Detail (con't)

Communications

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Main Street Banners	2022	1,252	Complete, project to close once all invoices are received.	Q3 2026
Service Club Sign - City Limit Highway 140	2022	15,000	Complete, project to close once all invoices are received.	Q3 2026
Total		**16,252**		

Information Technology

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Facilities Security System Upgrade	2023	68,278	Ongoing - Library, Bethel, Roselawn and Marina buildings are complete, some maintenance ongoing to fully put the new buildings into service. Upcoming buildings: City Hall, Operations Centre, Museum and Library.	Q4 2026
Water/Wastewater Digital Compliance System Replacement	2023	29,965	Second phase of the project is underway.	Q4 2026
Enterprise Resource Planning	2024	198,895	Training concluding summer 2026, HR components to be implemented later in the summer/early fall.	Q4 2026
Video Surveillance Program	2024	-	Combined into 26C-IT-BC3.	Q2 2027
Develop and Optimize GIS Project	2024	479,186	Options for the full scope of this project are being investigated.	Q4 2027

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Information Technology (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
IT Evergreening (2025)	2025	-	2026 computers and phones purchased, outstanding funds in this project combined into 26C-IT-BC1.	Q4 2026
Video Surveillance (2025)	2025	-	Combined into 26C-IT-BC3.	Q2 2027
Property Tax and Rate Billing Software	2025	148,249	Participating in discovery project with MPAC exploring revenue management software for Ontario municipalities along with City of Niagara Falls and City of Hamilton.	Q4 2027
Data Cloud Migration	2025	150,000	Relates to SharePoint migration, direction is to hold off from further action until after the 2026 municipal election from Clerks. Policy enhancements are being worked on currently to ensure a smooth transition.	Q3 2027
IT Evergreening (2026)	2026	253,804	Purchases continue until funds are depleted.	Q2 2027
Council Chambers Systems Upgrade	2026	150,000	Project in the quote stage at this time. Work to begin later in the year once vendor is secured.	Q4 2026
IT Security Upgrades	2026	356,707	To be completed in conjunction with 24C-IT-BC4.	Q2 2027
New City Website	2026	53,707	Contract has been awarded; planning is ongoing with City staff. Targeted go live is fall 2026.	Q4 2026
Total		**1,888,792**		

2026 Mid-Year Capital and Related Projects Detail (con't)

Community Safety

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Fire Training Area (Fire Hall)	2024	36,352	Training Facility is partially operational, but ongoing enhancements will occur to finish the project. Training area has been expanded since 2025.	Q4 2026
Fire Department Digital Radio System	2024	212,660	Complete, project to close once all invoices are received.	Q3 2026
Fire Hazardous Material Response Project	2025	100,769	Project in the early stages, full time fire staff are certified, but training/equipment purchases to take place in 2026.	Q4 2026
Ladder Fire Truck	2026	3,000,000	Preparations are underway, fire staff are doing a site visit to the vendors facility to spec out the new apparatus.	Q4 2028
Total		**3,349,781**		

2026 Mid-Year Capital and Related Projects Detail (con't)

Planning and Government Relations

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Welland St Site Remediation	2021	128,484	City staff continue evaluating options for the land - lease being considered.	Q4 2026
Records Management Project	2022	83,494	Staff training occurred in October 2025. Policy is currently being prepared. The project is estimated to close towards the end of 2026.	Q4 2026
Community Benefit Charges	2025	30,791	Project in early stages of planning, projected completion in late 2026/early 2027.	Q2 2027
Affordable Housing Investment	2025	404,982	Project is ongoing at this time.	Q4 2026
Official Plan & Design Standards	2025	136,205	Project is underway for Official Plan only, to be completed in conjunction with HAF Initiatives 1, 2 and 7. One PO has been issued for all the noted projects as they are all rolled into the OP, which is projected to be completed by the end of the year. Design Standards to follow in the future once OP is completed.	Q4 2027
Development Charge Study	2025	74,475	Project in place to make any changes to the DC by-law as required by the first two years of implementation, update is in the early stages of planning as of this report with goal to present updated DC study to council in late 2026 or early 2027.	Q2 2027
Official Plan Zoning By-Law Update	2025	149,930	Project to commence in approx. October 2026 for the new zoning by-law once the Official Plan is complete.	Q3 2028

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Planning and Government Relations (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
HAF Initiative 1 - Higher Density Development Amendments	2025	20,335	Complete save for inclusions within the Official Plan (25C-PL-BF6).	Q4 2026
HAF Initiative 2 - Climate Adaptability Plan Integration	2025	(18,007)	Complete save for inclusions within the Official Plan (25C-PL-BF6).	Q4 2026
HAF Initiative 3 - Electronic Planning Application System	2025	-	Complete.	Q2 2026
HAF Initiative 4 - Affordable Housing Partnerships	2025	511,894	Work ongoing as of this report, including soil remediation for City-owned portions of King St housing development which is underway.	Q2 2027
HAF Initiative 5 - Data improvements of municipal data	2025	100,000	Relates to zoning, mapping, etc. Options being considered at this time. Mapping component must be done by September 2026, with iterative monitoring and evaluation complete by September 2027.	Q4 2027
HAF Initiative 6 - Review parking requirements in intensification area	2025	13,443	HAF Initiative is complete but further works may be required (i.e. cash in lieu of Parking Study), project to remain open until it is confirmed no further work is required.	Q4 2026
HAF Initiative 7 - Infill Development and Housing Density	2025	25,000	Final milestone for this initiative is October 2026 - in conjunction with 25C-PL-BF6.	Q4 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Planning and Government Relations (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
HAF Funding - Housing-Focused Municipal Services Corporation (MSC)	2025	950,000	Project is underway at this time but overall scope is still not completely known.	Q3 2027
Records and Bylaw Modernization	2026	450,000	Project in its early stages as of this report.	Q3 2027
St. Lawrence Seaway Land Matters	2026	904,208	Project in its early stages as of this report.	Q4 2027
Healthcare	2026	748,983	Ongoing.	Q4 2027
Total		**4,714,217**		

Marina

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Marina Dredging Project - Engineering Services	2022	15,606	Some exploratory and consulting work has been completed as part of the planning stage (i.e. testing and soil sampling) but project remains in progress as final plan remains to be determined.	Q4 2027
Total		**15,606**		

Cemetery

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Cemetery Maintenance Area	2024	-	Combined into 26C-CE-BD1.	Q2 2026
Cemetery Monument Repairs	2025	-	Combined into 26C-CE-BD1.	Q2 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Cemetery (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Cemetery Improvements (2026)	2026	260,000	Multi-year project. Monument repairs at Overholdt St. Paul's have been completed additional improvements (i.e. shed, benches, signage) to continue. Maintenance area at Overholdt Cemetery is pending land acquisition.	Q4 2027
Total		**260,000**		

Parks

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Lock 8 Park Improvements	2022	-	Combined into 25C-PA-BD1.	Q2 2026
Lockview Park Construction	2022	240,170	Portion of walking trail is on school board property, funds pending for connecting trail. Concept drawings have been shared with NCDSB, awaiting comments. Play structure is complete.	TBD
Lock 8 Park Capital Improvements	2025	704,395	Works are on hold pending lease agreement with the Seaway.	TBD
West St. Parkette	2025	40,842	Complete, project to close once all invoices are received.	Q3 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Parks (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Johnson St Park	2025	850,000	On hold pending Parks and Recreation Masterplan review and feedback. Some delays are possibly due to land sale of current park location with intent to move park to a new location that is currently owned by the City.	Q2 2027
Parks and Recreation Masterplan	2025	53,851	To be presented to council in early 2027.	Q2 2027
Total		**1,889,258**		

Public Works - Other

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Infrastructure Need Study- Non-Core Assets	2023	41,509	2026 Inventory Update presented to Council June 23rd, project to close once all invoices are received.	Q4 2026
East Side Employment Lands Design and Servicing	2024	1,299,475	Construction underway, tentative completion of servicing in Summer 2027, further works to come (pump station). Linear servicing is 90% complete, remaining works to be completed after archaeological assessments are completed. Pump station contract was awarded in July 2026 (PO pending), construction finished T3 2027.	Q4 2027

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Public Works - Other (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
East Side Employment Lands Servicing - Phase One	2025	2,084,128	Construction underway, tentative completion of servicing in Summer 2027, further works to come (pump station). Linear servicing is 90% complete, remaining works to be completed after archaeological assessments are completed. Pump station contract was awarded in July 2026 (PO pending), construction finished T3 2027.	Q4 2027
Childcare Facility (76 Main St) Design	2025	1,767,913	Construction in progress, estimated completion for fall 2026.	Q4 2026
Total		**5,193,025**		

Transportation

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
OSIM Culvert and Structures Rehabilitation	2022	-	Combined into 23C-PW-BG1.	Q2 2026
Sugarloaf Street Archeological Investigation	2023	413,554	To be completed in conjunction with Sugarloaf servicing project.	TBD

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Transportation (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Road End Gate Access - Pleasant Beach and Wyldewood Road	2023	-	Combined into 24C-PA-BE2.	Q2 2026
Annual Roads Resurfacing	2024	-	Combined into 26C-PW-BF2.	Q2 2026
Road Ends at Lake	2024	69,742	Completed in conjunction with 23C-PW-BG3 - some minor further works may be required.	Q3 2026
Annual Sidewalk Program (2025)	2025	-	Complete.	Q2 2026
Transportation Master Plan	2025	200,000	RFP to take place summer 2026.	Q4 2027
OSIM - Bridge and Culvert Design - Indian. Michner M2, Lot 18	2025	131,589	Michener Lot 18 (on Weaver Rd) - Complete. Peters Drain, Lot 2 and 3 (Zavitz Rd) still being designed.	Q4 2027
OSIM Bridge and Culvert Construction - Eagle Marsh Drain Bridge	2025	201,562	Complete, pending archaeology invoices.	Q3 2026
OSIM - Retaining Walls Design - Lakeshore Rd, St. Joseph Cemetery	2025	151,780	Design to be complete in the year, to be tendered in early 2027.	Q2 2027
Invertose Drive Road Realignment and Truck Parking Lane addition	2025	-	Complete.	Q2 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Transportation (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Guiderails (2026)	2026	7,164	Complete, project to close once all invoices are received.	Q3 2026
Annual Roads Resurfacing (2026)	2026	347,754	Budget committed to Welland St (to be complete by end of June) and King St (to be completed by end of November).	Q2 2027
Sidewalks (2026)	2026	637,010	Ongoing for 2026 project.	Q2 2027
OSIMS Designs (2026)	2026	85,000	Currently in early stages, one being designed currently, going to tender early 2027.	Q2 2027
OSIMS Construction (2026)	2026	250,000	Pending design project completion.	Q4 2027
Wayfinding Signage	2026	128,212	Underway as of spring 2026. Approx. 300 signs to be completed - some designs for more specific signs will need approval from communications. PO is currently issued for this.	Q3 2027
School Safety Zones	2026	26,231	In progress, some materials are received, contractor installation is pending (PO has been issued).	Q4 2026
Firelane Pillars	2026	140,000	PO has been issued, works to be completed by end of 2026.	Q4 2026
Traffic Study - Mellanby & Welland Bridge	2026	50,000	Possibly to be completed by developers instead. Region is involved.	Q4 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Transportation (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Gateway Sign Design - Hwy 140 & 58	2026	50,000	Project tender still pending.	Q3 2027
Centennial Park Wetland	2026	168,800	Finalizing design and looking to get permits, construction to begin fall 2026. Tree planting/landscaping will go into fall of 2027.	Q4 2027
Total		**3,322,383**		

Storm Sewer

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
CLI-ECAs Mandatory Sanitary/Storm Studies	2022	31,419	Part of this project is Pollution Prevention Control Plan as well, going to council August 11th.	Q4 2026
Storm Outlet Backflow Control	2023	217,436	Final report has been received by staff, review is ongoing in line with the findings of the stormwater master plan. Project is ongoing.	Q4 2026
Coastal Engineering Services - Eagle Marsh Outlet, Steele St Storm Outlet, Rosemount Storm Outlet	2023	27,613	Project is ongoing, final stage of the project will have a slight scope change, but anticipated completion remains 2026.	Q4 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Storm Sewer (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Master Servicing Plan & Model Build	2024	8,470	To be presented to council on August 11, final invoices to follow after presentation.	Q4 2026
Clarke Area Storm Sewer EA and Design	2026	500,000	Currently in the design stage, completion anticipated spring of 2027.	Q3 2027
Storm Sewer Repair and Rehabilitation - Downtown	2026	500,000	Not yet tendered. Scope being refined as part of Stormwater Master Plan.	Q4 2027
Total		**1,284,938**		

Water

Project Nae	Year Approved	Remaining Budget	Project Notes	Timeline F
Watermain Replacement and Looping - Davis St, West St, Homewood Ave, Berkley Ave	2022	2,491,162	Final restoration to take place in 2026, final paving will take place, contractor has been retained.	Q4 2026
2024 Water Master Plan	2024	18,238	To be presented to council on August 11, final invoices to follow after presentation.	Q4 2026
2025 Watermain Design and Construction Capital Project	2025	320,098	Lining is completed, site rehabilitation occurring in summer 2026.	Q4 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Water (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
2025 Watermain Rehabilitation Program Extension	2025	(115,001)	Invoicing is up to date, change order to occur to add additional pit. Project to be substantially complete by the end of the year.	Q4 2026
2026 - 2028 Watermain Lining Program	2026	6,582,473	Areas to be lined are Omer Ave, Oakwood Ave, Clarence St, Stanley St. This is a multi-year project with future areas being determined next year.	Q4 2028
Lockview Area Servicing	2026	419,327	Currently in the design stage, completion anticipated spring of 2027.	Q3 2027
Total		**9,716,298**		

Wastewater

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Clarke Area Inflow and Infiltration Reduction Program	2022	411,550	Ongoing.	Q4 2026
Cured in Pipe Place (CIPP) Wastewater Relining	2024	2,486,100	Multi-year project that remains on schedule at this time.	Q2 2027
Wastewater Wet Weather Management - Priority Areas	2024	321,803	Multi-year project which remains on schedule - investigative work to target fixes of I&I.	Q4 2026

Continued on next page…

2026 Mid-Year Capital and Related Projects Detail (con't)

Wastewater (con't)

Project Name	Year Approved	Remaining Budget	Project Notes	Timeline F
Wastewater Lateral Launches	2024	344,881	This project is continued to be ran simultaneously with the WW main lining program to inform decision making for lateral lining. This is a multi-year program which remains on schedule.	Q2 2027
Wastewater Lateral Rehabilitation	2025	2,430,470	Commenced in the fall of 2025, this is a multiyear program that remains on schedule.	Q2 2027
Wastewater Maintenance Hole Rehabilitation	2025	465,000	List of maintenance holes to be rehabilitated is complete, contractor has been procured and works will take place by the end of 2026.	Q4 2026
Wastewater Lateral Launch	2025	-	Complete.	Q2 2026
Engineering Infrastructure Design - Sugarloaf Street and Marina Area	2026	1,094,933	Currently in the design stage, completion anticipated spring of 2027. Potential grant funding will be available.	Q3 2027
Engineering Design for future Development - Hwy 140/Hwy 3	2026	750,000	Design is pending final submission from developer, tentatively projected to be completed by the end of 2026.	Q2 2027
Total		**8,304,738**		

2026 Mid-Year Capital Projects Combining Recommendations

Current Projects		Recommended Changes		
Project Name	Remaining Funding at Mid-Year	Project Name	Budget	Comments
VHWC Energy Audit / Feasibility Study	100,000	City Facilities Feasibility Study (City Hall, Op Center, VHWC, Fire Hall, Library, Museum, Roselawn)	275,000	The City has been approved for $200,000 in FCM funding to undertake a study assessing greenhouse gas emission reductions at seven municipal facilities. In the 2024 capital budget, the City also allocated $75,000 for two feasibility studies at the Vale Health & Wellness Centre and City Hall. Staff recommend combining the available $75,000 with the FCM grant and transferring the funds to a new capital project for a feasibility study covering all seven facilities.
City Hall Energy Audit / Feasibility Study	80,000			
Additional FCM Funding approved for other City facilities	95,000			
Video Surveillance Program (2024)	199,737	Video Surveillance Program and Security Upgrades	356,708	Although these projects share the same scope, they were established separately because funding was approved in different budget years. Staff recommend combining them into a single project to improve project management, provide a clearer overall funding picture, and support coordinated delivery of the work.
Video Surveillance (2025)	75,000			
IT Security Upgrades (2026)	81,970			
IT Evergreening (2025)	67,311	IT Evergreening	253,804	Although these projects share the same scope, they were established separately because funding was approved in different budget years. Staff recommend combining them into a single project to improve project management, provide a clearer overall funding picture, and support coordinated delivery of the work.
IT Evergreening (2026)	186,493			

2026 Mid-Year Capital Projects Combining Recommendations (con't)

Current Projects		Recommended Changes		
Project Name	Remaining Funding at Mid-Year	Project Name	Budget	Comments
Cemetery Maintenance Area	75,000	Cemetery Capital Improvements	248,800	Staff recommend to combine Cemetery repair and improvement projects to support more effective management of available funds. Consolidating these projects will provide greater flexibility in allocating resources and improve overall project management.
Cemetery Monument Repairs	38,800			
Cemetery Improvements (2026)	135,000			
Lock 8 Park Improvements	204,395	Lock 8 Park Capital Improvements	704,395	Staff recommend to combine two Lock 8 capital improvement projects for the purpose of consolidating available funding. Construction pending lease agreement with the St. Lawrence Seaway. Any future construction plan associated with these projects will be brought forward to Council for final approval prior to implementation.
Lock 8 Park Capital Improvements	500,000			
Annual Roads Resurfacing (2024)	44,849	Annual Roads Resurfacing (2026)	347,754	Although these projects share the same scope, they were established separately because funding was approved in different budget years. Staff recommend combining them into a single project to improve project management, provide a clearer overall funding picture, and support coordinated delivery of the work.
Annual Roads Resurfacing (2026)	302,905			

2026 Mid-Year Capital Projects Combining Recommendations (con't)

Current Projects		Recommended Changes		
Project Name	Remaining Funding at Mid-Year	Project Name	Budget	Comments
OSIM Culvert and Structures Rehabilitation	70,434	OSIM Culvert Design and Rehabilitation	263,985	Staff recommend to combine two culvert projects due to their similar scope of work. Proceeding as a single project will improve administrative efficiency, streamline coordination, and support better overall value.
Culvert Design	193,552			
Road End Gate Access - Pleasant Beach and Wyldewood Road	16,059	Road Ends Gate Access at Lake	69,741	Staff recommend to combine two road ends projects as the work was completed concurrently. Consolidating the projects with the remaining funds, will simplify the invoicing process and support more efficient financial analysis and reporting.
Road Ends at Lake	53,682			
Total	**2,520,186**		**2,520,186**	

RESERVES

2026 Mid-Year Reserve Management

	2025 YE	2026 B	2026 A	2026 F	2026 YE F
Boards and Committees	1,059,270	(149,299)	83,030	-	993,001
Programs, Grants, and Activities	698,823	(125,000)	-	-	573,823
Self-sustaining Entities	431,273	33,000	-	-	464,273
General Government	9,964,386	300,000	-	-	10,264,386
Capital	9,184,567	1,846,471	-	(76,550)	10,954,488
Total Reserves before Work-in-	**21,338,319**	**1,905,172**	**83,030**	**(76,550)**	**23,249,972**
Work-in-progress (City)	(13,013,199)	-	(414,000)	-	(13,427,199)
Work-in-progress (Library)	83,030	-	(83,030)	-	-
Total Reserves	**8,408,150**	**1,905,172**	**(414,000)**	**(76,550)**	**9,822,772**

The reserve management reporting is prepared in accordance with FIN – 04 .

Reserves are established to adhere to statutory requirements, ensure long-term financial flexibility, limit financial risk exposure and prioritize long-term funding requirements.

From above: “2026 B” = 2026 Budget; “2026 A” = 2026 In-year Approval Actual; “2026 F” = 2026 Forecasted Transactions; “2026 YE F” = 2026 Year end Forecast; Work-in-progress references funding for approved capital projects underway but unspent recognizing a natural timing difference between project approval, funding and completion.

Reserves as a % of Expenses (R%E)

R%E	32.41 %
Province Low Risk	> 20%
City Policy Min	> 20%
Province Min	None

Cash Ratio (CR)

CR	29.84 %
Province Low Risk	> 50%
City Policy Min	> 50%
Province Min	None

* Cash ratio references total cash and cash equivalents as a % of current liabilities.

^ ratios are calculated based on 2025 year-end results

2026 Mid-Year Reserve Management (Con't)

Boards and Committees

Reserves	2025 YE	2026 YE F	Funding Target	Progress
Community Safety Committee **(W)**	4,947	4,947	Varies - Dependent on Activity	Achieved
Grants Committee Reserve **(W)**	2,199	2,199	Varies - Dependent on Activity	Achieved
Library Bequest Reserve	4,188	4,188	Varies - Dependent on Library Board Requirements	Achieved
Library Capital Reserve	275,887	358,917	Varies - Dependent on Library Board Requirements	Achieved
Library Employee Future Benefit Reserve	117,821	117,821	75% of Employee Future Benefit and WSIB Liability (Estimated target $97,050 as of 2025)	Achieved
Library Stabilization Reserve	172,987	172,987	5% of the gross Library budget (Estimated at $47,800)	Achieved
Museum Bequest Reserve	220,909	220,909	Varies - Dependent on Museum Heritage and Culture Board Requirements	Achieved
Museum Capital	1,729	1,729	Varies - Dependent on Museum Heritage and Culture Board Requirements	Achieved
NSCTA Stabilization Reserve **(W)**	45,352	45,352	Varies - Dependent on Board Requirements	Achieved
Roselawn Capital	149,299	-	Remaining funds are fully utilized in 2026	Achieved
Tourism Reserve**(W)**	63,952	63,952	Varies - Dependent on Activity	Achieved
Total Boards and Committees Reserves	**1,059,270**	**993,001**		

W = Working reserve which references reserves that can be utilized in-year by staff for operational purposes with year end reporting to Council.

CW = Committee working reserve which references that can be utilized in-year by staff for operational purposes with approval from the relevant committee with year end reporting to Council.

2026 Mid-Year Reserve Management (Con't)

Programs, Grants, and Activities

Reserves	2025 YE	2026 YE F	Funding Target	Progress
Canal Days Reserve	106,672	106,672	10% of the gross Canal Day budget (Estimated target at $103,500)	Achieved
CIP Incentives Reserve **(W)**	465,015	465,015	Commitments + 1x annual budget (Estimated at $335,000 [$50,000 Committed + $285,000])	Achieved
Municipal Election Reserve **(W)**	127,136	2,136	2026 election estimated at $180,000	Achieved - 2026 Election budget are fully funded
Total Programs, Grants and Activities	**698,823**	**573,823**		

Self Sustaining Entities

Reserves	2025 YE	2026 YE F	Funding Target	Progress
Building Department Reserve **(RF)**	1,152,841	1,099,841	Funded by Users Fees - Surplus / (Deficit) - 1x annual budget ($607,930)	Achieved
Beach Reserve	118,165	118,165	Funded by User Fees - Surplus / (Deficit) - 1x beach budget ($243,760)	Not Achieved - Long-Term Target
Overholt Cemetery Reserve	150,600	150,600	Funded by User Fees - Surplus / (Deficit) - 1x annual cemetery maintenance costs ($240,000 + unfunded perpetual care fund balance)	Not Achieved - Long-Term Target
Sugarloaf Marina Reserve	(990,333)	(904,333)	Funded by User Fees - Surplus / (Deficit) - 1x marina budget ($1,119,400) Council approved negative balance to be repaid through Sugarloaf Marina budget	Not Achieved - Long-Term Target
Total Self Sustaining Entities	**431,273**	**465,273**		

2026 Mid-Year Reserve Management (Con't)

General Government

Reserves	2025 YE	2026 YE F	Funding Target	Progress
Economic Development Reserve **(W)**	(2,501,388)	(2,501,388)	Varies - Dependent on Activity Council approved negative balance to be repaid through future land sales	Not Achieved - Long-Term Target
Encumbrance Reserve **(W)**	824,992	824,992	Zero	Achieved
Future Liabilities Reserve **(W)**	3,834,346	4,134,346	75% of Employee Future Benefit and WSIB Liability plus 100% of Sick Leave (Estimated target $4,686,000 as of 2025)	Not Achieved - Future reserve transfers have been budgeted to achieve by 2030
General Stabilization	2,770,878	2,770,878	10% of the Levy (Estimated target $2,770,878)	Achieved
Opportunities Fund	2,000,000	2,000,000	Established at $2,000,000 from successful NRBN initiative	Achieved
Subject Matter Experts Reserves **(W)**	264,680	264,680	0.5% of the City's consolidated budget (Estimated target of $259,000)	Achieved
Working Capital Reserve	2,770,878	2,770,878	10% of the Levy (Estimated target $2,770,878)	Achieved
Total General Government	**9,964,386**	**10,264,386**		

2026 Mid-Year Reserve Management (Con't)

Capital

Reserves	2025 YE	2026 YE F	Funding Target	Progress
(A) Development Charges (DC) **(RF)**	3,000,388	3,000,388	Varies - Dependent on requirements identified in DC Study and multi-year forecasts	In accordance with DC By-law
Drain Reserve	-	200,000	The City's owned drains are funded through the annual budget process, this reserve acts as the stabilizer for short and long-term capital planning.	Achieved
Drain Internal Financing (Equipment) Reserve	(126,916)	(126,916)	Council approved to be repaid through drain and other construction charges	
Goderich Maintenance Agreement **(W)**	161,241	161,241	Varies - Dependent on Activity	Achieved
(A) Grants - Community Building Fund (Previsouly Federal Gas Tax) **(RF)**	111,776	111,776	Zero	Achieved
(A) Grants - Ontario Community Infrastructure Fund **(RF)**	178,725	178,725	Zero	Achieved
Tangible Capital Assets (TCA) Reserve	1,084,251	1,472,168	The City's Asset Management Plan is funded through the annual budget process, this reserve acts as the stabilizer for short and long-term capital planning.	Achieved
Storm Sewer Reserve	877,937	1,341,828	10% of budget + estimated average cost to install one km of linear asset (Estimated at $3,990,800 [$298,800 + $3,692,000])	Not Achieved - Long-Term Target
Wastewater Reserve	3,234,672	3,037,085	10% of budget + estimated average cost to install one km of linear asset (Estimated at $3,818,030 [$1,010,030 + $2,808,000])	Not Achieved - Long-Term Target
Water Reserve	66,952	982,652	10% of budget + estimated average cost to install one km of linear asset (Estimated at $4,454,330 [$759,330 + $3,695,000])	Not Achieved - Long-Term Target
Total Capital (including DC)	**8,589,027**	**10,358,948**		

DEVELOPMENT CHARGES

2026 Development Charges

	2025 YE	Additions	Outlay F	Interest F	2026 Mid-Year F
Library	18,637	1,698		717	21,052
Administration	(22,010)	2,824	(60,963)		(80,149)
Fire	(42,443)	4,381			(38,062)
Roads	140,108	5,961		5264	151,333
Public Works	140	6,266		120	6,526
Parks and Recreation	203,150	12,861	(22,456)	7,297	200,852
Water	248,954	14,895		9,433	273,282
Wastewater	241,795	29,344		9,435	280,574
Development Charges (DC)	**788,331**	**78,230**	**(83,419)**	**32,267**	**815,409**
Parkland	2,212,058	21,500		81,777	2,315,335
DC + Parkland	**3,000,389**	**99,730**	**(83,419)**	**114,044**	**3,130,744**

Development charges are paid on new construction and fund capital related to growth. The most up to date information on building permit and development charges fees can be found at:

https://www.portcolborne.ca/en/business-and-development/Building_Permit_Fees_and_Development_Charges.aspx

From above: “Additions” = Actual additions “Interest F” = Interest Forecast; “Outlay F” = Transfer to Capital Budget Forecast; “2026 M1 F” = 2026 M1 Forecast.

Note: Development charges may not equal building permits multiplied by rate as properties may be subject to prior permit fees depending on type, timing or pre-existing agreements.

Open Building Permits	2025	Additions	Completed	Open
Single	12	5	7	10
Semi-Detached Dwellings	4	2	2	4
Multiples	21	3	5	19
Apartment – Bachelor and 1 Bedroom	0	0	0	0
Apartments – 2 Bachelor +	0	0	0	0
Special Care/Special Dwelling Units	0	0	0	0
Total Residential Units	**37**	**10**	**14**	**33**
Non-Residential (Sq. Ft of Gross Floor Area	**23,695**	**19,592**	**16,226**	**27,061**

2026 Development Charges (con't)

Developments in Progress

	Year Process Started	Proposed Number of Units*	Stage in Approval Process	Capital Investment	DC Comment
Stonebridge	2024	385	Draft Plan Approved	Installation of Services Required (Developer)	DCs required at occupancy
Mapleview	2023	2,110	Draft Plan Approved	Installation of Services Required (Developer)	DCs required at occupancy
Meadow Heights – Phase 3 Stage 1	2024	26	Acceptance of Primary Services	Developer Installed Services	DCs Prepaid
Northland Estates	2024	287	Site Alteration Permit Issued	Installation of Services Required (Developer)	DCs required at occupancy
Elite Homes	2024	2,242	Secondary Plan ongoing	Extension of City Services Required	DCs required at occupancy
Millars Crossing	2024	378	Draft Approved	Installation of Services Required (Developer)	DCs required at occupancy
Meadow Heights – Phase 2 Stage 1	2025	26	Going for Assumption	Developer Installed Services	DCs Prepaid
Westwood Estates Phase 2	2025	77	Assumed May 2026	Developer Installed Services	DCs Collected
		5,839			

*The term "proposed" is used because even after approval the developer could come back and make additional changes.

2026 Development Charges (con't)

Developments in Progress

	Year Process Started	Proposed Number of Units	Stage in Approval Process	Capital Investment	DC Comment
Stonebridge	2024	385	A	I	O
Mapleview	2023	2,110	A	I	O
Meadow Heights – Phase 3 Stage 1	2024	26	E	G	K
Northland Estates	2024	287	C	I	O
Elite Homes	2024	2,242	D	H, J	O
Millars Crossing	2024	378	A	I	O
Meadow Heights – Phase 2 Stage 1	2025	26	F	G	K
Westwood Estates Phase 2	2025	77	B	G	O
		5,839			

"Year Process Started" = The Year the planning and approval process first started;

"Proposed Number of Units" = Number of units proposed or approved to be built. The term "proposed" is used because even after approval the developer could come back and make additional changes;

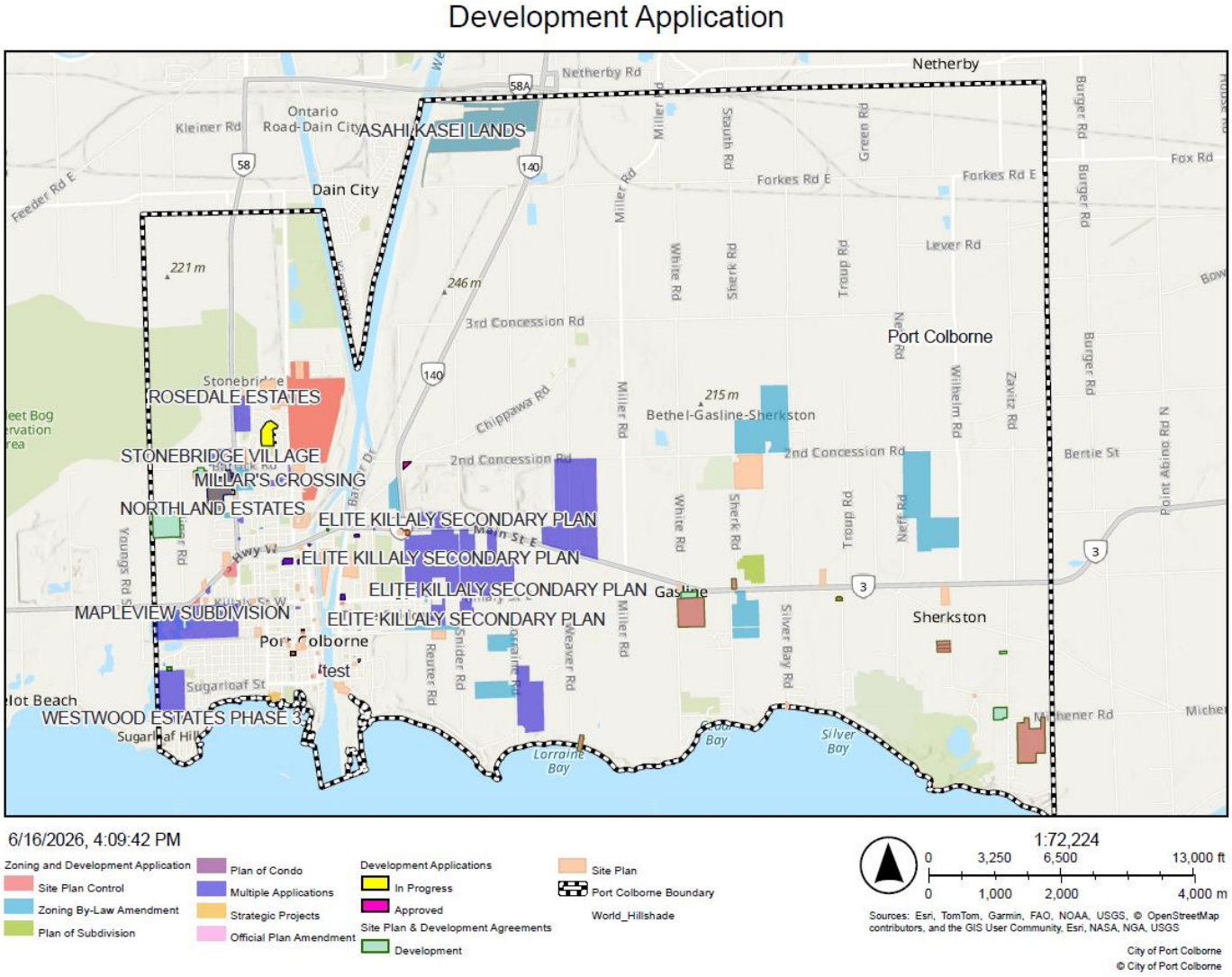
"Stage in Approval Process" = Stage of approval (A = Draft Plan Approved; B = Assumed; C = Site Alteration Permit Issued; D = Secondary Plan Ongoing; E = Acceptance of Primary Services; F = Going for Assumption);

"Capital Investment" = Status of infrastructure to service the proposed development (G = Already serviced; H = Requires servicing which will be paid through DC's; I = Requires servicing which will be paid by the developer; J = Requires servicing which will be paid by grants);

"DC Comment" = Commentary on DC's with respect to the property (K = Previously paid in advance through agreement; L = Exempt; M = Subject to a Community Improvement Grant (CIP); O = Subject to DC's). Note a development may be subject to more then on scenario identified (A to M) and as such multiple letter identifiers may be used.

2026 Development Charges (con't)

Developments in Progress (con't)



INVESTMENTS

Investment Management

The investment reporting is prepared in accordance with policy FIN - 01.

Investment/interest income is made up of interest earned on investments and interest earned on cash held in the bank – with investments being less liquid and earning higher rates of return.

Year-over-year the City's investments have declined significantly. This decrease is the result of funds being allocated to manage financing requirements for significant capital infrastructure projects. Most of these capital construction has been budgeted to be funded by debt. Debt can only be issued when a project has reached substantial completion – until which time it is internally financed. When rate (water, wastewater and /or storm sewer) projects are funded in this manner, the City has introduced imputed interest. Imputed interest is a mechanism to recover lost investment/interest income from the different funds during the period that projects are internally financed.

The City has earned imputed interest on these projects totaling $711,952 in 2025, and is expecting to continue earning imputed interest in 2026. When these projects reach substantial completion and the related debt is issued, the City will rebuild it's investment portfolio with the goal of yielding the greatest return for the City while also managing cash flow.

	Forecast	Budget	Delta
Investment/Interest Income	200,000	820,321	(620,321)
Imputed Interest Income	925,655	-	925,655

Funds Term	Purchase Amount	Weighted Holdings	Weighted Average Interest Rate
Investments < 1 Year	1,790,625	45.6%	5.07%
Investments > 1 Year	-	-	-
Cash	2,136,579	54.4%	2.51%
Total Portfolio	**3,927,204**	**100%**	**3.68%**

Investment Management (con't)

Investments

Institution	Type of Investment^	Purchased Amount	Interest Rate	Maturity Date	Cashable or Non-Cashable	Percentage of Holdings to Investments + Cash	Percentage of Holdings to Investments
Scotiabank	Bank - GIC	250,000	5.93%	2026-07-06	Non-Cashable	6.4%	14.0%
BMO	Bank - GIC	250,000	5.89%	2026-08-01	Non-Cashable	6.4%	14.0%
Meridian	Credit Union - GIC	280,625	5.94%	2026-09-01	Non-Cashable	7.1%	15.7%
BMO	Bank - GIC	250,000	6.09%	2026-10-03	Non-Cashable	6.4%	14.0%
FirstOntario	Credit Union - GIC	260,000	4.00%	2026-11-27	Non-Cashable	6.6%	14.5%
FirstOntario	Credit Union - GIC	500,000	3.80%	2026-12-15	Non-Cashable	12.7%	27.9%
Investments < 1 Year		**1,790,625**				**45.6%**	**100.0%**
Investments > 1 Year		**-**				**0.0%**	**0.0%**
Total Investment (excluding cash)		**1,790,625**					

Cash

CIBC cash	Chequing Account	1,130,847	2.60%			28.8%	52.9%
Wood Gundy	HISA	418,353	2.35%			10.7%	19.6%
Wood Gundy	Cash	8	0.00%			0.0%	0.0%
FirstOntario	Shares	10	0.00%			0.0%	0.0%
PenFinancial	Shares	10	0.00%			0.0%	0.0%
Meridian cash	Chequing Account	2,661	2.45%			0.1%	0.1%
FirstOntario	Chequing Account	-	0.00%			0.0%	0.0%
Scotiabank cash	Chequing Account	584,690	2.45%			14.9%	27.4%
Cash		**2,136,579**				**54.4%**	**100.0%**
Total (Including cash) *		**3,927,204**					

The weighted annualized rate of return for the investment portfolio is forecasted at 5.07%.

DEBT MANAGEMENT

2026 Mid-Year Debt Management

The debt management reporting is prepared in accordance with FIN – 03.

Two salient risks associated with the debt management plan include the perceived opportunity cost associated with interest rate levels and the City itself maintain a strong fiscal framework to support future borrowing. Financial Services advises that decision to borrow are based on project cash flow needs and subject to the borrowing windows allotted by the Niagara Region. Borrowing decisions are therefore not recommended based on interest rates levels.

Debt is budgeted when the related capital project is approved. Any savings resulting from the difference between a capital project completion and debt issuance are used to reduce the total cost of the project.

This Debt Position and Outlook update is from 2026 budget. The City is actively pursuing a Municipal Service Corporation (MSC) for Water and Wastewater. An update to the Debt Position and Outlook will accompany further MSC discussions.

('000s in thousands)	2025	2026	2027	2028	2029	2030
External Debt - Issued ^	23,777	23,860	21,912	20,971	20,037	19,072
External Debt - Previously Budgeted		11,533	11,117	10,686	10,236	9,769
External Debt - 2026 Budget		13,880	13,338	12,773	12,183	11,568
External Debt - Forecasted			32,058	30,904	29,704	28,454
Internal Financing	2,065	1,965	1,865	1,765	1,665	1,565
Total Borrowing (External & Internal)	**25,842**	**51,238**	**80,290**	**77,099**	**73,825**	**70,428**
Interest - Issued	805	767	736	705	675	644
Interest - Previously Budgeted		473	457	440	423	405
Interest - 2026 Budget		601	578	555	530	505
Interest - Forecasted			1,316	1,271	1,224	1,176
Principal - Issued	1,191	917	948	941	934	965
Principal - Previously Budgeted		399	415	432	449	467
Principal - 2026 Budget		520	542	565	590	615
Principal - Forecasted			1,109	1,154	1,201	1,249
External Borrowing Charges	**1,996**	**3,677**	**6,101**	**6,063**	**6,026**	**6,026**

Annual Repayment Limit (ARL)*

('000s in thousands)	2025	2026	2027	2028	2029	2030
Illustrative In-Year ARL*	3.7%	6.4%	9.9%	9.1%	8.4%	7.7%
City Self Imposed Max	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Provincial Imposed Max	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%

- This forecast utilizes a 6% increase in own source revenue. (2% inflation, 4% infrastructure).

Administration
Office of the Regional Clerk
1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7
Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977
www.niagararegion.ca

July 31, 2026

CL 12-2026, July 30, 2026
PWC 7-2026, July 14, 2026
PW 19-2026, July 14, 2026

Local Area Municipalities

SENT ELECTRONICALLY

Niagara Region Growth Report 2026 Year-End Summary and 10 Year Growth Forecast
PW 19-2026

Regional Council, at its meeting held on July 30, 2026, passed the following recommendation of its Public Works Committee:

That Report PW 19-2026, dated July 14, 2026, respecting Niagara Region Growth Report 2026 Year-End Summary and 10 Year Growth Forecast, **BE RECEIVED** and **BE CIRCULATED** to the Local Area Municipalities**.**

A copy of Report PW 19-2026 is enclosed for your reference.

Yours truly,

Ann-Marie Norio
Regional Clerk
rh
CLK-C 2026-058

cc: K. Costantini, Manager, Growth Management & Analytics
L. De Angelis, Commissioner, Public Works
K. Ward, Executive Assistant to the Commissioner, Public Works

Subject: Niagara Region Growth Report 2026 Year-End Summary and 10 Year Growth Forecast

Report to: Public Works Committee

Report date: Tuesday, July 14, 2026

Recommendations

1. That Report PW 19-2026 **BE RECEIVED** for information.
2. That Report PW 19-2026 **BE CIRCULATED** to the Local Area Municipalities.

Key Facts

- This report provides an overview of 2025 regional growth metrics and future growth forecasting.
- Regional growth forecasting supports data-driven decision-making, aligns with strategic priorities, and guides infrastructure delivery to enable orderly, efficient, and fiscally responsible development.
- Effective growth forecasting requires coordination and collaboration between local area municipalities and the Region.
- Key insights include:
    - Niagara is anticipated to continue growing over the next 10 years with 634,141 people and 251,120 jobs forecasted by 2036.
    - General population growth across the Region has averaged approximately 10,000 people per year since 2016. The current estimated population is 551,128 people.
    - Building permits issued for residential units and housing starts have improved slightly since 2024; however, housing completions continue to trend down reflecting a broader provincial pattern.
    - Development application circulations are generally consistent over the last five years supported by a healthy housing pipeline with approximately 75,000 units at various stages in the development approval process.

Financial Considerations

There are no direct financial implications associated with this report.

Analysis

Regional growth metrics, along with forecasts of future population and employment, form the foundation for capital infrastructure and service planning, financial planning and the calculation of development charges in Niagara Region.

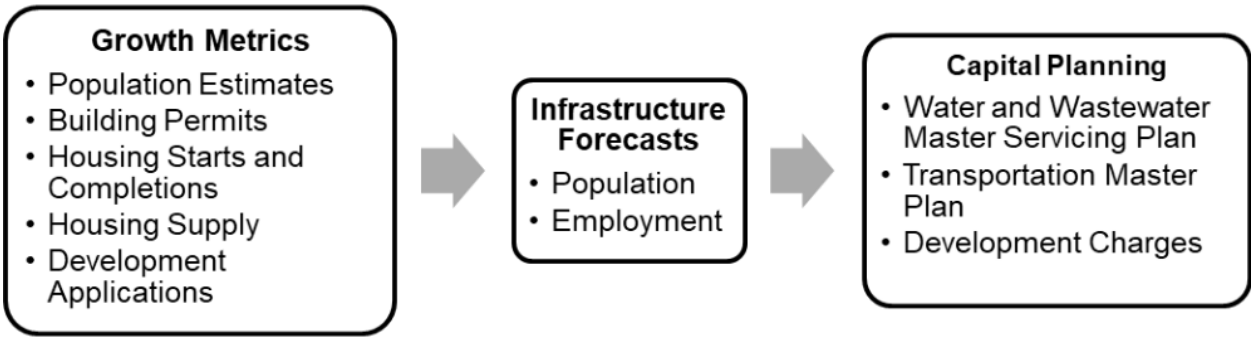
Key growth indicators - including population, employment, building permits, and the housing pipeline informed by development application activity - help show how and where the Region is growing. Development data also informs infrastructure requirements and available capacity within regional roads, water, and wastewater systems, as well as potential impending constraints and impacts to the system, attributable to growth pressures.

Currently, growth is forecasted to 2035, 2051 and 2081 horizons and is based on geographic zones (including traffic analysis zones and wastewater catchment areas). Growth forecasts are essential inputs into the Regional Master Servicing Plan and Transportation Master Plan (both currently undergoing an update), and inform infrastructure needs, capacity constraints, and the timing and funding of capital projects, including road and servicing upgrades. Regional population and employment forecasts also will support the 2027 Regional Development Charges Background Study and By-law Update, helping determine appropriate funding strategies for growth-related infrastructure.

Regional Growth Analytics

Regional staff use growth metrics and related analytical information to monitor historical trends, assess growth progress, and prepare growth forecasts that inform infrastructure and financial planning. Region-wide monitoring supports strategic decision-making across Public Works and other departments and helps ensure that growth is coordinated with the timely provision of water, wastewater, and transportation infrastructure. Growth analytics also supports wastewater treatment plant capacity tracking, capital project scheduling, and transportation project planning. Long-term growth forecasts also underpin corporate master plans and capital budgeting, helping the Region advocate for initiatives like GO Transit expansion or funding for major infrastructure projects.

Figure 1: Relationship between growth metrics, forecasts and capital planning



Throughout the year, Regional staff also respond to requests for growth data from various agencies, boards, and organizations. Providing these insights from a region-wide perspective is essential for the coordinated planning and delivery of services across the region.

10 Year Growth Forecast

To support short-term infrastructure planning and budgeting, particular emphasis is placed on the 10-year population and employment forecast. These short-term forecasts are primarily informed by development activity. The forecasts reflect the potential population and employment growth expected in that timeframe, based on an analysis of anticipated growth opportunities and the potential of the development pipeline. They generally consider but are not constrained by existing capacity and planned transportation, water and wastewater projects.

The Region's 10-year growth outlook is forecast at **634,141 people** and **251,120 jobs**.

Table 1. 10-year Growth Forecasts

Municipality	2036 Population Forecast	2036 Employment Forecast
Fort Erie	44,981	12,441
Grimsby	37,199	11,755
Lincoln	35,474	11,524
Niagara Falls	128,816	53,561
Niagara-on-the-Lake	25,544	14,905
Pelham	24,533	6,123

Municipality	2036 Population Forecast	2036 Employment Forecast
Port Colborne	24,148	7,058
St. Catharines	171,152	69,596
Thorold	37,401	10,405
Wainfleet	7,460	1,616
Welland	77,819	21,993
West Lincoln	19,614	6,228
Grand Total	**634,141**	**251,120**[1]

[1] The municipal employment forecasts do not include jobs associated with employed persons who have no fixed place of work. Accordingly, the sum of the municipal employment forecasts is 227,205. When these additional jobs are included, the total employment forecast for 2036 increases to 251,120.

The timing of development and growth is dependent on multiple factors, as is the delivery of supporting infrastructure. Where possible, these factors are included in the development of the forecasts, but often they can be difficult to predict (i.e. tariffs, economic downturns, pandemics). As a result, the actual timeline on which growth numbers are realized may differ from what was projected.

Collaboration with local municipalities on current and expected growth numbers is essential to ensure the timing of new or expanded Regional infrastructure and construction or expansion of regional roads, water and wastewater services is coordinated with and complements existing local infrastructure and projects. During the development of the forecasts, Regional staff met with local area municipalities to review growth assumptions, discuss development expectations and planned infrastructure initiatives, and incorporate municipal input into the forecasting process. Local municipal growth forecasts, where available, are considered and reviewed to ensure alignment on expected future growth areas. Longer term (2051) growth outlooks may differ in locally specific areas, where both local and Regional staff acknowledge growth potential, but methodological differences and assumptions about timing of when the growth may actualize may result in different projections under long-term local and Regional servicing strategies. Regional staff have emphasized a 10-year planning approach when coordinating infrastructure planning and projects with local municipalities to ensure that growth expectations and near-term infrastructure needs are aligned.

Growth is comprehensively reassessed every five years to support capital planning; however, growth monitoring is continuous and iterative to best facilitate the ability to shift and pivot to where Niagara's growth requires Regional infrastructure projects and planning. Infrastructure planning and capital planning staff meet regularly to review growth pressures and capital projects to ensure that project timing is appropriate.

Forthcoming 2026 Census data will be used to calibrate baseline population and employment data and assess whether short-term growth forecasts have been tracking as expected. Short- and long-term population projections for different geographic ranges are published by the Provincial and Federal government through Statistics Canada and the Ontario Ministry of Finance. Projections are typically derived from assumptions of key indicators such as births, deaths, migration, current policy, etc. Niagara is projected to grow steadily to 2051, with the Ministry of Finance projecting a population of 689,016 by 2051 – 26 per cent of whom are expected to be over age 65. Staff consult these projections to guide and confirm the growth outlook across the region.

Growth forecasting also considers employment and expected job growth in the region as residential population increases. There is currently no Provincial or Federal source for employment projections. From 2006 to 2024, employment projections for Census Divisions within the Greater Golden Horseshoe were provided in A Place to Grow: Growth Plan for the Greater Golden Horseshoe 2019. These projections were used as the basis of the Niagara Official Plan (2022) and the associated activity rate remains the basis for long-range employment projections. Short-term employment forecasts are established based on building permit activity, development applications, and Niagara Employment Inventory results.

Year End 2025 – Growth Metrics

Reporting annually on growth metrics and development statistics gives a holistic picture of what is happening across the entire Niagara Region. Annual data points and five-to-10-year trends help validate short term growth management and inform long-term population and employment forecasts across Niagara.

The following metrics represent some of the key sources of information used in growth management analysis which supports more effective planning and monitoring of regional infrastructure and services. These data points represent growth-related information as of the end of 2025. More detailed analysis and graphs are located in Appendix 1.

1. **General population growth** - Niagara's population as of July 1, 2025 was estimated to be 551,128.

2. **Building permits** - 2,899 new residential units were issued a building permit across the Region in 2025.

3. **Housing starts** - In 2025, the Canada Mortgage and Housing Corporation (CMHC) recorded 2,544 housing starts in Niagara.

4. **Housing completions** - In 2025, there were 1,818 recorded housing completions in Niagara.

5. **Development review applications** - In 2025, 858 development applications were circulated to the Region for review.

6. **Development review applications by type** – 11 types of development applications were circulated for review in 2025 (see appendix 1 for additional details of types).

7. **Housing supply inventory** - There are approximately 75,801 unbuilt units in the housing supply pipeline across the Region as of January 1, 2026.

8. **Pre-consultation meetings** – Regional staff attended 458 meetings in 2025.

Coordination

Coordination between the Region and Area Municipalities is essential to effectively plan for impending growth in Niagara. The Provincial Projection Methodology (2025, draft), notes inter-municipal coordination is required between local municipalities (responsible for population projections) and the Region (responsible for infrastructure projections), which is essential to avoid service gaps and shortfalls. Staff continue to maintain conversations with area municipalities to ensure coordination and consistency where possible on growth management exercises.

Growth management staff continue to collaborate with project managers and capital planning teams in the Water and Wastewater, Transportation and Finance divisions to effectively plan for both short- and long-term growth impacting regional infrastructure and services. Public information sessions will play a key role in updating the infrastructure master plans in 2026 and 2027.

Conclusion

Regional growth forecasting is critically important to inform decision-making, support strategic priorities, and guide infrastructure planning and delivery to enable orderly, efficient, and fiscally responsible development. Staff reports annually on year-end growth metrics and will continue to update, monitor and report on the Region's growth forecasts.

Relationship to Council Strategic Priorities

This report provides information on growth management analytics and inputs for the implementation and planning of capital projects. This relates to Council's Strategic Priorities of Effective Region, Green and Resilient Region, Equitable Region and Prosperous Region, through ensuring orderly, efficient, and fiscally responsible development and growth.

Other Pertinent Reports

- PDS 6-2026: 2025 Niagara Employment Inventory Results (https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=47612)
- PW 15-2026: 2025 Reserve Water and Wastewater Treatment Capacities (https://pub-niagararegion.escribemeetings.com/filestream.ashx?DocumentId=48690)

Prepared by:
Karen Costantini, Manager
Growth Management & Analytics
Infrastructure Planning

Recommended by:
Lisa De Angelis RPP, P.Eng.
Commissioner of Public Works
Public Works Department

Submitted by:
Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Greg Bowie, Senior Planner, and reviewed by Jill Stephen, Associate Director, Infrastructure Planning, and Diana Morreale, Director of Infrastructure Planning and Development.

Appendices

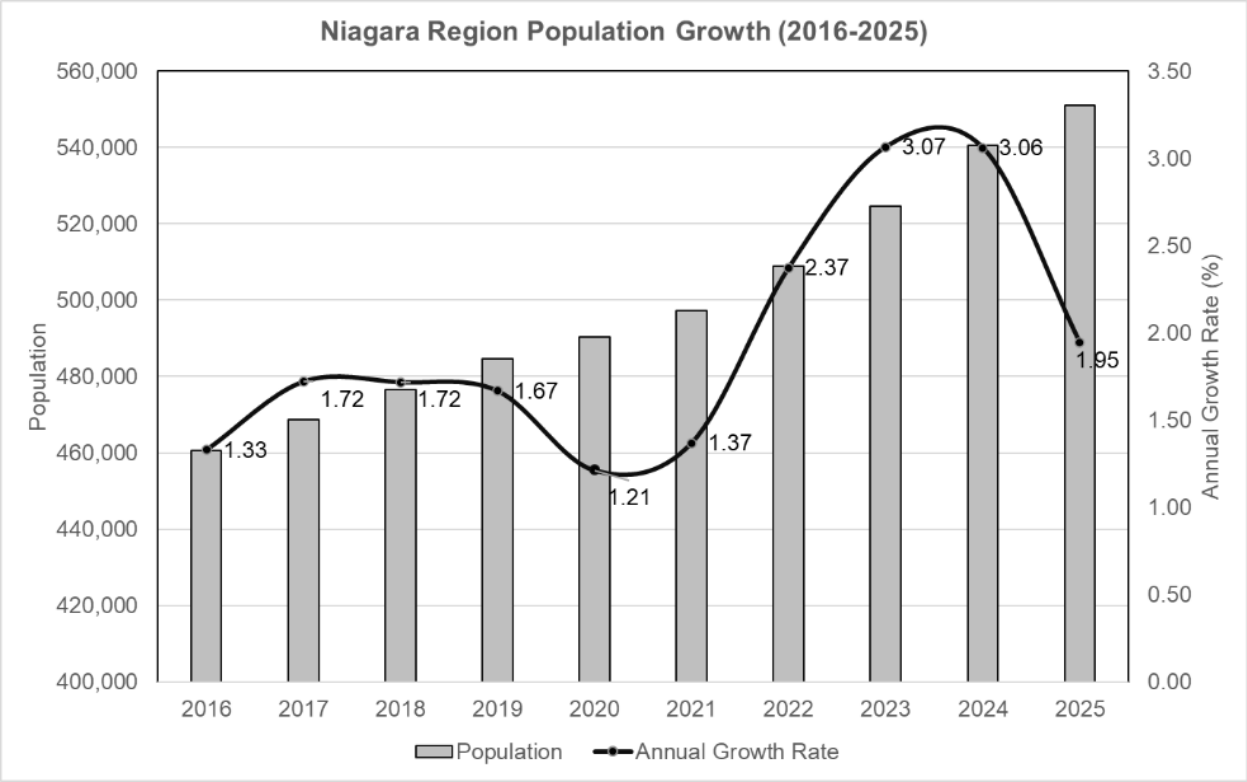
Appendix 1 Detailed Growth Management Data, End-of-year 2025

Appendix 1: Detailed Growth Management Data, End-of-year 2025

General Population Growth

Overall population in Niagara has continued to grow over the last 10 years. On average, the Region's population has increased by approximately 10,000 people per year since 2016, with growth rates peaking in 2023 and 2024. The growth rate in Niagara has slowed over 2025, consistent with a significant slowdown in the provincial growth rate and an overall decline in Canada's total population in 2025. Niagara's population as of July 1st, 2025 was estimated to be 551,128.

Figure A-1: Niagara Region Annual Population Estimates

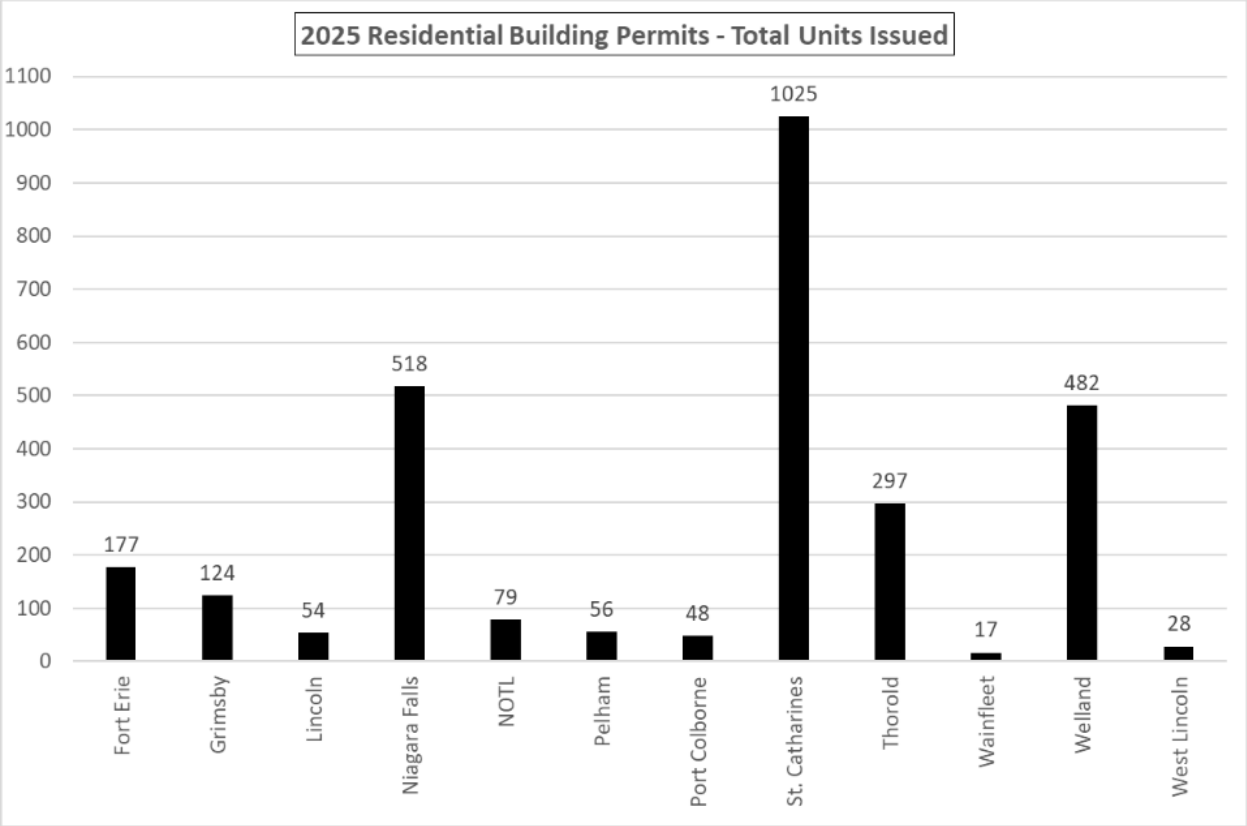


Source: Statistics Canada. Table 17-10-0152-01 Population estimates, July 1, by census division, 2021 boundaries

Building Permits

Building permit information is a useful indicator of growth and development, as it reflects where new construction, investment, and redevelopment activity are occurring within Niagara. Building permit activity is one indicator of the pace of housing development in Niagara and is used as a variable in short- and medium-term population and employment projections. In 2025, 2,905 new residential units were issued a building permit across the Region.

Figure A-2: Total residential building permits issued by each of the 12 municipalities

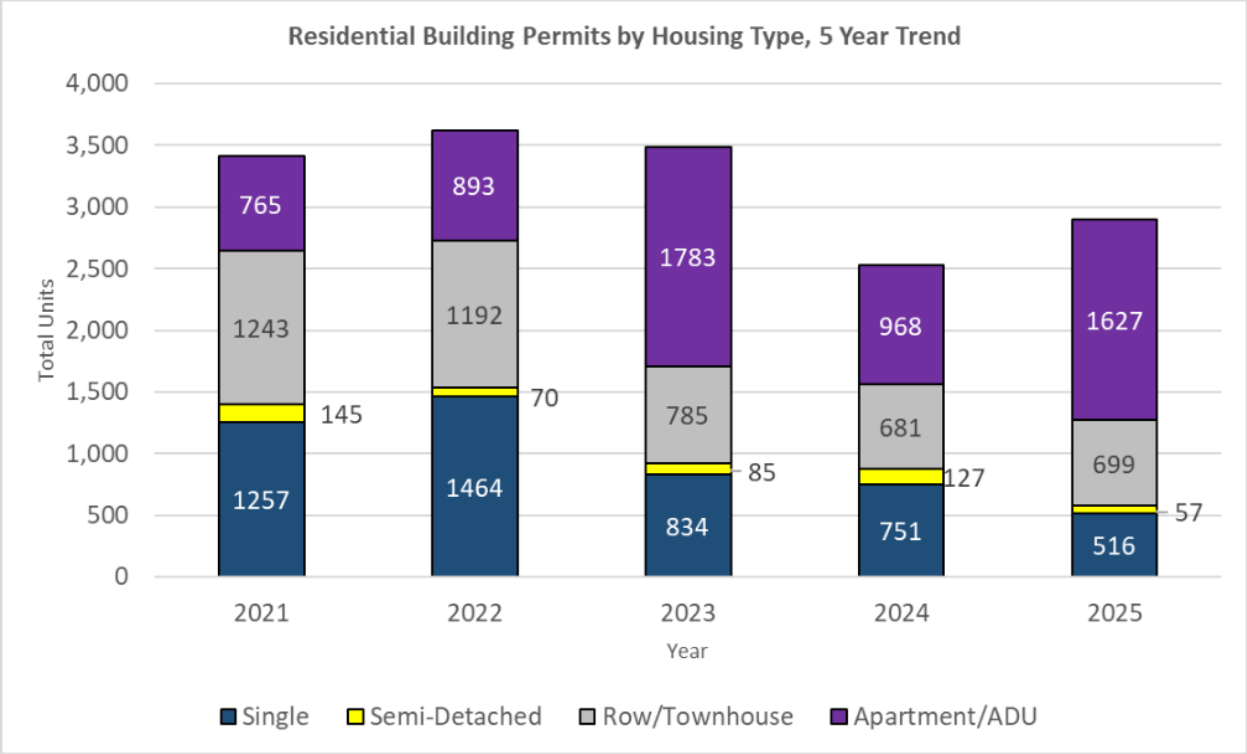


While total building permit unit totals slightly increased compared to 2024, the 2025 totals are still approximately 500 units below the 2018 to 2023 average reflecting a slower builder market.

Medium and high-density forms of housing, which include townhouse/row and apartment developments, continue to account for the majority of residential development in the Region compared with low density, which includes semi-detached and single detached housing. Medium and high-density housing forms accounted for 80% of all units issued building permits in 2025. From a growth management perspective, higher density developments create higher land productivity, resulting in a more efficient use of servicing infrastructure, while they also tend to take longer to reach completion and occupancy.

Additional dwelling units (ADUs), a self-contained, independent residential unit located on the same property as a primary dwelling (either detached or within), have become increasingly popular over the past 5 years and account for approximately 17% of all new residential building permit units in 2025. Staff consider the impacts of ADU's on residential neighbourhoods when completing growth management forecasts.

Figure A-3: Total building permits (residential) over the last 5 years by dwelling type



Housing Starts and Completions

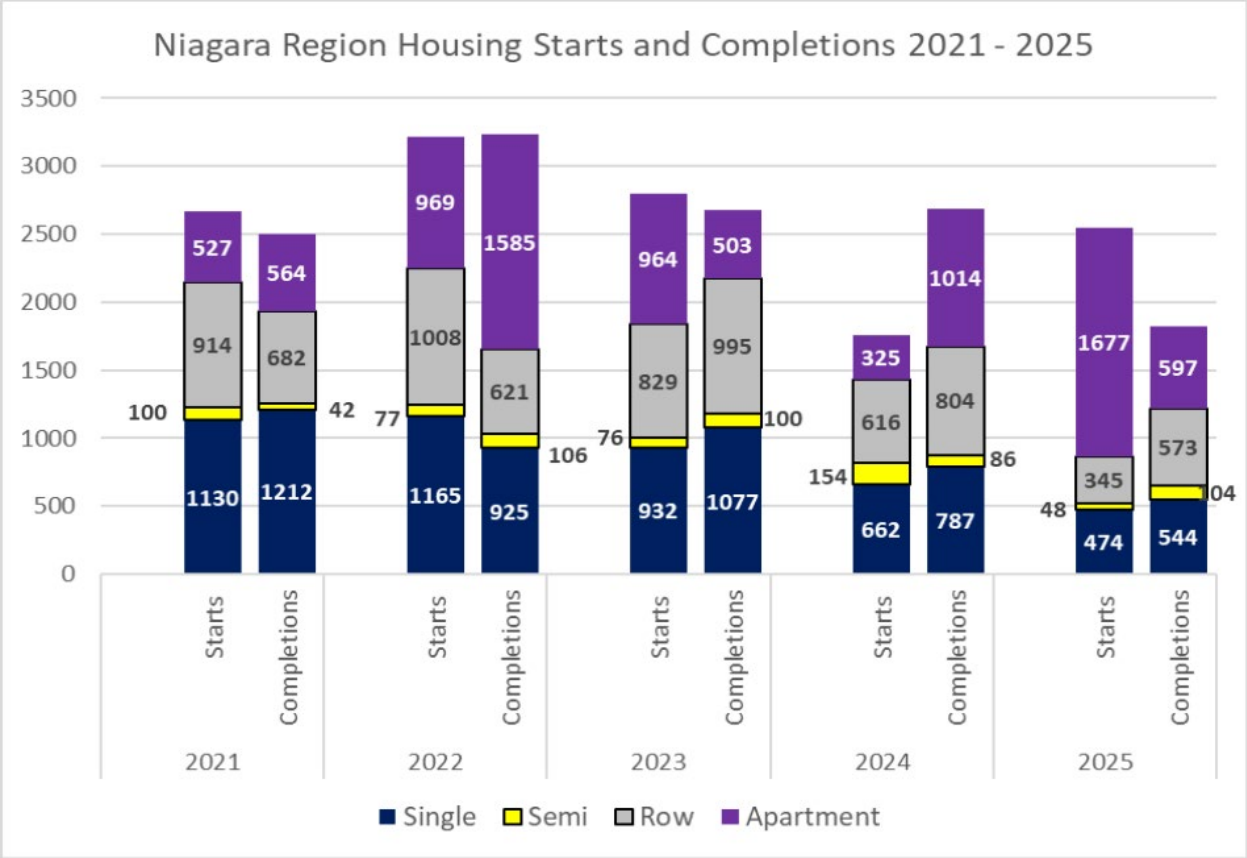
In 2025, the Canada Mortgage and Housing Corporation (CMHC) recorded 2,544 housing starts in Niagara, an increase from the 2024 ten-year-ow of 1,757. Of these, 21% were single-detached or semi-detached homes, 14% were row/townhouses, and 66% were apartments. The “apartment” classification includes all dwellings other than those listed, including structures commonly known as stacked townhouses, duplexes, and triplexes. Apartment projects are expected to continue to account for the majority of housing starts in 2026.

While Niagara saw a rise in starts in 2025, there continues to be an ongoing trend provincially of lower housing starts than previous years. Across Ontario, total housing starts in 2025 (62,561 starts) were down for the 4th year straight, and approximately 32% lower than 2021 total starts when 92,284 new homes were started. Market factors including rising construction costs, worker shortages, high interest rates, coupled with the impacts of tariffs all continue to be identified as contributing factors to a decline in housing starts.

Housing completions continue to trend downwards in Niagara. In 2025, there were 1,818 recorded housing completions—a third year decline from the post-COVID peak in 2022, when 3,237 completions were recorded. This mirrors the downward trend seen

in housing starts over the same period. However, should housing starts across Niagara continue to increase, completions correspondingly are expected to start to increase as well. Construction timelines are typically longer for apartment and multi-unit developments, while single and semi-detached housing can reach unit completion in less than a year based on current data.

Figure A-4: Niagara Region Housing Starts and Completions (2021 – 2025)



*Does not include West Lincoln
Source: CMHC, Housing Market Information Portal

Development Review Applications

Growth data and analytics are supported by information generated from regional review of local development applications. Regional staff comment on applications in accordance with the updated Memorandum of Understanding (2024) between the Region and area municipalities on matters related to regional infrastructure, other services and Region owned land. Additional planning services are provided through signed service level agreements with eight of the area municipalities provided on a cost-recovery basis. In 2025, 858 applications were circulated to the Region. While Regional

staff may not be required to comment on all circulations, information on development activity is still collected to ensure growth management data is properly informed and up to date.

Figure A-5: Total development review applications circulated for each of the last 10 years

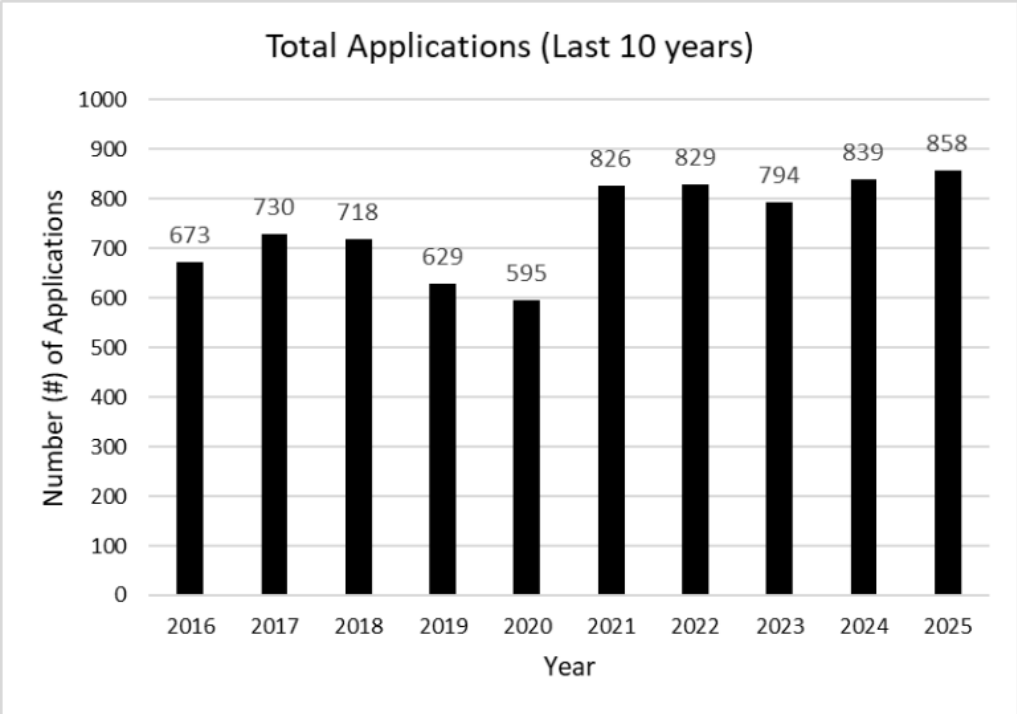
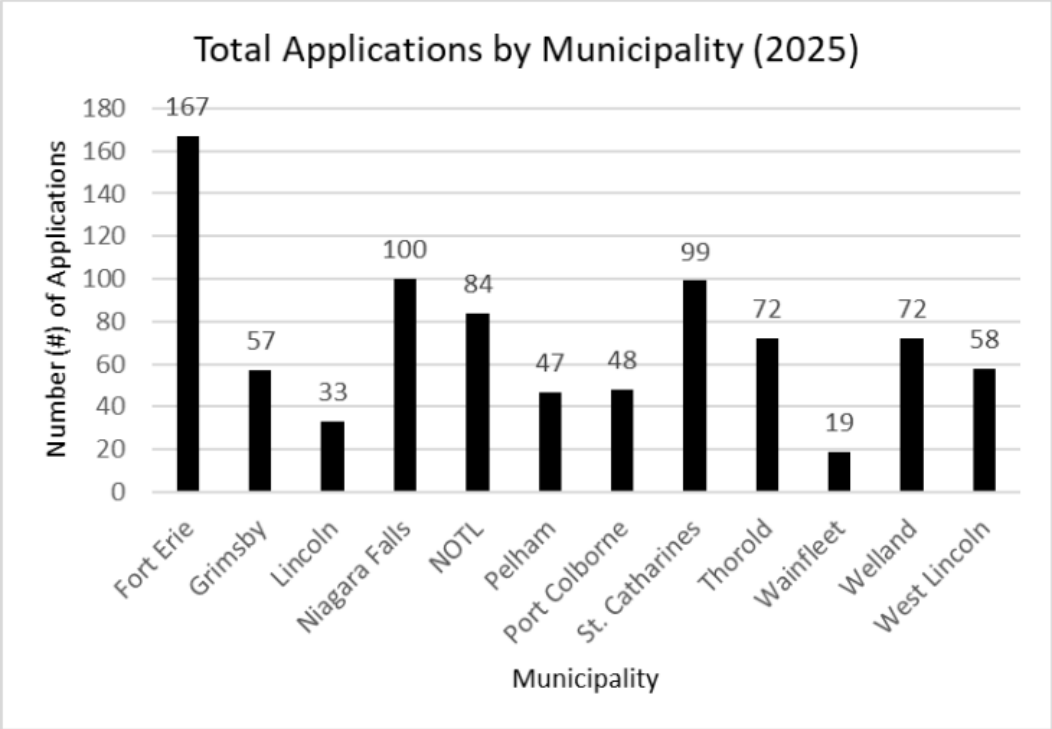
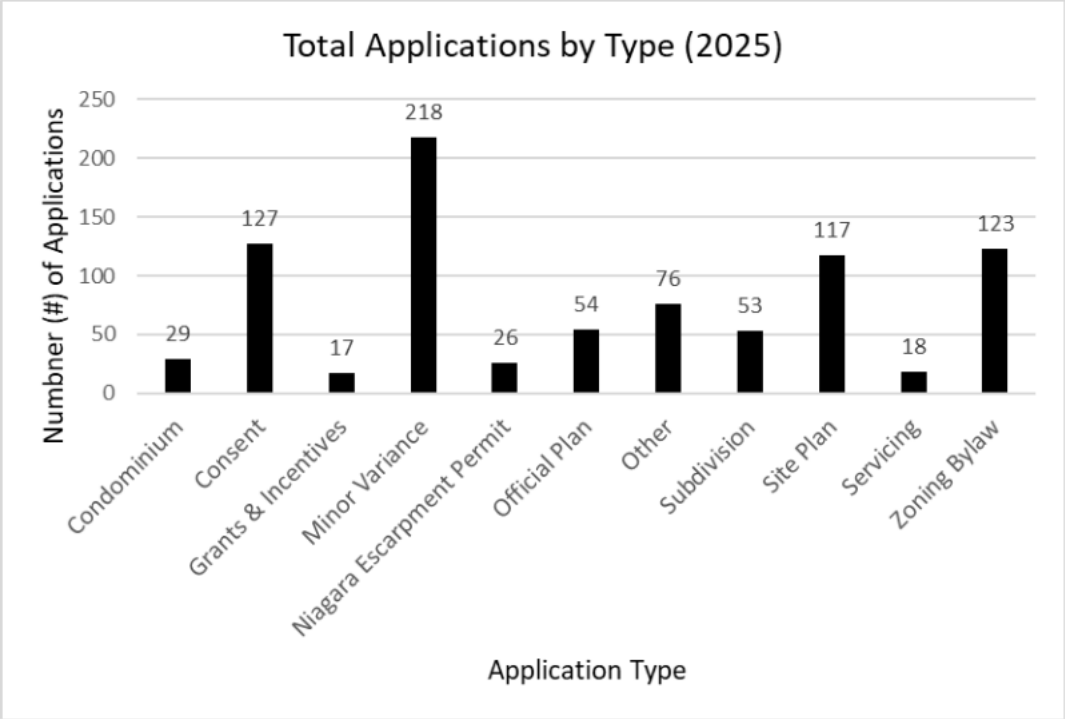


Figure A-6: Applications circulated to Niagara Region by municipality in 2025



Development applications provide insight into the types of development being considered, including residential, employment-based, or institutional development, as well as their potential scale, proposed housing densities, and the communities or corridors in which they are located. This information helps identify where growth pressure may be emerging across the Region.

Figure A-7: Circulated applications by type



Housing Supply Inventory

Growth monitoring relies on information from planning applications tracked through a permitting, approvals and application tracking system to assess active development activity and status, density, location and other growth-related information. The unbuilt housing supply inventory is a dataset maintained by Regional staff that monitors active site plans, plans of condominium, plans of subdivision and Ministerial Zoning Orders (MZOs) in various stages of the development approval process based on information from the development tracking system. Staff compile this inventory through the circulation of planning applications and studies and verify information regularly with local municipal staff. In the inventory, the development approval process is grouped into four categories, including:

- Registered Unbuilt: Units that are within a Registered development but have not yet received a building permit.
- Draft Approved: Units that are within a Draft Approved development.
- Proposed/Under Application: The total number of units that are within development applications that are part of an application currently under review but do not have an approval.

- Ministerial Zoning Order (MZO): Units that have been approved for development by the Province of Ontario.

The data set is used to evaluate existing housing supply inventory and monitor impending growth in specific geographic areas. Units within the registered unbuilt and draft approved categories are considered more likely to come to market within the short-term whereas units within the proposed/under application and MZO are typically considered on a longer-term timeline. Regional staff continue to improve the data in the pipeline through municipal consultations, report review, enhanced review practices and improved structured queries in the development application tracking software.

Table 1. Housing Supply: Number of Units by Application Status (end of year 2025)

Application Status	Single-detached	Semi-detached	Townhouse	Apartment	Total of all Types
Registered Unbuilt	1,641	139	2,758	5,360	10,123
Draft Approved	3,208	521	5,336	12,240	21,800
Under Application / Proposed	2,483	198	9,710	22,259	42,178
Ministerial Zoning Order[1]	0	0	0	1,700	1,700
Total	7,332	858	17,804	41,559	75,801[2]

[1]Ontario Regulation 592/22 Zoning Order does not specify housing unit types and is located in a Major Transit Station Area in Niagara Falls. Housing units associated with this MZO have been recorded in the apartment category for the purpose of this analysis.

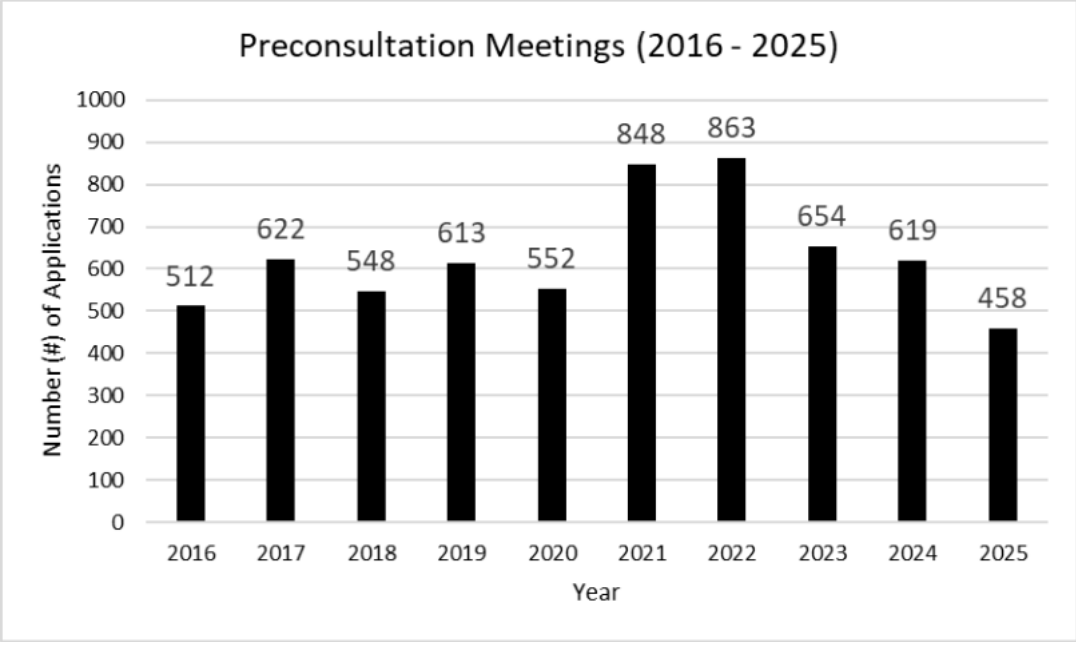
[2]Total units do not align to unit type totals as some applications have a "mixed block" where exact unit types are not yet known.

Overall, there are approximately 75,801 unbuilt units in the housing supply across the region as of January 1, 2026. This is an increase from last year, primarily reflecting additional units entering the approval process accompanied by a slowdown in actual housing starts. At the current pace of development, based on annual unit construction trends over the past five years, the Region has enough planned housing supply to exceed 20 years, if building rates remain unchanged. As additional units enter the development pipeline and construction activity increases, staff will continue to monitor the pipeline and growth pressures in specific areas of the Region. Growth is forecasted by using unit type-specific persons-per-unit factors for each housing type.

Pre-consultation Meetings

Pre-consultation meetings are one indicator of impending development activity, as these consultations show where landowners and developers are actively exploring projects, before a formal application is submitted. Regional staff attend regular pre-consultation meetings with each local municipality to comment on regional requirements and assist in the processing of applications. Figure A-8 illustrates the number of pre-consultation meetings attended by staff from 2016 – 2025. Regional staff attended fewer pre-consultation meetings in 2025 than in 2024.

Figure A-8: Total Pre-Consultation Meetings Attended



Administration
Office of the Regional Clerk
1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7
Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977
www.niagararegion.ca

July 31, 2026

CL 12-2026, July 30, 2026
PHSSC 6-2026, July 14, 2026
COM-C 20-2026, July 14, 2026

DISTRIBUTION LIST

SENT ELECTRONICALLY

Motion – Community Safety and Shelter Operations Plan
COM-C 20-2026

Regional Council, at its meeting held on July 30, 2026, passed the following recommendation at the Public Health and Social Services Committee:

WHEREAS Niagara Region has proposed relocating the modular shelter for individuals experiencing homelessness from Riordon Street to the area of Bunting Road and Dunkirk Road within the City of St. Catharines;

WHEREAS in recognition that individuals experiencing homelessness, mental illness, substance use disorders and other complex challenges deserve access to safe shelter, compassionate care, evidence-based supports and permanent housing opportunities;

WHEREAS successful emergency shelters require not only appropriate indoor accommodation, but also comprehensive health and social supports, effective neighbourhood management, strong community partnerships and clear accountability to surrounding residents and businesses;

WHEREAS residents, businesses, schools and community organizations surrounding the proposed location have expressed concerns regarding public safety, neighbourhood impacts, cleanliness, behaviour in public spaces and the need for meaningful communication and ongoing oversight;

WHEREAS the proposed shelter is located in close proximity to neighbourhood parks, schools, residential areas and local businesses, making effective management of public spaces and mitigation of visible street disorder essential to maintaining community confidence while supporting successful shelter operations; and

WHEREAS the City of St. Catharines supports approaches that improve housing outcomes while minimizing impacts on surrounding neighbourhoods through proactive planning and collaboration.

NOW THEREFORE BE IT RESOLVED:

1. That, as respectfully requested by the Council of the City of St. Catharines, that Niagara Region **PREPARE AND PUBLICLY RELEASE** a comprehensive Community Safety and Shelter Operations Plan prior to the relocation of the modular shelter to the Bunting Road site, and that the plan include, at minimum, the following components:

   a) **Community Engagement and Accountability**

      i. The designation of a dedicated Housing Services staff member as the primary community liaison, together with a direct telephone number and email address for residents and businesses;

      ii. The establishment of a Community Liaison Committee consisting of representatives from Niagara Region, the shelter operator, Niagara Regional Police Service, City staff, local residents, local businesses, neighbouring schools, Public Health and community organizations, meeting regularly throughout the first year of operation;

      iii. Public information meetings prior to occupancy together with regularly scheduled community update meetings following opening;

      iv. A publicly available Good Neighbour Plan outlining expectations for shelter residents, complaint resolution procedures, communication protocols, neighbourhood maintenance commitments, and the roles and responsibilities of all partner agencies; and

      v. A Frequently Asked Questions document for surrounding residents and businesses;

   b) **Community Safety and Security**

      i. Fully operational security measures in place prior to occupancy, including:

         - 24-hour on-site security personnel;
         - Security patrols extending beyond the shelter property into adjacent parks, trails and surrounding neighbourhoods;
         - Comprehensive CCTV coverage;
         - Crime Prevention Through Environmental Design (CPTED) improvements including fencing, lighting, landscaping and other physical security measures;
         - Ongoing review of security staffing levels and patrol frequency; and

      ii. Enhanced proactive community policing in partnership with the Niagara Regional Police Service, focused on public safety, criminal enforcement where appropriate, crisis intervention and referrals to health and social services;

iii. Coordination with the City of St. Catharines for enhanced municipal by-law enforcement addressing public space concerns, encampments, nuisance issues and property standards;

iv. Recognition that Niagara Region's operational responsibility extends beyond the shelter property itself and includes reasonable mitigation of impacts within the surrounding neighbourhood; and

v. A public space management plan that is intended to minimize visible public drug consumption and associated high-risk behaviours in the vicinity of the shelter, particularly within parks, playgrounds, school routes and other publicly accessible spaces frequented by children and families, through proactive security, outreach, timely intervention and access to appropriate indoor services;

c) **Shelter Operations**

i. A detailed operational plan describing:

- what "24-hour shelter" will mean in practice;
- whether residents may remain inside throughout the day;
- the size and capacity of indoor common areas;
- the availability of meaningful daytime programming;
- the delivery of on-site housing navigation, identification assistance, case management, mental health services, addictions treatment and other social supports;
- how unnecessary displacement of shelter residents into surrounding neighbourhoods during daytime hours will be minimized; and

ii. Expanded shelter supports for individuals with pets, behavioural challenges and other barriers to accessing shelter;

d) **Mental Health, Housing and Community Supports**

i. Increased onsite access to:

- mental health services;
- addictions treatment;
- crisis intervention;
- outreach workers;
- supportive housing;
- permanent housing pathways; and
- case management services, with the objective of improving housing outcomes while reducing neighbourhood impacts;

e) **Neighbourhood Cleanliness and Maintenance**

i. A proactive neighbourhood maintenance strategy including:

- continuous litter collection and needle sweeps throughout each day across an expanded perimeter;

- rapid identification and response to emerging hotspots;
- increased garbage collection beyond the current weekly schedule;
- installation of additional garbage and sharps disposal receptacles where appropriate;
- regular neighbourhood clean-up initiatives; and
- consideration of grant funding to assist nearby residents and businesses with anti-vandalism measures;

f) **Infrastructure Readiness**

i. Confirmation that all required municipal infrastructure and utilities, including water, sanitary servicing, hydro and natural gas, will be fully operational and capable of supporting the shelter prior to occupancy;

g) **Performance Measurement and Public Reporting**

i. Quarterly public reporting during the first year of operation, including:

- shelter occupancy;
- diversion results;
- outreach contacts;
- housing placements and successful shelter exits;
- security incidents;
- police and by-law response trends;
- neighbourhood complaints;
- litter collection and needle recoveries;
- progress on security improvements;
- community safety indicators; and

ii. Representatives of Niagara Region attend St. Catharines City Council at least twice annually during the first year of operation to present updates, answer questions, and receive feedback from City Council and the community;

2. That this list of requirements **BE APPLICABLE** to all shelter locations in Niagara;

3. That Niagara Region **NOT PROCEED** with occupancy of the Bunting Road shelter until the Community Safety and Shelter Operations Plan described in this resolution has been completed, publicly released, and presented to the Council of the City of St. Catharines, demonstrating that appropriate operational plans, security measures, community supports, communications protocols and neighbourhood mitigation strategies are fully in place and ready for implementation on the first day of operation;

4. That the Niagara Region **COMMIT**, prior to occupancy, that the shelter will operate as a comprehensive 24-hour service hub that enables residents to remain on-site throughout the day while accessing housing supports, case management, mental health and addictions services and other programming, and that the shelter is not intended to function solely as overnight accommodation requiring residents to spend significant portions of the day elsewhere in the community;

5. That should quarterly reporting identify significant or persistent concerns relating to public safety, neighbourhood impacts, shelter operations or housing outcomes, that Niagara Region **PREPARE AND IMPLEMENT** a corrective action plan, in consultation with the Community Liaison Committee and the City of St. Catharines, outlining additional mitigation measures, implementation timelines and performance targets; and
6. That copies of this resolution **BE FORWARDED** to St. Catharines City Council; the Commissioner of Community Services; Niagara Regional Public Health; Niagara Regional Police Service; the Niagara Regional Police Service Board; all local Members of Provincial Parliament; all local Members of Parliament; the Local Area Municipalities; the District School Board of Niagara; the Niagara Catholic District School Board; and other relevant community partners for their information and consideration.

Yours truly,



Ann-Marie Norio
Regional Clerk
:ab

CLK-C 2026-061

cc: H. Koning, Commissioner, Community Services
M. Gallardi, Executive Assistant, Community Services

Distribution List: Local Area Municipalities
Niagara Police Services Board
Local Members of Parliament
Local Members of Provincial Parliament
Local Area School Boards

Town of Lincoln

4800 SOUTH SERVICE RD.,
BEAMSVILLE, ON L3J 1L3

905-563-2799

July 8, 2026

SENT VIA EMAIL

RE: **Town of Lincoln Council Resolution – Environmental Registry of Ontario (ERO) Proposals**

Please be advised that Council of the Corporation of the Town of Lincoln at its Council Meeting held on July 6, 2026, passed the following resolution regarding a Environmental Registry of Ontario (ERO) Proposals, with the following motion:

Resolution Number: RC-2026-59
Moved by: Councillor Adam Russell; Seconded by: Councillor Mike Mikolic

WHEREAS The Province of Ontario has introduced Environmental Registry of Ontario (ERO) Proposals 026-0310 and 026-0426, which propose significant changes to municipal planning processes, including reforms to site plan control and planning approvals for publicly funded schools; and

WHEREAS Council for the Town of Lincoln supports the timely construction of publicly funded schools and recognizes the need for efficient development approval processes to support growing communities; and

WHEREAS Municipalities are responsible for transportation networks, stormwater management, municipal servicing, environmental protection, public safety, urban design, and ensuring compatibility between new development and surrounding land uses; and

WHEREAS Site plan control is an important planning tool that enables municipalities to review technical information and address matters such as grading and drainage, landscaping, lighting, traffic circulation, environmental impacts, and other site-specific development considerations; and

WHEREAS Site plan control also supports public safety by providing municipalities with the ability to review matters such as emergency access, fire routes, pedestrian and cycling connections, school transportation operations, accessibility, lighting,

and stormwater management; and

WHEREAS The proposed removal or significant reduction of site plan control would limit the ability of municipalities to address local impacts associated with development while continuing to hold municipalities responsible for the resulting infrastructure, servicing, environmental, and public safety considerations; and

WHEREAS Municipalities are accountable to their residents for ensuring that growth occurs in a safe and responsible manner that reflects local needs and conditions;

NOW, THEREFORE BE IT RESOLVED THAT:

1. Endorse the staff recommendation outlined in Planning and Development Report PD-15-26 and reaffirm its support for retaining site plan control as an essential planning tool under the Planning Act;

2. Request that the Minister of Municipal Affairs and Housing and the Minister of Education amend ERO Proposals 026-0310 and 026-0426 to preserve municipal authority to require site-specific planning information, technical studies, and development standards necessary to evaluate development impacts, protect public safety, and safeguard the public interest;

3. Request that the Province consult with municipalities, school boards, the Association of Municipalities of Ontario (AMO), the Ontario Professional Planners Institute (OPPI), conservation authorities, and other stakeholders prior to implementing any changes that would remove or substantially limit site plan control;

4. Request that the Province ensure municipalities retain the authority to require and review information necessary to address public safety considerations, including emergency services access, traffic operations, active transportation connections, accessibility, stormwater management, compatibility and consideration of impacts to adjacent properties, and the safe integration of schools within existing and planned communities;

5. Recommend that the Province prioritize development approval reforms that improve process efficiencies while maintaining municipal oversight and accountability for matters related to public safety, emergency response access, transportation safety, environmental protection, infrastructure capacity, urban design, and neighbourhood compatibility, and undertake a comprehensive review of all factors contributing to development approval timelines, including provincial agency review requirements and applicant resubmission delays, to ensure that future reforms address the root causes of delays;

6. That a copy of this resolution be forwarded to the Minister of Municipal Affairs and Housing, Minister of Education, Member of Provincial Parliament (Niagara West), Association of Municipalities of Ontario (AMO), Ontario Professional Planners Institute (OPPI), Niagara Region, and local area municipalities for their consideration and support.

CARRIED

If you require any additional information, please do not hesitate to contact the undersigned.

Regards,

Julie Kirkelos
Town Clerk
jkirkelos@lincoln.ca

cc: The Minister of Municipal Affairs and Housing
The Minister of Education
Niagara West MPP
Region of Niagara
Local area municipalities
Association of Municipalities of Ontario (AMO)
Ontario Professional Planners Institute (OPPI)

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Via: minister.mecp@ontario.ca

Honorable Todd McCarthy

Subject: Request for Review of Extended Producer Responsibility for One-Pound Single-Use Propane Cylinders

Dear Sir,

I am writing to request that the Ministry of the Environment, Conservation and Parks and the Resource Productivity & Recovery Authority (RPRA) undertake a review of the current regulatory framework governing one-pound single-use propane cylinders sold in Ontario.

Consumers purchasing these cylinders pay environmental stewardship or producer responsibility costs at the point of sale with the expectation that an appropriate end-of-life management system exists. In practice, however, accessible return and recycling opportunities for these cylinders are extremely limited across many parts of the province. Most retail locations that sell the cylinders do not accept them back, and consumers are often left with few or no practical disposal options.

As a result, municipalities have become the default managers of these products. Municipal waste facilities bear the responsibility, cost, and safety risks associated with collecting, storing, and managing these pressurized cylinders despite not being the producers or distributors of the product. Improper disposal also creates significant operational hazards at material recovery facilities, transfer stations, and landfills, including the risk of fires and equipment damage.

This situation appears inconsistent with the principles of Extended Producer Responsibility (EPR), which are intended to shift the financial and operational responsibility for post-consumer products from municipalities and taxpayers to producers. When consumers contribute to environmental handling costs at the time of purchase, there should be a convenient, accessible, and effective collection system available to ensure the product is managed responsibly at the end of its useful life.

I respectfully request that the Ministry and RPRA review the current requirements applicable to one-pound propane cylinders and consider the following:

- Assess whether the existing producer responsibility system provides sufficient and accessible return opportunities for consumers throughout Ontario.
- Evaluate whether the fees collected from consumers are being used to establish an effective province-wide collection and recycling network.

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- Require producers and retailers to provide convenient and publicly accessible take-back locations wherever these products are sold.
- Review whether municipalities are being unfairly burdened with the costs and liabilities associated with managing these products.
- Consider regulatory amendments to strengthen producer accountability and ensure the objectives of Ontario's circular economy and waste diversion policies are being achieved.

Municipalities should not be left to absorb the financial costs, operational challenges, and public safety risks associated with products for which producers have collected environmental stewardship fees. A well-functioning producer responsibility system should ensure that consumers have practical disposal options and that municipalities are not forced to subsidize the end-of-life management of these products.

I appreciate your consideration of this matter and would welcome the opportunity to discuss this issue further or provide examples of the challenges municipalities continue to face regarding the management of one-pound propane cylinders.

Thank you for your attention to this important issue.

Sincerely,

Nancy Carrol
CAO/Clerk-Treasurer
Tudor and Cashel Township

Cc: Resource Productivity & Recovery Authority (RPRA): registry@rpra.ca
Premier Doug Ford: Premier@ontario.ca
All municipalities

Municipality of Trent Lakes
760 Peterborough County Road 36, Trent Lakes, ON K0M 1A0 Tel 705-738-3800 Fax 705-738-3801

July 16, 2026

Via email only

Re: Request for Provincial Action on the Accuracy of Municipal Voters' Lists

Please be advised that during their Regular Council meeting held July 14, 2026, Council passed the following resolution:

Resolution No. **R2026-273**

Moved by Councillor Franzen
Seconded by Deputy Mayor Armstrong

That Council support the following resolution from the County of Peterborough regarding Request for Provincial Action on the Accuracy of the Municipal Voters' Lists:

Whereas the Province of Ontario shifted responsibility of the municipal election voters list from MPAC to Elections Ontario by amending the Municipal Elections Act, 1996, through the Helping Tenants and Small Businesses Act, 2020, effective after the 2022 municipal election; and
Whereas many of the eight lower-tier Township elector lists presented by Elections Ontario have discrepancies in voter counts from the 2022 municipal election, specifically in the number of eligible non-resident property owners which are significantly lower than the 2022 numbers; and
Whereas Elections Ontario has acknowledged the discrepancies and is planning to address them;
Now therefore be it resolved that the Corporation of the County of Peterborough urges the Province of Ontario to immediately encourage prioritization of the review of data specifically related to non-resident property owners to ensure voter lists are as accurate as possible prior to August 14, 2026; and
That this resolution be forwarded to the Premier, the Minister of Municipal Affairs and Housing, the local MPPs, AMO, ROMA, AMCTO, EOWC, FOCA, all Ontario municipalities and the eight lower-tier Township Clerks for support.

Carried.

Sincerely,

Mayor and Council of the Municipality of Trent Lakes

cc: All Ontario municipalities
Peterborough County Lower Tier Municipalities

The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, July 14, 2026

Resolution # RC26148	**Meeting Order:10**
Moved by:	**Seconded by:**

WHEREAS recent municipal infrastructure funding programs by the Government of Canada and Province of Ontario have tended to prioritize growth-related or housing-enabling infrastructure projects over infrastructure renewal needs;

AND WHEREAS the Government of Ontario has regulated municipal infrastructure asset management through O. Reg 588/17 (Asset Management Planning for Municipal Infrastructure) under the *Infrastructure for Jobs and Prosperity Act, 2015*;

AND WHEREAS municipal asset management plans and the Financial Accountability Office of Ontario have identified that municipalities have significant state-of-good-repair backlogs and renewal needs for infrastructure;

AND WHEREAS the Government of Ontario doubled the Ontario Community Infrastructure Fund (OCIF) from $200M/year to $400M/year for 2021-2026 but has not publicly committed to maintaining this level of funding beyond 2026;

AND WHEREAS the OCIF has become a vital and indispensable resource for municipalities, assisting them with improving their asset management programs and meeting community-preserving infrastructure renewal needs;

AND WHEREAS increased geopolitical uncertainty is threatening the economic prosperity of Canada, Ontario, and every municipality;

AND WHEREAS municipal infrastructure is a key enabler and preserver of economic prosperity;

Page 2...

The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND WHEREAS the Municipal Finance Officers' Association of Ontario (MFOA) has heard from its members and their municipalities concerns regarding the potential erosion of existing municipal infrastructure and thus service levels in light of the ongoing focus on housing-enabling infrastructure by grant funding programs;

NOW THEREFORE BE IT RESOLVED that The Corporation of the Municipality of Wawa supports MFOA's letter to the Ministry of Infrastructure requesting that the doubling of the Ontario Community Infrastructure Fund be made permanent in advance of the allocations for the 2027 calendar year, helping municipalities to continue building housing-enabling infrastructure while preserving the economic value provided by existing infrastructure.

RESOLUTION RESULT	RECORDED VOTE		
☑ CARRIED	MAYOR AND COUNCIL	YES	NO
☐ DEFEATED	Mitch Hatfield		
☐ TABLED	Cathy Cannon		
☐ RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
☐ PECUNIARY INTEREST DECLARED	Jim Hoffmann		
☐ WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk:_____

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL
M. Pilon	Maury O'Neill

This document is available in alternate formats.

TOWNSHIP OF SOUTH-WEST OXFORD
R. R. # 1, Mount Elgin, ON N0J 1N0
312915 Dereham Line
Phone: (519) 877-2702; (519) 485-0477
Fax: (519) 485-2932

July 17th, 2026

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

The Honourable Todd J. McCarthy
Minister of Environment, Conservation and Parks
5th Floor, 777 Bay St.
Toronto, ON M7A 2J3
minister.mecp@ontario.ca

Dear Premier Ford and Minister McCarthy,

Re: Request for Changes to the *Pesticides Act* to Permit the Use of Pesticides in Playground Areas for Weed Management

I am writing to inform you that, at their meeting held on July 14, 2026, the Council of the Township of South-West Oxford passed a resolution advocating for changes to the Pesticides Act to allow for the use of pesticides in playground areas for weed mitigation.

WHEREAS the Ontario *Pesticides Act* and Ontario Regulation 63/09 (Cosmetic Pesticides Ban) restrict the use of herbicides for cosmetic weed control in playground areas;

AND WHEREAS the Council for the Township of South-West Oxford recognize the importance of maintaining safe, clean, accessible, and well-maintained recreational spaces for everyone;

AND WHEREAS playgrounds are valued public recreational spaces that enhance the health, well-being, and enjoyment of residents;

AND WHEREAS the Township is responsible for the ongoing maintenance, inspection, and upkeep of playgrounds, including costly surfacing materials, and despite regular maintenance and manual weed removal, weed growth within and around the playground area continues to present ongoing maintenance challenges;

THEREFORE BE IT RESOLVED that the Council for the Township of South-West Oxford respectfully request that the Province of Ontario consider amending the *Pesticides Act* and Ontario Regulation 63/09 (Cosmetic Pesticides Ban) to permit the

TOWNSHIP OF SOUTH-WEST OXFORD
R. R. # 1, Mount Elgin, ON N0J 1N0
312915 Dereham Line
Phone: (519) 877-2702; (519) 485-0477
Fax: (519) 485-2932

controlled use of pesticides for weed management in playground areas, with any application being carried out by qualified and authorized individuals in accordance with all applicable provincial legislation, product requirements, and safety measures.

Yours truly,



Denny Giles
Manager of Legislative Services/Clerk
Township of South-West Oxford

cc: Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

TOWN OF WASAGA BEACH

30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

July 17, 2026

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

BY EMAIL ONLY

Dear Premier Ford,

RE: Letter of Support from the Town of Wasaga Beach – Modernizing Ontario's Invasive Plant Regulatory Framework

Please be advised that the Council of the Town of Wasaga Beach, during their July 16, 2026, Council meeting, and at the request of the Township of Ramara, passed the following resolution regarding Modernizing Ontario's Invasive Plant Regulatory Framework.

WHEREAS invasive plant species pose environmental, infrastructure, and financial challenges for municipalities and property owners; and

WHEREAS preventing the spread of invasive species is more effective and cost-efficient than managing them after they become established;

THEREFORE BE IT RESOLVED THAT the Council of the Town of Wasaga Beach supports the Township of Ramara and Town of Halton Hills' resolution requesting that the Province of Ontario modernize Ontario's invasive plant regulatory framework, strengthen measures to limit the sale and distribution of invasive plant species, promote native and non-invasive alternatives, and provide municipalities with the tools and resources needed to support prevention.

AND FURTHER THAT this resolution be forwarded to the Premier of Ontario, the appropriate provincial ministries, the local MPP and MP, the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), the Ontario Invasive Plant Council, and all Ontario municipalities.
Your favorable consideration of this matter is appreciated.

Should you have any questions, please contact me at mayor@wasagabeach.com or (705) 429-3844 ext. 2246.

Sincerely,

Brian Smith
Mayor, Town of Wasaga Beach

TOWN OF WASAGA BEACH

30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

/mps

cc: Hon. Mike Harris, Minister of Natural Resources (minister.mnrf@ontario.ca)
Hon. Todd J. McCarthy, Minister of the Environment, Conservation and Parks (minister.mecp@ontario.ca)
Hon. Trevor Jones, Minister of Agriculture, Food and Agribusiness (minister.omafa@ontario.ca)
Brian Saunderson, MPP for Simcoe-Grey (Brian.Saunderson@pc.ola.org)
Terry Dowdall, MP for Simcoe-Grey (terry.dowdall@parl.gc.ca)
The Association of the Municipalities of Ontario (AMO) (amo@amo.on.ca)
The Rural Ontario Municipal Association (ROMA) (roma@roma.on.ca)
The Ontario Invasive Plant Council (info@oninvasives.ca)
All Ontario Municipalities

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TOWN OF WASAGA BEACH

30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

July 17, 2026

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

BY EMAIL ONLY

Dear Premier Ford,

RE: Letter of Support from the Town of Wasaga Beach – Finlay's Law on Emergency Room Reform

Please be advised that the Council of the Town of Wasaga Beach, during their July 16, 2026, Council meeting, and at the request of Township of Ramara, passed the following resolution regarding Finlay's Law on Emergency Room Reform.

WHEREAS Ontario hospitals continue to experience emergency room overcrowding, staffing shortages, and prolonged wait times that impact timely access to emergency care and place additional strain on patients, healthcare providers, and municipal paramedic services; and

WHEREAS the tragic death of sixteen-year-old Finlay van der Werken, who died in February 2024 after waiting in the emergency department at Oakville Trafalgar Memorial Hospital, has highlighted the need for stronger provincial standards to improve pediatric emergency care across Ontario;

THEREFORE BE IT RESOLVED THAT the Council of the Town of Wasaga Beach supports the resolutions of the Township of Ramara, Municipality of Wawa and the Western Ontario Wardens' Caucus calling on the Province of Ontario to reduce emergency room wait times through increased hospital capacity, enhanced triage protocols, additional healthcare staffing, and improved emergency care resources.

AND FURTHER THAT the Town of Wasaga Beach supports the introduction of Finlay's Law to strengthen pediatric emergency care through provincial standards for timely access to care, safe staffing levels, independent oversight, and enhanced funding for pediatric emergency services.

AND FURTHER THAT the Council supports requests for the Government of Canada to work with the Province of Ontario to strengthen accountability under the Canada Health Act and support the implementation of consistent national emergency care standards.

AND FURTHER THAT this resolution be forwarded to the Premier of Ontario, the Ontario Minister of Health, the Federal Minister of Health, the local MPP and MP, the Association of Municipalities of Ontario (AMO), the Ontario Hospital Association (OHA), the Ontario Medical Association (OMA), the Western Ontario Wardens' Caucus (WOWC), and all Ontario municipalities for their information and consideration. Your favorable consideration of this matter is appreciated.

TOWN OF WASAGA BEACH

30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

Should you have any questions, please contact me at mayor@wasagabeach.com or (705) 429-3844 ext. 2246.

Sincerely,



Brian Smith
Mayor, Town of Wasaga Beach
/mps

cc: Hon. Sylvia Jones, Ontario Deputy Premier and Minister of Health (sylvia.jones@ontario.ca)
Hon. Marjorie Michel, Federal Minister of Health (hcminister.ministresc@hc-sc.gc.ca)
Brian Saunderson, MPP for Simcoe-Grey (Brian.Saunderson@pc.ola.org)
Terry Dowdall, MP for Simcoe-Grey (terry.dowdall@parl.gc.ca)
The Association of the Municipalities of Ontario (AMO) (amo@amo.on.ca)
The Ontario Hospital Association (OHA) (info@oha.com)
The Ontario Medical Association (OMA) (info@oma.org)
The Western Ontario Wardens' Caucus (WOWC) (kate@wowc.ca)
All Ontario Municipalities

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30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

July 17, 2026

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

BY EMAIL ONLY

Dear Premier Ford,

RE: Letter of Support from the Town of Wasaga Beach – Innovative Housing and Support Models for Adults with Developmental Disabilities

Please be advised that the Council of the Town of Wasaga Beach, during their July 16, 2026, Council meeting, and at the request of the Township of Ramara, passed the following resolution regarding Innovative Housing and Support Models for Adults with Developmental Disabilities.

WHEREAS adults with developmental disabilities often experience reduced supports and programming after reaching adulthood, creating challenges for individuals, families, and caregivers; and

WHEREAS there is a growing need for innovative, inclusive, and sustainable housing and support models that promote independence, dignity, community participation, and quality of life;

THEREFORE BE IT RESOLVED THAT the Council of the Town of Wasaga Beach supports the Township of Ramara and City of Richmond Hill's resolution encouraging the Province of Ontario and municipalities to explore innovative integrated housing and support models for adults with developmental disabilities, including partnerships that enhance access to housing, community services, and meaningful daily participation.

AND FURTHER THAT the Province be encouraged to engage municipalities, developmental service agencies, families, caregivers, and advocacy organizations in evaluating and implementing these models.

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Children, Community and Social Services, the Minister of Long-Term Care, the Minister for Seniors and Accessibility, the local MPP, the Association of Municipalities of Ontario (AMO), and all Ontario municipalities for their information and consideration.

Should you have any questions, please contact me at mayor@wasagabeach.com or (705) 429-3844 ext. 2246.

Sincerely,

TOWN OF WASAGA BEACH

30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

Brian Smith
Mayor, Town of Wasaga Beach
/mps

cc: Hon. Michael Parsa, Minister of Children, Community and Social Services (MinisterMCCSS@ontario.ca)
Hon. Natalia Kusendova-Bashta, Minister of Long-Term Care (minister.mltc@ontario.ca)
Hon. Raymond Cho, Minister for Seniors and Accessibility (MinisterSeniorsAccessibility@ontario.ca)
Brian Saunderson, MPP for Simcoe-Grey (Brian.Saunderson@pc.ola.org)
Terry Dowdall, MP for Simcoe-Grey (terry.dowdall@parl.gc.ca)
The Association of the Municipalities of Ontario (AMO) (amo@amo.on.ca)
All Ontario Municipalities

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30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

July 17, 2026

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

BY EMAIL ONLY

Dear Premier Ford,

RE: Letter of Support from the Town of Wasaga Beach – Traffic Calming and Speeding Mitigation

Please be advised that the Council of the Town of Wasaga Beach, during their July 16, 2026, Council meeting, and at the request of Village of Merrickville-Wolford, passed the following resolution regarding Traffic Calming and Speeding Mitigation.

WHEREAS speeding continues to pose a significant public safety concern in communities across Ontario; and

WHEREAS municipalities require effective traffic calming measures and sustainable funding to improve road safety and protect all road users, including children and seniors;

THEREFORE BE IT RESOLVED THAT the Council of the Town of Wasaga Beach supports the resolution of the North Grenville–Merrickville-Wolford OPP Detachment Board requesting that the Province of Ontario expand funding for traffic calming and speeding mitigation initiatives to all municipalities, rather than limiting support to municipalities utilizing automated speed enforcement.

AND FURTHER THAT this resolution be forwarded to the Premier of Ontario, the Minister of Transportation, the Minister of Finance, the local MPP, the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), the Ontario Provincial Police, all Ontario Police Service Boards, and all Ontario municipalities for their information and consideration.

Your favorable consideration of this matter is appreciated.

Should you have any questions, please contact me at mayor@wasagabeach.com or (705) 429-3844 ext. 2246.

Sincerely,

Brian Smith
Mayor, Town of Wasaga Beach

TOWN OF WASAGA BEACH

30 Lewis Street, Wasaga Beach
Ontario, Canada L9Z 1A1
Tel (705) 429-3844
mayor@wasagabeach.com

OFFICE OF THE MAYOR

/mps

cc: Hon. Prabmeet Singh Sarkaria, Minister of Transportation (minister.mto@ontario.ca)
Hon. Peter Bethlenfalvy, Minister of Finance (peter.bethlenfalvy@pc.ola.org)
Brian Saunderson, MPP for Simcoe-Grey (Brian.Saunderson@pc.ola.org)
The Association of the Municipalities of Ontario (AMO) (amo@amo.on.ca)
The Rural Ontario Municipal Association (ROMA) (roma@roma.on.ca)
The Ontario Provincial Police (opp.media@opp.ca)
All Ontario Police Service Boards
All Ontario Municipalities

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PORT COLBORNE

Subject: **Community Health and Wellness Action Plan - Public Engagement Results**

To: **Council**

From: **Office of the Chief Administrative Officer**

Report Number: 2026-115

Meeting Date: August 11, 2026

Recommendation:

That Office of the Chief Administrative Officer Report 2026-115 be received; and

That Council receive the Community Health and Wellness Action Plan Engagement Results attached as Appendix A; and

That Council approve the revised Community Health and Wellness Action Plan, attached as Appendix B.

Purpose:

This report presents the results of public engagement on the draft Community Health and Wellness Action Plan and provides a comprehensive summary of the activities undertaken, participation achieved, key findings and feedback received. It also demonstrates how community input was considered and incorporated to strengthen and refine the Action Plan before being presented to Council.

The Community Health and Wellness Action Plan (Action Plan) is intended to be a living document, much like a strategic plan, with a vision for healthcare in the community: Connected Care, Close to Home, for Every Stage of Life. In response to the feedback received, staff refined the Action Plan and will now develop implementation strategies to advance its priorities and bring this vision to life.

The report also outlines how staff will keep Council and the community informed of implementation progress and bring forward opportunities for strategic healthcare investment through a business case framework. These opportunities, including the proposed Community Health Hub presented in CAO Report 2026-116, will be guided by the Action Plan’s vision, guiding principles and areas of focus.

Background:

Over the past two decades, healthcare delivery in Port Colborne has changed significantly. Hospital governance was centralized under the Niagara Health System in the early 2000s, and in 2010, the Port Colborne hospital transitioned from a full-service hospital to a Complex Care and 24-hour Urgent Care Centre. Urgent Care Centre hours were reduced in 2023, and Niagara Health plans to transfer all remaining hospital-based services to the Welland and South Niagara hospitals and vacate the Port Colborne site by 2028. The site is currently still owned and operated by Niagara Health.

A full summary of the history of healthcare in Port Colborne is included in CAO 2026-40, presented to Council in March 2026.

In response to these changes and closures, Port Colborne City Council took action, including:

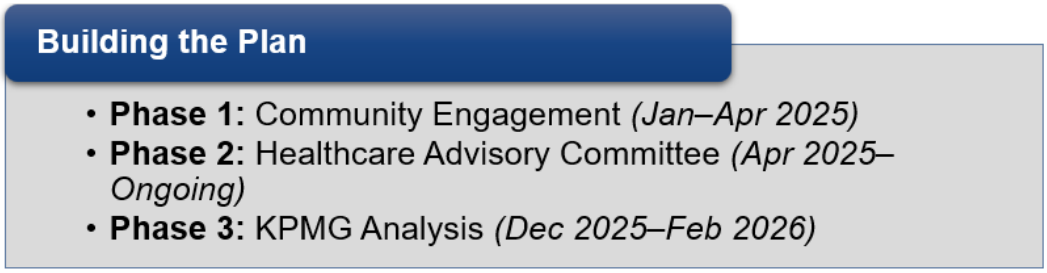
- In December 2024, hearing from the community and responding to Niagara Health's request for local share contribution to the new South Niagara Hospital (refer to report CAO 2024-255, Port Colborne Hospital Update).
- Conducting comprehensive community engagement from January to April 2025 on the future of healthcare in Port Colborne (refer to report CAO 2025-148 Future of Healthcare in Port Colborne: Complete Public Engagement Results).
- In March 2025, forming the Healthcare Advisory Committee to guide future healthcare planning and the development of a local strategy. An update on the Committee's work was presented in CAO 2025-179 Healthcare Update, August 2025.
- Working with KPMG to develop an independent health services analysis as reported to Council in March 2026 CAO-2026-40 Healthcare Analysis Report.
- Conducting research, gathering data, and developing a healthcare data dashboard with Esri Canada (see Appendix D for presentation).
- At its April 28, 2026, meeting, Council received Report CAO 2026-65, Community Health and Wellness Action Plan, endorsed the draft Action Plan, and directed staff to undertake the fourth phase of community engagement activities to gather feedback from residents on the proposed Action Plan.

Discussion:

The following section summarizes the four phases of engagement undertaken since launching engagement on healthcare in January 2025 and reflects how community input has shaped the development of the Action Plan. Each phase built upon the findings of

the previous one, allowing the City to deepen its understanding of local healthcare needs, validate emerging priorities and refine the Action Plan to reflect the experiences and expectations of the community.

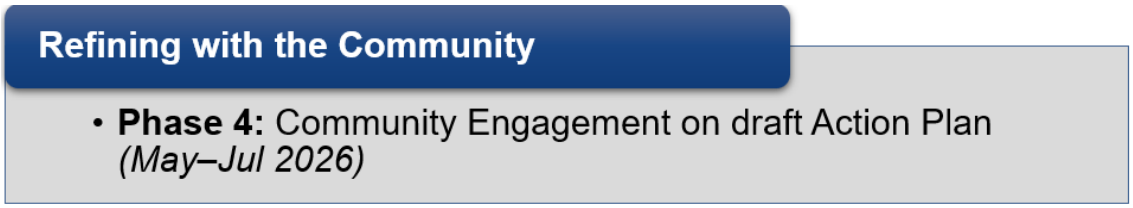
Building the Plan



Collectively, the City's engagement has involved thousands of residents, dozens of healthcare partners and subject matter experts, and extensive technical research, making this one of the most comprehensive community engagement initiatives ever undertaken by the City on a single issue.

The engagement process has included city-wide surveys, in-person open houses, town halls, virtual town halls, focus groups, partner interviews and ongoing collaboration with committees of council, the citizen-led Healthcare Advisory Committee, the Port Colborne Health Coalition and other local community groups and agencies.

Refining the Action Plan with the Community



After the draft Action Plan was presented to Council in April, the fourth phase of community engagement took place between May 5 and July 2, 2026. Residents and partners were invited to review the draft Action Plan and provide feedback through a variety of engagement opportunities.

Summary of Engagement Methodology and Impact

Community Survey

- 513 people completed the survey (360 online and 153 paper)
- 16 min average completion time
- 64% estimated completion rate of online survey (Note long surveys typically have a completion rate of 40-42%)
- 356 open field comments
- Distributed through the City's website, social media, partner organizations, and printed copies at 11 different municipal facilities and community locations

- City staff attended the Farmer's Market every Friday to share the survey and leave post cards invitations on vehicles
- Members of the Port Colborne Health Coalition supported and actively shared the survey at the market, various community events and their meetings.

In-Person Open Houses

- 44 people attended
- Residents had the opportunity to review display boards, speak directly with staff, ask questions, and provide written feedback.
- Staff provided on-site demonstrations of the healthcare data dashboard developed in partnership with Esri Canada. The dashboard combines mapping technology and healthcare data to tell a visual story of the current state of healthcare in Port Colborne and demonstrates how the City is using data as an engagement and decision-making tool.

Virtual Information Session

- 12 people watched the presentation to Council from April 28, 2026 that was added to City website providing a live overview of the draft Action Plan and questions from Council.

Focus Group Presentations

- 120 people attended
- Facilitated discussions and Q&A with the Niagara Southcoast PROBUS Club, Community Living-People Helping People, and Friends of 55 Recreation Centre
- Met with the Social Determinants of Health and Seniors Advisory Committees

Partner Outreach

- Draft Action Plan and survey was shared with local healthcare providers including Port Cares, the YMCA, local churches, the Port Colborne Wainfleet Chamber of Commerce, the Town of Wainfleet, Northland Pointe, Community Living, Bridges Community Heath Centre, Centre de Sante Communaute-Hamilton Welland and Friends of 55 Community Centre, and more for comment.
- Feedback was received through meetings, email submissions, and direct conversations.

Public Communications

- 458 views of the two healthcare webpages between May and July.
- Social media posts, a media release, digital advertising and printed promotional materials/signage in strategic locations across the City encouraged participation and increased awareness.
- Post card invitation to the open houses with a QR code linking to survey was mailed to every household in Port Colborne through the Canada Post service.
- Live on-air radio interviews with the 610 AM CKTB Round Table
- Paid radio advertisements on Giant FM

Collectively, these engagement activities were designed to maximize accessibility, encourage broad community participation, and ensure feedback was gathered using a variety of engagement methods.

Priority Populations

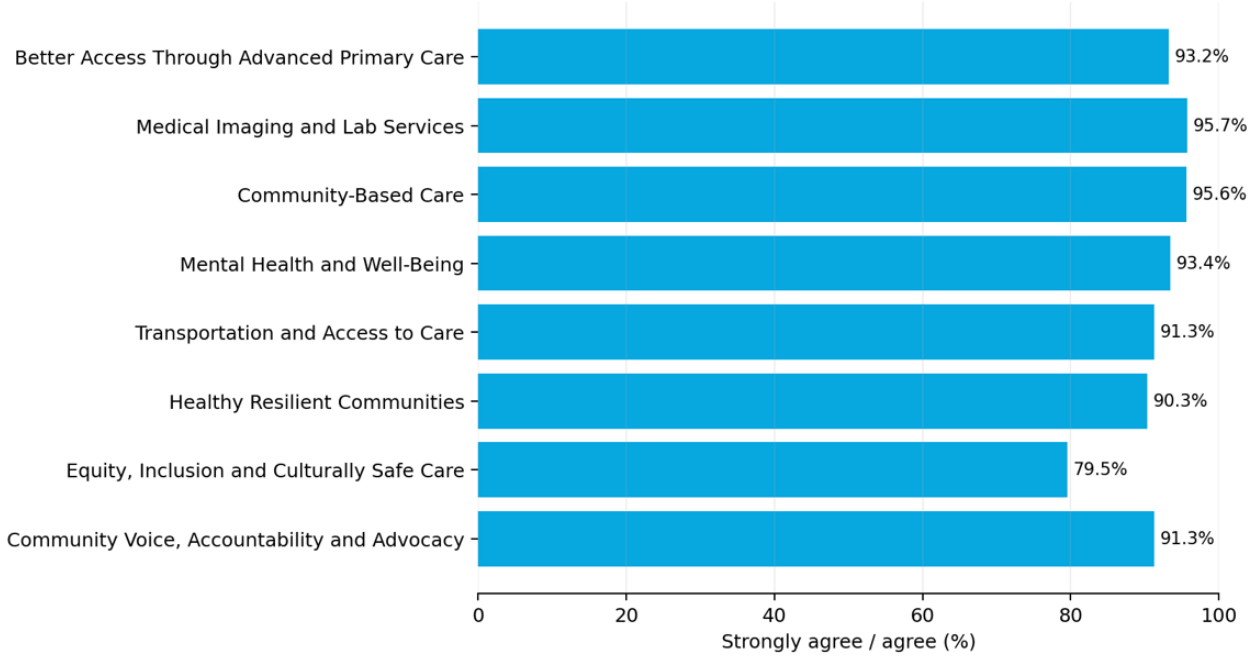
The City of Port Colborne is committed to inclusive, meaningful and accessible public participation. Staff have proactively sought to include priority populations throughout each phase of engagement, however, effective engagement with individuals who may experience barriers requires additional time, resources and tailored approaches. Further work will be undertaken with organizations such as the Centre de santé Communautaire Hamilton/Niagara and De dwa da dehs nye>s Aboriginal Health Centre to co-design culturally appropriate and accessible engagement opportunities.

This partnership-based approach reflects best practice and will help ensure the experiences and perspectives of priority populations meaningfully inform both the development of the business case and the implementation of the Action Plan.

Summary of Engagement Results and Themes

The community survey demonstrated strong community support for both the draft Community Health and Wellness Action Plan and the City's continued role in advancing local healthcare priorities.

Quantitative Findings by Areas of Focus:



Quick Stats

Measure	Result
Total survey records	513 (360 Online, 153 on paper)
Full-time Port Colborne residents	452 of 513 responses
Open-ended comments reviewed	356
In support of the Guiding Principles	93.5%
Average Support for the Areas of Focus	91.3%
Very/somewhat confident in the City's ability to implement	60.9%

Support was strongest for Medical Imaging and Lab Services (95.7% strongly agree/agree), Community-Based Care (95.6%), Mental Health and Well-Being (93.4%), and Better Access Through Advanced Primary Care (93.2%).

When respondents were asked to rank priorities, Better Access Through Advanced Primary Care emerged as the clear top priority, with an average ranking of 1.89 and 60.2% of ranking respondents placing it first.

A key message from the survey is that residents support the broad direction of the Action Plan, but many want clarity on implementation, what will happen first, who is responsible, how progress will be measured, and how the City will continue to advocate for local access to care.

While the survey was designed around the draft Action Plan's eight Areas of Focus, many residents used the open-ended questions to restate concerns about the planned UCC closure and the need for 24/7 local access to urgent or emergency care. The most frequent qualitative theme was the future of urgent care, emergency care and hospital-based access.

The second most frequent theme was implementation and accountability, indicating that residents want the final Action Plan to be action-oriented, measurable and transparent.

While residents acknowledged the significant healthcare challenges facing Port Colborne, they also expressed optimism that the Action Plan provides a practical, evidence-informed roadmap for addressing local priorities.

Open-ended comments reinforced the quantitative results while adding urgency around after-hours care, the future of access to urgent care, access to local doctors and/or walk-in options, transportation barriers, seniors' needs, implementation accountability and the need for practical, measurable next steps.

Theme identified in open-ended comments	Mentions	Share of open-ended comments
Urgent Care / ER / hospital	118	33.6%
Implementation / accountability / feasibility	78	22.2%
Affordability / housing / food / prevention	44	12.5%
Primary care / doctors / walk-in / after-hours	41	11.7%
Seniors / home and community care	27	7.7%
Transportation / EMS / physical access	25	7.1%
Medical imaging / labs / diagnostics	21	6.0%
Mental health / addictions / homelessness	19	5.4%
Equity / communication / navigation	11	3.1%

Considerations for Action Plan and Implementation

Based on the results of the engagement, staff have made minor revisions to language used in the Action Plan to provide further clarity or emphasis on health and wellness priorities and will consider the following themes and actions while developing the high-level work plan and moving into the implementation phase. (See Appendix A for full engagement results and representative comments)

Findings Organized by Area of Focus	Feedback Sample	Considerations for final Action Plan and Implementation
Better Access Through Advanced Primary Care	"I'd like a plan to bring walk in clinics to Port." "Publicly funded care." "Get more doctors so we can have less wait times and be able to get into see them sooner." "We need a hospital." "24/7 Care"	• Retain advanced primary care as the Plan's highest priority with clear commitments to expanding access to family physician or nurse practitioners, with options for walk-in and/or after-hours services, and urgent non-emergency care. • Continue advocating for publicly funded, locally accessible services that address the anticipated impacts of the UCC closure and can reduce avoidable emergency department visits.

Medical Imaging and Lab Services	"Wait times at labs and for imaging need to be reduced. Parking and drop off spots also need to be considered." "Port Colborne urgent care must remain open with longer hours of operation! Otherwise, we have no lab, x-ray or ultrasound." "24/7 Urgent Care with lab, blood testing, x-ray is a bare minimum."	• Retain medical imaging and laboratory services as a leading priority with clear commitments to maintaining and expanding timely, locally accessible diagnostic services. • Position diagnostics as essential infrastructure supporting primary, urgent and community-based care, particularly as the City prepares for the UCC closure and population growth.
Community-Based Care	"Is there hospice care for terminal illness? If not, we need to attract investment to build a facility for end-of-life care." "Incentives to attract more nurses, community personnel, health care people in home care drivers for doctor visits etc. more public awareness what is being done."	• Strengthen partnerships that expand access to home and community care, chronic disease management, rehabilitation, caregiver supports, and hospice, palliative and transitional care. • Leverage existing local assets and explore the City's role in supporting healthcare and social service workforce attraction and retention, particularly in response to the needs of a rapidly aging population.
Mental Health and Well-Being	"Free mental health support, personal therapy, group therapy in-person." "Accessible mental health care, including addiction treatment services, are sadly lacking in the community as indicated by incidents ongoing of theft, trespassing and vagrancy." "Greater focus on Women's health issues, preventative screening, reproductive health and mental health."	• Retain mental health and well-being as a priority with commitments to timely, affordable and locally accessible mental health and addictions services across the lifespan. • Coordinate advocacy and partnerships with broader efforts addressing housing, homelessness, income insecurity, social isolation, prevention, and community safety and well-being. Include local access to Women's Health as a priority.
Transportation and Access to Care	"I am a senior. Transportation for medical procedures is difficult as you can't take a taxi home and I have no family." "Need more shelters or low-income housing, reinstate the city bus for easier travel."	• Develop partnership actions aimed at improving affordable, reliable and accessible transportation to healthcare services within and outside Port Colborne. Planning and Development Report 2026-87) • Prioritize practical solutions for seniors, rural residents, people with disabilities, low-

		income households, and residents without access to a vehicle or family support, while continuing to advocate for adequate EMS and paramedic capacity.
Healthy Resilient Communities	“Prevention is the best health and financial plan.” “Physical health is deeply tied to mental well-being. Knowing that medical help is far away has created chronic anxiety and fear among senior center members, diminishing their quality of life.”	• Focus on prevention and community wellness by prioritizing the municipal levers that most directly influence health, including housing, recreation, food security, the built environment and social connection. • Clearly define within public communications and reporting where the City will lead, partner or advocate to support healthier and more resilient communities.
Equity, Inclusion and Culturally Safe Care	“Accessibility should be more of a focus as inclusion is no longer a standard.” “Don’t forget about people with disabilities who are the most impacted.” “This plan is missing specific commitments to the truth and reconciliation 94 calls to action. It is disingenuous to include land, acknowledgments, and reference indigenous challenges with healthcare without doing so. There was almost no reference to the health of the land and the waters which impact our health. There was no reference to cleaning up the land contaminated by Inco. There was only veiled reference the impact that income has on the social determinant of health and how a healthy community requires the city to work on guaranteed basic income.”	• Use plain language in public messaging and include examples in the Action Plan to demonstrate that equity means removing real barriers for seniors, people with disabilities, low-income residents, caregivers and other distinct priority populations who reside in Port Colborne such an Indigenous and Francophone communities. • Co-design an inclusive engagement approach with Indigenous partners and agencies to ensure the experiences and perspectives of Indigenous communities meaningfully inform both the development of the business case and the implementation of the Action Plan. • Co-design an inclusive engagement approach with Francophone partners and agencies to ensure the experiences and perspectives of Francophone communities meaningfully inform both the development of the business case and the implementation of the Action Plan.

Community Voice, Accountability and Advocacy	“Follow through with your plan.” “Information about current services and new services should be made available every place possible.” “I think this action plan sounds great. It covers all the problems we face in Port. We only have urgent care and that is not fitting for the growing of people in Port. Change is vital.”	• Develop a high-level work plan that defines responsibilities, timelines, performance measures and reporting to community and Council. • Provide ongoing opportunities for community input, visual data and project dashboards with regular advocacy updates so residents can track progress, understand the challenges and opportunities as well as the results.

Implementation, Measuring Progress and Keeping the Action Plan Current



The Action Plan is intended to be a living document that evolves alongside the community and the healthcare system. Staff will continue working with the Healthcare Advisory Committee, healthcare partners, Indigenous representatives, community organizations, and residents to evaluate progress, identify emerging needs, and recommend updates to Council as new opportunities and challenges arise.

The Action Plan establishes a long-term commitment to evidence-informed decision-making. Through a partnership with Esri Canada and the development of a local healthcare dashboard, the City will monitor community health indicators, demographic trends, service utilization, and other key data to inform priorities, support advocacy, and measure progress over time. This data-driven approach will help ensure decisions remain transparent, responsive, and grounded in current evidence and best practices.

Following the completion of a high-level implementation work plan this fall, staff will provide periodic updates to Council, with additional reports or business cases brought forward by the Healthcare Advisory Committee as they are developed.

All engagement-related documentation, including open field comments will be shared on the City website for full transparency. This reporting framework will ensure Council and the community remains informed of implementation progress while allowing the Action Plan to adapt to changing community needs and the evolving healthcare landscape.

Internal Consultations:

The Community Health and Wellness Action Plan and overall engagement approach was developed through collaboration with the Healthcare Advisory Committee and internal departments across the Corporation, including the Mayor's Office and the Office of the CAO, Communications, Legislative Services, Economic Development, Development and Government Relations, Building and Planning, Finance, Information Technology, Recreation and Tourism, Asset Management as well as sub-committees of Council (Seniors Advisory Committee and Social Determinants of Health Committee.)

The Community Health and Wellness Action Plan was supported by the Healthcare Advisory Committee at the July 13, 2026, committee meeting.

Financial Implications:

Implementation of many actions identified within the Community Health and Wellness Action Plan can occur through existing budgets, staff resources, partnerships, and external grant funding. Where future initiatives require additional funding or budget approval, separate business cases will be brought forward to Council for consideration.

Public Engagement:

A comprehensive summary of the Phase Four engagement findings, including survey results, thematic analysis, and representative community feedback, is provided in Appendix A – Community Health and Wellness Action Plan Engagement Results.

Strategic Plan Alignment:

Healthcare has been the number one community issue for many years. The Community Health and Wellness Action Plan supports the following pillars of the strategic plan:

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

Conclusion:

Community engagement confirmed strong support for the overall direction of the draft Community Health & Wellness Action Plan while providing valuable feedback to strengthen implementation.

Following Council approval, staff will develop a high-level implementation work plan, business cases where appropriate and continue to work with the Healthcare Advisory Committee as the Action Plan is put into motion. The Committee will continue to engage partners and the community, and will provide Council with periodic progress updates, ensuring the Action Plan continues to evolve alongside the community's healthcare needs.

The engagement process has provided Council with a strong, community-informed foundation for the next phase of this work. As the City moves from planning to implementation, the Community Health & Wellness Action Plan will continue to guide advocacy, partnerships, and strategic decision-making to improve healthcare access and well-being for Port Colborne residents.

Appendices:

a. Community Health and Wellness Action Plan - Public Engagement Results
b. Community Health and Wellness Action Plan – Final
c. Community Health and Wellness Action Plan – Council Review Copy
d. Healthcare in Port Colborne: From Community Priorities to Action Presentation

Respectfully submitted,

Geneviève-Renée Bisson
Senior Health Advisor
Genevieve-renee.bisson@portcolborne.ca

Report Approval:

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

PORT COLBORNE

Community Health & Wellness Action Plan

Public Engagement Results

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Introduction

On May 5, 2026, the City of Port Colborne launched a comprehensive engagement campaign to gather public feedback on the draft Community Health and Wellness Action Plan, including its vision, *Connected Care, Close to Home, for Every Stage of Life*, its Guiding Principles and eight Areas of Focus. This document summarizes engagement activities conducted from May 5 to July 2, 2026.

Public Engagement Activities

- Online survey
- Paper survey
- In-person open houses / drop-in sessions
- Online information session
- Focus group Presentations/Interviews
- Meetings with various committees of council
- Information and surveys at Port Colborne Farmers' Market
- Partner outreach with healthcare and social services agencies, local churches, long-term care, YMCA, and South Niagara Chamber of Commerce.

Communications and Promotional Activities

- Information posted on the following City web pages:
  - The Future of Healthcare in Port Colborne
  - Healthcare Advisory Committee
- Social media content and promotion through City channels
- Email blast through the Port Colborne Wainfleet Chamber of Commerce
- Paid digital and radio advertising
- Radio interviews on the CKTB Round Table Road Trip on May 5
- Postcards featuring a survey QR code delivered to every Port Colborne household
- Printed posters and signage featuring the survey QR code distributed to community locations and local interest groups

Engagement Campaign Overview

This phase of healthcare engagement invited residents and partners to review the draft Action Plan and comment on whether the five Guiding Principles and proposed actions under each Area of Focus reflected community needs. Participants were also asked to rank the eight Areas of Focus and identify anything missing from the draft Action Plan.

Feedback was collected through a mix of broad public opportunities and targeted discussions. The online and paper survey provided the quantitative results summarized in this report, while open houses, focus groups, interviews, committee meetings and Farmers' Market outreach provided additional opportunities to ask questions, share lived experience and discuss implementation.

High-level engagement objectives:

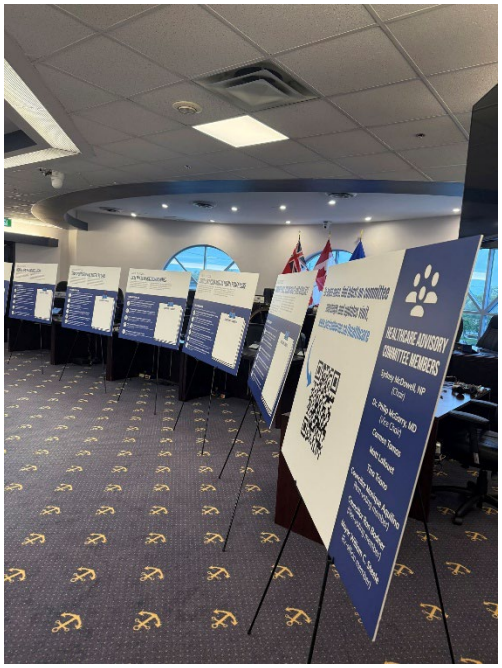
- **Inform the community**: Ensure the community has clear, transparent, and accessible information on healthcare.
- **Gather feedback**: Provide residents with a wide range of in-person and virtual channels so they can freely share their feedback.
- **Promote inclusion:** Actively involve diverse community voices to facilitate conversations and representation.
- **Identify concerns and opportunities:** Review feedback to highlight areas of alignment and identify potential improvements.
- **Ensure transparency**: Provide the community with access to the feedback collected to help inform Council's decision-making.

In-Person Open Houses

Overview

Four in-person open houses were held at City Hall in Council Chambers and at the Vale Health & Wellness Centre in the Golden Puck Room. The sessions were held on:

- Wednesday, May 20, from 2 to 6 p.m. at City Hall
- Thursday, May 21, from 3 to 7 p.m. at the Vale Health & Wellness Centre
- Wednesday, June 24, from 2 to 6 p.m. at City Hall
- Thursday, June 25, from 3 to 7 p.m. at Vale Health & Wellness Centre
- A total of 44 people attended an open house
- There were 458 views of the healthcare web pages between May 5 and July 2 and 12 views of the virtual presentation.



A variety of information boards with key sections of the Action Plan were displayed around the room. Attendees asked questions, spoke with councillors and staff, and provided feedback by leaving sticky notes directly on an Area of Focus or one of the two open-ended questions (See page 17). Staff engaged attendees through live demonstrations of a healthcare data dashboard developed in partnership with Esri Canada. By combining mapping technology with local healthcare data, the dashboard provided a clear visual picture of healthcare in Port Colborne and illustrated how the City is using evidence to support public engagement, planning and decision-making.

Focus Group Presentations

Overview

Staff conducted targeted outreach to local organizations and community partners, offering on-site focus group presentations to make participation more accessible and gather feedback directly from residents and service users. These facilitated sessions provided an opportunity to present the draft Action Plan, respond to questions and hear firsthand perspectives on local healthcare needs, barriers and priorities. Attendees filled out the survey.

- Niagara Southcoast Probus Club
- Community Living-People Helping People
- Friends of 55 Recreation Centre
- A total of 120 people attended the focus group sessions

Healthcare Advisory Committee and Committees of Council

Overview

The citizen-led Healthcare Advisory Committee played a central role in the development of the draft Community Health and Wellness Action Plan. Since its establishment in 2025, the Committee has provided ongoing advice, reviewed research and community feedback, heard presentations from healthcare providers and subject matter experts, toured facilities and helped identify priorities and opportunities to improve local healthcare access. The Committee also served as an important connection between residents, healthcare partners, staff and Council throughout the development of the Action Plan.

Staff met with several Committees of Council over the past year to provide regular updates on the work of the Healthcare Advisory Committee and the development of the draft Action Plan. These discussions helped ensure that the Action Plan was informed by the distinct perspectives and lived experiences represented at each table.

During the fourth phase of engagement, staff presented the draft Action Plan to the Senior Advisory Committee and the Social Determinants of Health Advisory Committee, answered questions and invited members to provide additional feedback through completion of the survey.

Priority Populations

Overview

The City of Port Colborne is committed to inclusive, meaningful and accessible public participation. Staff have proactively sought to include priority populations throughout each phase of engagement; however, effective engagement with individuals who may experience barriers requires additional time, resources and tailored approaches. Further work will be undertaken with organizations such as the Centre de santé communautaire Hamilton/Niagara and De dwa da dehs nye>s Aboriginal Health Centre to co-design culturally appropriate and accessible engagement opportunities.

This partnership-based approach reflects best practice and will help ensure the experiences and perspectives of priority populations meaningfully inform both the development of the business case and the implementation of the Action Plan.

Survey

Overview

The survey was available online and in paper format from May 5 to July 2, 2026. Paper copies were distributed at key locations around the City. The survey asked respondents about their connection to Port Colborne and their experiences accessing and navigating the healthcare system. It also sought feedback on the five Guiding Principles, each of the eight Areas of Focus, the relative priority of proposed actions, and respondents' overall level of confidence that the draft Action Plan reflects the community's healthcare needs and priorities.

- City Hall (51)
- Port Colborne Public Library (12)
- Vale Health & Wellness Centre (3)
- Bridges Community Health Centre (9)
- Boggio's Pharmacy and Medical Building (7)
- Port Cares (11)
- Friends of 55 Seniors Community Centre (16)
- Chiropractic Associates of Port Colborne (26)
- Port Colborne Legion Branch 56 (14)
- The Guild Hall (4)
- **513 total surveys were completed (360 online and 153 on paper)**

How to Read the Results

- Response totals vary by question because not every respondent answered every question.
- Percentages for the eight Areas of Focus are based on respondents who answered the applicable question.
- Priority rankings use a lower average score to indicate a higher priority.
- Qualitative themes are not mutually exclusive. One comment may be counted under more than one theme.

Quick Facts

Measure	Result
Total survey records	513 (360 online, 153 on paper)
Average time to completion	16 minutes
Full-time Port Colborne residents	454 of 506 (89.7%)
Respondents who ranked all eight focus areas	407
Open-ended comments reviewed	356
Very or somewhat confident in the Action Plan	263 of 432 (60.9%)

Respondent Snapshot

The survey primarily reflected the views of full-time Port Colborne residents. Of the 506 people who answered the connection question, 454 (89.7%) identified as full-time residents. Most respondents said they primarily accessed healthcare for themselves, while about one-third accessed care both for themselves and for someone they support.

Connection to Port Colborne	Responses	Share
Full-time resident	454	89.7%
Seasonal resident	3	0.6%
Business owner	2	0.4%
Works in Port Colborne	6	1.2%
Other meaningful ties	19	3.8%
Lives elsewhere in Niagara	19	3.8%
Prefer not to say or other	3	0.6%

Overall Survey Observations

- The five Guiding Principles received strong support: 93.5% of respondents strongly agreed or agreed that they reflected their needs and the needs of the community.
- Every Area of Focus received majority support. Agreement ranged from 79.5% to 95.7%.
- Medical Imaging and Lab Services received the highest level of agreement at 95.7%, closely followed by Community-Based Care at 95.6%.
- Better Access Through Advanced Primary Care was the clear first priority when respondents ranked the eight Areas of Focus, with 60.2% of ranking respondents placing it first.
- Approximately six in 10 respondents, or 60.9%, were very or somewhat confident that the Action Plan would improve health and wellness in Port Colborne.
- Open-ended comments showed continued concern about the future of urgent and emergency care, as well as a strong desire for clear implementation, measurable progress and accountability.

Guiding Principles

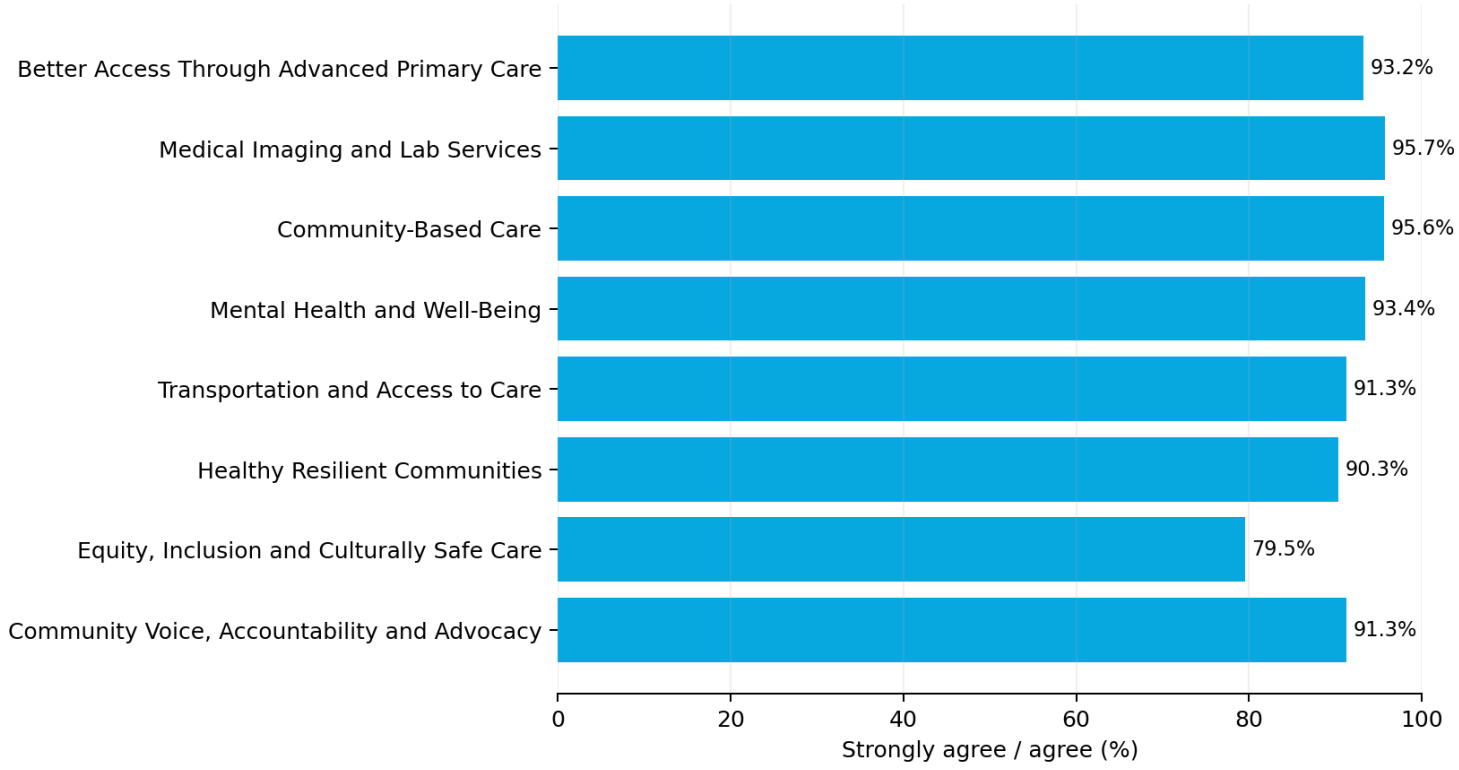
Respondents were asked whether the five Guiding Principles: Quality Care We Can Trust, Care When We Need It, People at the Centre, Fair Access for All and A System That Lasts, reflected their needs and the needs of the community.

Response	Number	Share
Strongly agree	384	78.2%
Agree	75	15.3%
Neither agree nor disagree	17	3.5%
Disagree	8	1.6%
Strongly disagree	7	1.4%

Overall, 93.5% of respondents strongly agreed or agreed with the Guiding Principles, indicating that the values underpinning the draft Action Plan broadly reflected community expectations.

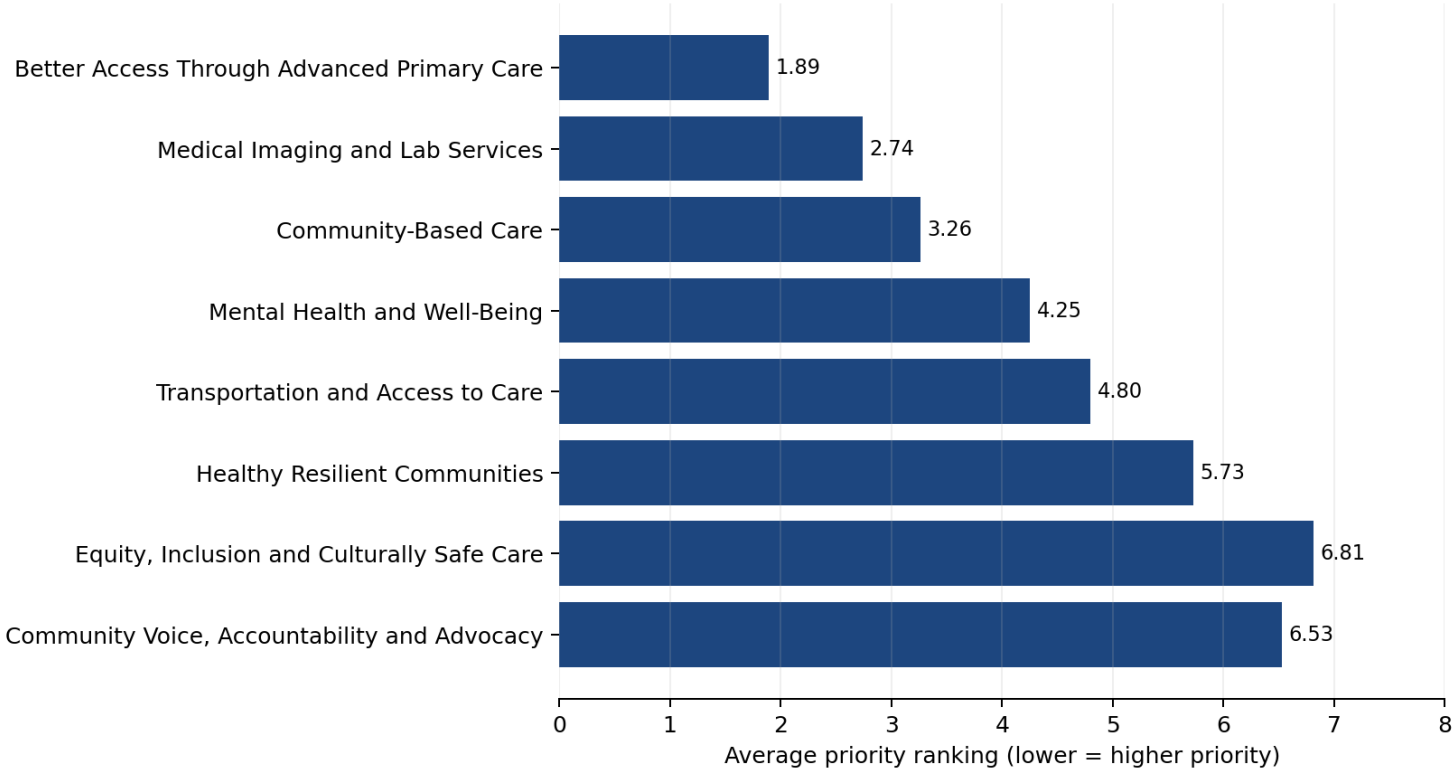
Quantitative Findings by Area of Focus

All eight Areas of Focus received majority support. The results below combine “strongly agree” and “agree” responses. Neutral and opposing results are also shown to provide a complete picture.



Community Priorities

When respondents ranked the eight Areas of Focus from top to least priority, Better Access Through Advanced Primary Care emerged as the clear top priority. Medical Imaging and Lab Services ranked second, followed by Community-Based Care. The result indicates that residents see primary care, diagnostics and community-based services as the most immediate building blocks for improving local access by 2028. **Priority rankings use a lower average score to indicate a higher priority.**

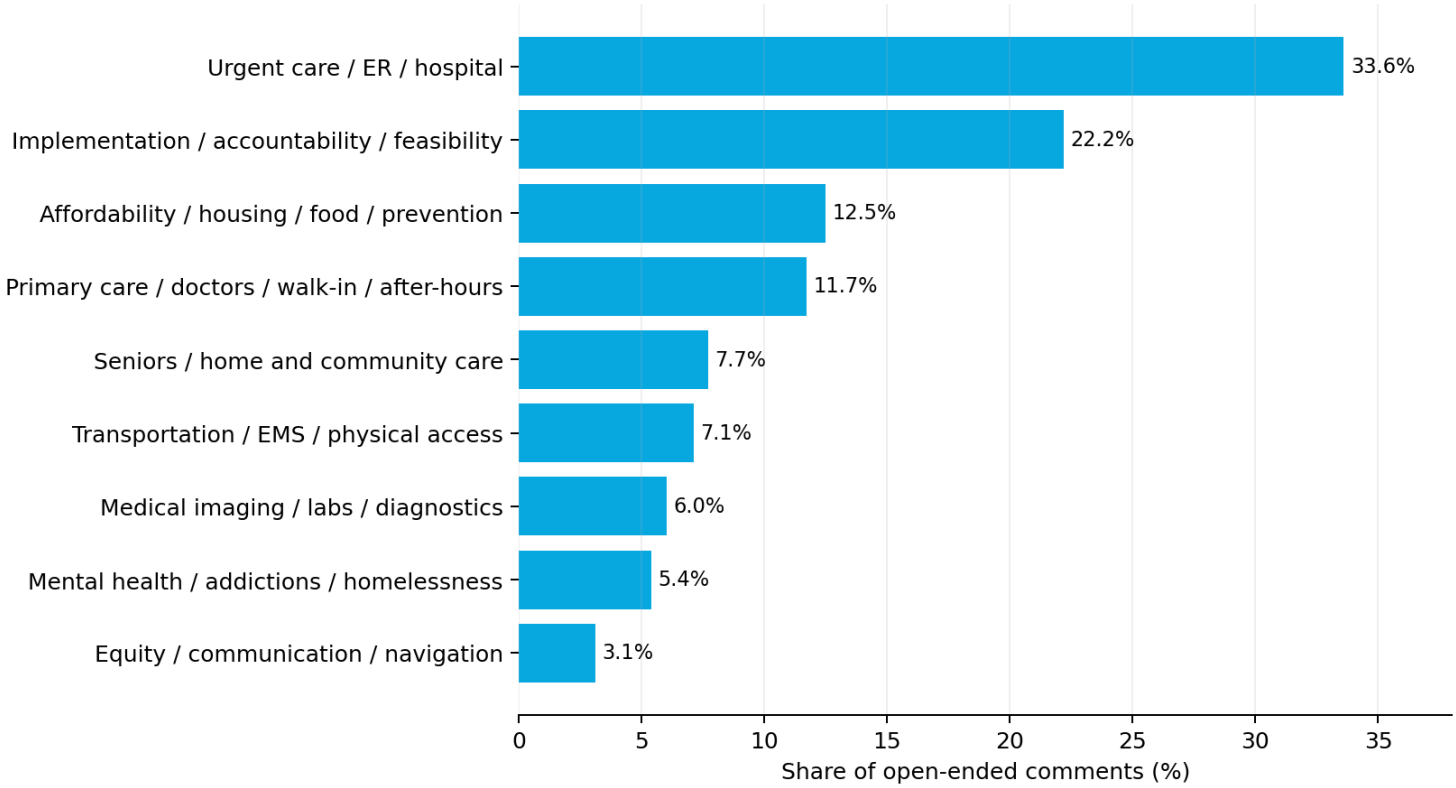


Better Access Through Advanced Primary Care was placed first by 244 respondents (60.0%). Medical Imaging and Lab Services was placed first by 54 respondents (13.3%), and Community-Based Care was placed first by 51 respondents (12.5%).

Cross-Cutting Qualitative Themes

The qualitative review considered 356 open-ended comments. The most frequent theme was the future of urgent care, emergency care and hospital-based access. Although the survey focused on the draft Action Plan, many residents used the comment questions to restate concerns about the planned urgent care centre (UCC) closure and the need for reliable local after-hours, urgent and emergency access.

The second most frequent theme was implementation and accountability. Residents are interested in knowing more about next steps, responsible partners, timelines, measures and mechanisms for public reporting.



Theme	Mentions	Share of comments
Urgent care / ER / hospital	118	33.6%
Implementation / accountability / feasibility	78	22.2%
Affordability / housing / food / prevention	44	12.5%
Primary care / doctors / walk-in / after-hours	41	11.7%
Seniors / home and community care	27	7.7%
Transportation / EMS / physical access	25	7.1%
Medical imaging / labs / diagnostics	21	6.0%
Mental health / addictions / homelessness	19	5.4%
Equity / communication / navigation	11	3.1%

Theme counts are not mutually exclusive. A single comment may have raised several issues and may therefore be counted under more than one theme.

*Artificial intelligence tools, including Microsoft Copilot, were used to assist with thematic analysis of responses to the two open-ended questions (questions 14 and 15).

Findings Organized by the Eight Areas of Focus

Better Access Through Advanced Primary Care

93.2% support | Priority rank: #1

Residents continued to identify family doctors, nurse practitioners, walk-in access, after-hours options and urgent non-emergency treatment as core needs. Several comments connected primary care access directly to the planned UCC closure and the need to reduce unnecessary emergency department use.

Representative comments:

“I’d like a plan to bring walk in clinics to Port.”

“Publicly funded care.”

“Get more doctors so we can have less wait times and be able to get into see them sooner.”

“We need a hospital.”

“24/7 Care”

Considerations for Action Plan Implementation: Retain advanced primary care as the Plan’s highest priority with clear commitments to expanding access to family physician or nurse practitioners, with options for walk-in and/or after-hours services, and urgent non-emergency care. Continue advocating for publicly funded, locally accessible services that address the anticipated impacts of the UCC closure and can reduce avoidable emergency department visits.

Medical Imaging and Lab Services

95.7% support | Priority rank: #2

Residents supported local diagnostic access and raised concerns about travelling outside Port Colborne for testing, imaging and follow-up care. Diagnostics were frequently described as part of a complete local health system rather than an optional service.

Representative comments:

“Medical imaging in each city. MRI + CT scans.”

“Wait times at labs and for imaging need to be reduced. Parking and drop off spots also need to be considered.”

“Port Colborne urgent care must remain open with longer hours of operation! Otherwise, we have no lab, x-ray or ultrasound.”

“24/7 Urgent Care with lab, blood testing, x-ray is a bare minimum.”

Considerations for Action Plan Implementation: Retain medical imaging and laboratory services as a leading priority with clear commitments to maintaining and expanding timely, locally accessible diagnostic services. Position diagnostics as essential infrastructure supporting primary, urgent and community-based care, particularly as the City prepares for the UCC closure and population growth.

Community-Based Care

95.6% support | Priority rank: #3

Respondents supported services that help residents manage health needs closer to home, including chronic disease support, rehabilitation, caregiver supports, long-term and transitional care, and partnerships with local organizations.

Representative comments:

“Develop partnerships with organizations that offer exercise and social support for individuals and families living with chronic conditions.”

“Is there hospice care for terminal illness? If not, we need to attract investment to build a facility for end-of-life care.”

“Incentives to attract more nurses, community personnel, health care people in home care drivers for doctor visits etc. more public awareness what is being done.”

“Pay healthcare workers better wages and improve their work life balance. Build more seniors housing if by 2050 there will be a 102% increase in seniors.”

Considerations for Action Plan Implementation: Strengthen partnerships that expand access to home and community care, chronic disease management, rehabilitation, caregiver supports, and hospice, palliative and transitional care. Leverage existing local assets and explore the City’s role in supporting healthcare and social service workforce attraction and retention, particularly in response to the needs of a rapidly aging population.

Mental Health and Well-Being

93.4% support | Priority rank: #4

Mental health, addictions, homelessness and social instability appeared as connected concerns. Residents described these as both health issues and broader community safety and well-being issues. Limited local access to women’s health services and youth programming was also highlighted.

Representative comments:

“Free mental health support, personal therapy, group therapy in-person.”

“Accessible mental health care, including addiction treatment services, are sadly lacking in the community as indicated by incidents ongoing of theft, trespassing and vagrancy.”

“Greater focus on Women's health issues, preventative screening, reproductive health and mental health.”

“Teen hub, mental health groups, activities or a Pathstones Mental Health clinic. More access for childcare within fitness areas for post-partum moms looking for better health (i.e. baby aqua-fit classes, yoga with baby or support groups for moms & fitness.)”

Considerations for Action Plan Implementation: Retain mental health and well-being as a priority with commitments to timely, affordable and locally accessible mental health and addictions services across the lifespan. Coordinate advocacy and partnerships with broader efforts addressing housing, homelessness, income insecurity, social isolation, prevention, and community safety and well-being. Include improved local access to women's health services as a priority.

Transportation and Access to Care

91.3% support | Priority rank: #5

Comments emphasized barriers faced by seniors, residents without family support or vehicles, people with disabilities and those travelling to Welland or Niagara Falls. EMS and paramedic capacity were also raised.

Representative comments:

"Transportation is a big barrier especially for rural parts of Port Colborne. Expanding public transportation access would be greatly appreciated, especially for those not on OW/ODSP who need to access specialists."

"I am a senior. Transportation for medical procedures is difficult as you can't take a taxi home and I have no family."

"We need a 24/7 E.R. We need affordable housing, not $1,900 for one bedroom. Free transportation for seniors."

"Need more shelters or low-income housing, reinstate the city bus for easier travel."

Considerations for Action Plan Implementation: Develop partnership actions aimed at improving affordable, reliable and accessible transportation to healthcare services within and outside Port Colborne. Prioritize practical solutions for seniors, rural residents, people with disabilities, low-income households and residents without access to a vehicle or family support, while continuing to advocate for adequate EMS and paramedic capacity.

Healthy Resilient Communities

90.3% support | Priority rank: #6

Residents supported prevention and broader wellness. Comments also raised affordability, housing, recreation and food security as conditions that influence health outcomes.

Representative comments:

"Prevention is the best health and financial plan."

"Allied health professionals to include recreation therapists to support community wellness."

"Physical health is deeply tied to mental well-being. Knowing that medical help is far away has created chronic anxiety and fear among senior center members, diminishing their quality of life."

"Free exercise program for Seniors, like Niagara's Healthy, Safe and Strong program. It was available last year, but not now. Why?"

Considerations for Action Plan Implementation: Focus on prevention and community wellness by prioritizing the municipal levers that most directly influence health, including housing, recreation, food security, the built environment and social connection. Clearly define within public communications and reporting where the City will lead, partner or advocate to support healthier and more resilient communities.

Equity, Inclusion and Culturally Safe Care

79.5% support | Priority rank: #8

This area received the lowest relative ranking but still had substantial majority support. Comments linked equity to practical barriers such as disability, age, transportation, language and access to understandable information.

Representative comments:

"Better access to information on what supports are available in a general easy digestible PDF, maybe organized by age or needs."

"Accessibility should be more of a focus as inclusion is no longer a standard."

"Don't forget about people with disabilities who are the most impacted."

"This plan is missing specific commitments to the truth and reconciliation 94 calls to action. It is disingenuous to include land, acknowledgments, and reference indigenous challenges with healthcare without doing so. There was almost no reference to the health of the land and the waters which impact our health. There was no reference to cleaning up the land contaminated by Inco. There was only veiled reference the impact that income has on the social determinant of health and how a healthy community requires the city to work on guaranteed basic income."

Considerations for Action Plan Implementation: Use plain language in public messaging and include examples in the Action Plan to demonstrate that equity means removing real barriers for seniors, people with disabilities, low-income residents, caregivers and other distinct priority populations who reside in Port Colborne such as Indigenous and Francophone communities.

Community Voice, Accountability and Advocacy

91.3% support | Priority rank: #7

Residents expressed strong interest in implementation, timelines, measurable outcomes and continued advocacy. Positive comments recognized the work completed, while critical comments asked how the Action Plan would be delivered.

Representative comments:

"Follow through with your plan."

"Information about current services and new services should be made available every place possible."

"I think this action plan sounds great. It covers all the problems we face in Port. We only have urgent

care and that is not fitting for the growing of people in Port. Change is vital."

"Undertake a Governance structure review of the Niagara Health Board of Directors as a mechanism to bring more accountability and voice to Port Colborne and other Southern Niagara municipalities."

Considerations for Action Plan Implementation: Develop a high-level work plan that identifies responsibilities, timelines, performance measures and reporting requirements. Provide ongoing opportunities for community input and use visual data, project dashboards and regular advocacy updates to help residents track progress, understand challenges and opportunities, and assess results.

*All comments and engagement reports will be publicly available on the Healthcare Advisory Committee webpage.

Feedback in Opposition to the Draft Action Plan

Overview

Although each Area of Focus received strong overall support, a small proportion of respondents indicated that the proposed actions did not reflect their needs. Combined disagreement ranged from approximately one to five per cent across the eight areas, with the highest level of disagreement related to Equity, Inclusion and Culturally Safe Care. In addition, approximately 23 per cent of respondents were not very confident or not at all confident that the Action Plan would improve health and wellness in Port Colborne.

Some respondents described the Action Plan as too broad or aspirational. Some expressed frustration with the City's continued research, surveys and planning, stating that they wanted to see visible implementation and measurable progress.

A further group questioned whether the City should invest municipal resources in healthcare initiatives that fall primarily under provincial responsibility. Concerns included the potential effect on property taxes, the cost of a new facility or health hub and whether municipal funding would reduce pressure on the Province to meet its responsibilities.

Additional concerns included the potential privatization of healthcare, the creation of a two-tiered system and the need to ensure services remain publicly funded and accessible through OHIP.

Comparative Analysis of Open-Ended Feedback from both 2025 and 2026 Healthcare Surveys

Overview

A comparison of open-ended comments from the 2025 healthcare survey and the 2026 Action Plan survey shows strong continuity in the community's core concerns, alongside a noticeable evolution in the type of feedback being provided. As the engagement moved from identifying needs to reviewing a proposed plan, residents increasingly focused on how the City will translate its priorities into measurable action.

Several significant insights emerged:

- Local urgent and after-hours care remains the community's defining concern. Across both surveys, residents consistently called for the Port Colborne Urgent Care Centre to remain open, preferably 24 hours a day. In 2026, some respondents expressed concern that support for the broader Action Plan should not be interpreted as acceptance of the planned closure.

- The conversation has broadened beyond preserving a single facility. While urgent care remains central, residents increasingly described the need for an integrated local system that includes primary care, diagnostic imaging, laboratory services, visiting specialists, mental health supports, rehabilitation and community-based care. References to "one-stop" care suggest growing support for coordinated services located together.

- Transportation continues to intensify concerns about service loss. Residents described the time, cost and difficulty of travelling to Welland, Niagara Falls or St. Catharines, particularly for seniors, people with disabilities, lower-income households, caregivers and residents without access to a vehicle. Comments suggest additional transportation is not viewed as a substitute for local care, but as a necessary support when travel cannot be avoided.

- Support for the Action Plan is stronger than confidence in its implementation. Each of the eight Areas of Focus received substantial overall support. However, only 61 per cent of respondents were very or somewhat confident that the Plan would improve health and wellness. Open-ended comments explain that residents want defined actions, timelines, responsibilities, funding sources, performance measures and regular public reporting.

- Residents want clarity about funding, jurisdiction and public delivery. Some respondents questioned whether municipal property taxes should fund services that fall under provincial responsibility.

The comparison does not indicate a significant change in the community's underlying position. Rather, it shows that residents' expectations have become more specific. The community continues to prioritize timely care close to home but is now asking the City to demonstrate how advocacy, partnerships and planning will produce concrete results before the Urgent Care Centre closes in 2028.

Conclusion

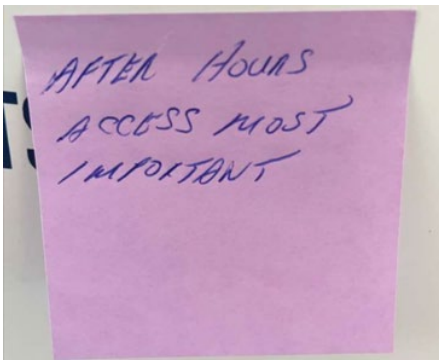
The final phase of engagement confirmed broad community support for the draft Community Health and Wellness Action Plan and its vision for Connected Care, Close to Home, for Every Stage of Life. The Guiding Principles received 93.5 per cent support, and every Area of Focus received majority support. Residents identified primary care, medical imaging and lab services, and community-based care as the highest priorities.

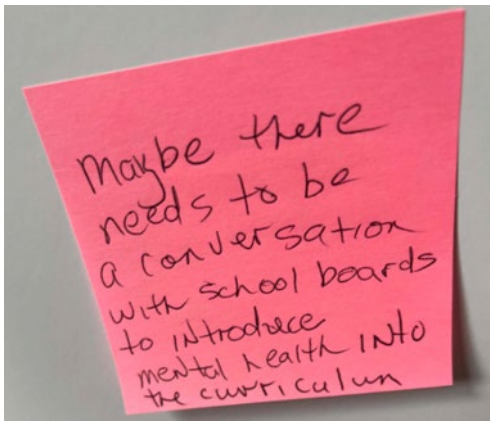
The feedback also reinforced the continued importance of local urgent and after-hours care and highlighted the need for clear implementation, defined responsibilities, measurable outcomes and transparent public reporting on these critical priorities. These findings will inform revisions to the Action Plan and the development of a practical implementation framework. Targeted engagement with priority populations will also continue as individual initiatives and business cases move forward.

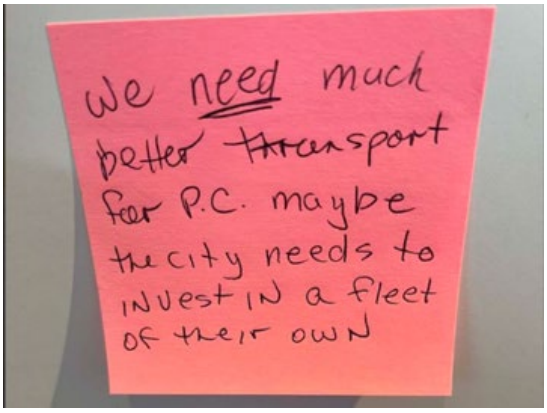
The fourth phase of healthcare engagement provides a strong community mandate to advance the Action Plan while ensuring implementation remains transparent, accountable and responsive to Port Colborne’s evolving healthcare needs.

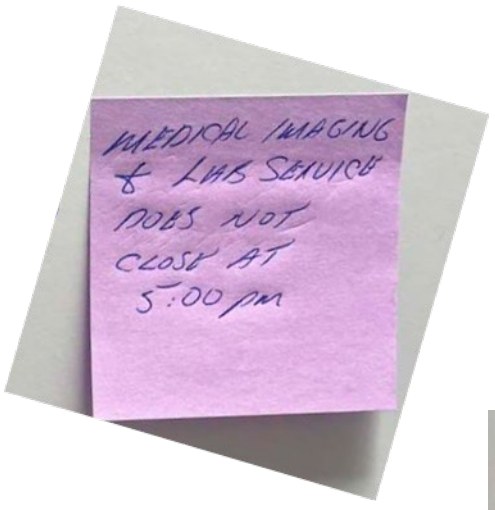
In-person Open house sticky notes feedback

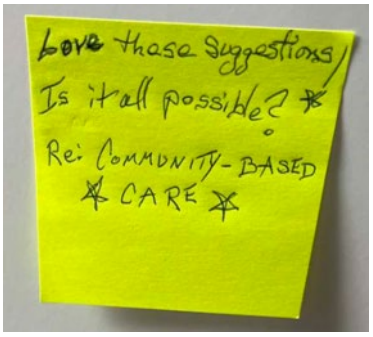


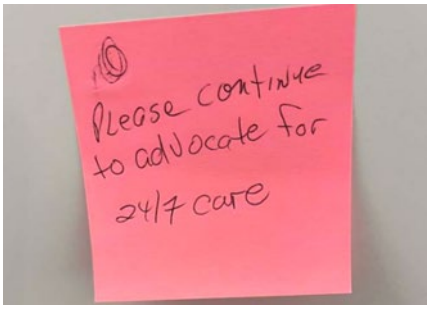


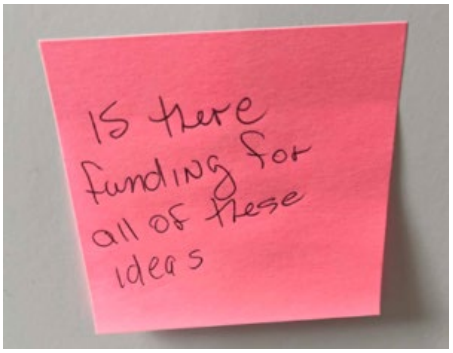


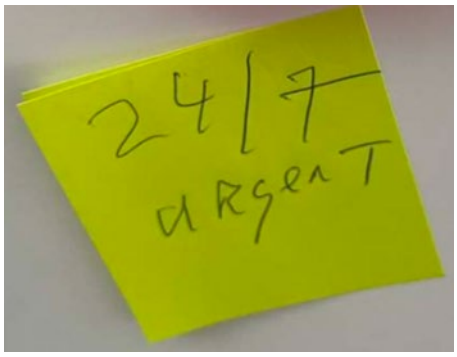












PORT COLBORNE



COUNCIL REVIEW COPY
(Revisions from previous draft highlighted for reference.)

COMMUNITY HEALTH & WELLNESS ACTION PLAN

CONNECTED CARE. CLOSE TO HOME.
FOR EVERY STAGE OF LIFE.

LAND ACKNOWLEDGEMENT

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.

Suggested inclusion: As part of implementing the Community Health & Wellness Action Plan, the City will work in partnership with Indigenous communities and advisors to review and strengthen this acknowledgment so it more meaningfully reflects our commitment to Truth and Reconciliation.
The City recognizes that reconciliation is an ongoing journey and is committed to listening, learning, and building relationships founded on respect, trust, and collaboration.

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Edit Area of Focus to add Accessibility. Feedback indicates barriers are more about getting to care. Commitments to inclusion built into the actions.

MESSAGE FROM THE
MAYOR AND CITY COUNCILLORS

Access to healthcare is one of the most important issues facing our community. Across Port Colborne, we have heard clearly from residents that timely, reliable, and local care matters – and that gaps in the system are having a real impact on people's lives.

This conversation is not only about the loss of services. It is also about the future of healthcare in our community. Residents deserve access to modern facilities, a full range of services, and a strong team of healthcare professionals who can deliver high-quality care close to home. As our community grows and evolves, so too must the healthcare system that supports it.

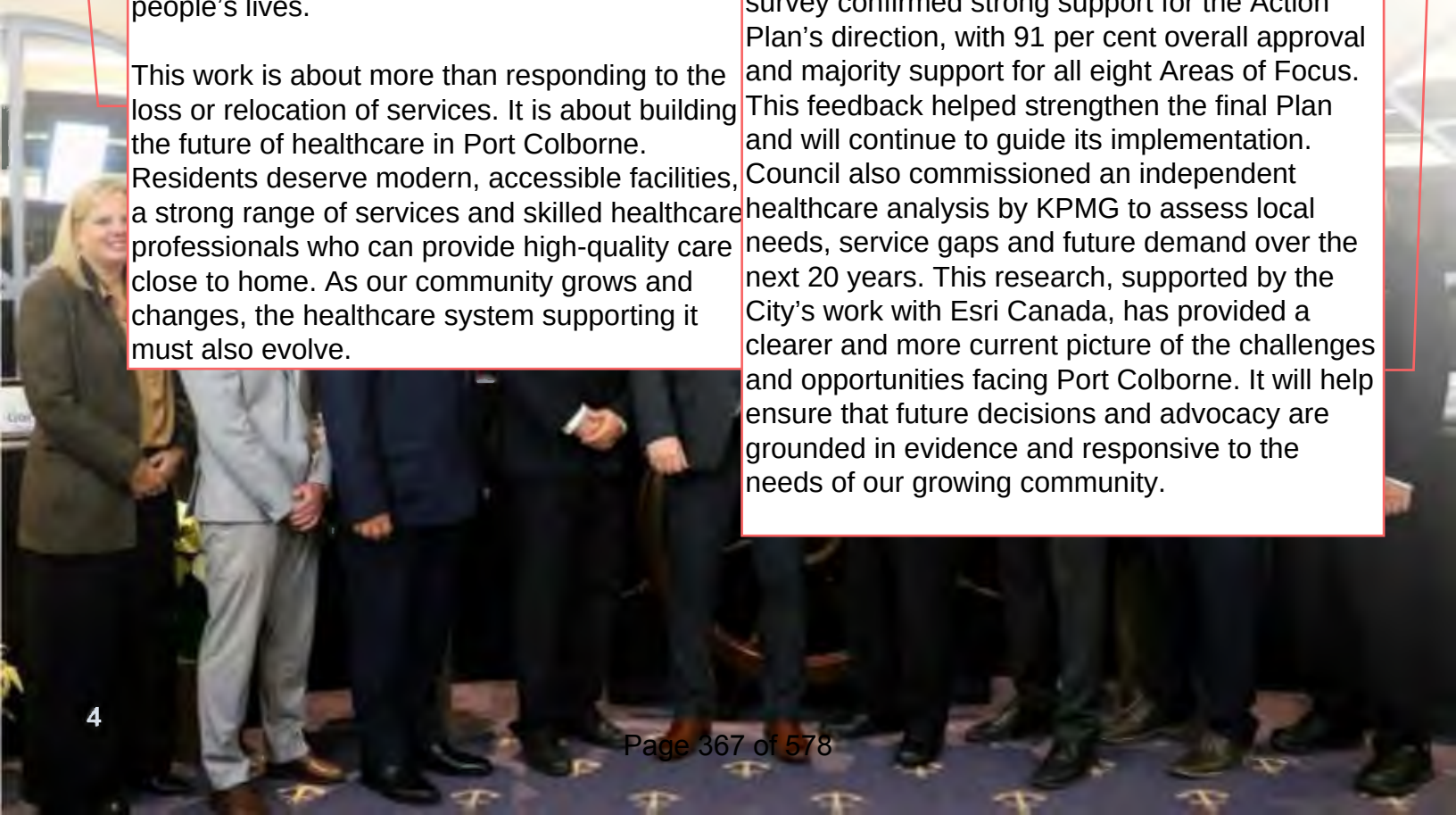
As your Mayor and Council, we are committed to being part of the solution, and we have taken important steps to better understand these challenges and begin identifying meaningful, long-term solutions. In early 2025, we established a citizen-led Healthcare Advisory Committee to bring forward local insight and lived experience, and we extend our sincere thanks to its members for their dedication and contributions to our community.

We also made a significant commitment by approving a $1 million investment over three years to support healthcare advocacy, planning, and the development of sustainable solutions. This Action Plan represents the beginning of that work.

Access to healthcare is one of the most important issues facing our community. Across Port Colborne, residents have told us clearly that timely, reliable and local care matters, and that gaps in the system have a real impact on people's lives.

This work is about more than responding to the loss or relocation of services. It is about building the future of healthcare in Port Colborne. Residents deserve modern, accessible facilities, a strong range of services and skilled healthcare professionals who can provide high-quality care close to home. As our community grows and changes, the healthcare system supporting it must also evolve.

Over the past 18 months, the City completed four phases of community engagement to hear directly from residents, healthcare providers, community organizations and priority populations. The final survey confirmed strong support for the Action Plan's direction, with 91 per cent overall approval and majority support for all eight Areas of Focus. This feedback helped strengthen the final Plan and will continue to guide its implementation. Council also commissioned an independent healthcare analysis by KPMG to assess local needs, service gaps and future demand over the next 20 years. This research, supported by the City's work with Esri Canada, has provided a clearer and more current picture of the challenges and opportunities facing Port Colborne. It will help ensure that future decisions and advocacy are grounded in evidence and responsive to the needs of our growing community.



Throughout 2025, we led a community-wide engagement process to hear directly from residents about their experiences, priorities, and ideas for improving healthcare in Port Colborne. What we heard has helped shape this plan and will continue to guide our actions moving forward.

To further support informed decision-making, Council directed an independent health services analysis, led by KPMG, to assess healthcare system planning and service delivery needs over the next 20 years. This work provided critical data and a clearer picture of current gaps, future demand, and opportunities for improvement. It will help ensure that the actions we take are grounded in evidence, responsive to growth, and focused on building a system that can meet the needs of our community now and into the future.

This Action Plan is a starting point. It brings together what we have heard from residents, what we have learned through engagement, and what we know about the challenges and opportunities ahead. It is designed to guide immediate actions while also laying the foundation for longer-term solutions – including advocating for the kind of modern, accessible healthcare infrastructure our community needs and deserves.

To everyone who shared their experiences, ideas, and time, thank you. Your input has been essential in shaping this plan and highlighting what matters most to our community. Your voices will continue to guide this work as we move forward, and we remain committed to listening, learning, and working together to build a healthier Port Colborne where care is connected, accessible, and close to home for every stage of life.

Thank you!
Mayor Steele & Port Colborne City Council

We have committed $1 million over three years to support healthcare advocacy, planning and sustainable local solutions. The Province's recent investment of more than $4.75 million to expand team-based primary care in Port Colborne, Fort Erie and Wainfleet is also an important step forward. We are grateful for this investment and the continued collaboration of the Province and our regional healthcare partners.

This Action Plan moves us from vision to action. It brings together community voices, local experience and current data to guide practical steps today while building the foundation for longer-term solutions, including the modern, accessible healthcare infrastructure Port Colborne needs and deserves.

To everyone who shared their experiences, ideas and time, thank you. Your contributions have been essential in shaping this Plan. We remain committed to listening, reporting on progress and working together toward a healthier Port Colborne, where care is connected, accessible and close to home for every stage of life.

Councillor Ron Bodner

MESSAGE FROM THE CHAIR AND VICE-CHAIR HEALTHCARE ADVISORY COMMITTEE

Edit: 18 months

The Healthcare Advisory Committee was created by City Council to help guide Port Colborne's response to one of the most important issues facing our community, access to healthcare close to home. As a citizen-led committee, our role has been to listen, to learn, and to help shape a path forward that reflects both the realities of the healthcare system and the lived experiences of our residents.

As healthcare professionals ourselves, we bring both personal and professional experience to this work. We have seen first hand how difficult it can be for residents and their families to navigate the system, especially when care is not available close to home.

We would like to extend our sincere thanks to our colleagues on the Healthcare Advisory Committee for their dedication, and to the many individuals and organizations who contributed their time and insight to this draft Action Plan. In particular, we are very grateful to the Port Colborne Health Co[illegible] for their ongoing participation, and to th[illegible] Ontario Health Team – Équipe [illegible] Community Health Centre, Port[illegible] local physicians, who generously shared their expertise and continue to support this community every day. We also want to thank the 25 presenters who brought forward frontline p[illegible]. Your insights have grounded this work in real experience and helped ensure this Action Plan is practical, informed, and focused on what matters most to the people of Port Colborne.

Add: the Welland McMaster Family Health Team, the Niagara Practitioners' Healthcare Alliance

Edit: 30

Over the past year, the Committee has heard from healthcare providers, community organizations, regional partners, and subject matter experts. These conversations, along with multiple points of community engagement, have helped us better understand key challenges, our local system pressures and provincial healthcare trends.

Through surveys, conversations, and outreach, residents have clearly told us that healthcare access is becoming more difficult, it's about more than just the closure of our Urgent Care Centre, and that timely, local care matters deeply. Many shared personal stories about the challenges they face. Those voices have stayed with us and continue to guide this work.

It is important to recognize that municipalities do not deliver healthcare services. However, they do have a role to play in advocating for our residents, planning for the future, and bringing partners together. This Committee [illegible] do exactly that, helping ensure [illegible]'s voice is heard in regional and [illegible]versations, while identifying [illegible]s that can make a difference locally. We are grateful for the trust and support of City Council, including the critical resources provided to better understand our community's needs through data and external guidance from KPMG and Esri Canada.

This ~~draft~~ Community Health & Wellness Action Plan represents the next step in that work. It reflects what we have heard, what the data tells us, and what we believe is achievable through collaboration and sustained effort. ~~But it is not final.~~

~~We are now bringing this draft to the community for input. Your feedback will help guide and refine priorities, strengthen actions, and ensure this Action Plan truly reflects the needs and values of Port Colborne residents.~~

~~On behalf of the Healthcare Advisory Committee, thank you to everyone who has contributed so far. We look forward to continuing this work together as we move toward a healthier future for our community.~~

We are pleased to share that recent engagement confirmed strong community support for the direction of the Action Plan, its Guiding Principles, and all eight Areas of Focus. Thank you to everyone who completed the survey, attended an open house, or shared your experiences and ideas. Your feedback helped strengthen the final Plan and will continue to shape its implementation. The Action Plan is intended to be a living document that evolves alongside the community and the healthcare system.

As we move from planning into action, we remain committed to ongoing dialogue, transparent reporting, and opportunities for residents to help guide this work.

On behalf of the Healthcare Advisory Committee, thank you for being part of this journey. Together, we have built a strong foundation for the future, and we look forward to continuing our work with the community to improve healthcare access and well-being for everyone in Port Colborne.



Sydney McDowell, NP
(Chair)



Dr. Philip McGarry, MD
(Vice Chair)

(Vice Chair)

Carmen Tamas

Matt Lallouet

Tina Triano

Councillor Monique Aquilina
(Non-voting member)

Councillor Ron Bodner
(Non-voting member)

Mayor William C. Steele
(Ex-officio member)

COMMUNITY PROFILE



22,000
Community Population*



$70,000
Median Household Income*
Provincial Average: $91,000



54.2%
Labour force participation*
Provincial Average: 67.9%



54%
High school diploma or less*
Provincial Average: 32%



2.2
Average household size*
Provincial average 2.6

Port Colborne is a close-knit, resilient community with a strong sense of identity, connection, and pride. Located along the shores of Lake Erie and the Welland Canal, the city offers a high quality of life, growing economic opportunities, and a supportive network of community organizations that work every day to help residents stay healthy and well. The community is experiencing steady growth and new investment, positioning Port Colborne as an increasingly attractive place to live, work, and raise a family. At the same time, residents value the small-town feel, where people know each other, support one another, and expect care to be close to home.

Like many communities across Ontario, Port Colborne is also facing real and growing pressures that affect health and access to care. The population is older than the provincial average, with a higher proportion of seniors, many of whom live alone and may face mobility and transportation challenges. Income and education levels are lower than average, which can make it harder for residents to get information, navigate the healthcare system, access support, and maintain overall health and well-being. Many residents are living with chronic conditions and require ongoing care and support.

Access to healthcare remains one of the most significant challenges. Approximately 2,700 residents do not have a family doctor, and local primary care and after-hours care options are limited. As a result, many people rely on urgent care or emergency services for needs that could be addressed earlier and closer to home. Transportation barriers resulting from limited public transit to hospitals, corresponding lengthy travel times, and specialists outside the community add to these challenges, particularly for seniors and those with limited mobility.

These strengths and pressures exist at the same time. Port Colborne is a community that cares deeply about its residents and is committed to building a healthier future. This Action Plan is grounded in that reality, recognizing both what is working well and where change is needed so that practical, community-driven solutions can be developed to improve access, support well-being, and ensure residents can get the care they need, close to home.

* From Statistics Canada.

** From Primary Care Data Reports for Ontario Health Teams from 2022. From Inspire-PHC.

*** From Port Colborne Healthcare Analysis Report by KPMG (Feb 2026).

OUR VISION:

A healthy and vibrant community embracing growth for future generations.

OUR MISSION:

To provide an exceptional small-town experience in a big way.

OUR VALUES:

Integrity - We interact with others ethically and honourably.
Respect - We treat each other with empathy and understanding.
Inclusion - We welcome everyone.
Responsibility - We make tomorrow better.
Collaboration - We are better together.



2,700
Residents without a family doctor**



33%
Seniors in Port Colborne live alone*
Niagara average: 29%
Provincial average: 27%



20%
Households live below the poverty line*
Niagara average: 16.7%
Provincial average: 14.5%



9.4%
Population growth since last census*
Provincial Average: 5.8%



27%
Residents over the age of 65*
Provincial average: 18%



102%
Projected increase of residents age 75+ by 2050***
Under moderate growth scenario



HEALTHCARE IN PORT COLBORNE

For generations, healthcare has been an important part of life in Port Colborne, shaped by community leadership, local pride, and a shared belief that care should be close to home. This Action Plan is rooted in that same belief. It is hopeful about the future and grounded in a simple idea, every resident should be able to get the care, support, and information they need in a way that is fair, respectful, and easy to access.

This Plan has been shaped by many people. It reflects the voices of residents, caregivers, healthcare workers, community organizations, local leaders, and system partners who shared their time, ideas, and lived experience. It also reflects the commitment of City Council, the Healthcare Advisory Committee, City staff, and many others who helped guide this work to build a stronger foundation for community health and wellness planning.

HISTORY OF THE PORT COLBORNE HOSPITAL SITE

Healthcare in Port Colborne has changed greatly over time. When the local hospital first opened its doors in 1951, it was made possible through community fundraising and local support. For many years, it served as a full-service hospital and an important part of life in the city. Over time, healthcare services across Niagara, as well as Ontario, became more regionalized. Governance was centralized through the Niagara Health System amalgamation in the early 2000's, services were reorganized, and more care began to move to other communities. In Port Colborne, that meant a gradual reduction in local hospital services and a shift to an Urgent and Complex Care Centre (UCC) in 2010. Over time, primary care in the community did not develop at the same pace as in other municipalities, and residents came to rely heavily on the UCC for access to urgent and primary care.





Edit: when Niagara Health reaffirmed previously announced plans from 2017 to close the Port Colborne UCC as part of the provincially approved regional model.

Edit: Planned site closure. Transfer of all Niagara Health services to Welland hospital.

RECE

We rea… December 2024, when Niagara Health announced that the Port Colborne UCC would close in 2028 as part of the new regional hospital model. This raised serious concerns in the community about access, travel, fairness, and the future of healthcare in Port Colborne. In response, City Council approved a broad community engagement process to hear directly from residents and better understand local needs and priorities. Thousands of people took part through surveys, public meetings, open houses, and other engagement opportunities. The message was consistent, local healthcare matters, and the community wants to be part of shaping its future.

…ncil also … …ealthcare Advisory C… …ide this work and keep lo… …ntre of planning. The committee began it's work in June 2025 and has played an important role by bringing lived experience, community insight, and practical advice to the table. At the same time, Council committed funding in support of healthcare planning, advocacy, and long-term local solutions, recognizing that while the City traditionally does not have jurisdiction in healthcare service planning and delivery, it does have an important role in bringing people together, planning ahead, speaking up for the community to help support better health outcomes.

MOVING FORWARD TOGETHER

To build a strong evidence base for this Action Plan, an independent healthcare analysis was completed by KPMG to better understand local needs, service use, access barriers, as well as future pressures. Work with Esri Canada, the world leader in mapping, is also helping to support a more data-informed picture of the community, including visual tools that strengthen planning, advocacy, and long-term decision-making. Together, this work has helped to create a clearer understanding of both the risks facing Port Colborne and the opportunities to build a sustainable and healthier future.

This draft Action Plan is the result of that journey so far. It brings together community input, local knowledge, research, and a shared commitment to care close to home. It is built around eight areas of focus that reflect what matters most to residents and where action is needed most. The goal is not only to respond to change, but to work together toward something better, a future where healthcare in Port Colborne is more connected, more inclusive, and easier to access at every stage of life.

THE CITY'S ROLE IN STRENGTHENING LOCAL HEALTHCARE

Improving healthcare requires shared responsibility. The City plays a different role than healthcare providers and the Province, but that role is still important. While the City does not deliver healthcare services directly, it has a meaningful role in shaping the conditions that support health and well-being in the community. This includes listening to residents, identifying local needs and gaps, and working with partners across the healthcare system to help improve access and coordination. By bringing people together and keeping a strong focus on local priorities, the City can help ensure that decisions are informed by real experiences and reflect what matters most to residents.

This section outlines how the City can take action across four key areas: leading, supporting, influencing, and advocating. Each role reflects a different way the City can contribute to improving healthcare outcomes, from driving community engagement and supporting local initiatives to influencing broader planning decisions and advocating for needed investments. Together, these actions help create a more connected and responsive system, strengthen access to care close to home, and ensure that the needs of Port Colborne residents are clearly represented at every level.



THE CITY WILL LEAD

- Community engagement and listening to residents.
- Bringing partners together to support local solutions.
- Sharing information and improving awareness of available services.
- Tracking progress and reporting back to the community.
- Investments that create real progress.

THE CITY WILL SUPPORT

- Local physician and healthcare provider recruitment efforts.
- Community-based programs and partnerships that improve health and well-being.
- Coordination between organizations working in health, housing, and social services.

THE CITY WILL INFLUENCE

- Regional healthcare planning through participation and collaboration with partners.
- How healthcare needs are considered in local planning decisions (e.g., growth, transit, accessibility).

THE CITY WILL

Edit: Increased provincial funding for primary, urgent, and emergency care, including critical diagnostic and lab services.

- Increased provinc
  primary care and local services.
- Timely access to care close to home.
- Solutions that address transportation and access barriers.
- A healthcare system that reflects the needs of Port Colborne residents.

COUNCIL ACTIONS TO DATE

- Committed a $1-million Council investment over three years to support healthcare advocacy, planning, and long-term solutions, helping advance local priorities and strengthen the community's voice in broader healthcare discussions.
- Conducted community-wide engagement ~~throughout 2025~~ to better understand local needs, challenges, and priorities, ensuring the Action Plan is grounded in real experiences and reflects what matters most to residents.
- Established a citizen-led Healthcare Advisory Committee to provide local insight and lived experience, bringing community voices directly into the planning process and helping guide meaningful, practical solutions.
- Commissioned an independent health services analysis with KPMG to assess system planning and service delivery

Developed an interactive health data dashboard with Esri Canada, to support physician recruitment ...

clear
-term
decision-making.

- Developing data-driven planning tools with Esri Canada, including an interactive health dashboard to support physician recruitment, health neighbourhood planning, and the coordination of future community-based services.

WHAT ARE SOCIAL DETERMINANTS OF HEALTH?

Social determinants of health are the everyday conditions that influence a person's ability to stay healthy, beyond just medical care. They include factors like income, housing, education, employment, social supports, and access to healthy food and safe environments. These conditions shape health outcomes over time, often having a greater impact than healthcare itself, by either creating opportunities for good health or contributing to barriers and inequities within a community.

What makes Canadians sick?

50% YOUR LIFE

- Race
- Income
- Gender
- Disability
- Education
- Social Exclusion
- Social Safety Net
- Indigenous Status
- Community Belonging
- Housing/ Homelessness
- Safe and Nutritious Food
- Early Childhood Development
- Employment/ Working Conditions

25% YOUR HEALTHCARE

- Access to Healthcare
- Health Care System
- Wait Times

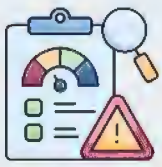
15% YOUR BIOLOGY

- Biology
- Genetics

10% YOUR ENVIRONMENT

- Air Quality
- Civic Infrastructure

What does it mean for Port Colborne?



84%

Port Colborne residents live in neighbourhoods facing the **high or highest social determinants of health risks**

Provincial average: 15%



52%

Residents are 52% more likely to use ED/UCC services for chronic conditions

Compared to provincial average

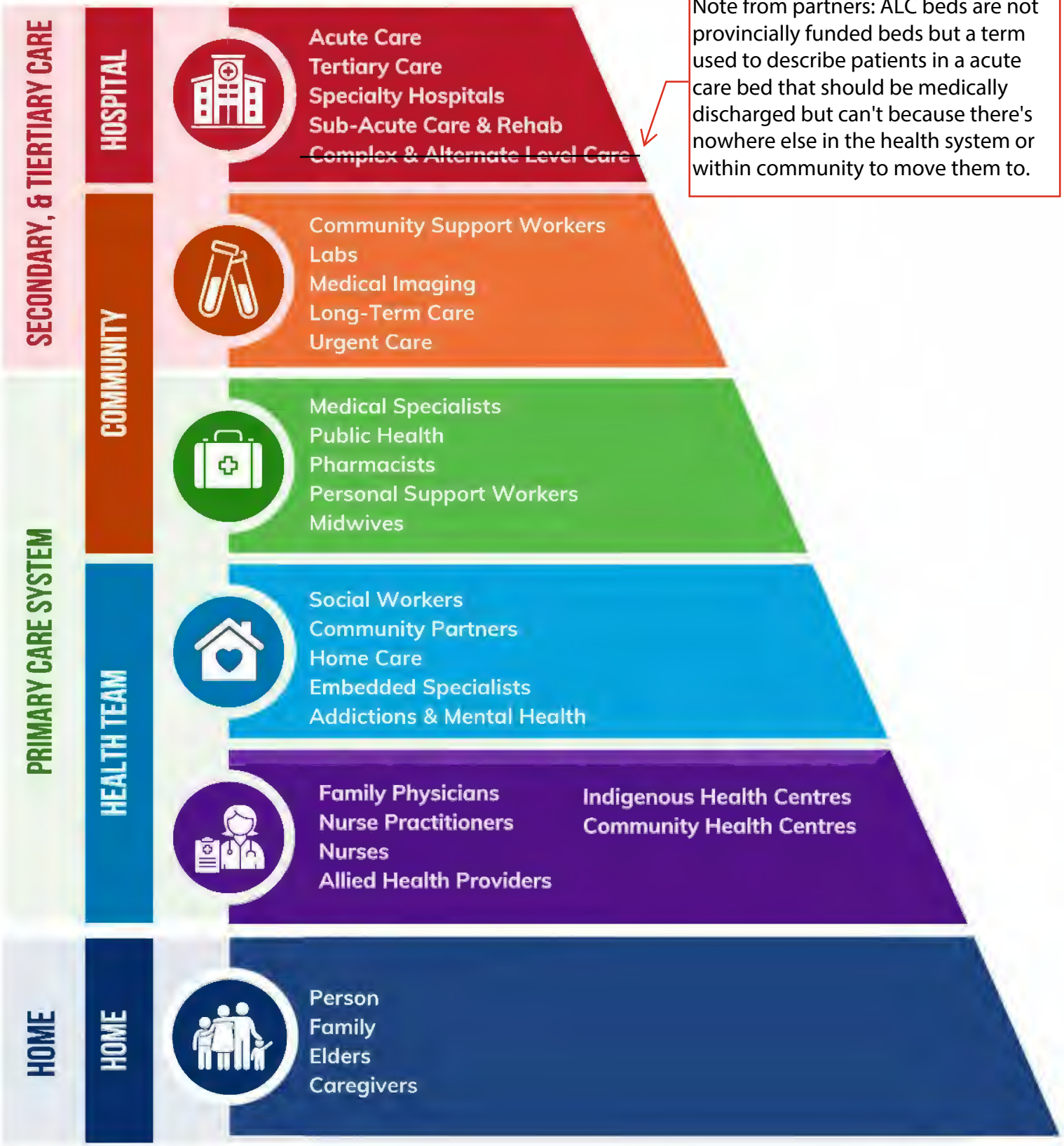


95%

Residents are 95% more likely to use ED/UCC services for acute conditions

Compared to provincial average

HOW THE HEALTH SYSTEM WORKS



Replaced with paramedicine.
Note from partners: ALC beds are not provincially funded beds but a term used to describe patients in a acute care bed that should be medically discharged but can't because there's nowhere else in the health system or within community to move them to.

COMMUNITY INSIGHTS & ENGAGEMENT

At the heart of this Action Plan are the voices of Port Colborne residents. Through a multi-phase engagement process, community members, partners, and healthcare experts shared their experiences, ideas, and priorities for the future of care. This work has been guided by a commitment to clear information, inclusive participation, and transparent decision-making.



PHASE ONE: January to April 2025

The first phase of community engagement was approved by Council in late January 2025 and brought together more than 2,000 completed surveys and over 10,000 comments. Residents shared their input through open houses, town halls, virtual sessions, pop-ups, and conversations with working groups and Council committees. The message was clear. Access to healthcare is becoming more difficult, and residents want care that is closer to home, easier to navigate, and available when they need it.



PHASE TWO: April 2025 - ongoing

What we heard in Phase One helped shape the work of the Healthcare Advisory Committee. The Committee meets bi-weekly to review research and data, and to bring together community members and healthcare professionals to share ideas and practical solutions. So far, the Committee has heard from 25+ presenters, including healthcare providers, community organizations, and regional partners. Members have also visited hospitals, urgent care centres, and other clinical settings. The goal is to better understand the challenges people are facing and the opportunities ahead.

January 2025

Council launches first phase of healthcare engagement.

June 2025

Port Colborne Healthcare Advisory Committee work begins.

August 2025

Public delegations invited to speak at the Healthcare Advisory Committee.

November 2025

Primary Care Funding Requested by Niagara Ontario Health Team.

December 2025

KPMG Commissioned to complete study on Port Colborne.

PHASE THREE: December 2025 to February 2026

To support its work a practical solutions, the Commi ysis. KPMG worked closely with t nd service gaps, barriers to acce sidents shared in Phase One ft Action Plan brings everything tog s, and the data on current and f

From May 5 to July 2, 2026, the City completed the fourth phase of community engagement on the draft Action Plan. Residents and partners shared feedback through online and paper surveys, in-person open houses, a virtual information session, focus groups and targeted discussions with priority populations. This feedback helped refine language and clarify actions included in the final Plan before it was presented to and approved by City Council in August 2026. Community engagement will continue throughout implementation.

PHASE FOUR:

From May to June 20 t to gather feedback on this draft Action Plan. This will include another online and paper survey, in-person open houses, a virtual information session, interviews with priority populations and community focus groups. The goal is to make sure residents have another opportunity to review the plan, share their thoughts, and help refine the actions before it is finalized and presented to City Council in July 2026.

PHASE FIVE: July 2026 to 2030

Community input will continue to be an important part of how this plan proceeds and engagement with the healthcare system continues to grow. Ongoing engagement will take place through the work of the Healthcare Advisory Committee over its four-year term, as well as through touchpoints with Committees of Council, focus groups, surveys, and continued conversations with residents, partners, providers and organizations. This will help track progress, respond to c nd make sure the plan remains grounded in real community needs over time.

August

January 2026	April 2026	May 2026	July 2026	September 2026
Esri Canada healthcare dashboard project begins.	Draft Community Health & Wellness Action Plan published.	Community Engagement on draft Community Health & Wellness Action Plan begins.	Final Community Health & Wellness Action Plan to be considered for approval by City Council.	Business Case development begins.



VISION FOR A HEALTHY PORT COLBORNE:

Connected Care, Close to Home for Every Stage of Life.

PURPOSE: To improve access to timely and barrier-free healthcare services for all residents of Port Colborne.

GUIDING PRINCIPLES:

Quality Care We Can Trust:
Everyone in Port Colborne deserves safe, reliable healthcare delivered by professionals who put patients first.

Care When We Need It:
Residents should be able to get help quickly and close to home, without long waits or travel.

People at the Centre:
Healthcare should reflect real lives, listen to residents, and respond to the needs of families and caregivers.

Fair Access for All:
Everyone should be able to get the care they need, regardless of income, where they live, their abilities, or the barriers they face.

A System That Lasts:
We need smart, local solutions that work today and support a healthy community for generations to come.

The Action Plan is organized into eight key areas of focus. For each area, we've brought together what the community shared through public engagement, what the data and research show about local needs, and a clear set of actions to guide our response. This approach ensures each priority is grounded in both lived experience and evidence, with practical steps to move forward.

Edit: Accessibility



AREA OF FOCUS

BETTER ACCESS THROUGH ADVANCED PRIMARY CARE

Primary care is the front door to the healthcare system. It is where people go for check-ups, ongoing care, early diagnosis, and help navigating services. When access to primary care is strong, people stay healthier and fewer residents need to rely on hospitals or emergency care.

In Port Colborne, access to primary care is already limited. Many residents do not have a family doctor or cannot get timely appointments. These challenges are felt most by seniors, low-income residents, and those without reliable transportation. As a result, more people are turning to urgent care for needs that should be addressed earlier.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:



Hard to find a family doctor or same-day care

Many Port Colborne residents do not have a family doctor or cannot access same-day care.



Using urgent care for everyday health needs

The Port Colborne UCC is often used for care that should happen in a primary care setting.



Wanting more local care options

Residents want more local options, including after-hours care, walk-in clinics, and team-based care.



Worried about losing after-hours care

There is concern about losing after-hours access and related services when the Port Colborne UCC closes in 2028.



Challenges getting care outside the city

Travelling outside the city for care creates barriers, especially for seniors and those without a vehicle.

Worried about losing access to urgent and after-hours care

There is concern about losing urgent, after-hours care and related services when the Port Colborne UCC closes in 2028.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Limited access to primary care is driving higher use of urgent and emergency care (2,700 residents without a family doctor and a shortage of at least five physicians).
- Evidence across Ontario shows that strong primary care improves access and reduces pressure on hospitals.
- Demand for care will continue to grow as the population increases and ages Port Colborne residents visit emergency departments more often than the provincial average.
- Gaps in primary care access disproportionately affect residents already facing the greatest barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Attract More Primary Care Providers

Advocate for more primary care providers by working with regi provincial partners to bring stable, long-term funding and recru support to Port Colborne.

Feedback indicates these two actions (Urgent care coverage and after hours access) need to be higher in the list to be more visible as top priorities.



Expand Team-Based Care

Support team-based care models that include nurse practitione health professionals, paramedicine, and wrap-around services.



Create Modern Spaces for Care

Support the development of modern spaces for care, including new or expanded clinic locations and leverage virtual care technology.



Improve After-Hours Access

Advocate for improved after-hours access and explore pathways for 24/7 on-call coverage similar to models in other municipalities.



Urgent Care Coverage

Work with the province and local providers to secure sustainable funding to fill service gaps for urgent and time-sensitive injuries and illnesses (e.g. cuts, minor burns, eye injuries, sprains, fevers, and ENT issues).



Measure Progress and Impact

Track and report on progress, including attachment rates, service use, and community feedback, to support ongoing planning and advocacy.

AREA OF FOCUS

MEDICAL IMAGING AND LAB SERVICES

Healthcare does not stop at a doctor's visit. People also need timely access to tests, medical imaging, publicly-funded cialist care. These services help diagnose issues early, guide treatment, and prevent more serious health problems. That need is especially clear in Port Colborne, where many of these services are already limited or require travel outside the community.

Residents often leave the city for scans, fracture care, and specialist visits. For those with lower incomes, limited mobility, caregiving responsibilities, or no access to a vehicle, even routine care can become difficult to access. Strengthening local access to these services will make care faster, more equitable, and easier to navigate.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Medical imaging and diagnostics are import

Residents want to keep the local X-ray, ultrasound, and l services that are currently associated with the UCC. Edit: and publicly-funded.

Worried about losing more services over time

There is concern about losing even more healthcare services over time due to centralization of hospital-based services.

Travel for care is difficult and costly

Travelling for tests and appointments is stressful, costly, and time-consuming, and can be a barrier to diagnosis and treatment.

Support for MRI and specialized care closer to home

Strong support exists for a South Niagara MRI and more specialized care to better serve Port Colborne, Wainfleet and Fort Erie.

Conveniently located care

Co-locating services is preferred and seen as more convenient. Healthcare services should be available on both sides of the Welland Canal.

THE RESEARCH SHOWED

What the data tells us about access to co[illegible]:

Edit: access to primary, urgent or community-based care

- Local access to testing and same-day services is essential to timely care.
- When residents must travel farther for basic services, delays increase and some people choose not to seek care.
- [illegible]nited access to medical imaging and [illegible]gnostics can lead to later diagnoses and increased pressure on urgent and emergency care.
- Maintaining local services is especially important for residents facing transportation, financial, or mobility barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Protect Local Medical Imaging and Diagnostic Services

Advocate to maintain local diagnostic services, including X-ray, ultrasound, and lab services, as essential components of care close to home.



Expand Access to Medical Imaging and Diagnostics

Support opportunities to expand services in South Niagara, including access to MRI and other diagnostics, to reduce wait times and travel.



Bring Specialists Closer to Home

Enable local access to visiting specialists and outpatient services by supporting clinic space and community partnerships, with healthcare services being available on both sides of the Welland Canal.



Support One-Stop Care Models

Promote co-located care models that bring multiple services together to improve access and patient experience.



Reduce the Need to Travel for Care

Work with partners to reduce unnecessary travel for routine and non-emergency care through better coordination and planning.

AREA OF FOCUS

COMMUNITY-BASED CARE

Most healthcare should not happen in a hospital. Many residents need support closer to home, including home care, chronic disease management, rehabilitation, caregiver support, palliative care, and services that help people stay safe, healthy, and independent. This is especially important in Port Colborne, where the population is older than average and demand for care is growing.

At the same time, residents of all ages face barriers to accessing the support they need. Aging, chronic illness, disability, mobility challenges, mental health needs, and social isolation often overlap. Without the right supports in place, it becomes harder for people to stay well at home. Strengthening community-based care will help residents maintain independence, support families and caregivers, and reduce avoidable hospital visits.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:



Need for More Local Support for Seniors and Families

Seniors, families and caregivers need more support close to home.



Demand for Preventative Care and Reduced Hospital Visits

People want more services that help prevent illness and reduce hospital visits.

Edit: Including, improved access and reduced wait times for women's health services such as preventative screening and reproductive health.



Strong Support for Connected, Community-Based Care

There is strong support for more connected, local care and wellness services for all ages.



Challenges Navigating a Fragmented Care System

Navigating between primary care, specialists, and hospital services is difficult and often fragmented.



Long Wait Times for Community Services

Wait time for some community-based services, such as long term care beds, or physiotherapy can take months.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- There are gaps in care between home, primary care, and hospital services, especially during transitions.
- Supporting seniors, families, and caregivers is central to future health and wellness planning.
- Strong community-based care improves quality of life and reduces pressure on hospitals.
- Residents with complex needs, limited mobility, lower incomes, or limited social support are most affected by these gaps.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Expand Local Home and Community Care Services

Work with healthcare and community partners to support the expansion of local home and community-based care services.

Edit: add palliative



Advocate for More Long-Term and Transitional Care Capacity

Advocate for increased capacity in long-term care, hospice, and transitional care, recognizing growing demand in the community.



Support Aging in Place for Residents

Support aging in place by advocating for services and programs that help residents remain safely at home.



Strengthen Support for Caregivers and Families

Strengthen support for caregivers and families through partnerships, awareness, and local resources.



Improve Care Coordination and Transitions

Promote better care coordination and transitions, including discharge, recovery, and follow-up supports.

Edit: and recruitment



Plan for Future Community Care Needs

Align health planning with future growth to anticipate care needs and ensure sustainable access to food, housing, social services, and community development.

AREA OF FOCUS

MENTAL HEALTH AND WELL-BEING

Mental health is a key part of overall health. People need timely, compassionate support for mental health and substance use, just as they do for physical health. Early support can prevent crisis, reduce hospital use, and improve quality of life.

In Port Colborne, these needs are often linked to broader challenges such as housing instability, isolation, trauma, and barriers to care. Addressing mental health requires more than treatment alone. It requires better connections between services, stronger community supports, and easier pathways for people to get help early, before issues become more serious.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:



Expand Local Mental Health and Addictions Support

Mental health and addictions support should continue to be available locally.



Improve Connections Between Healthcare, Social, and Community Services

Residents want better connections between healthcare, social services, and community supports to improve health outcomes.



Focus on Early Support to Prevent Crises

Residents want timely support to help prevent issues from escalating.



Recognize Mental Health as a Growing Community Priority

Mental health has emerged as a clear and urgent priority for residents.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Mental health and addictions support must be part of the core strategy, not an add-on.
- Earlier access and stronger local coordination can improve outcomes and reduce crisis-driven care.
- Well-being depends on connecting healthcare with social and community supports.
- People facing social and economic barriers may be at greater risk and need more flexible, local, and welcoming pathways to access support.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Strengthen Coordination and Accountability Across Health, Community and Social Services.

Support stronger coordination between healthcare providers, community organizations, and social services. while tracking outcomes to measure impact.



Advocate for Greater Access to Local Mental Health and Addictions Services

Advocate for increased access to local mental health ervices, including sustainable funding and programs for youth.

Edit: for women and youth.



Make Services Easier to Find Through Awareness and Navigation

Improve awareness and navigation of services so residents can easily find the help they need.



Promote Prevention and Early Intervention

Promote prevention and early intervention through partnerships, education, and community-based initiatives.



Integrate Mental Well-Being Into Community Planning

Embed mental well-being across all areas of planning, recognizing its connection to housing, social supports, and overall community health.

AREA OF FOCUS

TRANSPORTATION AND ACCESS TO CARE

Access to healthcare is not just about whether services exist. People also need to be able to reach them and understand how to use them when they need care. Long travel times, limited transit options, cost, and confusion about where to go can all delay care or prevent people from accessing it altogether.

These challenges are not experienced equally. They are often hardest on seniors, people with disabilities, low-income households, caregivers, and residents without access to a vehicle. As more healthcare services are delivered outside the community, transportation and system navigation must be treated as a core part of healthcare access.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:



Transportation is a Major Barrier

Transportation challenges were consistently identified as the leading barrier to accessing care.



Travel Challenges for Seniors and Those Without Vehicles

Travel outside Port Colborne to see specialists or to access after-hours emergency care is especially hard for seniors who live alone and people without a vehicle.



Need for Clearer Information on Where to Access Care

Residents want clearer information about where to go for different types of care.



Concerns About Growing Travel Barriers as Services Change

There is concern that travel challenges will increase as local services change.

Add: and residents want the City to advocate for adequate EMS and paramedic capacity.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Transportation is a healthcare access issue, not just a transit issue.
- Travel time, cost, and system complexity create real barriers and inequities.
- Without proactive planning, access challenges will continue to grow over time.
- Clear information and practical supports are essential, especially for residents facing multiple barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Enhance Transportation Options for Medical Appointments

Work with partners to improve transportation options for medical appointments, including flexible and community-based solutions.



Prioritize Support for Residents Facing the Greatest Barriers

Prioritize support for residents facing the greatest barriers, including seniors, people with disabilities, and low-income households.



Improve Access to Information

Centralize and improve access to clear, simple information so residents know where to go and how to access care.



Increase Awareness of Available Transportation Supports

Increase awareness of existing transportation supports, including medical travel and assistance programs.



Integrate Healthcare Access into Transit and Mobility Planning

Integrate healthcare access into local transit and mobility planning to better reflect current and future needs.



Bring Care Closer to Home Through Local Services

Support opportunities to bring services closer to home, such as mobile clinics and visiting specialists, to reduce the need for travel.

AREA OF FOCUS

HEALTHY RESILIENT COMMUNITIES

Health is shaped by more than healthcare. It is also shaped by housing, food, recreation, social connection, safe streets, walkable neighbourhoods, and access to community spaces. These everyday conditions affect whether people can stay healthy and independent over time.

This broader view matters because some residents face barriers in their daily lives that impact their health long before they enter a clinic or hospital. Building a healthier community means reducing those barriers, supporting healthy aging, and making it easier for people to live well where they are.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:



Desire for a Healthier Community Beyond Healthcare Services

Residents want a healthier community, not just more healthcare services.



Value Placed on Recreation, Green Space, and Social Connection

Residents view access to natural areas, walkability, and community as key contributors to overall quality of life.



Seniors Want to Stay Active, Included, and Independent

Health and well-being are shaped by opportunities to stay engaged, supported, and age safely at home.



Recognition of Social Factors That Impact Health

Residents recognize that housing, food, transportation, and neighbourhood design affect health.



Growing Concern Around Food Insecurity

Food insecurity is a growing concern, with more individuals and families relying on local supports.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Health outcomes are shaped by both healthcare services and everyday living conditions.
- Prevention and wellness improve quality of life and reduce long-term pressure on the healthcare system.
- Municipal planning and programs play an important role in supporting the social determinants of health.
- A stronger focus on prevention must prioritize residents and neighbourhoods facing the greatest barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Embed Health in Municipal Planning and Decision-Making

Integrate health considerations into municipal planning and decision-making, including housing, parks, recreation, and community design.

To provide clarity edit to: Apply a health lens to municipal planning, policies, and major decisions, ensuring the City's role in leading, partnering, and advocating for healthier, more resilient communities is clearly defined and communicated.



Prio hbourhoods

Focus on equity by prioritizing underserved residents and neighbourhoods facing the greatest barriers.



Support Walkable, Age-Friendly, Complete Communities

Support the development of complete, walkable, and age-friendly communities through planning and policy.



Align Health and Wellness Goals Across City Services

Align health and wellness goals d community programming.

Edit to create differential from the first action item: Promote collaboration across City departments to ensure municipal services, programs, and initiatives contribute to improved community health and well-being.



Strengthen Community Food Security Initiatives

Work with community partners to support food security initiatives, such as community gardens and local nutrition programs.

AREA OF FOCUS

EQUITY, INCLUSION AND CULTURALLY SAFE CARE

Edit to: Accessibility

A strong health system should work for everyone. People should be able to get care and information in ways that are fair, respectful, understandable, and welcoming, regardless of age, income, language, ability, culture, identity, or background.

This includes making sure healthcare planning reflects the needs of residents who may face barriers or be underserved. It also means recognizing that trust matters. People are more likely to seek care, ask questions, and stay connected to services when they feel respected, understood, and included.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Desire for Inclusive Healthcare Planning for All Residents

Healthcare planning should include everyone living in the community.

Edit to: Healthcare planning should reflect the diverse needs and experiences of all residents, including underserved and marginalized communities.

Support for Respectful and Culturally Aware Care

Peo

Edit to: Respectful, Culturally Aware Care and Reconciliation: People support respectful, culturally aware care and want to see stronger commitments to Truth and Reconciliation and relationship-building with Indigenous communities.

Need for Clearer, More Accessible Information

Residents want information that is easier to understand and easier to access.

Edit to: Residents want healthcare and City information to be easier to understand and accessible for people of all abilities.

Importance of Access to French-Language Services

Access to French-language services remains important in the community.

Edit: People emphasized the importance of accessible French-language healthcare and key City services in a designated French-language service area.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Equity must be built into planning from the beginning.
- Language, culture, trust, and lived experience all shape access to care.
- Inclusive planning leads to stronger services and better outcomes.
- Equity should guide how all priorities are planned and delivered.

Add: Priority populations experience unique barriers that should be reflected in healthcare planning.

Add: Port Colborne's Indigenous and Francophone communities highlight the need for culturally safe and linguistically appropriate care.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Consider Health Equity in Municipal Planning and Decision-Making

Embed equity and inclusion across all planning, engagement, and communication.



Ensure Diverse Voices Are Inclu

Edit: such as Bridges Community Health Centre and Port Cares

Work with community partners to ensure diverse voices are included, especially Ontario priority populations and those facing barriers to care.



Strengthen Relationships with Indigenous Communities

Strengthen relationships with Indigenous communities and organizations, and support culturally safe approaches to care.



Build Capa ural Safety

Advance the City's journey of Truth and Reconciliation while building trust and understanding to support culturally safe approaches to health and care.

Build internal ion, accessibility, and cultural safety throughout city programs, policies and practices.



Collaborate on Inclusive Healthcare Planning

Collaborate with regional partners, including the Niagara Ontario Health Team- Équipe Santé Ontario Niagara, to support inclusive healthcare planning and engagement.



Enhance Access to Francophone Services and Bilingual Information

Services in French support equitable access and better health outcomes for Francophone residents.

AREA OF FOCUS

COMMUNITY VOICE, ACCOUNTABILITY AND ADVOCACY

Healthcare planning is strongest when it is guided by local experience, good information, and clear follow-through. It is also important to understand how the system works (see page 36).

While the City does not deliver or fund healthcare, it plays an important role in listening to residents, bringing partners together, advocating for local needs, and tracking progress over time.

This role should be carried out in a way that is open, practical, and accountable. Residents need to see how their input has shaped the strategy, what actions are being taken, and how progress will be measured and shared. Ongoing involvement and clear communication will help build trust between the community and Council, and keep the Action Plan grounded in community needs.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:



Desire for Council Advocacy on Local Healthcare Needs

Residents want City Council to keep speaking up for local access to healthcare services.

Edit: specifically, increased options for after-hours care, and 24/7 access to urgent and emergency care.



Need for Clear Updates on Changes and Reasons

People want clear updates about what is changing and why.



Value of Community Input in Planning

Community members value having a voice in planning.



Importance of Evidence-Based, Locally Relevant Decisions

Residents want decisions based on evidence and real local realities.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Progress must be tracked and reported in a clear and accessible way.
- Public trust grows when people see action and regular follow-up.
- Strong local coordination helps the community respond to change more effectively.
- Accountability includes understanding whether improvements are reaching residents facing the greatest barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:



Engage the Community Through Ongoing Advisory Groups

Keep community voices involved through ongoing engagement, meetings with committees of Council, and community advisory groups.



Provide Regular Updates to Council and the Community

Report regularly to Council and the community on progress and outcomes.



Use Clear Data and Indicators for Transparent Decision-Making

Share data openly and use clear, simple indicators to support transparent decision-making.



Strengthen Partnerships Across Health and Community Organizations

Strengthen partnerships across healthcare, community organizations, and all levels of government.



Maintain Consistent Advocacy on Local Healthcare Priorities

Maintain focused and consistent advocacy on Port Colborne's healthcare priorities.



Coordinate Partners to Align Priorities and Monitor Progress

Bring partners together through a local coordination or steering group to align priorities and monitor progress.

WHO DOES WHAT IN HEALTHCARE?

MUNICIPALITIES (i.e. The City of Port Colborne)

In Ontario, municipalities do not provide healthcare services, but they still play an important role in supporting community health. Some municipalities, including the City of Port Colborne, advocate for local healthcare needs, bring partners together to support solutions, share information with residents, plan for current and future community health needs, make investments, and track progress over time. This means the City helps ensure residents' voices are heard and works to improve access to care locally, even though healthcare delivery itself is the responsibility of the Province and healthcare providers.

PRIMARY CARE PROVIDERS (Doctors & Nurse Practitioners)

Primary care providers, including doctors and nurse practitioners, are your main point of contact for everyday healthcare. They provide regular check-ups, diagnose and treat common health issues, refer you to specialists or tests when needed, and help manage long-term health conditions. Their role is to support your overall health and help you stay well through ongoing, consistent care.

COMMUNITY-BASED CARE PROVIDERS

(Home Care, Community Health Centres, Support Services)

Community-based care providers, including home care, community health centres, and support services, deliver care outside of hospitals, often in your home or community. They provide nursing, rehabilitation, and personal support, while supporting seniors, caregivers, and people with ongoing health needs. These providers offer mental health, addiction, and social supports, help coordinate care after hospital stays, and help people recover, stay independent, and avoid unnecessary hospital visits.

NIAGARA HEALTH

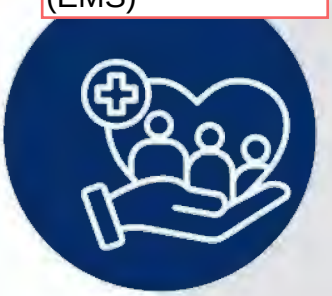
Niagara Health, West Lincoln, Haldimand War Memorial, Hotel Dieu Shaver hospitals

Niagara Health operates hospitals and urgent care services, providing emergency, inpatient, and surgical care, along with diagnostics such as imaging and lab services. This is where you go for hospital-based care, including urgent and emergency services.

Edit: Hospitals and healthcare organizations across Niagara and surrounding regions provide emergency, urgent, inpatient, surgical, rehabilitation and diagnostic services. These facilities offer hospital-based and specialized care, including imaging and laboratory services.

Edit: Niagara Region Public Health and Emergency Medical Services (EMS)

Edit: Niagara Region Public Health promotes health and prevents illness through vaccinations, inspections, education, and monitoring community health risks. Niagara EMS provides 24/7 emergency assessment, treatment and transportation, along with community paramedicine programs. Together, these regional services help prevent illness, respond to emergencies, and support the health and well-being of residents.



NIAGARA REGION PUBLIC HEALTH

Niagara Region Public Health promotes health and prevents illness through programs like vaccinations, inspections, and education, while monitoring community health trends and risks. It provides supports for families, seniors, and vulnerable populations, and responds to public health issues and emergencies. Public Health works behind the scenes to keep the community healthy and support overall well-being.



ONTARIO HEALTH TEAMS (OHTS)

Ontario Health Teams plan and coordinate care across the region by connecting hospitals, doctors, and community services. They work to improve access and reduce gaps in care, helping make the system more connected and easier to navigate.



PROVINCE OF ONTARIO

The Province of Ontario funds healthcare services, sets policy and priorities, decides where services and funding are allocated, and approves major infrastructure projects such as new or redeveloped hospitals. The province makes the key decisions about how the healthcare system operates and where resources are invested.



GOVERNMENT OF CANADA

The Government of Canada provides funding to provinces for healthcare, such as through the Canada Health Transfer, and sets national standards and legislation, including the Canada Health Act. It also supports public health, research, and data collection, and funds programs for Indigenous health and priority populations. The federal government helps fund healthcare and set national standards, while provinces decide how care is delivered.

ACKNOWLEDGEMENTS

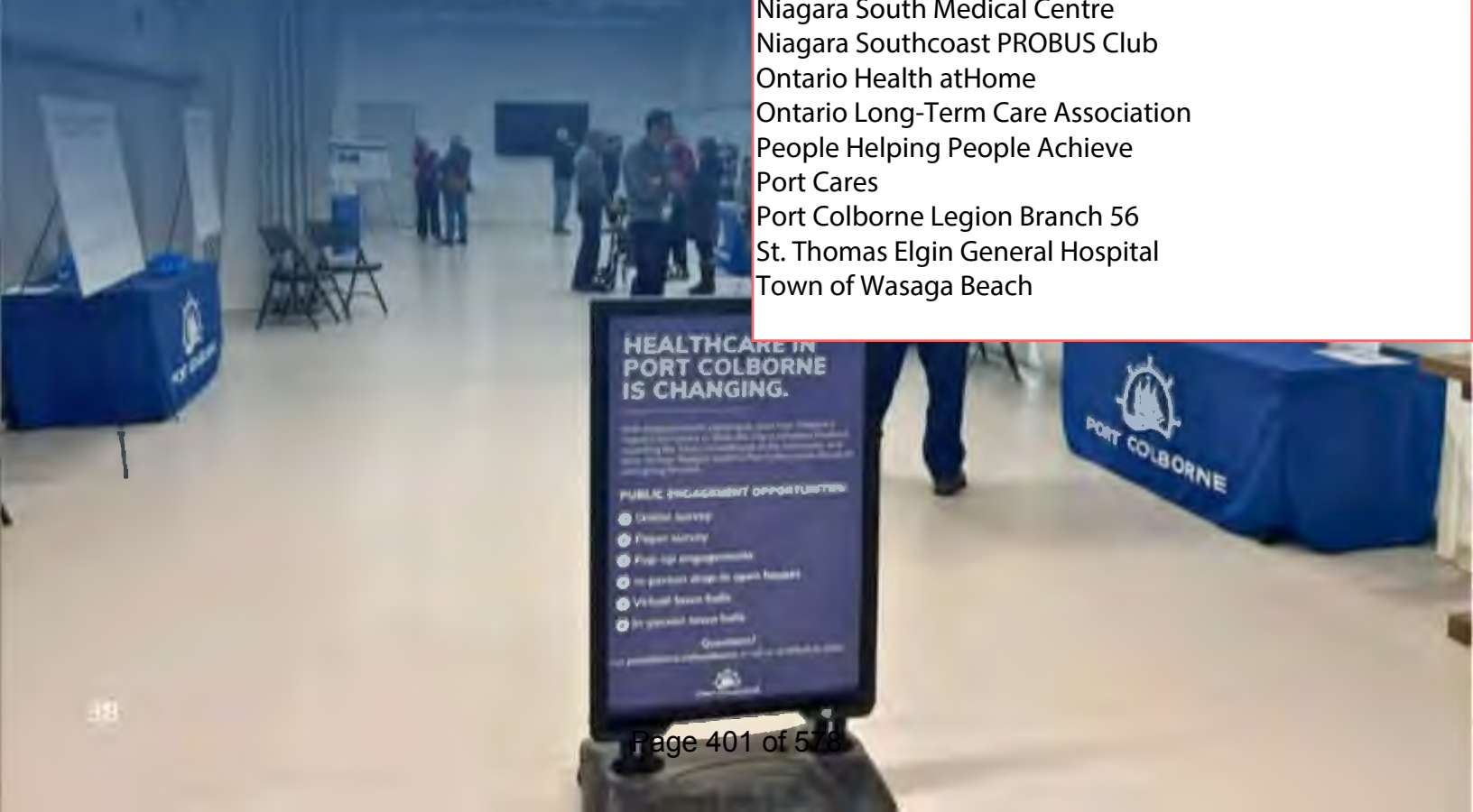
Action Plan

Thank you to everyone who has contribute
experience to this ~~draft to date~~. The Healt
to residents, caregivers, healthcare worke
agencies who have come together to wor
healthcare access in Port Colborne. A spe
Coalition for its ongoing participation, adv
community.

We also extend our sincere appreciation t
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Add here in body: the Welland McMaster Family Health Team, Niagara Practitioners' Health Alliance.

Add bulleted list:
Boggio's Family of Pharmacies
Brant Municipal Enterprises
Centre de santé communautaire Hamilton/Niagara
City of Orillia
Community Living Port Colborne-Wainfleet
County of Brant
County of Renfrew
Dr. David Salanki
Dr. Erica van Daalen
Dr. Jeff Remington
Dr. Norbert Geiger
Regional Councillor Vance Badawey
MP Fred Davies
EarlyON Child and Family Centre
Esri Canada
Friends of 55 Recreation Centre
~~Hope 4 Our Hospital~~
KPMG
Lockview Medical Group
Mapleview Medical Clinic
~~Niagara Economic Development – Physician Recruitment~~ Program
Niagara Emergency Medical Services
Niagara Health
Niagara Region Public Health
Niagara South Medical Centre
Niagara Southcoast PROBUS Club
Ontario Health atHome
Ontario Long-Term Care Association
People Helping People Achieve
Port Cares
Port Colborne Legion Branch 56
St. Thomas Elgin General Hospital
Town of Wasaga Beach



WHAT COMES NEXT

CONNECTED CARE STARTS HERE

Port Colborne's approach to healthcare planning has always been grounded in community, and that continues with this Community Health & Wellness Action Plan.

The challenges facing our residents today are

The challenges facing residents are not new. For decades, local reports have identified the same core issues, difficulty accessing primary care, transportation barriers, an aging population and the need for stronger coordination across services. Planned system changes and growing demand have made coordinated and practical action more important than ever.

There have been some encouraging signs of progress. The Province's recent investment of more than $4.75 million to expand team-based primary care in Port Colborne, Fort Erie and Wainfleet is an important step toward connecting more South Niagara residents to care close to home. The City recognizes and appreciates this investment and the continued partnership of the Province and local healthcare providers.

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design are made at the provincial and regional levels. But municipalities still have a critical role to play. By listening to residents, bringing partners together, advocating clearly and consistently, and tracking progress over time, the City can help ensure that local needs are understood and addressed.

This Action Plan is not the end point

This Action Plan is not the end point—it is where we begin.

Four phases of engagement helped shape and refine the Plan. The final survey confirmed strong community support, with 91 per cent approval for the Plan's overall direction and majority support for all eight Areas of Focus.

Ongoing two-way dialogue and transparent reporting will remain central throughout the Plan's implementation. In September 2026, the City will publicly launch its healthcare data dashboard, developed with Esri Canada, providing residents and partners with access to current local health, demographic and equity data. This evidence-based resource will strengthen accountability and support future planning and advocacy.

Strong healthcare systems are built over time through collaboration, trust and shared responsibility. Together, this work will strengthen Port Colborne's voice in the healthcare system and support a future where residents can access the care they need, close to home and with confidence.

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Strong healthcare systems are built over time through collaboration, trust, and shared responsibility. This Action Plan reflects that approach. It is rooted in local experience, supported by data, and focused on practical next steps that will make a difference in people's daily lives.

Together, this work will help position Port Colborne as a strong, informed voice in the healthcare system, and support a future where residents can access the care they need, close to home, with confidence.

GLOSSARY OF KEY TERMS

This glossary is included to help make healthcare terms easier to understand. Our goal is to ensure that everyone in the community can follow the plan, take part in conversations, and feel confident navigating the healthcare system.

ACCESS TO CARE

The ability for a person to get the healthcare services they need, when and where they need them, without barriers like long wait times, travel, or cost.

AFTER-HOURS CARE

Healthcare services available outside of regular daytime hours, such as evenings, weekends, or holidays.

ALLIED HEALTH PROFESSIONALS

Healthcare workers who are not doctors or nurses but provide important services, such as physiotherapists, social workers, dietitians, and pharmacists.

ALTERNATE LEVEL OF CARE (ALC)

Patients who no longer need hospital care but are waiting for another type of care, such as long-term care or home care.

COMMUNITY HEALTH CENTRE (CHC)

PA local clinic that provides team-based care, often including doctors, nurse practitioners, and social supports, especially for people facing barriers to care.

CONTINUITY OF CARE

Receiving consistent care over time, often from the same provider or team, who understands your health history.

DETERMINANTS OF HEALTH (SOCIAL DETERMINANTS OF HEALTH)

Factors that affect a person's health, such as income, housing, education, transportation, and social support.

DIAGNOSTIC SERVICES

Tests used to find or confirm a health issue, such as X-rays, ultrasounds, bloodwork, or MRIs.

EMERGENCY DEPARTMENT (ED)

A hospital unit that provides emergency care for serious or life-threatening conditions.

FAMILY DOCTOR / PRIMARY CARE PROVIDER

A healthcare professional (doctor or nurse practitioner) who provides regular check-ups, manages ongoing health needs, and coordinates care.

HEALTH EQUITY

The idea that everyone should have a fair opportunity to be as healthy as possible, regardless of income, age, location, or personal circumstances.

HOME AND COMMUNITY CARE

Healthcare and support services provided outside of hospitals, such as home nursing, personal support, and rehabilitation services.

INTERPROFESSIONAL TEAM (TEAM-BASED CARE)

A group of healthcare providers from different backgrounds working together to care for patients (e.g., doctors, nurses, social workers).

MENTAL HEALTH AND ADDICTIONS SERVICES

Support and treatment for mental health challenges and substance use, including counselling, crisis support, and recovery programs.

NIAGARA HEALTH

The organization that operates hospitals in the Niagara region.

NIAGARA ONTARIO HEALTH TEAM (OHT)

A group of healthcare providers and organizations working together to plan and deliver coordinated care in the region.

PRIMARY CARE

The first point of contact in the healthcare system, such as family doctors or nurse practitioners, who provide general care and referrals.

PUBLIC ENGAGEMENT

The process of involving residents and community members in planning and decision-making by gathering their input and feedback.

RURAL AND SMALL COMMUNITY HEALTHCARE

Healthcare delivered in smaller or more spread-out communities, where access may be affected by distance, transportation, and provider shortages.

SYSTEM NAVIGATION

Helping people understand where to go for care and how to access the right services.

URGENT CARE CENTRE (UCC)

A healthcare facility that treats non-life-threatening conditions that still require prompt attention,.

WAIT TIMES

The amount of time a person waits to receive care, whether for an appointment, test, or treatment.

RESEARCH & SOURCES

The following sources reflect the data, research, and partnerships that have guided the development of the City of Port Colborne Community Health and Wellness Action Plan. All listed information can be found online or on the City of Port Colborne website at: www.portcolborne.ca/healthcare

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- City of Orillia
- Town of Collingwood
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COMMUNITY

HEALTH & WELLNESS

ACTION PLAN

CONNECTED CARE. CLOSE TO HOME. FOR EVERY STAGE OF LIFE.



GUIDING PRINCIPLES:

Quality Care We Can Trust:
Everyone in Port Colborne deserves safe, reliable healthcare delivered by professionals who put patients first.

Care When We Need It:
Residents should be able to get help quickly and close to home, without long waits or travel.

People at the Centre:
Healthcare should reflect real lives, listen to residents, and respond to the needs of families and caregivers.

Fair Access for All:
Everyone should be able to get the care they need, regardless of income, where they live, their abilities, or the barriers they face.

A System That Lasts:
We need smart, local solutions that work today and support a healthy community for generations to come.

AREAS OF FOCUS:

- Better Access Through Advanced Primary Care
- Medical Imaging and Lab Services
- Community-Based Care
- Mental Health and Well-Being
- Transportation and Access to Care
- Healthy Resilient Communities
- Equity, Inclusion and Culturally Safe Care
- Community Voice, Accountability and Advocacy

Edit: Accessibility

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- Community Voice, Accountability and Advocacy









PORT COLBORNE

2026-115
Appendix C

COMMUNITY

HEALTH & WELLNESS

ACTION PLAN

***CONNECTED CARE. CLOSE TO HOME.
FOR EVERY STAGE OF LIFE.***

www.portcolborne.ca

905-835-2900

LAND ACKNOWLEDGEMENT

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.

As part of implementing the Community Health & Wellness Action Plan, the City will work in partnership with Indigenous communities and advisors to review and strengthen this acknowledgment so it meaningfully reflects our commitment to Truth and Reconciliation.

The City recognizes that reconciliation is an ongoing journey and is committed to listening, learning, and building relationships founded on respect, trust, and collaboration.

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MESSAGE FROM THE

MAYOR AND CITY COUNCILLORS

Access to healthcare is one of the most important issues facing our community. Across Port Colborne, we have heard clearly from residents that timely, reliable, and local care matters – and that gaps in the system are having a real impact on people's lives.

This conversation is about more than the relocation of services. It is also about building the future of healthcare in our community. Residents deserve access to modern, accessible facilities, a strong range of services, and a skilled team of healthcare professionals who can deliver high-quality care close to home. As our community grows and evolves, so too must the healthcare system that supports it.

In early 2025, the City established a citizen-led Healthcare Advisory Committee to bring local insight and lived experience into this work. We extend our sincere thanks to Chair McDowell, Vice-Chair McGarry and all Committee members for their dedication and contributions to this Action Plan and our community.

With the Committee's guidance, the City has successfully completed four phases of community engagement over the past 18 months, where we heard directly from residents, healthcare providers, community organizations and priority populations. The survey confirmed strong support for the draft Action Plan, with 91 per cent overall approval and majority support for all eight Areas of Focus. This feedback strengthened the final Plan and will continue to guide its implementation.



Council also commissioned an independent healthcare analysis by KPMG to assess local needs, service gaps and future demand over the next 20 years. This research, supported by the City's GIS work with Esri Canada on a public-facing dashboard, has provided a clearer and more current picture of the challenges and opportunities facing Port Colborne. It will help ensure that future decisions and advocacy are grounded in evidence and responsive to the needs of our growing community.

We have committed $1 million over three years to support healthcare advocacy, planning and sustainable local solutions. The Province's recent investment of more than $4.75 million to expand team-based primary care in Port Colborne, Fort Erie and Wainfleet is also an important step forward. We are grateful for this investment and the continued collaboration of the Province and our regional healthcare partners.

This Action Plan moves us from vision to action. It brings together community voices, local experience and current data to guide practical steps today, while building the foundation for longer-term solutions, including the modern, accessible healthcare infrastructure Port Colborne needs and deserves.

To everyone who shared their experiences, ideas and time, thank you. Your contributions have been essential in shaping this Plan. We remain committed to listening, reporting on progress and working together toward a healthier Port Colborne, where care is connected, and close to home for every stage of life.

Thank you,
Mayor Steele & Port Colborne City Council

CITY COUNCIL MEMBERS 2022-2026

Mayor
William Steele

Ward 1
Councillor Mark Bagu
Councillor Dave Elliott

Ward 2
Councillor Eric Beauregard
Councillor Tim Hoyle

Ward 3
Councillor Gary Bruno
Councillor Frank Danch

Ward 4
Councillor Monique Aquilina
Councillor Ron Bodner

MESSAGE FROM THE

CHAIR AND VICE-CHAIR HEALTHCARE ADVISORY COMMITTEE

The Healthcare Advisory Committee was created by City Council to help guide Port Colborne's response to one of the most important issues facing our community, access to healthcare close to home. As a citizen-led committee, our role has been to listen, to learn, and to help shape a path forward that reflects both the realities of the healthcare system and the lived experiences of our residents.

As healthcare professionals ourselves, we bring both personal and professional experience to this work. We have seen first hand how difficult it can be for residents and their families to navigate the system, especially when care is not available close to home.

We would like to extend our sincere thanks to our colleagues on the Healthcare Advisory Committee for their dedication, and to the many individuals and organizations who contributed their time and insight to this draft Action Plan. In particular, we are very grateful to the Port Colborne Health Coalition for their ongoing participation, and to the Niagara Ontario Health Team – Équipe Santé, Bridges Community Health Centre, Welland McMaster Family Health Team, Niagara Practitioners' Alliance, Port Cares, and our local physician groups, who generously shared their expertise and continue to support this community every day. We also want to thank the 30 presenters who brought forward frontline perspectives. Your insights have grounded this work in real experience and helped ensure this Action Plan is practical, informed, and focused on what matters most to the people of Port Colborne.

Over the past 18 months, the Committee has heard from healthcare providers, community organizations, regional partners, and subject matter experts. These conversations have helped us better understand key challenges, our local system pressures and provincial healthcare trends.

Through surveys, conversations, and outreach, residents have clearly told us that healthcare access is becoming more difficult, it's about more than just the closure of our Urgent Care Centre, and that timely, local care matters deeply. Many shared personal stories about the challenges they face. Those voices have stayed with us and continue to guide this work.

It is important to recognize that municipalities do not deliver healthcare services. However, they do have a role to play in advocating for our residents, planning for the future, and bringing partners together. This Committee has worked to do exactly that, helping ensure Port Colborne's voice is heard in regional and provincial conversations, while identifying practical steps that can make a difference locally. We are grateful for the trust and support of City Council, including the critical resources provided to better understand our community's needs through data and external guidance from KPMG and Esri Canada.

This Community Health & Wellness Action Plan represents the next step in that work. It reflects what we have heard, what the data tells us, and what we believe is achievable through collaboration and sustained effort.

We are pleased to see such strong community support for the Action Plan. Thank you to everyone who completed the survey, attended an open house, or shared your experiences and ideas. Your feedback helped strengthen the final Plan and will continue to shape its implementation.

On behalf of the Healthcare Advisory Committee, thank you for being part of this journey. Together, we have built a strong foundation for the future, and we look forward to continuing our work with the community to improve healthcare access and well-being for everyone in Port Colborne.



Sydney McDowell, NP (Chair)



Dr. Philip McGarry, MD (Vice Chair)

COMMITTEE MEMBERS

Sydney McDowell, NP (Chair)

Dr. Philip McGarry, MD (Vice Chair)

Carmen Tamas

Matt Lallouet

Tina Triano

Councillor Monique Aquilina (Non-voting member)

Councillor Ron Bodner (Non-voting member)

Mayor William C. Steele (Ex-officio member)

COMMUNITY PROFILE

22,000
Community Population*

$70,000
Median Household Income*
Provincial Average: $91,000

54.2%
Labour force participation*
Provincial Average: 67.9%

54%
High school diploma or less*
Provincial Average: 32%

2.2
Average household size*
Provincial average 2.6

Port Colborne is a close-knit, resilient community with a strong sense of identity, connection, and pride. Located along the shores of Lake Erie and the Welland Canal, the city offers a high quality of life, growing economic opportunities, and a supportive network of community organizations that work every day to help residents stay healthy and well. The community is experiencing steady growth and new investment, positioning Port Colborne as an increasingly attractive place to live, work, and raise a family. At the same time, residents value the small-town feel, where people know each other, support one another, and expect care to be close to home.

Like many communities across Ontario, Port Colborne is also facing real and growing pressures that affect health and access to care. The population is older than the provincial average, with a higher proportion of seniors, many of whom live alone and may face mobility and transportation challenges. Income and education levels are lower than average, which can make it harder for residents to get information, navigate the healthcare system, access support, and maintain overall health and well-being. Many residents are living with chronic conditions and require ongoing care and support.

Access to healthcare remains one of the most significant challenges. Approximately 2,700 residents do not have a family doctor, and local primary care and after-hours care options are limited. As a result, many people rely on urgent care or emergency services for needs that could be addressed earlier and closer to home. Transportation barriers resulting from limited public transit to hospitals, corresponding lengthy travel times, and specialists outside the community add to these challenges, particularly for seniors and those with limited mobility.

These strengths and pressures exist at the same time. Port Colborne is a community that cares deeply about its residents and is committed to building a healthier future. This Action Plan is grounded in that reality, recognizing both what is working well and where change is needed so that practical, community-driven solutions can be developed to improve access, support well-being, and ensure residents can get the care they need, close to home.

* From Statistics Canada.
** From Primary Care Data Reports for Ontario Health Teams from 2022. From Inspire-PHC.
*** From Port Colborne Healthcare Analysis Report by KPMG (Feb 2026).

OUR VISION:

A healthy and vibrant community embracing growth for future generations.

OUR MISSION:

To provide an exceptional small-town experience in a big way.

OUR VALUES:

Integrity - We interact with others ethically and honourably.
Respect - We treat each other with empathy and understanding.
Inclusion - We welcome everyone.
Responsibility - We make tomorrow better.
Collaboration - We are better together.

2,700
Residents without a family doctor**

33%
Seniors in Port Colborne live alone*
Niagara average: 29%
Provincial average: 27%

20%
Households live below the poverty line*
Niagara average: 16.7%
Provincial average: 14.5%

9.4%
Population growth since last census*
Provincial Average: 5.8%

27%
Residents over the age of 65*
Provincial average: 18%

102%
Projected increase of residents age 75+ by 2050***
Under moderate growth scenario



HEALTHCARE IN PORT COLBORNE

For generations, healthcare has been an important part of life in Port Colborne, shaped by community leadership, local pride, and a shared belief that care should be close to home. This Action Plan is rooted in that same belief. It is hopeful about the future and grounded in a simple idea, every resident should be able to get the care, support, and information they need in a way that is fair, respectful, and easy to access.

This Plan has been shaped by many people. It reflects the voices of residents, caregivers, healthcare workers, community organizations, local leaders, and system partners who shared their time, ideas, and lived experience. It also reflects the commitment of City Council, the Healthcare Advisory Committee, City staff, and many others who helped guide this work to build a stronger foundation for community health and wellness planning.

HISTORY OF THE PORT COLBORNE HOSPITAL SITE

Healthcare in Port Colborne has changed greatly over time. When the local hospital first opened its doors in 1951, it was made possible through community fundraising and local support. For many years, it served as a full-service hospital and an important part of life in the city. Over time, healthcare services across Niagara, as well as Ontario, became more regionalized. Governance was centralized through the Niagara Health System amalgamation in the early 2000's, services were reorganized, and more care began to move to other communities. In Port Colborne, that meant a gradual reduction in local hospital services and a shift to an Urgent and Complex Care Centre (UCC) in 2010. Over time, primary care in the community did not develop at the same pace as in other municipalities, and residents came to rely heavily on the UCC for access to urgent and primary care.



1951 — Full-Service Hospital.

2000 — Port Colborne Hospital amalgamated into broder Niagara Health System.

2010 — Downgraded from full-service hospital to Urgent Care Centre. Open 24/7.

2015 — Niagara Health submits new Master Plan to Ministry of Health; includes three-hospital model.

2023 — Urgent Care Centre hours reduced to 10 per day. Some weekend and holiday closures.

2028 — Planned Site Closure. Transfer of all Niagara Health services to Welland Hospital.

RECENT PROGRESS AND CHANGES

We reached another turning point in December 2024, when Niagara Health reaffirmed previously announced plans to close the Port Colborne UCC, as part of the regional model approved by the Province in 2017. This raised concerns in the community about access, travel, fairness, and the future of healthcare in Port Colborne. In response, City Council approved a broad community engagement process to hear directly from residents and better understand local needs and priorities. Thousands of people took part through surveys, public meetings, open houses, and other engagement opportunities. The message was consistent, local healthcare matters, and the community wants to be part of shaping its future.

Council also established the Healthcare Advisory Committee to help guide this work and keep local voices at the centre of planning. The committee began its work in June 2025 and has played an important role by bringing lived experience, community insight, and practical advice to the table. At the same time, Council committed funding in support of healthcare planning, advocacy, and long-term local solutions, recognizing that while the City traditionally does not have jurisdiction in healthcare service planning and delivery, it does have an important role in bringing people together, planning ahead, speaking up for the community to help support better health outcomes.

MOVING FORWARD TOGETHER

To build a strong evidence base for this Action Plan, an independent healthcare analysis was completed by KPMG to better understand local needs, service use, access barriers, as well as future pressures. Work with Esri Canada, the world leader in mapping, is also helping to support a more data-informed picture of the community, including visual tools that strengthen planning, advocacy, and long-term decision-making. Together, this work has helped to create a clearer understanding of both the risks facing Port Colborne and the opportunities to build a sustainable and healthier future.

This Action Plan is the result of that journey so far. It brings together community input, local knowledge, research, and a shared commitment to care close to home. It is built around eight areas of focus that reflect what matters most to residents and where action is needed most. The goal is not only to respond to change, but to work together toward something better, a future where healthcare in Port Colborne is more connected, more inclusive, and easier to access at every stage of life.

THE CITY'S ROLE IN STRENGTHENING LOCAL HEALTHCARE

Improving healthcare requires shared responsibility. The City plays a different role than healthcare providers and the Province, but that role is still important. While the City does not deliver or fund healthcare services directly, it has a meaningful role in shaping the conditions that support health and well-being in the community. This includes listening to residents, identifying local needs and gaps, and working with partners across the healthcare system to help improve access and coordination. By bringing people together and keeping a strong focus on local priorities, the City can help ensure that decisions are informed by real experiences and reflect what matters most to residents.

This section outlines how the City can take action across four key areas: leading, supporting, influencing, and advocating. Each role reflects a different way the City can contribute to improving healthcare outcomes, from driving community engagement and supporting local initiatives to influencing broader planning decisions and advocating for needed investments. Together, these actions help create a more connected and responsive system, strengthen access to care close to home, and ensure that the needs of Port Colborne residents are clearly represented at every level.



THE CITY WILL LEAD

- Community engagement and listening to residents.
- Bringing partners together to support local solutions.
- Sharing information and improving awareness of available services.
- Tracking progress and reporting back to the community.
- Investments that create real progress.

THE CITY WILL SUPPORT

- Local physician and healthcare provider recruitment efforts.
- Community-based programs and partnerships that improve health and well-being.
- Coordination between organizations working in health, housing, and social services.

THE CITY WILL INFLUENCE

- Regional healthcare planning through participation and collaboration with partners.
- How healthcare needs are considered in local planning decisions (e.g., growth, transit, accessibility).

THE CITY WILL ADVOCATE FOR

- Increased provincial funding for primary, urgent, and emergency care, including critical diagnostic and lab services.
- Timely access to care close to home.
- Solutions that address transportation and access barriers.
- A healthcare system that reflects the growing needs of Port Colborne residents.

COUNCIL ACTIONS TO DATE

- Committed a $1-million Council investment over three years to support healthcare advocacy, planning, and long-term solutions, helping advance local priorities and strengthen the community's voice in broader healthcare discussions.
- Conducted community-wide engagement throughout 2025 and into 2026 to better understand local needs, challenges, and priorities, ensuring the Action Plan is grounded in real experiences and reflects what matters most to residents.
- Established a citizen-led Healthcare Advisory Committee to provide local insight and lived experience, bringing community voices directly into the planning process and helping guide meaningful, practical solutions.
- Commissioned an independent health services analysis with KPMG to assess system planning and service delivery over the next 20 years, providing clear data and evidence to inform long-term decision-making.
- Developed an interactive health data dashboard with Esri Canada, to support physician recruitment, health neighbourhood planning, and the coordination of future community-based services.

WHAT ARE SOCIAL DETERMINANTS OF HEALTH?

Social determinants of health are the everyday conditions that influence a person's ability to stay healthy, beyond just medical care. They include factors like income, housing, education, employment, social supports, and access to healthy food and safe environments. These conditions shape health outcomes over time, often having a greater impact than healthcare itself, by either creating opportunities for good health or contributing to barriers and inequities within a community.

What makes Canadians sick?

50% YOUR LIFE

- Race
- Income
- Gender
- Disability
- Education
- Social Exclusion
- Social Safety Net
- Indigenous Status
- Community Belonging
- Housing/ Homelessness
- Safe and Nutritious Food
- Early Childhood Development
- Employment/ Working Conditions

25% YOUR HEALTHCARE

- Access to Healthcare
- Health Care System
- Wait Times

15% YOUR BIOLOGY

- Biology
- Genetics

10% YOUR ENVIRONMENT

- Air Quality
- Civic Infrastructure

What does it mean for Port Colborne?



84%

Port Colborne residents live in neighbourhoods facing the **high or highest social determinants of health risks**

Provincial average: 15%



52%

Residents are 52% more likely to use ED/UCC services for chronic conditions

Compared to provincial average

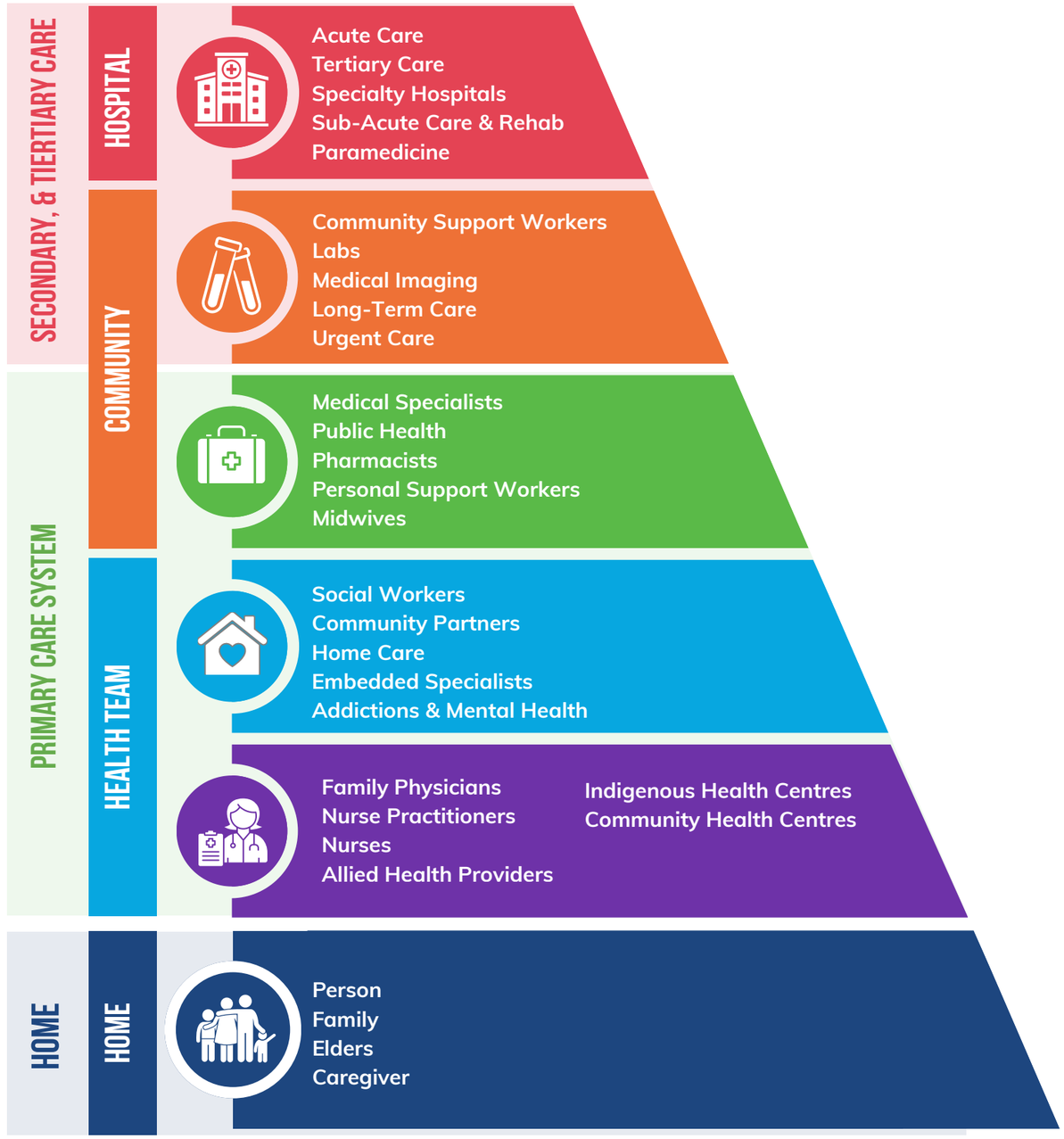


95%

Residents are 95% more likely to use ED/UCC services for acute conditions

Compared to provincial average

HOW THE HEALTH SYSTEM WORKS



COMMUNITY INSIGHTS & ENGAGEMENT

At the heart of this Action Plan are the voices of Port Colborne residents. Through a multi-phase engagement process, community members, partners, and healthcare experts shared their experiences, ideas, and priorities for the future of care. This work has been guided by a commitment to clear information, inclusive participation, and transparent decision-making.



PHASE ONE: January to April 2025

The first phase of community engagement was approved by Council in late January 2025 and brought together more than 2,000 completed surveys and over 10,000 comments. Residents shared their input through open houses, town halls, virtual sessions, pop-ups, and conversations with working groups and Council committees. The message was clear. Access to healthcare is becoming more difficult, and residents want care that is closer to home, easier to navigate, and available when they need it.



PHASE TWO: April 2025 - ongoing

What we heard in Phase One helped shape the work of the Healthcare Advisory Committee. The Committee meets bi-weekly to review research and data, and to bring together community members and healthcare professionals to share ideas and practical solutions. So far, the Committee has heard from 25+ presenters, including healthcare providers, community organizations, and regional partners. Members have also visited hospitals, urgent care centres, and other clinical settings. The goal is to better understand the challenges people are facing and the opportunities ahead.



PHASE THREE: December 2025 to February 2026

To support its work and ensure decisions are grounded in evidence and practical solutions, the Committee engaged KPMG to complete a healthcare analysis. KPMG worked closely with the Committee and local partners to better understand service gaps, barriers to access, and future needs. This work confirmed what residents shared in Phase One and added clear data to guide next steps. This draft Action Plan brings everything together and reflects community input, partner insights, and the data on current and future healthcare needs.



PHASE FOUR: May to July 2026

From May 5 to July 2, 2026, the City completed the fourth phase of community engagement, focused on the draft Action Plan. The survey confirmed strong support, with 91 per cent overall approval and majority support for all eight Areas of Focus. Residents and partners shared feedback through online and paper surveys, in-person open houses, focus groups and discussions with priority populations. This feedback helped refine language and clarify actions included in the final Plan before it was approved by the Healthcare Advisory Committee in July, and City Council in August 2026.



PHASE FIVE: July 2026 to 2030

Community input will continue to be an important part of how this plan proceeds and engagement with the healthcare system continues to grow. Ongoing engagement will take place through the work of the Healthcare Advisory Committee over its four-year term, as well as through touchpoints with Committees of Council, focus groups, surveys, and continued conversations with residents, partners, providers and organizations. This will help track progress, respond to change, and make sure the plan remains grounded in real community needs over time.

January 2025 — Council launches first phase of healthcare engagement.

June 2025 — Port Colborne Healthcare Advisory Committee work begins.

August 2025 — Public delegations invited to speak at the Healthcare Advisory Committee.

November 2025 — Primary Care Funding Requested by Niagara Ontario Health Team.

December 2025 — KPMG Commissioned to complete study on Port Colborne.

January 2026 — Esri Canada healthcare dashboard project begins.

April 2026 — Draft Community Health & Wellness Action Plan published.

May 2026 — Community Engagement on draft Community Health & Wellness Action Plan begins.

August 2026 — Final Community Health & Wellness Action Plan to be considered for approval by City Council.

September 2026 — Business Case Development and Implementation begins.



VISION FOR A HEALTHY PORT COLBORNE:

Connected Care, Close to Home for Every Stage of Life.

PURPOSE: To improve access to timely and barrier-free healthcare services for all residents of Port Colborne.

GUIDING PRINCIPLES:

Quality Care We Can Trust:
Everyone in Port Colborne deserves safe, reliable healthcare delivered by professionals who put patients first.

Care When We Need It:
Residents should be able to get help quickly and close to home, without long waits or travel.

People at the Centre:
Healthcare should reflect real lives, listen to residents, and respond to the needs of families and caregivers.

Fair Access for All:
Everyone should be able to get the care they need, regardless of income, where they live, their abilities, identity or the barriers they face.

A System That Lasts:
We need smart, local solutions that work today and support a healthy community for generations to come.

The Action Plan is organized into eight key areas of focus. For each area, we've brought together what the community shared through public engagement, what the data and research show about local needs, and a clear set of actions to guide our response. This approach ensures each priority is grounded in both lived experience and evidence, with practical steps to move forward.



AREA OF FOCUS

BETTER ACCESS THROUGH ADVANCED PRIMARY CARE

Primary care is the front door to the healthcare system. It is where people go for check-ups, ongoing care, early diagnosis, and help navigating services. When access to primary care is strong, people stay healthier and fewer residents need to rely on hospitals or emergency care.

In Port Colborne, access to primary care is already limited. Many residents do not have a family doctor or cannot get timely appointments. These challenges are felt most by seniors, low-income residents, and those without reliable transportation. As a result, more people are turning to urgent care for needs that should be addressed earlier.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Hard to find a family doctor or same-day care

Many Port Colborne residents do not have a family doctor or cannot access same-day care.

Using urgent care for everyday health needs

The Port Colborne UCC is often used for care that should happen in a primary care setting.

Wanting more local care options

Residents want more local options, including after-hours care, walk-in clinics, and team-based care.

Worried about losing urgent and after-hours care

There is concern about losing access to urgent, after-hours care and related services when the Port Colborne UCC closes in 2028.

Challenges getting care outside the city

Travelling outside the city for care creates barriers, especially for seniors and those without a vehicle.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Limited access to primary care is driving higher use of urgent and emergency care (2,700 residents without a family doctor and a shortage of at least five physicians).
- Evidence across Ontario shows that strong primary care improves access and reduces pressure on hospitals.
- Demand for care will continue to grow as the population increases and ages. Port Colborne residents visit emergency departments more often than the provincial average.
- Gaps in primary care access disproportionately affect residents already facing the greatest barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Attract More Primary Care Providers

Advocate for more primary care providers by working with regional and provincial partners to bring stable, long-term funding and recruitment support to Port Colborne.

Improve After-Hours Access

Advocate for improved after-hours access and explore pathways for 24/7 on-call coverage similar to models in other rural municipalities in Ontario.

Urgent Care Coverage

Work with the province and local providers to secure sustainable funding to fill service gaps for urgent and time-sensitive injuries and illnesses (e.g. cuts, minor burns, eye injuries, sprains, fevers, and ENT issues).

Expand Team-Based Care

Support team-based care models that include nurse practitioners, allied health professionals, paramedicine, and wrap-around services.

Create Modern Spaces for Care

Support the development of modern spaces for care, including new or expanded clinic locations and leverage virtual care technology.

Measure Progress and Impact

Track and report on progress, including attachment rates, service use, and community feedback, to support ongoing planning and advocacy.

AREA OF FOCUS

MEDICAL IMAGING AND LAB SERVICES

Healthcare does not stop at a doctor's visit. People also need timely access to tests, medical imaging, lab work, and specialist care. These publicly funded services help diagnose issues early, guide treatment, and prevent serious health problems. That need is especially clear in Port Colborne, where many of these services are already limited or require travel outside the community.

Residents often leave the city for scans, fracture care, and specialist visits. For those with lower incomes, limited mobility, caregiving responsibilities, or no access to a vehicle, even routine care can become difficult to access. Strengthening local access to these services will make care faster, more equitable, and easier to navigate.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Medical imaging and diagnostics are important

Residents want to keep the local X-ray, ultrasound, and lab services that are currently publicly funded and associated with the UCC.

Worried about losing more services over time

There is concern about losing even more healthcare services over time due to centralization or privatization of hospital-based services.

Travel for care is difficult and costly

Travelling for tests and appointments is stressful, costly, and time-consuming, and can be a concerning barrier to diagnosis and treatment.

Support for MRI and specialized care closer to home

Strong support exists for a South Niagara MRI and more specialized care to better serve Port Colborne, Wainfleet and Fort Erie.

Conveniently located care

Co-locating services is preferred and seen as more convenient. Healthcare services should be available on both sides of the Welland Canal.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Local access to testing and same-day clinical services is essential to timely care.
- When residents must travel farther for basic services, delays increase and some people choose not to seek care.
- Limited access to medical imaging and diagnostics can lead to later diagnoses and increased pressure on urgent and emergency care.
- Maintaining local services is especially important for residents facing transportation, financial, or mobility barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Protect Local Medical Imaging and Diagnostic Services

Advocate to maintain local diagnostic services, including X-ray, ultrasound, and lab services, as essential components of care close to home.

Expand Access to Medical Imaging and Diagnostics

Support opportunities to expand services in South Niagara, including access to MRI and other diagnostics, to reduce wait times and travel.

Bring Specialists Closer to Home

Enable local access to visiting specialists and outpatient services by supporting clinic space and community partnerships, with healthcare services being available on both sides of the Welland Canal.

Support One-Stop Care Models

Promote co-located care models that bring multiple services together to improve access and patient experience.

Reduce the Need to Travel for Care

Work with partners to reduce unnecessary travel for routine and non-emergency care through better coordination and planning.

AREA OF FOCUS

COMMUNITY-BASED CARE

Most healthcare should not happen in a hospital. Many residents need support closer to home, including home care, chronic disease management, rehabilitation, caregiver support, palliative care, and services that help people stay safe, healthy, and independent. This is especially important in Port Colborne, where the population is older than average and demand for care is growing.

At the same time, residents of all ages face barriers to accessing the support they need. Aging, chronic illness, disability, mobility challenges, mental health needs, and social isolation often overlap. Without the right supports in place, it becomes harder for people to stay well at home. Strengthening community-based care will help residents maintain independence, support families and caregivers, and reduce avoidable hospital visits.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Need for More Local Support for Seniors and Families

Seniors, families and caregivers need more support close to home.

Demand for Preventative Care and Reduced Hospital Visits

People want more services that help prevent illness and reduce hospital visits, and improved access and reduced wait times for women's health services such as preventative screening and reproductive health.

Strong Support for Connected, Community-Based Care

There is strong support for more connected, local care and wellness services for all ages.

Challenges Navigating a Fragmented Care System

Navigating between primary care, specialists, and hospital services is difficult and often fragmented.

Long Wait Times for Community Services

Wait time for some community-based services, such as long term care beds, or physiotherapy can take months.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- There are gaps in care between home, primary care, and hospital services, especially during transitions.
- Supporting seniors, families, and caregivers is central to future health and wellness planning.
- Strong community-based care improves quality of life and reduces pressure on hospitals.
- Residents with complex needs, limited mobility, lower incomes, or limited social support are most affected by these gaps.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Expand Local Home and Community Care Services

Work with healthcare and community partners to support the expansion of local home and community-based care services.

Advocate for More Long-Term and Transitional Care Capacity

Advocate for increased capacity in long-term care, hospice, palliative and transitional care, recognizing growing demand in the community.

Support Aging in Place for Residents

Support aging in place by advocating for services and programs that help residents remain safely at home.

Strengthen Support for Caregivers and Families

Strengthen support for caregivers and families through partnerships, awareness, and local resources.

Improve Care Coordination and Transitions

Promote better care coordination and transitions, including discharge, recovery, and follow-up supports.

Plan for Future Community Care Needs

Align health planning and recruitment with future growth to anticipate care needs and ensure sustainable access to food, housing, social services, and community development.

AREA OF FOCUS

MENTAL HEALTH AND WELL-BEING

Mental health is a key part of overall health. People need timely, compassionate support for mental health and substance use, just as they do for physical health. Early support can prevent crisis, reduce hospital use, and improve quality of life.

In Port Colborne, these needs are often linked to broader challenges such as housing instability, isolation, trauma, and barriers to care. Addressing mental health requires more than treatment alone. It requires better connections between services, stronger community supports, and easier pathways for people to get help early, before issues become more serious.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Expand Local Mental Health and Addictions Support

Mental health and addictions support should continue to be available locally.

Improve Connections Between Healthcare, Social, and Community Services

Residents want better connections between healthcare, social services, and community supports to improve health outcomes.

Focus on Early Support to Prevent Crises

Residents want timely support to help prevent issues from escalating.

Recognize Mental Health as a Growing Community Priority

Mental health has emerged as a clear and urgent priority for residents.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Mental health and addictions support must be part of the core strategy, not an add-on.
- Earlier access and stronger local coordination can improve outcomes and reduce crisis-driven care.
- Well-being depends on connecting healthcare with social and community supports.
- People facing social and economic barriers may be at greater risk and need more flexible, local, and welcoming pathways to access support.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Strengthen Coordination and Accountability Across Health, Community and Social Services.

Support stronger coordination between healthcare providers, community organizations, and social services, while tracking outcomes to measure impact.

Advocate for Greater Access to Local Mental Health and Addictions Services

Advocate for increased access to local mental health and addictions services, including sustainable funding and programs for women and youth.

Make Services Easier to Find Through Awareness and Navigation

Improve awareness and navigation of services so residents can easily find the help they need.

Promote Prevention and Early Intervention

Promote prevention and early intervention through partnerships, education, and community-based initiatives.

Integrate Mental Well-Being Into Community Planning

Embed mental well-being across all areas of planning, recognizing its connection to housing, social supports, and overall community health.

AREA OF FOCUS

TRANSPORTATION AND ACCESS TO CARE

Access to healthcare is not just about whether services exist. People also need to be able to reach them and understand how to use them when they need care. Long travel times, limited transit options, cost, and confusion about where to go can all delay care or prevent people from accessing it altogether.

These challenges are not experienced equally. They are often hardest on seniors, people with disabilities, low-income households, caregivers, and residents without access to a vehicle. As more healthcare services are delivered outside the community, transportation and system navigation must be treated as a core part of healthcare access.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Transportation is a Major Barrier

Transportation challenges were consistently identified as the leading barrier to accessing care.

Travel Challenges for Seniors and Those Without Vehicles

Travel outside Port Colborne to see specialists or to access after-hours emergency care is especially hard for seniors who live alone and people without a vehicle.

Need for Clearer Information on Where to Access Care

Residents want clearer information about where to go for different types of care.

Concerns About Growing Travel Barriers as Services Change

There is concern that travel challenges will increase as local services change, and residents want the City to advocate for adequate EMS and paramedic training and increased capacity.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Transportation is a healthcare access issue, not just a transit issue.
- Travel time, cost, and system complexity create real barriers and inequities.
- Without proactive planning, access challenges will continue to grow over time.
- Clear information and practical supports are essential, especially for residents facing multiple barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Enhance Transportation Options for Medical Appointments

Work with partners to improve transportation options for medical appointments, including flexible and community-based solutions.

Prioritize Support for Residents Facing the Greatest Barriers

Prioritize support for residents facing the greatest barriers, including seniors, people with disabilities, and low-income households.

Improve Access to Information

Centralize and improve access to clear, simple information so residents know where to go and how to access care.

Increase Awareness of Available Transportation Supports

Increase awareness of existing transportation supports, including medical travel and assistance programs.

Integrate Healthcare Access into Transit and Mobility Planning

Integrate healthcare access into local transit and mobility planning to better reflect current and future needs.

Bring Care Closer to Home Through Local Services

Support opportunities to bring services closer to home, such as mobile clinics and visiting specialists, to reduce the need for travel.

AREA OF FOCUS

HEALTHY RESILIENT COMMUNITIES

Health is shaped by more than healthcare. It is also shaped by housing, food, recreation, social connection, safe streets, walkable neighbourhoods, and access to community spaces. These everyday conditions affect whether people can stay healthy and independent over time.

This broader view matters because some residents face barriers in their daily lives that impact their health long before they enter a clinic or hospital. Building a healthier community means reducing those barriers, supporting healthy aging, and making it easier for people to live well where they are.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Desire for a Healthier Community Beyond Healthcare Services

Residents want a healthier community, not just more healthcare services.

Value Placed on Recreation, Green Space, and Social Connection

Residents view access to natural areas, walkability, and community as key contributors to overall quality of life.

Seniors Want to Stay Active, Included, and Independent

Health and well-being are shaped by opportunities to stay engaged, supported, and age safely at home.

Recognition of Social Factors That Impact Health

Residents recognize that housing, food, transportation, and neighbourhood design affect health.

Growing Concern Around Food Insecurity

Food insecurity is a growing concern, with more individuals and families relying on local supports.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Health outcomes are shaped by both healthcare services and everyday living conditions.
- Prevention and wellness improve quality of life and reduce long-term pressure on the healthcare system.
- Municipal planning and programs play an important role in supporting the social determinants of health.
- A stronger focus on prevention must prioritize residents and neighbourhoods facing the greatest barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Embed Health in Municipal Planning and Decision-Making

Apply a health lens to municipal planning, policies, and major decisions, ensuring the City's role in leading, partnering, and advocating for healthier, more resilient communities is clearly defined and communicated.

Prioritize Equity for Underserved Residents and Neighbourhoods

Focus on equity by prioritizing underserved residents and neighbourhoods facing the greatest barriers.

Support Walkable, Age-Friendly, Complete Communities

Support the development of complete, walkable, and age-friendly communities through planning and policy.

Align Health and Wellness Goals Across City Services

Promote collaboration across City departments to ensure municipal services, programs, and initiatives contribute to improved community health and well-being.

Strengthen Community Food Security Initiatives

Work with community partners to support food security initiatives, such as community gardens and local nutrition programs.

AREA OF FOCUS

EQUITY, ACCESSIBILITY AND CULTURALLY SAFE CARE

A strong health system should work for everyone. People should be able to get care and information in ways that are fair, respectful, understandable, and welcoming, regardless of age, income, language, ability, culture, identity, or background.

This includes making sure healthcare planning reflects the needs of residents who may face barriers or be underserved. It also means recognizing that trust matters. People are more likely to seek care, ask questions, and stay connected to services when they feel respected, understood, and included.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Desire for Inclusive Healthcare Planning for All Residents

Healthcare planning should reflect the diverse needs and experiences of all residents, including underserved and marginalized communities.

Respectful, Culturally Aware Care and Reconciliation

People support respectful, culturally aware care and want to see stronger commitments to Truth and Reconciliation and relationship-building with Indigenous communities.

Need for Clearer, More Accessible Information

Residents want healthcare and City information to be easier to understand and accessible for people of all abilities.

Importance of Access to French-Language Services

People emphasized the importance of accessible French-language healthcare and key City services in a designated French-language service area.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Equity must be built into planning from the beginning.
- Language, culture, trust, and lived experience all shape access to care.
- Priority populations experience unique barriers that should be reflected in healthcare planning.
- Inclusive planning leads to stronger services and better outcomes.
- Equity should guide how all priorities are planned and delivered.
- Port Colborne's distinct Indigenous and Francophone communities highlight the need for culturally safe and linguistically appropriate care.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Consider Health Equity in Municipal Planning and Decision-Making

Embed equity and inclusion across all planning, engagement, and communication.

Ensure Diverse Voices Are Included in Decision-Making

Work with community partners such as Bridges Community Health Centre and Port Cares, to ensure diverse voices are included, especially Ontario priority populations and those facing barriers to care.

Strengthen Relationships with Indigenous Communities

Advance the City's journey of Truth and Reconciliation while building trust and understanding to support culturally safe approaches to health and care.

Build Capacity for Inclusion, Accessibility, and Cultural Safety

Build internal and external awareness and capacity around inclusion, accessibility, and cultural safety throughout city programs, policies and practices.

Collaborate on Inclusive Healthcare Planning

Collaborate with regional partners, including the Niagara Ontario Health Team- Équipe Santé Ontario Niagara, to support inclusive healthcare planning and engagement.

Enhance Access to Francophone Services and Bilingual Information

Services in French support equitable access and better health outcomes for Francophone residents.

AREA OF FOCUS

COMMUNITY VOICE, ACCOUNTABILITY AND ADVOCACY

Healthcare planning is strongest when it is guided by local experience, good information, and clear follow-through. It is also important to understand how the system works (see page 36).

While the City does not deliver or fund healthcare, it plays an important role in listening to residents, bringing partners together, advocating for local needs, and tracking progress over time.

This role should be carried out in a way that is open, practical, and accountable. Residents need to see how their input has shaped the strategy, what actions are being taken, and how progress will be measured and shared. Ongoing involvement and clear communication will help build trust between the community and Council, and keep the Action Plan grounded in community needs.

THE COMMUNITY SAID

What we heard through surveys, open houses, and conversations with residents:

Desire for Council Advocacy on Local Healthcare Needs

Residents want City Council to keep speaking up for local access to healthcare services, specifically increased options for after-hours care, and 24/7 access to urgent and emergency care.

Need for Clear Updates on Changes and Reasons

People want clear updates about what is changing and why.

Value of Community Input in Planning

Community members value having a voice in healthcare planning.

Importance of Evidence-Based, Locally Relevant Decisions

Residents want decisions based on evidence and real local realities.

THE RESEARCH SHOWED

What the data tells us about access to care in our community:

- Progress must be tracked and reported in a clear and accessible way.
- Public trust grows when people see action and regular follow-up.
- Strong local coordination helps the community respond to change more effectively.
- Accountability includes understanding whether improvements are reaching residents facing the greatest barriers.

STEPS IN OUR ACTION PLAN

What we're doing to address these needs and strengthen access to care in Port Colborne:

Engage the Community Through Ongoing Advisory Groups

Keep community voices involved through ongoing engagement, meetings with committees of Council, and community advisory groups.

Provide Regular Updates to Council and the Community

Report regularly to Council and the community on progress and outcomes.

Use Clear Data and Indicators for Transparent Decision-Making

Share data openly and use clear, simple indicators to support transparent decision-making.

Strengthen Partnerships Across Health and Community Organizations

Strengthen partnerships across healthcare, community organizations, and all levels of government.

Maintain Consistent Advocacy on Local Healthcare Priorities

Maintain focused and consistent advocacy on Port Colborne's healthcare priorities.

Coordinate Partners to Align Priorities and Monitor Progress

Bring partners together through a local coordination or steering group to align priorities and monitor progress.

WHO DOES WHAT IN HEALTHCARE?

MUNICIPALITIES (i.e. The City of Port Colborne)

In Ontario, municipalities do not provide healthcare services, but they still play an important role in supporting community health. Some municipalities, including the City of Port Colborne, advocate for local healthcare needs, bring partners together to support solutions, share information with residents, plan for current and future community health needs, make investments, and track progress over time. This means the City helps ensure residents' voices are heard and works to improve access to care locally, even though healthcare delivery itself is the responsibility of the Province and healthcare providers.

PRIMARY CARE PROVIDERS (i.e. Doctors & Nurse Practitioners)

Primary care providers, including doctors and nurse practitioners, are your main point of contact for everyday healthcare. They provide regular check-ups, diagnose and treat common health issues, refer you to specialists or tests when needed, and help manage long-term health conditions. Their role is to support your overall health and help you stay well through ongoing, consistent care.

COMMUNITY-BASED CARE PROVIDERS

(i.e. Home Care, Community Health Centres, Support Services)

Community-based care providers, including home care, community health centres, and support services, deliver care outside of hospitals, often in your home or community. They provide nursing, rehabilitation, and personal support, while supporting seniors, caregivers, and people with ongoing health needs. These providers offer mental health, addiction, and social supports, help coordinate care after hospital stays, and help people recover, stay independent, and avoid unnecessary hospital visits.

NIAGARA HEALTH, WEST LINCOLN, HALDIMAND WAR MEMORIAL, HOTEL DIEU SHAVER HOSPITALS

Hospitals and healthcare organizations across Niagara and surrounding regions provide emergency, urgent, inpatient, surgical, rehabilitation and diagnostic services. These facilities offer hospital-based and specialized care, including imaging and laboratory services.

NIAGARA REGION PUBLIC HEALTH AND EMERGENCY MEDICAL SERVICES (EMS)

Niagara Region Public Health promotes health and prevents illness through vaccinations, inspections, education, and monitoring community health risks. Niagara EMS provides 24/7 emergency assessment, treatment and transportation, along with community paramedicine programs. Together, these regional services help prevent illness, respond to emergencies, and support the health and well-being of residents.

ONTARIO HEALTH TEAMS (OHTS)

Ontario Health Teams plan and coordinate care across the region by connecting hospitals, doctors, and community services. They work to improve access and reduce gaps in care, helping make the system more connected and easier to navigate.

PROVINCE OF ONTARIO

The Province of Ontario funds healthcare services, sets policy and priorities, decides where services and funding are allocated, and approves major infrastructure projects such as new or redeveloped hospitals. The province makes the key decisions about how the healthcare system operates and where resources are invested.

GOVERNMENT OF CANADA

The Government of Canada provides funding to provinces for healthcare, such as through the Canada Health Transfer, and sets national standards and legislation, including the Canada Health Act. It also supports public health, research, and data collection, and funds programs for Indigenous health and priority populations. The federal government helps fund healthcare and set national standards, while provinces decide how care is delivered.

ACKNOWLEDGEMENTS

Thank you to everyone who has contributed their time, ideas, questions, and lived experience to this Action Plan. The Healthcare Advisory Committee is especially grateful to residents, caregivers, healthcare workers, community organizations, and partner agencies who have come together to work toward practical solutions to improve healthcare access in Port Colborne. A special thank you to the Port Colborne Health Coalition for its ongoing participation, advocacy, research, and deep commitment to the community.

We also extend our sincere appreciation to key partners who have consistently helped inform this work, including the Niagara Ontario Health Team – Équipe Santé Ontario Niagara, Bridges Community Health Centre, Welland McMaster Family Health Team, Niagara Practitioners' Health Alliance, Port Cares, our local physician groups, allied health professionals, frontline experts, and many others across the health system. Their willingness to share knowledge, challenge assumptions, and work collaboratively has strengthened this process and helped shape a more informed path forward for our community.

Boggio's Family of Pharmacies
Brant Municipal Enterprises
Centre de santé communautaire Hamilton/Niagara
City of Orillia
Community Living Port Colborne-Wainfleet
County of Brant
County of Renfrew
Dr. David Salanki
Dr. Erica van Daalen
Dr. Jeff Remington
Dr. Norbert Geiger
Regional Councillor Vance Badawey
MPP Sam Oosterhoff
MP Fred Davies
EarlyON Child and Family Centre
Esri Canada
Friends of 55 Recreation Centre
Hope 4 Our Hospital
KPMG
Lockview Medical Group
Mapleview Medical Clinic
Niagara Economic Development– Physician Recruitment Program
Niagara Emergency Medical Services
Niagara College
Niagara Health
Niagara Region Public Health
Niagara South Medical Centre
Niagara Southcoast PROBUS Club
Ontario Health atHome
Ontario Long-Term Care Association
People Helping People Achieve
Port Colborne Legion Branch 56
Town of Wasaga Beach
YMCA Port Colborne



CONNECTED CARE STARTS HERE

Port Colborne's approach to healthcare planning has always been grounded in community, and that continues with this Community Health & Wellness Action Plan.

The challenges facing residents are not new. For decades, local reports have identified the same core issues, difficulty accessing primary care, transportation barriers, an aging population and the need for stronger coordination across services. Planned system changes and growing demand have made coordinated and practical action more important than ever.

There have been some encouraging signs of progress. The Province's recent investment of more than $4.75 million to expand team-based primary care in Port Colborne, Fort Erie and Wainfleet is an important step toward connecting more South Niagara residents to care close to home. The City recognizes and appreciates this investment and the continued partnership of the Province and local healthcare providers.

This Action Plan is not the end point — it is where we begin.

Four phases of engagement helped shape and refine the Action Plan. The final survey confirmed strong community support, with 91 per cent approval for the Plan's overall direction and majority support for all eight Areas of Focus.

Ongoing two-way dialogue and transparent reporting will remain central throughout the Plan's implementation. This fall, the City will publicly launch its healthcare data dashboard, developed with Esri Canada, providing residents and partners with access to current local health, demographic and equity data. This evidence-based resource will strengthen accountability and support future planning and advocacy.

Strong healthcare systems are built over time through collaboration, trust and shared responsibility. Together, this work will strengthen Port Colborne's voice in the healthcare system and support a future where residents can access the care they need, close to home and with confidence.

GLOSSARY OF KEY TERMS

This glossary is included to help make healthcare terms easier to understand. Our goal is to ensure that everyone in the community can follow the plan, take part in conversations, and feel confident navigating the healthcare system.

ACCESS TO CARE

The ability for a person to get the healthcare services they need, when and where they need them, without barriers like long wait times, travel, or cost.

AFTER-HOURS CARE

Healthcare services available outside of regular daytime hours, such as evenings, weekends, or holidays.

ALLIED HEALTH PROFESSIONALS

Healthcare workers who are not doctors or nurses but provide important services, such as physiotherapists, social workers, dietitians, and pharmacists.

ALTERNATE LEVEL OF CARE (ALC)

Patients who no longer need hospital care but are waiting to transition to another type of care, such as long-term care, rehab or home care.

COMMUNITY HEALTH CENTRE (CHC)

A local clinic that provides team-based care, often including doctors, nurse practitioners, and social supports, especially for people facing barriers to care.

CONTINUITY OF CARE

Receiving consistent care over time, often from the same provider or team, who understands your health history.

DETERMINANTS OF HEALTH (SOCIAL DETERMINANTS OF HEALTH)

Factors that affect a person's health, such as income, housing, education, transportation, and social support.

DIAGNOSTIC SERVICES

Tests used to find or confirm a health issue, such as X-rays, ultrasounds, bloodwork, or MRIs.

EMERGENCY DEPARTMENT (ED)

A hospital unit that provides emergency care for serious or life-threatening conditions.

FAMILY DOCTOR / PRIMARY CARE PROVIDER

A healthcare professional (doctor or nurse practitioner) who provides regular check-ups, manages ongoing health needs, and coordinates care.

HEALTH EQUITY

The idea that everyone should have a fair opportunity to be as healthy as possible, regardless of income, age, location, or personal circumstances.

HOME AND COMMUNITY CARE

Healthcare and support services provided outside of hospitals, such as home nursing, personal support, and rehabilitation services.

INTERPROFESSIONAL TEAM (TEAM-BASED CARE)

A group of healthcare providers from different backgrounds working together to care for patients (e.g., doctors, nurses, social workers).

MENTAL HEALTH AND ADDICTIONS SERVICES

Support and treatment for mental health challenges and substance use, including counselling, crisis support, and recovery programs.

NIAGARA HEALTH

An organization that operates hospitals in the Niagara region.

NIAGARA ONTARIO HEALTH TEAM (OHT)

A group of healthcare providers and organizations working together to plan and deliver coordinated care in the region.

PRIMARY CARE

The first point of contact in the healthcare system, such as family doctors or nurse practitioners, who provide general care and referrals.

PUBLIC ENGAGEMENT

The process of involving residents and community members in planning and decision-making by gathering their input and feedback.

RURAL AND SMALL COMMUNITY HEALTHCARE

Healthcare delivered in smaller or more spread-out communities, where access may be affected by distance, transportation, and provider shortages.

SYSTEM NAVIGATION

Helping people understand where to go for care and how to access the right services.

URGENT CARE CENTRE (UCC)

A healthcare facility that treats non-life-threatening conditions that still require prompt attention.

WAIT TIMES

The amount of time a person waits to receive care, whether for an appointment, test, or treatment.

RESEARCH & SOURCES

The following sources reflect the data, research, and partnerships that have guided the development of the City of Port Colborne Community Health and Wellness Action Plan. All listed information can be found online or on the City of Port Colborne website at: www.portcolborne.ca/healthcare

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- County of Brant (Paris)
- County of Renfrew
- City of Orillia
- Town of Collingwood
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Healthcare in Port Colborne: From Community Priorities to Action

Action Plan • Healthcare Dashboard • Community Health Hub

Council Meeting

August 11, 2026

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Overview: From Community Priorities to Action

LISTEN-Community Health & Wellness Action Plan

- Community engagement confirms what matters most.
- The Action Plan is the product of what was heard and what is possible.

MEASURE AND MONITOR-Esri Healthcare Data Dashboard

- The healthcare data dashboard developed with Esri creates a shared local data base to help monitor and measure progress on health equity and placement of critical services across Port Colborne and South Niagara.

MOVE INTO ACTION-Community Health Hub

- A Community Health Hub business case will assess whether locating integrated local care on the west and east side of the City is viable.
- This represents an evolution from gathering and analyzing community input and local data to testing a practical, long-term solution.

Community Health & Wellness Action Plan

Engagement Results
(May-July 2026)

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Action Plan: Phases of Community Engagement

Building the Plan

- **Phase 1:** Community Engagement *(Jan–Apr 2025)*
- **Phase 2:** Healthcare Advisory Committee *(Apr 2025–Ongoing)*
- **Phase 3:** KPMG Analysis *(Dec 2025–Feb 2026)*

Refining with the Community

- **Phase 4:** Community Engagement on draft Action Plan *(May–Jul 2026)*

Moving to Action

- **Phase 5:** Monitoring & Implementation *(Sept 2026–2030)*



CONNECTED CARE. CLOSE TO HOME. FOR EVERY STAGE OF LIFE.



The Action Plan is intended to be a living document that evolves alongside the community and the healthcare system, guided by these Guiding Principles:

- Quality Care We Can Trust
- Care When We Need It
- People at the Centre
- Fair Access for All
- A System That Lasts

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Phase Four Engagement Methodology

Community engagement activities took place between May 5 and July 2, 2026

Community Engagement Activities

- Online survey
- Paper survey
- In-person open houses / drop-in sessions in May and June
- Online information session
- Focus group Presentations/Interviews
- Meetings with various committees of council
- Information and surveys at Port Colborne Farmers' Market
- Partner outreach with healthcare and social services agencies. i.e., local churches, Northland Pointe, Portal Village, YMCA, and South Niagara Chamber of Commerce.

Phase Four Engagement Methodology

Communications and Promotional activities took place between May 5 and July 2, 2026

Communications and Promotional Activities

- Information posted on the following City web pages:
  - The Future of Healthcare in Port Colborne
  - Healthcare Advisory Committee
- Social media content and promotion through City channels
- Email blast through the Port Colborne Wainfleet Chamber of Commerce
- Paid digital and radio advertising
- Radio interviews on the CKTB Round Table Road Trip on May 5
- Postcards featuring a survey QR code delivered to every Port Colborne household
- Printed posters and signage featuring the survey QR code distributed to community locations and local interest groups

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Phase Four Engagement Impact

Engagement activities were designed to maximize accessibility, encourage broad community participation, and ensure feedback was gathered using a variety of methods.

- **454 of respondents were full-time residents of Port Colborne**
- **513 completed surveys (360 online, 153 paper)**
- **356 open-ended comments reviewed and analyzed**
- **44 open-house participants**
- **12 views of online presentation**
- **120 focus-group participants**
- **458 views of the healthcare pages on the City's website (May-July)**

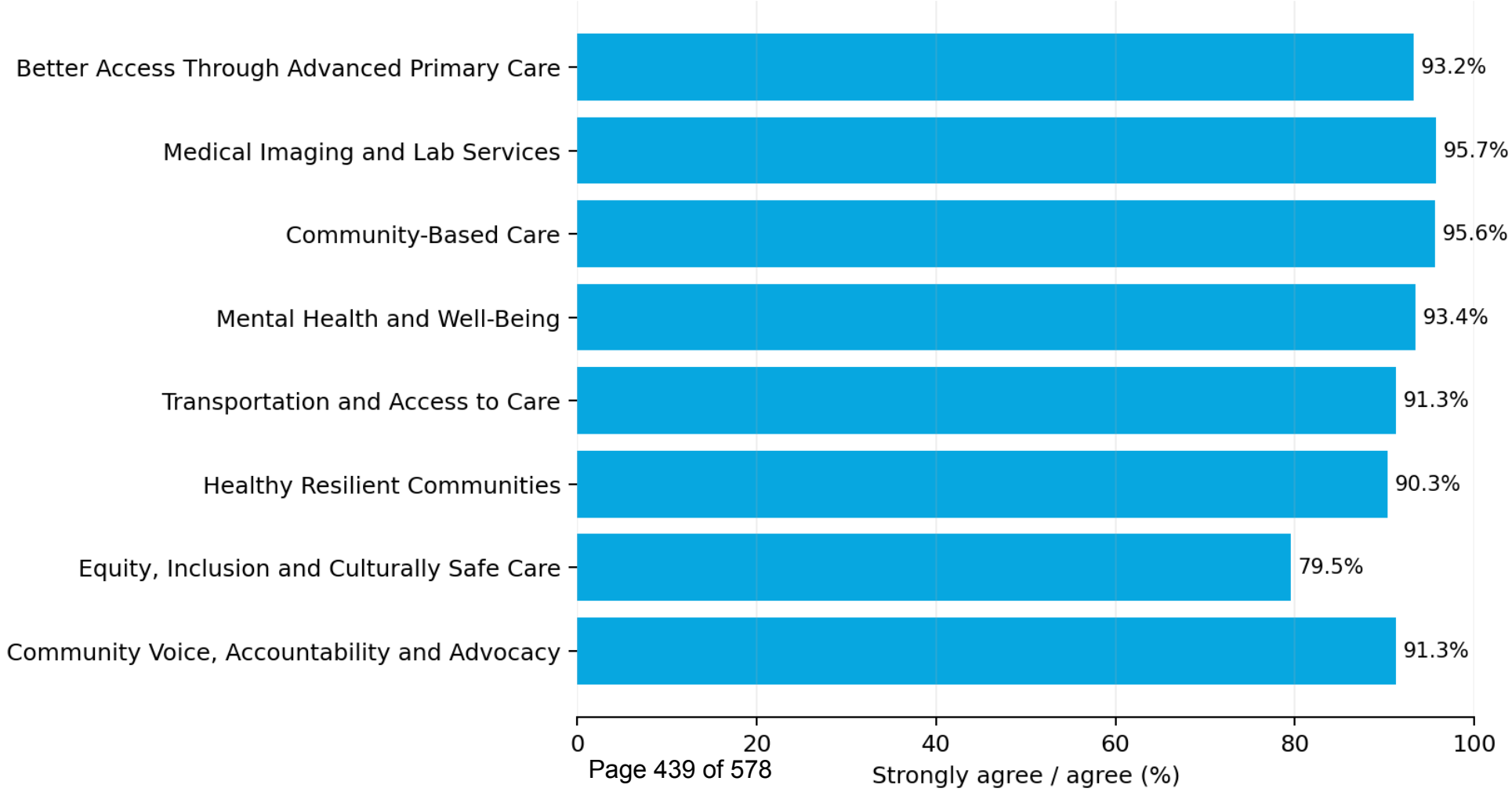
Additional input came through committees, partner outreach, priority-population outreach, the Farmers' Market and community-wide promotion.

Overall Survey Observations

- 93.5% of respondents strongly agreed/agreed that the five Guiding Principles reflected their needs and the needs of the community.
- Every Area of Focus received majority support, ranging from 79.5% to 95.7%.
- Medical Imaging and Lab Services received the most support at 95.7%, closely followed by Community-Based Care at 95.6%.
- Better Access Through Advanced Primary Care was the clear first priority when with 60.2% of ranking respondents placing it first.
- 60.9%, were very or somewhat confident that the Action Plan would improve health and wellness in Port Colborne.

Quantitative Findings by Area of Focus

All eight Areas of Focus received majority support. The results below combine “strongly agree” and “agree” responses.



Cross-cutting Qualitative Themes

Open-ended comments showed continued concern about the future of urgent and emergency care, as well as a strong desire for clear implementation, measurable progress and accountability.

Theme	Mentions	Share of comments
Urgent care / ER / hospital	118	33.6%
Implementation / accountability / feasibility	78	22.2%
Affordability / housing / food / prevention	44	12.5%
Primary care / doctors / walk-in / after-hours	41	11.7%
Seniors / home and community care	27	7.7%
Transportation / EMS / physical access	25	7.1%
Medical imaging / labs / diagnostics	21	6.0%
Mental health / addictions / homelessness	19	5.4%
Equity / communication / navigation	11	3.1%

*Theme counts are not mutually exclusive. A single comment may have raised several issues and may therefore be counted under more than one theme.

Qualitative Analysis and Considerations

- Residents support the broad direction of the Action Plan, but are looking for clarity on implementation, what will happen first, who is responsible, how progress will be measured, and how the City will continue to advocate for local access to primary, urgent and emergency care.

- While residents acknowledged the significant healthcare challenges facing Port Colborne, they also expressed optimism that the Action Plan provides a practical, evidence-informed roadmap for addressing local priorities.

- Based on this feedback, staff have made minor revisions to language used in the Action Plan to provide further clarity or emphasis on health and wellness priorities and will consider these feedback themes while developing the high-level work plan as we move into the implementation phase.

- See Appendix A for full engagement results and representative comments. All survey reports and comments will be made available on the City's website.

Turning Data Into Action

- The fourth phase of healthcare engagement provides a strong community mandate to advance the Action Plan.
- Staff will continue working with the Healthcare Advisory Committee to evaluate progress, identify emerging needs, and recommend updates to Council as new opportunities and challenges arise.
- Through a partnership with Esri Canada and the development of a local healthcare dashboard, the City has established a long-term commitment to evidence-informed decision-making.

Questions?

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Esri Canada

Building the Evidence for Better Care

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Esri Canada Overview

- National leader in geographic information systems and spatial analytics
  - Canadian distributor of ArcGIS, one of the most widely used mapping platforms in the world.
  - ArcGIS turns complex datasets into clear, interactive maps and dashboards.

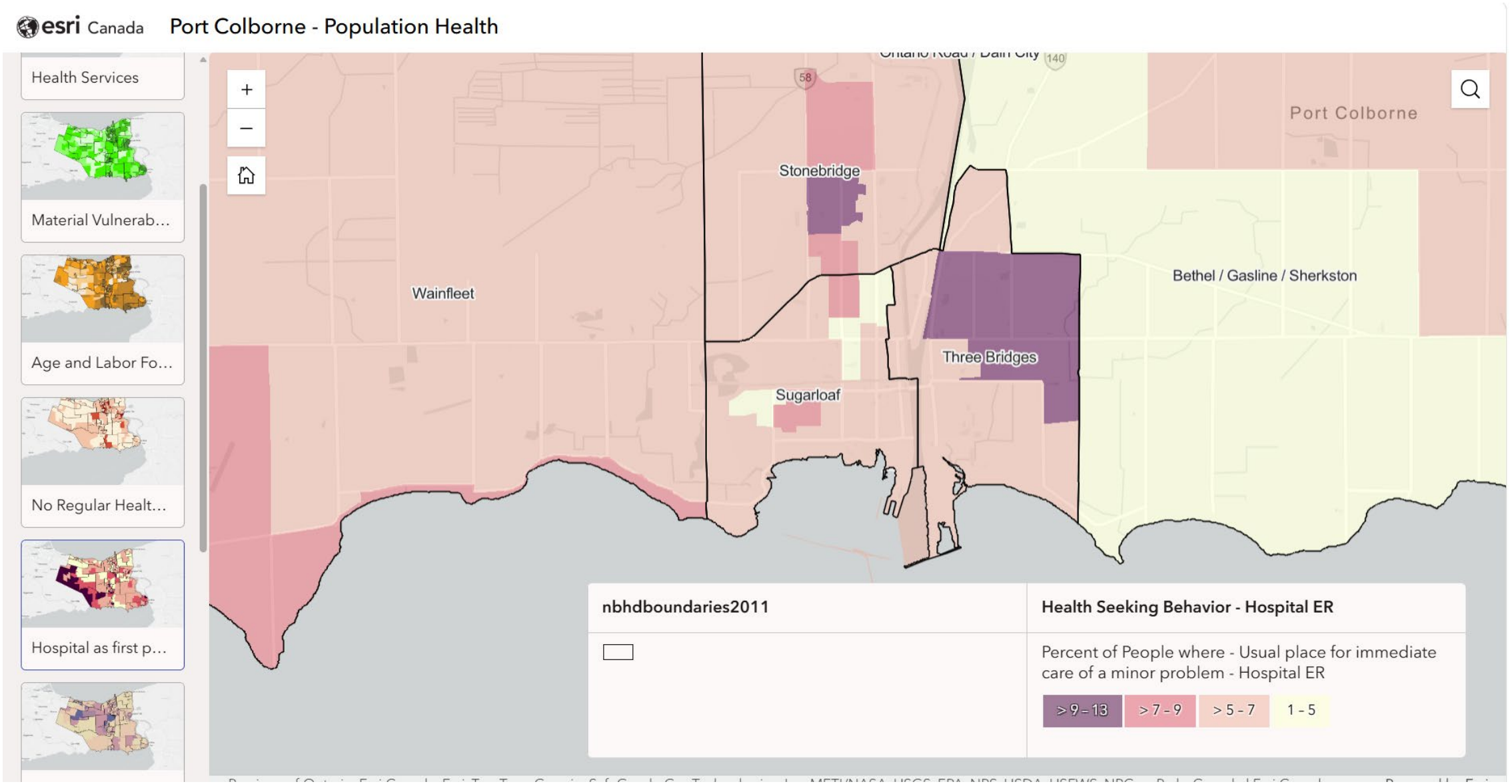
- Works with Ontario Health Teams, hospitals, public health units and municipalities
  - Partner with municipalities across the country on similar initiatives, helping local governments use data to support evidence-based planning

- Tools are used to map access to primary care, track health outcomes, and better understand how factors such as income, housing, transportation, and aging populations impact health and access to services.

Live Dashboard Demo with Brian Mosley

- Health Solutions Lead at Esri Canada
- Health geographer with 15 years of experience in Canadian public health
- Leads national work integrating geospatial data into healthcare planning, policy and service delivery
- Experience includes regional public health and provincial e-health initiatives

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esri Canada
Port Colborne - Population Health
Health Services
Material Vulnerab...
Age and Labor Fo...
No Regular Healt...
Hospital as first p...
Ontario Road / Dain City
140
58
Port Colborne
Stonebridge
Wainfleet
Bethel / Gasline / Sherkston
Three Bridges
Sugarloaf
nbhdboundaries2011
Health Seeking Behavior - Hospital ER
Percent of People where - Usual place for immediate care of a minor problem - Hospital ER
> 9 - 13
> 7 - 9
> 5 - 7
1 - 5

One Shared Local Data Base

- Public dashboards connect community experience with current data and help track local conditions to keep the Action Plan responsive and measurable as needs evolve.

- The City and healthcare partners will monitor community health indicators, demographic trends, service utilization, and other key data to inform priorities, support advocacy, and measure progress over time.

UNDERSTAND	PLAN	ADVOCATE	MEASURE
Map health needs, access barriers and changing conditions.	Identify service gaps and focus partnerships and investment.	Present clear local evidence to partners and the Province.	Track indicators and report progress over time.

Questions?

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Community Health Hubs

Planning for a Sustainable Healthcare Future in Port Colborne

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The Data Points to Integrated Care

COMMUNITY ENGAGEMENT

Residents described the need for accessible, coordinated and one-stop care on both sides of the Welland Canal to reduce barriers. Local physician groups indicate they do not have clinic space to grow.

LOCAL LEARNING

The Healthcare Advisory Committee held discussions with providers and had municipal site visits which reinforced the benefit of modern clinical facilities that support better patient outcomes, are more sustainable, and strengthen a community's ability to attract and retain medical talent.

INDEPENDENT ANALYSIS

KPMG identified gaps in timely primary and community-based care and high reliance on urgent and emergency services. It recommended exploring team-based care and an integrated Health and Wellness Hub to improve coordination, bring services closer to home and reduce pressure on hospitals.

LEGAL ANALYSIS

The City's independent legal review confirmed that regulatory frameworks exist that permit municipally supported health hubs, and noted municipalities play an important role in healthcare advocacy, infrastructure planning and locally driven solutions.

Community Health Hubs

- Community Health Hubs have become an increasingly important component of Ontario's modernized healthcare system as the Province continues to shift toward integrated, community-based models of care. (i.e. Bridges Community Health Centre)

- Unlike traditional medical arts/office buildings, Community Health Hubs are intentionally planned to promote collaboration among healthcare professionals, improve care coordination, reduce barriers to access, and create a seamless experience for patients.

- By co-locating complementary healthcare services under one roof, patients can access multiple services in one visit while healthcare providers are better positioned to communicate, coordinate care, and respond to changing patient or community needs.

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Health Hub Examples





2028 is Closer Than it Seems

Priority services that require space before 2028

- Advanced primary care, after-hours and urgent care (with 24/7 on call coverage)
- Diagnostic imaging and laboratory services
- Chronic disease management, preventative screening, women's health
- Visiting specialists, community agencies and wellness programming
- Physio, rehabilitation and mental health supports
- Prioritize offering these services on both sides of the Welland Canal

A Community Health Hub brings complementary services together in a modern, and fully accessible setting that would compliment healthcare services located across South Niagara, not duplicate.

Exact mix of services and varies and is typically developed through collaboration between municipalities, healthcare organizations, community partners, as well as the Province to address identified local healthcare needs.

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Advancing the Action Plan

1. **ACCESS TO CARE**
   Modern clinical space could support local advanced primary care, after-hours and urgent care, diagnostic imaging and laboratory services and visiting specialist care.

2. **CONNECTED CARE**
   Co-locating team-based primary care, medical imaging and labs, rehabilitation, chronic disease management, pharmacy and social services could improve coordination and simplify the patient experience.

3. **EQUITY AND ACCESSIBILITY**
   A barrier-free and accessible facility with multiple services in one location could reduce travel, improve navigation and better serve seniors, people with disabilities and underserved residents.



Advancing the Action Plan

4. LONG-TERM CAPACITY
Adaptable clinical space could strengthen provider recruitment and retention, support new partnerships and respond to changing community needs.

5. COMMUNITY AND ECONOMIC VALUE
A purpose-built east-side facility could complement existing services on the west-side, support community growth and create opportunities for investment and new commercial assessment (tax base)

While the Community Health Hub represents only one potential implementation initiative within the broader Community Health and Wellness Action Plan, it demonstrates how strategic infrastructure investment can support multiple priorities simultaneously.

From Vision to Opportunity

During the engagement on the draft Community Health and Wellness Action Plan, interest in a potential Port Colborne Community Health Hub has continued to grow. The City has received high-level interest from two private sector organizations interested in partnering on a new, purpose-built healthcare facility:

- Boggio's Family of Pharmacies has indicated their interest in a joint venture that would involve a multi-campus healthcare model, with west side and east side health hubs, and the east side health hub in a newly constructed building. See Appendix A Map of Hwy 3 and Hwy 140.

- Elite Developments has proposed a partnership where they would construct a new Class A medical facility in partnership with the City as part of their larger subdivision proposal located at the corner of the Hwy 140 and Main Street East.

A preferred timeline for a Community Health Hub, should one proceed, would correspond with the closure of the UCC at the end of 2028.

PORT COLBORNE

Schedule A – Map of Locations

2026-116
Appendix A



Community Health Hub Business Case

Growing interest from both the healthcare sector and private development partners presents an opportunity for the City to evaluate whether this model is achievable, financially sustainable, and can deliver on the long-term healthcare needs of the community.

Staff recommend a comprehensive business case that will test:

- Demand, service needs and potential partners
- Capital and operating costs
- Funding and revenue opportunities
- Site options and implementation timelines
- Governance and ownership models, including a publicly owned municipal service corporation
- Financial sustainability and risk

What Comes Next

The completed business case will return to Council following the 2026 municipal election and provide the evidence needed to determine whether a Community Health Hub is a viable long-term investment.

Next Steps: Council Direction

REPORT 2026-115 — ACTION PLAN

- Receive phase four engagement results
- Approve the revised Community Health & Wellness Action Plan

REPORT 2026-116 — COMMUNITY HEALTH HUB

- Direct staff to develop a comprehensive business case
- Receive the completed business case and recommendations after the 2026 Municipal Election

Questions?

PORT COLBORNE

Thank you
Merci
Miigwetch
Maarsii

PORT COLBORNE

Subject: **Community Health Hubs-Planning for a Sustainable Healthcare Future in Port Colborne**

To: **Council**

From: **Office of the Chief Administrative Officer**

Report Number: 2026-116

Meeting Date: August 11, 2026

Recommendation:

That the Office of the Chief Administrative Officer Report 2026-116 be received; and

That Council direct staff to develop a comprehensive business case for a Port Colborne Community Health Hub, including community governance options, financial analysis, partnership opportunities, site considerations, and capital funding opportunities; and

That Council direct staff to seek partnerships and funding opportunities to support a Community Health Hub.

That staff report back to Council following the 2026 Municipal Election with the completed business case and recommendations for Council's consideration.

Purpose:

This report introduces the concept of a municipally supported Community Health Hub as a potential long-term solution to improving healthcare access in Port Colborne, as supported by the Health and Wellness Action Plan. This report seeks Council direction to undertake the business planning and partnership discussions necessary to develop a business case for future Council consideration.

Background:

Port Colborne is a growing waterfront community of approximately 23,000 residents with a strong sense of local identity, community connection, and pride. The city offers a high quality of life and continues to attract new residents and investment; however, it also faces several structural pressures that shape current and future health service needs.

Compared with the provincial average, Port Colborne has an older population, lower labour force participation, lower median household income, and a higher proportion of residents with a high school diploma or less. These factors, combined with increasing demand for care, create heightened vulnerability for some residents and reinforce the importance of accessible, community-based health services close to home.

The community profile also points to several access-related challenges relevant to this issue. Approximately 2,700 residents do not have a family doctor, 33% of seniors live alone, and 20% of households live below the poverty line. Transportation barriers and the need to travel outside the community for care can further limit access, particularly for seniors, low-income households, and residents with mobility constraints.

At the same time, Port Colborne's projected growth and aging population underscore the need for a sustainable model that improves timely access to integrated services and better reflects the needs of the community over the long term, as outlined in a recent Council report CAO-2026-40 Healthcare Analysis Report.

Closure of the Complex and Urgent Care Centre

The planned closure of the Port Colborne Urgent Care Centre (UCC) in 2028 has become a significant catalyst for action. Over time, residents have come to rely on the UCC not only for urgent care needs, but also for access to services that would ideally be available through a primary care (i.e. family doctor) and community care system. The closure has amplified concerns regarding travel, equity of access, continuity of care, and the future availability of local urgent care, diagnostics, after-hours services. In response, the city initiated a broad community engagement and planning process to better understand community needs, review service utilization data and identify viable long-term solutions.

Community Health and Wellness Action Plan

The Community Health and Wellness Action Plan presented in report CAO 2026-65 and CAO 2026-116 is intended to improve access to timely, barrier-free healthcare services for Port Colborne residents. Its overall direction is grounded in connected care that is close to home and responsive to residents at every stage of life. The Action Plan identifies eight areas of focus, and supports the case for investment into modern clinical space in order to retain existing lab and diagnostic services, house visiting specialists and ensure quality healthcare access is sustainable for generations to come.

Municipal Leadership

Municipalities have historically played an important role in supporting local healthcare through land contributions, facility development, community partnerships, physician recruitment, and advocacy. As healthcare delivery continues to evolve, municipalities are increasingly exploring innovative approaches to supporting public healthcare

infrastructure that complements, but does not replace, the provincially funded healthcare system.

Given the situation in Port Colborne, one option that warrants further exploration is the potential establishment of a municipally supported Community Health Hub through an appropriate governance model, such as a publicly owned municipal service corporation or other partnership structure. This approach could provide the flexibility to develop, own, and manage healthcare infrastructure while also creating opportunities to attract healthcare providers, leverage external investment, and support long-term financial sustainability. As an example of this model, refer to Appendix B Cowan Community Health Hub.

Discussion

Throughout the development of the Community Health and Wellness Action Plan, the City undertook extensive research, analysis and engagement to better understand Port Colborne's healthcare needs and identify sustainable solutions. Although each phase of work was completed independently, the findings consistently pointed to the need for a modern, integrated facility that brings primary care, urgent care and other essential health services together under one roof, creating a stronger foundation for healthcare delivery in Port Colborne.

This opportunity was identified repeatedly through multiple streams of work, including:

- Community Engagement: Residents who face barriers to healthcare expressed the need for improved access to primary care, urgent care, diagnostic services, rehabilitation and after-hours care in a centralized, accessible location.
- Independent Healthcare Analysis (KPMG): The Healthcare Analysis Report by KPMG and presented in report CAO 2026-40 identified the opportunity to strengthen the local healthcare system by expanding integrated community-based models of care, such as a Health and Wellness Hub, that would improve access and reduce service fragmentation.
- Legal Review: The City's independent legal review recognized there are several legal and regulatory frameworks to permit municipally supported health hubs and non-profit operating agreements, noting that municipalities have an important role to play in healthcare advocacy and infrastructure planning to pursue innovative, locally driven solutions that complement the provincially funded healthcare system.
- Healthcare Advisory Committee: Through meetings with healthcare leaders, service providers, and subject matter experts, the Committee learned about the benefits of

an integrated health hub model as a long-term strategy for improving access and supporting the implementation of the Action Plan.

- Municipal Site Visits and Peer Learning: Site visits to municipally supported health hubs in other Ontario communities demonstrated how integrated healthcare facilities can improve service coordination, attract healthcare professionals, support interdisciplinary models of care, and create long-term community assets.
- Healthcare Provider and Physician Recruitment Discussions: Local healthcare providers, physician recruiters, and prospective practitioners identified the availability of modern medical space as an important factor in expanding access to advanced primary care and attracting and retaining healthcare professionals.

Collectively, these findings demonstrate that the concept of a Community Health Hub did not emerge from a single recommendation or stakeholder group. As the City's understanding of local healthcare needs has matured, so too has the recognition that a Community Health Hub has the potential to serve as long-term healthcare infrastructure capable of supporting many of the priorities first identified by the community and now living within the Community Health and Wellness Action Plans' eight Areas of Focus.

Community Health Hubs: One building. One patient experience.

Community Health Hubs have become an increasingly important component of Ontario's healthcare system as the Province continues to shift toward integrated, community-based models of care. Rather than delivering healthcare through separate facilities and organizations, Community Health Hubs bring multiple healthcare providers, services, and community partners together within a single, coordinated environment that is designed around the needs of patients.

Unlike traditional medical office buildings, Community Health Hubs are intentionally planned to promote collaboration among healthcare professionals, improve care coordination, reduce barriers to access, and create a seamless experience for patients. By co-locating complementary healthcare services under one roof, patients can access multiple services in one visit while healthcare providers are better positioned to communicate, coordinate care, and respond to changing community needs.

Depending on the needs of the community and the organizations involved, a Community Health Hub may include a combination of:

- Primary care physicians and nurse practitioners
- After-hours and urgent care services
- Diagnostic imaging and laboratory services
- Pharmacy services
- Mental health and addictions supports
- Physiotherapy, occupational therapy, and other rehabilitation services
- Visiting medical specialists and outpatient clinics

- Community support agencies and social services
- Health promotion, prevention, and wellness programming
- Municipal or community-based services that contribute to healthier, more connected communities

The exact mix of services varies and is typically developed through collaboration between municipalities, healthcare organizations, community partners, as well as the Province to address identified local healthcare needs.

For Port Colborne, a Community Health Hub presents an opportunity to create a modern, accessible, and integrated healthcare facility that supports residents across every stage of life. By bringing healthcare services together in one barrier-free location, a Hub has the potential to improve patient navigation, reduce travel between multiple appointments, enhance collaboration among service providers, and strengthen access to care for seniors, families, individuals living with chronic disease, and residents experiencing transportation or mobility challenges.

Importantly, a Community Health Hub is not intended to replace hospitals or duplicate services already available within the regional hospital system. Rather, it is designed to complement existing hospital services by expanding access to community-based healthcare, improving care coordination, supporting earlier intervention, and reducing unnecessary visits to emergency departments. This approach aligns with the Province's continued focus on attachment to a primary care provider and delivering more care closer to home to improve health outcomes, patient experience, and system sustainability.

As healthcare continues to evolve, Community Health Hubs are increasingly being recognized as an effective model for improving health equity, expanding interdisciplinary care, attracting healthcare professionals, and creating resilient healthcare infrastructure that can adapt to the changing needs of growing communities.

From Vision to Opportunity

In recent months, as the Health and Wellness Action Plan has been presented, interest in a potential Port Colborne Community Health Hub has continued to grow. The City has received high-level interest from two private sector organizations interested in partnering on the development of a new healthcare facility:

- Boggio’s Family of Pharmacies has indicated their interest in a joint venture that would involve a multi-campus healthcare model, with west side and east side health hubs, and the east side health hub in a newly constructed building. See Appendix A Map of Hwy 3 and Hwy 140.
- Elite Developments has proposed a partnership where they would construct a new Class A medical facility in partnership with the City as part of their larger subdivision proposal located at the corner of the Hwy 140 and Main Street East.

A preferred timeline for a Community Health Hub, should one proceed, would correspond with the closure of the UCC at the end of 2028.

Given the level of interest, it is possible that other parties may also bring forward similar joint venture opportunities.

Initial conversations with service providers have identified interest from primary care, diagnostic imaging, laboratory, pharmacy, physical rehabilitation, cardiology, visiting medical specialists including vascular surgery, and community healthcare organizations.

While these discussions are preliminary, they demonstrate that the concept of a Community Health Hub is no longer theoretical. Growing interest from both the healthcare sector and private development partners presents an opportunity for the City to evaluate whether this model is achievable, financially sustainable, and can deliver on the long-term healthcare needs of the community.

Economic Development

Beyond healthcare delivery, a Community Health Hub presents broader opportunities for community and economic development. A self-sustaining and purpose-built healthcare facility located on the east side has the potential to stimulate investment, attract complementary medical and professional services, and support development opportunities within the surrounding area, in a part of the City that is projected to grow. By creating new commercial assessment, future development associated with a health hub could contribute to the municipal tax base to help offset infrastructure and healthcare investment over time.

By strengthening access to healthcare close to home, the Hub could also enhance Port Colborne's ability to attract and retain families, seniors, employers, and healthcare professionals, reinforcing the City's position as a healthy, resilient, and desirable place to live, work, and invest.

Implementing the Community Health and Wellness Action Plan

The Community Health Hub concept directly supports the implementation of the Community Health and Wellness Action Plan by creating a centralized location for integrated healthcare and community services. The Hub has the potential to advance each of the Action Plan's eight Areas of Focus while reinforcing its guiding principles of collaboration, accessibility, innovation, health equity, evidence-informed decision making, and long-term sustainability.

Community Health and Wellness Action Plan Area of Focus	**Potential Contribution of a Community Health Hub**

1. Better Access Through Advanced Primary Care	Provides modern clinical space that supports the recruitment and retention of family physicians, nurse practitioners, interdisciplinary primary care teams, and expanded after-hours and urgent care coverage.
2. Medical Imaging, Clinical and Laboratory Services	Creates opportunities to co-locate diagnostic imaging, laboratory services, and other outpatient clinical services, reducing the need for residents to travel outside the community.
3. Community-Based Care	Supports integrated rehabilitation, home and community care, chronic disease management, and other allied health services within one coordinated location close to primary care providers.
4. Mental Health and Well-Being	Provides potential space for mental health and addictions services, counselling, wellness programming, and improved collaboration between healthcare providers and community agencies.
5. Transportation and Access to Care	Improves patient experience by bringing multiple healthcare services together in one accessible location, reducing travel between appointments and simplifying navigation of the healthcare system.
6. Healthy, Resilient Communities	Creates opportunities for health promotion, prevention initiatives, education programs, community wellness activities, and stronger connections between healthcare and community services.
7. Equity, Inclusion and Culturally Safe Care	Supports barrier-free design, universal accessibility, integrated community supports, and flexible space that can better respond to the needs of diverse and underserved populations.
8. Community Voice, Advocacy and Accountability	Provides a physical hub for collaboration among healthcare partners, supports ongoing community engagement, encourages shared planning and accountability, and strengthens the City's role as a healthcare advocate.

While the Community Health Hub represents only one potential implementation initiative within the broader Community Health and Wellness Action Plan, it demonstrates how strategic infrastructure investment can support multiple priorities simultaneously. By integrating healthcare services, community partnerships, and patient-centred design into a single location, the Hub has the potential to improve access to care and advance the long-term vision established through the Action Plan.

Community Health Hub Business Case

Through this report, staff are seeking Council approval to prepare a comprehensive business case that will determine whether the concept is financially sustainable and aligned with the City's long-term healthcare objectives.

The business case would evaluate governance and ownership options, including the use of a publicly owned municipal service corporation, identify existing funding opportunities and partnership models, assess capital and operating costs, examine site considerations, and evaluate implementation timelines and risk.

The completed business case will provide Council with information to determine whether a Community Health Hub represents a viable long-term investment for the City and will be presented for Council's consideration following the 2026 municipal election.

Internal Consultations:

This report has been prepared through collaboration across multiple City departments. Internal consultation included discussions related to planning, communications, economic development, and long-term financial considerations. Should Council direct staff to proceed with the development of a business case, additional cross-departmental consultation will be undertaken to evaluate municipal implications, governance models, funding strategies, and implementation considerations.

Financial Implications:

Funding to support the preparation of the Community Health Hub business case with subject matter experts is within the approved 2026 Budget.

This report seeks approval to develop the business case only and does not commit the City to any future capital investment. Should Council wish to proceed with the development of a Community Health Hub following completion of the business case, all financial implications, funding options, and capital requirements would be presented in a future report for Council consideration.

The report seeks Councils approval to seek partnerships, and funding opportunities were possible to support a Community Health Hub.

Public Engagement:

Since January 2025, the City has completed four phases of public engagement on the future of healthcare. The need for a Community Health Hub has risen quickly through the course of the City's healthcare planning and engagement initiatives. The need for more integrated, accessible, and sustainable healthcare services has consistently

emerged as a both a community and health provider/partner priority, serving as the foundation behind the recommendations within this report.

Strategic Plan Alignment:

Healthcare has been the number one community issue for many years. Advancing the business case for the Health Hub is a key strategic priority that is also reflected in the City's strategic plan:

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

Conclusion:

For more than eighteen months, the City has focused on understanding the future of healthcare in Port Colborne. That work has identified not only the challenges facing the community, but also opportunities to reshape how healthcare is planned and delivered locally. While significant work remains before any decisions can be made, a Community Health Hub represents one of the most promising opportunities to create a sustainable, integrated, and locally responsive healthcare ecosystem. Staff recommend that Council authorize the next phase of work so a comprehensive business case can be developed and presented for Council's consideration following the 2026 Municipal Election.

Appendices:

a. Map of the corner of Hwy 3 and Hwy 140 in Port Colborne

b. Case Study: Cowan Community Health Hub

Respectfully submitted,

Geneviève-Renée Bisson
Senior Health Advisor
Genevieve-renee.bisson@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.

Schedule A – Map of Locations



2026-116 Appendix B

County of Brant

Cowan Community Health Hub



About the Cowan Community Health Hub

- Located at 25 Curtis Ave N, Paris, ON
- Opened in 2019
- The Cowan Community Health Hub emerged from the need to centralize a wide range of health, social, and commercial services within the local community of Paris, Ontario. Recognizing the potential to address immediate healthcare needs while contributing to the development of a vibrant commercial district, the project aimed to create a multifunctional facility for healthcare professionals and service providers.
- The two-storey, 42,000 square foot Cowan Community Health Hub prioritizes accessibility, functionality, and aesthetics. The building features a double-height central atrium that floods the space with natural light, creating an inviting and uplifting environment for patients, visitors, and staff. Communal spaces like the Community Room and Meeting Rooms were designed to enhance the sense of community and facilitate collaboration among healthcare professionals and service providers. The building's structural steel framing and concrete floors allow for flexible interior space planning, while its exterior is clad in a mix of locally manufactured veneer masonry, composite wood panels, and glazing.
- The use of rooftop photovoltaics generates renewable energy, while green roof areas enhance insulation and support biodiversity. The building features a highly insulated building envelope, low-impact development stormwater management, and energy-efficient fixtures and equipment.

*Content sourced from the McCallumSather Website

All services located at the Cowan Community Health Hub

- Adult Recreation Therapy Centre Satellite Program
- Alzheimer's Society
- Brant Community Services (Ontario Disability Support Program & Ontario Works
- Brant Family and Children's Services
- Paris Medical Imaging
- Cobblestone Medicine and Rehab Centre
- Community Hub Pharmacy
- Grand River Community Health Centre
- Life Labs
- Nova Vita
- Paris Denture Clinic
- Paris Heart Clinic
- Participation Support Services
- PrimaCare Community/Family Health Team
- Sound Choice Hearing Health Service

Services inside Cobblestone Medicine and Rehab Centre

- Acupuncture
- Bioflex Laser Therapy
- Chiropractic
- Compression Garments
- Concussion Management
- Counselling and Psychotherapy
- Fitness and Personal Training
- Footcare and Orthotics
- Massage Therapy
- Motor Vehicle Accident Injuries
- Neuro-Optometry
- Neurological and Vestibular Therapy
- Occupational Therapy
- Orthopedic and Sports Injuries
- Osteopath
- Physiotherapy
- Post Surgical Rehab
- Shockwave Therapy
- Sports Bracing
- Workers Compensation Claims




MIKE YAREK DODGE CHRYSL
WOOD
ITCHEN
BELL FAMILY HEALTH GALLERY
In Recognition
Cowan


COMMUNITY HEALTH HUB
LIONS CLUB ELEVATOR
CORBLESTONE
Medicine Rehab
Rehab | Wellness | Performance


STAFF
WC

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 and to Repeal By-law No. 7480/64/26

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 By-law No. 7480/64/26 hereby be repealed.
2. 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”.
3. 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.
4. 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.
5. 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 11th day of August, 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 12th day of August, 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 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, 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 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.

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:

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 August ___, 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 August, 2026.

PWG INVERTOSE INC.

Per: _____
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 ____ day of August, 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 12th day of August, 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

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 solely 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 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.

Notwithstanding the foregoing, the Purchaser will be permitted to sell, convey, assign, or transfer the Property to a non-arm's length party (within the meaning of the *Income Tax Act* (Canada) without the obligation in subsection (a) above applying, provided that the non-arm's length transferee enters into an agreement to be bound by this Agreement as if it were an original signatory thereto.

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.

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.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of August, 2026.

PWG INVERTOSE INC.

Per: _____
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 ____ day of August, 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. _____

Being a by-law to Adopt a Records Retention Schedule for the City of Port Colborne and to Repeal By-law. No. 19, as amended

Whereas Section 254 of the *Municipal Act, 2001*, as amended, requires municipalities to retain and preserve its records and records of its local boards in a secure and accessible manner; and

Whereas Section 255 (3) of the *Municipal Act, 2001,* as amended, provides that municipalities may establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with section 254; and

Whereas The Ontario Municipal Records Management System ("TOMRMS") is a universal coding and filing classification system which is regularly updated to meet changing legislation and is utilized by the majority of municipalities and supported by the Association of Municipal Managers, Clerks and Treasurer of Ontario; and

Whereas By-law No. 19 was adopted on March 23, 1970; and

Whereas at its Special meeting on August 11, 2026, Council of The Corporation of the City of Port Colborne ("Council") approved the recommendations of Legislative Services Department Report 2026-123, Subject: Records/Information Management Policy and Retention Schedule; and

Whereas it is deemed desirable to adopt TOMRMS as the Records Retention Schedule for the City of Port Colborne;

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

1. That The Ontario Municipal Records Management System, as amended from time to time, is hereby adopted as the Records Retention Schedule for The Corporation of the City of Port Colborne.

2. That the Clerk be authorized to amend the Records Retention Schedule from time to time in accordance with this By-law, as required.

3. That By-law No. 19, as amended is hereby repealed.

4. That the City Clerk is hereby 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

The Information Professionals

TOMRMS COMPLIANCE SERVICE

TOMRMS Retention

Schedule 2026

Part of the TOMRMS Maintenance Manual

Prepared by	The Information Professionals (InfoPros)
Audience	Municipal clerks and records staff
Edition	TOMRMS 2026 Update
Updated	June 2026
Contact	nina@the-infopros.com · 613-298-6206

LEGEND
P – Permanent · **S** – Superseded by newer version · **E** – Retention begins after triggering event ·
C – Current calendar year · **D** – Destroy ·
****** – Review required before destruction; some records may have archival value
Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

OVERVIEW

The retention guidelines outlined in the following retention schedule are informed by our research, which references the citations found in the Master Provincial and Federal Citation documents.

Please be advised that our services focus on legislative interpretation, and we are not legal professionals; therefore, we cannot offer legal advice. As a best practice, municipalities should periodically seek a review or approval from legal counsel to ensure that the retention schedule they adopt complies with their legislative and business obligations.

It is important to highlight that citation G120 pertains to the Limitations Act and indicates that no limitation period exists for certain proceedings, including sexual assault and undiscovered environmental claims. The application of this citation will depend on the risk tolerance of each municipality and the legal advice obtained. Notably, this citation has not been applied to any classification category. We encourage your municipality to seek legal counsel to determine which records, if any, should be retained to address potential claims governed by the Limitations Act.

FUNCTION: ADMINISTRATION

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
A01	Associations and Organizations	Originating	1 year	best practice/business need
A02	Staff Committees and Meetings	Originating	4 years**	best practice/business need
A03	Computer Systems and Architecture	Treasury	Superseded + 6 years	best practice/business need
A04	Conferences and Seminars	Originating	1 year** archival review if sponsored by the Municipality	best practice/business need
A05	Consultants	Originating	2 years**	best practice/business need
A06	Inventory Control	Originating	6 years	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
A07	Office Equipment and Furniture	Originating	1 Year	best practice/business need
A08	Office Services	Originating	1 year	best practice/business need
A09	Policies and Procedures	Originating	Superseded + 15 years** Long term care = permanent	g010 g046 g059 g060 g062 g125 g148 g155
A10	Records Management	Clerk's	Superseded	best practice/business need
A11	Records Disposition	Clerk's	Permanent	best practice/business need (P) based on CAN/CGSB-72.34-2017: Electronic Record as Documentary Evidence
A12	Telecommunications Systems	Originating	Superseded	best practice/business need
A13	Travel and Accommodation	Originating	1 year	best practice/business need
A14	Uniforms and Clothing	Originating	Superseded **	best practice/business need
A15	Vendors and Suppliers	Originating	2 years	best practice/business need
A16	Intergovernmental Relations	Originating	5 years**	best practice/business need
A17	Information Access and Privacy	Clerk's	2 years	g071
A18	Security	Originating	5 years	best practice/business need

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Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
A19	Facilities Construction and Renovations	Originating	project finished and no outstanding issues + 2 years** ** work elevating platforms – keep inspections, tests, repairs, modifications and maintenance performed	g059 g073
A20	Building and Property Maintenance	Originating	5 years Setup tests and manuals = Equipment removed + 1 year	g049 g099 g123 g160
A21	Facilities Bookings	Originating	1 year	best practice/business need
A22	Accessibility of Services	Clerk's	Permanent	g010
A23	Information Systems Production Activity & Control	IT	2 years	best practice/business need
A24	Access Control & Passwords	IT	Superseded	best practice/business need
A25	Performance Management/ Quality Assurance	CAO	6 years	g110
A26	Building Structure Systems		Superseded or life of system/ asset	g046 g100
A27	Drawings		Superseded or life of system/ asset	g073 g141

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Note: All retention periods are in years unless otherwise noted.

PRIMARY HEADING: COUNCIL AND BY-LAWS

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
C01	By-Laws	Clerk's	Permanent	g090 g131
C02	By-Laws - Other Municipalities	Clerk's	Superseded	best practice/business need
C03	Council Agenda	Clerk's	Superseded + 5 years	best practice/business need
C04	Council Minutes	Clerk's	Permanent working notes = 6 years copies = 2	g131
C05	Council Committee Agenda	Clerk's	1 Year **	best practice/business need
C06	Council Committee Minutes	Clerk's	6 years **	g015
C07	Elections	Clerk's	day action took effect or voting day + 4 years Ballot = 120 days after voting or resolution of recount	g069 g070
C08	Goals and Objectives	Originating	10 years**	g052 g159
C09	Motions and Resolutions	Clerk's	Permanent copy = 1 year	g131
C10	Motions and Resolutions - Other Municipalities	Clerk's	Superseded	best practice/business need
C11	Reports to Council	Clerk's	Permanent	best practice/business need – also included in Council Minutes

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Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
C12	Appointments to Boards and Committees	Clerk's	Permanent	g131
C13	Accountability Transparency & Governance	Clerk's	2 years	g059
C14	Mayoral Decisions	Clerk's	Permanent	g164

PRIMARY HEADING: DEVELOPMENT AND PLANNING

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
D01	Demographic Studies	Planning	10 years **	best practice/business need
D02	Economic Development	Planning	10 years **	best practice/business need
D03	Environment Planning	Planning	15 years **	g008 g016 g068 g146 g156
D04	Residential Development	Planning	10 years **	best practice/business need
D05	Natural Resources Planning	Planning	5 years **	best practice/business need
D06	Tourism Development	Planning	10 years **	best practice/business need
D07	Condominium Plans	Planning	Permanent Applications = 2 years after final decision	best practice/business need
D08	Official Plans	Clerk's	Permanent	g090

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
D09	Official Plan Amendment Applications	Planning	Final decision or reflected in revised official plan + 5 years	
D10	Severances	Planning	land titles registration + 6 years	g133
D11	Site Plan Control	Planning	Permanent Application = 2 years after final decision	best practice/business need
D12	Subdivision Plans	Planning	Permanent Application = 2 years after final decision	best practice/business need
D13	Variance Applications	Planning	Permanent	best practice/business need
D14	Zoning	Planning	Final decision + 2 years	best practice/business need
D15	Easements	Planning	Termination of right + 6 years **	g133
D16	Encroachments	Planning	Termination of right + 6 years **	g133
D17	Annexation/ Amalgamation	Clerk's	Permanent	best practice/business need
D18	Community Improvement	Planning	Completion of project + 6 years **	best practice/business need
D19	Municipal Addressing	Planning	Superseded + 10 years **	best practice/business need
D20	Reference Plans	Planning	Permanent	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
D21	Industrial/ Commercial Development	Planning	10 years **	best practice/business need
D22	Digital Mapping	Planning	Superseded	best practice/business need
D23	Agricultural Development	Planning	10 years **	best practice/business need
D24	Official Plan Background	Planning	Final Decision + 5 years	best practice/business need
D25	Deeming Process	Planning	Final Decision + 2 years	best practice/business need
D26	Development Charges Study	Planning	15 years **	g128
D27	Part Lot Control	Planning	Final Decision + 5 years	best practice/business need

PRIMARY HEADING: ENVIRONMENTAL SERVICES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E01	Sanitary Sewers	Works	project completed & no outstanding issues + 2 years Specifications = life of the asset as per A27	best practice/business need g059 g073 g089
E02	Storm Sewers	Works	project completed & no outstanding issues + 5 years Specifications = life of the asset as per A27	best practice/business need g059 g073 g154

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Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E03	Treatment Plants - Wastewater	Works	Event + 5 years (after the day on which the record or report, as the case may be, was made. Copy must be kept at the wastewater system) Specifications = life of the asset as per A27 Plans = cease to apply + 2 years	g008 g059 g073 g082 g089 g152
E04	Tree Maintenance	Works	5 years	best practice/business need g089
E05	Air Quality Monitoring	Engineering	later of: date of offence or: day evidence of offence first came to attention of person appointed under s. 5 + 5 years **	g008 g089
E06	Utilities	Works	5 years **	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E07	Waste Management	Works	10 years or cease to apply + 10 years ** post landfill site closure documentation = closure + 25 years Operating Plans, Site Plans, Emergency Response Plans, Chemical and Testing Plans = permanent	g008 g037 g038 g039 g041 g042 g073 g089 g112 g117 g121 g138
E08	Water Works – Drinking Water Plant	Works	15 years Specifications =Permanent as per A27	g073 g082 g089 g108 g111
E09	Drains	Works	Superseded + 5 years** Specifications =Permanent as per A27	g073 g082
E10	Pits and Quarries	Works	Superseded + 5 years** Specifications = life of the pit or quarry	g073 g082
E11	Nutrient Management	Works	Superseded + 5 years** or expiry of plan + 2 years	g129

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E12	Private Sewage Disposal Systems	Works	Superseded + 7 years** Specifications = life of system	g037 g082 g129
E13	Water Monitoring	Engineering	created, approved or plan no longer in force + 15 years	g008 g016 g082 g089 g108 g110 g111 g115
E14	Water Sampling	Engineering Child Care Facility	created, approved or plan no longer in force + 15 years child care facility plumbing flush and water testing = 6 years	g008 g016 g082 g089 g108 g110 g111 g115
E15	Chemical Sampling of Water	Engineering	created, approved or plan no longer in force + 15 years	g008 g016 g089 g108 g111 g110
E16	Backflow Prevention and Cross Connection Control	Engineering	Superseded + 15 years	g008 g082 g089 g108 g110 g111

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
E17	Energy Management	Engineering	End of reporting period to which relates + 7 years	best practice/business need
E18	Natural Heritage	Works	end of plan or designated year + 3 years	g057 g072 g089
E19	Renewable Energy	Engineering	created, approved or facility no longer in force + 15 years	g060
E20	Source Water Protection	Engineering	created, approved or plan no longer in force + 15 years	best practice/business need g016 g060
E21	MOE Environmental Compliance Approvals	Engineering	Cease to apply + 3 years	g038 g089 g115 g144
E22	Private/Small Water Systems	Engineering	E + 15 years E (Event) = as long as equipment in use	g108 g115 g116
E23	Land Quality Monitoring	Engineering	7 years	g082 g156
E24	Gasoline Storage & Dispensing		use = 7 years tank install, inspection = system removed + 5 years	g045 g140 g141 g147 g158

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PRIMARY HEADING: FINANCE AND ACCOUNTING

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F01	Accounts Payable	Treasury	close of fiscal tax year end +7 years For welfare & child care payments E = provincial government year end + 7 years	g005 g006 g007 g034 g051 g053 g055 g062 g086 g096
F02	Accounts Receivable	Treasury	close of fiscal tax year end + 7 years	g006 g007 g034 g053 g055 g062
F03	Audits	Treasury	6 years	g069
F04	Banking	Treasury	close of fiscal tax year end + 7 years	g007 g026 g053 g062
F05	Budgets and Estimates	Treasury	6 years **	best practice/business need
F06	Assets	Treasury	Disposal of asset + 10 years **	g006 g007
F07	Cheques	Treasury	6 years	g006 g007 g034 g086

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F08	Debentures and Bonds	Treasury	Debentures surrendered for exchange/cancellation + 6 years	g007
F09	Employee and Council Expenses	Treasury	close of fiscal tax year + 7 years	g006 g007
F10	Financial Statements	Treasury	Permanent	g069
F11	Grants and Loans	Treasury	repayment of loan + 6 years	g006 g007
F12	Investments	Treasury	Closure of account + 6 years	g006
F13	Journal Vouchers	Treasury	close of fiscal tax year + 6 years	g006 g007 g034 g055
F14	Subsidiary Ledgers, Registers, and Journals	Treasury	close of fiscal tax year + 7 years **	g001 g005 g006 g007 g026 g034 g053 g055 g086
F15	General Ledgers and Journals	Treasury	Permanent	g001 g006 g007 g034 g055 g131

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F16	Payroll	Treasury	Close of fiscal tax year + 6 years	g001 g005 g007 g019 g034
F17	Purchase Orders and Requisitions	Treasury	Close of fiscal tax year + 7 years	g006 g007 g053 g062
F18	Quotations and Tenders	Treasury	E+7 years ** E (Event) = successful bid awarded Note: Unsuccessful bids - retain for 1 year from contract award	g006 g007 g053 g062
F19	Receipts	Treasury	7 years	g006 g007 g097
F20	Reserve Funds	Treasury	6 years	g069
F21	Revenues	Treasury	7 years Note: Records related to mortgages must be kept for 10 years.	g026 g053 g062 g095

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
F22	Tax Rolls and Records	Clerk's	Permanent tax rolls = when no longer required for planning purposes	g007 g014 g068 g095 (20-year limitation) g161 best practice/business need (P)
F23	Write Offs	Treasury	6 years Court services write-offs – 37 years	g006 g007 g027
F24	Trust Funds	Originating	fiscal year + 7 years trust accounts for residents, statements, accounts and records = Permanent	g047 g051 g062 g097
F25	Security Deposit	Treasury	Closure of account + 6 years	g006 g007
F26	Working Papers - Financial	Treasury	After completion of audit + 1 year	best practice/business need
F27	Regulatory Reporting – Financial		6 years	best practice/business need

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PRIMARY HEADING: HUMAN RESOURCES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H01	Attendance and Scheduling	Personnel	5 years driver's daily logs = 6 months public vehicle and trip reports – 1 year	g035 g050 g151
H02	Benefits Program	Personnel	Superseded**	best practice/business need

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H03	Employee Records	Personnel	date employee ceased to be employed by employer + 5 years Drinking Water system training record = 5 years confined space training = cease to perform work and at least 5 years salt program training = 7 years Long-term care home staff = shall retain Firefighter employment terms = 20 years	g035 g045 g065 g103 g139 g148
H04	Health and Safety	Personnel	3 years Note: Accident reports for construction projects retained with project 1 year after project completion	g045 g059 g076 g078 g123 g125

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H05	Human Resource Planning	Personnel	day last used + 1 year (Human Rights special program designation minimum of 5 years)**	g054
H06	Job Descriptions	Personnel	Superseded**	best practice/business need
H07	Labour Relations	Personnel	Expiry of contract period + 10 years **	g013
H08	Organization Design	Originating	Superseded**	best practice/business need
H09	Salary Planning	Personnel	5 years	best practice/business need
H10	Pension and Benefits Records	Personnel	E + 6 years (employee departure)	g001 g088
H11	Recruitment	Personnel	3 years	g036

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H12	Training and Development	Personnel	Date when that particular course ceases to be offered + 2 years ** salt use training materials – 7 years drinking water training materials– 5 years Only courses developed and presented by the Municipality are subject to archival selection Long term care training and orientation = permanent	g043 g045 g062 g139 g148
H13	Claims	Personnel	Resolution of claim + 3 years Hazardous exposure claims = longer of 40 years or 20 years after last record made	g078 g125

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
H14	Grievances	Personnel	Resolution of claim + 10 years	g013 g054
H15	Harassment And Violence	Personnel	Resolution of complaint + 3 years	g054 g059 best practice/business need
H16	Criminal Background Checks	Personnel	date employee ceased to be employed by employer + 7 years	best practice/business need
H17	Employee Medical Records – Hazardous Materials	Personnel	E+40 years or 20 years after last record of exposure	g078 g079 g103
H18	Employee Medical Records	Personnel	When STD/LTD claims are resolved + 3 years	g078 best practice/business need
H19	Disability Management	Personnel	day issued or earlier as may be specified by Commission + 5 years	g010 g054
H20	Confined Spaces	Personnel	1 year or the period necessary to ensure 2 most recent records retained	g075
H21	Employee Recognition	Personnel	5 years	best practice/business need
H22	Employee Certifications	Personnel	certification expired + 2 years	g059 g077

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PRIMARY HEADING: JUSTICE

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
J01	Certificates of Offence (Part I)	Court Services	completion + 2 years	g024 MOU
J02	Informations (Part III)/ Accident and Careless Driving Part 1	Court Services	Event + 15 years (Event = date of incident)	g022 g023 MOU
J03	Control Lists/ Justice Reports	Court Services	4 years	MOU
J04	Court Dockets	Court Services	3 years statement of defence – not set to trial = 5 years	g025 g093 g150 MOU
J05	Transcripts and Records of Court Proceedings	Court Services	6 years **	g029 g093 MOU
J06	Enforcements & Suspensions	Court Services	8 years	MOU
J07	Appeals & Transfers	Court Services	7 years	MOU
J08	Statistics/ Payment Tracking	Court Services	8 years	MOU
J09	Disclosure	Court Services	6 years	MOU
J10	Certificates of Conviction Part 2	Court Services	6 years	MOU

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Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

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PRIMARY HEADING: LEGAL AFFAIRS

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
L01	Appeals and Hearings	Clerk's	Permanent after Resolution of appeal	g059 g060 g068 g089 g090
L02	Claims Against the Municipality	Clerk's	Resolution of claim and all appeals + 2 years ultimate limitation = 15 years	g047 g056 g059 g060 g089 g162
L03	Claims By the Municipality	Clerk's	Resolution of claim and all appeals + 2 years	g056 g057 g072
L04	Contracts and Agreements - Under By-Law	Clerk's	act or omission on which claim is based took place + 15 years **	g060 g068
L05	Insurance Appraisals	Clerk's	After a new appraisal has been done + 15 years	g060
L06	Insurance Policies	Clerk's	Expiry of policy + 15 years	g060

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
L07	Land Acquisition and Sale	Clerk's	Property disposition + 10 years renewable energy projects agreements terms may not be more than 50 years append abandoned petroleum storage tank to deed	g041 g095 g133 g145 g153
L08	Opinions and Briefs	Clerk's	Superseded**	best practice/business need
L09	Precedents	Clerk's	Superseded**	best practice/business need
L10	Federal Legislation	Originating	Superseded	best practice/business need
L11	Provincial Legislation	Originating	Superseded	best practice/business need
L12	Vital Statistics	Clerk's	Permanent Marriage licences 2 years	best practice/business need (P)
L13	Prosecutions	Originating	Delivery of judgement + 7 years	g059 (2 year limitation) g060 (15 year limitation) best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
L14	Contracts and Agreements – Simple	Clerk's	Expiry of contract + 2 years ** Long term care service providers = Permanent	g041 g042 g053 g059 g062 g130

PRIMARY HEADING: MEDIA AND PUBLIC RELATIONS

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
M01	Advertising	Originating	1 years**	best practice/business need
M02	Ceremonies and Events	Originating	5 years **	best practice/business need
M03	Charitable Campaigns/Fund Raising	Originating	1 year	best practice/business need
M04	Complaints Commendations and Inquiries	Originating	5 years ** Long term care complaints = permanent	g054 g121 g160
M05	News Clippings	Originating	1 years**	best practice/business need
M06	News Releases	Originating	1 years**	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
M07	Publications	Originating	Superseded** Superseded + 3 years if publication is subject to copyright or trademark	g134
M08	Speeches and Presentations	Originating	3 years **	best practice/business need
M09	Visual Identity and Insignia	Clerk's	Superseded + 5 years **	g134 g136
M10	Website & Social Media Content	Originating	Superseded + 2 years	g059
M11	Public Relations and Public Awareness	Originating	5 years **	best practice/business need
M12	Intellectual Property	Clerk's	copyright, patent or trademark expired or last use + 5 years	g134 g135 g136

PRIMARY HEADING: PROTECTION AND ENFORCEMENT SERVICES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P01	By-law Enforcement	Originating	6 years **	g059 g089
P02	Daily Occurrence Logs	Originating	5 years **	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P03	Emergency Planning and Response	Originating	S** or expiry of plan + 5 years if Canadian Environmental Protection Act applies	g144
P04	Hazardous Materials	Originating	5 years	g038 g076 g121 g140 g142 g143 g149
P05	Incident/ Accident Reports	Originating	5 years	g011
P06	Building and Structural Inspections	Building	Permanent	g015 g045 g046 g073 g123
P07	Health and Fire Safety Inspections	Public Health	Superseded but, minimum 1 year	g045
P08	Investigations	Originating	10 years **	g059 g089 best practice/business need
P09	Licences	Clerk's	Expiry of licence + 2 years	g017
P10	Building Permits	Building	Permanent	g015
P11	Permits - Other	Originating	Expiry of permit + 2	g017

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P12	Warrants	Court Services By-law Services	Execution of warrant + 2 years Court services search warrants – 40 years	g028 g059
P13	Criminal Records	Court Services By-law Services	Occurrence/ investigation closed or disposition of charge + 5 years	best practice/business need
P14	Animal Control	Originating	date animal was last in the pound + 2 years	g012
P15	Community Protection Programs	Originating	Superseded + 2 years ** Surveillance video 72 hours unless requisitioned for use If requisitioned for use (MFIPPA or other investigation) = Superseded + 2 years	g071 best practice/business need
P16	Emergency Services	Originating	Superseded + 5 years	g011
P17	EMS and Fire Significant Incident & Impact Reports	EMS	Superseded + 5 years	g011
P18	EMS and Fire Accident Response Reports	EMS	Superseded + 5 years	g011
P19	EMS and Fire Statistics	EMS	Superseded + 2 years	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
P20	Prohibition Notices & Orders	Legal	15 years	g016
P21	Facilities Routine Water Use, Monitoring and Testing	Parks & Recreation Child Care Facility	pools and recreational camps = 1 year child care facility plumbing flush and water testing = 6 years	g049 g109

PRIMARY HEADING: RECREATION AND CULTURE

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
R01	Heritage Preservation	Clerk's	End of plan year or removal of designation + 3 years **	g081
R02	Library Services	Clerk's	5 years	g134
R03	Museum and Archival Services	Clerk's	Superseded + 3 years **	g134
R04	Parks Management	Parks & Recreation	park maintenance = 5 years ** Playground equipment maintenance = 15	g060 best practice/business need
R05	intentionally left blank			

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
R06	Recreational Programming	Parks & Recreation	program development & evaluation = 3 years ** program registration = 1 year attendance fee collection = 6 years	best practice/business need g071 g006

PRIMARY HEADING: SOCIAL AND HEALTH CARE SERVICES

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
S01	Children's Day Care and Day Nursery Services	Community Services	Superseded (review after 3 years)	g125
S02	Elderly and Supportive Assistance Services	Community Services	Superseded (review after 3 years)	best practice/business need
S03	Long Term Care Facility Clients	Community Services	E + 10 Years (Event = after the resident is discharged from the home)	g061 g097
S04	Community and Social Assistance Services	Community Services	Superseded (review after 3 years)	best practice/business need

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
S05	Ontario Works Clients	Community Services	date of last entry + 5 years outstanding overpayment = overpayment resolved + 5 years Fraud investigation = fraud resolved + 5 years outstanding family support issues = 10 years	g019 g084 g085
S06	Medical Case Clients	Public Health	discharged as a client + 15 years Note: reportable diseases may be longer	g060 college of physicians & surgeons of Ontario recommendation
S07	Children's Services	Community Services	Superseded (review after 3 years)	best practice/business need
S08	Public Health	Public Health	Superseded (review after 5 years)	best practice/business need
S09	Cemetery Interment	Clerk's	Permanent** Transfer to archives if no longer managed Burial permits = 2 years	g048 g101

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Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
S10	Day Care and Day Nursery Clients	Community Services	Last participated date + 3 years	g126
S11	Disabilities Support Clients	Community Services	no longer receiving support + 7 years	g155
S12	Housing Services	Community Services	10 years	g052 g163
S13	Housing Tenant Clients	Community Services	no longer resides + 5 years	g053 g163
S14	Home Child Care Program Administration	Community Services	3 years	g125
S15	Home Child Care Program Clients	Community Services	Last participated date + 3 years	g126
S16	Social and Health Care Planning and Management	Community Services	7 years	best practice/business need
S17	Client Care Coordination	Community Services	no longer receiving support + 10 years	g019 g053 g084 g085 g126 g155
S18	Long Term Care Operations	Community Services	Permanent	g003 g064 g163
S19	Food Preparation and Service	Community Services	1 year	g063
S20	Cemetery Operations	Cemetery	Contract fulfilled or no longer applies + 6 years	g047

LEGEND
P – Permanent · **S** – Superseded by newer version · **E** – Retention begins after triggering event ·
C – Current calendar year · **D** – Destroy ·
****** – Review required before destruction; some records may have archival value
Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

PRIMARY HEADING: TRANSPORTATION

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
T01	Illumination	Works	Removal of the equipment + 6 years Specifications = P	best practice/business need
T02	Parking	Works	Closure of lot or space + 6 years	best practice/business need
T03	Public Transit Operations	Works	Closure of route/ shelter/ stop + 1 year**, 2 years minimum retention	best practice/business need
T04	Road Construction	Works	project finished + 1 year** Specifications = P	g073
T05	Road Design and Planning	Works	project finished + 1 year** Specifications = P	g073
T06	Road Maintenance and Salt Usage	Works	project finished + 1 year salt plans, usage, training and reports = 7 years Specifications = P	g073 g139
T07	Signs and Signals	Works	Removal of sign/signal + 1 year	g073
T08	Traffic	Works	project finished + 1year** Temporary road closures = 2 years	best practice/business need

LEGEND
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****** – Review required before destruction; some records may have archival value
Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
T09	Roads and Lanes Openings/ Closures	Works	project finished + 1year**	best practice/business need
T10	Field Survey/Road Survey Books	Works	project finished + 1 year	best practice/business need
T11	Bridges	Works	project finished + 1 year Specifications = P	g073

PRIMARY HEADING: VEHICLES AND EQUIPMENT

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
V01	Fleet Management	Originating	termination of lease) + 2 years public vehicles trip record = 1 year Daily Inspection Logs = 2 years or 6 months after vehicle ceases to be operated	g050 g074 g130
V02	Mobile Equipment	Originating	Disposal of equipment + 1 year	g074 best practice/business need
V03	Transportable Equipment	Originating	Disposal of equipment + 1 year	g074 best practice/business need
V04	Protective Equipment	Originating	Disposal of equipment + 1 year	g074 g075 best practice/business need

LEGEND
P – Permanent · **S** – Superseded by newer version · **E** – Retention begins after triggering event ·
C – Current calendar year · **D** – Destroy ·
****** – Review required before destruction; some records may have archival value
Best Practive/Business Need – Legislation is silent. Based on The InfoPros recommendation and IM best practice.

Note: All retention periods are in years unless otherwise noted.

Class Code	Activity	Suggested Office of Primary Interest (OPI)	Retention Period (# of years after current year)	Retention Justification/ Citations - Reference
V05	Ancillary Equipment	Originating	Disposal of equipment + 1 year Set-up tests = until superseded	g074 g157

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 Flora Armenti for the City parcel legally described as, Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Flora Armenti for the sale as Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164**,** for the sale price of $4,367.50 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 Flora Armenti for the Part of Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164, with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule "A"

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 26 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Flora Armenti
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**

(a) 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 Block 12, Plan 59M-282, being Part 25 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 11, Plan 59M-282, being Part 23 of Plan 59R-18555, which is part of PIN 64157-0164, and Part of Block 11, Plan 59M-282, being Part 22 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 24 of Plan 59R-18555 being all of PIN 64157-0227 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Four thousand three hundred sixty-seven dollars and fifty cents ($4367.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Four thousand three hundred sixty-seven dollars and fifty cents ($4367.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Flora Armenti
26 Maple Street, Port Colborne, ON. L3K 6G7
Flora Armenti: floraarmenti@yahoo.ca

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.

WITNESS:

_____ _____

Flora Armenti

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Gladys Shoalts for the City parcel legally described as Part of Block 12 Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Gladys Shoalts for the sale Part of Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164 for the sale price of $8,482.50 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Gladys Shoalts**)** for the Part of Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule "A"

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 2 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Gladys Shoalts
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**

(a) 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 Block 12, Plan 59M-282, being Part 5 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 3 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 4 of Plan 59R-18555, being all of PIN 64157-0221 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Eight thousand four hundred eighty-two dollars and fifty cents ($8482.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Eight thousand four hundred eighty-two dollars and fifty cents ($8482.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Gladys Shoalts
2 Maple Street, Port Colborne, ON. L3K 6G7
Gladys Shoalts: gladysshoalts@gmail.com
Ann Dilts: g.anndilts@gmail.com

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.

WITNESS:

_____ _____

Gladys Shoalts

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Ila Mater for the City parcel legally described as, Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164,

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Ila Mater for the sale as Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164**,** for the sale price of $2603.57 and associated fees; and

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

1. That The Corporation of the City of Port Colborne enters into an Agreement of Purchase and Sale with Ila Mater for the Part of Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule "A"

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 18 MAPLE STREET

THIS AGREEMENT is dated for reference as of the _____ day of _____2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Ila Mater
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**

(a) 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 Block 12, Plan 59M-282, being Part 17 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 15 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 16 of Plan 59R-18555, being all of PIN 64157-0225 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand six hundred three dollars and fifty-seven cents ($2603.57) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand six hundred three dollars and fifty-seven cents ($2603.57) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the -_____ day of _____ 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Ila Mater
18 Maple Street, Port Colborne ON L3K 6G7
905-834-5035

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.

WITNESS:

_____ _____

Ila Mater

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of ____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 James Allan and Martha Allan for the City parcel legally described as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164,

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with James Allan and Martha Allan for the sale as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164for the sale price of $2637.50 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 James Allan and Martha Allan for the as Part of Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule "A"

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 14 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

James Allan and Martha Allan
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**

(a) 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 Block 12, Plan 59M-282, being part of Part 14 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being part of Part 13 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 12 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M282, being Part 13 of Plan 59R-18555 being all of PIN 64157-0224 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand six hundred thirty-seven dollars and fifty cents ($2637.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand six hundred thirty-seven dollars and fifty cents ($2637.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

James Allan and Martha Allan
14 Maple Street, Port Colborne ON. L3K 6G7
jimfallan@cogeco.ca

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.

WITNESS:

_____ _____

James Allan

_____ _____

Martha Allan

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Judith Brandon for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Judith Brandon for the sale as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164 for the sale price of $2630.57 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 Judith Brandon for the as Part of Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164 with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule "A"

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 10 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Judith Brandon
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**

(a) 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 Block 12, Plan 59M-282, being Part 11 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 9 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 10 of Plan 59R-18555, being all of PIN 64157-0223 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand six hundred thirty dollars and fifty-seven cents ($2630.57) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand six hundred thirty dollars and fifty-seven cents ($2630.57) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Judith Brandon
10 Maple Street, Port Colborne, ON. L3K 6G7
905-414-3777

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.

WITNESS:

_____ _____

Judith Brandon

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
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 Nancy Kramarich and Margaret Kramarich for the City parcel legally described as Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164

Whereas at its meeting of August 11th, 2026, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Planning and Development Report No. 2026-97 Sale of Surplus City Property to neighbours – Maple Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Nancy Kramarich and Margaret Kramarich for the sale as Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164**,** for the sale price of $2,807.50 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 Nancy Kramarich and Margaret Kramarich for the Part of Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164, with the 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, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk

Schedule "A"

AGREEMENT OF PURCHASE AND SALE FOR LANDS ADJOINING 34 MAPLE STREET

THIS AGREEMENT is dated for reference as of the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(the "**Vendor**")

- and -

Nancy Kramarich and Margaret Kramarich
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**

(a) 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 Block 12, Plan 59M-282, being Part 31 of Plan 59R-18555, which is part of PIN 64157-0165, Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555, which is part of PIN 64157-0165, and Part of Block 11, Plan 59M-282, being Part 29 of Plan 59R-18555, which is part of PIN 64157-0164 (the "**Property**"); and

(b) The Purchaser confirms its understanding that upon completion of the transactions contemplated herein, the Property will merge with the adjoining lands owned by the Purchaser which are legally described as Part of Block 12, Plan 59M-282, being Part 30 of Plan 59R-18555 being all of PIN 64157-0229 (LT) (collectively, the "**Adjoining Parcel**");

2. **Payment of Purchase Price**

The purchase price for the Property is Two thousand eight hundred seven dollars and fifty cents ($2807.50) (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 FIVE HUNDRED DOLLARS ($500.00) Dollars by wire transfer or certified cheque drawn against the trust account of a law firm in Ontario to Sullivan Mahoney LLP, In Trust, as the Vendor'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 Purchaser will be pay the sum of Two thousand eight hundred seven dollars and fifty cents ($2807.50) subject to the usual adjustments, if any, plus adjustments in favour of the Vendor for legal, surveying and public notice costs incurred by the Vendor, 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. The surveying costs are currently estimated at $400.00 plus HST, and the legal costs incurred by the Vendor are estimated at $2,000.00 plus disbursements and HST.

3. **Title Clause**

This Agreement is subject to the title to the Property being good and free from all encumbrances, any easements for servicing or utilities, municipal agreements, subdivision 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. Environmental

(a) The Purchaser acknowledges and agree 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, 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.

7. 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.

8. Closing Date

The transaction of purchase and sale shall be completed by no later than 5:00 p.m. on the ___ day of _____, 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). On Closing, the Buyer will be responsible for the legal and surveying costs of the Vendor, as well as costs relating to any public notices which are required, in connection with the purchase and sale transaction contemplated herein. 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.

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) The Purchaser's solicitor will deliver an undertaking to consolidate the new PIN for the Property (once it is available) with the PIN for the Adjoining Parcel.

(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.

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 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.

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:

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

Attention: Chief Administrative Officer

To the Purchaser:

Maragaret Kramarich
34 Maple Street, Port Colborne, ON. L3K 6G7
nankram@gmail.com

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.

WITNESS:

_____ _____

Nancy Kramarich

_____ _____

Margaret Kramarich

IN WITNESS WHEREOF the Vendor has executed this Agreement the ____ day of _____, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
We have authority to bind the Corporation.

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 Special Meeting of August 11, 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 Special Meeting of August 11, 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 11th day of August, 2026.

_____
William C. Steele
Mayor

_____
Charlotte Madden
City Clerk