



City of Port Colborne
Regular Meeting of Committee of the Whole 09-19
Monday, March 11, 2019 – 6:30 p.m.
Council Chambers, 3rd Floor, 66 Charlotte Street

Agenda

1. **Call to Order:** Mayor William C. Steele
2. **National Anthem:**
3. **Introduction of Addendum and Delegation Items:**
4. **Confirmation of Agenda:**
5. **Disclosures of Interest:**
6. **Adoption of Minutes:**
 - (a) Regular meeting of Committee of the Whole 07-19, held on February 25, 2019
7. **Determination of Items Requiring Separate Discussion:**
8. **Approval of Items Not Requiring Separate Discussion:**
9. **Presentations:**
 - (a) Fire Chief Tom Cartwright will be presenting a Retirement Award to David Daisley Volunteer Fire Fighter, Port Colborne Fire and Emergency Services

Delegations (10 Minutes Maximum):

 - (a) Wayne Lukacs owner of 32 Carter Street Re: Requesting that the Fence located at the back of his property (4 – 5 foot piece) which extends onto City property, be granted (Page No. 9)
 - (b) Joe Nicholls owner of 57 Oak Street Re: Request a By-law Exemption to Install a Second Driveway on his property (Page No. 11)
 - (c) Gay Douglas of Literacy Link Niagara Re: Providing Information about Myths and Facts about Adult Literacy in Niagara (Page No. 13)
10. **Mayor's Report:**
11. **Regional Councillor's Report:**
12. **Councillors' Items:**
 - (a) Councillors' Issues/Enquiries
 - (b) Staff Responses to Previous Councillors' Enquiries

13. Consideration of Items Requiring Separate Discussion:**14. Notice of Motion:****15. Adjournment:****Upcoming Committee of the Whole and Council Meetings**

Monday, March 25, 2019	Committee of the Whole/Council – 6:30 P.M.
Monday, April 8, 2019	Committee of the Whole/Council – 6:30 P.M.
Tuesday, April 23, 2019	Committee of the Whole/Council – 6:30 P.M.
Monday, May 13, 2019	Committee of the Whole/Council – 6:30 P.M.
Monday, May 27, 2019	Committee of the Whole/Council – 6:30 P.M.

Note: If not otherwise attached to the staff report, by-laws are published and available for review under the "Consideration of By-laws" section of the Council agenda.

Committee Items:

Notes	Item	Description / Recommendation	Page
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>1.</p>	<p><u>Motion by Councillor Eric Beauregard Re: The Implementation of a Community Planning Permit System and the use of Inclusionary Zoning within the City of Port Colborne</u></p> <p>That the Director of Planning and Development investigate the implementation of a community planning permit system and the use of inclusionary zoning within the City of Port Colborne; and</p> <p>That the Director of Planning and Development report back to Council with recommendations through the official plan review.</p> <p>Note: Notice of Motion was given at the Meeting of February 25, 2019.</p>	<p>----</p>
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>2.</p>	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-22, Subject: Project No. 2013-09, Annual Asphalt Patching Contract, Extension</u></p> <p>That the current Asphalt Patching Contract # 2013-09 with Circle P Paving be extended for another 2 years, 2019 and 2020, all at the agreed pricing as established previously for 2016; and</p> <p>That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year of 2019 and 2020, all as approved in the annual budget by Council, for each of those years; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for the asphalt patching extension, be financed under the GL Account numbers for the various utility cuts and road repairs as required.</p>	<p>35</p>

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WCS RB AD	MB GB DK	EB FD HW	3.	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-23, Subject: Project No. 2015-10, Annual Concrete Sidewalk Construction Contract, Extension</u></p> <p>That the current Annual Sidewalk Construction Contract # 2015-10 with CTC Contracting be extended for another year, being 2019, at a 3% increase over 2016's previously established unit rates; and</p> <p>And that staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for 2019, all as approved in the annual budget by Council; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for Project # 2015-10 Extension, be financed under the following GL Account numbers for Concrete Sidewalk Construction, G/L #3-550-33155-3328, 0-500-73651-3328, 7-590-76220-3328, 0-510-74800-3328, 0-550-74385-3328, 6-595-76315-3328 and 6-595-76330-3328.</p>	39
WCS RB AD	MB GB DK	EB FD HW	4.	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-24, Subject: Project 2015-11, Annual Asphalt Resurfacing, Extension</u></p> <p>That the current Asphalt Resurfacing Contract # 2015-11 with Rankin Construction be extended for another 2 years, 2019 and 2020, at a 2% annual increase being 2% applied to the 2018 unit rates for 2019, and a 2% increase applied to the 2019 unit rates for 2020; and</p> <p>That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year of 2019 and 2020, all as approved in the annual budget by Council, for each of those years; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for Project # 2015-11, Extension, be financed under the following GL Account number for Annual Road Resurfacing, G/L # 3-550-33129-3328.</p>	43

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WCS MB EB RB GB FD AD DK HW	5.	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-28, Subject: Project No. 2015-04, City Wide Grass Mowing Contract, Extension</u></p> <p>That the current City Wide Roadside Grass Mowing Contract # 2015-04 with The Greenfield Group be extended for another year, at a 1.8% increase over the 2018 unit rates; and</p> <p>That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year, all as approved in the annual budget by Council, for each of those years; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for Project # 2015-04, Extension, be financed under the following GL Account number for annual roadside grass mowing, G/L # 0-500-73410-3328.</p>	47
WCS MB EB RB GB FD AD DK HW	6.	<p><u>Planning and Development Department, Planning Division, Report No. 2019-14, Subject: Site Alteration Permit – Port Colborne Quarries</u></p> <p>That Council approve a Site Alteration Permit for Port Colborne Quarries for the placement of approved MOECP Table 1 clean inert fill in Pit 1 for a 20-year period subject to the following conditions:</p> <ul style="list-style-type: none"> i) That the Ministry of Natural Resources' consent to change the type of rehabilitation program. ii) That Port Colborne Quarries follow Golder Associates' Soil Management Plan. iii) That Port Colborne Quarries work with applicable agencies to ensure a portion of the ANSI remains exposed and to help create a form of public access for educational purposes. iv) That a Site Alteration Permit fee of \$1,420 be submitted to the Department of Planning and Development. 	49

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WCS	MB	EB	7.	<p><u>Planning and Development Department, Planning Division, Report 2019-20, Subject: Sale of a Part of Kinnear Park</u></p> <p>That Council declares Part 1 on Plan 59R-16309 as surplus to the City's needs; and</p> <p>That the City enters into an Agreement of Purchase and Sale with Bruce & Leslie Biederman, for the purchase price of \$4,500 (plus HST); and</p> <p>That the Mayor, Clerk and City Solicitor be authorized to sign and execute any and all documents respecting the sale of these lands.</p>	105
RB	GB	FD			
AD	DK	HW			
Miscellaneous Correspondence					
WCS	MB	EB	8.	<p><u>Ministry of Transportation Re: Public Transit Infrastructure Fund regarding an Amending Agreement to the Public Transit Infrastructure Fund Transfer Payment Agreement Between Ontario and the City of Port Colborne</u></p> <p>That the correspondence received from the office of Vinay Sharda, Executive Director, Ministry of Transportation, Policy and Planning Division, Transit Policy and Programs Group regarding and Amending Agreement to the Public Transit Infrastructure Fund Transfer Payment Agreement between Ontario and the City of Port Colborne, be received for information; and</p> <p>That the Mayor and City Clerk be authorized to execute the amending agreement.</p>	115
RB	GB	FD			
AD	DK	HW			
WCS	MB	EB	9.	<p><u>Vance Badawey, Member of Parliament, Niagara Centre Re: Interim Report on Establishing a Canadian Transportation and Logistics Strategy</u></p> <p>That the correspondence received from Vance Badawey, Member of Parliament, Niagara Centre Re: Interim Report on Establishing a Canadian Transportation and Logistics Strategy, be received for information.</p> <p>Note: The attachment is available to view in the Clerk's Office. (Interim Report on Establishing a Canadian Transportation and Logistics Strategy)</p>	125
RB	GB	FD			
AD	DK	HW			

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WCS	MB	EB	10.	Vance Badawey, Member of Parliament, Niagara Centre Re: <u>Canada-Ontario Bilateral Agreement</u>	127
RB	GB	FD			
AD	DK	HW		That the correspondence received from Vance Badawey, Member of Parliament, Niagara Centre Re: Canada-Ontario Bilateral Agreement, be received for information.	
WCS	MB	EB	11.	Region of Niagara Re: <u>Niagara Peninsula Conservation Authority Board Appointments</u>	159
RB	GB	FD			
AD	DK	HW		That the correspondence received from the Region of Niagara Re: Niagara Peninsula Conservation Authority Board Appointments, be received for information.	
Outside Resolutions – Requests for Endorsement					
WCS	MB	EB	12.	Town of Fort Erie Re: <u>Participation of Local Municipalities in the Financial Administration and Governance of Conservation Authorities and Endorsement and Support</u>	167
RB	GB	FD			
AD	DK	HW		That the resolution received from the Town of Fort Erie Re: Participation of Local Municipalities in the Financial Administration and Governance of Conservation Authorities and Endorsement and Support, be received for information.	
WCS	MB	EB	13.	City of Welland, Town of Pelham, Town of Lincoln Re: <u>Region of Niagara 2020 Waste Collection Contract – Proposed Changes</u>	169
RB	GB	FD			
AD	DK	HW		That the resolutions received from the City of Welland, town of Pelham and the Town of Lincoln Re; Region of Niagara 2020 Waste Collection Contract, be received for information.	
Responses to City of Port Colborne Resolutions					
Nil.					

Note: If not otherwise attached to the staff report, by-laws are published and available for review under the "Consideration of By-laws" section of the Council agenda.

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I WAYNE LUKACS IS
COMING TO THE CITY OF P/C.
MEETING MAR. 11TH ABOUT
THE FENCE ON MY
LOT.

WJ LL

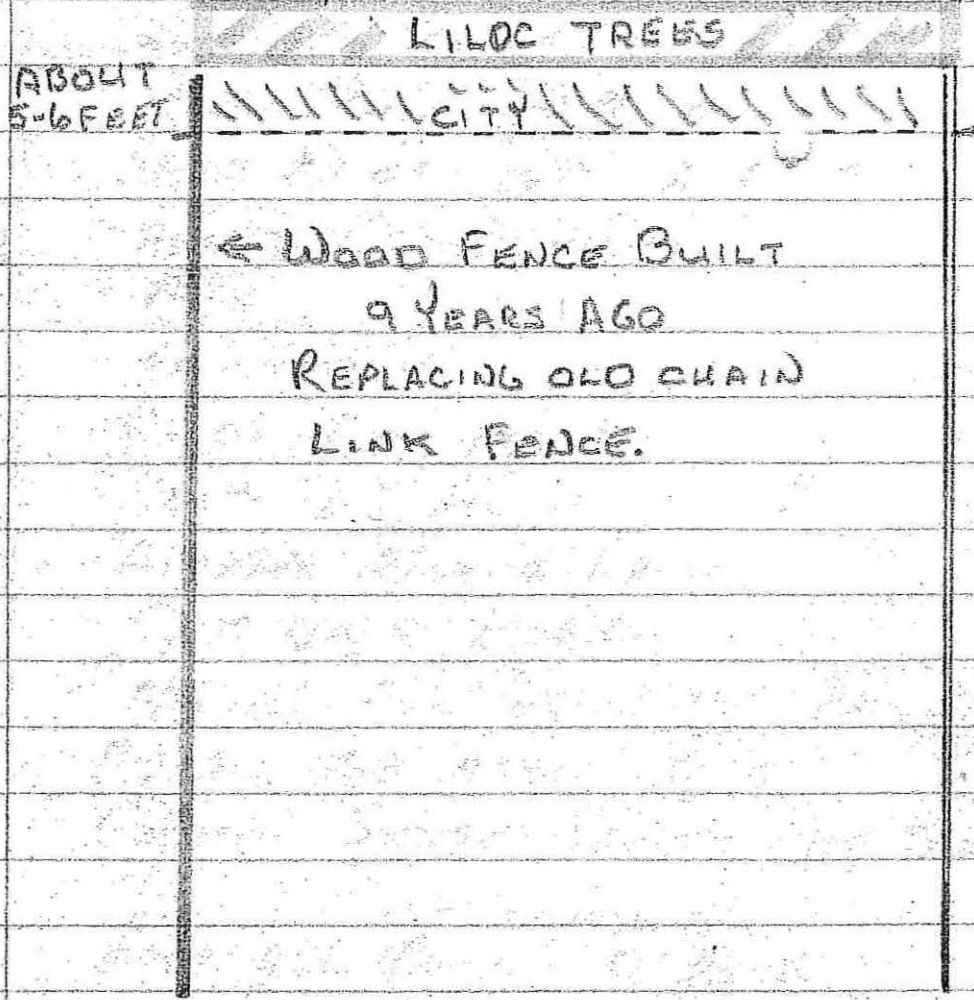
I WOULD REQUEST THAT
THE 4-5 FOOT PIECE OF
FENCE THAT IS LOCATED
ON CITY PROPERTY, I WISH
FOR THIS TO BE GRANTED.

City of Port Colborne
RECEIVED

FEB 28 2019

CORPORATE SERVICES
DEPARTMENT

TRAIN TRACKS ← ##
ABOUT TREES PLANTED 1955
30 FT AWAY ↓



BRENT FROM CITY
WAS OVER AND SAID
NO BIG DEAL CAN NOT
SEE WHY CITY WOULD NOT
ALLOW IT.

From: "Joe Nicholls" <[REDACTED]>
To: "amberlapointe@portcolborne.ca" <amberlapointe@portcolborne.ca>
Date: 2019-03-04 12:33 PM
Subject: Re: Council Delegation - March 11

Dear Council Members,

Thank you in advance for considering my request to install a second driveway at 57 Oak St. I do realize that when it comes to the required frontage, I am substantially short of the requirement, however, a large part of why I am hoping this can go through is because of the fact that our house is a registered duplex. As such, I feel that with multiple families on the premises, a second driveway would considerably help ease vehicle congestion on the street, as well as make it safer and more efficient for our municipal workers with garbage and recycling collection, snow plowing, etc.

Since moving to Port Colborne in 2014, and my wife subsequently in 2015, she and I have thoroughly enjoyed being a part of our community, and as well we enjoy offering a high quality rental property for very reasonable rates. My thought is that in addition to the benefits for our municipal workers, having this second driveway would only add to the rental service we can offer to the community, as this would bring more usefulness to the property from a renters perspective.

Hopefully we can work something out to be able to move forward with the project, because in addition to all of the above, I really look forward to completing some other aesthetic work on the property that is tentatively planned to incorporate said driveway. In so doing I would be excited to see the end result not only to improve our property, but also our neighbourhood as a whole.

Thank you so much for your consideration, I look forward to speaking more next week.

Joe Nicholls

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From: <lindasoffice[REDACTED]>
To: <cityclerk@portcolborne.ca>
Cc: <execdir@literacylinkniagara.ca>
Date: 2019-02-28 01:16 PM
Subject: Request to appear as Delegation

Hi Amber,

I am writing on behalf of Gay Douglas and Literacy Link Niagara. Please accept this email as Gay's request to appear as Delegation for the upcoming March 11, 2019 city council meeting.

Gay will be providing a short presentation discussing the myths and facts about literacy in Niagara. The presentation (attached) shows the 6 myths surrounding literacy and shares some alarming data regarding literacy in our community. Please let me know the availability as soon as you can by either replying "all" to this email or you can call my cell at the number below.

Thank you

Linda Johnston

@Linda's Office
Owner/Operator
905-401-8566

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

Ce message contient de l'information confidentielle et est destiné uniquement à la personne nommée. Si vous n'êtes pas le destinataire nommé vous êtes défendus de diffuser et/ou distribuer et/ou de copier ce courriel. Svp informer l'expéditeur immédiatement par courriel si vous avez reçu ce message par erreur et supprimer le courriel de votre système.



Myths and Facts about Adult Literacy - presentation.pptx

The logo for LINK Niagara features the word "LINK" in a bold, orange, sans-serif font. Below it, the word "Niagara" is written in a light blue, cursive script. To the right of the text is a stylized orange pencil with a white eraser and a silver band.

LINK

6 Common Myths and Facts about Adult Literacy

Delegation to the City of Port Colborne, March 11, 2019
Gay Douglas, Co-Executive Director

Literacy Link Niagara

- * Adult regional literacy network: “support org.”, one of 16, MAESD-funded
- * Link internally: Coordinate Literacy Services Plan with 10 local literacy programs, training, information and support
- * Link externally: Information & referral to clients, agencies and communities – objective assessments
- * Research and development projects, Clear Writing

Myth 1: Literacy is about reading and writing.

Fact

- * reading, writing and math
- * understanding and using printed materials – reports, letters, manuals
- * verbal communications
- * understanding documents such as safety instructions, assembly directions, maps
- * understanding numbers, charts, schedules and tables
- * thinking critically, acting logically to solve problems and make decisions
- * Digital literacy - using technology, tools and information systems effectively
- * the ability to build and work in teams, and positive attitude toward change.

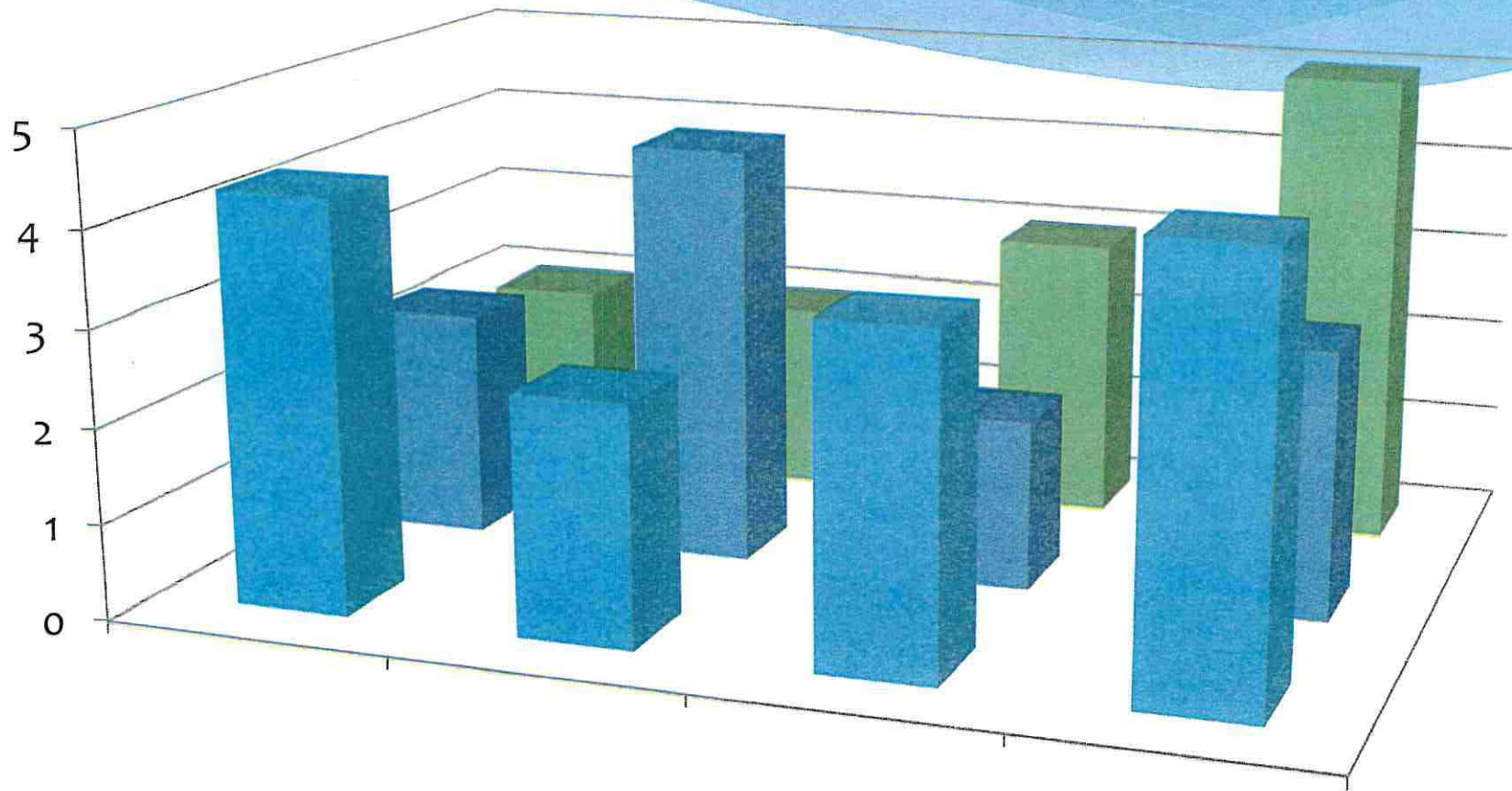
(Conference Board of Canada)

What is literacy?

- * “Beyond its conventional concept as a set of reading, writing and counting skills, literacy is now understood as a means of identification, understanding, interpretation, creation, and communication in an increasingly digital, text-mediated, information-rich and fast-changing world.”

(UNESCO)

Myth #2: A person is either literate or illiterate.



The bar has been raised.

The increased and ever-changing demands of technology and a global economy have expanded the scope and raised the bar on the literacy skills needed to fully function

- * at home
- * at work
- * in the community

e.g. Parking, online services, paying bills?

- * Jobs requiring low levels of literacy are gone or have morphed into high-literacy jobs

e.g. Farmer, Cook, Cashier, Greenhouse worker

affects older people with limited education.

Fact

Though some correlations can be drawn between educational attainment, age and literacy levels, the reality is that literacy challenges are experienced by adults at different ages with varying levels of education

* In 2017-18 in Niagara

- * 41% of Learners between 25-44 years, 25% between 45-64
- * 32% had a high school diploma
- * 21% had some college or diploma/certificate program
- * 7% Had a bachelor's degree
- * 31% were employed
- * 27% state they have a disability
- * 32% have a goal of post-secondary
- * 30% have a goal of employment

Myth 4: Canada's literacy problems are due to increased immigration.

Fact

While some newcomers have low literacy skills many do not.

The overall percentage of Canadian adults with low literacy is 42 per cent, a level that has effectively remained the same since 1994.

(Human Resources and Skills Development Canada)

Ontario's LBS programs primarily serve Learners born and educated in Canada.

Myth 5: The school system should be able to address the issue of low literacy.

- * Our public school systems do not always have the resources to deal with children and youth with literacy challenges
- * To address the issue of low literacy in adult Canadians, there must be opportunities for adults to access the literacy upgrading they require
- * Business, labour, government and schools need to work together

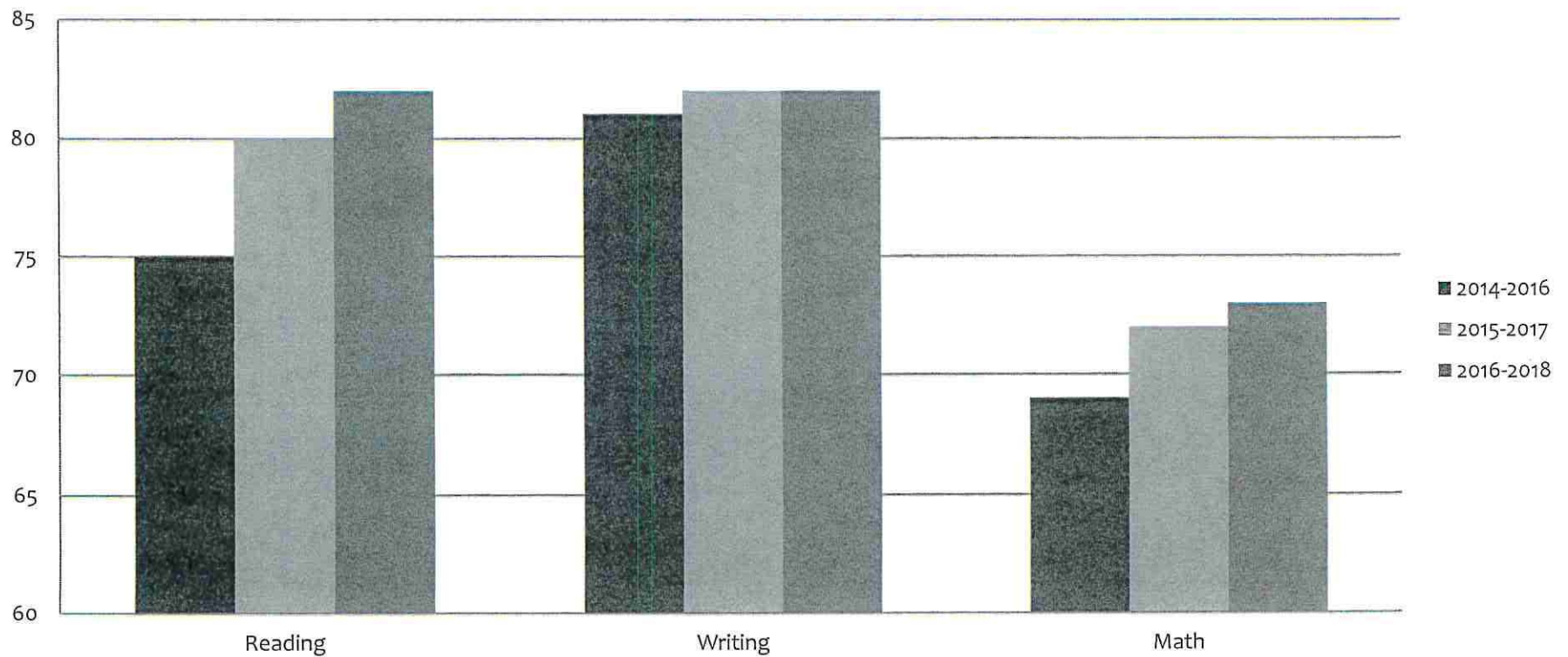
We learn and practice most of our literacy skills at work.

- * The opportunity to use and develop literacy on the job can actually maintain and enhance literacy skills long after formal education is completed.

(Canadian Manufacturers and Exporters Assn.)

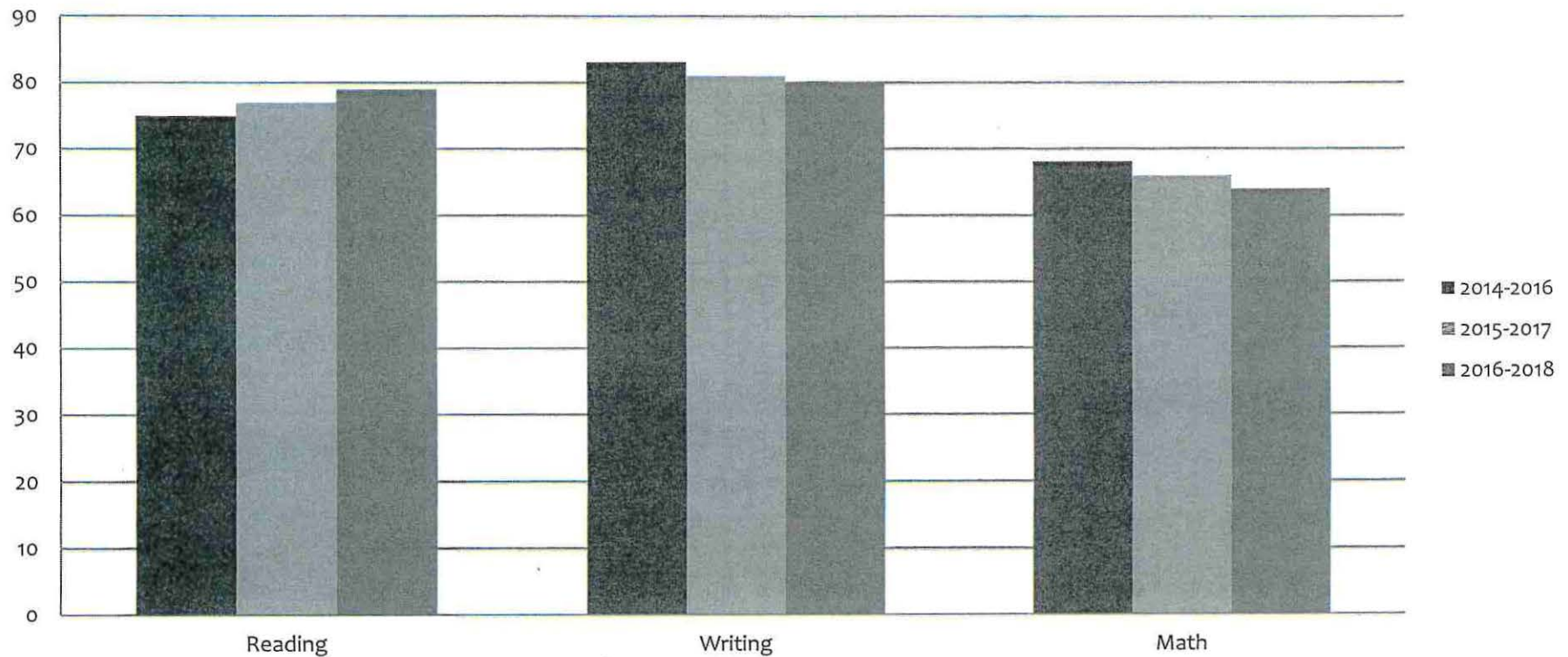
EQAO data – will today's Students become tomorrow's Learners?

DSBN - Grade 3 across 3 years



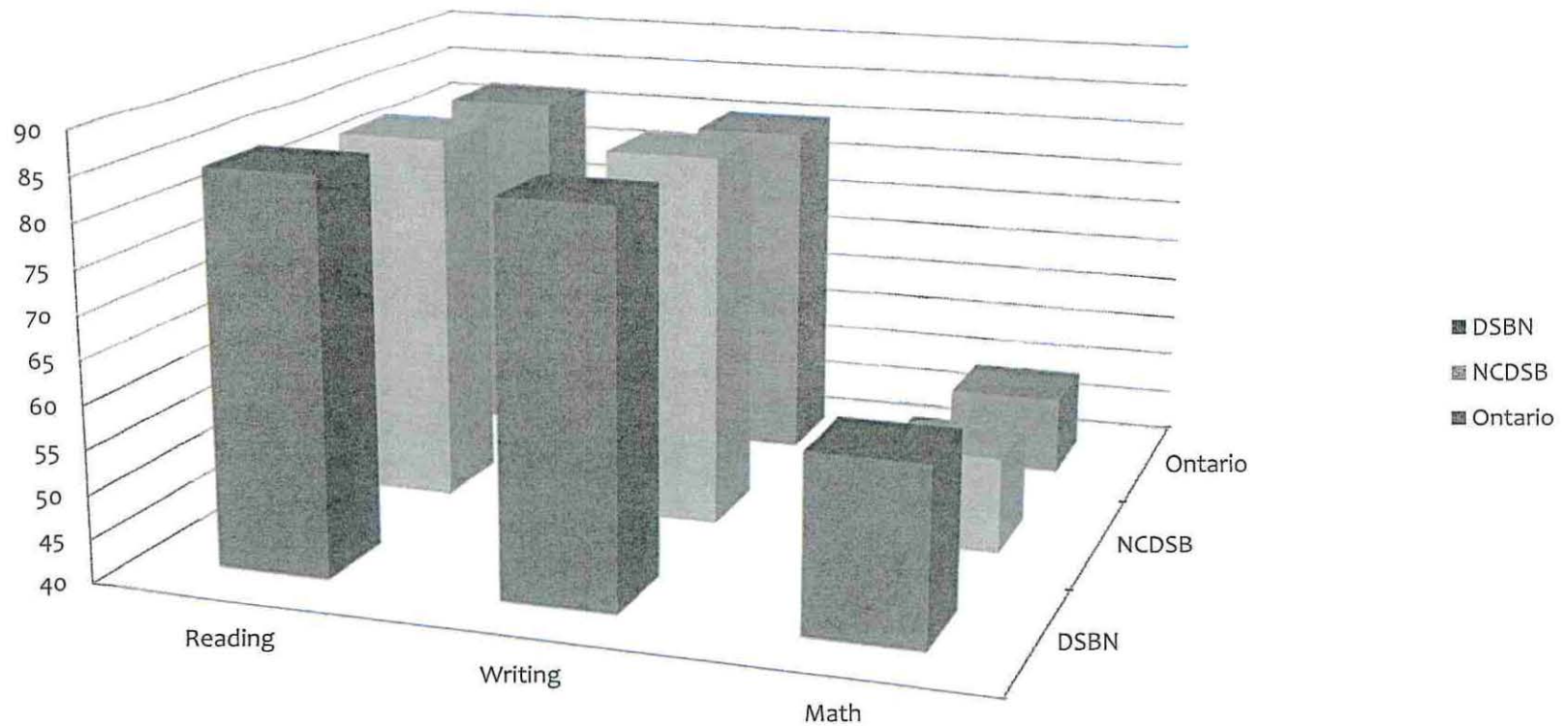
EQAO data – will today's Students become tomorrow's Learners?

NCDSB - Grade 3 across 3 years



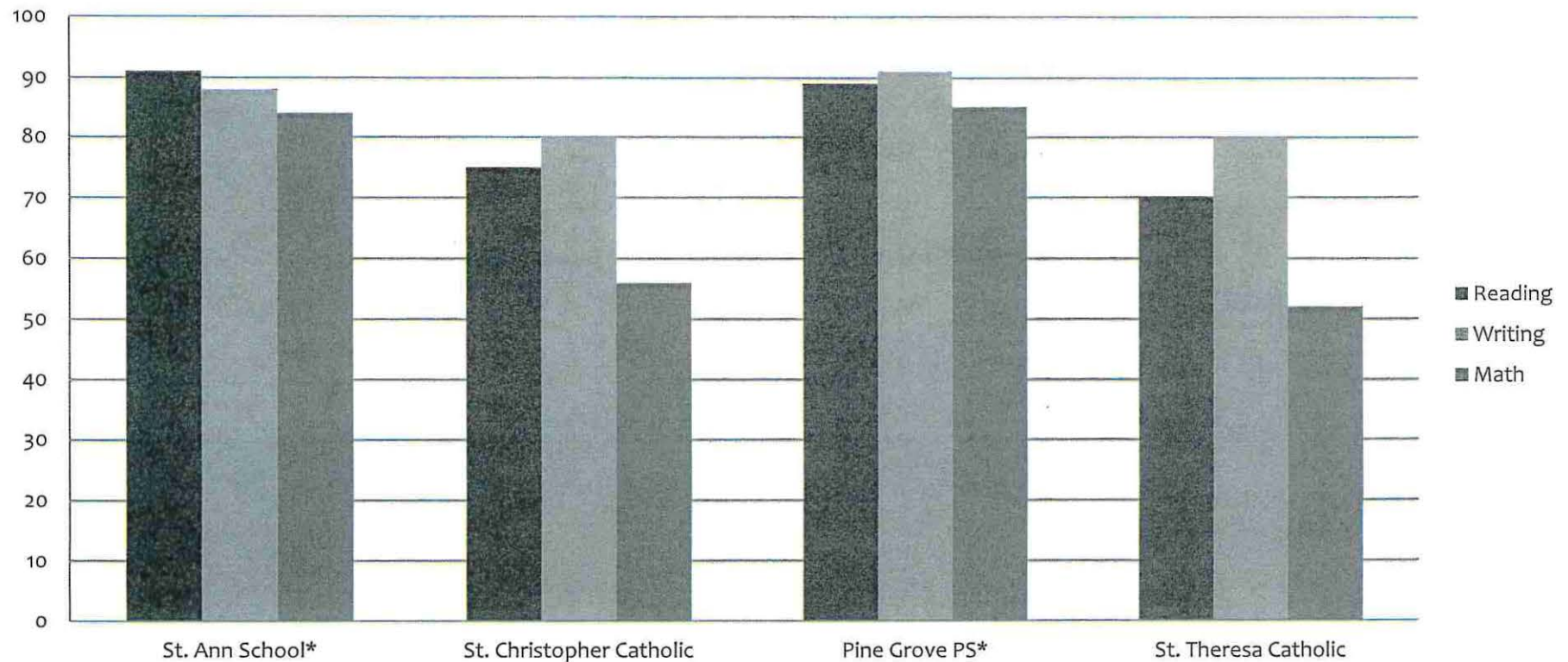
EQAO data – will today's Students become tomorrow's Learners?

Grade 6 Results - 2016-18



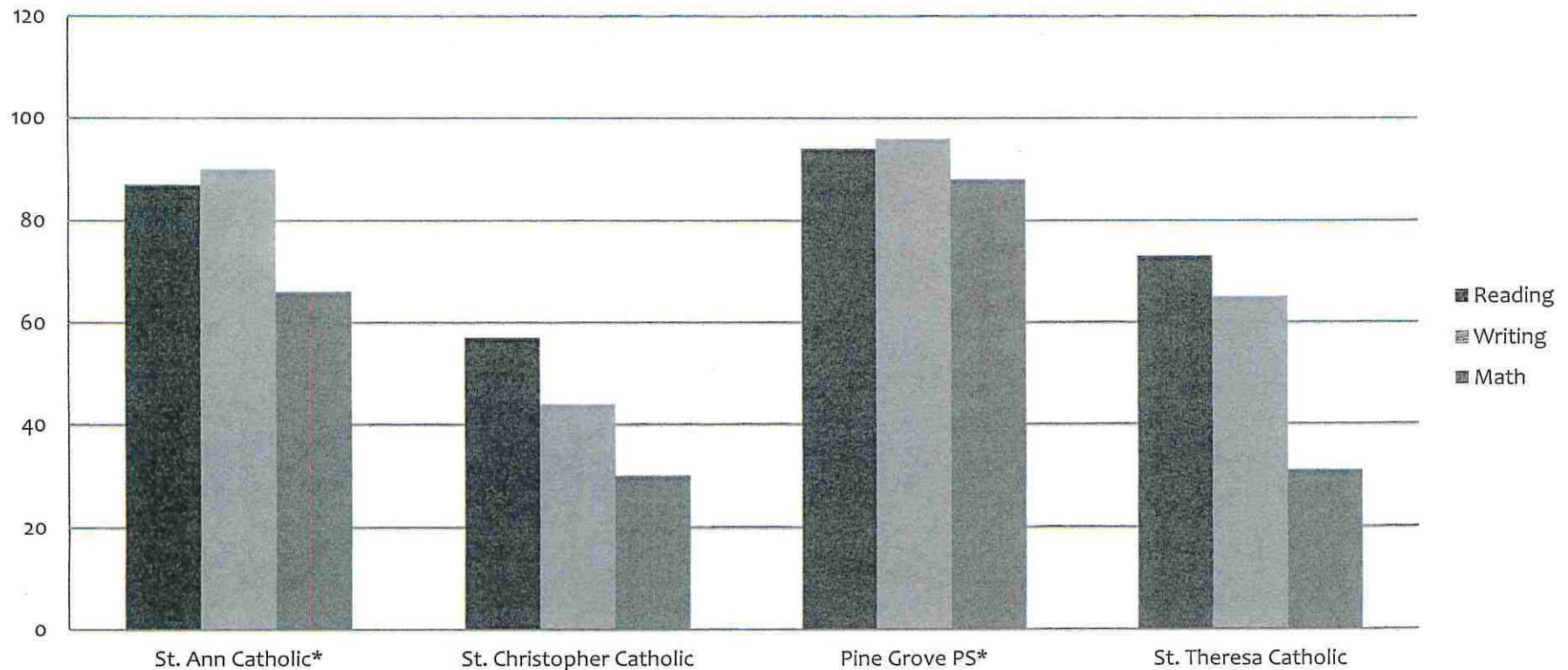
EQAO data – will today's Students become tomorrow's Learners?

Grade 3 - 2016/18 Results - middle class* vs poverty



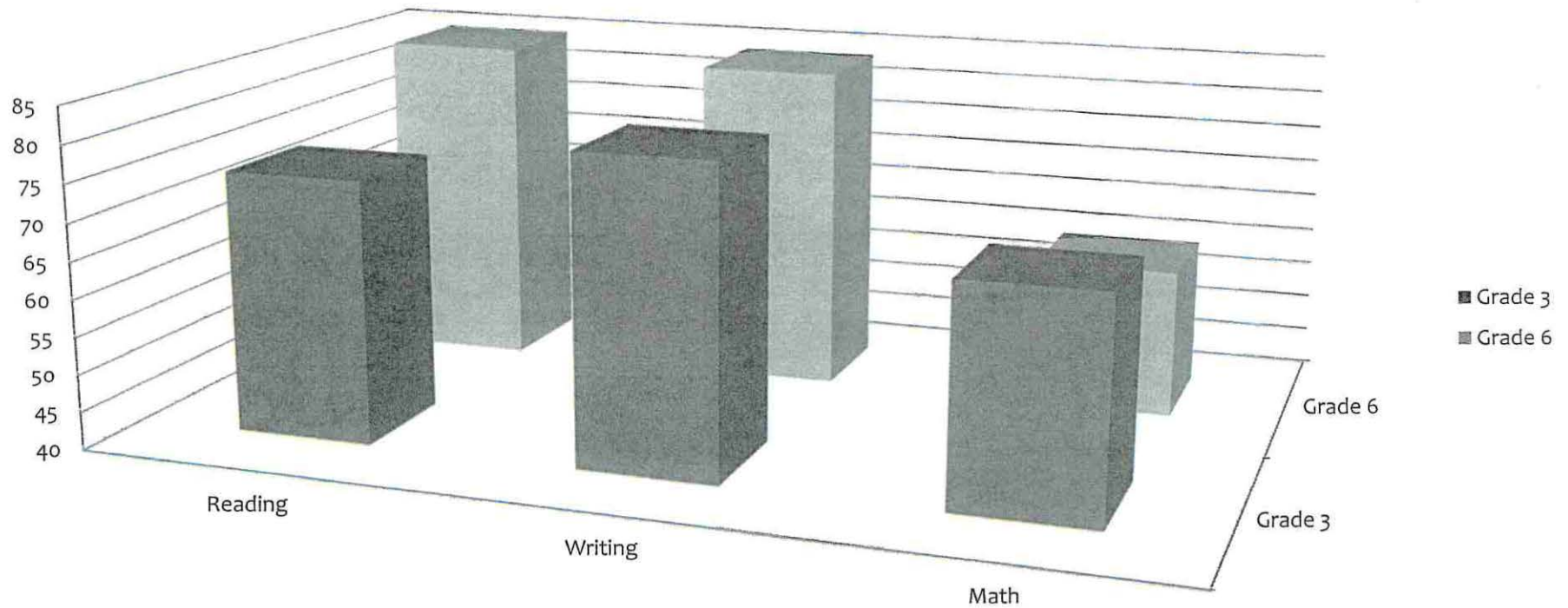
EQAO data – will today's Students become tomorrow's Learners?

Grade 6 - 2016/18 Results - middle class* vs poverty



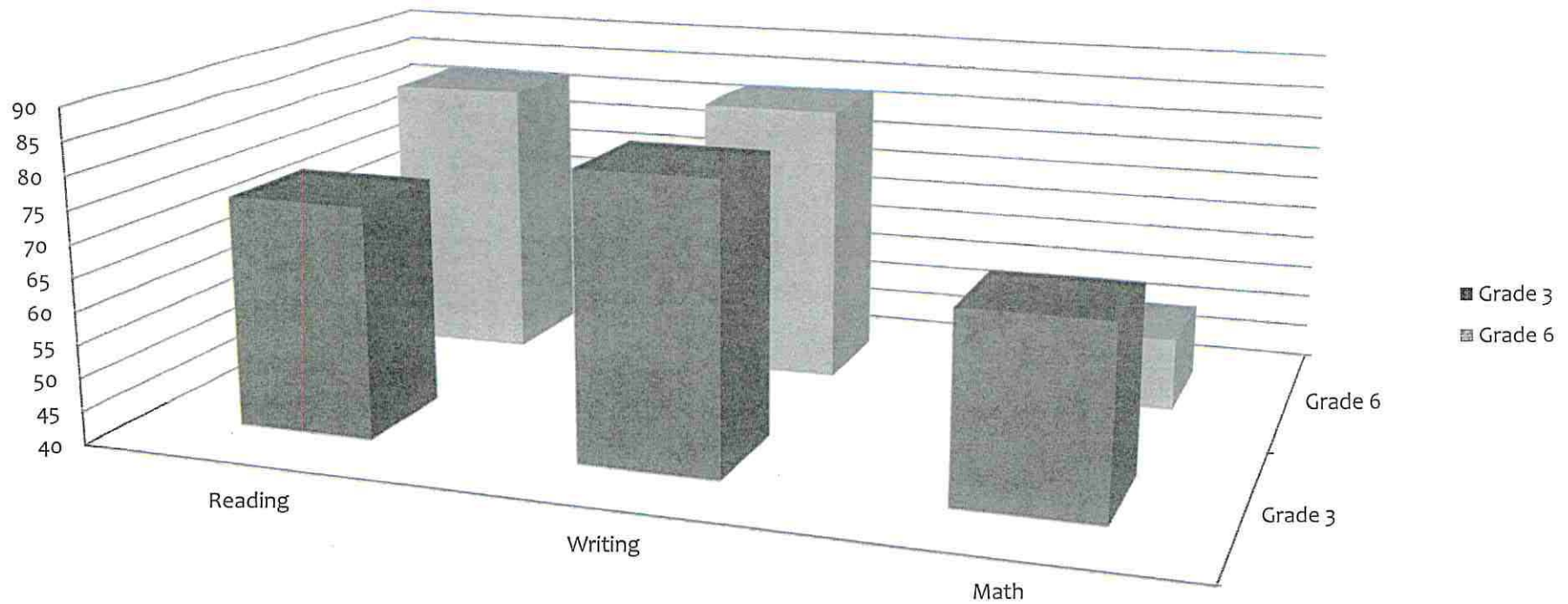
EQAO data – will today's Students become tomorrow's Learners?

DSBN - Grade 3 to 6 Results - 2014/15 - 2017/18



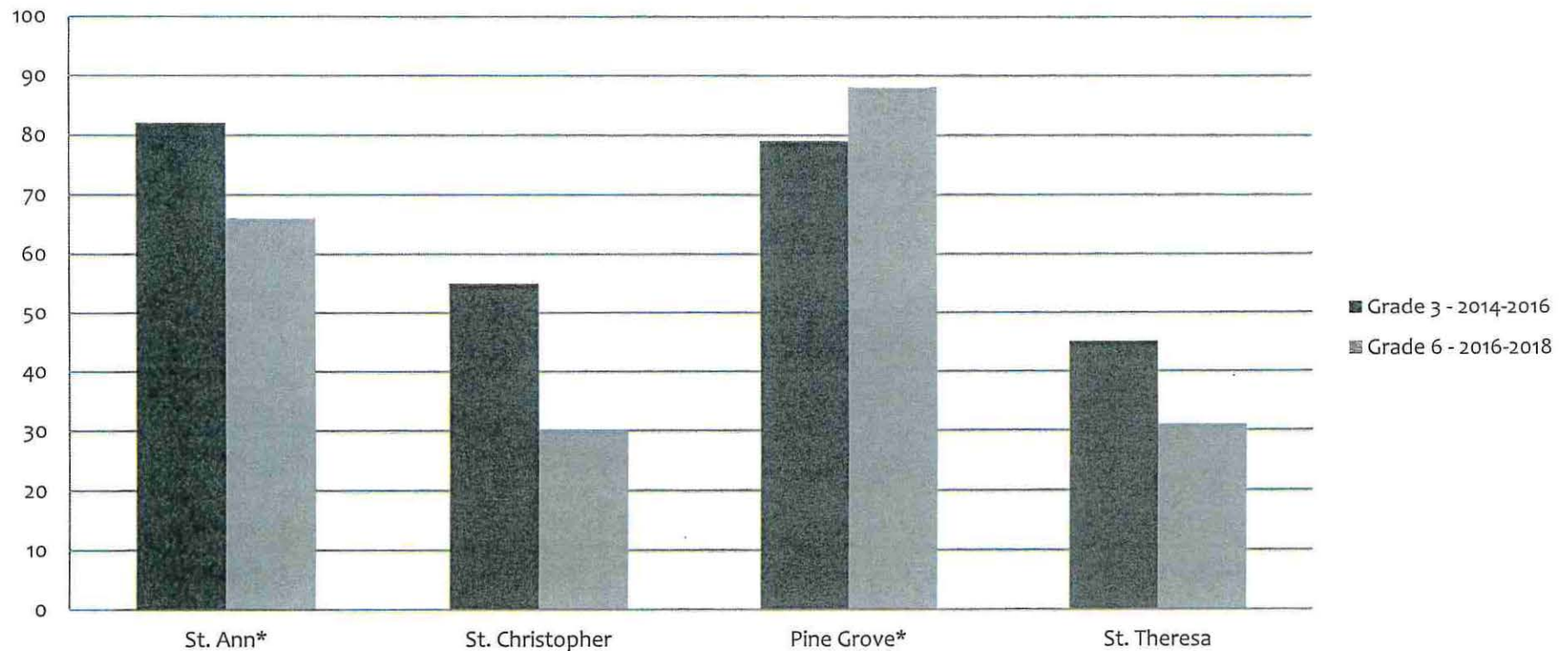
EQAO data – will today's Students become tomorrow's Learners?

NCDSB - Grade 3 to 6 Results - 2014/15 - 2017/18



EQAO data – will today's Students become tomorrow's Learners?

Grade 3 to Grade 6 Math Results - middle class* vs poverty



Myth 6: I don't know anyone with a literacy problem.

Fact

- * Few adults with literacy problems are willing to admit it to others. Many do not acknowledge it themselves
- * There is a significant stigma for having literacy difficulties, and many adults have developed strong coping skills to hide the problem
- * You likely know someone with a literacy problem

Thank you. For more information

www.literacylinkniagara.ca



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Report Number: 2019-22

Date: March 11, 2019

SUBJECT: Project No.: 2013-09, Annual Asphalt Patching Contract, Extension.

1) PURPOSE

This report was prepared by Steve Shypowskyj, Manager of Projects & Design, under the authorization of Chris Lee, Director of Engineering & Operations. The purpose of the report is to provide details and inform Council of an offer by the current contractor to extend their contract with the municipality for another two (2) years.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The current asphalt patching contractor, Circle P Paving, has proposed to staff that the municipality extend their current contract for asphalt patching into 2019 and 2020. The present contract expired in December of 2018.

3) STAFF COMMENTS AND DISCUSSIONS

Staff has received in writing, a proposal from Circle P Paving, that the municipality extend its existing contract for another 2 years, 2019 and 2020. The contractor proposes to continue to supply the services as stipulated within the previous 2-year contract, from 2017/2018, and will do so at the 2017 contract unit rates.

This action would provide the municipality the ability to establish its annual asphalt patching costs for both 2019 and 2020 at contract pricing from 2017. Circle P Paving successfully tendered this contract in May of 2013 as a two-year contract. In 2015 the municipality granted a two-year extension where Circle P Paving held their 2014 unit rates for 2015 and applied a 3% increase to the 2016 unit rates. Again, in 2017, the municipality granted a two-year extension to this contract in exchange for holding the unit rates at the 2016 rates. Undertaking this action will eliminate the need to re-tender the works for 2019/2020 and save the municipality the associated costs involved in that action. It is the recommendation of staff that Council accept the offer to extend the current contract into 2019 and 2020, all at their 2017 pricing, which was extended from 2016 at no increase to the City.

The City's procurement policies permit extending contracts when there is an economic benefit to the City. It is the opinion of Staff that the savings derived from maintaining 2016 prices for an additional two years and avoiding incurring tender costs provides sufficient economic benefit to extend the contract.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

If Council does not agree with staff's recommendation, then staff will proceed to retender the works, initiating a formal tendering process for the Asphalt Patching contract for 2019/2020.

b) Other Options

If Council agrees with staff's recommendation, then staff will modify the contract dates and extend the contract to December 31st, 2020.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

None.

7) RECOMMENDATION

That the current Asphalt Patching Contract # 2013-09 with Circle P Paving be extended for another 2 years, 2019 and 2020, all at the agreed pricing as established previously for 2016; and

That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year of 2019 and 2020, all as approved in the annual budget by Council, for each of those years; and

That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and

That funding for the asphalt patching extension, be financed under the GL Account numbers for the various utility cuts and road repairs as required.

8) SIGNATURES

Prepared on February 17, 2019 by:



Steve Shypowskyj
Manager of Projects & Design

Reviewed by:



Chris Lee
Director of Engineering & Operations

Reviewed by:



Reviewed and Respectfully Submitted by:



Peter Senese
Director of Community & Corporate
Services

C. Scott Luey
Chief Administrative Officer

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Report Number: 2019-23

Date: March 11, 2019

SUBJECT: Project No.: 2015-10, Annual Concrete Sidewalk Construction Contract, Extension.

1) PURPOSE

This report was prepared by Steve Shypowskyj, Manager of Projects & Design, under the authorization of Chris Lee, Director of Engineering & Operations. The purpose of the report is to provide details and inform Council of an offer by the current contractor to extend their contract with the municipality for another year.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The current concrete sidewalk contractor, CTC Contracting, has proposed to staff that the municipality extend their current contract for concrete sidewalk construction into 2019 at a 3% increase over 2018's pricing. The present contract expired in December of 2018.

3) STAFF COMMENTS AND DISCUSSIONS

Staff has received in writing, a proposal from CTC Contracting, that the municipality extend its existing contract for another year being 2019. The contractor proposes to continue to supply the services as stipulated within the previous 2-year contract, from 2017/2018, and will do so at a 3% increase over the 2018 contract unit rates.

CTC Contracting successfully tendered this contract in 2015 as a two-year contract. In 2017, the municipality granted a two-year extension to this contract in exchange for holding unit rates at the 2016 rate. It is the recommendation of staff that Council accept the offer to extend the current contract into 2019, at a 3% increase over their 2018 unit rates, which were extended from 2016 at no increase to the City.

This action would provide the municipality the ability to establish its annual concrete sidewalk construction costs for 2019 at a 3% increase over contract pricing from 2016. Undertaking this action will eliminate the need to re-tender the works for 2019 and save the municipality the associated costs involved in that action.

The City's procurement policies permit extending contracts when there is an economic benefit to the City. It is the opinion of Staff that the savings derived from increasing the 2016 unit rates by 3% for an additional year and avoiding incurring tender costs provides sufficient economic benefit to extend the contract.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

If Council does not agree with staff's recommendation, then staff will proceed to retender the works, initiating a formal tendering process for the Annual Sidewalk Construction contract.

b) Other Options

If Council agrees with staff's recommendation, then staff will modify the contract dates and extend the contract to December 31st, 2019.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

None.

7) RECOMMENDATION

That the current Annual Sidewalk Construction Contract # 2015-10 with CTC Contracting be extended for another year, being 2019, at a 3% increase over 2016's previously established unit rates; and

And that staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for 2019, all as approved in the annual budget by Council; and

That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and

That funding for Project # 2015-10 Extension, be financed under the following GL Account numbers for Concrete Sidewalk Construction, G/L #3-550-33155-3328, 0-500-73651-3328, 7-590-76220-3328, 0-510-74800-3328, 0-550-74385-3328, 6-595-76315-3328 and 6-595-76330-3328.

8) SIGNATURES

Prepared on February 17, 2019 by:

Reviewed by:



Steve Shypowskyj
Manager of Projects & Design

Chris Lee
Director of Engineering & Operations

Reviewed by:

Reviewed and Respectfully Submitted by:



Peter Senese
Director of Community & Corporate
Services

C. Scott Luey
Chief Administrative Officer

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Report Number: 2019-24

Date: March 11, 2019

SUBJECT: Project No.: 2015-11, Annual Asphalt Resurfacing, Extension.

1) PURPOSE

This report was prepared by Steve Shypowskyj, Manager of Projects & Design, under the authorization of Chris Lee, Director of Engineering & Operations. The purpose of the report is to provide details and inform Council of an offer by the current contractor to extend their contract with the municipality for another two (2) years.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The current asphalt resurfacing contractor, Rankin Construction, has proposed to staff that the municipality extend their current contract for asphalt resurfacing into 2019 and 2020. The present contract expired in December of 2018.

3) STAFF COMMENTS AND DISCUSSIONS

Staff has received in writing, a proposal from Rankin Construction, that the municipality extend its existing contract for another 2 years, 2019 and 2020. The contractor proposes to continue to supply the services as stipulated within the previous 2-year contract, from 2017/2018, and will do so at an annual increase of 2%. It is the recommendation of staff that Council accept the offer to extend the current contract into 2019 and 2020, at a 2% annual increase.

This action would provide the municipality the ability to establish its annual asphalt resurfacing costs for both 2019 and 2020 at a 2% annual increase from the 2018 contract pricing. Rankin Construction successfully tendered this contract in 2015 as a two-year contract. In 2017, the municipality granted a two-year extension to this contract in exchange for an annual contract rate increase of 2%; the same proposal this year. Undertaking this action will eliminate the need to re-tender the works for 2019/2020 and save the municipality the associated costs involved in that action.

The City's procurement policies permit extending contracts when there is an economic benefit to the City. It is the opinion of Staff that the savings derived from applying a 2% annual increase to this contract for an additional two years and avoiding incurring tender costs provides sufficient economic benefit to extend the contract.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

If Council does not agree with staff's recommendation, then staff will proceed to retender the works, initiating a formal tendering process for the Asphalt Resurfacing contract for 2019/2020.

b) Other Options

If Council agrees with staff's recommendation, then staff will modify the contract dates and extend the contract to December 31st, 2020.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

None.

7) RECOMMENDATION

That the current Asphalt Resurfacing Contract # 2015-11 with Rankin Construction be extended for another 2 years, 2019 and 2020, at a 2% annual increase being 2% applied to the 2018 unit rates for 2019, and a 2% increase applied to the 2019 unit rates for 2020; and

That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year of 2019 and 2020, all as approved in the annual budget by Council, for each of those years; and

That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and

That funding for Project # 2015-11, Extension, be financed under the following GL Account number for Annual Road Resurfacing, G/L # 3-550-33129-3328.

8) SIGNATURES

Prepared on February 17, 2019 by:

Reviewed by:



Steve Shypowskyj
Manager of Projects & Design

Chris Lee
Director of Engineering & Operations

Reviewed by:



Peter Senese
Director of Community & Corporate
Services

Reviewed and Respectfully Submitted by:



C. Scott Luey
Chief Administrative Officer

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Report Number: 2019-28

Date: March 11, 2019

SUBJECT: Project No.: 2015-04, City Wide Grass Mowing Contract, Extension.

1) PURPOSE

This report was prepared by Steve Shypowskyj, Manager of Projects & Design, under the authorization of Chris Lee, Director of Engineering & Operations. The purpose of the report is to provide details and inform Council of an offer by the current contractor to extend their contract with the municipality for another year.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The current roadside grass mowing contractor, The Greenfield Group, has proposed to staff that the municipality extend their current contract for roadside grass mowing into 2019. The present contract expired in December of 2018.

3) STAFF COMMENTS AND DISCUSSIONS

Staff has received in writing, a proposal from The Greenfield Group, that the municipality extend its existing contract into 2019. The contractor proposes to continue to supply the services as stipulated within the previous 4-year contract, from 2015-2018, and will do so at an increase of 1.8%. It is the recommendation of staff that Council accept the offer to extend the current contract into 2019, at a 1.8% increase to the 2018 contract rates.

This action would provide the municipality the ability to establish its annual roadside grass mowing cost for 2019 at the 1.8% increase from the 2018 contract pricing. Undertaking this action will eliminate the need to re-tender the works for 2019 and save the municipality the associated costs involved in that action.

The City's procurement policies permit extending contracts when there is an economic benefit to the City. It is the opinion of Staff that the savings derived from applying a 1.8% increase to this contract for an additional year and avoiding incurring tender costs provides sufficient economic benefit to extend the contract.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

If Council does not agree with staff's recommendation, then staff will proceed to retender the works, initiating a formal tendering process for the Roadside Grass Mowing contract for 2019.

b) Other Options

If Council agrees with staff's recommendation, then staff will modify the contract dates and extend the contract to December 31st, 2019.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

None.

7) RECOMMENDATION

That the current City Wide Roadside Grass Mowing Contract # 2015-04 with The Greenfield Group be extended for another year, at a 1.8% increase over the 2018 unit rates; and

That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year, all as approved in the annual budget by Council, for each of those years; and

That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and

That funding for Project # 2015-04, Extension, be financed under the following GL Account number for annual roadside grass mowing, G/L # 0-500-73410-3328.

8) SIGNATURES

Prepared on February 23, 2019 by:

Reviewed by:



Steve Shypowsky
Manager of Projects & Design



Chris Lee
Director of Engineering & Operations

Reviewed by:

Reviewed and Respectfully Submitted by:



Peter Senese
Director of Community & Corporate Services



C. Scott Luey
Chief Administrative Officer

Report Number: 2019-14

Date: March 11, 2019

SUBJECT: Site Alteration Permit - Port Colborne Quarries

1) PURPOSE:

The purpose of the report is to seek Council's approval of a Site Alteration Permit received from Port Colborne Quarries (PCQ).

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

On October 9, 2018, Council received Planning & Development Report 2018-138 regarding a Site Alteration Permit Application submitted by Port Colborne Quarries (PCQ). The report provided the following recommendation:

"That Council approve a Site Alteration Permit for Port Colborne Quarries for the placement of approved MOECP Table 1 clean inert fill in Pit 1 for a 20-year period subject to the following conditions:

- i) That the Ministry of Natural Resources' consent to change the type of rehabilitation program.*
- ii) That Port Colborne Quarries work with applicable agencies to ensure a portion of the ANSI remains exposed and to help create a form of public access for educational purposes.*
- iii) That a Site Alteration Permit fee of \$1,320 be submitted to the Department of Planning and Development.*

On October 9, 2018, Harry Wells of 548 Highway 3 East addressed Council with a Power Point presentation on the application.

On October 9, 2018, as the Director of Planning & Development was not in attendance, Council deferred consideration until their next meeting on November 13, 2018.

On November 13, 2019, prior to consideration, Harry Wells addressed Council with another Power Point presentation on the application. Council subsequently passed a motion for deferral thereby ending any further discussion on the permit application. Attached, as Appendix A is a copy of Mr. Wells' presentation.

On November 13, 2018, David Sisco with the IBI Group on behalf of PCQ had submitted additional information in response to Jack Hellinga & Harry Wells October 9, 2018 comments to Council. Attached as Appendix B are Mr. Sisco's November 13, 2018 comments.

3) STAFF COMMENTS AND DISCUSSIONS

Subsequent to the public's comments, PCQ has submitted a Soil Management Plan prepared by Golder Associates (dated Jan. 10th, 2019) to accompany their Site Alteration Permit. The plan outlines fill source and assessment protocols, and onsite soil

management procedures.

For Council's information, applications submitted by PCQ for Official Plan and Zoning By-law amendment (files D14-05-16 & D09-01-16) for Pits 1 and 2 for future land use have not yet been submitted for consideration. City staff in consultation with Regional staff will be submitting a recommendation report for Council's future consideration in the near future.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

Council could decide to not grant approval of the Site Alteration Permit.

Other Options

Council can make the approval conditional on other reasonable matters or change the permit fee to a different amount.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

- Appendix A - Harry Wells' October 9, 2018 Power Point presentation
- Appendix B - David Sisco additional information
- Appendix C - Harry Wells' November 12, 2018 Power Point presentation
- Appendix D - Soil Management Plan prepared by Golder

7) RECOMMENDATION

That Council approve a Site Alteration Permit for Port Colborne Quarries for the placement of approved MOECP Table 1 clean inert fill in Pit 1 for a 20-year period subject to the following conditions:

- i) That the Ministry of Natural Resources' consent to change the type of rehabilitation program.
- ii) That Port Colborne Quarries follow Golder Associates' Soil Management Plan.
- iii) That Port Colborne Quarries work with applicable agencies to ensure a portion of the ANSI remains exposed and to help create a form of public access for educational purposes.
- iv) That a Site Alteration Permit fee of \$1,420 be submitted to the Department of Planning and Development.

Prepared on March 1, 2019 by:

Reviewed and Respectfully Submitted:



Dan Aquilina, MCIP, RPP, CPT
Director of Planning and Development



C. Scott Luey
Chief Administrative Officer

Port Colborne Quarries Site Alteration Permit Proposal for Pit 1

PCQ's Proposal

- PCQ proposes to rehabilitate Pit 1 by placing approximately 14,100,000 tonnes of inert fill over about 20 years to the pre-existing grades and then develop the reclaimed Pit 1 area for mixed-use industrial.
- The rehabilitation of Pit 1 be it required by the SPA and Condition of License 4444 or not will be very positive for Ward 4 and the City if it is completed the right way.
- Reclaiming the area of Pit 1 for compatible development will be economically beneficial and responsible.

The Inert Fill

“The fill material will be obtained from sources locally regionally and potentially further afield” pg 7

Does further afield include sources outside Canada?

“All material entering the facility will be laboratory tested and certified by the source site prior to being accepted.” pg 7

Does “all” mean every tonne?

Who will ensure all the material will be tested?

What are the testing requirements?

The Inert Fill cont'd

The fill material is “excess spoil material being removed from active construction sites that otherwise would be directed to municipal landfills” pg7

Generally material going to municipal landfills is regarded as waste so essentially this is turning Pit 1 into a landfill.

Will the operations of filling Pit 1 follow the practices as would be imposed by the MOECC for a landfill?

The Inert Fill cont'd

The fill will meet “MOECP Table 1 Standards for soil, ground water and sediment under Part XV. 1 of the Environmental Protection Act.” pg 5. The fill must be tested for over 90 contaminants and must not exceed the concentrations specified.

Will PCQ implement a QA/QC program to confirm all the material conforms to these standards upon arrival at Pit 1? How will the material be staged to ensure nonconforming material does not get deposited and loss in the Pit? What will be done if the material does not conform?

Reclaimed Pit 1 Development

“The intent of PCQ is that Pit 1 be returned to its' original pre-extraction grade and ultimately be re-zoned for a mixed-use industrial development.” pg 1 and 11. Port Colborne’s Comprehensive Zoning By-law 6575/30/18 does not have such a zone. On page 11 of IBI Group Planning Report they identify the intended uses identical to those found on page 88 of the Comprehensive Zoning By-law for Heavy Industrial (HI) so it is to be understood that PCQ is seeking a zoning change to HI.

If that is the intended zoning then will all of the HI requirements be met?

Development cont'd

PCQ have not submitted applications for future land use along with this request but they are asking to change the zoning from what would have been Park if it was rehabilitated as a passive lake to Heavy Industrial.

There is a significant difference between what is permitted in a Heavy Industrial zone compared to a Park zone so shouldn't the final zoning be addressed before approval is given to this request?

History

The report by the Planning and Development Department (pg 1) and the IBI Group (pg1) do not mention any of the recent concerns expressed by several of the residents in regards to PCQ's proposals to change the zoning of Pit 1 from MAO to HI or the residents taking the rezoning to the OMB.

The concerns of the residents in Ward 4 should be as important if not more important than those of Ward 3 shouldn't they? After all this is intended to be a 20 year process of fill placement not 6 years and the placement is permanent not temporary.

Existing Conditions

Neither the report by the Planning and Development Department nor the IBI Group mention that Pit 1 has a permit from the MOECP to take water.

Is it not important to protect the vulnerable aquifer that impacts Pit 1 from potential leachate from the fill and operations during the rehabilitation process?

The Comprehensive Zoning By-law in section 2.3.1 Source Water Protection prohibits certain land uses within the Intake Protection Zones.

Since the vulnerable aquifer is a source of drinking water for residents in Ward 4 shouldn't that water source be given the same consideration as IPZ-1 or IPZ-2 until Pit 1 has been rehabilitated and developed?

Surrounding Uses

The IBI Group Report states the residential dwellings located to the north of the site "are set back well enough from the 2nd Concession Road right-of-way". pg 2

The question isn't the separation distance from the right away, shouldn't it be how far are the dwellings from Pit 1's northern property line?

The IBI Group Report states the only land use to the east is Pit 2. pg2

What about the residents on Snider road?

The IBI Group Report identifies the land use to the west as agricultural and residential. pg 5

What about the planned residential development on the west side of HWY 140?

The IBI Group Report states the only land use to the south is agricultural. pg 5

I guess my residence doesn't exist.

Surrounding Uses cont'd

Neither the report by the Planning and Development Department (pg 1) or the IBI Group identify the distances from Pit1 to the adjacent land use.

Separation distance between different land uses is critical for zoning consideration and impact assessment so shouldn't they be provided and taken into consideration in granting the permit?

Land Use Compatibility

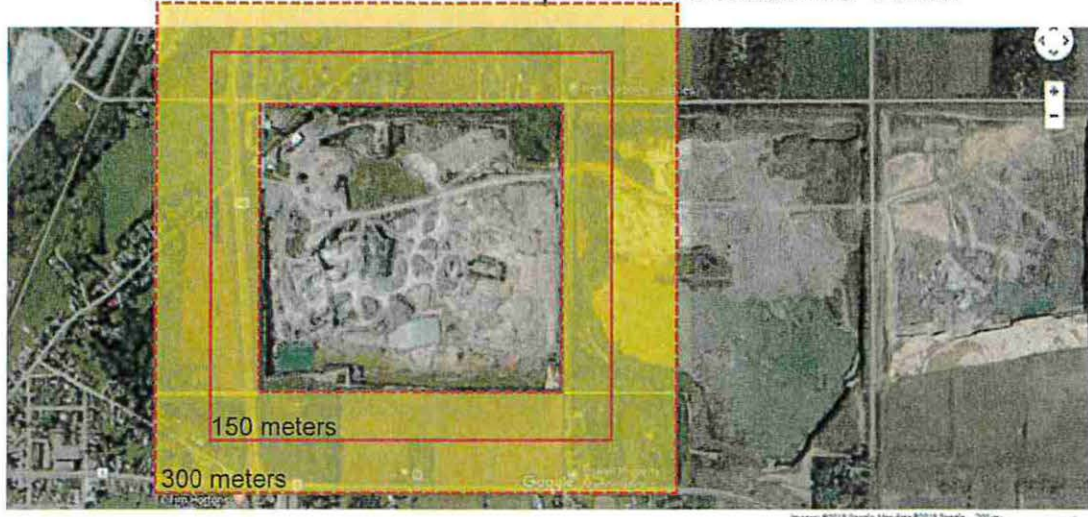
The IBI Group report concludes without any studies that existing berms and a separation distance up to 95 meters will be sufficient to mitigate adverse effects to the surrounding sensitive land uses from noise caused by Heavy industrial activities.

Port Colborne's Comprehensive Zoning By-law for some of the industries PCQ proposes requires a 150 meter separation distance from Residential land use.

The MOECP has identified, through case studies and past experience Heavy Industry is not compatible with recreational and sensitive land uses and adverse effects may be experienced. The MOECP has established GUIDELINE D-6 COMPATIBILITY BETWEEN INDUSTRIAL FACILITIES AND SENSITIVE LAND USES which recommends minimum separation distances between industrial activities and sensitive land uses for mitigation of adverse effects even if additional measures are taken such as buffers. For Heavy Industrial Class III they recommend a 300 metres minimum separation distance.

Land Use Compatibility cont'd

MOECP 300m & PC Separation Distances 150m



Summation

Rehabilitation of Pit 1 is a positive step forward.

There is a potential to receive contaminated fill that could cause an adverse effect on the vulnerable aquifer and affect surrounding land use but this could be minimized if the appropriate mitigation measures are implemented.

Additional studies are needed to identify impacts such as an Environmental Impact Study to identify any impacts on the ANSI area and mitigation measures.

Additional conditions should be added to the Site Alteration Permit to ensure the rehabilitation is comparable to a passive lake and future development of the reclaimed land is compatible with adjacent sensitive land uses.

There was no public notification of this even though it has the potential to significantly impact adjacent property owners and there have been concerns previously expressed. This should go through a public process to ensure public input and a more comprehensive consideration by the new council.

Nov. 13th, 2018

Port Colborne Committee of the Whole

Good evening Mayor and members of Council. My name is David Sisco and I'm a Registered Professional Planner with the IBI Group and I practice out of our Waterloo offices, and am here tonight representing Port Colborne Quarries and their request for a Site Alteration Permit for their Pit 1 lands.

A day or two after the last Committee of the Whole Meeting where this matter was deferred, Dan Aquilina provided our office with a copy of comments prepared by Mr. Wells and Hellinga, and in a moment I'll provide Council with PCQ's response to each of those individual comments. However first I'd like to make an observation that most of these comments can be characterized as falling into one of two categories;

- a) Concerns related to the 'how and what' of the fill to be imported and
- b) Concerns related to a final industrial land use for these lands.

So, with regard to the importation of fill to the site, and notwithstanding that they are all great questions that any concerned neighbour should have, but as a general comment, these questions are one of the key reasons why the Ministry of the Environment exists. Now in the world of ever-changing Ministry names, MOE is now referred to as the Ministry of Environment Conservation and Parks or MECP.....and this is what MECP does. This is their mandate, this is what they are staffed to enforce and this is what they are equipped to deal with every day. And to reinforce that, about 1 ½ years

ago they published new guidelines to support exactly what Port Colborne Quarries is proposing to do at Pit 1 in a document referred to the Management of Excess Soil – A Guideline for Best Management Practices. So although the City may not have specific expertise to deal with imported fill, MECP certainly does.

Second, when we initially talked to City staff about submitting a Site Alteration Permit, they asked Port Colborne Quarries to respond to a very specific question, which essentially was, “once the site is backfilled, and if someday the lands were to be used for ‘some form of industrial use’, would that use be compatible with the proposed ‘passive-lake rehabilitation design’ that is envisioned for Pits 2 and 3and our Planning Report addressed that precise scenario. However, there was no request by City staff nor is there any meaningful purpose from a planning perspectiveat this stage, to look at land use impacts for a future industrial land use that isn't anticipated for another 20 years.

So with those umbrella remarks, what I'd like to do is provide a response to the individual comments raised by Mr. Wells and Hellinga.

Response to Harry Wells' Comments

1. Does further afield include sources outside Canada?
 - **No**
2. Does "all" mean every tonne?
 - **PCQ will follow the Ministry of Environment (Management of Fill protocol) MECP 153/04.**

- protocol for incoming excess soil specifying:
 - that each incoming load have documentation signed by the Source Site QP that includes appropriate and representative soil analyses confirming the soil quality is acceptable for the Receiving Site;
 - that visual and olfactory inspections will be conducted of all incoming loads to screen for odour, visible staining or debris; and
 - contingency measures for load rejections
 - every 300 tonnes a sample will be taken by a QP

3. Who will ensure all the material will be tested?

- Each incoming load must have documentation signed by the Source Site 'Qualified Person' (QP).
- A QP as defined by the MECP as someone that holds:
 - a licence, limited licence, or temporary licence under the Professional Engineers Act or
 - a certificate of registration under the Professional Geoscientists Act, 2000 and be a practicing member, temporary member or limited member of the Association of Professional Geoscientists of Ontario

NB: A qualified person, must not have any direct or indirect interest in any property they are assessing, reporting on or certifying. They also need professional insurance.
- It will be the responsibility of PCQ to ensure no untested material is accepted.

4. What are the testing requirements?

- a. Confirmation of the material meeting Table 1 thresholds and fill that meets Table 3 thresholds for EC (Electrical Conductivity) and SAR (Sodium Adsorption Ratio) parameters.
- b. Table 1 sets out the "Full Depth Background Site Condition Standards". The soil standards in Table 1 are background values derived from the Ontario Typical Range values for the land uses indicated and are considered representative of upper limits of typical province-wide background concentrations in soils that are not contaminated by point sources.

5. Will the operations of filling Pit 1 follow the practices as would be imposed by the MOECC for a landfill?
- a. **No, this operation involves ONLY the importation of clean inert fill that meets Table 1 thresholds including fill that meets Table 3 thresholds for EC (Electrical Conductivity) and SAR (Sodium Adsorption Ratio) parameters.**
6. Will PCQ implement a QA/QC program to confirm all the material conforms to these standards upon arrival at Pit 1?
- o **Once again, PCQ will follow the MECP - Management of Fill protocol - 153/04.**
- protocol for incoming excess soil specifying:
 - o that each incoming load have documentation signed by the Source Site QP that includes appropriate and representative soil analyses confirming the soil quality is acceptable for the Receiving Site;
 - o that visual and olfactory inspections will be conducted of all incoming loads to screen for odour, visible staining or debris; and
 - o contingency measures for load rejections
 - o every 300 tonnes a sample will be taken
7. How will the material be staged to ensure nonconforming material does not get deposited and loss in the Pit?
- n/a Only pre-certified material will be permitted to enter the site so no staging area within the pit will be necessary.**
8. What will be done if the material does not conform?
- n/a Only pre-certified material will be permitted to enter the site so no staging area will be necessary. Non-conforming material will be re-routed.**
9. If (Heavy Industrial – HI) is the intended zoning, then will all of the HI requirements be met?
- a. **As specified in the IBI Planning Report, the listing of uses highlighted on page 11 reflect those for Light Industrial, Heavy Industrial, Gateway Industrial and Industrial Development. As noted numerous times throughout the report; it remains the intent of PCQ to eventually seek a mixture of industrial uses.**
- b. **This current process is not requesting a zone change, only a Site Alteration Permit.**

10. There is a significant difference between what is permitted in a Heavy Industrial zone compared to a Park zone so shouldn't the final zoning be addressed before approval is given to this request?

First, as specified by the February 4th 1982 Site Plan Agreement, the lands were never required nor specified to become parkland, the only requirement was that they be a compatible land use with the proposed 'passive lake' for Pits 2 and 3.

Whether the lands are to be light industrial or heavy industrial, they require being backfilled, which is what the current application is seeking approval for. Any future rezoning will involve a public process.

11. Is it not important to protect the vulnerable aquifer that impacts Pit 1 from potential leachate from the fill and operations during the rehabilitation process?

Protecting the aquifer is accomplished by only permitting the importation of clean inert material.

12. Since the vulnerable aquifer is a source of drinking water for residents in Ward 4 shouldn't that water source be given the same consideration as IPZ-1 or IPZ-2 until Pit 1 has been rehabilitated and developed?

The subject lands are not within an Intake Protection Zone.

13. The question isn't the separation distance from the right away, shouldn't it be how far are the dwellings from Pit 1's northern property line?

As noted under the heading of '2.3 Surrounding Uses', the comment was a simple statement that those homes have generous setbacks from the road and it was not a statement related to land use compatibility as highlighted in Section 4.0.

14. The IBI Group Report states the only land use to the east is Pit 2. pg2 What about the residents on Snider Road?

Yes, the focus of this report was to address how filling the site for potential industrial uses would be compatible with Pits 2 and 3.... and the land use 'directly' east of Pit 1 is Pit 2. This report was not intended to be a justification report for industrial zoning, and furthermore, in no way does the approval of the Site Alteration Permit infer or fetter a future

Council that the subject lands would be somehow pre-zoned for industrial.... that will be a future public process.

15. The IBI Group Report identifies the land use to the west as agricultural and residential. pg 5 What about the planned residential development on the west side of HWY 140?

Yes, the focus of this report was to address how filling the site for potential industrial uses would be compatible with Pits 2 and 3.... and the land use 'directly' east of Pit 1 is Pit 2. Any review of land use impacts to the west would also be addressed as part of any future rezoning process.

16. The IBI Group Report states the only land use to the south is agricultural. pg 5. I guess my residence doesn't exist.

The IBI report was making a general comment regarding the immediate abutting lands uses, but yes, Port Colborne Quarries fully acknowledge the presence of Mr. Well's home.

17. Separation distance between different land uses is critical for zoning consideration and impact assessment so shouldn't they be provided and taken into consideration in granting the permit?

Once again... this report was not intended to be a justification report for industrial zoning, that will be a future process with a public process.

18. Port Colborne's Comprehensive Zoning By-law for some of the industries PCQ proposes requires a 150 meter separation distance from Residential land use.

- a. **The focus of the IBI report was to examine land use compatibility issues between Pit 1 and Pit 2 / 3. As indicated in the report, the industries listed reflect what is permitted under the current Industrial zoning and are not "proposed uses". The purpose of listing these is to provide the reviewer and the public with the confidence that any such uses could be accommodated on the site, given its size, while ensuring land use compatibility with Pits 2 and 3.**
- b. **Second, Pit 2 and 3 lands are not currently used for residential purposes nor are they proposed to be used for residential purposes.**

19. The MECP has identified, through case studies and past experience Heavy Industry is not compatible with recreational and sensitive land uses and adverse effects may be experienced. The MOECP has established GUIDELINE D-6 COMPATIBILITY BETWEEN INDUSTRIAL FACILITIES AND SENSITIVE LAND USES which recommends minimum separation distances between industrial activities and sensitive land uses for mitigation of adverse effects even if additional measures are taken such as buffers. For Heavy Industrial Class III they recommend a 300 metres minimum separation distance.

This report was not intended to be a justification report for industrial zoning, but only to confirm that an industrial use could be compatible with a private passive lake (Pit 2 and 3). Secondly, as part of any future rezoning application, site specific buffers and setbacks would be examined.

- Additional studies are needed to identify impacts such as an Environmental Impact Study to identify any impacts on the ANSI area and mitigation measures.

The ANSI is not 'environmental', but rather a geological feature.

Response to Jack Hellinga

Do you have a response to the issue of an insurance bond. Right now the Site Alteration Permit (Clause 6) only requires you to "agree to release and indemnify the City"?

Port Colborne Quarries Inc., along with its' parent company Rankin Construction anticipates and expects that they be treated in a manner equal to that of any other land owner in the City of Port Colborne, that being a threshold to "agree to release and indemnify the City".

So at this time Port Colborne Quarries supports the recommendations being made by staff in their Staff Report 2018-138 for the approval of the Site Alteration Permit. Thank you.

Port Colborne Quarries Site Alteration Permit Proposal for Pit 1

Prepared by: Harry Wells
Date : Nov 13, 2018

PCQ's Proposal

- The *rehabilitation of Pit 1* be it required by the SPA and Condition of License #4444 or not, will be very positive for PCQ, Ward 4 and the City if it is *completed the right way*.
- Reclaiming the area of Pit 1 for *compatible development would be economically beneficial and responsible*.
- *PCQ proposes to rehabilitate Pit 1* by placing approximately 14,100,000 tonnes of *inert fill* over about 20 years to the pre-existing grades and then develop the reclaimed Pit 1 area *for mixed-use industrial that includes Heavy Industrial Uses*.

Council is being advised by Planning they only have 2 Considerations to make

1. Approval of PCQ's request for a Site Alteration Permit for a **20+ year** placement of fill while the Site Alteration By-law 5528/125/10 only contemplates a **6 month** period for the placement of fill.
2. Determination of the applicable fee for a **20+ year** permanent placement period as compared to **6 months of placement as contemplated in the By-law.**

There are other Considerations that Council needs to make

1. Is the rehabilitation for **Mixed-use industrial including Heavy Industry comparable to a passive recreational lake** as agreed to in Clause 23 and 14 of the 1982 Site Plan Agreement? Pg 1 of Planning

Report # 2018-138

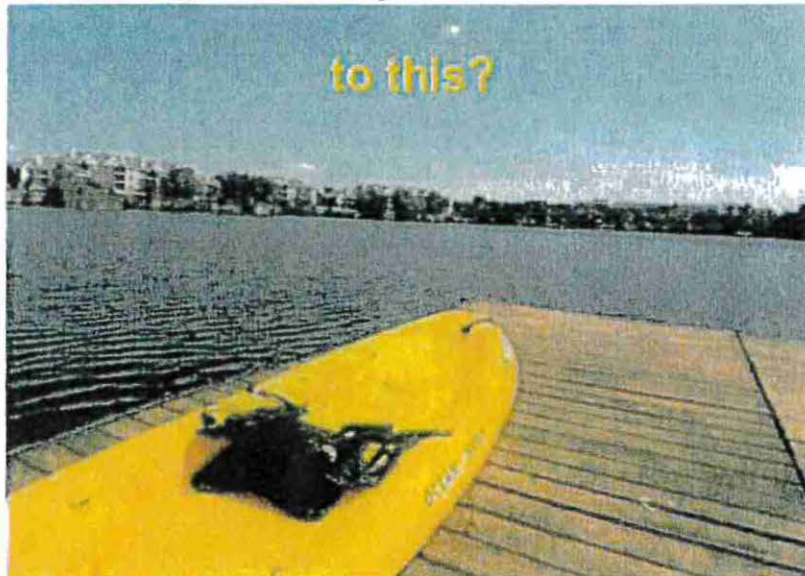
1st. Consideration of Comparability

Is this mixed industrial use comparable



Comparability Consideration

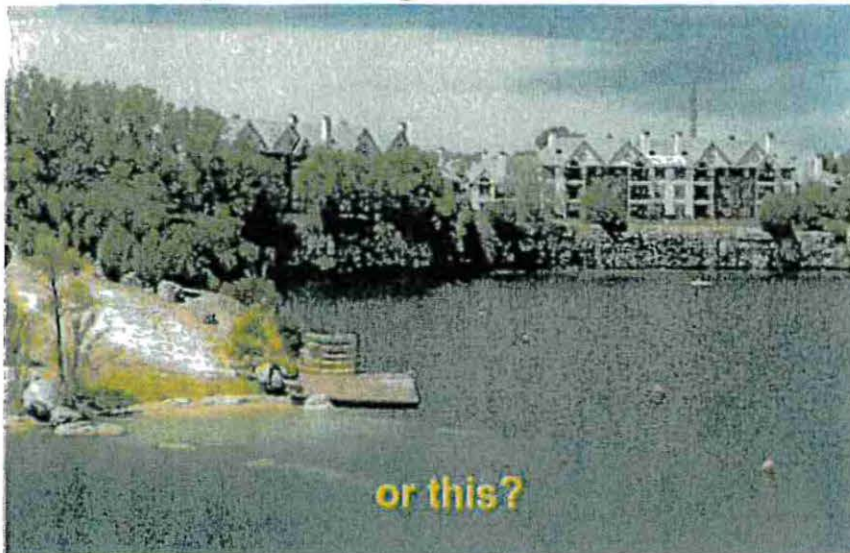
to this?



Comparability Consideration



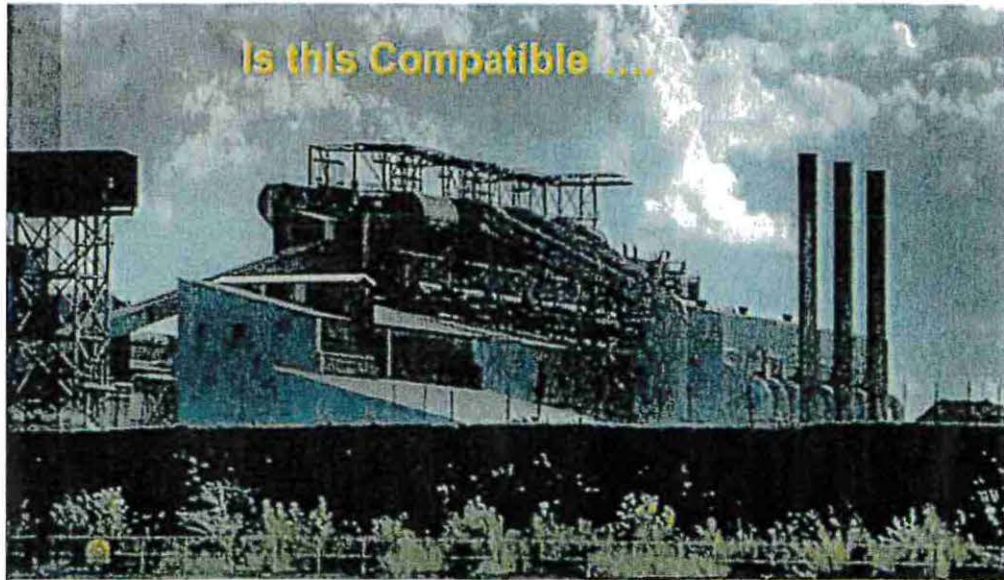
Comparability Consideration



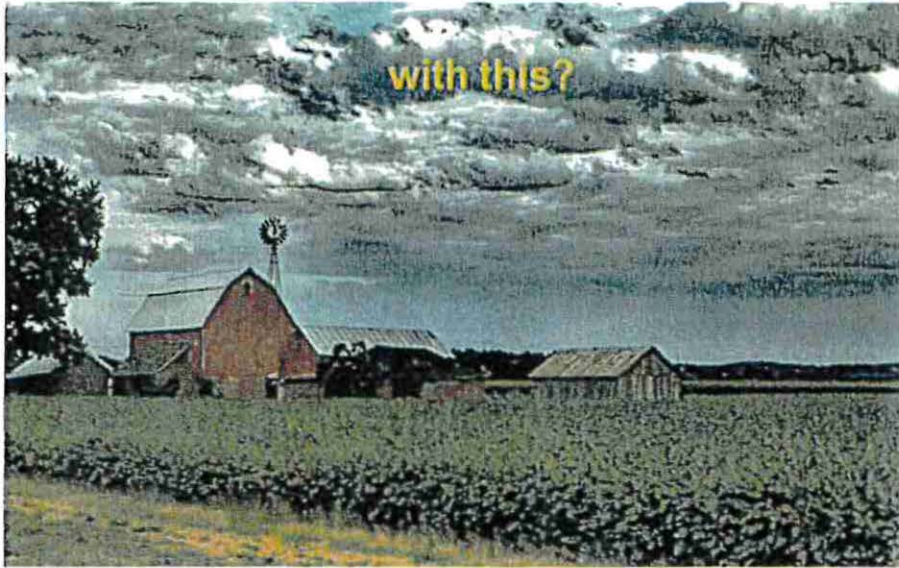
Another Consideration that Council needs to make

2. Is the final proposed **Mixed-use industrial including Heavy Industry compatible** with the surrounding land uses as would be a **passive recreational lake** as agreed to in Clause 23 and 14 of the 1982 Site Plan Agreement? Pg 1 of Planning Report # 2018-138

Compatible Consideration



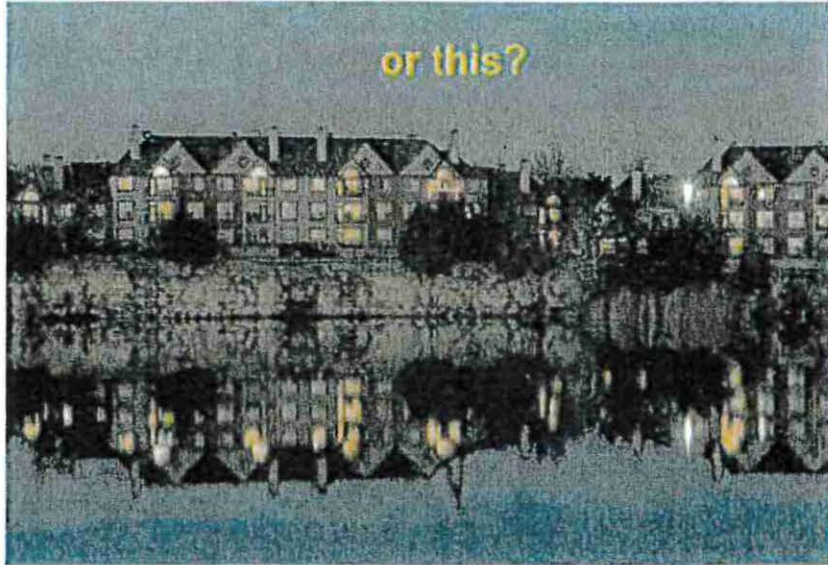
Compatible Consideration



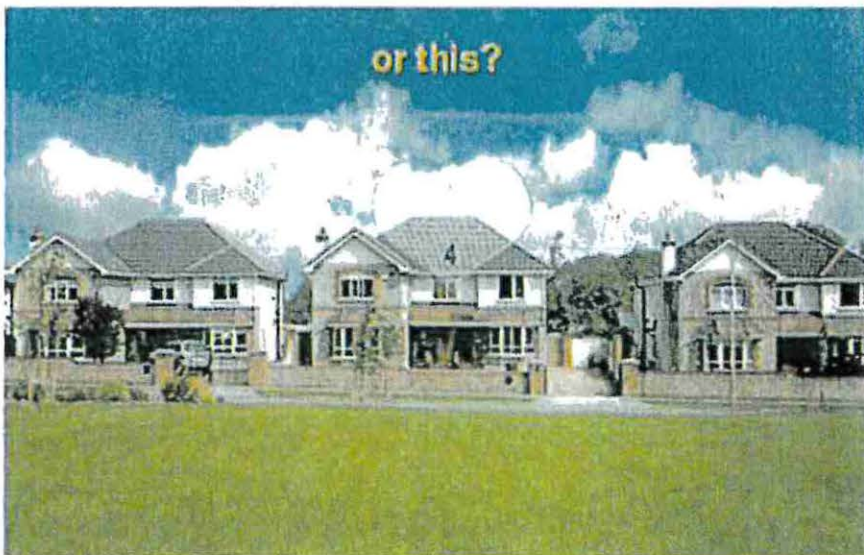
Compatible Consideration



Compatible Consideration



Compatible Consideration



A 3rd Consideration that Council needs to make

3. ***Will all the material (fill) entering the facility (Pit 1) actually be laboratory tested and certified by the source site prior to being accepted***. Shouldn't Council consider a condition of the permit that requires PCQ implement a QA/QC to ensure the levels of contamination do not exceed MOECP minimum levels.

What PCQ tells us about the "Inert Fill"

- "The fill material will be obtained from sources locally, regionally and potentially **further afield**" pg 7. ***This means it could come from outside the country. Does Council want Pit 1 to be a dump for US waste fill?***
- "**All material** entering the facility **will be laboratory tested and certified by the source site prior to being accepted.**" pg 7. ***The source site might benefit from not sampling a contaminated area and there is nothing ensuring they won't conduct selective sampling to their benefit.***

More about the Inert Fill

The fill material is "**excess spoil material** being removed from active construction sites that otherwise would be **directed to municipal landfills**" pg7.

Spoil is defined as any earthen material that is surplus to requirements or unsuitable for reuse in fill and embankments (such as unsuitable rock and soil material) or material that is contaminated. Generally spoiled material going to municipal landfills is regarded as waste so essentially this is turning Pit 1 into a landfill

More about the Inert Fill

All the fill **will meet** "**MOECP Table 1 Standards** for soil, ground water and sediment under Part XV. 1 of the MOECP Environmental Protection Act." pg 5. *The fill must be tested for over 90 contaminants and must not exceed the concentrations specified.*



Have a jelly bean or 2. Were you lucky? Want to have more.

- 10 of these jelly beans were contaminated with Benzo-a-pyrene

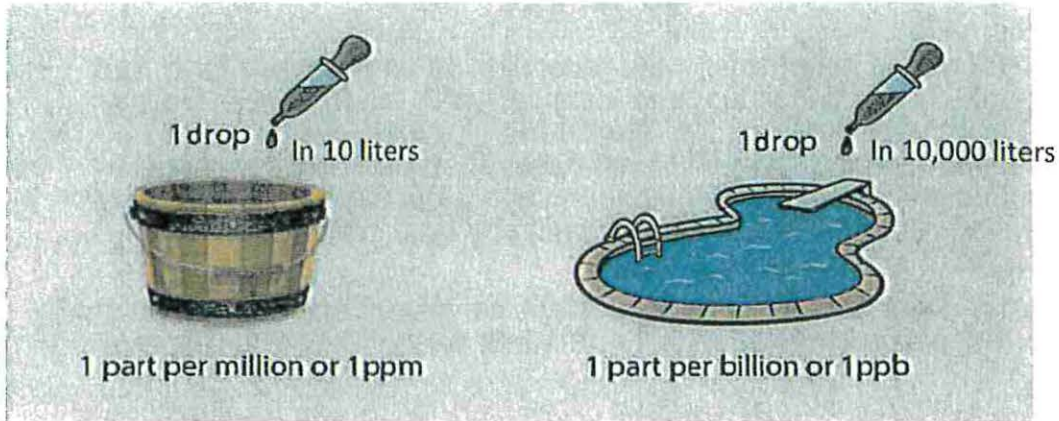
MSDS Hazard Statements

- May cause an allergic skin reaction
- May cause genetic defects
- May cause cancer
- May damage fertility or the unborn child

MOECP Table 1 Levels

- Agricultural 0.05 ppm
- Residential, Parkland, Commercial 0.3 ppm
- Ground Water 0.01 ppm or **0.0001 of a drop in a bucket of water**

PPM & PPB



0.0001 of a drop of benzo-a-pyrene in a bucket of ground water will exceed Table 1 criteria for inert fill

Existing Conditions

Neither the report by the Planning and Development Department nor the IBI Group mention that Pit 1 has a permit from the MOECP to take water.

Leachate from the inert fill and filling operations during the rehabilitation process could negatively impact the vulnerable aquifer. Council needs to consider how the vulnerable aquifer is going to be protected.

The Comprehensive Zoning By-law in section 2.3.1 Source Water Protection prohibits certain land uses within the Intake Protection Zones.

Since the vulnerable aquifer is a source of drinking water for residents and livestock in Ward 4 Council needs consider giving that water source the same protection as IPZ-1 or IPZ-2 water sources for Port Colborne's urban area before approving PCQ's permit.

More Considerations that Council Needs to make

- Council needs to consider if the rehabilitation as proposed for mixed industrial use is consistent and compliant with the Provincial Policy Statement, Official Plan, the Growth Plan for the Greater Golden Horseshoe, the Niagara Regional Policy Plan and Smarter Niagara Initiative and MOECP D-6 minimum separation distances. Page 2 of Planning report states no OP or Zoning by-law applications associated to this were submitted.
- Council doesn't know if this proposal is consistent and compliant with the PPS particularly sections 1.1, 1.1.3.8, 1.1.5, 1.2.6, 2.2, 2.3, and 2.4.
- Council doesn't know if this proposal is consistent and compliant with the OP 2017 particularly sections 2.1, 2.2, 2.4.6.4, 3.10, and 4.2.

Compatibility & the Provincial Policy Statement

1.2.6 Land Use Compatibility

1.2.6.1 **Major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects** from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term viability of the *major facilities*.

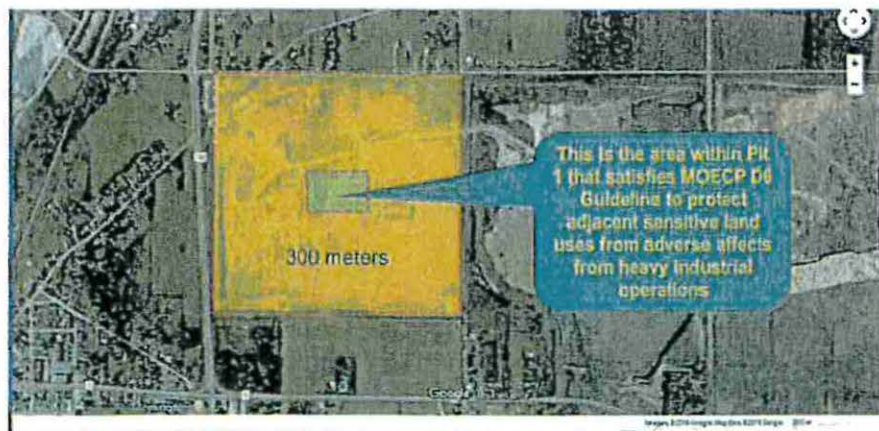
PPS and OP Consistency & Compatibility

PCQ have not submitted applications for future land use along with this request but they are asking to change the zoning from what would have been Park if it was rehabilitated as a passive lake to Heavy Industrial. In the IBI Group Planning Report they identify the intended uses identical to those found on page 88 of the Comprehensive Zoning By-law for Heavy Industrial (HI)

There is a significant difference between what is permitted in a Heavy Industrial zone compared to a Park zone so shouldn't the final zoning be removed or addressed before approval is given to this request unless PCQ has submitted the applications for future land use and all associated studies and the City has completed a comprehensive review as required by the Provincial Policy Statement?

Land Use Compatibility cont'd

MOECP D6 300m Minimum Separation Distance



Summation

1. Rehabilitation of Pit 1 is a positive step forward, if done right.
2. The MNRF is the agency with the experience and authority with regards to the rehabilitation of pits and quarries not the City of Port Colborne. The rehabilitation of Pits 1, 2 and 3 are all intertwined as conditions of License #4444 and will no doubt be included in the conditions of future Pits like those being applied for on either side of Carl Road as an extension of License #4444. Approval from the MNRF for the rehabilitation change should come before the City approves the Site Alteration Permit.
3. There is a real potential to receive contaminated fill that could cause an adverse effect on the vulnerable aquifer and affect surrounding land use but this could be minimized if the appropriate mitigation measures are implemented. The MOECP is the agency with experience and authority for protecting the environment. Any MOECP permits or ECAs and their comments regarding the proposed rehabilitation should be received prior to or as a condition of approving PCQ's permit application. This also applies to other agencies and their areas of expertise and authority.

Summation Continued

4. This proposal is for a permanent site alteration not a 6 month alteration to support a significant zoning change and use without studies or a comprehensive review so this application should also include what is needed for a zoning change and should follow the process for a zoning change before approval or the rehabilitation should be limited to a park or agricultural use. In the future when PCQ have completed all the requirements for a rezoning they can submit an application for suitable rezoning.
5. Additional studies are needed to identify impacts, compatibility and mitigation measures such as an Environmental Impact Study for the ANSI area, the vulnerable aquifer and surrounding sensitive land use that support PCQ's proposal before Council approves the permit as proposed.
6. There was no public notification of this even though it has the potential to significantly impact adjacent property owners and there have been concerns previously expressed. This should go through a public process to ensure public input and a more comprehensive consideration by City staff and the new council.


Points for Consideration for PCQ Site Alteration Permit Application

1. Is this a Site Alteration Permit Application, or a prelude to a Rezoning and OP Amendment request?
2. The Planning Department Report 2018-138 page 2 reads "As confirmed by legal counsel, Paragraph 14 references rehabilitation as a condition of licensing, not as a Site Plan Agreement condition". The license is correctly for Pit 2 and Pit 3. However, not stated is that Clause 23 refers to Pit 1 and requires a *rehabilitation* program compatible to Pit 2 and Pit 3. According to the definition of rehabilitation, refer to the Aggregate Resources Act
3. The Site Alteration Bylaw 5528/125/10 does not reflect a project of this magnitude, but more likely was established for some minor lot filling. As referenced, it was created as a result of a filling event, which was in the magnitude of 1 metre
4. Error in Planning Department Report 2018-138, page 1, 3rd paragraph, date of application should be 2018
5. Error in Planning Department Report 2018-138, page 2, calculation of fees for 67 hectares should be $\$100.00 + \$20.00 \times 66 = \$1420.00$
6. Site Alteration Fees according to Bylaw 5528/125/10 for 6 months should be \$1000.00 maximum, or as amended in future Bylaw updates, and be charged every 6 months
7. The permit should allow the City to amend the Site Alteration Bylaw and the fees, and require the quarry to meet all revised requirements on the next 6 month renewal date subject to satisfactory performance
8. Allowing one fee for up to 20 years is contrary to the Site Alteration Bylaw. Allowing this is a precedent for such requests in the future
9. Is this Application in any way going to recoup the missed fee for that material that was hauled into Pit 1 since this spring and continues to the day of this writing?
10. The long-term proposal is to haul in approximately 14M+ tonnes of "clean inert fill". This over a 20 year period is in excess of 700,000 truck loads
11. The currently proposed fee amounts to approximately \$0.002 (0.2 cents) per truckload, or approximately .01 cents per tonne

12. The proponent promises to release and indemnify the City with respect to any liability that may arise in the event that fill contains contaminants.
There is no bond or other financial assurance of this promise
13. The estimated time according to the IBI Report is upwards of 20 years. The range of upwards is not defined. It could even be beyond 20 years, just like the quarry extraction. Who will remember the date it will require renewal? Will it be forgotten just as the Site Plan Agreement for Pit 1 was forgotten?
14. By having a renewal requirement every 6 months the City will be able to monitor the progress and conformity to the Site Alteration plan, and recoup the cost of conducting the continuous monitoring
15. The NPCA has control over a section proposed for filling, and their input, requirements, and agreement, should be provided before any filling is allowed
16. The MNRF has identified an Area of Natural and Scientific Interest (ANSI) of the Earth Science category and should be addressed before approval for filling is granted
17. There are no geotechnical reports that identify the stability of the fill for future infrastructure construction
18. There are no hydrogeological reports that investigate the impact of the filling on the high vulnerable aquifer
19. There is no progressive rehabilitation plan provided, no interim grading/drainage plan, and no seeding proposal
20. The current requirement for **rehabilitation** compatible to Passive Water Recreation as currently stipulated in the Site Plan Agreement should be referenced, as this is registered on title for the property
21. How the filling fulfills the previously mentioned requirement, and, how it will be used to achieve this requirement, should be defined
22. The permit should be Stage specific with a right to withdraw further approvals if any Stage is not completed and rehabilitated in a timely manner to the satisfaction of the City
23. The reference to potential subsequent use or re-zoning should not be included in this, a Site Alteration Permit request, unless it is consistent with the Site Plan Agreement
24. In the last paragraph on page 2 of Planning Report 2018-138 there is a reference to discussions regarding a zoning change application for Pit 2. Pit

2 is under a license with MNRF with a stipulated progressive rehabilitation to Passive Water Recreation. This should be out of the discussion for a Site Alteration permit for Pit 1. The Region has already commented on the 2016 applications for Pit 1 and Pit 2 in their letter dated December 21, 2016 (Copy is attached)

25. This application is similar to the application under D14-05-16 and D09-01-16 which was for Pits 1 and 2, and this application is for Pit 1 only without stating the intention to get consideration for rezoning
26. The IBI report describes Surrounding Land Uses. The North describes setbacks "well enough from the 2nd Concession Road right-of-way", which is a generalization and does not apply to all of the residences. The East does not include the residences along Snider Road and the Residential Development property to the southeast. The South does not include the residence surrounded by the agricultural use and Light Industrial Zoning. The West does not indicate that west of the ROW property limit of Hwy 140 is zoned Residential and Residential Development. The site is surrounded by current and proposed residential uses (see attached plan with property lines). When comments are stated as Fact, they should be Complete and Accurate
27. If all the promises are kept, this does not look like a bad idea subject to addressing all the above considerations. A commitment now to obtain an approval, with a subsequent application for a change is a misrepresentation of intent
28. There are too many unanswered questions at this time. This application should be deferred to the next Council

	<i>Subject:</i> Importation of Inert Fill for the Purpose of Rehabilitation	<i>Policy No.:</i> A.R. 6.00.03	<i>New:</i> No
	<i>Compiled by – Branch:</i> Lands & Waters	<i>Section:</i> Aggregate & Petroleum Resources	<i>Date Revised:</i> April 14, 2008

Guiding Principle

Historically, legislation has allowed the practice of importing inert material (e.g. topsoil, overburden) for the purpose of rehabilitation (i.e. to create required slopes), where there was insufficient topsoil/overburden existing on the site. This practice is allowed to continue, provided that the site plan allows its use. In situations where the site plan is silent (i.e. importation activity not specifically addressed), a minor site plan amendment is required to allow the activity to occur.

Policy

The management of inert fill to be brought onto a particular site is governed by Regulation 347 of the *Environmental Protection Act* (EPA), which defines inert as earth or rock fill or waste of a similar nature that contains no putrescible material or soluble or decomposable chemical substance. If the results from a bulk analysis meet the criteria in Table 1 of the Ministry of the Environment's (MOE) "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*", as amended, the material is considered as "inert fill". This material may be used for sloping and/or backfilling purposes provided that the site plan allows its use. However, alternative criteria may be acceptable on a case-by-case basis with prior approval. If the material meets the definition of inert fill, no Certificate of Approval (C of A) is required from the MOE for disposing of the material.

For the purposes of pit/quarry rehabilitation, the soil quality standards for sodium adsorption ratio (SAR) and electrical conductivity (EC) specified in Tables 1, 2, and 3 under Part XV.1 of the EPA are intended to ensure good plant growth. Since plant growth is affected primarily by surface soil, the soil standards document does not include SAR and EC standards for subsurface soil (i.e. Tables 4 and 5 in the soil quality standards). Subsurface soil means soil that is more than 1.5 metres beneath the soil surface. Consequently, there is no need to apply the SAR and EC standards in Table 1, or any other table, for soil that is being deposited as a subsurface soil. The subsurface would be defined based on the final grade after rehabilitation.

Note: In situations where there is an existing condition on a site plan requiring the licensee/permittee to meet Table 1 criteria for imported fill being used for rehabilitation purposes, the licensee/permittee may request that the condition be modified to reflect the above discussion regarding SAR and EC criteria. The condition is to be modified through a minor site plan amendment to add Condition 2 in the Sample Wording for Site Plan Conditions (see below).

In 1990, the regulations under the ARA allowed the importation of material without requiring a site plan amendment where material was insufficient on the site. No further consent from the Ministry of Natural Resources was required. Consequently, many site plans remained silent on the importation of material. In 1997, the regulations were changed; this provision was removed and replaced by site plan standards within the Aggregate Resources of Ontario Provincial

Standards. Specifically, site plans for new applications must provide details regarding rehabilitation including whether inert material will be used to facilitate rehabilitation. For new applications, the operational plan must ensure, where possible, that sufficient materials are available on-site for rehabilitation and address how slopes and final elevations are to be achieved upon completion of extraction activities.

If the site plan does not address the importation of material and the licensee/permittee wishes to bring material on-site, provided that there is insufficient topsoil and/or overburden to create the necessary slopes as defined on the site plan, a minor amendment should be approved to allow this activity. The onus is on the licensee/permittee to demonstrate to MNR that material is lacking on the site to facilitate rehabilitation.

If the site plan has been approved to backfill the entire site or a portion of the site to the original grade, the licensee/permittee has the authority, provided that the material meets Table 1 (with the exceptions for SAR and EC criteria as described above) and proper monitoring or sampling of truck loads or the source occurs. However, alternative criteria may be acceptable on a case-by-case basis with prior approval.

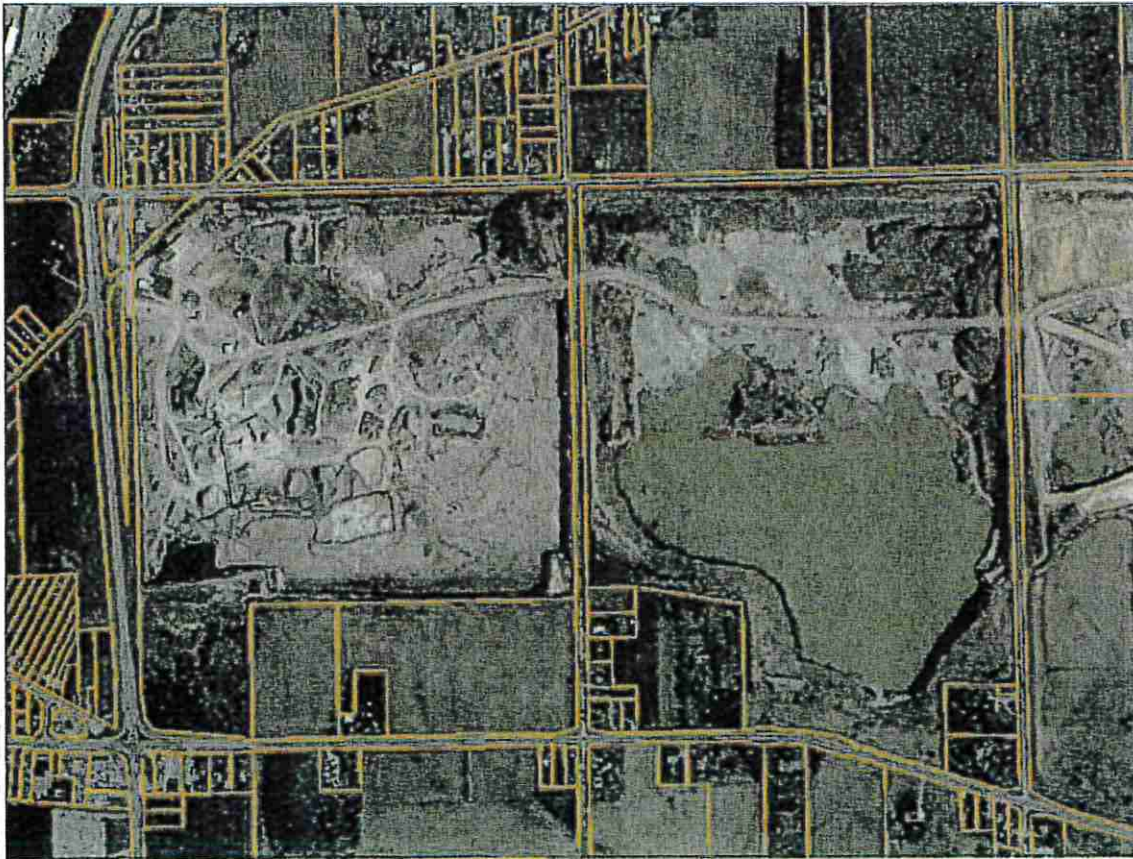
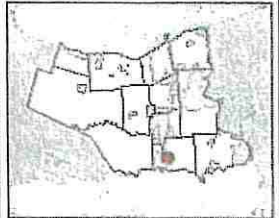
If a licensee/permittee has no prior approval and wishes to backfill the entire site or a portion of the site to the original grade, this change in rehabilitation should be processed as a major site plan amendment (see A.R. 2.03.00 and A.R. 4.04.00). The importation of material to facilitate rehabilitation must be described on the site plan.

Sample Wording for Site Plan Conditions

1. Clean inert fill (e.g. topsoil, overburden) may be imported to facilitate pit/quarry rehabilitation. Only sufficient material to create a 3:1 / 2:1 (horizontal: vertical) grade may be imported. At the request of MNR, the licensee/permittee will conduct random sampling of the imported material to ensure that it meets the Ministry of the Environment's (MOE) criteria under Table 1 of MOE's "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*". Sampling results will be provided to MNR upon request.
2. Notwithstanding Condition 1, where the imported material is not being placed within 1.5 metres of the surface, the criteria under Table 1 for sodium adsorption ratio and electrical conductivity do not have to be met.

OR

3. Clean inert fill may be imported to facilitate the establishment of 3:1 / 2:1 (horizontal: vertical) slopes on the pit/quarry faces. The licensee/permittee must ensure that the material is tested at the source, before it is deposited on-site, to ensure that the material meets the Ministry of the Environment's (MOE) criteria under Table 1 of MOE's Soils, Ground Water and Sediment Standards for use under Part XV.1 of the *Environmental Protection Act*. Sampling results will be provided to MNR upon request.
4. Notwithstanding Condition 1, where the imported material is not being placed within 1.5 metres of the surface, the criteria under Table 1 for sodium adsorption ratio and electrical conductivity do not have to be met.



Legend

- Assessment Parcels

0.5 0 0.25 0.5 Kilometers

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This map is not to be used for navigation.



Notes

December 21, 2016

Sent Via Email Only

Files: D.10.07.OPA-16-019
D.18.07.ZA-16-103

Mr. Dan Aquilina
Director, Planning and Development
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Mr. Aquilina:

**RE: Provincial and Regional Comments
Applications for Official Plan and Zoning By-law Amendment
Address: 1937 Ramey Road, Port Colborne
Applicant: Port Colborne Quarries
Your Files: D14-05-16 and D09-01-16**

Further to our meeting and discussion held on November 22, 2016, Regional Development Services staff has reviewed the information circulated with the proposed Official Plan Amendment and Zoning By-law Amendment applications located at 1937 Ramey Road in the City of Port Colborne. The subject lands consist of two (2) contiguous lots located within the existing Port Colborne Quarries operation, referred to as Pits 1 and 2, and comprise a total area of ±138.8 hectares (±343 acres). The site is designated a Mineral Aggregate Operation according to the City's Official Plan, and is zoned EI (Extractive Industrial) and EI-373 (H) (Concrete Product Manufacturing – Holding). The Official Plan Amendment proposes to add a site-specific policy to the Mineral Aggregate Operation designation to allow for an expanded range of industrial uses, and the Zoning By-law Amendment proposes to revise the EI (Extractive Industrial) and EI-373 (H) (Concrete Product Manufacturing - Holding) zones to allow LI (Light Industrial) and HI (Heavy Industrial) uses as outlined in Section 22 and 23 of the Zoning By-law.

A pre-consultation meeting was held on May 12, 2016, at Port Colborne City Hall with City, NPCA and Regional staff, as well as the applicant and their agent. Due to the scope of the proposal and the lack of information provided prior to the meeting, staff had discussed holding a second pre-consultation meeting to better outline the requirements of the proposed development. A second meeting, however, was neither arranged nor held prior to the submission of the applications. Regional staff offers the following comments regarding Provincial and Regional policy to assist the City in their consideration of the proposal.

Aggregate Resources Act

Pits and quarries are licensed and regulated by the Ministry of Natural Resources and Forestry (MNR) under the Aggregate Resources Act (ARA). The MNR is responsible for overseeing the rules governing aggregate management, including issuing licences, permits and changes to

existing approvals, inspecting aggregate operations, responding to complaints, and ensuring rehabilitation is carried out on licensed aggregate sites. The policies, regulations, and provision of licences and site plans under the ARA apply regardless of any applicable municipal by-law, official plan or development agreement.

The parcel on the eastern portion of the subject lands, referred to as Pit 2, is a licensed aggregate operation under the ARA and requires the eventual rehabilitation of the property to a passive recreational use. The MNRF has indicated in discussions with Regional staff that a Major Site Plan Amendment pursuant to Section 16 of the ARA will be required for the proposed changes in land use, which should be addressed concurrent to the proposed land use applications. Regional staff understands that, to date, the MNRF has not been contacted by the applicant regarding the proposed land use changes and a Major Site Plan Amendment has not yet been initiated for Pit 2.

The parcel on the western portion of the subject lands, referred to as Pit 1, is not licensed under the ARA and is grandfathered from the rehabilitation requirements of the current ARA legislation. This parcel, however, is subject to a Site Plan Agreement, dated October 14, 1981, between Port Colborne Quarries Inc. and the City, which requires the owners to undertake and maintain a rehabilitation program for Pit 1 that is compatible to the passive recreational rehabilitation program for Pit 2. It is Regional staff's understanding that no amendments or changes have been made to the Site Plan since its creation.

Provincial and Regional Planning Policy

The subject lands are located within a Settlement Area under the 2014 Provincial Policy Statement (PPS) and are a Designated Greenfield Area according to the 2006 Provincial Growth Plan for the Greater Golden Horseshoe (Growth Plan). The PPS and Growth Plan directs growth to Settlement Areas, and encourages the efficient use of land, resources, infrastructure, and public service facilities that are planned or available. According to the Regional Official Plan (ROP), the subject lands are identified within the Urban Area Boundary for the City of Port Colborne, and more specifically, are located within a designated Greenfield Area of the Niagara Economic Gateway Centre. The ROP designates the subject lands as a Licensed Pit and Quarry.

The site currently operates as a mineral aggregate operation as defined by the PPS, which provides that such operations shall be protected from development and activities that would preclude or hinder their expansion or continued use, or which would be incompatible for reasons of public health, public safety or environmental impact. The PPS also requires the progressive and final rehabilitation of mineral aggregate operations to accommodate subsequent land uses, promote land use compatibility, recognize the interim nature of extraction, and mitigate negative impacts to the greatest extent possible. Further, the ROP acknowledges that all properties designated a Licensed Pit and Quarry may continue the operation of these uses within the limits of the land areas presently licensed, subject to continuing satisfactory operating and rehabilitation procedures. In considering changes to existing Licensed Pits and Quarries, the ROP states that full consultation among the MNRF, the Region, the area municipalities and pit and quarry applicants is required before the licenses are issued or changed.

The proposed Official Plan and Zoning By-law Amendments have been requested in order to permit a broad range of industrial land uses within the existing Port Colborne Quarries mineral aggregate operation. Given the nature of the conversion and the significant range of land uses to be supported on-site, a **Regional Official Plan Amendment (ROPA)** will be required for the redesignation of the subject lands to allow for employment uses.

Evaluation for a ROPA will require a comprehensive analysis to determine existing and future employment needs based on supply and demand (consumption) within the City and the greater Niagara area, as well as to address potential land use conflicts with the surrounding residential land uses and the continued use of the subject lands and adjacent properties for mineral extraction. There have been no studies or other supporting documents submitted with the proposed applications demonstrating this comprehensive analysis. Though a "Report for an Official Plan Amendment and a Zoning By-law Amendment for Port Colborne Quarries", prepared by Dennis Savriga (stamped received September 20, 2016) was circulated with the applications, the letter does not discuss Provincial or Regional policies nor does it provide sufficient evaluation and planning rationale to justify the proposal. Further, the Region has not received a copy of a draft Official Plan Amendment, which is part of the information and material to be provided with a complete application as outlined in O. Reg. 543/06.

Regional staff notes that, in keeping with the PPS and the anticipated policies of the 2016 Provincial Growth Plan for the Greater Golden Horseshoe, the Region is currently in the process of completing a Municipal Comprehensive Review (MCR), which includes the preparation of an Employment Lands Strategy, for the purposes of preparing a new Regional Official Plan. Given the above requirement for a Regional Official Plan Amendment, as well as the outstanding concerns regarding the conversion of the subject lands to employment uses, Regional staff considers the proposed Official Plan and Zoning By-law Amendment applications to be premature until the completion of the Region's MCR and Employment Lands Strategy. Should the City wish to have these lands converted to employment uses as part of the MCR, data supporting the need for conversion should be forwarded to the Region.

Land Use Compatibility and Public Health and Safety

The policies of the PPS provide that development on or abutting mineral aggregate operations may be permitted only if rehabilitation or other measures to address and mitigate known or suspected hazards are under way or have been completed. As noted above, there has been no information provided with the proposed applications regarding the rehabilitation of the lands to support a change in land use. It is Regional staff's understanding that it is the applicant's intention to move forward with the conversion of the lands from aggregate use to employment use without rehabilitation of the site. This is not permitted under Regional and Provincial planning policy, nor is it permitted for the licensed portions of the subject lands under the ARA.

Further, the PPS calls for a coordinated, integrated and comprehensive approach to land use planning matters, and states that long-term economic prosperity should be supported by planning so that major facilities, including industries and resource extraction activities, and sensitive land uses are appropriately designed, buffered and/or separated from each other to prevent adverse effects from odour, noise and other contaminants, and minimize risk to public health. To implement this policy, the Ministry of Environment and Climate Change (MOECC) Land Use Planning Policy guidelines are to be applied in the land use planning process to prevent or minimize future land use problems related to compatibility. Specifically, Guideline D-1 "Land Use Compatibility Guidelines" and Guideline D-6 "Compatibility Between Industrial Facilities and Sensitive Land Uses" are to be considered in the review of applications. Regional staff notes that there is insufficient information available at this time on the exact scale and nature of the potential industrial uses to determine their classifications under these guidelines, and therefore, staff is unable to evaluate the proposal from a land use compatibility perspective without further studies and/or details regarding the specific industrial uses to be developed on-site.

Conclusion

In order to proceed with the proposed development, a Regional Official Plan Amendment application is required to lift the Licensed Pit and Quarry designation on the subject lands to permit employment land uses. However, given the scale of development, outstanding information regarding rehabilitation of the former aggregate lands, land use compatibility, and employment conversion, Regional staff considers the proposal to be premature until the completion of the Region's Municipal Comprehensive Review and related Employment Lands Strategy.

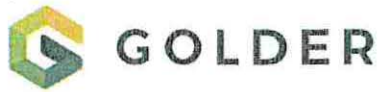
City staff is encouraged to arrange a meeting between City and Regional staff, as well as the applicant and their representatives, to discuss the contents of this letter. Please contact Alexandria Tikky at extension 3590, or Marilyn Radman, Associate Director, at extension 3485.

Thank you,



Alexandria Tikky
Development Planner

- c. Mr. D. Giles, Director, Planning and Development Services, Niagara Region
Ms. M. Radman, Associate Director, Planning and Development Services, Niagara Region
Mr. P. Busnello, Manager, Planning and Development Services, Niagara Region
Ms. S. Larocque, Planner, Planning and Development Services, City of Port Colborne
Ms. C. Lampman, Planning Analyst, Niagara Peninsula Conservation Authority
Mr. D. Savriga, Applicant Representative



SOIL MANAGEMENT PLAN

Port Colborne Quarries Pit 1

Fill Placement Program

Submitted to:

Shawn Tylee, CET
Manager of Procurement and Corporate Affairs

Port Colborne Quarries Inc.
P.O. Box 1116
St. Catharines, Ontario
L2R 7A3

Submitted by:

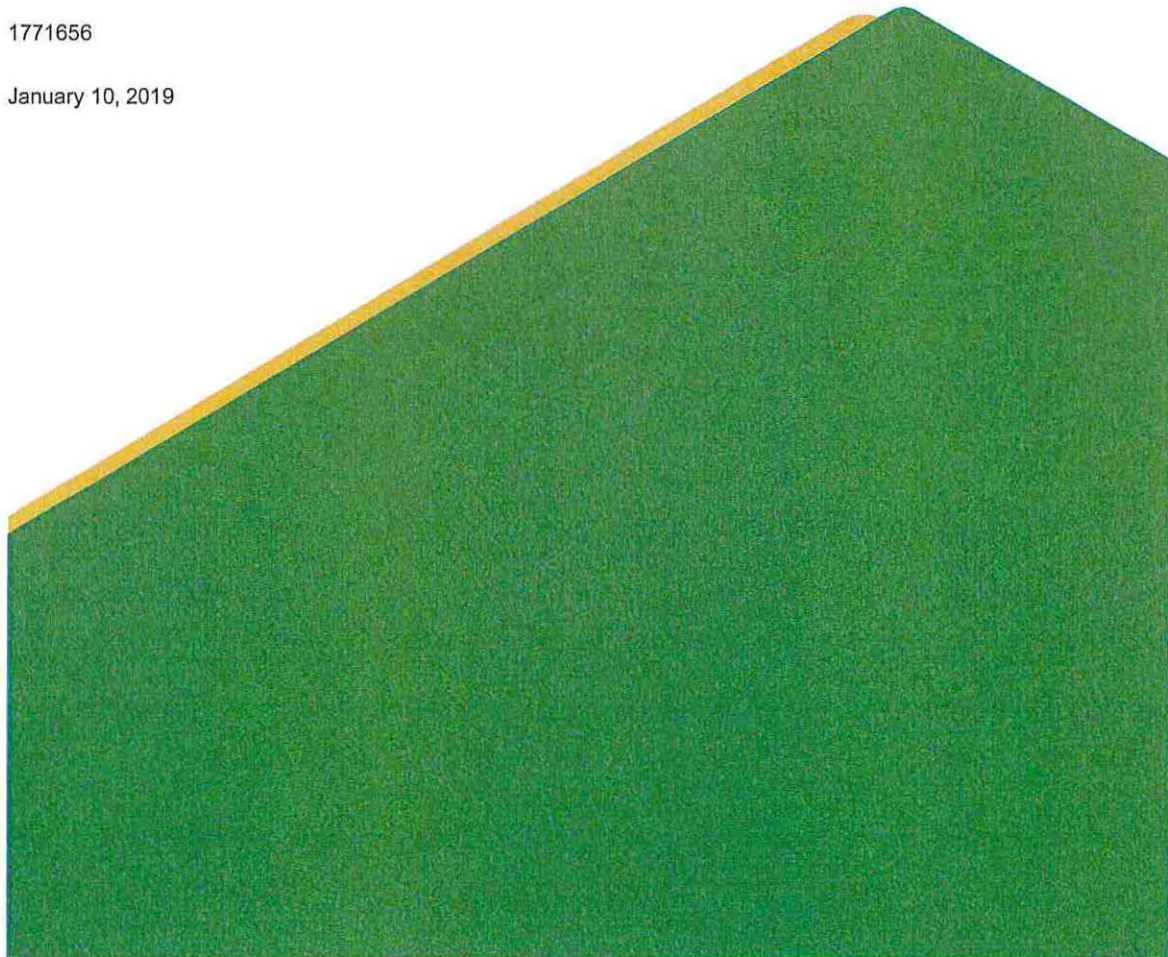
Golder Associates Ltd.

6925 Century Avenue, Suite #100 Mississauga, Ontario, L5N 7K2 Canada

+1 905 567 4444

1771656

January 10, 2019



Distribution List

eCopy - Port Colborne Quarries Inc.

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APPENDICES

APPENDIX A

Proposed Fill Staging and Sequencing

APPENDIX B

Source Site Screening Form

1.0 INTRODUCTION

Port Colborne Quarries Inc. ("PCQ") has applied to the City of Port Colborne for a Site Alteration Permit to allow for the importation of approximately 14.1 million metric tonnes of soil for the purposes of rehabilitating a former aggregate extraction site known as Pit 1. Pit 1 is an unlicensed former extraction site approximately 67 hectares (166 acres) in size, located on the south side of 2nd Concession Road between Highway 140 and Snyder Road, and is currently used as an aggregate processing facility to support quarrying activities taking place in Pits 2 and 3 on the PCQ property. Pits 2 and 3 are currently not the subject of this proposed fill importation program.

Quarrying of Pit 1 was reported to have initiated around 1954 to 1955 under the ownership of the Grey Nuns. Canada Steamship Lines subsequently acquired the property and continued aggregate extraction, having exhausted the aggregate reserves of Pit 1 prior to 1971, when the provincial *Pits and Quarries Control Act* came into effect. Based on the dates of extraction, Pit 1 was never licensed under the *Pits and Quarries Control Act* or the subsequent *Aggregate Resources Act*. As the site was not licensed, Pit 1 is not subject to any provincially mandated progressive or final rehabilitation requirements.

The intent of the proposed soil importation program is to backfill Pit 1 to its pre-extraction grade to allow for a future long-term repurposing of the site as a mixed use industrial development. The estimated volume requiring infilling is 6.15 million cubic metres, which at an estimated soil density of 2.0 tonnes per cubic metre and an estimated 15 percent volume loss through compaction, corresponds to an estimate of 14.1 million metric tonnes of soil required¹. The estimated duration of fill importation is 20 years or longer.

The proposed sequencing of the filling program² is to commence with the northeast corner of Pit 1 and proceed in five stages, initially progressing southward and extending around the aggregate processing equipment that is currently in place. Appendix A depicts the proposed staging of fill placement. During the later stages of filling, the aggregate processing equipment would be dismantled and decommissioned to allow for the completion of filling.

2.0 FILL SOURCE ASSESSMENT PROTOCOL

2.1 Applicable Standards

The application for a Site Alteration Permit has specified that the soil to be imported to the site will meet the Background Standards listed in Table 1 of the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the *Environmental Protection Act*" (hereinafter "the Table 1 Standards"). The standards applicable to Residential, Parkland, Institutional, Industrial, Commercial and Community property uses will apply. Should the Table 1 Standards be amended in the future, the updated standards will apply to subsequent soil importation activities.

Two exceptions to the application of the Table 1 Standards are proposed. In accordance with Ontario Ministry of Natural Resources and Forestry ("MNR") Policy No. A.R. 6.00.03³, it is proposed that where the imported material is not being placed within 1.5 metres of the final surface, the Table 1 Standards for Electrical Conductivity ("EC") and Sodium Adsorption Ratio ("SAR") do not have to be met. EC and SAR generally correlate with the salinity of soils, and are most commonly elevated through the application of road salt during de-icing activities. The standards for EC and SAR are based on the promotion of plant growth, rather than concerns over impacts to human health or the impairment of groundwater quality. As the rooting zone for the majority of plants does not extend below 1.5 metres from ground surface, the subsurface soil standards

¹ IBI Group. Planning Report – Site Alteration Permit, Port Colborne Quarry Inc. July 24, 2018

² IBI Group. Planning Report – Site Alteration Permit, Port Colborne Quarry Inc. July 24, 2018

³ Ontario Ministry of Natural Resources and Forestry, Lands & Waters Branch. Policy No. A.R. 6.00.03 – Importation of Inert Fill for the Purpose of Rehabilitation. April 14, 2008

contained in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" do not include values for EC and SAR. This absence of risks to human health or the natural environment when soils with elevated EC and SAR are situated at depth is the rationale for the exclusion of these two parameters from consideration for subsurface soils under the MNRF policy.

2.2 Identification of Contaminants of Concern (COCs)

To verify that only soils of suitable environmental quality are being imported for the backfilling of Pit 1, a program of sampling and laboratory analysis is to be undertaken. This testing will be conducted for the contaminants of concern that are identified as being potentially present on the source site(s). Identification of these COCs will be based on the completion of the Source Site Screening Form provided in Appendix B. The Source Site Screening Form is intended to identify the Potentially Contaminating Activities and corresponding COCs that may have affected the quality of the soil on the source site.

The Source Site Screening Form must be completed by, or under the direction of, a Qualified Person ("QP") as defined in Ontario Regulation 153/04. A QP retained by PCQ will review the completed Source Site Screening Form along with the corresponding laboratory analytical data to verify that the selection of COCs is appropriate based on the history of the source site.

2.3 Sampling and Analysis Plan

A Sampling and Analysis Plan is required to describe the process by which soil will be tested for the Contaminants of Concern to confirm that the Table 1 Standards have been met. The Sampling and Analysis Plan must be prepared by, or under the direction of, a QP. The Sampling and Analysis Plan shall include:

- The areas (in square metres) and depths (in metres) of all excavations on the source site that are intended to produce the excess soil intended for placement in Pit 1;
- The proposed locations and depth intervals within the source site excavations that are to be sampled, with the corresponding numbers of samples;
- Volumes (in cubic metres) and corresponding number of any soil stockpiles that are intended to be transported to Pit 1 for placement; and
- A list of the contaminants of concern to be analysed for each of these samples.

2.4 Required Frequency of Testing

Testing is required to be completed on the source site prior to shipment of any soil to Pit 1.

Testing frequencies are to be based on the Ontario Ministry of the Environment, Conservation and Parks ("MECP") *Proposed Excess Soil Regulatory Package*, and may be amended should the excess soil regulations, once passed, prescribe frequencies that differ from those provided herein. Sampling frequencies are dependent on whether soils are sampled in place prior to excavation (i.e. *in situ*), or are stockpiled outside of the excavation area on the source site (i.e. *ex situ*).

If soil sampling on the source site is to be completed in situ (i.e. through boreholes or test pits), or if the results of soil sampling are presented in the form of a Phase II Environmental Site Assessment ("ESA") report, then the sampling frequencies prescribed in Table 1 will apply.

Table 1: Sampling Frequencies for In Situ Soils at Each Source Site

Area of Excavation Supplying Soil (m ²)	Minimum No. of Sampling Locations Required ⁽¹⁾	No. of Samples Required Per Depth Interval	Total Number of Samples Required Based on Excavation Depth				
			0 to 1.5 mbgs ⁽²⁾	1.5 to 6 mbgs	6 to 11 mbgs	11 to 16 mbgs	16 to 21 mbgs
< 500	3	3	3	6	9	12	15
500 - 750	4	4	4	8	12	16	20
750 - 1000	5	5	5	10	15	20	25
1000 - 2000	6	6	6	12	18	24	30
2000 - 3500	7	7	7	14	21	28	35
3500 - 5000	8	8	8	16	24	32	40
5000 - 7500	9	9	9	18	27	36	45
7500 - 10000	10	10	10	20	30	40	50
> 10000 (see note 3)	10	10	10	20	30	40	50

Notes:

- (1) Sampling Locations refers to boreholes or test pits
(2) mbgs = metres below ground surface
(3) Sample numbers in this row are per hectare of excavation area

If soil on the source site is placed in stockpiles prior to sampling, then the *ex situ* sampling frequencies prescribed in Table 2 will apply.

Table 2: Required Number of Samples

Soil Volume Stockpiled on the Source Site (m ³)	Number of Samples	Soil Volume Stockpiled on the Source Site (m ³)	Number of Samples
< 130	3	2050 – 2200	18
130 – 220	4	2200 – 2350	19
220 – 320	5	2350 – 2500	20
320 – 430	6	2500 – 2700	21
430 – 550	7	2700 – 2900	22
550 – 670	8	2900 – 3100	23
670 – 800	9	3100 – 3300	24
800 – 950	10	3300 – 3500	25

Soil Volume Stockpiled on the Source Site (m ³)	Number of Samples	Soil Volume Stockpiled on the Source Site (m ³)	Number of Samples
950 – 1100	11	3500 – 3700	26
1100 – 1250	12	3700 – 3900	27
1250 – 1400	13	3900 – 4100	28
1400 – 1550	14	4100 – 4300	29
1550 – 1700	15	4300 – 4500	30
1700 – 1850	16	4500 – 4700	31
1850 – 2050	17	4700 – 5000	32

For volumes exceeding 5000 cubic metres, the required number of samples is given by the following formula:

$$\text{No. of Samples} = 32 + \frac{(\text{Total Volume}) - 5000}{300}$$

2.5 Analytical and Laboratory Requirements

Analysis of the recovered samples is required to be conducted by a laboratory meeting the accreditation requirements specified under Section 47(1) of Ontario Regulation 153/04. These requirements include a requirement for accreditation either:

- (1) In accordance with the International Standard ISO/IEC 17025 – General Requirement for the Competence of Testing and Calibration Laboratories, dated May 5, 2005, as amended from time to time, or
- (2) in accordance with the standards, if standards for proficiency testing have been developed by the Standards Council of Canada, the Canadian Association for Laboratory Accreditation or another accreditation body accepted by the MECP for a parameter set out in the Soil, Ground Water and Sediment Standards.

Samples shall be handled and stored in accordance with the MECP Analytical Protocol⁴, and are required to be submitted to the laboratory under chain-of-custody.

The laboratory shall not be instructed to exclude, from an analytical report or certificate of analysis, any of the parameters which were analyzed. Any analysis of samples for an Analytical Group specified in the Analytical Protocol is required to include and report on all parameters within that Analytical Group (i.e. no partial analysis is permitted).

2.6 Timing of Analysis

Analysis should be completed prior to the importation of soil for placement into Pit 1, and preferably before the material leaves the source site. The majority of analytical parameters will require five to seven working days for

⁴ REFERENCE THE ANALYTICAL PROTOCOL HERE

analysis and reporting under typical turnaround times. If this schedule cannot be accommodated owing to constraints on the source site, then the material will be segregated on arrival at Pit 1 until analytical results are obtained and it can be confirmed that the Table 1 Standards have been met for all contaminants of concern as identified using the procedures described in Section 2.2 of this soil management plan. The Material Segregation Area shall be clearly defined and not located within 30.0 m of the active backfilling area.

3.0 FILL ACCEPTANCE PROTOCOL

3.1 Source Site Submission

Information required to be submitted by the source site to PCQ for consideration of acceptance of soil for placement within Pit 1 includes the following:

- 1) The Soil Source Screening Form described in Section 2.2 of this soil management plan;
- 2) The Sampling and Analysis Plan described in Section 2.3 of this soil management plan;
- 3) The Chain of Custody form(s) under which the samples were submitted to the laboratory for analysis;
- 4) The laboratory Certificates of Analysis for all samples and parameters analyzed, as described in Sections 2.4 and 2.5 of this soil management plan.

3.2 Qualified Person Review

The information specified in Section 3.1 will be reviewed by, or under the direction of, a QP to be retained by PCQ. The QP will review the information submitted to confirm the following conditions have been met:

- 5) The contaminants of concern that have been identified for analysis are reflective of the range of potentially contaminating activities that may have affected the quality of the soil.
- 6) The Sampling and Analysis Plan reflects the collection a sufficient number of samples to satisfy the requirements of Tables 1 and 2 of Section 2.4, as applicable based on whether soils were sampled in situ or in stockpiles.
- 7) The Chain of Custody forms indicate that the samples were handled in accordance with the Analytical Protocol (i.e. sample holding times between collection and analysis were within the limits specified in the Analytical Protocol, sample temperatures were less than the maximum limits specified in the Analytical Protocol, etc.).
- 8) The concentration of each analyte meets the Table 1 Site Condition Standards as indicated in Section 2.1 above.

The QP will prepare a written response indicating that the information submitted has been reviewed and confirming whether the material is suitable for placement at Pit 1.

4.0 ON-SITE SOIL MANAGEMENT PROCEDURES

4.1 Load Importation Tracking

To reduce the potential that unauthorized loads (i.e. materials from sources other than those that have been reviewed and approved for importation) arrive at Pit 1, one of the following two methods may be used:

- 1) The source site may be provided by PCQ with numbered waybills or tickets to accompany each load; or
- 2) The source site may provide PCQ with the following information regarding the transportation of material:
 - a. The carrier(s) that will be transporting the soil; and
 - b. Information regarding the specific truck(s) that will be transporting the material (i.e. license plate numbers or truck numbers).

Information for each truck (i.e. appropriate paperwork, or truck information conforming to the list provided by the source site) will be verified on arrival at Pit 1. Should the required information not be provided, the truck will not be permitted to deposit soil at Pit 1 until it can be verified that the truck did originate from the source site and is transporting soil represented by the information provided to PCQ and reviewed by PCQ's QP as described in Sections 3.1 and 3.2 of this Soil Management Plan.

4.2 Load Inspection

On arrival at Pit 1, PCQ will verify through visual inspection that the soil is free of waste materials or deleterious materials (e.g. concrete rubble, brick, rebar, ash, cinders, etc.), and that there are no objectionable odours or staining that indicate the potential presence of contaminants. Loads that exhibit these conditions will not be permitted to remain at Pit 1.

4.3 Audit Sampling Procedures

One out of every 50 loads will be selected for audit sampling by PCQ. This sampling will be conducted by, or under the direction of, the QP retained by PCQ. The audit sampling procedure will be as follows:

- 1) The QP will confirm the source site from which the soil originated.
- 2) The QP will identify the specific Contaminants of Concern for that source site from the Source Site Screening Form.
- 3) One sample will be collected from a load originating from that site for laboratory analysis of the Contaminants of Concern. Sample collection and submission will follow the procedures indicated in Section 2.5 of this soil management plan.
- 4) The analytical results will be compared with the Table 1 Standards to confirm that the material is of suitable quality to remain in place at Pit 1. If exceedances are identified, then the procedures for rejected loads will be followed as indicated in Section 4.4.3 of this soil management plan.

It is recommended that loads selected for audit sampling be segregated until such time as the analytical results have been received and reviewed by the QP.

4.4 Load Tracking and Placement

4.4.1 Establishment of Grid/Cell Coordinate System

Prior to the importation of soil to Pit 1, a grid coordinate system will be established to allow for the locations of fill placement to be referenced and tracked.

4.4.2 Sample Logging System

A sample logging system will be established to document and track the placement of soil within Pit 1. Information to be tracked will include the following:

- 1) The source site from which the soil originated, including the site name and/or municipal address;
- 2) The carrier transporting the soil;
- 3) The truck/license plate number or waybill/ticket number for the truck transporting that load;
- 4) Laboratory Certificate of Analysis Number(s) corresponding to the soil or source site;
- 5) Laboratory Certificate of Analysis Number(s) and sample identifier(s) corresponding to the audit samples that were collected for that load, if that load was selected for audit sampling.

4.4.3 Procedure for Rejected Loads

Loads rejected on arrival at Pit 1 due to the presence of deleterious material or indications of contamination will be the responsibility of the source site.

Loads that are confirmed through audit sampling to have not met the Table 1 Standards for acceptance at Pit 1 will be addressed as follows:

- 1) The location of placement of the affected load will be identified from the tracking logs described in Section 4.5 of this soil management plan.
- 2) Three samples of the material will be collected from the location of fill placement and will be analysed for the Analytical Group(s) that include the parameter(s) that failed to meet the Table 1 Standards.
- 3) If the average of the original sample result and the three subsequent samples fails to meet the Table 1 Standards, or if any of the three samples exceeds the Table 1 Standards by a factor of 2, then the soil will be removed and disposed of off-site.

4.5 Dust and Erosion Control

Segregated soil will be stockpiled and managed in such a way as to reduce the potential for fugitive dust emissions or erosion and runoff. Measures may include:

- Cessation of soil deposition under high wind conditions that are contributing to dust emissions;
- Covering of soils with tarps or spraying with soil binders (which should consist of biodegradable polymers rather than chloride-based dust suppressants) to reduce dust generation or runoff; or
- Water sprays to control dust.

4.6 Document Retention

Copies of the submittals described in Section 3.1 will be retained at PCQ's offices for inspection as required. Electronic or hard copy logs of the information collected for soil tracking purposes as described in Section 4.4.2 will be retained. These documents will be retained for seven years following the completion of backfilling to the pre-extraction grades at Pit 1.

Signature Page

Golder Associates Ltd.



Steve Desrocher, M.Sc., P.Geo.
*Associate, Senior Contaminant
Hydrogeologist*



Sean McFarland
Principal

SD/SM/cg

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https://golderassociates.sharepoint.com/sites/32998g/deliverables/final/1771656_rpt_2019jan10_pcq_soil_management_plan_-_final.docx

APPENDIX A

Proposed Fill Staging and
Sequencing

APPENDIX B

Source Site Screening Form

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Report Number: 2019-20

Date: March 11, 2019

SUBJECT: Sale of a Part of Kinnear Park

1) PURPOSE:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Bruce & Leslie Biederman.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Council first heard through Planning & Development closed session report 2017-132 that Bruce and Leslie Biederman expressed interest in purchasing a part of Helen Kinnear Park, which lies directly behind their house at 207 Killaly Street West:



The property measures 16.5m by 13.4m in size. As per policy, staff had indicated that the property is surplus to the needs of the City.

3) STAFF COMMENTS AND DISCUSSIONS

The sale of the property is guided by the City's policy and procedure under By-law 6620/75/18 and has been followed.

The parcel is to be purchased for \$4,500 plus HST and will be required to be merged with the Biederman property. The sale is scheduled to close on March 29, 2019.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) **Do nothing.**

Although not recommended, Council can decide to do nothing and continue to retain the

property.

b) Other Options

Although not recommended, Council could counter offer or change any listed conditions of the sale.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A.

6) ATTACHMENTS

APPENDIX A - Draft Agreement of Purchase and Sale

APPENDIX B - Reference Plan 59R-16309

APPENDIX C - By-law for Sale

7) RECOMMENDATION

That Council declares Part 1 on Plan 59R-16309 as surplus to the City's needs; and

That the City enters into an Agreement of Purchase and Sale with Bruce & Leslie Biederman, for the purchase price of \$4,500 (plus HST); and

That the Mayor, Clerk and City Solicitor be authorized to sign and execute any and all documents respecting the sale of these lands.

8) SIGNATURES

Prepared on February 26, 2019 by:

Reviewed and Respectfully Submitted:



Dan Aquilina, MCIP, RPP, CPT
Director of Planning and Development



Scott Luey
Chief Administrative Officer

AGREEMENT OF PURCHASE AND SALE

Buyer: Bruce & Leslie Biederman

Seller: The Corporation of the City of Port Colborne

Address of Property: Vacant land, north of 207 Killaly Street West

Frontage: 16.581m

Depth: 13.411m more or less:

Legal Description: Part 1 on Plan 59R-16309

Purchase Price: Four Thousand & Five Hundred (\$4500.00) CDN Dollars

Deposit: Two Hundred & Twenty (\$220) CDN Dollars

The Buyer agrees to pay the balance of the purchase price to the Seller, by certified cheque or bank draft on closing subject to the usual adjustments and the following:

Schedule A attached hereto shall form part of this agreement.

1. **Chattels:** None.

2. **Fixtures:** None.

3. **Rental Items:** None.

4. **Irrevocability:** This offer shall be irrevocable by the Buyer until 6:00pm **on March 12, 2019**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction.

5. **Completion Date:** This agreement shall be completed no later than 6:00pm on **March 29, 2019**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for herein.

6. **Notices.** Any notice to given herein shall be in writing and delivered to the Buyer or the Seller at the address for service provided for herein. The parties agree that this agreement may be sent and received by facsimile transmission and that such transmissions of this agreement may be accepted and executed by the party receiving such transmission. All such transmissions once executed shall constitute a binding agreement between the parties. The parties also agree that all notices or waivers may be sent and received by facsimile transmission as above.

7. **HST.** If this transaction is subject to the HST, then such tax shall be **in addition to** the purchase price. If this transaction is not subject to the HST the Seller shall certify on or before closing that the transaction is not subject to the HST. .

8. **Title Search.** Buyer shall be allowed until **3 days prior to closing** (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders, open files, notices of violation or deficiencies or any other encumbrances or regulatory directive affecting the property and that its present use **vacant residential** may be lawfully continued and that the principal building may be insured against risk of fire. Seller consents to the municipality or other governmental agencies releasing to the Buyer or his solicitor details of all outstanding work orders or deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **Future Use.** Seller and Buyer agree there is no representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful except as may be specifically provided for in this agreement.

10. **Title.** Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities provided such have been complied with, or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to the title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee and which Buyer will not waive, this agreement notwithstanding any intermediate acts or negotiations in respect of such objections shall be at an end and all monies paid shall be returned without interest or deduction. Save as to any valid objection 50 made by such day and except for any objection going to the root of title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **Closing Arrangements.** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part "" of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended for registration 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 lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **Documents & Discharge.** Buyer shall not call for the production of any title deed, abstract, surveyor other evidence of title to the property except such as are in the possession or control of the Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registerable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing.

13. **Inspection.** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **Insurance.** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **Planning Act.** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **Documentation Registration.** The Transfer/Deed, shall save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **Residency.** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect to tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or statutory declaration that Seller is not then a non-resident of Canada.

18. **Adjustments.** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer.

19. **Time Limits.** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **Tender.** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **Family Law Act.** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent thereafter provided.

22. **UFFI.** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of the Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This

warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is subject to this transaction.

23. Agreement in Writing. If there is a conflict or discrepancy between any provision added to this agreement including any schedule attached hereto and any provision in contained herein the added provision shall supersede to the extent of such conflict or discrepancy. This agreement including the any schedule attached hereto shall constitute the entire agreement between the Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this agreement other than as expressed herein. This agreement shall be read with all changes of gender or number required by the context.

Dated:

Signed, Sealed and Delivered
in the presence of:

Bruce Biederman

Leslie Biederman

The Seller hereby accepts the above offer.

Dated:

Signed, Sealed and Delivered
in the presence of:

William C. Steele, Mayor

Amber LaPointe, City Clerk

Rocky Vacca, Sullivan Mahoney
Name of Seller's Lawyer

4781 Portage Road
Niagara Falls, ON L2E 6B1
Tel: (905) 357-0500
Fax: (905) 357-0501
email: rvacca@sullivan-mahoney.com

Brian Lambie
Name of Buyer's Lawyer

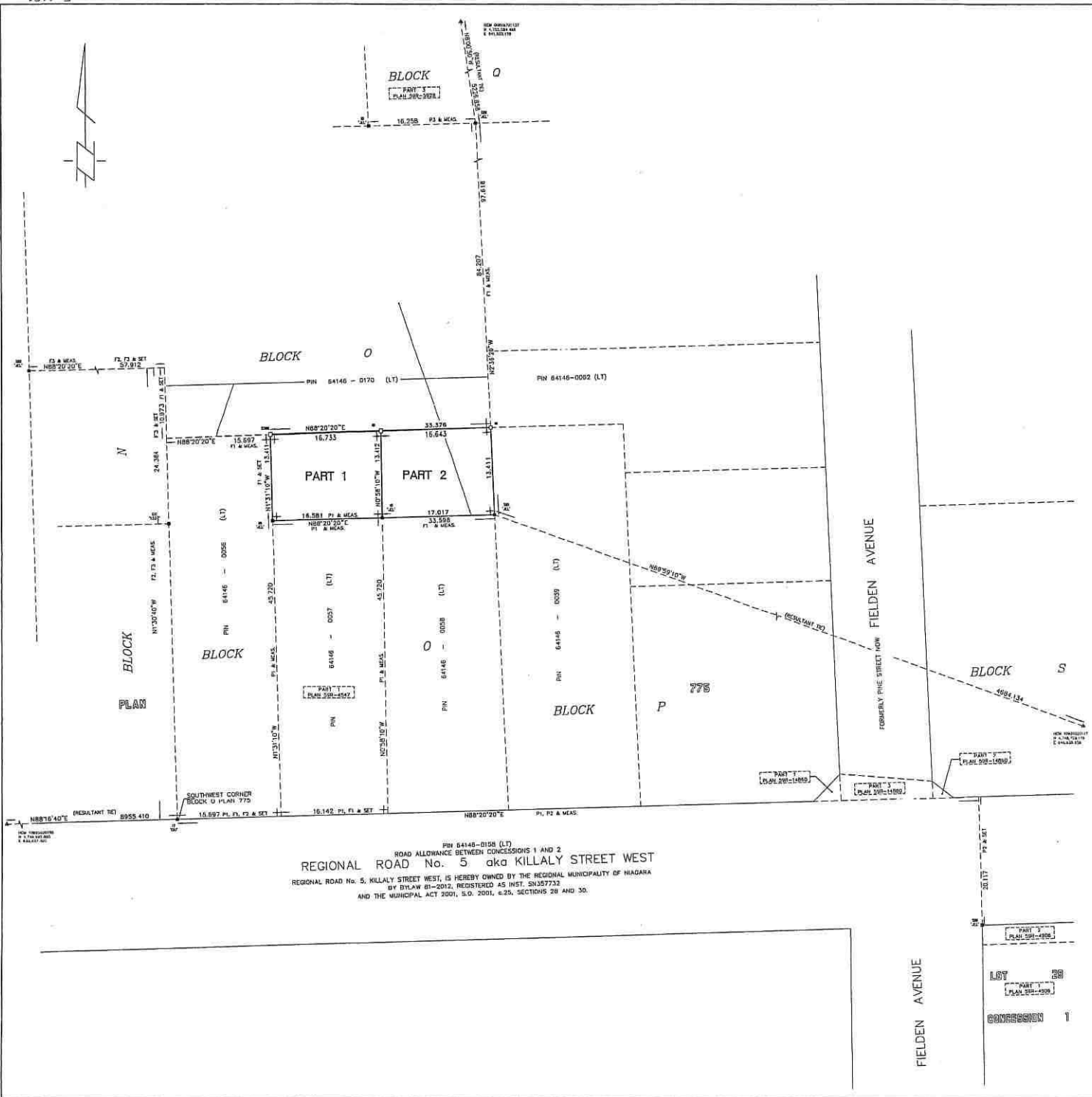
151 Charlotte Street
Port Colborne, ON L3K 3E3
Tel: 905-835-0404
Fax: 905-835-5966
email: blambie1@cogeco.ca

Schedule A

The Buyer agrees to accept title to the Property in such a manner so as to merge the property conveyed herein with the Buyer's adjoining lands.

The Buyer acknowledges that in addition to the purchase price that \$630 is required to cover surveyor costs.

The Buyer acknowledges that in addition to the purchase price that \$600 is required to cover City legal fees to complete the sale.



PIN 64146-0168 (LT)
 ROAD ALLOWANCE BETWEEN CONCESSIONS 1 AND 2
REGIONAL ROAD No. 5 aka KILLALY STREET WEST
 REGIONAL ROAD No. 5, KILLALY STREET WEST, IS HEREBY OWNED BY THE REGIONAL MUNICIPALITY OF NIAGARA
 BY D/LAW 61-2012, REGISTERED AS INST. S1357732
 AND THE MUNICIPAL ACT 2001, S.O. 2001, c.25, SECTIONS 28 AND 30.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.
 DATE: OCTOBER 11, 2016
 RECEIVED AND DEPOSITED
 DATE: Nov. 20, 2016
 M. GILMORE
 MARY GILMORE
 DEPUTY LAND SURVEYOR

PLAN 59R-16209
 RECEIVED AND DEPOSITED
 DATE: Nov. 20, 2016
 M. GILMORE
 MARY GILMORE
 DEPUTY LAND SURVEYOR

SCHEDULE			
PART	LOT	PLAN	PIN
1			
2	PART OF BLOCK 0	775	PART OF PIN 64146-0170 (LT)

PLAN OF SURVEY OF
PART OF BLOCK 0
PLAN 775
 IN THE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:250
 LANTHIER & GILMORE SURVEYING LTD.
 2016

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
 - SM - SURVEY MONUMENT SET
 - SB - STANDARD IRON BAR
 - SSB - SHORT STANDARD IRON BAR
 - IP - IRON PIPE
 - IT - IRON TUBE
 - DB - PLASTIC BARR
 - CR - CUT CROSS
 - W - WELLS
 - CM - METRIC CONTROL MONUMENT
 - MEAS - MEASURED
- 'L' DENOTES LANTHIER & GILMORE SURVEYING LTD.
 1337 - BOUNDARY OF MARY GILMORE
 P1 - PLAN 59R-16147
 P2 - PLAN 59R-16185
 P3 - PLAN 59R-16208
 P4 - PLAN 59R-16209
 P5 - 1337 FILE #L 67-4748
 P6 - 1442 FILE 68-205

INTEGRATION DATA

COORDINATES ARE DERIVED FROM SPECIFIED CONTROL POINTS 091978732, 102202018 AND 102202017 WITH ZONE 17, NAD 83 (ORIGINAL).

DISCREPANCY POINTS (CPV): UTM ZONE 17, NAD83 (ORIGINAL).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF UTM 250/02

POINT ID	NORTHING	EASTING
091978732	4,755,544.488	841,502.178
102202018	4,746,899.899	833,237.202
102202017	4,746,706.126	846,635.304

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

BEARING NOTE
BEARINGS SHOWN HEREON ARE UTM GRID BEARINGS AND WERE DERIVED FROM SPECIFIED CONTROL POINT 091978732, 102202018 AND 102202017 WITH ZONE 17, NAD 83 (ORIGINAL).

FOR BEARING COMPARISONS, A ROTATION OF 1° 22' 50" IN A CLOCKWISE DIRECTION WAS APPLIED TO BEARINGS ON 'L' FILE 0-8472.

FOR BEARING COMPARISONS, A ROTATION OF 3° 02' 20" IN A CLOCKWISE DIRECTION WAS APPLIED TO BEARINGS ON PLAN 59R-16147 AND 1337 FILE W.O. 02-4740.

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 ORIGIN LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID COORDINATES BY MULTIPLYING THE DISTANCES BY A CORNER SCALE FACTOR OF 0.99999744.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT.
- THE SURVEYORS ACT AND THE LAND TILES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON OCTOBER 9, 2016.

DATE: OCTOBER 11, 2016

M. GILMORE
MARY GILMORE
DEPUTY LAND SURVEYOR

LANTHIER & GILMORE SURVEYING LTD.
 113 LANTHIER ST. PORT COLBORNE, ONT. (609) 435-5077

SCALE: 1:250 DR. BY: CM JEL. FILE: 22-031 F-1191
 CL. BY: CM

Report 2015-03
 Appendix B

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 Bruce & Leslie Biederman respecting part of block O, plan 775 being part 1 on plan 59r-16309

Whereas at its meeting of March 11, 2019, Council approved the recommendations of Department of Planning & Development, Report No. 20179-20, Subject: Sale of a Part of Kinnear Park; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Bruce & Leslie Biederman for the sale of Part 1 on Plan 59R-16309, for the purchase price of \$4,500 (plus HST);

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 enter into an Agreement of Purchase and Sale with Bruce & Leslie Biederman for the sale of Part of Block O, Plan 775 being Part 1 on Plan 59R-16309 for the purchase price of \$4,500 (plus HST), which agreement is attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the 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.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Amber LaPointe
City Clerk

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Ministry of Transportation
Policy and Planning Division
Transit Policy and Programs Group
Executive Director's Office

Ministère des Transports
Division des politiques et de la planification
Groupe des politiques et des programmes
relatifs aux transports en commun
Bureau du directeur général



30th Floor, Ste. 3000
777 Bay Street
Toronto, Ontario M7A 2J8
Tel: (416) 585-7347
Fax: (416) 585-7343

30^e étage bureau 3000
777, rue Bay
Toronto (Ontario) M7A 2J8
Tél. : (416) 585-7347
Télééc. : (416) 585-7343

February 19, 2019

Amber LaPointe
City Clerk
Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Amber LaPointe:

As you know, the term of Public Transit Infrastructure Fund (PTIF) program has been extended to March 31, 2021. To enact the extension, and implement other minor changes to the program, an amending agreement to the PTIF Transfer Payment Agreement between Ontario and Port Colborne is required.

Please find enclosed Amending Agreement No. 1 (Amending Agreement) to the Public Transit Infrastructure Fund Phase One (Ontario) Transfer Payment Agreement.

This Amending Agreement includes the following amendments:

1. Extending the date of the Agreement until March 31, 2021
 - a. Infrastructure Canada has approved the extension of the PTIF program to allow eligible costs to be incurred between April 1, 2016 and March 31, 2020.
2. Inclusion of recipient own-force labour costs
 - a. Infrastructure Canada has confirmed that the full costs of recipient own-force labour, including salary, benefits, and pension for the time used for a PTIF project are considered eligible expenses.
3. Additional PTIF Outcomes Performance Indicators
 - a. To include 5 new Performance Indicators in the PTIF Outcomes Progress Report (Article D.4.0).
4. Clarification on the timing of the release of Holdback funds
 - a. The amendment provides clarification on the requirements and timing of release for holdback funds.

Please find attached the Amending Agreement for funding of \$96,701, as approved by the Government of Canada. **This Amending Agreement has already been signed by the Minister of Transportation. Therefore, this document must not be tampered with or altered in any way; otherwise, another Amending Agreement will need to be re-issued and executed again.**

Please print and sign this agreement (where indicated). Once signed, this Amending Agreement is fully executed and in effect. Please, if possible, return a scanned copy of **the complete file** via email to MTO_PTIF@ontario.ca. Alternatively, please return a signed copy of the agreement by mail to:

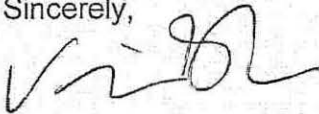
Abby Dwosh
Strategic Transit Investments Office
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, Ontario M7A 2J8

Please note that the ministry requires a copy of the by-law and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representative of the Recipient for the Agreement.

If you have any questions about this Amending Agreement or the process to execute it, please contact Abby Dwosh, Manager of the Strategic Transit Investments Office, by email at Abby.Dwosh@ontario.ca or by phone at 416-585-6312.

Thank you in advance for your commitment to the successful delivery of your projects, we look forward to continuing to see the results.

Sincerely,



Vinay Sharda
Executive Director

Attachment (s)

**AMENDING AGREEMENT No. 1
TO THE PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

This Amending Agreement No. 1 to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement (this "**Amending Agreement No. 1**") is effective as of the date of signature by the last signing party to this Amending Agreement No. 1.

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the "**Province**")

- and -

Corporation of the City of Port Colborne

(the "**Recipient**")

BACKGROUND

The Province and the Recipient entered into the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement effective as of June 12, 2017 (the "**Agreement**").

The Agreement, pursuant to Article 3.0 (Amending the Agreement) of the Agreement, may be amended from time to time on written agreement of the Parties.

The Parties wish to amend the Agreement as set out in this Amending Agreement No. 1.

IN CONSIDERATION of the mutual covenants and agreements contained in this Amending Agreement No. 1, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amending Agreement No. 1, unless defined in section 2 of this Amending Agreement No. 1, have the meanings ascribed to them in the Agreement.

2. **Definition.** In this Amending Agreement No. 1, the following term has the following meaning:

“Amending Agreement No. 1” means this Amending Agreement No. 1, including Appendix A attached to this Amending Agreement No. 1.

3. Section A.4.14 of the Agreement is deleted and replaced with the following:

A.4.14 **Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement;
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances; and
- (c) Canada has released the 10% of its funding contribution retained pursuant to section 9.4 (Retention of Contribution) of the Bilateral Agreement to the Province.

4. Schedule “B” (Project Specific Information) of the Agreement is amended by deleting “March 31, 2020” and replacing it with “March 31, 2021”.
5. Paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template) of the Agreement is amended by deleting the template and replacing it with the revised template in Appendix A to this Amending Agreement No. 1.
6. Section E.2.3 (Scope of Eligible Expenditures) of the Agreement is deleted and replaced with the following:

E.2.3 **Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2020 and Eligible Investments. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;

- (c) costs of construction carried out in-house by the Recipient; and
 - (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.
7. Paragraph E.3.1 (a) is amended by deleting "March 31, 2019" and replacing it with "March 31, 2020".
 8. Paragraph E.3.2 (e) is amended by deleting ";" and adding the following at the end of the paragraph:

, unless used specifically towards the Project and only for the portion of time that they are used to work on the Project;
 9. Section J.5.1 (Timing) is amended by deleting "September 1, 2019" and replacing it with "September 1, 2020".
 10. Section J.5.2 (No Obligation for Payment) is amended by deleting September 1, 2019" and replacing it with "September 1, 2020".
 11. Section J.7.1 (Holdback) is amended by deleting the last sentence.
 12. Section J.8.1 (Final Payment) of the Agreement is deleted and replaced with the following:

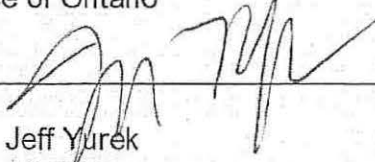
J.8.1 Final Payment. Subject to paragraph A.4.2 (c) and up to the Maximum Funds, the Province agrees to pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.14 (Retention of Contribution) have been met.
 13. Except for the amendments provided for in this Amending Agreement No. 1, all provisions of the Agreement remain in full force and effect.

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

FEB 19 2019
FEB 19 2019

Date

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Transportation for the
Province of Ontario



Name: Jeff Yurek
Title: Minister

Corporation of the City of Port Colborne

Date

Name: William C. Steele
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Amber LaPointe
Title: City Clerk

I have authority to bind the Recipient.

APPENDIX A

BASELINE DATA AND RESULTS ON PROGRESS ON OUTCOMES TEMPLATE

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
				Provide cumulative results on completed projects from start of program	
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2		Number of funded transit system projects that aim at improving the commuters' experience (additional indicator)	Not applicable, baseline is zero		
3	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		
4	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
5		Percentage of assets that have improved their			

Port Colborne and Ontario PTIF TPA - Amending Agreement No.1

		physical condition rating (as per reporting guidelines) as a result of funding			
6		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
7	Increased safety	Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
8		Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
9	Increased accessibility	Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
10		Number of projects that improve transit system accessibility (additional indicator)	Not applicable, baseline is zero		
11	Improved efficiency	Average Life Cycle Cost of applicable transit system assets after completion of funded investments			
12		Average litres of fuel per passenger-kilometre after completion of funded investments			
13		Total estimated cubic-metres of natural gas			

		saved as a result of funded investments			
14		Total estimated kilowatt-hours saved as a result of funded investments			
15	Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects			
16		Total of new passenger trips as a result of the expansion of paratransit services (additional indicator)			
17		Number of early works projects that lay the foundation for future transit system expansion. (additional indicator)	Not applicable, baseline is zero		
18		Number of funded projects that support active transportation (additional indicator)			
19		Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient		

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From: <Vance.Badawey.P9@parl.gc.ca>
To: <cityclerk@portcolborne.ca>, <clerk@welland.ca>, <clerk@thorold.com>, <Ann-Marie.Norio@niagararegion.ca>
Cc: <Vance.Badawey.A1@parl.gc.ca>, <Vance.Badawey@parl.gc.ca>, <ihamilton@hamiltonport.ca>, <Bob.Bratina.P9@parl.gc.ca>, <Bradclark@bell.net>
Date: 2019-02-26 05:59 PM
Subject: Attention: Mayor, Members of City Council, Members of City Staff, Members of the Regional Transportation Steering Committee and Regional Staff

Good day Mayor, Members of City Council, Members of City Staff, Members of the Regional Transportation Steering Committee and Regional Staff.

I had the pleasure to table a Report entitled *Interim Report on Establishing a Canadian Transportation and Logistics Strategy* (attached) to the House of Commons last Wednesday (February 20, 2019).

We led a process that brought the Standing Committee on Transport, Infrastructure and Communities (TRAN) to Niagara, followed by visits to Vancouver and Seattle, WA to meet with various transportation users, stakeholders and municipalities to identify opportunities to increase the efficiency of Canada's trade corridors.

We are extremely pleased that this was an inclusive process that the committee embarked on. May I highlight that the contents of the report includes contributions from participants from across Canada, including many from the Niagara region. Therefore, a great deal of appreciation must be extended to all those who shared their expertise, experience(s) and interests.

Specific to Niagara and Hamilton, the committee believes that the Government of Canada must recognize the regular congestion (bottlenecks) on the Queen Elizabeth Way emphasizing the need for an alternative route. The committee recommends that the Government of Canada consider the creation of a Mid Peninsula Corridor and encourage increased use of the St. Lawrence Seaway to eliminate exiting bottlenecks, bring the Seaway to further capacity and utilize Welland Canal Corridor lands to expand and create new economic development opportunities.

TRAN can study any aspect of the management and operations of Transport Canada and Infrastructure Canada, as well as any legislation, programs or policy areas administered by the Minister of Transport and the Minister of Infrastructure.

As a result of our deliberations, the TRAN committee established 31 recommendations. Contained within the recommendations is that the Government of Canada acknowledge the Niagara Region's and City of Hamilton's strategic location, within a one day's drive of major Canadian and U.S. cities, provincial designation as an *Economic Gateway Centre & Zone*, federal recognition as a *Foreign Trade Zone* and Niagara-Hamilton Transportation related infrastructure, through designating the Region and City as a *National Trade Corridor*.

Our next steps will be to work with our local partners (users, stakeholders and municipalities) to strengthen the *Niagara-Hamilton Economic Cluster*. This will bring together complementary businesses, skills, professions, research facilities, arts and entertainment entities, educational institutions, and other factors combined, to ensure our Cluster is internationally recognized as a conduit for growth and innovation. Transportation systems lend cohesion to the urban mix and

provide the critical intercity and international linkages so essential to our economic success, and therefore, together, we will also identify capital requirements and consider making application under the *National Trade Corridor fund (NTCF)*. This will reinforce strategic, integrated national and bi-national capital investments that will strengthen Niagara's overall global trade performance.

We will be in touch shortly to discuss with you directly, next steps. Please set aside March 13, 2019 for a roundtable discussion.

Kind regards,

Vance



Vance Badawey

Member of Parliament
Niagara Centre
Valour Bldg, Room 1170
Ottawa, Ontario K1A 0A6
Tel. (613) 995-0988
Fax. (613) 995-5245
vance.badawey@parl.gc.ca



tranrp27-e.pdf

From: <Vance.Badawey.P9@parl.gc.ca>
To: <clerk@thorold.com>, <clerk@welland.ca>, <cityclerk@portcolborne.ca>
Cc: <Vance.Badawey.A1@parl.gc.ca>
Date: 2019-03-04 01:29 PM
Subject: Attention: Mayor, City Council & CAO

City of Port Colborne
RECEIVED

MAR 04 2019

CORPORATE SERVICES
DEPARTMENT

Good day Mayor, Members of City Council and CAO.

We are nearing the anniversary of the Canada-Ontario Bilateral Agreement (attached) and **Ontario has yet to provide a three year infrastructure plan, open intake for any of the funding streams, or submit even 1 application to us for infrastructure funding.**

I have submitted Local Infrastructure Priorities to the Federal Minister of Infrastructure François-Philippe Champagne, to forward to the Ontario government imminent local projects and express the importance of expediency to therefore meet the immediate needs of our partner municipalities. The building season is quickly upon us and time is running out.

The following projects have been submitted – **not in order of priority:**

- ✓ Thorold Operation's Centre
- ✓ Welland 5 Year Plan 2018 – Firehalls
- ✓ Welland – Fork's Road Bridge
- ✓ Port Colborne BIA Community Improvement Plan
- ✓ Region – Mid Peninsula Corridor

The Ontario government must recognize the importance of job creation and contributing to local capital needs that are vital to communities across the province.

We will continue to embark on movement of the Ontario government to therefore, meet your capital needs in a timely fashion.

Should you have any questions, please do not hesitate to contact me directly.

Kind regards,

Vance



Vance Badawey

Member of Parliament
Niagara Centre
Valour Bldg, Room 1170
Ottawa, Ontario K1A 0A6
Tel. (613) 995-0988
Fax. (613) 995-5245
vance.badawey@parl.gc.ca



2018-Canada-ON-Bilateral-Agreement-EN.PDF

CANADA – ONTARIO

INTEGRATED BILATERAL AGREEMENT FOR THE
INVESTING IN CANADA INFRASTRUCTURE PROGRAM

This Agreement is made as of the date of last signature

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada")

AND: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Infrastructure ("Ontario")

individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS the Government of Canada announced in *Budget 2016* and *Budget 2017* over \$180 billion for the Investing in Canada Plan to support sustainable and inclusive communities, while driving economic growth;

WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the Investing in Canada Infrastructure Program and wishes to provide financial support to Ontario for Projects under this Agreement;

WHEREAS the Government of Canada proposes to deliver up to a maximum of \$11,846,483,456 to Ontario through the Investing in Canada Infrastructure Program, and Ontario agreed to transfer \$1,475,316,667 of this funding to other Infrastructure Canada funding programs;

WHEREAS the Government of Canada proposes to deliver up to a maximum of \$10,371,166,789 to Ontario in four key areas: public transit; green infrastructure; community, culture and recreation infrastructure; and rural and northern communities infrastructure under this Agreement;

AND WHEREAS the Government of Canada has made a commitment to renewing the relationship between Canada and Indigenous peoples based on recognition of rights, respect, co-operation and partnership, where all mandate letters from the Prime Minister highlight the Government of Canada's commitment to a renewed, nation-to-nation relationship with Indigenous peoples.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

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

"Administrative Expenses" means costs incurred by Ontario related to implementing this Agreement, including costs for incremental staff needed to deliver the Program, conduct Program intakes, review project applications, announce Projects, install signage, develop the Ontario infrastructure plan, develop information technology systems and undertake reporting.

"Agreement" means this integrated bilateral agreement and all its schedules, as may be amended from time to time.

"Agreement End Date" means March 31st, 2028.

"Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution

funding provided by Canada under the terms and conditions of this Agreement.

"Asset Disposal Period" means the period commencing from the date of last signature of this Agreement and ending five (5) years after a Project is Substantially Completed.

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

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

"Eligible Expenditures" mean those costs Incurred and eligible for payment by Canada as set out in section A.1 c) (Eligible Expenditures).

"Fiscal Year" means the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year.

"Incurred" means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

"Infrastructure Recipient Information System" ("IRIS") means an online portal and case management tool developed by Canada to support section 17 (Information Management).

"Joint Communications" means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Ontario and, where applicable, the Ultimate Recipient, and are not operational in nature.

"Oversight Committee" means the committee(s) established in accordance with section 7 (Oversight Committee).

"Person" means, without limitation, a person, Ontario, an Ultimate Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

"Program" means the Investing in Canada Infrastructure Program as set out in this Agreement.

"Project(s)" means one or more projects submitted by Ontario and approved by Canada pursuant to section 9.1 (Project Submission Approval and Changes) and governed by this Agreement.

"Rural Households" means individual dwellings located in communities with a population of under 30,000 people as defined by the 2016 Census.

"Substantial Completion" or "Substantially Completed" means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

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

"Total Financial Assistance" means total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

"Ultimate Recipient" means an entity identified under section A.1 a) (Ultimate Recipients) that is eligible to receive contribution funding for a Project under this Agreement.

“Ultimate Recipient Agreement” means an agreement between Ontario and an Ultimate Recipient for a Project under this Agreement.

1.2 ENTIRE AGREEMENT

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

1.3 DURATION OF AGREEMENT

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

1.4 SCHEDULES

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

Schedule A – Program Details

Schedule B – Communications Protocol

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide contribution funding to Ontario for Projects and Administrative Expenses.

3. COMMITMENTS BY CANADA

- a) Canada agrees to provide contribution funding to Ontario under the public transit stream of the Program in a total amount not to exceed \$7,468,174,969 to be paid in accordance with Schedules A.1 (General Program Requirements) and A.2 (Public Transit).
- b) Canada agrees to provide contribution funding to Ontario under the green infrastructure stream of the Program in a total amount not to exceed \$2,245,764,810 to be paid in accordance with Schedules A.1 (General Program Requirements) and A.3 (Green Infrastructure).
- c) Canada agrees to provide contribution funding to Ontario under the community, culture and recreation infrastructure stream of the Program in a total amount not to exceed \$407,159,893 to be paid in accordance with Schedules A.1 (General Program Requirements) and A.4 (Community, Culture and Recreation Infrastructure).
- d) Canada agrees to provide contribution funding to Ontario under the rural and northern communities infrastructure stream of the Program in a total amount not to exceed \$250,067,117 to be paid in accordance with Schedules A.1 (General Program Requirements) and A.5 (Rural and Northern Communities Infrastructure).
- e) Canada agrees to provide a portion of Canada's total contribution funding identified in paragraphs a) through d) of this section to Ontario for Administrative Expenses to be paid in accordance with section 16 (Administrative Expenses).
- f) The Parties acknowledge that Canada's role in a Project is limited to making a financial contribution to Ontario for that Project and that Canada will have no involvement in the implementation of that Project or its operation. Canada is neither a decision-maker nor an administrator of a Project.

4. COMMITMENTS BY ONTARIO

- a) Ontario will be responsible for the complete, diligent, and timely implementation of this Agreement, within the funding limits and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) Unless Ontario is the Ultimate Recipient, Ontario will enter into an Ultimate Recipient Agreement with each Ultimate Recipient and ensure that Ultimate Recipient

Agreements are consistent with, but are no less favourable to Canada than the relevant provisions of this Agreement. Where Ontario is an Ultimate Recipient, Ontario will be subject to all terms and conditions set out in this Agreement.

- c) Where Ontario is the Ultimate Recipient, Ontario will ensure that all Projects are Substantially Completed by October 31st, 2027. For all other Projects, Ontario will ensure that Ultimate Recipient Agreements require that Projects are Substantially Completed by October 31st, 2027.
- d) Ontario acknowledges that Canada will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
- e) Ontario will be responsible for any costs associated with a withdrawn or cancelled Project, and, subject to subsection (ii) below, will repay to Canada any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
 - i. Should a Project be withdrawn or cancelled, Ontario will require reimbursement of any federal funding paid to the Ultimate Recipient for that Project ("Paid Amount").
 - ii. Upon Canada's written approval, any approved federal funding allocated for Eligible Expenditures for that Project, in addition to any amount of the Paid Amount that is recovered, will continue to be available to Ontario to use towards another Project or a project to be approved under the terms and conditions of this Agreement.
- f) Ontario will submit to Canada, no later than April 20th each Fiscal Year, the total amount of Eligible Expenditures Incurred by Ultimate Recipients on Projects in the previous Fiscal Year.
- g) Ontario will inform Canada immediately of any fact or event, of which Ontario is aware, that will compromise wholly, or in part, a Project.
- h) Ontario will ensure that climate lens assessments are completed to the satisfaction of Canada and Ontario. Where climate assessment methodologies developed by Ontario are comparable to federal assessment methodologies, the former will be acceptable to Canada provided federal reporting processes are respected.
 - i. A greenhouse gas emissions assessment that includes a cost-per-tonne calculation as required by Canada:
 - a) for all Projects that seek funding under the climate change mitigation sub-stream in Schedule A.3 (Green Infrastructure); and
 - b) for all other Projects with total estimated Eligible Expenditures of \$10,000,000 or more.
 - ii. A climate resilience assessment:
 - a) for all Projects that seek funding under the adaptation, resilience, and disaster mitigation sub-stream in Schedule A.3 (Green Infrastructure); and
 - b) for all other Projects with total estimated Eligible Expenditures of \$10,000,000 or more.
- i) Ontario will ensure that all Projects with total estimated Eligible Expenditures of ten million dollars (\$10,000,000) or more, will report on community employment benefits provided to at least three federal target groups (apprentices -from traditionally disadvantaged communities, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises). Canada will waive the Community Employment Benefits reporting requirement at the discretion of Ontario. Ontario will provide Canada a rationale for not reporting on Community Employment Benefits as described in this section, which will be made public by Canada. The Community Employment Benefits assessments will be determined by Ontario to ensure alignment with Ontario's Community Benefits Framework, currently being developed.
- j) For each stream, Ontario agrees to provide a total funding contribution to Projects where the Ultimate Recipient is a municipal or regional government as described in section A.1 a) (Ultimate Recipients) that is no less than 33.33% of the total Eligible Expenditures for such Projects.

- k) Ontario will allocate a minimum of \$28,684,682 from the community, culture and recreation infrastructure contribution funding allocation under paragraph c) of section 3 (Commitments by Canada) to Projects for the benefit of Indigenous peoples not living on reserve.
- l) Over the term of this Agreement, Ontario will ensure that contribution funding received under this Agreement does not displace Ontario infrastructure spending on each of the asset classes funded through the Program.
- m) Ontario will ensure that Ultimate Recipient Agreements with Ultimate Recipients that are municipalities provide that contribution funding received under this Agreement does not displace municipal spending on public transit.
- n) Ontario will ensure that projects submitted for Canada's approval represent, to the satisfaction of Canada and Ontario, a fair balance of municipal and provincial projects.
- o) Ontario will ensure projects benefitting Indigenous peoples are considered for contribution funding under this Agreement.
- p) Ontario will submit for Canada's review and approval all projects to be considered for contribution funding under this Agreement by March 31st, 2025.
- q) Ontario will report to Canada as outlined in this Agreement on the targets set out below. For greater clarity, Ontario will ensure best efforts are made to achieve these targets. Canada will not suspend or terminate any of its obligations to contribute or continue to contribute funding to one or more Projects or Administrative Expenses in the event these targets are not achieved.
 - i. Increase by at least 25% the modal share for public transit and active transportation. This target could be reviewed by Canada, Ontario and the Canadian Urban Transit Association and, if necessary adjusted, following the submission of Ontario's infrastructure plan as described in section 8 (Ontario's Infrastructure Plan).
 - ii. By 2028, Ontario will make investments that will increase to 95% the percentage of people in a municipality with a transit system that live in the service area of their transit system.
 - iii. Contribute to a national ten mega-tonne (10 mT) reduction of greenhouse gas emissions.
 - iv. Reduce by 50% the number of long-term drinking water advisories in non-reserve communities.
 - v. Increase the number of wastewater systems achieving compliance with federal effluent regulations: from 98% to 100% for high-risk wastewater systems, and from 90% to 100% for medium-risk wastewater systems.
 - vi. Ensure one hundred percent (100%) of federally-funded, public-facing infrastructure meets the highest published, applicable accessibility standard in a respective jurisdiction.
 - vii. By 2028, Ontario will make investments that will increase by 5% to 7% the number of rural households with access to a broadband speed range of 50Mbps or higher. This target could be reviewed and, if necessary adjusted, subject to the development of a broadband strategy in Ontario.

5. APPROPRIATIONS

- a) Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.
- b) Pursuant to the *Financial Administration Act* (Ontario), any payment due by Ontario under this Agreement is subject to an appropriation by the Ontario Legislature.

Ontario may reduce or terminate any contribution to a Project in response to the reduction of appropriation or ministerial funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise. Notwithstanding Section 23 (Limitation of Liability and Indemnification) of this Agreement, Ontario will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract or in tort or otherwise, arising from Ontario or Canada's reduction or termination of funding.

6. FISCAL YEAR BUDGETING

- a) The amount of contribution funding payable by Canada each Fiscal Year is set out in sections A.2 b) i, A.3 b) i, A.4 b) i and A.5 b) i of Schedule A (Program Details).
- b) If the actual amount payable by Canada in respect of any Fiscal Year is less than the estimated maximum amounts in sections A.2 b) i, A.3 b) i, A.4 b) i and A.5 b) i of Schedule A (Program Details), Ontario may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to section 5 (Appropriations), Canada agrees to make reasonable efforts to accommodate Ontario's request. Ontario acknowledges that requests for re-allocation of Canada's contribution funding to a Project will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Canada's contribution funding to a Project is not approved, the amount of Canada's contribution payable in accordance with section 3 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada in accordance with section 3 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

7. OVERSIGHT COMMITTEE

- a) Within sixty (60) business days of the date of last signature of this Agreement, the Parties will establish one or more Oversight Committee(s) co-chaired by representatives of Canada and Ontario. The Oversight Committee(s) which will meet semi-annually at a minimum, will:
 - i. monitor compliance of the implementation of this Agreement with the terms and conditions of this Agreement;
 - ii. act as a forum to resolve potential issues and address concerns;
 - iii. review and, as necessary, recommend to the Parties amendments to the Agreement;
 - iv. monitor the implementation of Schedule B (Communications Protocol);
 - v. approve and ensure audit plans are carried out as per this Agreement, including but not limited to section 18 (Audit);
 - vi. monitor the implementation of the Ontario infrastructure plan described in section 8 (Ontario Infrastructure Plan) and progress towards achieving the targets outlined in paragraph q) of section 4 (Commitments by Ontario);
 - vii. monitor Project risk and mitigation measures; and
 - viii. attend to any other function required by this Agreement or as mutually directed by the Parties.
- b) Ontario will communicate to Ultimate Recipients any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

8. ONTARIO INFRASTRUCTURE PLAN

- a) Ontario will submit to Canada by September 30th, 2018 and will update and re-submit to Canada annually by May 31st an infrastructure plan, to the satisfaction of Canada and Ontario, that includes:
 - i. A section that describes Ontario's approach and priorities for the Program, including but not limited to Ontario's plans for achieving the targets outlined in paragraph q) of section 4 (Commitments by Ontario), Ontario's approach for meeting the commitments in paragraphs n) and o) of section 4 (Commitments

by Ontario) to ensure that a fair balance of municipal and provincial projects are submitted for Canada's approval and that projects supporting Indigenous peoples are considered for contribution funding under this Agreement, and Ontario's aspirational targets for community employment benefits provided to federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises);

- ii. A section identifying projects that Ontario intends to submit for approval by Canada for contribution funding under this Agreement, including projects that are ready to be submitted to Canada or that Ontario may submit to Canada in the future; and
 - iii. For all updated infrastructure plans, information on accomplishments in the previous Fiscal Year.
- b) Ontario may update the information required under paragraph a) ii) in this section at any time.
 - c) All infrastructure plans submitted to Canada will cover a minimum period of the current Fiscal Year and the next two Fiscal Years, up to the Agreement End Date.
 - d) All infrastructure plans will include an attestation in a format acceptable to Canada from a delegated official from Ontario that contribution funding received from Canada under this Agreement will not displace infrastructure spending in accordance with paragraphs l) and m) in section 4 (Commitments by Ontario).
 - e) Ontario will provide, at Canada's request and to the satisfaction of Canada and Ontario, additional information related to any Ontario infrastructure plan.
 - f) The submission of any Ontario infrastructure plan to the satisfaction of Canada and Ontario does not constitute approval of projects by Canada under this Agreement and does not prohibit Ontario from submitting projects for approval by Canada in accordance with section 9.1 (Project Submission and Approval) that are not included on a submitted infrastructure plan.

9. PROJECT SUBMISSION, APPROVAL AND CHANGES

9.1 PROJECT SUBMISSION AND APPROVAL

- a) Ontario will be responsible for identifying and prioritizing eligible projects through engagement with local and regional governments, and Indigenous Ultimate Recipients as described in section A.1 a) (Ultimate Recipients), and submitting eligible projects to Canada for approval.
- b) Ontario will prioritize, to the satisfaction of Canada and Ontario, the submission of eligible projects for Canada's approval that support the key actions that are identified as part of Ontario's commitments under the *Pan-Canadian Framework on Clean Growth and Climate Change*.
- c) Ontario will provide all information required by Canada, to the satisfaction of Canada and Ontario, for each project submitted by Ontario for contribution funding under this Agreement, including but not limited to:
 - i. when applicable, as determined by Canada, the target to which the project is aligned as outlined in paragraph q) of section 4 (Commitments by Ontario);
 - ii. expected results for community employment benefits for all projects to which the community employment benefit reporting requirement outlined in paragraph i) of section 4 (Commitments by Ontario) applies; and
 - iii. when applicable, as determined by Canada, climate lens assessments.
- d) Ontario will provide, at Canada's request and to the satisfaction of Canada and Ontario, additional information related to projects submitted for approval.
- e) Ontario's submission of a project to Canada for approval is Ontario's agreement that, once the Project is approved by Canada for contribution funding, the Project is governed by this Agreement.
- f) Canada's approval of a Project for contribution funding under this Agreement is Canada's agreement that the Project is governed by this Agreement.
- g) Canada will promptly inform Ontario in writing once Projects have been approved or rejected.
- h) For every Project, Canada will set a maximum on Canada's contribution funding in

dollars and as a percentage of total Eligible Expenditures.

- i) Ontario will promptly inform Canada of any cancelled or withdrawn Projects.

9.2 CHANGES TO A PROJECT

- a) Ontario agrees that changes to a Project will require Canada's approval, which may be subject to the terms and conditions of this Agreement. When seeking to make a change to a Project, Ontario will promptly submit updated Project information to the satisfaction of Canada and Ontario.
- b) Ontario will provide, at Canada's request and to the satisfaction of Canada and Ontario, additional information related to changes to a Project.

10. FEDERAL REQUIREMENTS FOR PROJECTS

In addition to the requirements for eligible Projects as set out in Schedule A (Program Details), eligible Projects must also meet the following requirements:

- a) A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the *Pan-Canadian Framework on Clean Growth and Climate Change*.
- b) A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.

11. ENVIRONMENTAL ASSESSMENT

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements under the *Canadian Environmental Assessment Act, 2012* (CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups (also referred to as Indigenous Peoples) are met and continue to be met.

12. ABORIGINAL CONSULTATION

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups (also referred to as Indigenous Peoples) or other federal consultation requirement has been met and continues to be met. If required, Canada must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by Ontario or the Ultimate Recipient and these costs may be considered Eligible; and
- d) Any other information has been provided that Canada may deem appropriate.

13. AWARDING OF CONTRACTS

- a) Ontario will ensure that Ultimate Recipient Agreements contain a requirement that Contracts will be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.
- b) Where Ontario is the Ultimate Recipient, contracts will be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.
- c) If Canada determines that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to Ontario, Canada may consider the expenditures associated with the Contract to be ineligible.

- d) Canada may provide exemptions from competitive awarding of contracts on a case-by-case basis, where Ontario or the Ultimate Recipients must:
 - i. Provide written request noting business case rationale in advance of the contract being awarded;
 - ii. Provide consultant/contractor quote for market-value;
 - iii. Attest to i) following value-for-money procurement processes for materials and sub-contracts; and ii) following own policies and procedures.

14. REPORTING

- a) Ontario will submit to Canada, no later than May 31st and November 30th each Fiscal Year, a Project progress report to Canada's satisfaction that includes all Projects except:
 - i. Projects where an Ultimate Recipient is a community with a population of less than five thousand (5,000) people, which will be included in the Project progress report submitted to Canada, no later than May 31st each Fiscal Year.
- b) Each Project progress report will include an attestation in a format acceptable to Canada from a delegated official, that the information in the report is accurate.
- c) The Project progress report will include the following updated information for each Project:
 - i. Canada's contribution funding to the Project by Fiscal Year;
 - ii. Construction start and end dates (forecasted/actual);
 - iii. Progress tracker (e.g. percent completed);
 - iv. Risks and mitigation strategies, as required;
 - v. Confirmation that the Project is on track to achieve expected results, or if Substantially Completed, confirmation of actual results; and
 - vi. Confirmation of installed Project signage, if applicable.
- d) Ontario will report annually, no later than November 30th, through the Project progress report, or through existing provincial reporting frameworks, on expected and actual results related to community employment benefits for applicable Projects.
- e) Ontario will complete all reporting requirements as defined under paragraphs a) and b) and c) in this section for all Projects to Canada's satisfaction no later than December 31st, 2027.
- f) Ontario agrees and will ensure that Canada may use the information submitted by Ontario under this section to publicly report on Program results.

15. CLAIMS AND PAYMENTS

15.1 CLAIMS AND PAYMENTS

- a) Ontario will submit a claim to Canada covering Eligible Expenditures on a semi-annual basis at a minimum, to the satisfaction of Canada and Ontario. Each claim will include an attestation in a format acceptable to Canada from a delegated official, that Eligible Expenditures have been Incurred in accordance with this Agreement and Ontario is in compliance with progress reporting requirements as described in section 14 (Reporting).
- b) Ontario will submit a final claim to Canada covering Eligible Expenditures no later than December 31st, 2027 to the satisfaction of Canada and Ontario.
- c) Canada will make a payment to Ontario promptly upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.

15.2 PAYMENT CONDITIONS

Canada will not:

- a) pay interest for failing to make a payment under this Agreement;
- b) pay any capital costs for a Project until the requirements under section 11 (Environmental Assessment) and section 12 (Aboriginal Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada; and
- c) pay any claims until requirements under section 8 (Ontario Infrastructure Plan) and section 14 (Reporting) are received and accepted by Canada, and any audit requirements in section 18 (Audit) and any requirements outlined in Schedule B (Communications Protocol) are met.

15.3 PAYMENT DEADLINE

- a) Canada will make payments no later than March 31st of the year following the Fiscal Year in which the Eligible Expenditures were Incurred;
- b) Canada will make the final payment no later than March 31st, 2028.

15.4 RETENTION OF CONTRIBUTION

Canada will retain a maximum of five percent (5%) of its contribution funding under this Agreement. The amount retained by Canada will be released by Canada when:

- a) Ontario fulfils all of its obligations under this Agreement;
- b) Ontario submits an attestation from a delegated official and in a format acceptable to Canada, that all Projects have been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures; and
- c) the Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

16. ADMINISTRATIVE EXPENSES

- a) Ontario may apply part of its allocation under this Agreement to Administrative Expenses as outlined in section A.1 c) (Eligible Expenditures).
- b) Approved Administrative Expenses will be determined by Canada based on the review and approval by Canada of a detailed business case, which must be submitted by Ontario by May 31, 2018, or a revised business case, where required, which must be submitted by May 31 every third Fiscal Year thereafter.
- c) Ontario will apply an equal percentage of contribution funding, as approved by Canada, from each stream as identified in paragraphs a) through d) of section 3 (Commitments by Canada) to total Administrative Expenses.

17. INFORMATION MANAGEMENT

- a) Ontario will use IRIS, or another process designated by Canada, to fulfill the obligations of Ontario under this Agreement, including but not limited to the following:
 - i. section 8 (Ontario Infrastructure Plan);
 - ii. section 9 (Project Submission, Approval and Changes);
 - iii. section 14 (Reporting); and
 - iv. section 15 (Claims and Payments).

18. AUDIT

- a) Ontario agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement at the Project or Program level, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. Ontario will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada will develop an audit plan, as approved by the Oversight Committee that will include, at minimum, two (2) audits conducted by Canada over the term of this Agreement. Canada may undertake, at any time, any other audit in relation to this Agreement. All audits conducted by Canada will be at Canada's expense.

- c) Ontario will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after the Agreement End Date.

19. EVALUATION

- a) Ontario agrees to participate in a review of the Program, to be completed by March 31st, 2023, to assess Project achievements in comparison with the targets identified in paragraph q) of section 4 (Commitments by Ontario).
- b) In addition, Ontario agrees to provide Project-related information to Canada over the term of this Agreement and up to six years after the Agreement End Date in order for Canada to conduct an evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

20. ACCESS

Ontario will ensure under Ultimate Recipient Agreements, and where Ontario is the Ultimate Recipient, that Canada and its designated representatives are provided with reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

21. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Oversight Committee will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within 30 business days from the receipt of notice of such contentious issue. Where the Oversight Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 90 business days from the date of referral to the Parties.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
- d) Any payments related to any contentious issue raised by either Party may be suspended by Canada together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement in accordance with its terms.

22. DEFAULT

22.1 EVENTS OF DEFAULT

The following event constitutes the "Event of Default" under this Agreement:

- a) Ontario has not complied with one or more terms and conditions of this Agreement.

22.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) The Event of Default occurs;
- b) The Event of Default has been examined by the Oversight Committee and has not been resolved under section 21 (Dispute Resolution);
- c) Canada gives notice to Ontario of the event, which in Canada's opinion constitutes an Event of Default; and
- d) Ontario has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Canada that it has taken such steps as are necessary to remedy the Event of Default.

22.3 REMEDIES ON DEFAULT

In the event that Canada declares default under section 22.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by Canada to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Suspend or terminate the approval of Projects;
- c) Require Ontario to reimburse Canada all or part of the contribution paid by Canada to Ontario; or
- d) Terminate this Agreement.

23. LIMITATION OF LIABILITY AND INDEMNIFICATION

23.1 LIMITATION OF LIABILITY

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

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

in relation to this Agreement or each of the Projects.

23.2 INDEMNIFICATION

- a) Ontario will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:
 - i. any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
 - ii. any damage to or loss or destruction of property of any Person; or
 - iii. any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation

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

- b) Canada shall provide prompt notice to Ontario as soon as it becomes aware of any such Action. Ontario will participate in the defense, to the extent requested by the Attorney General of Canada, and Canada will make reasonable efforts to notify Ontario in advance of an election to negotiate a settlement of the Action. Neither Party's actions with respect to settlement of the Action shall knowingly prejudice any rights or remedies Ontario or Canada may have under this Agreement or any other agreement entered into between Her Majesty the Queen in Right of Canada and Her Majesty the Queen in right of Ontario or between Her Majesty the Queen in right of Ontario and an Ultimate Recipient.

24. ASSETS

24.1 DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, Ontario will ensure that the Ultimate Recipient Agreements will require the maintenance of ongoing operations and will require Ultimate Recipients to retain title to and ownership of an Asset for the Asset Disposal Period.
- b) Where Ontario is the Ultimate Recipient, unless otherwise agreed to by the Parties, Ontario will ensure the maintenance of ongoing operations and will retain title to and ownership of an Asset for the Asset Disposal Period.
- c) If at any time within the Asset Disposal Period, an Ultimate Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, Ontario, a municipal or regional government as outlined in paragraph ii. a) of section A.1 a) (Ultimate Recipients), or with Canada's consent, the Ultimate Recipient may be required to reimburse Canada, via Ontario, any federal funding received for the Project.
- d) Where Ontario is the Ultimate Recipient, if at any time within the Asset Disposal Period, Ontario sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, a municipal or regional government as outlined in section A.1 a) (Ultimate Recipients), or with Canada's consent, Ontario may be required to reimburse Canada any federal funding received for the Project.

24.2 REVENUE FROM ASSETS

The Parties acknowledge that Canada's contribution to a Project is meant to accrue to the public benefit. Ontario will notify Canada in writing within 90 business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient as defined in paragraph ii. d) of section A.1 a) (Ultimate Recipients) is used in such a way that, in the Fiscal Year, revenues are generated from it that exceed its operating expenses. Canada may require the Ultimate Recipient to immediately pay to Canada, via Ontario, a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

24.3 REPAYABLE CONTRIBUTIONS

At Canada's request, Ontario shall require the repayment of any contribution funding provided by Canada under this Agreement that is intended for an Ultimate Recipient that is a for-profit private sector body where such funding was used for the purpose of that Ultimate Recipient generating profits or increasing the value of its business. Any repayment will be made in accordance with terms and conditions of repayment as determined by Canada at the time Canada approves a Project.

25. GENERAL

25.1 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

25.2 SURVIVAL

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

25.3 CONFLICT OF INTEREST

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

25.4 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

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

25.5 NO AUTHORITY TO REPRESENT

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

25.6 LOBBYIST

Ontario has not made and will not make a payment or other compensation to any individual required to be registered under the federal *Lobbying Act* that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of Her Majesty in Right of Canada.

25.7 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

25.8 SEVERABILITY

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

25.9 ASSIGNMENT

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

25.10 REVIEW OF AGREEMENT

This Agreement may be reviewed by the Parties including, but not limited to, three years after the date of the last signature, and again five years after the date of the last signature. Any changes to this Agreement as a result of a review will require an amendment.

25.11 AMENDMENTS

This Agreement may be amended at any time on written agreement of the Parties.

25.12 WAIVER

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

25.13 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail addressed to:

for Canada:

Assistant Deputy Minister
Program Operations Branch
Infrastructure Canada
1100 - 180 Kent Street

Ottawa, Ontario
K1P 0B6

or to such other address, email or facsimile number, or addressed to such other person as Canada may, from time to time, designate in writing to Ontario; and
for Ontario:

ASSISTANT DEPUTY MINISTER, INFRASTRUCTURE POLICY DIVISION,
MINISTRY OF INFRASTRUCTURE
777 BAY, 4TH FLOOR; TORONTO, ONTARIO M5G2E5

or such other address, email or facsimile number, or addressed to such other person as Ontario may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

25.14 COMPLIANCE WITH LAWS

Where Ontario is the Ultimate Recipient, Ontario will comply with and ensure that Ultimate Recipient Agreements contain a requirement that each Project complies with all statutes, regulations, and other applicable laws governing Ontario, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

25.15 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of Ontario.

25.16 SUCCESSORS AND ASSIGNS

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

SIGNATURES

This Agreement has been executed on behalf of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs and on behalf of Her Majesty the Queen in right of Ontario by the Minister of Infrastructure.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO

The Honourable Amarjeet Sohi
Minister of Infrastructure,
Communities and
Intergovernmental Affairs

The Honourable Bob Chiarelli
Minister of Infrastructure

Date

Date

SCHEDULE A – PROGRAM DETAILS

A.1 General Program Requirements

a) Ultimate Recipients

- i. Ontario may be an Ultimate Recipient and may distribute Canada's contribution funding to its own Projects, subject to the terms and conditions of this Agreement.
- ii. Ontario may further distribute Canada's contribution funding to the following Ultimate Recipients for Projects subject to the terms and conditions of this Agreement:
 - a) A municipal or regional government established by or under provincial statute;
 - b) A public sector body that is established by or under provincial statute or by regulation or is wholly-owned by Ontario, or a municipal or regional government;
 - c) When working in collaboration with a municipality, a public or not-for-profit institution that is directly or indirectly authorized, under the terms of provincial or federal statute, or royal charter, to deliver post-secondary courses or programs that lead to recognized and transferable post-secondary credentials;
 - d) A private sector body, including for-profit organizations and not-for-profit organizations. In the case of for-profit organizations, they will need to work in collaboration with one or more of the entities referred to above; and
 - e) The following Indigenous Ultimate Recipients:
 - i. A band council within the meaning of section 2 of the *Indian Act*;
 - ii. A First Nation, Inuit or Métis government or authority established pursuant to a self-government agreement or a comprehensive land claim agreement between Her Majesty the Queen in Right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation;
 - iii. A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure; and
 - iv. A not-for-profit organization whose central mandate is to improve Indigenous outcomes, working in collaboration with one or more of the Indigenous entities referred to above, a municipality, or Ontario.

b) Eligible Projects

Eligible Projects will support public infrastructure, defined as tangible capital assets primarily for public use and/or benefit.

c) Eligible Expenditures

Eligible Expenditures will include the following:

- i. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section A.1 e) (Ineligible Expenditures), and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined in paragraph h) of section 4 (Commitments by Ontario) and creating community employment benefit plans;
- ii. Ontario's Administrative Expenses as approved by Canada under section 16 (Administrative Expenses);
- iii. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - a) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - b) The arrangement is approved in advance and in writing by Canada.
- iv. Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments as outlined in paragraph h) of section 4

(Commitments by Ontario), which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada for contribution funding under this Agreement.

d) Ineligible Projects

Investments in health and education facilities are not eligible for contribution funding under this Agreement, except as otherwise specified in Schedule A.5 (Rural and Northern Communities Infrastructure).

e) Ineligible Expenditures

Ineligible expenditures for Projects will include the following:

- i. Costs Incurred before Project approval and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required under paragraph h) of section 4 (Commitments by Ontario);
- ii. Costs Incurred for cancelled Projects;
- iii. Costs of relocating entire communities;
- iv. Land acquisition;
- v. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- vi. Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except in accordance with paragraph iii. of section A.1 c) (Eligible Expenditures);
- vii. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- viii. Any goods and services costs which are received through donations or in kind;
- ix. Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- x. Costs associated with operating expenses and regularly scheduled maintenance work;
- xi. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
- xii. All capital costs, including site preparation and construction costs, until Canada has confirmed in writing that environmental assessment and Aboriginal consultation obligations as required under sections 11 (Environmental Assessment) and 12 (Aboriginal Consultation) have been met and continue to be met.

A.2 Public Transit

a) Objective

The public transit stream will primarily build new urban transit networks and service extensions that will transform the way that Canadians live, move and work.

b) Canada's Contribution

i. Fiscal Year Breakdown

Canada's total contribution funding for all Projects under the public transit stream will be allocated in accordance with the estimated maximum amounts in the Public Transit Fiscal Year Breakdown Table, as amended through administrative processes:

Public Transit Fiscal Year Breakdown Table

	Canada (\$M)
2017 – 2018	\$0.0000
2018 – 2019	\$176.0276
2019 – 2020	\$262.9273
2020 – 2021	\$304.8917
2021 – 2022	\$437.0981
2022 – 2023	\$529.1969
2023 – 2024	\$714.8800
2024 – 2025	\$864.5406
2025 – 2026	\$1,280.4708
2026 – 2027	\$1,310.5514
2027 – 2028	\$1,587.5907
TOTAL	\$7,468.1750

ii. Allocation to Ultimate Recipient

- a) Ontario agrees to allocate Canada's public transit stream contribution funding to each Ultimate Recipient based solely on ridership as set out in the Public Transit Sub-Allocation Table:

Public Transit Sub-Allocation Table

Ultimate Recipient	Ridership
Bancroft	9,317
Barrie	2,587,964
Belleville	906,218
Blind River	1,385
Bradford West Gwillimbury	25,541
Brampton	21,178,343
Brantford	1,588,225
Brockville	117,406
Burlington	1,998,829
Chapleau	3,303
Chatham-Kent	218,274
Clarence-Rockland	151,450
Cobourg	111,288
Cochrane	6,495
Collingwood	221,294
Cornwall	804,007
Cramahe	2,904
Deseronto	17,040

Dryden	4,471
Durham Region	10,498,424
Dysart et Al	1,510
Elliot Lake	103,316
Espanola	5,456
Fort Erie	57,921
Fort Frances	21,404
Greater Sudbury	4,394,171
Greenstone	2,017
Guelph	6,433,333
Halton Hills	62,748
Hamilton	22,586,728
Hanover	33,941
Hearst	11,508
Huntsville	28,966
Ingersoll	3,969
Kapuskasing	17,662
Kawartha Lakes	104,633
Kenora	68,202
Kingston	4,739,417
Lanark County	16,900
LaSalle	3,132
Leamington	28,492
London	22,641,496
Loyalist Township	99,298
Machin	968
Marmora and Lake	4,554
Meaford	4,449
Metrolinx	65,546,623
Midland	54,333
Milton	433,282
Mississauga	37,463,426
Niagara Falls	2,289,640
Niagara Region	205,643
Niagara-on-the-Lake	16,457
Norfolk County	7,123
North Bay	1,606,582
North Perth	8,376
Oakville	2,931,278
Orangeville	112,709
Orillia	758,405
Ottawa	97,401,971
Owen Sound	203,598
Parry Sound	1,028
Peel	618,508
Pembroke	14,479
Perth East	11,797
Peterborough City	3,445,120
Peterborough County	2,649
Point Edward	25,970
Port Colborne	26,417
Port Hope	62,674
Prince Edward County	7,945
Quinte West	90,132
Renfrew	38,901

Russell	52,524
Sarnia	1,224,552
Sault Ste Marie	1,924,429
Schreiber	1,861
St. Catharines	5,197,617
St. Marys	11,634
St. Thomas	244,754
Stratford	626,273
Tecumseh	28,134
Temiskaming Shores	138,000
Thorold	327,370
Thunder Bay	3,675,992
Timmins	931,937
Toronto	541,130,333
Trent Hills	4,017
Wasaga Beach	72,553
Waterloo Region	20,667,060
Wawa	1,193
Welland	865,960
West Elgin	2,724
West Perth	3,875
Windsor	6,399,789
Woodstock	360,370
York Region	22,505,052

- b) Subject to approval by Canada, and Ontario confirming to Canada the agreement of the affected Ultimate Recipients, the Parties may amend the Public Transit Sub-Allocation Table in paragraph a) in this section, following the review described in paragraph a) of section 19 (Evaluation). Ontario will re-allocate contribution funding to each Ultimate Recipient, as determined by Canada, in accordance with the amended Public Transit Sub-Allocation Table. Ontario will ensure that any applicable Ultimate Recipient Agreements are amended to reflect these funding allocation changes.
- c) Ontario agrees that a maximum of 15% of Canada's public transit allocation amount under paragraph a) of section 3 (Commitments by Canada) may be paid to public transit rehabilitation Projects, unless otherwise approved by Canada.
- d) Subject to approval by Canada and Ontario confirming to Canada the agreement of the affected Ultimate Recipients, Ontario may combine the allocations of Ultimate Recipients based on the Public Transit Sub-Allocation Table, as amended, to facilitate the integration of these Ultimate Recipients' public transit systems.

c) Eligible Project Outcomes

Projects eligible for public transit stream contribution funding under this Agreement must meet at least one of the outcomes in the Public Transit Outcomes Table.

Public Transit Outcomes Table

Improved capacity of public transit infrastructure
Improved quality and/or safety of existing or future transit systems
Improved access to a public transit system

d) Ineligible Projects

When a project meets an outcome in the Public Transit Outcomes Table, it is not eligible for contribution funding under this Agreement if it involves inter-city bus, rail, port or ferry infrastructure that is not part of a public transit system. Public transit is considered to be a

distinct mode of transportation conveyance that generally refers to the movement of passengers only within an urban or municipal setting.

e) Stacking and Cost-Sharing

- i. The maximum funding from all federal sources to a Project that is approved for public transit stream contribution funding under this Agreement will not exceed:
 - a) Forty percent of Eligible Expenditures in Ontario for new construction and expansion of public transit and active transportation that connects citizens to their public transit systems;
 - b) Fifty percent of Eligible Expenditures in Ontario for public transit rehabilitation Projects; or
 - c) Twenty-five percent of Eligible Expenditures for any for-profit private sector Ultimate Recipients notwithstanding a) or b) in this section.
- ii. If the federal Crown's total funding towards a Project under the public transit stream exceeds the federal funding limits set out in paragraph i) of this section or if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% thereof, Canada may recover the excess from Ontario or reduce its contribution by an amount equal to the excess.
- iii. Canada's contribution to all Projects under the public transit stream will not exceed the amount as set out in paragraph a) of section 3 (Commitments by Canada).

f) Federal Requirements

All Projects that meet an outcome in the Public Transit Outcomes Table must meet the following stream-specific requirement:

- i. Ontario will ensure that public transit Projects and active transportation Projects that connect citizens to a public transit system are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.

A.3 Green Infrastructure

a) Objective

The green infrastructure stream will support greenhouse gas emission (GHG) reductions, enable greater adaptation and resilience to the impacts of climate change and climate-related disaster mitigation, and ensure that more communities can provide clean air and safe drinking water for their citizens. This stream includes the following three sub-streams:

- i. climate change mitigation;
- ii. adaptation, resilience, disaster mitigation; and
- iii. environmental quality.

b) Canada's Contribution

i. Fiscal Year Breakdown

Canada's total contribution funding for all Projects under the green infrastructure stream will be allocated in accordance with the estimated maximum amounts in the Green Infrastructure Fiscal Year Breakdown Table, as amended through administrative processes:

Green Infrastructure Fiscal Year Breakdown Table

	Canada (\$M)
2017 – 2018	\$0.0000
2018 – 2019	\$40.2161
2019 – 2020	\$34.8540
2020 – 2021	\$135.7598
2021 – 2022	\$115.7736
2022 – 2023	\$182.5567
2023 – 2024	\$228.3787
2024 – 2025	\$276.3943
2025 – 2026	\$362.6761
2026 – 2027	\$396.3114
2027 – 2028	\$472.8439
TOTAL	\$2,245.7648

ii. Allocation to Sub-Streams

- a) Ontario agrees to allocate a minimum of one billion sixty-three million sixty-one thousand forty-six dollars (\$1,063,061,046) of Canada's allocation amount under paragraph b) of section 3 (Commitments by Canada) to Projects under the climate change mitigation sub-stream.

c) Eligible Project Outcomes

Projects eligible for green infrastructure stream contribution funding under this Agreement must meet at least one of the outcomes in the Green Infrastructure Outcomes Table.

Green Infrastructure Outcomes Table

Climate Change Mitigation Outcomes:
Increased capacity to manage more renewable energy
Increased access to clean energy transportation
Increased energy efficiency of buildings
Increased generation of clean energy

Adaptation, Resilience and Disaster Mitigation Outcomes:
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events
Environmental Quality Outcomes:
Increased capacity to treat and/or manage wastewater and stormwater
Increased access to potable water
Increased capacity to reduce and/or remediate soil and/or air pollutants

d) Ineligible Projects

- i. When a project meets a climate change mitigation outcome in the Green Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:
 - a) involves inter-city bus, rail, port and ferry infrastructure that is not part of a public transit system. Public transit is considered to be a distinct mode of transportation conveyance that generally refers to the movement of passengers only within an urban or municipal setting;
 - b) is eligible under the Low Carbon Economy Leadership Fund's three priority areas, unless and until the relevant Ontario allocation under the Low Carbon Economy Leadership Fund envelope has been fully committed;;
 - c) is an energy retrofit project, unless the energy retrofit project is on an asset that would be considered eligible for funding under this Agreement or under the National Housing Strategy; or
 - d) involves emergency services infrastructure.
- ii. When a project meets an adaptation, resilience and climate change outcome in the Green Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:
 - a) relocates whole communities;
 - b) involves emergency services infrastructure; or
 - c) addresses seismic risks.

e) Stacking and Cost-Sharing

- i. The maximum funding from all federal sources to a Project that is approved for green infrastructure stream contribution funding under this Agreement will not exceed:
 - a) Fifty percent (50%) of Eligible Expenditures for Ontario;
 - b) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations;
 - c) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
 - d) Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients, notwithstanding paragraphs a), b) or c) in this section.
- ii. The maximum funding to a Project under the green infrastructure stream from all federal sources will not exceed the limits set out in paragraph i) of this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of 100% of Eligible Expenditures from all federal sources, subject to approval by Canada.
- iii. If the federal Crown's total funding towards a Project under the green infrastructure stream exceeds the federal funding limits set out in paragraphs i) and ii) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% thereof, Canada may recover the excess from Ontario or reduce its contribution by an amount equal to the excess.
- iv. Canada's contribution to all Projects under the green infrastructure stream will not exceed the amount as set out in paragraph b) of section 3 (Commitments by Canada).

f) Federal Requirements

- i. All Projects that meet a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirements:

- a) For Projects involving higher order rapid transit, the adoption of vehicles that use a renewable fuel source in a public transit fleet, or active transportation Projects, Ontario will confirm that such Projects are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.
- ii. All Projects that meet an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
 - a) Wastewater Projects must result in wastewater effluent that meets the *Wastewater Systems Effluent Regulations* or provincial regulations where there is a federal equivalency agreement in place, where applicable.
 - b) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
 - c) Solid waste diversion Projects must result in a measurable increase in the quantity of material diverted from disposal as measured against a baseline using the *Generally Accepted Principles for Calculating Municipal Solid Waste System Flow*.
 - d) Projects that reduce or remediate soil pollutants must be undertaken on properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

A.4 Community, Culture and Recreation Infrastructure

a) Objective

The community, culture and recreation infrastructure stream will build stronger communities and improve social inclusion.

b) Canada's Contribution

i. Fiscal Year Breakdown

Canada's total contribution funding for all Projects under the community, culture and recreation infrastructure stream will be allocated in accordance with the estimated maximum amounts in the Community, Culture and Recreation Infrastructure Fiscal Year Breakdown Table, as amended through administrative processes:

Community, Culture and Recreation Infrastructure Fiscal Year Breakdown Table

	Canada (\$M)
2017 – 2018	\$0.0000
2018 – 2019	\$2.7225
2019 – 2020	\$4.5374
2020 – 2021	\$12.4023
2021 – 2022	\$20.2672
2022 – 2023	\$28.1321
2023 – 2024	\$39.9295
2024 – 2025	\$48.3994
2025 – 2026	\$86.5139
2026 – 2027	\$70.4816
2027 – 2028	\$93.7738
TOTAL	\$407.1599

c) Eligible Project Outcomes

Projects eligible for community, culture and recreation infrastructure stream contribution funding under this Agreement must meet the outcome in the Community, Culture and Recreation Infrastructure Outcomes Table.

Community, Culture and Recreation Infrastructure Outcomes Table

Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations
--

d) Ineligible Projects

i. When a project meets an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:

- a) has a private sector, for-profit Ultimate Recipient;
- b) is a stand-alone daycare facility, for-profit daycare facility, daycare facility associated with a school board, or a daycare facility funded under Canada's Early Learning and Child Care initiative;
- c) is a religious site that serves as a place of assembly for religious purposes, which includes among others, a site, church, mosque, synagogue, temple, chapel (e.g., within a convent or seminary), shrine or meeting house; or
- d) is a professional or semi-professional sport facility that is primarily a commercial operation, such as those that serve major junior hockey leagues.

ii. Within Community Infrastructure Projects that meet an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table, elements of the Project that include dedicated spaces for healthcare, tourism purposes, provincial or municipal

services, or for-profit uses are ineligible for contribution funding under this Agreement, except for dedicated healthcare or education spaces that benefit Indigenous people by advancing the Truth and Reconciliation Commission's *Calls to Action*, as approved by Canada.

e) Stacking and Cost-Sharing

- i. The maximum funding from all federal sources to a Project approved for community, culture and recreation infrastructure stream contribution funding under this Agreement will not exceed:
 - a) Fifty percent (50%) of Eligible Expenditures for Ontario,
 - b) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations, or
 - c) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients notwithstanding a) and b) in this section.
- ii. The maximum funding to a Project under the community, culture and recreation infrastructure stream from all federal sources will not exceed the limits set out in paragraph i) of this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of 100% of Eligible Expenditures from all federal sources, subject to approval by Canada.
- iii. If the federal Crown's total funding towards a Project under the community, culture and recreation infrastructure stream exceeds the federal funding limits set out in paragraphs i) and ii) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% thereof, Canada may recover the excess from Ontario or reduce its contribution by an amount equal to the excess.
- iv. Canada's contribution to all Projects under the community, culture and recreation infrastructure stream will not exceed the amount as set out in paragraph c) of section 3 (Commitments by Canada).

f) Federal Requirements

All Projects that meet an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table must meet the following requirements:

- i. Community, culture and recreation Projects must be community-oriented, non-commercial in nature and open for use to the public and not limited to a private membership.
- ii. Ontario will prioritize assets that serve vulnerable populations.
- iii. "Community Infrastructure" is defined as community hubs and community centres. These are publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.
- iv. Ontario must confirm that the primary rationale for undertaking a sport infrastructure Project is not to serve as a home facility for professional or semi-professional sports teams.
- v. Health and education facilities must benefit Indigenous peoples by advancing the Truth and Reconciliation Commission's *Calls to Action*, as approved by Canada.

A.5 Rural and Northern Communities Infrastructure

a) Objective

The rural and northern communities infrastructure stream will support Projects that improve the quality of life in rural and northern communities by responding to rural- and northern-specific needs.

b) Canada's Contribution

i. Fiscal Year Breakdown

- a) Canada's total contribution funding for all Projects under the rural and northern communities infrastructure stream will be allocated in accordance with the estimated maximum amounts in the Rural and Northern Communities Infrastructure Fiscal Year Breakdown Table, as amended through administrative processes:

Rural and Northern Communities Infrastructure Fiscal Year Breakdown Table

	Canada (\$M)
2017 – 2018	\$0.000
2018 – 2019	\$18.7550
2019 – 2020	\$18.7550
2020 – 2021	\$18.7550
2021 – 2022	\$25.0067
2022 – 2023	\$25.0067
2023 – 2024	\$25.0067
2024 – 2025	\$25.0067
2025 – 2026	\$31.2584
2026 – 2027	\$31.2584
2027 – 2028	\$31.2584
TOTAL	\$250.0671

c) Eligible Project Outcomes

- i. Projects eligible for rural and northern communities infrastructure stream contribution funding under this Agreement:

- a) must meet at least one of the outcomes in the Rural and Northern Communities Infrastructure Outcomes Table; or

Rural and Northern Communities Infrastructure Outcomes Table

Improved food security
Improved and/or more reliable road, air and/or marine infrastructure
Improved broadband connectivity
More efficient and/or reliable energy
Improved education and/or health facilities (specific to Truth and Reconciliation Commission's <i>Calls to Action</i>)

- b) may, subject to approval by Canada, meet at least one of the project outcomes in Schedules A.2 (Public Transit), A.3 (Green Infrastructure), or A.4 (Community, Culture and Recreation Infrastructure).

d) Ineligible Projects

When a project meets an outcome in the Rural and Northern Communities Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:

- i. is housing;
 - ii. is an early learning and childcare facility;
 - iii. is a health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission's *Calls to Action*, as approved by Canada.
 - iv. is a highway or trade corridor infrastructure, except for portions that connect communities that do not already have year round road access; or
 - v. is resource development infrastructure, notably industrial resource development access roads.
- e) Stacking and Cost-Sharing
- i. The maximum funding from all federal sources to a Project that is approved for rural and northern communities infrastructure stream contribution funding under this Agreement will not exceed:
 - a) Fifty percent of Eligible Expenditures for Ontario, municipalities with a population of five thousand (5,000) or more and not-for-profit Ultimate Recipients;
 - b) Sixty percent (60%) of Eligible Expenditures for municipalities with a population of less than five thousand (5,000);
 - c) Seventy-five percent of Eligible Expenditures for Indigenous Ultimate Recipients; or
 - d) Twenty-five percent of Eligible Expenditures for for-profit, private sector Ultimate Recipients, notwithstanding a) or b) in this section.
 - ii. The maximum funding to a Project under the rural and northern communities infrastructure stream from all federal sources will not exceed the limits set out in paragraph i) of this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of 100% of Eligible Expenditures from all federal sources, subject to approval by Canada.
 - iii. If the federal Crown's total funding towards a Project under the rural and northern communities infrastructure stream exceeds the federal funding limits set out in paragraphs i) and ii) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% thereof, Canada may recover the excess from Ontario or reduce its contribution by an amount equal to the excess.
 - iv. Canada's contribution to all Projects under the rural and northern communities infrastructure stream will not exceed the amount as set out in paragraph d) of section 3 (Commitments by Canada).
- f) Federal Requirements
- i. All Projects that meet an outcome in the Rural and Northern Communities Infrastructure Outcomes Table must meet the following requirements:
 - a) Projects will be restricted to those situated within, and that are for the direct benefit of, rural and northern communities with a population of 100,000 or less based on 2016 Statistics Canada Census data.
 - b) Ontario will respect the unique and wide-ranging infrastructure needs of rural and northern communities, including by considering projects that would advance reconciliation with Indigenous Peoples as per the Truth and Reconciliation Commission's *Calls to Action* and the United Nations' *Declaration on the Rights of Indigenous Peoples*, as well as capacity building needs of rural and northern communities.

SCHEDULE B – COMMUNICATIONS PROTOCOL

B.1 Purpose

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to this Agreement and the Projects funded through it.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

B.2 Guiding Principles

- a) Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) Ontario is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients.

B.3 Governance

- a) The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to the Oversight Committee.

B.4 Joint Communications

- a) Canada, Ontario and the Ultimate Recipient will have Joint Communications about the funding of the Project(s).
- b) Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.
- c) All Joint Communications material will be approved by Canada and Ontario prior to release, and will recognize the funding of all parties.
- d) Each of the Parties or the Ultimate Recipient may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the Ultimate Recipient to participate and choose their own designated representative (in the case of an event).
- f) Ontario or the Ultimate Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada and Ontario have an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada word mark and other Parties' logos. Canada will provide the translation and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

B.5 Individual Communications

- a) Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and Ontario retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada will post a copy of this Agreement on its website, in addition to information on any of the projects funded through it.
- c) Canada, Ontario and the Ultimate Recipient may each include general Program messaging and examples of projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

- d) Canada, Ontario or the Ultimate Recipient may issue digital communications to communicate progress of the Project(s).
- e) Where a web site or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. Canada will provide and publish guidelines for how this recognition is to appear. The web site or web page must also recognize provincial funding through the use of the Ontario Trillium logo and the following wording, "This project is funded in part by the Government of Ontario." The Ontario logo must link to the following web site, at <https://www.ontario.ca/page/building-ontario>.
- f) The Ultimate Recipient will be required to send a minimum of one high-resolution (300 dpi at 8.5 inch X 11 inch or similar) photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to both INFC.photos@canada.ca and BuildONSignage@Ontario.ca along with project name and location.

B.6 Operational Communications

- a) The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada and the Government of Ontario." As appropriate, operational communications will also recognize the funding of Ontario in a similar manner.

B.7 Media Relations

- a) Canada and Ontario will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

B.8 Signage

- a) Canada, Ontario, or the Ultimate Recipient may request a sign recognizing their funding contribution to a Project.
- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.
- e) Ontario will not be prohibited from installing a separate sign recognizing its funding contribution to a project. The sign design and content will follow Ontario's guidelines, which will be clearly outlined in each project's individual contribution agreement. The sign must be produced to match the size, location, prominence and visibility of signs of other funding partners. In most instances, the signs of individual funding partners should be placed side by side. When this is not feasible, the federal sign must be installed in close proximity to the other partner sign(s) and be equally visible to passerby.
- f) Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to project type, scope, location or duration.
- g) Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
- h) Ontario agrees to inform Canada of sign installations through the Project progress reports referenced in section 14 (Reporting) of this Agreement.
- i) Where a physical sign is being installed, signage should be installed at each Project site one month prior to the start of construction, be visible for the duration of that Project, and remain in place until one month after construction is completed and the infrastructure is fully operational or opened for public use.

- j) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

B.9 Communicating With Ultimate Recipients

- a) Ontario agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

B.10 Advertising Campaigns

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and/or Ontario may, at their own cost, organize advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than 21 working days prior to the campaign launch.

March 1, 2019

CL 6-2019, February 28, 2019

Gayle Wood
Interim Chief Administrative Officer, Secretary-Treasurer
Niagara Peninsula Conservation Authority
250 Thorold Road West; 3rd Floor
Welland, ON L3C 3W2

SENT ELECTRONICALLY

**RE: Niagara Peninsula Conservation Authority Board Appointments
CL-C 18-2019**

Regional Council at its meeting held on Thursday, February 28, 2019, passed the following resolution:

1. That Correspondence Item CL-C 18-2019, being a memorandum from A.-M. Norio, Regional Clerk, dated February 28, 2019, respecting Niagara Peninsula Conservation Authority Board Appointments, **BE RECEIVED**;
2. That Regional Council **EXTEND** the appointments of Councillors Bylsma, Chiocchio, Foster, Gibson, Greenwood, Heit, Huson, Insinna, Jordan, Steele, Whalen and Zalepa, on the Niagara Peninsula Conservation Authority Board for an additional period of three months;
3. That the Niagara Peninsula Conservation Authority Board **BE REQUESTED** to provide recommendations respecting Board composition and the recommended qualifications and process for appointments to the Board to Regional Council for consideration;
4. That the Board of Directors of the NPCA **DETERMINE** the types of skills and/or experience required on this Board of Directors based on the mandate of the NPCA and subsequently providing a skills matrix for purposes of selecting those members to Regional Council before the end of April 2019;
5. That staff **BE DIRECTED** to develop a process that all lower tier municipalities can follow to determine who they will recommend as their representatives to the NPCA Board of Directors before the end of May 2019; and

6. That staff **BE DIRECTED** to develop a process that will determine a fair and acceptable mix of politicians to be responsible to Niagara taxpayers to serve on the NPCA Board of Directors along side those chosen via the skills matrix before the end of May 2019.

A copy of Correspondence Item CL-C 18-2019 is attached for your information.

Yours truly,



Ann-Marie Norio
Regional Clerk

CLK-C 2019-062

Cc: Local Area Clerks
J. Pilon, Acting City Clerk, City of Hamilton
E. Eichenbaum, Clerk, Haldimand County

MEMORANDUM

CL-C 18-2019

Subject: Niagara Peninsula Conservation Authority Board Appointments

Date: February 28, 2019

To: Regional Council

From: Ann-Marie Norio, Regional Clerk

At its meeting held on December 6, 2018, Regional Council passed the following resolution:

*That twelve (12) Regional Councillors representing Niagara Region, one from each municipality in the Niagara Region, **BE APPOINTED** to replace the current Niagara Region representatives, on an interim basis, on the Niagara Peninsula Conservation Authority Board, effective immediately for a period of three months until it is determined how to proceed with the Board composition.*

Council subsequently passed the following resolution:

*That Councillors Bylsma, Chiochio, Foster, Gibson, Greenwood, Heit, Huson, Insinna, Jordan, Steele, Whalen and Zalepa, **BE APPOINTED** to the Niagara Peninsula Conservation Authority Board for a three month period.*

In accordance with the above motion, the appointment of the members of the current board will expire on March 6, 2019. The appointment of the current Regional representatives on the NPCA Board was for a limited duration but with full authority to act respecting all matters of the Board.

The Clerk's Office has received correspondence from some local area municipalities respecting a local appointee to the NPCA Board (attached as Appendix 1). Niagara Region's Procedural By-law does not contain any provisions respecting appointments to the NPCA Board nor are there any policies related to this matter.

Section 4 of the *Conservation Authorities Act*, provides that a regional municipality shall be a participating municipality in place of the local municipalities within the regional municipality and shall appoint to the authority the number of members which the local municipality would otherwise have been entitled as participating municipalities.

Past practice with respect to the Board appointment of twelve (12) representatives, one from each local area municipality, has been to first ask the Regional Councillors who represent the municipality requiring representation whether or not they are willing to sit as a member of the Board. In the event that there is no interest from a Regional

Councillor of that municipality, the local municipal council is notified. The local council then determines how they would like to fill the spot on the Board. This could be with a local municipal councillor or a local citizen.

Council could decide to continue with the current appointment process practice; however, should Council wish to change this, the criteria and process would need to be defined. In considering this issue, Council may wish to seek input from the NPCA Board.

A resolution of Council is required to extend the current Board appointments. Suggested wording is as follows:

That Regional Council **EXTEND** the appointments of Councillors Bylsma, Chiochio, Foster, Gibson, Greenwood, Heit, Huson, Insinna, Jordan, Steele, Whalen and Zalepa, on the Niagara Peninsula Conservation Authority Board for an additional <insert period of time>; and

That the Niagara Peninsula Conservation Authority Board **BE REQUESTED** to provide recommendations respecting Board composition and the recommended qualifications and process for appointments to the Board to Regional Council for consideration.

Respectfully submitted and signed by

Ann-Marie Norio
Regional Clerk



Community Services

Legislative Services

December 4, 2018

File #120203

Sent via Email: ann-marie.norio@niagararegion.ca

Ann-Marie Norio, Regional Clerk
Niagara Region
1815 Sir Issac Brock Way, P.O. Box 1042
Thorold, ON L2V 4T7

Dear Ms. Norio:

Re: Appointment to the Niagara Peninsula Conservation

The Municipal Council of the Town of Fort Erie at its Inaugural Meeting of December 3, 2018 passed the following resolution:

That: Council recommends Leah Feor to The Regional Municipality of Niagara's Council as the Town of Fort Erie representative for appointment to the Niagara Peninsula Conservation Authority for the 2018-2022 term of Council.

Leah's contact information is as follows:

Leah Feor
P.O. Box [REDACTED]
Crystal Beach, ON L0S 1B0
Phone: [REDACTED]
Email: [REDACTED]

Trusting this information will be of assistance to you.

Yours very truly,


Carol Schofield, Dipl. M.A.
Manager, Legislative Services/Clerk
cschofield@forterie.ca

CS:dlk

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca



City of Welland
Legislative Services
Office of the City Clerk
60 East Main Street, Welland, ON L3B 3X4
Phone: 905-735-1700 Ext. 2280 | **Fax:** 905-732-1919
Email: clerk@welland.ca | www.welland.ca

January 25, 2019

File No. 16-129

SENT VIA EMAIL

Niagara Peninsula Conservation Authority
250 Thorold Street West, 3rd Floor
Welland, ON L3C 3W2

Attention: Lisa McManus, Chief Administrative Officer and Secretary - Treasurer (Interim)

Dear Ms. McManus:

Re: January 25, 2019 – WELLAND CITY COUNCIL

At its meeting of January 25, 2019, Welland City Council passed the following motion:

“THAT THE COUNCIL OF THE CITY OF WELLAND appoints John Ingrao to the Niagara Peninsula Conservation Authority from January 15, 2019 to November 14, 2022.”

Yours truly,

A handwritten signature in black ink, appearing to read "C. Radice". The signature is written in a cursive, flowing style.

Carmela Radice
Deputy Clerk

TS:cap

c.c.: - A. Norio, Niagara Regional Clerk, sent via email

February 26, 2019

Ann-Marie Norio
Regional Clerk Niagara Region
1815 Sir Isaac Brock Way, P.O. Box 1042 Thorold, ON
L2V 4T7
Sent via email to Ann-Marie.Norio@niagararegion.ca

Re: Niagara Peninsula Conservation Authority

Dear Ms. Norio,

Please be advised that at its meeting held on February 25, 2019, St. Catharines City Council approved the following motion:

WHEREAS on November 12, 2018, City Council directed staff to develop a process for appointing a representative to the Niagara Peninsula Conservation Authority (NPCA) Board to be implemented at the beginning of the 2018 – 2022 Term of Council; and

WHEREAS on December 10, 2018, City Council appointed Councillors Garcia, Miller, and Williamson to the NPCA Nominating Committee for the purpose of reviewing applications and making recommendations for appointment / nomination to the NPCA Board; and

WHEREAS the NPCA Nominating Committee has reviewed all applications and recommends Ed Smith for appointment to the NPCA Board;

THEREFORE BE IT RESOLVED that the City of St. Catharines recommends that Ed Smith be appointed to the NPCA Board as a representative of the City of St. Catharines for the remainder of the 2018 – 2022 Term of Council; and

BE IT FURTHER RESOLVED that the Niagara Region / NPCA be asked to provide a matrix for evaluating applicants; and

BE IT FURTHER RESOLVED that this resolution be forwarded to the Regional Clerk for distribution at Niagara Regional Council.

If you have any questions, please contact the Office of the City Clerk at extension 1524.



Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:kn

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Community Services

Legislative Services

February 26, 2019

Sent via email: premier@ontario.ca

The Honourable Doug Ford, Premier of Ontario
Room 281, Legislative Building, Queen's Park
Premier's Office
Toronto, ON M7A 1A1

Honourable and Dear Sir:

Re: Participation of Local Municipalities in the Financial Administration and Governance of Conservation Authorities and Endorsement and Support

The Municipal Council of the Town of Fort Erie at its meeting of February 25, 2019 passed the following resolution:

Whereas Niagara Regional Council is accountable to the taxpayers of The Regional Municipality of Niagara, which includes taxpayers in the Town of Fort Erie, and

Whereas an investigation by the Auditor General of Ontario identified several areas of concern at the Niagara Peninsula Conservation Authority, including \$3.8 million in purchases between 2013 and 2017 that did not adhere to its own policies for the competitive acquisition of goods and services, and

Whereas the 2018 and 2019 Niagara Peninsula Conservation Authority budgets presented to Niagara Regional Council did not provide a full accounting of all spending to the satisfaction of Regional Council, and

Whereas Niagara Regional Council lacks the authority to approve, reject or otherwise modify a budget presented by the Niagara Peninsula Conservation Authority, despite Council's accountability to the taxpayers of the Region, and

Whereas voters in The Regional Municipality of Niagara, including the Town of Fort Erie, sent a strong message on October 22, 2018 for the need for honesty, integrity, accountability and transparency in the way governance in the Region and at the Niagara Peninsula Conservation Authority is conducted;

Now therefore be it resolved,

That: The Town of Fort Erie hereby requests that the Niagara Peninsula Conservation Authority provide a full and transparent accounting of all spending in its 2018 and 2019

..../2

operating and capital budgets to Niagara Regional Council, and continue to do so for each subsequent year, and further

That: The Town of Fort Erie requests the Provincial Government to amend the *Conservation Authorities Act* to provide responsible municipalities within the watershed of a Conservation Authority greater oversight over Conservation Authority budgets including, but not necessarily limited to, the ability to approve, reject or modify a budget presented by a Conservation Authority in any given year and the ability to withhold funding should a Conservation Authority fail to provide a full and transparent accounting of its revenues and expenditures as reasonably requested from time to time, and further

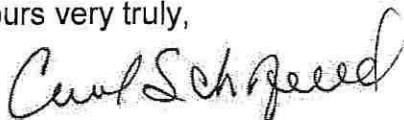
That: This resolution be sent to the Premier, the Minister of Natural Resources, the Members of Provincial Parliament for the Niagara ridings, the Chair and Clerk of The Regional Municipality of Niagara, the Chair and Secretary of the Niagara Peninsula Conservation Authority, and further

That: This resolution be sent to The Regional Municipality of Niagara, the Local Area Municipalities in Niagara, the City of Hamilton, and Haldimand County, for their endorsement and support.

This resolution is also being sent to The Regional Municipality of Niagara, the Local Area Municipalities in Niagara, the City of Hamilton, and Haldimand County, for their endorsement and support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield,

Manager, Legislative Services/Clerk
cschofield@forterie.ca

CS:dlk

cc: The Honourable John Yakabouski, Minister of Natural Resources and Forestry *Sent via email:*

john.yakabuski@pc.ola.org

Wayne Gates, MPP-Niagara Falls, Legislative Assembly of Ontario *Sent via email:* wqates-co@ndp.on.ca

Sam Oosterhoff, MPP-Niagara West-Glanbrook, Legislative Assembly of Ontario *Sent via email:* sam.oosterhoff@pc.ola.org

Jennifer Stevens, MPP-St. Catharines *Sent via email:* JStevens-CO@ndp.on.ca

Jeff Burch, MPP-Niagara Centre *Sent via email:* JBurch-QP@ndp.on.ca

Jim Bradley, Regional Chair *Sent via email:* jim.bradley@niagararegion.ca

Ann-Marie Norio, Regional Clerk, Niagara Region *Sent via email:* ann-marie.norio@niagararegion.ca

Dave Bylsma, Niagara Peninsula Conversation Authority Chair *Sent via email:* dbylsma@westlincoln.ca/dbylsma@npca.ca

David Barrick, Niagara Peninsula Conservation Authority, Interim CAO/Secretary Treasurer *Sent via email:* dbarrick@npca.ca

Rose Caterini, City Clerk, City of Hamilton *Sent via email:* clerk@hamilton.ca

Evelyn Eichenbaum, Clerk, Haldimand County *Sent via email:* eeichenbaum@haldimandcounty.on.ca

Niagara Local Area Municipalities *Sent via email*



City of Welland
Legislative Services
Office of the City Clerk
60 East Main Street, Welland, ON L3B 3X4
Phone: 905-735-1700 Ext. 2280 | Fax: 905-732-1919
Email: clerk@welland.ca | www.welland.ca

City of Port Colborne
RECEIVED

MAR 04 2019

CORPORATE SERVICES
DEPARTMENT

February 13, 2019

File No. 16-109

SENT VIA EMAIL

Niagara Region Public Works
Waste Management
1815 Sir Isaac Brock Way
P.O. Box 1042
Thorold, ON L2V 4T7

Attention: Catherine Habermabl, Acting Commissioner Public Works

Dear Ms. Habermabl:

Re: February 5, 2019 – WELLAND CITY COUNCIL

At its meeting of February 5, 2019, Welland City Council passed the following motion:

THAT THE COUNCIL OF THE CITY OF WELLAND approves Report ENG-2019-02 regarding Region of Niagara 2020 Waste Collection Contract - Proposed Changes and Welland Enhanced Collection Services; and further

THAT Welland City Council approve of recommendations as follows:

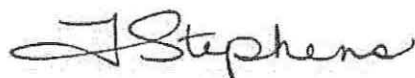
- 1. That every-other-week (EOW) garbage collection be implemented for all residential properties and for those IC&I and MU properties located outside DBAs as a base service. Current garbage container limits would double for all properties, on an EOW basis. The recycling and organic bin collection for all properties shall remain weekly collection. Those IC&I and MU properties located inside the DBAs would continue to receive weekly garbage, recycling and organics collection as a base service.**
- 2. That the establishment of a four (4) item limit per residential unit, per collection, for large item collection at LDR properties be approved as a base service.**
- 3. That the appliance and scrap metal pick-up be discontinued at LDR properties.**

RE: February 6, 2018 – Welland City Council

February 13, 2019

4. That the number of garbage bags/containers for IC&I and MU properties inside DBAs be reduced from seven (7) to four (4) per week, as a base service.
5. That the number of garbage bags/containers for MU properties outside DBAs be reduced from six (6) to four (4) per week, or eight (8) containers per week under EOW garbage collection, as a base service.
6. That the City's enhanced service and extra payment for front-end garbage collection at multi-residential properties (currently a total of 12 containers) continue.
7. That the provision of a new enhanced service for large item collection (parallel to the service approved for LDR properties) to those households in MR buildings with seven (7) or more residential units and MU properties with one (1) or more residential unit, that receive the Region's base curbside or enhanced front-end garbage collection service, be approved; and further
THAT Welland City Council directs the Clerk to inform the Region of the City's position on the proposed waste collection service changes.

Yours truly,



Tara Stephens,
City Clerk

TS:cap

c.c.: B. Whitelaw, Waste Management Policy & Planning, Program Manager, sent via email
A. Norio, Niagara Regional Clerk, sent via email
Local Area Municipal Clerks, sent via email
E. Nickel, General Manager, Infrastructure & Development Services/City Engineer

February 21, 2019

Catherine Habermebl, Director of Waste Management
Waste Management, Public Works
Niagara Region
1815 Sir Isaac Brock Way, PO Box 1042
Thorold, ON L2V 4T7

Dear Ms. Habermebl:

Re: 2021 Waste Collection Contract – Proposed Changes and Pelham Enhanced Collection Services

At their regular meeting of February 19th, 2019, Council of the Town of Pelham enacted the following:

THAT THE COUNCIL OF THE TOWN OF PELHAM approve the report regarding the Region of Niagara 2021 Waste Collection Contract – Proposed Changes and the Town of Pelham's Enhanced Collection Services; and further,

BE IT RESOLVED THAT Council approve of recommendations 1 through 9 as follows:

1. That every-other-week garbage collection be implemented for all residential properties and for those Industrial, Commercial and Institutional properties and Mixed Use properties located outside Designated Business Areas as a base service. Current garbage container limits would double for all properties, on an every-other-week basis. The recycling and organic bin collection for all properties shall remain weekly collection. Those Industrial, Commercial and Institutional properties and Mixed Use properties located inside the Designated Business Areas would continue to receive weekly garbage, recycling and organics collection as a base service. The Town of Pelham Designated Business Area boundary will be reviewed and potentially expanded to include Fenwick and Ridgeville.
2. That switching to clear garbage bags be approved.
3. That the establishment of a four (4) item limit per residential unit, per collection, for large item collection at Low Density Residential properties be approved, as a base service.
4. That the appliance and scrap metal pick-up be discontinued at Low Density Residential properties.
5. That the number of garbage bags/containers for Industrial Commercial and Institutional properties and Mixed Use properties inside Designate Business Areas be reduced from seven (7) to four (4) per week, as a base service.

From the Clerk's Department



**Administrative
Services**

6. That the number of garbage bags/containers for Mixed Use properties outside Designated Business Areas be reduced from six (6) to four (4) per week, or eight (8) containers per week under every-other-week garbage collection, as a base service.

7. That the Town of Pelham's enhanced service and extra payment for public spaces recycling in designated business areas, front-end garbage collection at multi-residential and Institutional, Commercial & Industrial properties, servicing of street litter bins in designated business areas, and enhanced waste disposal services continue.

8. That pricing of a new enhanced service for large bulky goods/item collection (parallel to the service approved for Low Density Residential properties) to those households in Multi Residential buildings with seven (7) or more residential units and Mixed Use properties with one (1) or more residential unit, that receive the Region's base curbside or enhanced front-end garbage collection service, be included in the upcoming Regional tender.

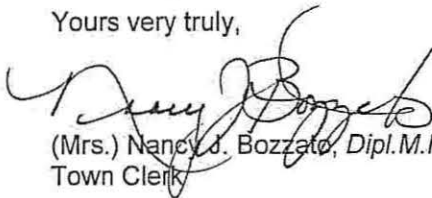
9. That the Region's RFP consider a per stop price for in-ground public space recycling and litter bins and/or for in-ground IC&I, MR and/or MU properties (all streams), as an enhanced service under provisional items.

and further,

THAT Council direct the Clerk to inform the Region of the Town of Pelham's position on the proposed waste collection service changes.

On behalf of Council, thank you for your request for comment from local area municipalities.

Yours very truly,



(Mrs.) Nancy J. Bozzato, Dipl.M.M., AMCT
Town Clerk

cc: Niagara Area Municipalities
R. Tripp, Acting CAO, Niagara Region, ron.tripp@niagararegion.ca
Ann-Marie Norio, Regional Clerk, Niagara Region, ann-marie.norio@niagararegion.ca
Jim Bradley, Regional Chair, jim.bradley@niagararegion.ca
B. Whitelaw, brad.whitelaw@niagararegion.ca
J. Marr, Director of Public Works, Town of Pelham

From the Clerk's Department



**Administrative
Services**

4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1
905-563-8205

February 20, 2019

SENT VIA EMAIL

Niagara Region Public Works
Waste Management
1815 Sir Isaac Brock Way
P.O. Box 1042
Thorold, ON L2V 4T7

Attention: Catherine Habermebl, Acting Commissioner Public Works

Dear Ms. Habermebl:

**Re: Region of Niagara 2020 Waste Collection Contract – Proposed Changes
and Town of Lincoln Enhanced Collection Services**

Please be advised that at the Community Services and Infrastructure Committee held on February 13, 2019 and ratified at Council on February 19, 2019, Council for the Corporation of the Town of Lincoln passed the following motion:

Receive and file PW 05-19, Region of Niagara 2020 Waste Collection Service Contract – Proposed Changes and Town of Lincoln Enhanced Collection Services.

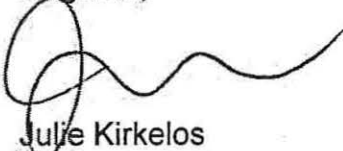
Niagara Region proposed recommendations 1 through 8 be endorsed:

1. Pricing for the following garbage collection frequency options:
 - a) That every-other-week garbage collection be implemented for all residential properties and for those Industrial, Commercial and Institutional properties and Mixed-Use properties located outside Designated Business Areas as a base service. Current garbage container limits would double for all properties, on an every-other-week basis. The recycling and organic bin collection for all properties shall remain weekly collection. Those Industrial, Commercial and Institutional properties and Mixed Use properties located inside the Designated Business Areas would continue to receive weekly garbage, recycling and organics collection as a base service.
 - b) Status quo – weekly base garbage collection service.

2. That the establishment of a four (4) item limit per residential unit, per collection, for large item collection at Low Density Residential properties be approved as a base service as per the recommendation of the Waste Management Division of Niagara Region.
3. That the appliance and scrap metal pick-up be discontinued at Low Density Residential properties as per the recommendation of the Waste Management Division of Niagara Region.
4. That the number of garbage bags/containers for Industrial Commercial and Institutional properties and Mixed-Use properties inside Designated Business Areas be reduced from seven (7) to four (4) per week, as a base service as per the recommendation of the Waste Management Division of Niagara Region.
5. That the number of garbage bags/containers for Mixed Use properties outside Designate Business Areas be reduced from six (6) to four (4) per week, or eight (8) containers per week under every-other-week garbage collection, as a base service as per the recommendation of the Waste Management Division of Niagara Region.
6. That the Town's enhanced service and extra payment for front-end garbage collection at Town owned facilities continue.
7. That pricing for the provision of a new enhanced service for large item collection (parallel to the service approved for Low Density Residential properties) to those households in Multi Residential buildings with seven (7) or more residential units and Mixed Use properties with one (1) or more residential unit, that receive the Region's base curbside or enhanced front-end garbage collection service, be included in the upcoming Regional tender.
8. That Council direct the Clerk to inform the Region of the Town's position on the proposed waste collection service changes.

CARRIED

Regards,



Julie Kirkelos
Town Clerk
jkirkelos@lincoln.ca

cc: B. Whitelaw, Waste Management Policy & Planning, Program Manager
A. Norio, Niagara Regional Clerk
Local Area Municipal Clerks

**City of Port Colborne
Regular Committee of the Whole Meeting 07-19
Minutes**

Date: February 25, 2019

Time: 6:30 p.m.

Place: Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Staff Present: T. Cartwright, Fire Chief
M. Evely, Recording Clerk
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
P. Senese, Director of Corporate Services

Also in attendance were interested citizens, members of the news media and WeeStream.

1. Call to Order:

Mayor Steele called the meeting to order.

2. National Anthem:

Those in attendance stood for O Canada.

3. Introduction of Addendum Items:

Nil.

4. Confirmation of Agenda:

Moved by Councillor R. Bodner
Seconded by Councillor A. Desmarais

That the agenda dated February 25, 2019 be confirmed, as circulated or as amended.
CARRIED.

5. Disclosures of Interest:

Nil.

6. Adoption of Minutes:

- (a) **Regular meeting of Committee of the Whole 06-19, held on February 11, 2019.**

Moved by Councillor E. Beauregard
Seconded by Councillor H. Wells

(a) That the minutes of the regular meeting of Committee of the Whole 06-19, held on February 11, 2019, be approved as presented.
CARRIED.

7. Determination of Items Requiring Separate Discussion:

The following items were identified for separate discussion:

Items 1, 2, 3, 8, and 9.

8. Approval of Items Not Requiring Separate Discussion:

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

That Items 1 to 9 on the agenda be approved, with the exception of items that have been deferred, deleted or listed for separate discussion, and the recommendation contained therein adopted.

Items:

4. Corporate Services Department, Clerk's Division, Report 2019-27, Subject: Appointment of an Integrity Commissioner

Committee of the Whole Recommends:

That Council appoints Edward T. McDermott of ADR Chambers Inc. as the Integrity Commissioner for The Corporation of the City of Port Colborne, for an initial term of four (4) years; and

That Council assigns to the Integrity Commissioner all of the responsibilities required under Subsection 223.3 (1) of the *Municipal Act, 2001*, as amended, to come into force on March 1, 2019; and

That Council requests the Integrity Commissioner to provide training concerning the Code of Conduct and the Municipal Conflict of Interest Act, and other procedures, rules and policies governing the ethical behaviour of Council, and local boards, pursuant to the *Municipal Act, 2001*, as amended effective March 1, 2019, from time to time; and

That the Mayor and City Clerk be authorized to execute an agreement with ADR Chambers Inc. for the purpose of providing services of an Integrity Commissioner.

5. Engineering and Operations Department, Engineering Division, Report 2019-16, Subject: Skelton Municipal Drains

Committee of the Whole Recommends:

That Council hereby acknowledges that Brandon Widner, P. Eng of Spriet Associates Architects and Consulting Engineers shall be the Engineer of record for the Skelton Municipal Drains report as outlined in Engineering and Operations Department Report 2019-16.

6. Nancy Salvage and Fatima Shama, Executive Director, The Fresh Air Fund Re: Request for Proclamation of Fresh Air Fund Day, March 20, 2019

Committee of the Whole Recommends:

That March 20, 2019 be proclaimed as "Fresh Air Fund Day" in the City of Port Colborne in accordance with the request received from Nancy Salvage and Fatima Shama, Executive Director, The Fresh Air Fund

7. Memorandum from Nancy Giles, EA to Mayor and CAO Re: Recommendation from Social Determinants of Health Advisory Committee – Everyone Matters

Committee of the Whole Recommends:

That the memorandum from Nancy Giles, EA to Mayor and CAO on behalf of the Social Determinants of Health Advisory Committee – Everyone Matters, Re: Recommendations regarding Amendments to By-law 6530/97/17, be received; and

That Section 3 (k) of By-law 6530/97/17 be amended to remove "East Village Neighbourhood Improvement Task Force" and add "Niagara Community Legal Clinic" as the clinic name has changed;

that Section 3 (d) be amended to remove "One member of staff from the Community Services Division" and add "The City of Port Colborne Health Services Coordinator" as a voting member also removing reference to this position from Section 4 (a) and renumbering Section 4 accordingly;

that Section 3 be amended to add "One representative from Community Services, Niagara Region" as a voting member.
CARRIED.

9. Presentations:

Jane Nigh, Nancy Salvage, and Amber Minor of the Fair Trade Organization discussed the Fair Trade Town Committee and education tools being used at McKay Public School. Councillor A. Desmarais agreed to sit on the Fair Trade Town Committee as a representative from the City of Port Colborne.

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

That Councillor Desmarais be appointed as Council representative for the City of Port Colborne on the Fair Trade Town Committee until December, 2022.
CARRIED.

10. Delegations:

Nil.

11. Mayor's Report:

Mayor Steele thanked staff and Canadian Niagara Power for their work during Port Colborne's recent wind storm. He added that members of council and City staff met over the weekend to discuss the City's emergency plan. He commented on the Parks and Recreation master plan and urged the public to take the survey currently available on through the City's website or on the back of all tax bill envelopes. Finally the Mayor added that the Welland Canal will reopen on March 22nd with the annual Top Hat Ceremony at Lock 7.

12. Regional Councillor's Report:

Councillor Butters informed Council that the region will be holding a Budget meeting on Thursday followed by Council.

13. Councillors' Items:**(a) NPCA (Desmarais)**

Councillor Desmarais requested Council make a decision regarding who will represent the City of Port Colborne at the NPCA. Mayor Steele recommended Council decides who will represent the City of Port Colborne at the NPCA once the organization selects a new Chief Administrative Officer and solidifies pending policy/by-law changes.

(b) Black Top Repair at Killaly Street West and Highway 3 (Danch)

Councillor Danch requested the City deliver black top repair at the intersection of Killaly Street West and Highway 3. He also wanted to ensure there was adequate signage informing trucks they are unable to use Elm Street when heading north. Chris Lee, Director of Engineer and Operations, informed Council that staff will ensure there is adequate signage.

(c) Canadian Niagara Power (Kalaileff)

Councillor Kalalieff requested Canadian Niagara Power deliver a presentation to Council to provide updates regarding plans for increases in power to Port Colborne. Scott Luey, Chief Administrative Officer, added that he will reach out to Canadian Niagara Power to have them potentially deliver a presentation in the Spring to discuss capital plans for the City. Mayor Steele informed Council that Canadian Niagara Power is rebuilding the substation at Davis Street.

(d) Ditching Projects (Bodner)

Councillor Bodner added that information regarding upcoming ditching projects will be discussed at the budget meeting on March 4th.

14. Consideration of Items Requiring Separate Discussion:**1. Motion by Councillor Kalalieff Re: Waiving of Fire Inspection Fees for Bed and Breakfasts**

Moved by Councillor D. Kalalieff
Seconded by Councillor M. Bagu

That the fire inspection fee for bed and breakfasts be waived for the 2019 year.
CARRIED.

2. Engineering and Operations Department, Operations Division, Report 2019-19, Subject: Council's Role as Owner of The Port Colborne Distribution System

Moved by Councillor E. Beauregard
Seconded by Councillor F. Danch

That Council receives Operational Services Report 2019-19, Council's Role as Owner of the Port Colborne Distribution System; and

That Council endorses the Port Colborne Water Distribution System Quality Management System Operational Plan attached as Appendix B to Operational Services Report 2019-19.
CARRIED.

3. Engineering and Operations Department, Engineering Division, Report 2019-21, Subject: Report on the Proposed Regional Niagara Waste Collection Services Contract

That Council approve the following proposed Regional collection changes to the 2021 collection contract:

1. That every-other-week (EOW) garbage collection be implemented, for all residential properties, including those IC&I and MU properties located outside DBAs as a base service. (Current garbage container limits would double for all properties, on an EOW basis). That Recycling and Organic Bin collection for all properties shall remain weekly collection. Those IC&I and MU properties located inside the DBAs would continue to receive weekly garbage, recycling and organics collection as a base service.
2. That switching to clear bags be approved.
3. That the establishment of a four (4) item limit per residential unit, per collection, for large item collection at LDR properties be approved (base service).
4. That appliance and scrap metal pick-up be discontinued at LDR properties.
5. That the number of garbage bags/containers for IC&I and MU properties inside DBAs be reduced from seven (7) to four (4) per week (base service).

6. That the number of garbage bags/containers for MU properties outside DBAs be reduced from six (6) to four (4) per week, or eight (8) containers per week under EOW garbage collection (base service).
7. That the City's enhanced service levels that currently exist continue for the term of the new Regional Contract.

Moved by Councillor H. Wells

Seconded by Councillor M. Bagu

That the motion be amended by retracting the following:

"2. That switching to clear bags be approved."

The vote was then taken on the main motion, as amended, as follows:

That Council approve the following proposed Regional collection changes to the 2021 collection contract:

1. That every-other-week (EOW) garbage collection be implemented, for all residential properties, including those IC&I and MU properties located outside DBAs as a base service. (Current garbage container limits would double for all properties, on an EOW basis). That Recycling and Organic Bin collection for all properties shall remain weekly collection. Those IC&I and MU properties located inside the DBAs would continue to receive weekly garbage, recycling and organics collection as a base service.
2. That the establishment of a four (4) item limit per residential unit, per collection, for large item collection at LDR properties be approved (base service).
3. That appliance and scrap metal pick-up be discontinued at LDR properties.
4. That the number of garbage bags/containers for IC&I and MU properties inside DBAs be reduced from seven (7) to four (4) per week (base service).
5. That the number of garbage bags/containers for MU properties outside DBAs be reduced from six (6) to four (4) per week, or eight (8) containers per week under EOW garbage collection (base service).

6. That the City's enhanced service levels that currently exist continue for the term of the new Regional Contract.

8. Port Colborne-Wainfleet Chamber of Commerce Re: Annual President's Awards March 21, 2019 Request the Waiving of Corkage Fees for the Event Tastings

Moved by Councillor A. Desmarais
Seconded by Councillor D. Kalalief

That the Council of The Corporation of the City of Port Colborne approves the waiving of the "corkage fees" for event tastings, as requested by the Port Colborne-Wainfleet Chamber of Commerce for their Annual President's Awards on March 21, 2019 being held at the Roselawn Centre.

9. Town of Fort Erie Re: Request Region to Consider an In-House Waste Collection Service

Moved by Councillor A. Desmarais
Seconded by Councillor G. Bruno

That the resolution received from the Town of Fort Erie Re: Request Region to Consider and In-House Waste Collection Service, be supported.

15. Notice of Motion:

Councillor Gary Bruno provided a notice of motion for the March 4, 2019 Budget meeting regarding a plan to develop a multiyear strategy to deal with lateral water main leakage in the City's water system.

Councillor Eric Beauregard provided a notice of motion for the March 11, 2019 Council meeting regarding a staff investigation of the community planning system and the use of inclusionary zoning in the City of Port Colborne.

16. Adjournment:

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

That the Committee of the Whole meeting be adjourned at approximately 8:35 p.m.
CARRIED.

AL/me

Mayor Steele, City Councillors, Guests,












It is a pleasure for us to be here this evening and speak to you about fair trade, and the honour our city has in being the first fair trade city in Ontario.

Jane and Amber will be speaking to you about how Port Colborne became a fair trade city, and what it means to be fair trade. I will start off by talking about fair trade worldwide, because we are a part of a very large social justice movement, The World Fair Trade Organization.

The vision of the WFTO is a world in which trade structures and practices are transformed to work in favour of the poor and promote sustainable development and justice. Their mission is to enable producers to improve their livelihoods and communities through Fair Trade. It is a global network and advocate for Fair Trade, ensuring that not only are producers voices heard, but that the interests of the producers, especially small farmers and artisans, is the main focus of its policies, governance, structures, and decision making within the organization. Since the city of Garstang in the UK became the worlds first fair trade city in April of 2000, over 2,000 cities in 30 countries have met the qualifications to become fair trade cities. As you can see in the handout, some countries have absolutely amazing numbers of cities participating....the UK has 635, Belgium has 199, Austria has 198, and germany has 596, just to name a few. Canada joined the list in 2007, and now has 26 fair trade cities. Being a fair trade city is something we should be very proud of!

Welcome to the home of the international Fair Trade Town movement. Communities across the world are working to promote Fair Trade in their area, in order to enable more farmers and workers to get a better deal. In the process many communities are meeting goals to become recognised as a Fair Trade Town. Here, you can become involved and share resources and top tips from over 2 000 Fair Trade Town campaigns in 30 countries across the globe.

National FT Town Campaigns - 2 000 Fair Trade Towns in 30 countries

Country	Initiative	Number of FT Towns	1st Fair Trade Town	Website
UK	Fairtrade Towns	635	Garstang (April 2000)	website 
The Republic of Ireland	Fairtrade Towns	48	Clonakilty (September 2003)	website 
Belgium (Flanders)	Fair Trade Gemeenten	199	Ghent (July 2005)	website 
Belgium (Wallonia + Brussels)	Communes du commerce équitable*	40	Bruxelles-Ville (July 2006)	website 
Italy	Città Equosolidali	46	Rome (October 2005)	website 
Sweden	Fairtrade City	72	Malmö (May 2006)	website 
Australia	Fair Trade Communities	8	Yarra, Melbourne (May 2006)	website 
USA	Fair Trade Towns USA	45	Media, Pennsylvania (July 2006)	website 
Norway	Fairtrade-Kommune	37	Sauda (August 2006)	website 
Canada	Fair Trade Towns	26	Wolfville, Nova Scotia (April 2007)	website 
Austria	FAIRTRADE-Gemeinden	198	Wieden, Wr. Neustadt, Mönichkirchen (May 2007)	website 

Country	Initiative	Number of FT Towns	1st Fair Trade Town	Website
Spain	Ciudad por el Comercio Justo	18	Cordoba (April 2008)	website 
Finland	Reilun kaupan kaupunki	15	Tampere (August 2009)	website 
Denmark	Fair Trade Cities	1	Odense (October 2010)	website 
Brazil	Cidade de Comercio Justo - Fair Trade City	3	Poços de Caldas (2012)	
The Netherlands	Fairtrade Gemeente	85	Groningen/Goes (March 2009)	website 
Germany	Kampagne Fairtrade Towns	586	Saarbrücken (April 2009)	website 
Costa Rica	Latin American Fair Trade Towns	1	Pérez Zeledón (October 2009)	website 
New Zealand	Fair Trade Communities NZ	4	Wellington & Dunedin (November 2009)	
Luxembourg	Fairtrade Gemeng	29	Differdange (March 2011)	website 
Japan	Fair Trade Towns	4	Kumamoto (June 2011)	website 
Ghana	Fair Trade Towns	2	New Koforidua (June 2011)	
Czech Republic	Fairtradová města	12	Litomerice/Vsetin (September 2011)	website 
Poland	Spolecznosci Przyjazne dla Sprawiedliwego Handlu	2	Poznan (November 2012)	website 
Lebanon	Fair Trade Towns	9	Menjez (May 2013)	website 
Estonia	Fairtrade Towns	1	Hiiu District (November 2014)	

Country	Initiative	Number of FT Towns	1st Fair Trade Town	Website
France	Territoires de commerce équitable	31	Paris, Lyon + 12 others (November 2009)	website ↗
Switzerland	Fair Trade Towns	6	Glarus Nord (February 2016)	website ↗
Cameroon	Territoire de Commerce Equitable	1	Ebolowa (November 2015)	
Ecuador	Ciudades y Pueblos Por El Comercio Justo	2	Riobamba (October 2016)	website ↗
South Korea	Korea Fair Trade Towns	4	Bucheon, Incheon (2017)	
Chile	Ciudades y Pueblos Por El Comercio Justo			website ↗
Honduras	Ciudades y Pueblos Por El Comercio Justo			website ↗
Paraguay	Ciudades y Pueblos Por El Comercio Justo	1	Arroyos y Esteros (May 2018)	website ↗
India	Fair Trade Towns India	2	Pondicherry & Auroville twin FTT (August 2017)	
Taiwan	Fair Trade City Campaign	1	Taipei (April 2018)	





**City of Port Colborne
Regular Meeting of Council 06-19
Monday, March 11, 2019
following Committee of the Whole Meeting
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

- 1. Call to Order:** Mayor William C. Steele
- 2. Introduction of Addendum Items:**
- 3. Confirmation of Agenda:**
- 4. Disclosures of Interest:**
- 5. Adoption of Minutes:**
 - (a) Regular meeting of Council 04-19, held on February 25, 2019
- 6. Determination of Items Requiring Separate Discussion:**
- 7. Approval of Items Not Requiring Separate Discussion:**
- 8. Consideration of Items Requiring Separate Discussion:**
- 9. Proclamations:**

Nil.
- 10. Minutes of Boards, Commissions & Committees:**
 - (a) Minutes of the Port Colborne Historical and Marine Museum Board of Management Meeting of January 15, 2019
- 11. Consideration of By-laws:**
- 12. Adjournment:**

Council Items:

Notes	Item	Description / Recommendation
WCS MB EB RB GB FD AD DK HW	1.	<p><u>Motion by Councillor Eric Beauregard Re: The Implementation of a Community Planning Permit System and the use of Inclusionary Zoning within the City of Port Colborne</u></p> <p>That the Director of Planning and Development investigate the implementation of a community planning permit system and the use of inclusionary zoning within the City of Port Colborne; and</p> <p>That the Director of Planning and Development report back to Council with recommendations through the official plan review.</p> <p>Note: Notice of Motion was given at the Meeting of February 25, 2019.</p>
WCS MB EB RB GB FD AD DK HW	2.	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-22, Subject: Project No. 2013-09, Annual Asphalt Patching Contract, Extension</u></p> <p>That the current Asphalt Patching Contract # 2013-09 with Circle P Paving be extended for another 2 years, 2019 and 2020, all at the agreed pricing as established previously for 2016; and</p> <p>That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year of 2019 and 2020, all as approved in the annual budget by Council, for each of those years; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for the asphalt patching extension, be financed under the GL Account numbers for the various utility cuts and road repairs as required.</p>

<p>WCS MB EB RB GB FD AD DK HW</p>	<p>3.</p>	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-23, Subject: Project No. 2015-10, Annual Concrete Sidewalk Construction Contract, Extension</u></p> <p>That the current Annual Sidewalk Construction Contract # 2015-10 with CTC Contracting be extended for another year, being 2019, at a 3% increase over 2016's previously established unit rates; and</p> <p>And that staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for 2019, all as approved in the annual budget by Council; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for Project # 2015-10 Extension, be financed under the following GL Account numbers for Concrete Sidewalk Construction, G/L #3-550-33155-3328, 0-500-73651-3328, 7-590-76220-3328, 0-510-74800-3328, 0-550-74385-3328, 6-595-76315-3328 and 6-595-76330-3328.</p>
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>4.</p>	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-24, Subject: Project 2015-11, Annual Asphalt Resurfacing, Extension</u></p> <p>That the current Asphalt Resurfacing Contract # 2015-11 with Rankin Construction be extended for another 2 years, 2019 and 2020, at a 2% annual increase being 2% applied to the 2018 unit rates for 2019, and a 2% increase applied to the 2019 unit rates for 2020; and</p> <p>That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year of 2019 and 2020, all as approved in the annual budget by Council, for each of those years; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for Project # 2015-11, Extension, be financed under the following GL Account number for Annual Road Resurfacing, G/L # 3-550-33129-3328.</p>

<p>WCS RB AD</p>	<p>MB GB DK</p>	<p>EB FD HW</p>	<p>5.</p>	<p><u>Engineering and Operations Department, Engineering Division, Report 2019-28, Subject: Project No. 2015-04, City Wide Grass Mowing Contract, Extension</u></p> <p>That the current City Wide Roadside Grass Mowing Contract # 2015-04 with The Greenfield Group be extended for another year, at a 1.8% increase over the 2018 unit rates; and</p> <p>That staff be directed to utilise the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required for each year, all as approved in the annual budget by Council, for each of those years; and</p> <p>That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated; and</p> <p>That funding for Project # 2015-04, Extension, be financed under the following GL Account number for annual roadside grass mowing, G/L # 0-500-73410-3328.</p>
<p>WCS RB AD</p>	<p>MB GB DK</p>	<p>EB FD HW</p>	<p>6.</p>	<p><u>Planning and Development Department, Planning Division, Report No. 2019-14, Subject: Site Alteration Permit – Port Colborne Quarries</u></p> <p>That Council approve a Site Alteration Permit for Port Colborne Quarries for the placement of approved MOECP Table 1 clean inert fill in Pit 1 for a 20-year period subject to the following conditions:</p> <ul style="list-style-type: none"> i) That the Ministry of Natural Resources’ consent to change the type of rehabilitation program. ii) That Port Colborne Quarries follow Golder Associates’ Soil Management Plan. iii) That Port Colborne Quarries work with applicable agencies to ensure a portion of the ANSI remains exposed and to help create a form of public access for educational purposes. iv) That a Site Alteration Permit fee of \$1,420 be submitted to the Department of Planning and Development.

<p>WCS MB EB RB GB FD AD DK HW</p>	<p>7.</p>	<p><u>Planning and Development Department, Planning Division, Report 2019-20, Subject: Sale of a Part of Kinnear Park</u></p> <p>That Council declares Part 1 on Plan 59R-16309 as surplus to the City's needs; and</p> <p>That the City enters into an Agreement of Purchase and Sale with Bruce & Leslie Biederman, for the purchase price of \$4,500 (plus HST); and</p> <p>That the Mayor, Clerk and City Solicitor be authorized to sign and execute any and all documents respecting the sale of these lands.</p>
<p>Miscellaneous Correspondence</p>		
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>8.</p>	<p><u>Ministry of Transportation Re: Public Transit Infrastructure Fund regarding an Amending Agreement to the Public Transit Infrastructure Fund Transfer Payment Agreement Between Ontario and the City of Port Colborne</u></p> <p>That the correspondence received from the office of Vinay Sharda, Executive Director, Ministry of Transportation, Policy and Planning Division, Transit Policy and Programs Group regarding and Amending Agreement to the Public Transit Infrastructure Fund Transfer Payment Agreement between Ontario and the City of Port Colborne, be received for information; and</p> <p>That the Mayor and City Clerk be authorized to execute the amending agreement.</p>
<p>WCS MB EB RB GB FD AD DK HW</p>	<p>9.</p>	<p><u>Vance Badawey, Member of Parliament, Niagara Centre Re: Interim Report on Establishing a Canadian Transportation and Logistics Strategy</u></p> <p>That the correspondence received from Vance Badawey, Member of Parliament, Niagara Centre Re: Interim Report on Establishing a Canadian Transportation and Logistics Strategy, be received for information.</p> <p>Note: The attachment is available to view in the Clerk's Office. (Interim Report on Establishing a Canadian Transportation and Logistics Strategy)</p>

WCS RB AD	MB GB DK	EB FD HW	10.	<p><u>Vance Badawey, Member of Parliament, Niagara Centre Re: Canada-Ontario Bilateral Agreement</u></p> <p>That the correspondence received from Vance Badawey, Member of Parliament, Niagara Centre Re: Canada-Ontario Bilateral Agreement, be received for information.</p>
WCS RB AD	MB GB DK	EB FD HW	11.	<p><u>Region of Niagara Re: Niagara Peninsula Conservation Authority Board Appointments</u></p> <p>That the correspondence received from the Region of Niagara Re: Niagara Peninsula Conservation Authority Board Appointments, be received for information.</p>
Outside Resolutions – Requests for Endorsement				
WCS RB AD	MB GB DK	EB FD HW	12.	<p><u>Town of Fort Erie Re: Participation of Local Municipalities in the Financial Administration and Governance of Conservation Authorities and Endorsement and Support</u></p> <p>That the resolution received from the Town of Fort Erie Re: Participation of Local Municipalities in the Financial Administration and Governance of Conservation Authorities and Endorsement and Support, be received for information.</p>
WCS RB AD	MB GB DK	EB FD HW	13.	<p><u>City of Welland, Town of Pelham, Town of Lincoln Re: Region of Niagara 2020 Waste Collection Contract – Proposed Changes</u></p> <p>That the resolutions received from the City of Welland, town of Pelham and the Town of Lincoln Re; Region of Niagara 2020 Waste Collection Contract, be received for information.</p>
Responses to City of Port Colborne Resolutions				
Nil.				

**Consideration of By-laws
(Council Agenda Item 11)**

By-law No.	Title
6651/15/19	Being a By-law to Authorize the Execution of an Amending Agreement No. 1 to the Public Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Transportation for the Province of Ontario
6652/16/19	Being a By-law to Amend By-law 6530/97/17, Being a By-law to Establish a Committee Known as the Port Colborne Social Determinants of Health Advisory Committee – Everyone Matters
6653/17/19	Being a By-law to Authorize Entering into a Contract Agreement with Circle P. Paving Re Tender 2013-09, Annual Asphalt Patching Contract Extension
6654/18/19	Being a By-law to Authorize Entering into a Contract Agreement with CTC Contracting Re Tender 2015-10, Annual Concrete Sidewalk Construction Contract Extension
6655/19/19	Being a By-law to Authorize Entering into a Contract Agreement with Rankin Construction Re Tender 2015-11, Annual Asphalt Resurfacing Contract Extension
6656/20/19	Being a By-law to Authorize Entering Into a Contract Agreement with The Greenfield Group Re Tender 2015-04, City Wide Grass Mowing Contract Extension
6657/21/19	Being a By-law to Authorize Entering Into an Agreement of Purchase and Sale with Bruce and Leslie Biederman Respecting Part of Block O, Plan 775 Being part 1 on Plan 59R-16309
6658/22/19	Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of March 11, 2019

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The Corporation of the City of Port Colborne

By-Law No. 6651/15/19

Being a By-law to Authorize the Execution of an Amending Agreement No. 1 to the Public Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario

Whereas on May 8, 2017 Council enacted By-Law No. 6469/36/17, which authorized the Execution of a Transfer Payment Agreement regarding the Public Transit Infrastructure Fund Phase One (Ontario); and

Whereas the Public Transit Infrastructure Fund (PTIF) program has been extended to March 31, 2021; and

Whereas Council is desirous of authorizing the execution of an Amending Agreement No. 1 to the Public Infrastructure Fund (PTIF) Phase One (Ontario) with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario.

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

1. That Council hereby authorizes the execution of an Amending Agreement No. 1 to the Public Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement between Her Majesty The Queen In Right of Ontario as Represented by the Minister of Transportation for the Province of Ontario, attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That this By-law shall come into force and take effect on the date of passing.

Enacted and passed this 11th day of March, 2019

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

**AMENDING AGREEMENT No. 1
TO THE PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

This Amending Agreement No. 1 to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement (this "**Amending Agreement No. 1**") is effective as of the date of signature by the last signing party to this Amending Agreement No. 1.

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the "**Province**")

- and -

Corporation of the City of Port Colborne

(the "**Recipient**")

BACKGROUND

The Province and the Recipient entered into the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement effective as of June 12, 2017 (the "**Agreement**").

The Agreement, pursuant to Article 3.0 (Amending the Agreement) of the Agreement, may be amended from time to time on written agreement of the Parties.

The Parties wish to amend the Agreement as set out in this Amending Agreement No. 1.

IN CONSIDERATION of the mutual covenants and agreements contained in this Amending Agreement No. 1, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amending Agreement No. 1, unless defined in section 2 of this Amending Agreement No. 1, have the meanings ascribed to them in the Agreement.

2. **Definition.** In this Amending Agreement No. 1, the following term has the following meaning:

“Amending Agreement No. 1” means this Amending Agreement No. 1, including Appendix A attached to this Amending Agreement No. 1.

3. Section A.4.14 of the Agreement is deleted and replaced with the following:

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement;
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances; and
- (c) Canada has released the 10% of its funding contribution retained pursuant to section 9.4 (Retention of Contribution) of the Bilateral Agreement to the Province.

4. Schedule “B” (Project Specific Information) of the Agreement is amended by deleting “March 31, 2020” and replacing it with “March 31, 2021”.
5. Paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template) of the Agreement is amended by deleting the template and replacing it with the revised template in Appendix A to this Amending Agreement No. 1.
6. Section E.2.3 (Scope of Eligible Expenditures) of the Agreement is deleted and replaced with the following:

E.2.3 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2020 and Eligible Investments. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;

- (c) costs of construction carried out in-house by the Recipient; and
 - (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.
7. Paragraph E.3.1 (a) is amended by deleting "March 31, 2019" and replacing it with "March 31, 2020".
 8. Paragraph E.3.2 (e) is amended by deleting ";" and adding the following at the end of the paragraph:

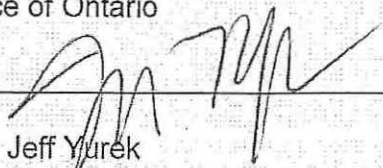
, unless used specifically towards the Project and only for the portion of time that they are used to work on the Project;
 9. Section J.5.1 (Timing) is amended by deleting "September 1, 2019" and replacing it with "September 1, 2020".
 10. Section J.5.2 (No Obligation for Payment) is amended by deleting "September 1, 2019" and replacing it with "September 1, 2020".
 11. Section J.7.1 (Holdback) is amended by deleting the last sentence.
 12. Section J.8.1 (Final Payment) of the Agreement is deleted and replaced with the following:

J.8.1 Final Payment. Subject to paragraph A.4.2 (c) and up to the Maximum Funds, the Province agrees to pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.14 (Retention of Contribution) have been met.
 13. Except for the amendments provided for in this Amending Agreement No. 1, all provisions of the Agreement remain in full force and effect.

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

FEB 19 2019
FEB 19 2019

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Transportation for the
Province of Ontario



Date

Name: Jeff Yurek
Title: Minister

Corporation of the City of Port Colborne

Date

Name: William C. Steele
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Amber LaPointe
Title: City Clerk

I have authority to bind the Recipient.

APPENDIX A

BASELINE DATA AND RESULTS ON PROGRESS ON OUTCOMES TEMPLATE

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
				Provide cumulative results on completed projects from start of program	
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2		Number of funded transit system projects that aim at improving the commuters' experience (additional indicator)	Not applicable, baseline is zero		
3	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		
4	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
5		Percentage of assets that have improved their			

Port Colborne and Ontario PTIF TPA - Amending Agreement No.1

		physical condition rating (as per reporting guidelines) as a result of funding			
6		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
7		Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
8	Increased safety	Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
9		Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
10	Increased accessibility	Number of projects that improve transit system accessibility (additional indicator)	Not applicable, baseline is zero		
11		Average Life Cycle Cost of applicable transit system assets after completion of funded investments			
12	Improved efficiency	Average litres of fuel per passenger-kilometre after completion of funded investments			
13		Total estimated cubic-metres of natural gas			

		saved as a result of funded investments			
14		Total estimated kilowatt-hours saved as a result of funded investments			
15	Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects			
16		Total of new passenger trips as a result of the expansion of paratransit services (additional indicator)			
17		Number of early works projects that lay the foundation for future transit system expansion. (additional indicator)	Not applicable, baseline is zero		
18		Number of funded projects that support active transportation (additional indicator)			
19		Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient		

The Corporation of the City of Port Colborne

By-Law No. 6652/16/19

Being a By-law to Amend By-law 6530/97/17, Being a By-law to Establish a Committee Known as the Port Colborne Social Determinants of Health Advisory Committee – Everyone Matters

Whereas at its meeting of February 25, 2019, the Council of The Corporation of the City of Port Colborne approved the Memorandum from Nancy Giles, EA to Mayor and CAO on behalf of the Social Determinants of Health Committee – Everyone Matters regarding Amendments to By-law 6530/97/17 which establishes the Committee; and

Whereas Council is desirous of amending Section 3 of the Terms of Reference as requested by the Social Determinants of Health Committee – Everyone Matters;

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

1. That Section 3 of the Terms of Reference be amended as follows:

That Section 3 (k) of By-law 6530/97/17 be amended to remove "East Village Neighbourhood Improvement Task Force" and add "Niagara Community Legal Clinic" as the clinic name has changed;

and further that Section 3 (d) be amended to remove "One member of staff from the Community Services Division" and add "The City of Port Colborne Health Services Coordinator" as a voting member also removing reference to this position from Section 4 (a) and renumbering Section 4 accordingly;

and further that Section 3 be amended to add "One representative from Community Services, Niagara Region" as a voting member.

2. That this By-law shall come into force and effect on the date of passing.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

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The Corporation of the City of Port Colborne

By-Law No. 6653/17/19

Being a By-law to Authorize Entering into a Contract Agreement with Circle P. Paving Re Tender 2013-09, Annual Asphalt Patching Contract Extension

Whereas at its meeting of March 11, 2019 the Council of The Corporation of the City of Port Colborne approved the recommendations of the Department of Engineering and Operations, Engineering Division, Report No. 2019-22, Subject: Annual Asphalt Patching Contract Extension;

And Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement extension with Circle P. Paving regarding Tender 2013-09, Annual Asphalt Patching Contract Extension;

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 enter into a contract agreement extension with Circle P. Paving regarding Tender 2013-09, Annual Asphalt Patching Contract Extension.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

The Corporation of the City of Port Colborne

By-Law No. 6654/18/19

Being a By-law to Authorize Entering into a Contract Agreement with CTC Contracting Re Tender 2015-10, Annual Concrete Sidewalk Construction Contract Extension

Whereas at its meeting of March 11, 2019 the Council of The Corporation of the City of Port Colborne approved the recommendations of the Department of Engineering and Operations, Engineering Division, Report No. 2019-23, Subject: Annual Concrete Sidewalk Construction Contract Extension;

And Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement extension with CTC Contracting regarding Tender 2015-10, Annual Concrete Sidewalk Construction Contract Extension;

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 enter into a contract agreement extension with CTC Contracting regarding Tender 2015-10, Annual Concrete Sidewalk Construction Contract Extension.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

The Corporation of the City of Port Colborne

By-Law No. 6655/19/19

Being a By-law to Authorize Entering into a Contract Agreement with Rankin Construction Re Tender 2015-11, Annual Asphalt Resurfacing Contract Extension

Whereas at its meeting of March 11, 2019 the Council of The Corporation of the City of Port Colborne approved the recommendations of the Department of Engineering and Operations, Engineering Division, Report No. 2019-24, Subject: Annual Asphalt Resurfacing Contract Extension;

And Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement extension with Rankin Construction regarding Tender 2015-11, Annual Asphalt Resurfacing Contract Extension;

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 enter into a contract agreement extension with Rankin Construction regarding Tender 2015-11, Annual Asphalt Resurfacing Contract Extension.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

The Corporation of the City of Port Colborne

By-Law No. 6656/20/19

Being a By-law to Authorize Entering into a Contract Agreement with The Greenfield Group Re Tender 2015-04, City Wide Grass Mowing Contract Extension

Whereas at its meeting of March 11, 2019 the Council of The Corporation of the City of Port Colborne approved the recommendations of the Department of Engineering and Operations, Engineering Division, Report No. 2019-28, Subject: City Wide Grass Mowing Contract Extension;

And Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement extension with The Greenfield Group regarding Tender 2015-04, City Wide Grass Mowing Contract Extension;

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 enter into a contract agreement extension with The Greenfield Group regarding Tender 2015-04, City Wide Grass Mowing Contract Extension.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

The Corporation of the City of Port Colborne

By-law No. 6657/21/19

Being a by-law to authorize entering into an agreement of purchase and sale with Bruce & Leslie Biederman respecting part of block O, plan 775 being part 1 on plan 59R-16309

Whereas at its meeting of March 11, 2019, Council approved the recommendations of Department of Planning & Development, Report No. 20179-20, Subject: Sale of a Part of Kinnear Park; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Bruce & Leslie Biederman for the sale of Part 1 on Plan 59R-16309, for the purchase price of \$4,500 (plus HST);

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 enter into an Agreement of Purchase and Sale with Bruce and Leslie Biederman for the sale of Part of Block O, Plan 775 being Part 1 on Plan 59R-16309 for the purchase price of \$4,500 (plus HST), which agreement is attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the 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.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

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AGREEMENT OF PURCHASE AND SALE

Buyer: Bruce & Leslie Biederman

Seller: The Corporation of the City of Port Colborne

Address of Property: Vacant land, north of 207 Killaly Street West

Frontage: 16.581m

Depth: 13.411m more or less:

Legal Description: Part 1 on Plan 59R-16309

Purchase Price: Four Thousand & Five Hundred (\$4500.00) CDN Dollars

Deposit: Two Hundred & Twenty (\$220) CDN Dollars

The Buyer agrees to pay the balance of the purchase price to the Seller, by certified cheque or bank draft on closing subject to the usual adjustments and the following:

Schedule A attached hereto shall form part of this agreement.

1. **Chattels:** None.

2. **Fixtures:** None.

3. **Rental Items:** None.

4. **Irrevocability:** This offer shall be irrevocable by the Buyer until 6:00pm on **March 12, 2019**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction.

5. **Completion Date:** This agreement shall be completed no later than 6:00pm on **March 29, 2019**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for herein.

6. **Notices.** Any notice to given herein shall be in writing and delivered to the Buyer or the Seller at the address for service provided for herein. The parties agree that this agreement may be sent and received by facsimile transmission and that such transmissions of this agreement may be accepted and executed by the party receiving such transmission. All such transmissions once executed shall constitute a binding agreement between the parties. The parties also agree that all notices or waivers may be sent and received by facsimile transmission as above.

7. **HST.** If this transaction is subject to the HST, then such tax shall be **in addition to** the purchase price. If this transaction is not subject to the HST the Seller shall certify on or before closing that the transaction is not subject to the HST. .

8. **Title Search.** Buyer shall be allowed until **3 days prior to closing** (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders, open files, notices of violation or deficiencies or any other encumbrances or regulatory directive affecting the property and that its present use **vacant residential** may be lawfully continued and that the principal building may be insured against risk of fire. Seller consents to the municipality or other governmental agencies releasing to the Buyer or his solicitor details of all outstanding work orders or deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. Future Use. Seller and Buyer agree there is no representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful except as may be specifically provided for in this agreement.

10. Title. Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities provided such have been complied with, or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to the title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee and which Buyer will not waive, this agreement notwithstanding any intermediate acts or negotiations in respect of such objections shall be at an end and all monies paid shall be returned without interest or deduction. Save as to any valid objection 50 made by such day and except for any objection going to the root of title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. Closing Arrangements. Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part "" of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended for registration 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 lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. Documents & Discharge. Buyer shall not call for the production of any title deed, abstract, surveyor other evidence of title to the property except such as are in the possession or control of the Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registerable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing.

13. **Inspection.** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **Insurance.** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **Planning Act.** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **Documentation Registration.** The Transfer/Deed, shall save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **Residency.** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect to tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or statutory declaration that Seller is not then a non-resident of Canada.

18. **Adjustments.** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer.

19. **Time Limits.** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **Tender.** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **Family Law Act.** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent thereafter provided.

22. **UFFI.** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of the Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This

warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is subject to this transaction.

23. Agreement in Writing. If there is a conflict or discrepancy between any provision added to this agreement including any schedule attached hereto and any provision in contained herein the added provision shall supersede to the extent of such conflict or discrepancy. This agreement including the any schedule attached hereto shall constitute the entire agreement between the Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this agreement other than as expressed herein. This agreement shall be read with all changes of gender or number required by the context.

Dated:

Signed, Sealed and Delivered
in the presence of:

Bruce Biederman

Leslie Biederman

The Seller hereby accepts the above offer.

Dated:

Signed, Sealed and Delivered
in the presence of:

William C. Steele, Mayor

Amber LaPointe, City Clerk

Rocky Vacca, Sullivan Mahoney
Name of Seller's Lawyer

4781 Portage Road
Niagara Falls, ON L2E 6B1
Tel: (905) 357-0500
Fax: (905) 357-0501
email: rvacca@sullivan-mahoney.com

Brian Lambie
Name of Buyer's Lawyer

151 Charlotte Street
Port Colborne, ON L3K 3E3
Tel: 905-835-0404
Fax: 905-835-5966
email: blambie1@cogeco.ca

Schedule A

The Buyer agrees to accept title to the Property in such a manner so as to merge the property conveyed herein with the Buyer's adjoining lands.

The Buyer acknowledges that in addition to the purchase price that \$630 is required to cover surveyor costs.

The Buyer acknowledges that in addition to the purchase price that \$600 is required to cover City legal fees to complete the sale.

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The Corporation of the City of Port Colborne

By-Law no. 6658/22/19

Being a by-law to adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of March 11, 2019

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

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

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Regular Meeting of March 11, 2019 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; and further
2. 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.

Enacted and passed this 11th day of March, 2019.

William C. Steele
Mayor

Peter M. Senese
Deputy Clerk

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**City of Port Colborne
Regular Council Meeting 03-19
Minutes**

Date: February 25, 2019

Time: 8:35 p.m.

Place: Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
G. Bruno, Councillor
R. Bodner, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor
B. Butters, Regional Councillor

Staff Present: M. Evely, Recording Clerk
T. Cartwright, Fire Chief
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
P. Senese, Director of Corporate Services

Also in attendance were interested citizens, members of the news media and WeeStream.

1. Call to Order:

Mayor Steele called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

No. 26

Moved by Councillor H. Wells
Seconded by Councillor A. Desmarais

That the agenda dated February 25, 2019 be confirmed, as
circulated or as amended
CARRIED.

4. **Disclosures of Interest:**

Nil.

5. **Adoption of Minutes:**

No. 27 Moved by Councillor E. Beauregard
Seconded by Councillor R. Bodner

That the minutes of the regular meeting of Council 02-19, held on February 11, 2019, be approved as presented.
CARRIED.

6. **Determination of Items Requiring Separate Discussion:**

Nil.

7. **Approval of Items Not Requiring Separate Discussion:**

No. 28 Moved by Councillor G. Bruno
Seconded by Councillor H. Wells

That Items 1 to 9 on the agenda be approved, with the exception of items that have been deferred, deleted or listed for separate discussion, and the recommendation contained therein adopted.

Item:

1. **Motion by Councillor Kalailieff Re: Waiving of Fire Inspection Fees for Bed and Breakfasts**

Council resolved:

That the fire inspection fee for bed and breakfasts be waived for the 2019 year.

2. **Engineering and Operations Department, Operations Division, Report 2019-19, Subject: Council's Role as Owner of The Port Colborne Distribution System**

Council resolved:

That Council receives Operational Services Report 2019-19, Council's Role as Owner of the Port Colborne Distribution System; and

That Council endorses the Port Colborne Water Distribution System Quality Management System Operational Plan attached as Appendix B to Operational Services Report 2019-19.

3. Engineering and Operations Department, Engineering Division, Report 2019-21, Subject: Report on the Proposed Regional Niagara Waste Collection Services Contract

Council resolved:

That Council approve the following proposed Regional collection changes to the 2021 collection contract:

1. That every-other-week (EOW) garbage collection be implemented, for all residential properties, including those IC&I and MU properties located outside DBAs as a base service. (Current garbage container limits would double for all properties, on an EOW basis). That Recycling and Organic Bin collection for all properties shall remain weekly collection. Those IC&I and MU properties located inside the DBAs would continue to receive weekly garbage, recycling and organics collection as a base service.
2. That the establishment of a four (4) item limit per residential unit, per collection, for large item collection at LDR properties be approved (base service).
3. That appliance and scrap metal pick-up be discontinued at LDR properties.
4. That the number of garbage bags/containers for IC&I and MU properties inside DBAs be reduced from seven (7) to four (4) per week (base service).
5. That the number of garbage bags/containers for MU properties outside DBAs be reduced from six (6) to four (4) per week, or eight (8) containers per week under EOW garbage collection (base service).
6. That the City's enhanced service levels that currently exist continue for the term of the new Regional Contract.

4. **Corporate Services Department, Clerk's Division, Report 2019-27,
Subject: Appointment of an Integrity Commissioner**

Council resolved:

That Council appoints Edward T. McDermott of ADR Chambers Inc. as the Integrity Commissioner for The Corporation of the City of Port Colborne, for an initial term of four (4) years; and

That Council assigns to the Integrity Commissioner all of the responsibilities required under Subsection 223.3 (1) of the *Municipal Act, 2001*, as amended, to come into force on March 1, 2019; and

That Council requests the Integrity Commissioner to provide training concerning the Code of Conduct and the Municipal Conflict of Interest Act, and other procedures, rules and policies governing the ethical behaviour of Council, and local boards, pursuant to the *Municipal Act, 2001*, as amended effective March 1, 2019, from time to time; and

That the Mayor and City Clerk be authorized to execute an agreement with ADR Chambers Inc. for the purpose of providing services of an Integrity Commissioner.

5. **Engineering and Operations Department, Engineering Division,
Report 2019-16, Subject: Skelton Municipal Drains**

Council resolved:

That Council hereby acknowledges that Brandon Widner, P. Eng of Spriet Associates Architects and Consulting Engineers shall be the Engineer of record for the Skelton Municipal Drains report as outlined in Engineering and Operations Department Report 2019-16.

6. **Nancy Salvage and Fatima Shama, Executive Director, The Fresh Air Fund Re: Request for Proclamation of Fresh Air Fund Day, March 20, 2019**

Council resolved:

That March 20, 2019 be proclaimed as "Fresh Air Fund Day" in the City of Port Colborne in accordance with the request received from Nancy Salvage and Fatima Shama, Executive Director, The Fresh Air Fund.

7. Memorandum from Nancy Giles, EA to Mayor and CAO Re: Recommendation from Social Determinants of Health Advisory Committee – Everyone Matters

Council resolved:

That the memorandum from Nancy Giles, EA to Mayor and CAO on behalf of the Social Determinants of Health Advisory Committee – Everyone Matters, Re: Recommendations regarding Amendments to By-law 6530/97/17, be received; and

That Section 3 (k) of By-law 6530/97/17 be amended to remove “East Village Neighbourhood Improvement Task Force” and add “Niagara Community Legal Clinic” as the clinic name has changed; and

that Section 3 (d) be amended to remove “One member of staff from the Community Services Division” and add “The City of Port Colborne Health Services Coordinator” as a voting member also removing reference to this position from Section 4 (a) and renumbering Section 4 accordingly; and

that Section 3 be amended to add “One representative from Community Services, Niagara Region” as a voting member.

8. Port Colborne-Wainfleet Chamber of Commerce Re: Annual President’s Awards March 21, 2019 Request the Waiving of Corkage Fees for the Event Tastings

Council resolved:

That the Council of The Corporation of the City of Port Colborne approves the waiving of the “corkage fees” for event tastings, as requested by the Port Colborne-Wainfleet Chamber of Commerce for their Annual President’s Awards on March 21, 2019 being held at the Roselawn Centre.

9. Town of Fort Erie Re: Request Region to Consider an In-House Waste Collection Service

Council resolved:

That the resolution received from the Town of Fort Erie Re: Request Region to Consider and In-House Waste Collection Service, be supported

CARRIED.

8. Consideration of Items Requiring Separate Discussion:

Nil.

9. Proclamations:

(a) Fresh Air Fund Day, March 20, 2019

No. 29 Moved by Councillor M. Bagu
Seconded by Councillor A. Desmarais

That March 20, 2019 be proclaimed as "Fresh Air Fund Day" in the City of Port Colborne in accordance with the request received from Nancy Salvage and Fatima Shama, Executive Director, The Fresh Air Fund.

10. Minutes of Boards, Commissions & Committees:

No. 30 Moved by Councillor F. Danch
Seconded by Councillor A. Desmarais

(a) That the minutes of the Port Colborne Transit Advisory Committee Meeting of October 17, 2018, be received.

(b) That the minutes of the Health Advisory Committee – Everyone Matters Meeting of September 6, 2018, be received.

(c) That the minutes of the Health Advisory Committee – Everyone Matters Meeting of November 1, 2018, be received.

CARRIED.

11. Consideration of By-laws:

No. 31 Moved by Councillor
Seconded by Councillor

That the following by-laws be enacted and passed:

6646/10/19	Being a By-law to Enter into an Agreement with ADR Chambers Inc. to Provide for Integrity Commissioner Services
6647/11/19	Being a By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne at its Regular Meeting of February 25, 2019

CARRIED.

15. Adjournment:

No. 32 Moved by Councillor F. Danch
Seconded by Councillor H. Wells

That the Council meeting be adjourned at approximately 8:39 p.m.

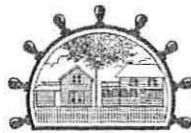
CARRIED.

William C. Steele
Mayor

Amber LaPointe
City Clerk

AL/me

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

CITY of Port Colborne
RECEIVED

MAR 04 2019

CORPORATE SERVICES
DEPARTMENT

A meeting of the Board of Management of the Port Colborne Historical and Marine Museum was held January 15, 2019 at 7 p.m. at the L.R. Wilson Heritage Research Archives.

Present: Stephanie Powell Baswick, Donna Abbott, Claudia Brema, Bert Murphy, Margaret Tanaszi, Brian Heaslip, Bonnie Johnston, Marcia Turner, Terry Huffman, Councilor Eric Beauregard, Jeff Piniak and Abbey Stansfield.

Regrets: Alexander Fazzari, Cheryl MacMillan, Pam Koudjis

In accordance with the Museum Board's Procedural Policy, Abbey Stansfield led the nominations and elections for the Executive and Committee Chairs. Positions were voted on by a show of hands. The outcome of the election is as follows:

Executive:

Chair – Terry Huffman

Vice Chair – Brian Heaslip

Finance Chair – Alexander Fazzari

Secretary – Margaret Tanaszi and Claudia Brema

Committee Chair:

Membership – Bonnie Johnston

Building & Property – Brian Heaslip

Accession – Terry Huffman

Program – Cheryl MacMillan

Fundraising – Donna Abbott

Policy- Councilor Eric Beauregard

Auxiliary Liaison – Bonnie Johnston

Members of Committees:

Membership: Claudia Brema, Donna Abbott

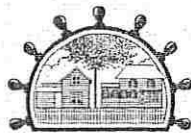
Building & Property: Margaret Tanaszi, Marcia Turner, Jeff Piniak, Bert Murphy

Accession: Claudia Brema, Bert Murphy, Marcia Turner, Bonnie Johnston

Program: Margaret Tanaszi, Marcia Turner, Eric Beauregard,

Fundraising: Claudia Brema, Margaret Tanaszi, Pam Koudjis, Eric Beauregard

Policy: Pam Koudjis, Alexander Faszari



Port Colborne Historical & Marine
MUSEUM
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Minutes of Last Meeting

Moved by: Bonnie Johnston

Seconded by: Bert Murphy

To: Approve the Minutes of the Board of Management from November 20, 2018.

Motion Carried.

Business Arising From Minutes:

No Report.

Correspondence:

Stephanie Powell Baswick displayed the newsletters and magazines from other museums and heritage associations.

Curator Report:

Stephanie Powell Baswick reported that 2018 was a record year for attendance. She explained that the archives has played a significant role in the increase in numbers. She also explained that that has been made possible by having the Archives Assistant position to handle rentals of the building.

Stephanie also reported that she had completed and submitted two applications for Young Canada Works summer employment. One position would be for the museum and one position is for the Archives. She explained that the city is already providing the funding for two tearoom assistants and that those positions no longer rely on grants.

Auxiliary Report:

Bonnie Johnston reported that Arabella's Tearoom had a very successful Christmas festival and shopper's week. On December 2, 2018 they served 228 people at the Christmas festival and the week following they served 352 people.

The next Auxiliary meeting will be held in April to prepare for the upcoming season.

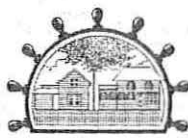
Fundraising Committee Report:

No Report

Program Committee Report:

Stephanie Powell Baswick reported on behalf of Cheryl MacMillan that the Christmas festival was very successful and that the whole report would be given at February's meeting.

Stephanie also presented the proposed schedule of events and exhibits for 2019. She explained as this list is quite extensive that if the staff were to take on any new programs or opportunities that arise that something on this list would have to be left off as a result.



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

Moved by: Donna Abbott

Seconded by: Councillor Eric Beauregard

To: Approve the 2019 Schedule of Events and Exhibits.

Motion Carried.

Building and Property Committee Report:

Stephanie Powell Baswick reported that Davy's tree service will be on the grounds in January to remove the tree in between Princess Street and the museum. The quote did not include stump removal, however, the city will be assisting with that. Stephanie suggested that maybe if there is any good wood that it can be used to create products that the museum can use for fundraising.

Finance Committee Report:

No Report

Membership Committee Report

Bonnie Johnston reported that in the last few years there has been a great increase in the number of people getting a life patron membership which explains why there are fewer annual memberships as they have upgraded to life patronage. Councillor Eric Beauregard suggested some new ideas as to how to reach a wider base of people that we currently may not be reaching. The committee has decided to review these new options for our upcoming membership drive.

Accession Committee Report:

The Accession Committee met Dec. 18, 2018 with all committee members present. Among the items accepted for accession into the collection were the memoirs of Viola Kramer, postcards, photographs, the registry certificate for the Yvon Dupre Jr., ephemera from local businesses, Second World War meat ration tokens, and a large collection of hockey memorabilia.

Policy Report:

No Report

New Business:

No Report

Motion to Adjourn: Bonnie Johnston

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