



**City of Port Colborne
Special Council Meeting 19-19 – Public Hearing
Monday, July 22, 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. Confirmation of Agenda:

4. Disclosures of Interest:

5. Public Hearing Under the Planning Act:

Planning and Development Department, Planning Division, Report No. 2019-115,
Public Meeting Report for Proposed Amendment to include 176 Elm Street to the
Downtown Central Business District Community Improvement Plan (CBD CIP) Project
Area

(i) Purpose of Meeting:

(ii) Method of Notice:

(iii) Explanation of Procedure to be Followed:

(iv) Presentation of Official Plan Amendment and Application for Zoning By-law
Amendment:

(v) Comments of Applicant:

(vi) Questions of Clarification to Applicant/Planning Staff:

(vii) Oral Presentations and/or Questions from the Public:

(viii) Announcement Respecting Written Notice of Passage of Official Plan
Amendment and Zoning By-law Amendment:

(ix) Explanation of Future Meetings:

(x) Adjourn

6. Adjournment

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Report Number: 2019-115

Date: July 22, 2019

SUBJECT: Public Meeting Report: Proposed Amendment to the Downtown Central Business District Community Improvement Plan

1) PURPOSE:

The purpose of the report is to provide Council with information to consider expanding the Downtown Central Business District Community Improvement Plan (CBD CIP) project area to include 176 Elm Street.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The CBD CIP was adopted in 2010. Prior to the adoption, the CBD CIP project area (boundary) was approved in 2009 by by-law. Attached as Appendix A is the CBD CIP project area.

On March 25, 2019, Council received Planning and Development Department, Planning Division Report 2019-35, titled Downtown CBD CIP Expansion and directed staff to process an application to consider the inclusion of 176 Elm Street in the CBD CIP project area. Attached as Appendix B is the proposed CBD CIP project area.

3) STAFF COMMENTS AND DISCUSSIONS

The Notice of Public Meeting and Open House was published on June 20, 2011 in Niagara This Week. The notice was also posted on the City of Port Colborne website. No written comments have been received as of the date this report was prepared.

On June 27, 2019, an Open House was held in City Hall illustrating the proposed amendment. Mike and Nicholas Smith attended, along with Councillor Bagu.

The proposed CBD CIP project area boundary expansion requires staff to review the following:

- The rationale for needs;
- The goals of the existing CBD CIP;
- A description of the project area characteristics;
- If the property is near the CBD CIP project area;
- If the property has potential for conversion to commercial or mixed use; and
- If the property is in need of improvement.

Staff will also review any comments made at the July 22, 2019, Public Meeting and include in an upcoming recommendation report.

4) **OPTIONS AND FINANCIAL CONSIDERATIONS:**

a) **Do nothing.**

N/A

b) **Other Options**

N/A

5) **COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

N/A.

6) **ATTACHMENTS**

Appendix A - CBD CIP Project Area

Appendix B - Proposed CBD CIP Project Area

7) **RECOMMENDATION**

That Planning and Development Department, Planning Division Report 2019-115 be received for information.

8) **SIGNATURES**

Prepared on July 11, 2019 by:

Reviewed and respectfully submitted by:



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



C. Scott Luey
Chief Administrative Officer

APPENDIX "A"
BIA CBD CIP PROJECT AREA





Appendix B

Proposed CBD CIP PROJECT AREA



**City of Port Colborne
Regular Meeting of Committee of the Whole 20-19
Monday, July 22, 2019
following the Special Meeting of Council
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

- 1. Call to Order:** Mayor William C. Steele
- 2. Introduction of Addendum and Delegation Items:**
- 3. Confirmation of Agenda:**
- 4. Disclosures of Interest:**
- 5. Adoption of Minutes:**
 - (a) Regular meeting of Committee of the Whole 19-19, held on July 8, 2019.
- 6. Determination of Items Requiring Separate Discussion:**
- 7. Approval of Items Not Requiring Separate Discussion:**
- 8. Presentations:**

Nil.
- 9. Delegations (10 Minutes Maximum):**
 - (a) Cynthia Skinner, on behalf of Friends of Port Colborne Lighthouses (FOPCL), Proclamation National Lighthouse Day, August 7, 2019
- 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, August 12, 2019 | Committee of the Whole/Council – 6:30 P.M. |
| Monday, August 26, 2019 | Committee of the Whole/Council – 6:30 P.M. |
| Monday, September 9, 2019 | Committee of the Whole/Council – 6:30 P.M. |
| Monday, September 23, 2019 | Committee of the Whole/Council – 6:30 P.M. |
| Tuesday, October 15, 2019 | Committee of the Whole/Council – 6:30 P.M. |
| Monday, October 28, 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 |
|-----------------------------------|------|--|------|
| WCS MB EB RB GB FD AD DK HW | 1. | <p><u>Motion by Councillor Wells Re: Review of Noise and Discharge of Firearms By-laws</u></p> <p>That the Director of Planning and Development be directed to update By-Law No. 4588/119/04, being a by-law to regulate noise and By-Law No. 2499/115/90, being a by-law to prohibit and regulate the discharge of guns and other weapons within the City of Port Colborne; and</p> <p>That the review includes consideration of the distance from buildings of discharge and provisions to include reactive targets, (Type S.2) high hazard Special Purpose Explosives; and</p> <p>That staff report back to Council with a recommendation in October 2019.</p> | 17 |
| WCS MB EB RB GB FD AD DK HW | 2. | <p><u>Motion by Councillor Wells Re: Review of Removal of Topsoil and Placement of Fill By-law</u></p> <p>That the Director of Planning and Development be directed to update By-Law No. 5528/125/10 a by-law to prohibit or regulate the removal of topsoil, the placing or dumping of fill and the alteration of the grade of land within the city of Port Colborne; and</p> <p>That the review includes the new provincial regulations, recent issues with fill sites, state of the art fill sites, best practices of site alteration techniques and processes and realistic fee structures proportional to the complexity of the application and conditions related to the size and nature of the site in question, and duration of the alteration; and</p> <p>That staff report back to Council with a recommendation in the winter of 2019.</p> | 19. |
| WCS MB EB RB GB FD AD DK HW | 3. | <p><u>Engineering and Operations Department, Engineering Division, Report 2019-112, Subject: Young & Hopf-Wagner Drains</u></p> <p>That Project 2019-11 Young & Hopf-Wagner Drains be awarded to CRL Campbell Construction & Drainage Ltd of Wainfleet, Ontario, for the total tendered price of \$696,497.90 plus applicable taxes. Staff is directed to utilize the bid items as listed within the awarded Tender Documents, in such a manner as to complete all required works, all the while, keeping within the annual budget allocations by Council; and</p> | 20. |

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| | | <p>That funding for Project 2019-11 Young & Hopf-Wagner Drains be financed on an interim basis, under GL Account: 3-560-33243-3328 and that staff be authorized to initiate billings back to the Municipal Drains Watershed at the completion of the Watershed works; and</p> <p>That a by-law, in which the City enters into a Contract Agreement with the Contractor, be prepared upon final budget approval.</p> | | |
| WCS RB AD | MB GB DK | EB FD HW | <p>4. <u>Engineering and Operations Department, Engineering Division, Report 2019-113, Subject: Schihl Municipal Drain Meeting to Consider</u></p> <p>That the Mayor and Clerk be directed to execute a by-law to provisionally adopt the Schihl Municipal Drain Engineer’s Report, dated March 28, 2019, prepared by Neal Morris, P. Eng. of K. Smart Associates Limited, under Section 4, Chapter D.17 of the <i>Drainage Act R.S.O. 1990</i>.</p> <p>That staff be directed to advance the Schihl Municipal Drain Engineer’s Report to that of the Court of Revision, as per Section 46(1), Chapter D.17 of the <i>Drainage Act R.S.O. 1990</i>. That Councillor _____ and Councillor _____ be appointed as a member of the Schihl Municipal Drain Court of Revision and Councillor _____ be appointed as an alternate.</p> | 25. |
| WCS RB AD | MB GB DK | EB FD HW | <p>5. <u>Community and Economic Development Department, Parks and Recreation Division, Report 2019-114, Subject: By-law Exemption Request – Canal Days Marine Heritage Festival Bass Pro Outdoor World Shooting Range</u></p> <p>That a temporary exemption to By-law 2499/115/90, Being a By-law to Prohibit and Regulate the Discharge of Guns and Other Weapons within the City of Port Colborne be approved, specifically for the purpose of permitting Bass Pro Outdoor World to offer a BB gun shooting range attraction during the 2019 Canal Days Marine Heritage Festival, as outlined in Community and Economic Development Department, Parks and Recreation Division, Report 2019-114, Subject: By-law Exemption Request - Canal Days Marine Heritage Festival Bass Pro Outdoor World Shooting Range.</p> | 101. |

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| WCS | MB | EB | 6. | <p><u>Corporate Services Department, Clerk's Division, Report 2019-116, Subject: Appointments to Boards and Committees</u></p> <p>That Nancy Busch be appointed to the Accessibility Advisory Committee for a term ending December 21, 2023.</p> <p>That Wade Smith and Gregg Dame be appointed to the Active Transportation Committee for a term ending December 31, 2023.</p> <p>That Kevin Reles and Angela Doyle be appointed to the Economic Development Advisory Committee for a term ending December 31, 2023.</p> <p>That Trent Doan, Steven Rivers, and Norbert Gieger be appointed to the Environmental Advisory Committee for a term ending December 21, 2023.</p> <p>That Nancy Busch and Heidi Grzesina be appointed to the Senior Citizen Advisory Council for a term ending December 31, 2023.</p> <p>That Jack Helinga be recommended to Council of the Region of Niagara to be appointed to serve on the Niagara Peninsula Conservation Authority Board.</p> | 107. |
| RB | GB | FD | | | |
| AD | DK | HW | | | |
| WCS | MB | EB | 7. | <p><u>Planning and Development Department, Planning Division, Report 2019-117, Subject: Lorraine Road Property Sale</u></p> <p>That Council declares Part 2 and 6 on Plan 59R-10301 as surplus to the City's needs; and</p> <p>That the City enter into an Agreement of Purchase and Sale with Helen Lliodromitis for \$230,000 plus HST and with Paul and Kathleen Kuronen for \$250,000 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> | 113. |
| RB | GB | FD | | | |
| AD | DK | HW | | | |
| WCS | MB | EB | 8. | <p><u>Planning and Development Department, Planning Division, Report 2019-119, Subject: Recommendation Report for Official Plan Amendment D09-01-19 and Zoning By-law Amendment D14-03-19, 170 Welland Street</u></p> <p>That the Official Plan Amendment, attached to Planning and Development Department, Planning Division, Report 2019-119 as</p> | 133. |
| RB | GB | FD | | | |
| AD | DK | HW | | | |

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| | | | <p>Appendix A, changing the designation of the property from “Parks and Open Space” to “Industrial Areas”, be approved.</p> <p>That the Zoning By-law Amendment, attached to Planning and Development Department, Planning Division, Report 2019-119 as Appendix B, rezoning the land from “P-CH” to “LI-51”, be approved</p> <p>That Planning staff be directed to prepare the Notice of Passing in accordance with the <i>Planning Act</i> and circulate to all applicable parties.</p> | |
| WCS RB AD | MB GB DK | EB FD HW | <p>9. <u>Engineering and Operations Department, Engineering Division, Report 2019-120, Subject: Information Report on Fees for the Engineering and Operations Department</u></p> <p>That the Fees Schedule for 2019 be established as the 2018 rates and fees plus an adjustment for inflation, based on the CANADATA index for 2019, (2.7% increase).</p> <p>That Engineering and Operations staff be directed to track in 2019-2020, all actual costs, for labour, materials and equipment required in performing a task or supplying a service and then use that data to annually adjust the rates and fees schedules on an annual basis.</p> | 249. |
| WCS RB AD | MB GB DK | EB FD HW | <p>10. <u>Memorandum from Port Colborne Transit Advisory Committee Re: Support of Entering into an Agreement with Regional Transit</u></p> <p>That the recommendation by the Transit Advisory Committee that the City of Port Colborne enter into an agreement with Regional Transit for the purpose of increasing the shares of Provincial Gas Tax, be supported, and that the Region be so notified.</p> | 255. |

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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| WCS | MB | EB | 11. | <p>Memorandum from the Environmental Advisory Committee, Re: Vale Community-Based Action Plan</p> <hr/> <p>That Council supports the recommendation of the Environmental Advisory Committee as follows;</p> <p>That whereas Vale and the Ministry of the Environment, Conservation and Parks (MECP) disagree on the application of Ontario Regulation 153/04 to lands where Vale's proposed action plan applies and this may have profound implications where landowners apply to develop their lands, and;</p> <p>The Port Colborne Environmental Advisory Committee, therefore, recommends to Council that staff be directed to examine the additional planning and design requirements, if any, where applications for approval under the <i>Planning Act</i> are concerned in the area to which the Vale's action plan applies. The review should determine what additional investigations and potential remedial actions the Region of Niagara, the Regional Health Department or its successor, and the MECP may require during the review of planning applications when a landowner makes application under the <i>Planning Act</i> to develop their lands. This review should also include comments from each of Regional Planning and Public Health staff and the MECP as to what their requirements may be and where they could apply these, if any are required, be supported, and that the Region be so notified.</p> | 256. |
| RB | GB | FD | | | |
| AD | DK | HW | | | |
| Outside Resolutions – Requests for Endorsement | | | | | |
| WCS | MB | EB | 12. | <p>Maple Leaf Strategies Re: Support for Rural Investment Tax Credit</p> <hr/> <p>That the creation of a rural investment tax credit being advocated by the Rural Opportunity and Investment Coalition (ROI), be supported.</p> | 257. |
| RB | GB | FD | | | |
| AD | DK | HW | | | |

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Light House Day Port Colborne

It is good to be back to request that Council again declare Light House Day in Port Colborne for 7th August, as we join other communities world wide in celebrating lighthouses and our connected histories.

The Lighthouse tours are now a standard fixture and a major draw during Canal Days. They hold an even greater potential draw as the city seeks to obtain liberal warm-weather access. Light houses continue to be a major world-wide draw. We could go from Canal Days and lighthouse Day properly celebrated - and add the 3rd August event, lighthouse based and celebrated world wide. Ham Radio lighthouse weekend is a couple weeks later in August. Ham Radio clubs operate from lighthouses, sending their messages and greetings world wide. And we don't just have one lighthouse - we have 2. I sense an eye-roll. - Ham radios - seen in old WWII film footage. Long obsolete. Not. When a real disaster occurs, cell phones long dead, it is the ham radio sending out the calls for help and relief. And there is a group in Niagara. So, 3 light house focused events in a single month - potential major draw. With reasonable access to our lighthouses in the future, we need to include an educational component. Set-up school outings, grade 5, from all of our schools, and let them go out and learn about this part of our history. Maybe June and Sept.

And now you are wondering how possibly a small group of volunteers could man such a large scale operation, Clearly they could not. But, by increasing the staff at the visitors center, there could be enough guides to cover the tours. Summer students, both history and tourism majors, using their expertise to wow the crowd. And the volunteer group would then take-on a behind-the-scenes supportive role.

Now, think out of the box. Let's reconstruct the keepers home and use it as a B+B. Many lighthouses are now B+B's. The Dunkirk light home is restored - and the same period as ours. Let's one envision what ours could be like.

The sky is the limit ... helicopter rides from the breakwall helipad. Dream on.

For now I am glad we can acknowledge
Lighthouse Day

Thankyou
Cynthia Skinner BSGIT



PORT COLBORNE

Memorandum

To: Mayor Steele and Members of Council

From: Councillor Harry Wells

Date: July 16, 2019

Re: **Review of Noise and Discharge of Firearms By-laws**

I have received inquiries regarding the use of exploding targets and in reviewing the existing by-law regulating the discharge of guns found it to be 29 years old and out of date. There have been some significant changes and events in the past 29 years with respect to guns and weapons one being the use of exploding targets for high powered rifle sighting. As Councillors we must ensure the discharge of guns and the used of exploding targets are done in safe shooting environments.

If guns and exploding targets are not properly handled and used according to proper instructions and regulations, there is a potential for personal injuries and harm to property. By googling Tannerite Fridge or Car (Fridge Goes Flying || ViralHog – YouTube www.youtube.com) you can see the explosive power of a reactive target.

Under the Explosives Regulations 2013 there are licensing requirements for retailers and storage of quantities over 20 kg, but unlicensed users with a fire arms permit you can purchase and store up to 20kgs of exploding target compounds legally. After seeing the explosive power of these reactive targets and knowing they are being used and sold in our community it is our obligation to ensure the use of them is being managed. Updating our by-laws is the first step in ensuring the safe use of exploding targets.

I am requesting that the following motion be approved:

That the Director of Planning and Development be directed to update By-Law No. 4588/119/04, being a by-law to regulate noise and By-Law No. 2499/115/90, being a by-law to prohibit and regulate the discharge of guns and other weapons within the City of Port Colborne; and

That the review includes consideration of the distance from buildings of discharge and provisions to include reactive targets, (Type S.2) high hazard Special Purpose Explosives; and

That staff report back to Council with a recommendation in October 2019.

Thank you for your consideration,
Councillor Harry Wells
Ward 4

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PORT COLBORNE

Memorandum

To: Mayor Steele and Members of Council

From: Councillor Harry Wells

Date: July 16, 2019

Re: Review of Removal of Topsoil and Placement of Fill By-law

Currently there are two issues regarding placing or dumping of fill and one issue regarding the removal of topsoil in Ward 4 that I am dealing with and Vale has announced their intent to divest the ward 2 and 4 properties they acquired associated to the contamination issue. With the current development and forecasted future development of Vale lands there is a potential for significant amounts of site alterations that require the removal of topsoil and fill placement.

The current by-law 5528/125/10 to regulate the removal of topsoil, dumping of fill and grade alteration was passed on September 13, 2010 and is outdated and does not adequately protect the environment of our community and potential impacts to the health of our residents. The current by-law does not contemplate the magnitude and duration of site alterations that exist now and in the future. The associated fee structure for site alteration permits associated to the by-law do not reflect the potential actual cost to enforce the by-law or address issues that may result from noncompliance. Provincial regulations are only minimum requirements and are in the review phase so it is unsure if they will provide more than just the minimum of what is needed.

If the City wants to capitalize on the opportunity for significant growth while ensuring protection of the environment and resident's health this by-law needs to be revised as soon as possible to address the current issues and opportunities and be ready for those to come in the future.

I am requesting that the following motion be approved:

That the Director of Planning and Development be directed to update By-Law No. 5528/125/10 a by-law to prohibit or regulate the removal of topsoil, the placing or dumping of fill and the alteration of the grade of land within the city of Port Colborne; and

That the review includes the new provincial regulations, recent issues with fill sites, state of the art fill sites, best practices of site alteration techniques and processes and realistic fee structures proportional to the complexity of the

application and conditions related to the size and nature of the site in question, and duration of the alteration; and

That staff report back to Council with a recommendation in the winter of 2019.

Thank you for your consideration,

Councillor Harry Wells
Ward 4

Report Number: 2019-112

Date: July 22, 2019

SUBJECT: Project 2019-11 Young & Hopf-Wagner Drains

1) PURPOSE:

This report was prepared by Alana Vander Veen, Drainage Superintendent, under the authorization of Chris Lee, Director of Engineering and Operations. The purpose of the report is to inform Council of the outcome of the tender proceedings for the 2019-11 Young & Hopf-Wagner Drains, and to obtain approval from Council to award the project to the recommended bidder.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES:

The Young & Hopf-Wagner Drains project includes the repair, maintenance and improvement of the drains located in the City of Port Colborne and the City of Niagara Falls.

Previously this year, tender documents were prepared and a public tendering procedure was initiated. During the tender process a total of eight (8) bidders took out documents. At the time of tender closing, two (2) bidders submitted pricing. The results of that tender opening are listed below. The entire tender process and opening proceedings adhered to policies and past practises as previously adopted and endorsed by Council.

3) STAFF COMMENTS AND DISCUSSIONS:

Further to Operational Services Division, Report 2017-162, which recommended that the Mayor and Clerk be directed to provisionally adopt the Young & Hopf-Wagner Municipal Drains Engineer's Report under section 78 of the *Drainage Act R.S.O. 1990* (the Act), and that staff proceed to the Court of Revision; and further to Operational Services Division, Report 2019-31, which informed Council of the Court of Revision and the Tribunal Hearing and recommended that the Mayor and Clerk be directed to provide a third and final reading of By-law 6526/93/17 and the direction of staff to proceed with the tender stage; the findings are as follows.

Staff prepared the tender documents as recommended by Spriet Associates Engineers & Architects, which was mainly a lump sum contract and publicly called for the submittal of a formal tender. The documents called for entering into a contract pending approval by Council. The work stipulated in the documents entailed: brushing the entirety of the drain, complete with grading and levelling of the spoils, replacement of culverts where required, and most importantly jacking and boring below the existing CN and CP Rail lines.

Prior to the submission of the Engineer's final report to the City Clerk in 2017, the Engineering Firm issued their estimate to both of the contractors who submitted a tender. In 2017, the contractors deemed that the Engineer's estimate appeared accurate and

achievable. Because of the delay in timing, the tender cost of labour and materials to complete this project has increased to 164% of the original estimate.

As per the Act, Section 59(1), where the contract price exceeds 133 per cent of the Engineer's estimate of the contract price, the Council of the initiating municipality shall call a meeting. This section of the Act pertains to a Section 4 Petition Report; however, the Young & Hopf-Wagner is a Section 78 Report. As a courtesy to the ratepayers of the watershed, the Engineer and City staff held a public meeting on July 3, 2019 at City Hall in Council Chambers, with invitations to all paying parties of the water shed.

The following items were discussion points from the meeting:

- The overall increase from the original estimate compared to the lowest tendered amount, was 164%;
- The special assessments to the roads (culvert replacements) and railways (jacking and boring below the CN and CP Rail lines) must be deducted from that amount;
- The increase to the private property owners from the estimate to the tendered then amounted to 133%;
- Accept the bid and award CRL Campbell Construction & Drainage Ltd with intentions of project completion this year;
- Refuse the bid and re-tender the project.

The response of the ratepayers in attendance was not overly accepting of the increased cost; however, they understand the need for drainage maintenance. Due to the condition of the drain, many have been waiting for nearly three decades to grow crops on these inactive farmlands.

PRICES AS QUOTED

| | |
|---|-----------------|
| 1) Anthony's Excavating Inc. | \$ 1,154,830.00 |
| 2) CRL Campbell Construction & Drainage Ltd | \$ 696,497.90 |

Note: Prices as quoted (Inclusive of any and all provisional items)

The tender document as submitted by CRL Campbell Construction & Drainage Ltd was complete in all aspects, with regard to specifications, details and format.

It is staff's recommendation to accept the tender submitted by CRL Campbell Construction & Drainage Ltd in the amount of \$696,497.90 and award to them the contract for the 2019-11 Young and Hopf-Wagner Drains. This will allow the City to enter into an agreement with CRL Campbell Construction & Drainage Ltd and to initiate the project as soon as scheduling allows.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do Nothing

If no action is taken, the construction and improvement of the Young & Hopf-Wagner Drains will not occur, leading to continued deterioration of the drain as well as crop loss

and further loss of cropland. In addition, the City would not be meeting its obligations under the Act. (Not Recommended)

b) Re-Tender

If Council decides to reject staff's recommendation and wishes to re-tender the project, a 7-week delay will occur causing potential staff shortages at the time of construction due to concurrent projects taking place. A re-tendering of this project may also discourage submissions of any future tender bids. (Not Recommended)

c) Award the Contract

If Council accepts the recommendation of staff, the reconstruction of the Young & Hopf-Wagner Drains will take place, decreasing the continued loss of land from a dilapidated municipal drain and fulfilling the municipality's responsibilities under the Act. **(Recommended)**

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES:

There are no impacts on Council's current strategies.

6) ATTACHMENTS:

There are no attachments.

7) RECOMMENDATION:

That Project 2019-11 Young & Hopf-Wagner Drains be awarded to CRL Campbell Construction & Drainage Ltd of Wainfleet, Ontario, for the total tendered price of \$696,497.90 plus applicable taxes. Staff is directed to utilize the bid items as listed within the awarded Tender Documents, in such a manner as to complete all required works, all the while, keeping within the annual budget allocations by Council; and

That funding for Project 2019-11 Young & Hopf-Wagner Drains be financed on an interim basis, under GL Account: 3-560-33243-3328 and that staff be authorized to initiate billings back to the Municipal Drains Watershed at the completion of the Watershed works; and

That a by-law, in which the City enters into a Contract Agreement with the Contractor, be prepared upon final budget approval.

8) SIGNATURES:

Prepared on **Friday, July 12th, 2019** by:



Alana Vander Veen
Drainage Superintendent

Reviewed by:



Chris Lee
Director of Engineering and Operations

Reviewed by:



Brenda Garrett
Director of Corporate Services

Reviewed and respectfully submitted by:



C. Scott Luey
Chief Administrative Officer

Report Number: 2019-113

Date: July 22, 2019

SUBJECT: Schihl Municipal Drain Meeting to Consider

1. PURPOSE

This report, prepared by Alana Vander Veen, Drainage Superintendent, and authorized by Chris Lee, Director of Engineering and Operations, is a follow-up to Council direction to proceed to the "Meeting to Consider", regarding the final delivery of the Schihl Municipal Drain Engineer's Report, prepared by K. Smart Associates Limited. The purpose of this report is to provide Council with the requisite procedure pertaining to the June 10, 2019 Meeting to Consider and the subsequent Court of Revision.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Further to Engineering and Operations Department, Engineering Division Report 2019-81, which presented Council with a history, background and summary of events leading up to the delivery of the final version of the Engineer's Report, the following update is provided.

Following Council's decision, staff completed a mailing of the Engineer's Report and notification to all properties and/or entities in the watershed, that would be affected by this drainage works, stating the date of filing of the Engineer's Report with the City Clerk; the name of the drainage works; and the date and time of the Council meeting at which the Engineer's Report would be considered. This mailing was completed in concert with the Town of Fort Erie, all as per the requirements of Sections 41(1) & 41(2) of the *Drainage Act R.S.O. 1990* (the Act).

3) STAFF COMMENTS AND DISCUSSIONS

As indicated in Report 2019-81, the Meeting to Consider, which was tentatively set for the Council Meeting of July 22, 2019, is confirmed. At this meeting, Council will be provided with a verbal presentation by the Engineer of record, Neal Morris, P. Eng., of K. Smart Associates Limited, outlining the intricacies of the Schihl drainage works.

The property owners who were notified under Sections 41(1) & 41(2) that choose to attend are to be provided an opportunity to ask questions of the Engineer or express any concerns over the Engineer's Report related to design or any gross errors in the report. Should the Meeting to Consider reveal any errors in the Engineer's Report, Council may refer the report back to the Engineer for reconsideration. However, under no circumstances is Council to refer the Report back to the Engineer regarding assessments. Concerns related to assessment are a function of the Court of Revision, said process to occur within 60 days of the Meeting to Consider.

As per Section 97 of the Act with respect to the Court of Revision, two members are to be appointed by the Council of the City of Port Colborne and one by the Council of the Town of Fort Erie. A recommendation to that effect is contained in the recommendation section of this report.

An agenda to guide Council through the Meeting to Consider along with key notes will be provided.

4) **OPTIONS AND FINANCIAL CONSIDERATIONS**

a) **Do nothing.**

This is not an option as the City is mandated by the Act to ensure that Municipal Drain Reports are kept up to date for future maintenance.

b) **Other Options**

An up to date Engineer's Report allows for drain maintenance and roadside ditching programs, which allows staff to provide a reasonable level of service moving forward. All administration and financing is borne by the City of Port Colborne as the initiating municipality. Once the report is adopted and the construction is completed, the financing or cost of the project will be expensed to the Town of Fort Erie for their proportionate share, and to the City of Port Colborne property owners, according to the assessment schedule contained in the report. There will, of course, be some assessment to the general levy for City-owned roads and properties within the watershed.

5) **COMPLIANCE WITH STRATEGIC PLAN INITIATIVES**

The Municipal Drain Maintenance Strategic Planning is currently in progress. This project is in compliance with all City legislative requirements.

6) **ATTACHMENTS**

Engineer's Report and aerial plan view of the Schihl Municipal Drain.

7) **RECOMMENDATION**

That the Mayor and Clerk be directed to execute a by-law to provisionally adopt the Schihl Municipal Drain Engineer's Report, dated March 28, 2019, prepared by Neal Morris, P. Eng. of K. Smart Associates Limited, under Section 4, Chapter D.17 of the *Drainage Act R.S.O. 1990*.

That staff be directed to advance the Schihl Municipal Drain Engineer's Report to that of the Court of Revision, as per Section 46(1), Chapter D.17 of the *Drainage Act R.S.O. 1990*.

That Councillor _____ and Councillor _____ be appointed as a member of the Schihl Municipal Drain Court of Revision and Councillor _____ be appointed as an alternate.

8) SIGNATURES

Prepared on July 12, 2019



Alana Vander Veen
Drainage Superintendent

Reviewed by:



Chris Lee
Director of Engineering and Operations

Reviewed and respectfully submitted by:



C. Scott Luey
Chief Administrative Officer

Reviewed by:



Brenda Garrett
Director of Corporate

ENGINEERING REPORT

For

SCHIHL DRAIN

**Town of Fort Erie
and
City of Port Colborne**

(Geographic Townships of Bertie & Humberstone)

Region of Niagara

Date: March 28, 2019

File No. 02-210



K. SMART ASSOCIATES LIMITED

Kitchener

Sudbury

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TABLE OF CONTENTS

| | | |
|------|---|----|
| 1 | EXECUTIVE SUMMARY | 1 |
| 2 | BACKGROUND | 2 |
| 3 | DRAINAGE HISTORY | 2 |
| 4 | INVESTIGATION | 3 |
| 4.1 | On-Site Meeting | 3 |
| 4.2 | Site Examination and Survey | 4 |
| 4.3 | Watershed Description | 4 |
| 5 | AUTHORITY FOR REPORT | 4 |
| 6 | DESIGN CONSIDERATIONS | 5 |
| 6.1 | Sufficient Outlet | 5 |
| 6.2 | Drain Capacity (Sizing) | 5 |
| 6.3 | Soil Conditions | 5 |
| 7 | MEETING(S) | 5 |
| 7.1 | Public Information Meetings | 5 |
| 7.2 | Other Meetings | 9 |
| 8 | ENVIRONMENTAL CONSIDERATIONS | 9 |
| 8.1 | Agency Notification | 9 |
| 8.2 | Agency Responses | 9 |
| 9 | RECOMMENDED WORK | 10 |
| 9.1 | Culverts | 10 |
| 9.2 | Changes to the Drain After the Bylaw is Passed | 12 |
| 10 | CONSTRUCTION CONSIDERATIONS | 12 |
| 10.1 | Utilities and Pre-Construction Approvals | 12 |
| 10.2 | Construction Scheduling | 13 |
| 10.3 | Minor Adjustments During Construction | 13 |
| 10.4 | Substantial Alterations to the Drain | 13 |
| 10.5 | Alignment of Drains | 13 |
| 11 | DRAWINGS AND SPECIFICATIONS | 13 |
| 11.1 | Drawings | 13 |
| 11.2 | Specifications | 14 |
| 12 | COST ESTIMATE | 14 |
| 12.1 | Allowances | 14 |
| 12.2 | Construction Cost Estimate | 15 |
| 12.3 | Engineering Cost Estimate | 16 |
| 12.4 | Estimate of Section 73 Costs | 16 |
| 12.5 | Harmonized Sales Tax | 17 |
| 12.6 | Estimated Cost Summary | 17 |
| 13 | ASSESSMENTS | 19 |
| 13.1 | Calculation of Assessments | 19 |
| 13.2 | Benefit Assessments (Section 22 and 24) | 20 |
| 13.3 | Outlet Liability Assessments (Section 23) | 21 |
| 13.4 | Increased Cost (Special) Assessments (Section 26) | 21 |
| 13.5 | Assessment Schedules | 22 |
| 14 | GRANT | 23 |
| 15 | PRIVACY OF LANDS | 24 |
| 16 | MAINTENANCE | 24 |
| 16.1 | General | 24 |
| 16.2 | Updating Future Maintenance Schedules | 24 |
| 16.3 | Culvert Maintenance | 25 |
| 17 | BYLAW | 25 |

ATTACHMENTS

SCHEDULE A – SCHEDULE OF ASSESSMENTS

SCHEDULE B – SCHEDULE OF ASSESSMENTS FOR MAINTENANCE

SCHEDULE C – SCHEDULE FOR ACTUAL COST BYLAW

APPENDIX A – CALCULATION OF ASSESSMENTS FOR SCHEDULE A

APPENDIX B – CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE

SPECIFICATIONS

- Section 200 - General Conditions
- Section 300 - Special Provisions (See Drawing 11)

- Section 400 - Standard Specifications for Construction of Drains
 - Section 410 - Standard Specifications for Open Drains
- DRAWINGS 1 TO 12

Definitions:

- “Act” means The Drainage Act RSO 1990
- “CSP” means Corrugated Steel Pipe
- “Drain” means Schihl Drain
- “Grant” means grant paid under Agricultural Drainage Infrastructure Program
- “HDPE” means High Density Polyethylene
- “OMAFRA” means the Ontario Ministry of Agriculture, Food and Rural Affairs
- “Tribunal” means Agriculture, Food and Rural Affairs Appeal Tribunal

| | |
|--|----|
| Table 9.1-1 - Summary of Culverts | 10 |
| Table 12.1-1 - Section 29 Allowance Rates | 14 |
| Table 12.1-2 - Section 30 Allowance Rates | 15 |
| Table 12.1-3 - Summary of Allowances | 15 |
| Table 12.6-1 – Estimated Cost Summary | 15 |
| Table 13.2-1 - Benefit Assessments | 20 |
| Table 13.3-1 - Runoff Factors Table | 21 |
| Table 13.4-1 – Estimated Special Assessments | 22 |



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March 28, 2019

File No. 02-210

SCHIHL DRAIN TOWN OF FORT ERIE And CITY OF PORT COLBORNE

1 EXECUTIVE SUMMARY

This report is prepared pursuant to Section 4 of the Drainage Act RSO 1990 (the Act).

On October 28, 2002 the City of Port Colborne received a petition from several landowners in parts of Lots 2 & 3, Concessions 4 and 5 (Humberstone Twp) for improvements to the Schihl Award Drain. Pursuant to Section 8 of the Act, on November 6, 2002, May 26, 2003 and on November 27, 2017, K. Smart Associates Limited was appointed by resolutions of Council to prepare a report on the petition received on the Schihl Award Drain.

To address the petition received, this report recommends the following:

Excavation/Improvement of 3,541m of open drain

The estimated cost of this project is \$392,980.

The watershed served is approximately 299.5 hectares (740.1 acres).

Assessment schedules are provided for construction and future maintenance of the drainage works.

- Schedule A shows the assessment of the total estimated cost
- Schedule B will be used for prorating future maintenance cost
- Schedule C will be used for levying the final cost of the Drain and it indicates estimated net assessments after deducting grants and allowances where applicable.
- Appendix A illustrates the calculation of the assessments outlined in Schedule A.
- Appendix B illustrates the calculation of the assessments outlined in Schedule B.

2 BACKGROUND

On October 28, 2002, the City of Port Colborne had received a petition from landowners for drainage improvements for the Schihl Award Drain watershed in Lots 1 to 3, Concessions 4 and 5 (Humberstone Twp).

A letter was received from the City to K. Smart Associates Limited dated November 6, 2002 along with a copy of the petition. KSAL was to analyze the petition and set up an on-site meeting.

The first (on-site) meeting was held on December 4, 2002.

In late 2002-early 2003, an Engineering Services Agreement for the Schihl Drain was received from the City. The agreement was signed by John Kuntze, P.Eng. on May 6, 2003 and sent to the City.

In a letter dated June 23, 2003, KSAL was appointed by City of Port Colborne in Bylaw 4378/51/03 dated May 26, 2003 to authorize the City to enter into the agreement with K. Smart Associates Limited for the Schihl Drain. We have considered this to be an appointment as per the signed agreement by John Kuntze, P.Eng.

On February 1, 2007 a letter was sent to the City changing the Engineer from John Kuntze, P. Eng. to Chris Allen, P.Eng.

In accordance with Section 8(2) of the Act, on December 6, 2017 a letter was sent to the City changing the Engineer to Neal Morris, P.Eng.

A letter dated December 13, 2017 was received from the City appointing Neal Morris, P.Eng. in a resolution from the City on November 27, 2017, to prepare a drainage report for repair, improvement and incorporation of the Schihl Award Drain. This re-appointment became necessary due to an incorrect or incomplete appointment at the outset of this project, circa 2002, and to recognize the current Engineer of record, Neal Morris, P.Eng. This appointment was effective immediately and all requirements of the Drainage Act, RSO 1990 are considered to have been met at the time of the previous appointment of John Kuntze, P. Eng.

3 DRAINAGE HISTORY

There is an existing ditch that outlets into the St. John's Marsh Drain 2016, in Lot 14, Concession 14 NR (Bertie Twp) in the Town of Fort Erie, that is known as the Schihl Award Drain.

The Schihl Award Drain was constructed in accordance with a report of George Ross, P.Eng. dated September 17, 1909. It commenced at the St.'s John's Marsh Drain and continued westerly in Lot 14, Concession 14 NR and in Lots 13 and 14, Concessions 15 NR and 16 NR (Bertie Twp, now in the Town of Fort Erie) to the Townline Road (now Holloway Bay Road), then continued westerly in Lots 1 and 2,

Concession 5 (Humberstone Twp, now in the City of Port Colborne) then south along the east side of Road Lots 2-3 (now Regional Road 98 (Schi hl Road) and then west across the road. It was all open ditch and was 11,521' (3,511.6m) in length.

4 INVESTIGATION

4.1 On-Site Meeting

An on-site meeting was conducted on December 4, 2002. The meeting was held to review the drainage concerns with the affected landowners. All of the landowners in the watershed of the Schi hl Award Drain in the City of Port Colborne and Town of Fort Erie were notified. The meeting was held at 7:00 p.m. at the Port Colborne City Hall.

Those present and items discussed were as follows:

R. Singleton (Roll No. 13-086)

He indicated that several acres flood out.

He owns 15 acres. He has no buildings. The land is forest and marsh. There is a stone bridge on College Road. Done temporary work to get access for horse trail. He uses the property for cutting wood.

Mr. Noordhoer (776542 Ont. Ltd.) (Roll No's. 6-113, 6-072-15, 6-075, 6-121)

He has owned the property since 1958 and owns 4 parcels. In Lots 1 and 2, he indicated that several years ago, his tenant cleaned out the top end. There are no culverts and no need for them as he is surrounded by rock. Through the bush there is no path. One culvert is needed for work. The tenant made a ditch across the corner, along the bush. There are two ditches across Lot 3. None at Vallee's property. Along the road, ditch was cleaned, full of cattails, done by Region. Doesn't get much off the railroad. He thinks Anderson goes other way.

Mr. Koabel (Roll No. 6-119)

Clean culvert under tracks, been tiling to the front, been difficult for him to go east. Doesn't require drain to his property, just needs outlet into road ditch.

Mr. Harnach (Roll No. 6-114)

He gets no runoff from Harnach property.

Mr. Bertin (Roll No. 31-148) (now Swinson Property)

The creek is on his property. The land is much higher and the land falls into the creek. Even during flooding, his land is dry. No flooding. Large 5' dia. cast iron culvert through. He rents out his property.

R. Charron (Roll No. 31-094)

Residential. No comments.

Schihl Road (Region of Niagara)

Intermittent, dry most of the year. Road ditches along College Road flow east to St. John's Marsh Drain.

Equestrian do fund raising.

Water lays north of College, until August.

Unknown

Defined channel downstream of railroad. Just needs to be brushed and not graded.

Lee-Ann Hamilton (Niagara Peninsula Conservation Authority) (NPCA)

Fish habitat information collected for this drain which is consistent with a Class F drain.

4.2 Site Examination and Survey

The route of the existing Schihl Award Drain was examined in December 2002 and March 2003. A survey was undertaken in April-May 2003. A topographic (Total Station, GPS) survey was done in June and September 2004 and January 2018.

4.3 Watershed Description

The perimeter watershed of the Drain has been established based on site investigation, topographic data and historical reports.

The watershed area is approximately 59% agricultural lands, 25% forested lands, 12% residential lands and 4% roads.

The Schihl Drain has common watershed with the Young Drain, Tee Creek Drain 1993 and the Henry Drain 2006. The Schihl Drain lies within the greater watersheds of the St. John Marsh Drain 2016 and Black Creek Drainage Workes 2015.

5 AUTHORITY FOR REPORT

Section 4 of the Drainage Act provides for construction of new drainage works for an area requiring drainage. As a result of the analysis of the petition and of discussions at the on-site meeting and on-site examination, the area requiring drainage was determined to be the north part of Lots 1 to 3, Concession 4 and Lots 1 to 3, Concession 5, Humberstone Twp, now part of the City of Port Colborne. The signatures on the petition represent greater than 60% of the area in the area requiring drainage, thus the petition is valid in accordance with Section 4(1)(b) of the Drainage Act.

The Engineering Services Agreement and Bylaw 4378/51/03 dated May 26, 2003, and the letter from the City dated December 13, 2017, are the authorizations to prepare the report for the Schihl Drain.

6 DESIGN CONSIDERATIONS

6.1 Sufficient Outlet

Section 15 of the Act requires that proposed work be continued downstream to a sufficient outlet. Section 1 of the Act defines sufficient outlet as “a point at which water can be discharged safely so that it will do no damage to lands or roads.” For this project, it was determined that the St. John’s Marsh Drain 2016, which outlets into Black Creek Drain, provides sufficient outlet and will allow the proposed works to function as intended.

6.2 Drain Capacity (Sizing)

The recommended open ditch is designed for a 2 year storm event which provides adequate depth for tile drain outlets. It is customary for open municipal drains serving agricultural or rural lands to be sized for a 2-year storm. The ditch has been also sized to protect buildings from a 25-year storm event.

Laneway culverts are designed for the 5-year storm.

Municipal road crossings are designed for the 10-year storm.

Regional Road crossings are designed for the 25-year storm.

Railway crossing is designed so as to not overtop in a 100-year storm event.

This approach is in accordance with the “Guide for Engineers Working Under the Drainage Act in Ontario” OMAFRA Publication 852 and is in accordance with the Drainage Act.

6.3 Soil Conditions

The Region of Niagara soils map for this area indicates that the soils adjacent to this drain are lacustrine heavy clay and silty clay over clay loam till.

Based on available information, no adverse subsurface conditions are expected on this project and the use of conventional construction equipment is anticipated.

Refer to the Standard Specifications for drain construction procedures when adverse subsurface conditions are encountered.

7 MEETING(S)

7.1 Public Information Meetings

February 24, 2004 (Second Meeting)

A meeting was held with all landowners, etc. in the watershed to discuss the minimum work required from the head of the drain from Forkes Road in the City of Port Colborne to just east of Burger Road in the Town of Fort Erie, and possible further work across and downstream of Point Abino Road.

Discussions with the landowners at the meeting indicated that the entire drain should be cleaned out/deepened and to analyze all existing culverts.

Those present at the meeting and items discussed are as follows:

Present:

Neil Nordic

William Myrmk (Willoyd Ltd.) (Roll No.31-137-01, 31-140)

Lee-Ann Hamilton (NPCA)

Robert Brost (Roll No. 13-162)

Rick Bertin (Roll No. 31-148)

Hanna Van Der Meer (Roll No. 31-141)

Brett Ruck (Town of Fort Erie) (Drainage Superintendent)

Rene Landry (City of Port Colborne)

John Kuntze, P. Eng. (K. Smart Associates Limited)

Items Discussed:

N. Nordic

- No plans to the property
- Concrete under Schihl years ago, filled in
- Townline Road used in summer
- Go south side, then jump to north side

W. Myrmk (31-137-01, 31-140)

- Problems at railroad and Point Abino Road
- Whirlpool created, ditch needs to be increased in size
- 1' over top of culvert
- Improvements upstream will put water on property, wants ditch cleaned out on his property
- 3 to 4 weeks of flooding conditions
- Worried all water is pushed onto them
- 2 to 3 weeks of flooding
- Wants 4' culvert under railroad bigger
- Will not have a problem downstream of railroad, home may have problems
- Who determined where drain was?
- Was to be a stream from Beardwood woodlot east, stopped at Burger Road

R. Bertin (31-148)

- Outlet of railroad is not backed up
- Will more water pile up or at railroad?
- (John – If culvert is not proper, can take a look)
- Worst Conditions
- Does downstream of railroad need to be done?
- Costs to replace culverts?
- Under Section 26
- Cost to go from Point Abino Road to Railroad?

R. Landry (City of Port Colborne)

- Culverts installed by City, costs are not included
- North side clearing preferred
- Won't look at cleaning road ditches unless there is no outlet, waste of money
- 3 years of cleaning, do all road ditches, unofficial policy

H. Van Der Meer (31-141)

- Is there fencing grants for livestock, permanent fencing?
- Relocation of drain is not a problem

R. Brost (31-162)

- Concerns regarding assessments, land drainage
- Feels more land is running south

B. Ruck (Drainage Superintendent, Town of Fort Erie)

- Problems with area
- With new outlet, road ditch maintenance to follow

J. Kuntze, P. Eng.

- Lands will flood, waters will flow away, not all culverts have to be replaced
- No analysis was done, because no concerns raised at first meeting
- Don't want all water to take off at once
- To satisfy petition, clean to railroad, anything downstream of railroad need more interest
- Fort Erie wants ditch downstream of Point Abino Road cleaned out for 400m±
- Would put in a new culvert on a skew, 50 to 60', Section 26, railroad pays
- Cannot address 2 easterly culverts
- Do analysis of Townline Road
- 1500' at 0.1% grade from Point Abino Road, provide better outlet for culverts
- Fort Erie is concerned
- Analysis of Point Abino culverts, rusted?
- Allowances
 - R.O.W
 - Loss of Access
 - 7.5m buffer strip
- Ditch outside of road allowances (Region)
- Move channel away from buildings, restrict livestock access
- Re Option #3
 - Look at Van Der Meer's culvert, flat bottom
 - Livestock out of channel;
 - Minimal excavation work
 - Brushing, allowances, engineering
- Land has to be looked at in terms of potential to be drained

July 11, 2017 (Third Meeting)

A further meeting was held with directly affected landowners in the watershed to discuss the findings/recommendations, preliminary costs, etc. to date.

Discussions with the landowners indicated that more work should be done in the ditch and at Regional Road 98 (Schihi Road) culverts should be investigated.

November 29, 2017 (Fourth Meeting)

On November 29, 2017, a further meeting was held. Those present and their comments are as follows:

Neal Morris, P. Eng. started the meeting and discussed the recommended work, preliminary costs and possible assessments to landowners and roads.

Roll No. 6-121, 6-113, 6-075

- Has drainage issues at minimum ditch to be cleaned out
- Provide estimate of tile drain cost options

Roll No. 31-165-10

- Railway and Burger Road culverts cause water to back up
- Says ditch is very shallow
- Wants culvert
- Can work on north side of ditch to pond then work on the south side opposite of his house.

Roll No. 31-164

- Has flooding problems
- Asked if ditch cleaning will stop his house from flooding

Roll No. 31-165

- Has flooding problems
- Can clean ditch on their property and sod

Roll No. 31-162

- Wanted watershed to be changed.

Town of Fort Erie

- Holloway Bay road culvert may be removed

January 15, 2019 (Fifth Meeting)

A further meeting was held with all landowners in the watershed being notified.

There were discussions with the landowners, City and Town staff present at the meeting:

The status of the investigations to date were presented along with a summary of the proposed/recommended Schihi Drain work and preliminary cost estimates and assessments. Aside from general questions related to the methodology used to determine assessments, there were no requests for design changes.

7.2 Other Meetings

October 28, 2004

A meeting was held with Brett Ruck (Drainage Superintendent, Town of Fort Erie) and KSAL staff to discuss possible work.

- Could get an outlet at old railway if no increased depth required upstream
- Need to clean out 450m± downstream of Point Abino road to get outlet for culverts

March 22, 2007

A status meeting was held with Brett Ruck.

- Initial appointment was by City of Port Colborne for a report on the Schihl Award Drain in Port Colborne.
- Site meetings (December 4, 2002) and surveys completed
- Could obtain outlet for Port Colborne lands at Railroad just east of Burger Road
- Owners in Fort Erie felt further work should be done on award drain in Fort Erie, Town noted possible problem at Point Abino Road
- Site examination and survey completed from Burger Road to St Johns Marsh Drain
- Preliminary design and cost has been completed
- Work remaining
 - Review preliminary cost and assessment for work in Fort Erie with Town and directly affected landowners

8 ENVIRONMENTAL CONSIDERATIONS

8.1 Agency Notification

Contact was made with the Niagara Peninsula Conservation Authority (NPCA), the Ministry of Natural Resources and Forestry (MNRF) and Fisheries and Oceans Canada (DFO) during the process of preparing this report.

8.2 Agency Responses

8.2.1 NPCA

The NPCA did not request an environmental appraisal under Section 6 of the Act. The Conservation Authority received notice of public meetings conducted during the course of this project. On May 22, 2018 and January 14, 2019, meetings were held with NPCA staff at their office and they did not want to deepen the ditch through the

forest on Lot 2 but had no other concerns with the design. A permit is required before construction of the drain.

8.2.2 MNRF

A screening request for species at risk was submitted to MNRF on January 24 2019. We have had no response from MNRF at the time this report was submitted. Preliminary screens show that the drain is part of the Black Creek wetland complex and Small White Lady's-slipe and Eastern Meadowlark (2002) were observed in the area.

8.2.3 DFO

The Schihl Drain is not rated but outlets into a Class C drain under DFO's drain classification system.

A Request for Review was submitted to DFO along with a project description and drawing package on January 30, 2019. We have had no response from DFO at the time this report was submitted. Preliminary findings have indicated the proposed works are not likely to result in serious harm to fish. We have included erosion and sediment control measures.

9 RECOMMENDED WORK

A description of the Drain for construction and future maintenance can be found in the Special Provisions and Drawings.

9.1 Culverts

Table 9.1-1 – Summary of Culverts identifies culverts that are part of the Drain and specifies minimum capacity for future culverts, subject to the approval of the municipality as required by the Maintenance section of this report.

Table 9.1-1 - Summary of Culverts

| Roll Number or Road | Station | Existing Length, Size, and Type | Proposed Recommended | Responsibility |
|----------------------|----------------|--|---|-----------------|
| Point Abino Road | 0+758 to 0+776 | Twin (2) 18m lengths of 1150mm high x 1450mm wide arch CSP's | Twin 18m lengths of 1120mm high x1630mm wide arch CSP's | Road |
| 31-141 | 1+095 | 3 – 5.5m lengths of 900mm dia. CSP's | Twin 6m lengths of 900mm HDPE pipe | Drain |
| 31-996 (old Railway) | 1+743 to 1+760 | 17m of 1200mm dia. steel smooth wall pipe | 17m length of 1200mm dia. steel smooth wall pipe | Utility Railway |

| Roll Number or Road | Station | Existing Length, Size, and Type | Proposed Recommended | Responsibility |
|---|----------------|---|--|----------------|
| Burger Road | 1+890 to 1+899 | 9m of 1.85m wide x 0.75m high concrete culvert (no concrete bottom) | Twin 9m lengths of 1200mm CSP's aluminized or twin 970mm high x 1390mm wide arch CSP's aluminized | Road |
| 31-165-10 | 2+055± | None | Twin (2) 4m lengths of 600mm dia. HDPE pipe (low flow crossing) (to be constructed by this report) | Drain |
| Holloway Bay Road | 2+473 to 2+483 | 10m of 1.85m wide x 0.65m high concrete culvert with headwalls (no concrete bottom) | 10m lengths of 750mm and 900mm dia. HDPE pipes | Road |
| Reg. Road 98 (Schihi Road) | 3+490 to 3+504 | 12.6m of 600mm dia. CSP | 14m lengths of 750mm and 900mm dia. PPE pipes | Road |
| Reg. Road 98 (Forkes Road E) | 3+525 to 3+537 | 12m of 900mm high x 1600mm wide arch CSP | 14m lengths of 750mm and 900mm dia. PPE pipes | Road |
| Minimum capacity for future culverts, subject to municipality approval. | | | | |
| 31-086 | 0+000 to 0+150 | None | Twin 6m lengths of 1050mm HDPE pipe | Drain |
| 31-087 | 0+150 to 0+300 | None | Twin 6m lengths of 1050mm HDPE pipe | Drain |
| 31-088 | 0+300 to 0+395 | None | Twin 6m lengths of 1050mm HDPE pipe | Drain |
| 31-089 | 0+395 to 0+485 | None | Twin 6m lengths of 1050mm HDPE pipe | Drain |
| 31-094 | 0+485 to 0+754 | None | Twin 6m lengths of 1050mm HDPE pipe | Drain |

| Roll Number or Road | Station | Existing Length, Size, and Type | Proposed Recommended | Responsibility |
|---------------------|----------------|---------------------------------|--|----------------|
| 6-113 | 2+488 to 3+175 | None | 6m length of 1500mm CSP or triple 6m lengths of 900mm HDPE pipes | Drain |

Based on the responsibility noted above, culverts constructed under this report are assessed as follows:

- Drain – 50% to the listed roll number and 50% to the upstream watershed
- Road – special assessment to the road authority per Section 26
- Road/Utility – 50% to the affected utility and 50% to the road authority
- Owner – 100% to the listed roll number

Refer to the Maintenance section of this report for instructions regarding assessing future culvert maintenance costs.

9.2 Changes to the Drain After the Bylaw is Passed

If a substantial addition, deletion, or change is made to the drain proposed in this report, a revised report can be prepared and processed through the Act, or an application can be made under the Act to the Drainage Tribunal to recognize the substantial addition, deletion or change. The application to the Tribunal must occur before final costs are levied.

10 CONSTRUCTION CONSIDERATIONS

10.1 Utilities and Pre-Construction Approvals

Before starting work, the Contractor shall ensure all public utilities are located and shall contact all landowners along the proposed drain route to determine the location of any private utilities. The Contractor is responsible for determining there are no utility conflicts for the proposed drainage works. No permits are required for the proposed work.

Utilities exist along Burger Road and Regional Road 98 but no conflicts are anticipated for the new Drain crossing across the road due to its close proximity to the existing crossing.

Work at Regional Road 98 road allowance is subject to approval and coordination with the Region of Niagara Roads Department.

10.2 Construction Scheduling

Construction cannot commence until 10 days after a bylaw to adopt this report is given third reading in accordance with the Act.

10.3 Minor Adjustments During Construction

Minor changes to the drain may be made during construction if the changes are approved by the Engineer and the Municipality in accordance with the Specifications in this report. Such changes must occur before final costs are levied.

Additional work desired by landowner(s) which is not part of the drainage works may be arranged with the Contractor provided the cost of the work is paid by the landowner(s) and the additional work is reviewed by the Engineer in advance. Such additional work is not part of the drainage works for future maintenance.

10.4 Substantial Alterations to the Drain

Any alterations that would affect the function of the drain which are requested by landowners, agencies or other authorities after the bylaw is passed cannot be undertaken unless the report is amended.

10.5 Alignment of Drains

All drains shall be constructed and maintained generally to the alignment as noted on the plans and specified by the Special Provisions. In the absence of survey bars, existing fences and similar boundary features are assumed to represent property lines.

Should landowners desire a more precise location for the drains in relation to their property line or if there is a dispute about the location of any property line, it is recommended that landowners obtain a legal survey at their own cost prior to construction.

11 DRAWINGS AND SPECIFICATIONS

11.1 Drawings

The location of the Drain, watershed boundary and the affected properties are shown on Drawing No. 1 included with this report. The numbers adjacent to the drain are station numbers which indicate in metres the distance along the drain from the outlet.

The profiles for the Drain are on Drawings 2 to 4. The profiles show the depth and grade for proposed work and future maintenance. Drawings 5 to 10 contain

additional details and cross-sections. Drawings No. 11 and 12 contain the Special Provisions and Standard drawings for construction and maintenance of the Drain.

11.2 Specifications

This report incorporates the General Conditions, Standard Specifications and Special Provisions listed in the Table of Contents which govern the construction and maintenance of the drain.

12 COST ESTIMATE

The estimated cost of this project includes allowances to owners, the construction cost, the engineering cost and other costs associated with the project.

12.1 Allowances

Sections 29 to 33 of the Drainage Act provides for allowances (compensation) to owners affected by proposed drain construction. On this project, there are only allowances for Sections 29 and 30.

12.1.1 Section 29 – Right of Way

Section 29 provides for payment of an allowance to landowners for right of way required for construction and maintenance of the new drain. This allowance compensates the owners for land to accommodate the drain, access routes to the drain and for a corridor along the drain for construction and maintenance purposes. Current municipal assessment rolls were reviewed to establish land values for computing right of way allowances. Section 29 allowances are based on the rates in the following Table.

Table 12.1-1 - Section 29 Allowance Rates

| Land Use | Area Land Value |
|------------------|------------------------|
| Cultivated Lands | \$ 3.11/m ² |
| Bush Lands | \$ 2.46/m ² |

There is a minimum Section 29 (R-O-W) allowance of \$100.

12.1.2 Section 30 - Damages

Section 30 provides for payment of an allowance to landowners along the drain for damages caused by the construction of the drain. Where separate access routes to the working area are specified in this report, Section 30 allowances also account for access route damage. In agricultural areas, crop damages are computed based on published crop values and declining productivity loss in the years following construction. For this project, Section 30 allowances are based on the following rates:

Table 12.1-2 - Section 30 Allowance Rates

| Land Use | Area Land Value |
|------------------|------------------------|
| Cultivated Lands | \$ 0.43/m ² |
| Bush Lands | 0.22/m ² |

There is a minimum Section 30 (damage) allowance of \$100.

The table below summarizes the dimensions and amounts of the allowances to be provided under this report.

Table 12.1-3 - Summary of Allowances

| Roll Number | R.O.W. | Sec 29 | Damages | Sec 30 | Total |
|--|--------|---------------|---------|---------------|----------------|
| | Width | | Width | | |
| | (m) | (\$) | (m) | (\$) | (\$) |
| Town of Fort Erie (27-03-020-0) (Former Township of Bertie) | | | | | |
| 31-086 | 10 | 3,700 | 15 | 500 | 4,200 |
| 31-087 | 10 | 3,700 | 15 | 500 | 4,200 |
| 31-088 | 10 | 2,300 | 15 | 300 | 2,600 |
| 31-089 | 10 | 2,200 | 15 | 300 | 2,500 |
| 31-094 | 10 | 6,600 | 15 | 1,800 | 8,400 |
| 31-140 | 10 | 12,300 | 15 | 2,000 | 14,300 |
| 31-141 | 10 | 11,600 | 15 | 2,400 | 14,000 |
| 31-146 | 5 | 1,400 | 10 | 200 | 1,600 |
| 31-147 | 5 | 1,400 | 10 | 500 | 1,900 |
| 31-148 | 5 | 1,400 | 10 | 500 | 1,900 |
| 31-165 | 10 | 3,700 | 15 | 900 | 4,600 |
| 31-165-10 | 10 | 11,100 | 15 | 1,600 | 12,700 |
| 31-996 | -- | 0 | 15 | 300 | 300 |
| City of Port Colborne (27-11-040-00) (Former Twp of Humberstone) | | | | | |
| 6-075 | 7.5 | 100 | 10 | 100 | 200 |
| 6-113 | 10 | 26,500 | 15 | 4,600 | 31,100 |
| 6-121 | 7.5 | 200 | 10 | 100 | 300 |
| TOTAL ALLOWANCES: | | 88,200 | | 16,600 | 104,800 |

In accordance with Section 62(3) of the Act, the allowances shown may be deducted from the final assessment levied. Payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted at the conclusion of construction.

12.2 Construction Cost Estimate

The estimated cost for Labour, Equipment and Materials to construct the proposed drain is outlined in detail in Estimated Costs Summary in Table 12.6-1 - Estimated Cost Summary. The construction cost estimate is based on recent costs for

comparable work. A contingency amount is included to cover additional work that may be required due to field conditions or minor alterations to the project.

The contract for the drain will be awarded by public tender. If the contract price is more than 33% over the engineer's estimate, Section 59 of the Act requires a Council meeting with the assessed landowners to determine if the project should proceed.

12.3 Engineering Cost Estimate

Engineering costs include report preparation and attending the Council meeting to consider report and the Court of Revision

Construction Phase Services may include: preparing tender documents and tender call, review of tenders, attending pre-construction meeting, periodic construction inspection, payments, final inspection, post construction follow-up, final cost analysis and preparation of the grant application.

The cost for report preparation is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal which would result in additional costs. The amount shown for meetings is an estimate. Final cost will be based on the actual time required for meetings. The estimate shown for construction phase services is based on past experience and assumes good construction conditions and a Contractor who completes the construction in an efficient manner. The final cost for the construction phase will vary as per the actual time spent during and following drain construction. Engineering costs are summarized in Table 12.6-1 - Estimated Cost Summary.

12.4 Estimate of Section 73 Costs

Section 73(2) and 73(3) of the Act direct that the cost of services provided by Municipal staff and Council to carry out the Act process shall not form part of the final cost of the drain. However, Section 73(1) outlines that the following costs incurred by the Municipality can be included in the cost of the drain: "*cost of any application, reference or appeal and the cost of temporary financing.*"

The estimate of Section 73 costs is included to cover the above referenced items from Section 73(1) and primarily provides for interest charges on financing the project until it is completed. This cost estimate may not be adequate to cover legal or engineering costs incurred by or assessed to the municipality should the project be appealed beyond the Court of Revision though such costs will form part of the final drain cost.

Grant policy indicates that Municipal cost for photo-copying and mailing required to carry out the required procedures under the Act can be included in the final drain cost. This cost estimate includes an allowance for these costs.

Section 73 costs are summarized in Table 12.6.1 Estimate Cost Summary.

12.5 Harmonized Sales Tax

The Harmonized Sales Tax (HST) will apply to most costs on this project. The Municipality is eligible for a partial refund on HST paid, the net 1.76% HST is included in the cost estimates in this report.

12.6 Estimated Cost Summary

Table 12.6-1 - Estimated Cost Summary

| DESCRIPTION | | | | | | FINAL COST |
|-----------------------------------|----------------|---|----------------|----------|------------|------------|
| ALLOWANCES (from Table 12.1-3): | | | | | | \$104,800 |
| CONSTRUCTION COST ESTIMATE | | | | | | |
| Item | Stations | Description | Unit | Quantity | Unit Price | Cost |
| i) Main Drain | | | | | | |
| 1 | 0+00 to 0+050 | No work required | | | | \$ 0 |
| 2 | 0+050 to 0+485 | Power brushing 10m width on south side of drain | m ² | 4,350 | 2 | 8,700 |
| 3 | 0+050 to 0+758 | 708m of ditch cleanout, 2.5m wide bottom, 2:1 side slopes. Level spoil on south side of drain including incidental brushing Sta. 0+485 to 0+754 | m | 708 | 20 | 14,200 |
| 4 | 0+050 to 0+758 | Seeding of ditch banks (5m sides) | m ² | 3,540 | 1 | 3,500 |
| 5 | 0+752 | Construct permanent rock sediment trap with 10m ² of riprap | each | 1 | 2,200 | 2,200 |
| 6 | 0+754 to 0+784 | No work required. Existing twin (2) 18m lengths of 1150mm high x 1450mm wide arch CSP culverts to be incorporated | | | | 0 |
| 7 | 0+776 to 1+050 | 274m of ditch cleanout, 2m wide bottom, 2:1 side slopes. Level spoil on south side including incidental brushing | m | 274 | 20 | 5,500 |
| 8 | 0+776 to 1+050 | Seeding of ditch banks (5m sides) | m ² | 1,370 | 1 | 1,400 |
| 9 | 1+050 to 1+743 | Excavate 693m of ditch, 2m wide bottom, 2:1 side slopes. Level spoil on south/north side | m | 693 | 20 | 13,900 |
| 10 | 1+050 to 1+743 | Seeding of ditch banks (4m sides) | m ² | 2,772 | 1 | 2,800 |
| 11 | 1+095 | Clean through existing 3 - 5.5m lengths of 900mm CSP culverts to design grade | m | 12 | 40 | 500 |
| 12 | 1+100 to 1+743 | Power brush in ditch and 10m on south side/north side | m ² | 5,060 | 2 | 10,100 |
| 13 | 1+743 to 1+760 | Clean through railway 1200mm dia. culvert to design grade (17m length) | m | 17 | 40 | 700 |
| 14 | 1+760 to 1+890 | Excavate 130m of ditch, 2.0m wide bottom, 2:1 side slopes. Level spoil on south side | m | 130 | 20 | 2,600 |
| 15 | 1+760 to 1+884 | Seeding of ditch banks (3m sides) | m ² | 372 | 1 | 400 |

| DESCRIPTION | | | | | | | FINAL COST |
|-------------|----------------|---|----------------|-------|--------|--------|------------|
| 16 | 1+760 to 1+884 | Power brushing in ditch and 5m on north side | m ² | 1,240 | 2 | 2,500 | |
| 17 | 1+880 | Construct permanent rock sediment trap with 10m ³ of riprap | each | 1 | 2,200 | 2,200 | |
| 18 | 1+889 to 1+899 | Install 10m of 750mm dia. HDPE pipe beside existing culvert across road by open cut including restoration | L.S. | 1 | 20,000 | 20,000 | |
| 19 | 1+904 to 2+317 | Power brushing in ditch and 10m on south side | m ² | 4,130 | 2 | 8,300 | |
| 20 | 1+899 to 2+468 | Excavate 569m of ditch, 2, wide bottom, 2:1 side slopes. Level spoil on south side | m | 569 | 20 | 11,300 | |
| 21 | 1+904 to 2+468 | Seeding of ditch banks (4m sides) | m ² | 2,256 | 1 | 2,300 | |
| 22 | 2+055± | Construct low flow crossing with twin (2) 4m lengths of 600mm dia. HDPE pipes and 40m ² of riprap | L.S. | 1 | 4,000 | 4,000 | |
| 23 | 2+478 | Clean through road culvert to design grade (10m length) and ditch at both ends | m | 20 | 40 | 800 | |
| 24 | 2+484 to 2+625 | Power brushing in ditch and 10m on south side | m ² | 1,410 | 2 | 2,800 | |
| 25 | 2+488 to 2+625 | Excavate 137m of ditch, 1.5m wide bottom, 2:1 side slopes. Level spoil on south side | m | 137 | 20 | 2,800 | |
| 26 | 2+488 to 2+625 | Seeding of ditch banks (4m sides) | ha | 548 | 1 | 600 | |
| 27 | 2+625 to 3+010 | Power brushing 10m of ditch | m ² | 3,850 | 2 | 7,700 | |
| 28 | 2+625 to 3+010 | 385m of debris removal | m | 385 | 8 | 3,100 | |
| 29 | 3+010 to 3+175 | Excavate 165m of ditch, 1.5m wide bottom, 2:1 side slopes. Level spoil on south side | m | 165 | 20 | 3,300 | |
| 30 | 3+010 to 3+175 | Seeding of ditch banks (4m sides) | m ² | 660 | 1 | 700 | |
| 31 | 3+175 to 3+200 | Excavate 25m of ditch, 1.5m wide bottom, 2:1 side slopes. Level spoil on east side | m | 25 | 20 | 500 | |
| 32 | 3+175 to 3+200 | Seeding of ditch banks (2m sides) | m ² | 50 | 1 | 100 | |
| 33 | 3+170 | Construct permanent rock sediment trap with 10m ³ of riprap | each | 1 | 2,200 | 2,200 | |
| 34 | 3+200 to 3+490 | Excavate 290m of ditch, 0.9m wide bottom, 1.5:1 side slopes. Level spoil on east side | m ² | 20 | 290 | 5,800 | |
| 35 | 3+200 to 3+490 | Seeding of ditch banks (2m sides) | m ² | 1 | 580 | 600 | |
| 36 | 3+490 to 3+504 | Remove and dispose of existing culvert and install 14m lengths of 750mm and 900mm dia. PPE pipes across road by open cut, including restoration. Taper 5m of ditch at downstream and upstream ends. | L.S. | 1 | 25,000 | 25,000 | |

| DESCRIPTION | | | | | | | FINAL COST |
|---|----------------|--|----------------|----|--------|------------------|------------|
| 35 | 3+504 to 3+525 | Excavate 21m of ditch, 0.9m wide bottom, 1.5:1 side slopes. Level spoil on north side | m | 21 | 20 | 500 | |
| 36 | 3+504 to 3+525 | Seeding of ditch banks (2m sides) | m ² | 42 | 1 | 100 | |
| 37 | 3+525 to 3+537 | Remove and dispose of existing culvert and install 12m lengths of 750mm and 900mm dia. PPE pipes across road by open cut, including restoration. Taper 5m of ditch at downstream and upstream ends | L.S. | 1 | 25,200 | 25,200 | |
| Sub Total Part i) | | | | | | 198,900 | |
| ii) Contingencies | | | | | | | |
| 38 | | Lump sum contingency allowance | L.S. | 1 | 20,000 | 20,000 | |
| Net HST (1.76%) | | | | | | 3,850 | |
| TOTAL CONSTRUCTION COST ESTIMATE: | | | | | | 222,750 | |
| ENGINEERING COST ESTIMATE | | | | | | | |
| Report Preparation | | | | | | 35,818 | |
| Consideration of Report Meeting | | | | | | 700 | |
| Court of Revision | | | | | | 300 | |
| Construction Phase Services | | | | | | 18,182 | |
| Net HST (1.76%) | | | | | | 965 | |
| TOTAL ENGINEERING COST ESTIMATE: | | | | | | 55,965 | |
| SECTION 73 (OTHER) COSTS ESTIMATE | | | | | | | |
| Printing (50 KSAL plus 950 Town) | | | | | | 1,000 | |
| Printing of Tender Documents | | | | | | 200 | |
| Agencies Permit Fee | | | | | | 1,000 | |
| Interest estimate | | | | | | 3,400 | |
| Unforeseen costs | | | | | | 3,700 | |
| Net HST (1.76%) | | | | | | 165 | |
| TOTAL SECTION 73 (OTHER) COSTS ESTIMATE: | | | | | | 9,465 | |
| TOTAL ESTIMATED COST: | | | | | | \$392,980 | |

13 ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24) and Increased Cost (Section 26). On this project assessment for Benefit, Special Benefit, Outlet Liability and Increased Cost (Special) Assessment are involved.

13.1 Calculation of Assessments

The method of calculating the assessments for the Drain is illustrated in Appendix A which has been included with this report. Appendix A divides the drain into intervals. The estimated cost for each interval is then determined. For each interval

the first step in the assessment calculation is to determine the benefit assessment to the affected lands and roads, then special assessments to roads and utilities are determined, where applicable. After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed.

13.2 Benefit Assessments (Section 22 and 24)

Section 22 benefits were determined based on the estimated value the drain provides to the property and are not proportional to watershed area.

Section 24 special benefit is assessed to lands where additional work or features are requested that have no effect on the function of the drain. Special benefit examples include hauling spoil offsite, aesthetic features and installing lateral drains. Non-grantable benefits relate to work that is not eligible for Grant according to the current OMAFRA policy. Non-proratable benefits are not used to determine the actual cost factor for the final cost levy. Some examples would be lateral drains, culverts or hauling of spoil. Columns with non-grantable and non-proratable are used to complete the final assessment. Table 13.2-1 - Benefit Assessments provides a summary of the benefit assessments. The Special Benefit to Roll No. 31-165-10 is for ½ of the cost of the new low flow crossing at Sta. 2+055±.

Table 13.2-1 - Benefit Assessments

| Roll Number (Owner) | Location (Interval) | Section 22 | Section 24 | Total Benefit | Non-grantable | Non-proratable |
|---|---------------------|------------|------------|---------------|---------------|----------------|
| 31-086 | 1 | 5,300 | - | 5,300 | - | - |
| 31-087 | 1 | 5,300 | - | 5,300 | - | - |
| 31-088 | 1 | 3,300 | - | 3,300 | - | - |
| 31-089 | 1 | 3,200 | - | 3,200 | - | - |
| 31-094 | 1 | 9,400 | - | 9,400 | - | - |
| 31-141 | 1 | 4,900 | - | 4,900 | - | - |
| Point Abino Road | 1 | 16,000 | - | 16,000 | - | - |
| 31-140 | 2 | 18,200 | - | 18,200 | - | - |
| 31-141 | 2 | 16,800 | - | 16,800 | - | - |
| 31-146 | 2 | 4,100 | - | 4,100 | - | - |
| 31-147 | 2 | 5,500 | - | 5,500 | - | - |
| 31-148 | 2 | 6,200 | - | 6,200 | - | - |
| 31-996 | 2 | 16,000 | - | 16,000 | - | - |
| Burger Road | 2 | 16,000 | - | 16,000 | - | - |
| 31-165 | 3 | 5,600 | - | 5,600 | - | - |
| 31-165-10 | 3 | 15,300 | 2,000 | 17,300 | - | 2,000 |
| ½ Holloway Bay Road (Town of Fort Erie) | 3 | 8,000 | - | 8,000 | - | - |

| Roll Number (Owner) | Location (Interval) | Section 22 | Section 24 | Total Benefit | Non-grantable | Non-proratable |
|---|---------------------|------------|------------|---------------|---------------|----------------|
| ½ Holloway Bay Road (City of Port Colborne) | 3 | 8,000 | - | 8,000 | - | - |
| 6-113 | 3 | 5,300 | - | 5,300 | - | - |
| 6-113 | 4 | 33,500 | - | 33,500 | - | - |
| Reg. Road 98 (Schihl Road) | 4 | 23,300 | - | 23,300 | - | - |
| 6-121 | 4 | 600 | - | 600 | - | - |
| Reg. Road 98 (Schihl Road and Forkes Road) | 5 | 20,100 | - | 20,100 | - | - |
| 6-075 | 5 | 1,400 | - | 1,400 | - | - |
| 6-113 | 5 | 3,300 | - | 3,300 | - | - |
| 6-121 | 5 | 2,300 | - | 2,300 | - | - |
| TOTALS: | | 256,900 | 2,000 | 258,900 | - | 2,000 |

13.3 Outlet Liability Assessments (Section 23)

Section 23(3) of the Drainage Act states that outlet liability assessment is to be based on the volume and rate of flow of the water artificially caused to flow. To satisfy this requirement, the lands and roads in the watershed are assessed on a per hectare basis, with adjustments made to recognize the different amount of runoff generated by different land uses. The basis for the adjustments is 1 hectare of cleared agricultural land contributing both surface and subsurface water to the drain. Land uses with a different runoff rate are adjusted by the factors given in the Table 13.3-1 - Runoff Factors Table.

Table 13.3-1 - Runoff Factors Table

| Land Use | Runoff factor |
|--------------|---------------|
| Agricultural | 1 |
| Forest | 0.5 |
| Built-up | 1.5 |
| Gravel Road | 2 |
| Paved Road | 2.5 |

13.4 Increased Cost (Special) Assessments (Section 26)

Section 26 of the Drainage Act directs that any increased cost due to a public utility (utility) or road authority (road) shall be paid for by that utility or road. This assessment is known as a Special Assessment.

The estimated special assessments are presented in Table 13.4-1 – Estimated Special Assessments. The equivalent drain cost is based on the length of drain affected by the road allowance or utility right of way and the normal cost of drain

construction. The increased cost caused by the road or utility is determined by subtracting the equivalent drain cost from the construction and engineering costs.

Table 13.4-1 – Estimated Special Assessments

| Sta. | Road/ Utility | Authority | Construction Cost | Engineering Cost | Equivalent Drain Cost | Net HST | Estimated Special Assess. |
|----------------|--------------------------|-------------------|-------------------|------------------|-----------------------|---------|---------------------------|
| 1+889 to 1+899 | Burger Road | Town of Fort Erie | 20,000 | 5,000 | -200 | 435 | 25,235 |
| 3+490 to 3+504 | Reg. Rd 98 (Schihi Road) | Region of Niagara | 25,000 | 6,300 | -280 | 545 | 31,565 |
| 3+525 to 3+537 | Reg. Rd 98 (Forkes Road) | Region of Niagara | 25,200 | 6,300 | -280 | 550 | 31,770 |
| TOTALS: | | | 70,200 | 17,600 | -760 | 1,530 | 88,570 |

The actual special assessments will be determined after construction by inserting the actual construction and engineering costs in the Special Assessments Table. Any additional costs identified by the Engineer will be added to the Special Assessment where appropriate.

The road authority or utility may elect to construct the drain within their right of way with their own forces. In this case, the special assessment is calculated by inserting zero for the construction cost.

If there are increased costs to the drain project due to a utility or road not listed in the Table above, a Special Assessment will be based on the actual costs incurred.

Special Assessments do not apply to future maintenance assessments.

13.5 Assessment Schedules

13.5.1 Schedule A- Schedule of Assessments

The estimated cost for the drainage works in this report is distributed among lands, roads and utilities as shown in Schedule A, the Schedule of Assessments. In Schedule A each parcel of land assessed has been identified by the municipal assessment roll number at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is also identified by the owner name(s) from the last revised assessment roll.

13.5.2 Schedule B -Schedule of Assessments for Maintenance

In accordance with Section 74 of the Act, the Drain shall be maintained by the municipality and the cost of maintenance shall be assessed to lands and roads upstream of the maintenance location, prorata with the amounts in Schedule B. The amounts in Schedule B are derived from the cost distribution shown in Appendix B, which has been included with this report, and will not be levied with the final cost of the drainage works.

Roll numbers are per the Municipality's last revised assessment roll, names included for convenience. Amounts are not payable at this time, they determine share of future maintenance cost. Determine grant eligibility at the time of maintenance cost levy.

Schedule B is divided into columns to reflect the different drain intervals where maintenance work may be undertaken. These column intervals assist in identifying upstream lands and roads to be assessed for future maintenance. The percentages shown in Schedule B determine the share of future maintenance to be levied to a property or road. For example, a \$1,000 beaver dam removal or repair will result in a \$50 assessment to a property with a 5% maintenance assessment.

A minimum assessments of 0.1% is to be applied to all future small lots in the watershed per affected interval.

13.5.3 Schedule C – Schedule for Actual Cost Bylaw

After the construction of the drain is certified complete by the Engineer the Municipality will determine the actual cost of the drain. Actual assessments will be determined by prorating the actual cost of the drain using Schedule C. Schedule C illustrates the estimated net assessments after deducting allowances and grants from the total assessments shown in Schedule A. Eligibility for grant will be confirmed by the Municipality at the time the actual cost is levied. Actual assessments in Schedule C will be levied to the owner of the identified parcel at the time the Actual Cost Bylaw is passed.

14 GRANT

In accordance with the provisions of Section 85 of the Act, a grant not exceeding 1/3 (33-1/3%) may be available on the assessments against lands used for agricultural purposes. Current OMAFRA grant policy defines agricultural lands as privately owned parcels of land which have the Farm Property Class Tax Rate. Based on Municipal assessment roll information, parcels that have the Farm Property Tax Class are identified with an 'F' in the first column of the assessment schedules.

Section 88 of the Act provides for the Municipality to apply for this grant after the construction of the drain is certified complete by the Engineer. The Municipality must confirm the Farm Property Tax Class on the assessed parcels at the time the grant application is completed and submitted to OMAFRA. OMAFRA has the authority to determine grant eligibility regardless of the designation herein.

If any portion of the drainage works is not eligible for grant, those ineligible costs have been separately identified in this report.

15 PRIVACY OF LANDS

Although a municipal drain is situated on the property of various landowners, one landowner may not enter another landowner's property by means of the drain. Persons authorized to enter private lands to carry out duties authorized under the Act include: Engineers (or their assistants), Contractors (or their assistants) and the appointed Drainage Superintendents (or their assistants).

16 MAINTENANCE

16.1 General

Section 74 of the Act requires the Drain, as outlined in this report, to be maintained by the Municipalities, and the cost of maintenance to be assessed to the upstream lands and roads prorata with the assessments in Schedule B. The portion of the Drain in the Town of Fort Erie shall be maintained by the Town of Fort Erie and the portion of the Drain in the City of Port Colborne shall be maintained by the City of Port Colborne.

All parties affected by the Drain, are encouraged to periodically inspect the drain and report any visible or suspected problems to their appropriate Municipality.

A right-of-way along the drain and access routes to the drain exist for the Municipality to maintain the drain. There is a 6m wide right-of-way on each side of the drain that shall remain free of obstructions. The cost for removing obstructions is the responsibility of the owner.

Any landowner making a new connection to the Drain, shall notify the Drainage Superintendent before making the connection. If the Drainage Superintendent is not notified, the cost to remedy new connections that obstruct or otherwise damage the drain will be the responsibility of the owner.

The discharge of anything but clean, unpolluted water into a drain is regulated by other provincial legislation. Any non-compliance will be reported to the appropriate environmental agency.

It is recommended that each abutting owner work no closer than 1.2m (4') to any ditch bank. Such area does not have to be grassed but it should not be cultivated.

16.2 Updating Future Maintenance Schedules

To ensure future maintenance assessments are equitable, the assessments provided in this report should be reapportioned under Section 65 when severances or amalgamations occur, when new lands are connected to the Drain or when a land-use change occurs that can be accommodated by the existing Drain. If a future land-use change will cause the drain capacity to be exceeded, a report under Section 4 or 78 may be required to provide increased capacity.

16.3 Culvert Maintenance

- The costs of cleaning through all culverts shall be assessed as drain maintenance to upstream lands and roads.
- The cost for future structural repair, extension or replacement of road culverts will be assessed fully to the road authority.
- In Table 9.1-1, when the responsibility for an access culvert is designated as "Drain," the cost for repair or replacement shall be assessed 50% to the abutting landowner and the remainder to the upstream watershed. The cost of additional culverts and/or culvert length is assessed to the owner.
- In Table 9.1-1, when the responsibility for an access culvert is designated as "Owner," the cost for installation, repair, replacement and removal are the responsibility of the roll number listed.
- Culverts installed to service public utilities shall be assessed 50% to the utility and 50% to the affected land or road.
- Prior approval of the Municipality is required before a landowner installs a culvert not constructed under this report. The culvert shall be installed per sizing listed in Table 9.1-1 and design grade specified in this report. If culverts smaller than the minimum recommended size are installed, such culverts will be deemed an obstruction to the drain and removed at the landowner's expense.

17 BYLAW

This report including the drawings and specifications, assessment schedules and appendices, when adopted by bylaw in accordance with the Act, provides the basis for construction and maintenance of the Drain.

All of which is respectfully submitted,

K. SMART ASSOCIATES LTD.

Ned Morris

N. Morris, P. Eng.

mw



SCHEDULE A - SCHEDULE OF ASSESSMENTS
 SCHIHL DRAIN
 Town of Fort Erie and City of Port Colborne

| Conc. | Lot | Roll No. | Owner(s) | Total Ha Affected | Benefit (\$) | Outlet (\$) | Total (\$) |
|---|------------|-----------|--------------------------|-------------------|----------------|---------------|----------------|
| Town of Fort Erie (27-03-020-0) (Former Township of Bertie) | | | | | | | |
| <u>Lands</u> | | | | | | | |
| 14NR | Pt 14 | 31-086-00 | R. Singleton | 1.7 | 5,300 | 38 | 5,338 |
| 14NR | Pt 14 | 31-087-00 | J. Robertson & S. Cavey | 2.1 | 5,300 | 47 | 5,347 |
| 14NR | Pt 14 | 31-088-00 | D. Merritt | 1.9 | 3,300 | 43 | 3,343 |
| 14NR | Pt 14 | 31-089-00 | D. Merritt | 1.9 | 3,200 | 43 | 3,243 |
| 14NR | Pt 13 | 31-093-00 | C. Wegelin | 0.3 | 24 | 13 | 37 |
| 14NR | Pt 14 | 31-094-00 | R. Charron | 2.8 | 9,400 | 121 | 9,521 |
| 14NR | Pt 14 | 31-096-00 | R. & D. Willick | 2.3 | 0 | 52 | 52 |
| 15NR | Pt 12 | 31-137-01 | J. Mymryk | 0.9 | 0 | 104 | 104 |
| 15NR | Pts 13&14 | 31-140-00 | Willoyd Ltd. | 36.8 | 18,200 | 4,011 | 22,211 |
| 15NR | Pt 14 | 31-141-00 | H. Van Der Meer | 6.0 | 21,700 | 695 | 22,395 |
| 15NR | Pt 14 | 31-142-00 | K. & S. Sider | 1.8 | 0 | 313 | 313 |
| 15NR | Pt 14 | 31-143-00 | W. & S. Kikkert | 1.8 | 0 | 313 | 313 |
| 15NR | Pt 14 | 31-144-00 | D. Dagesse & D. Holloway | 1.8 | 0 | 313 | 313 |
| 15NR | Pt 14 | 31-145-00 | L. & A. Smith | 1.8 | 0 | 313 | 313 |
| 15NR | Pt 14 | 31-146-00 | W. Yuan & G. Li | 3.0 | 4,100 | 243 | 4,343 |
| 15NR | Pt 14 | 31-147-00 | C. Stackwood | 2.3 | 5,500 | 400 | 5,900 |
| 15NR | Pt 14 | 31-148-00 | R. & A. Swinson | 6.9 | 6,200 | 799 | 6,999 |
| 16NR | Pt 11 | 31-160-04 | P. Potts | 2.5 | 0 | 183 | 183 |
| 16NR | Pts 11&12 | 31-162-00 | R. Brost & T. Chute | 19.7 | 0 | 2,570 | 2,570 |
| 16NR | Pt 13 | 31-162-01 | P. & A. Brunet | 8.9 | 0 | 1,515 | 1,515 |
| 16NR | Pt 13 | 31-163-00 | D. Cregheur | 6.3 | 0 | 659 | 659 |
| 16NR | Pt 13 | 31-164-00 | C. Mugas & K. Beardwood | 0.8 | 0 | 176 | 176 |
| 16NR | Pt 13 | 31-165-00 | W. & K. Hawkins | 2.5 | 5,600 | 330 | 5,930 |
| 16NR | Pt 14 | 31-165-10 | D. & T. Brewster | 5.0 | 17,300 | 425 | 17,725 |
| 16NR | Pt 14 | 31-165-15 | A. & J. Natale | 0.9 | 0 | 198 | 198 |
| 16NR | Pt 14 | 31-165-17 | A. & J. Natale | 1.6 | 0 | 352 | 352 |
| 16NR | Pt 14 | 31-166-00 | H. & S. Dyck | 1.7 | 0 | 373 | 373 |
| 16NR | Pt 14 | 31-166-02 | J. Brooks | 0.4 | 0 | 88 | 88 |
| 16NR | Pt 14 | 31-172-22 | Town of Fort Erie | 1.3 | 0 | 285 | 285 |
| 16NR | Pt 14 | 31-172-24 | A. & J. Natale | 2.0 | 0 | 439 | 439 |
| 15&16NR | Pts 13&14 | 31-996-00 | C P Rail - Caso | 5.8 | 16,000 | 1,085 | 17,085 |
| Sub-Total (Lands): | | | | 135.5 | 121,124 | 16,539 | 137,663 |
| <u>Roads</u> | | | | | | | |
| Point Abino Road | | | Town of Fort Erie | 1.1 | 16,000 | 123 | 16,123 |
| Burger Road | | | Town of Fort Erie | 1.6 | 16,000 | 463 | 16,463 |
| Special Assess. to Burger Road | | | | 0 | 25,235 | 0 | 25,235 |
| 1/2 Holloway Bay Road | | | Town of Fort Erie | 1.2 | 8,000 | 176 | 8,176 |
| Fox Road | | | Town of Fort Erie | 1.4 | 0 | 489 | 489 |
| Sub-Total (Roads): | | | | 5.3 | 65,235 | 1,251 | 66,486 |
| Total Assessments for Town of Fort Erie: | | | | 140.8 | 186,359 | 17,790 | 204,149 |
| City of Port Colborne (27-11-040-00) (Former Twp of Humberstone) | | | | | | | |
| <u>Lands</u> | | | | | | | |
| 4 | Pts 1&2 | 6-072-15 | 776542 Ont. Ltd. | 19.0 | 0 | 2,424 | 2,424 |
| 4 | Pt 3 | 6-075-00 | 776542 Ont. Ltd. | 14.2 | 1,400 | 2,354 | 3,754 |
| 4 | Pt 4 | 6-078-00 | D. & S. Anderson | 10.8 | 0 | 1,267 | 1,267 |
| 5 | Pts 1&2 | 6-113-00 | 776542 Ont. Ltd. | 46.1 | 42,100 | 7,908 | 50,008 |
| 5 | Pts 1&2 | 6-114-00 | S. & J. Hwang | 13.9 | 0 | 2,596 | 2,596 |
| 5 | Pts 3&4 | 6-119-00 | Loeffen Farms Ltd. | 1.6 | 0 | 155 | 155 |
| 5 | Pts 3&4 | 6-120-00 | 2144894 Ont Ltd | 1.5 | 0 | 144 | 144 |
| 5 | Pts 3&4 | 6-121-00 | 776542 Ontario Ltd | 39.3 | 2,900 | 7,160 | 10,060 |
| 5 | Pt 4 | 6-122-00 | P. Aiello | 2.8 | 0 | 490 | 490 |
| 5 | Pts 1 to 4 | 6-996-00 | C.P.Rail-Caso | 3.0 | 0 | 865 | 865 |
| Sub-Total (Lands): | | | | 152.2 | 46,400 | 25,363 | 71,763 |
| <u>Roads</u> | | | | | | | |
| Reg. Rd. 98 (Schihl Rd. & Forkes Rd) | | | Region of Niagara | 2.8 | 43,400 | 1,377 | 44,777 |
| Special Assess. to Reg. Rd 98 (Schihl Rd & Forkes Rd) | | | | | 63,335 | 0 | 63,335 |
| 1/2 Holloway Bay Road | | | City of Port Colborne | 1.8 | 8,000 | 265 | 8,265 |
| Forkes Road | | | City of Port Colborne | 1.2 | 0 | 550 | 550 |
| Zavitz Road | | | City of Port Colborne | 0.7 | 0 | 141 | 141 |
| Sub-Total (Roads): | | | | 6.5 | 114,735 | 2,333 | 117,068 |
| Total Assessments for City of Port Colborne: | | | | 158.7 | 161,135 | 27,696 | 188,831 |
| TOTAL ASSESSMENTS FOR SCHIHL DRAIN: | | | | 299.5 | 347,494 | 45,486 | 392,980 |

Note:

Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.

**SCHEDULE B - SCHEDULE OF ASSESSMENTS FOR FUTURE MAINTENANCE
SCHIHL DRAIN
Town of Fort Erie and City of Port Colborne**

| Lot | Conc. | Roll No. | Owner(s) | Interval 1 | | Interval 2 | | Interval 3 | | Interval 4 | | Interval 5 | | TOTAL | |
|---|-----------|-----------|--------------------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------|---------------|
| | | | | Sta. 0+000 to 0+777 | Assess. % | Sta. 0+777 to 1+904 | Assess. % | Sta. 1+904 to 2+478 | Assess. % | Sta. 2+478 to 3+200 | Assess. % | Sta. 3+200 to 3+541 | Assess. % | \$ | % |
| Town of Fort Erie (27-03-020-0) (Former Township of Bertie) | | | | | | | | | | | | | | | |
| Lands | | | | | | | | | | | | | | | |
| 14NR | Pt 14 | 31-086-00 | R. Singleton | 326 | 4.18 | - | - | - | - | - | - | - | - | 326 | 0.92 |
| 14NR | Pt 14 | 31-087-00 | J. Robertson & S. Cavey | 330 | 4.23 | - | - | - | - | - | - | - | - | 330 | 0.93 |
| 14NR | Pt 14 | 31-088-00 | D. Merritt | 218 | 2.79 | - | - | - | - | - | - | - | - | 218 | 0.62 |
| 14NR | Pt 14 | 31-089-00 | D. Merritt | 208 | 2.67 | - | - | - | - | - | - | - | - | 208 | 0.59 |
| 14NR | Pt 13 | 31-093-00 | C. Wegelin | 8 | 0.10 | - | - | - | - | - | - | - | - | 8 | 0.02 |
| 14NR | Pt 14 | 31-094-00 | R. Charron | 611 | 7.83 | - | - | - | - | - | - | - | - | 611 | 1.73 |
| 14NR | Pt 14 | 31-096-00 | R. & D. Willick | 22 | 0.28 | - | - | - | - | - | - | - | - | 22 | 0.06 |
| 15NR | Pt 12 | 31-137-01 | J. Mymryk | 17 | 0.22 | 22 | 0.19 | - | - | - | - | - | - | 39 | 0.11 |
| 15NR | Pts 13&14 | 31-140-00 | Willoyd Ltd. | 650 | 8.33 | 1,998 | 17.68 | - | - | - | - | - | - | 2,648 | 7.48 |
| 15NR | Pt 14 | 31-141-00 | H. Van Der Meer | 113 | 1.45 | 1,225 | 10.84 | - | - | - | - | - | - | 1,338 | 3.78 |
| 15NR | Pt 14 | 31-142-00 | K. & S. Sider | 51 | 0.65 | 65 | 0.58 | - | - | - | - | - | - | 116 | 0.33 |
| 15NR | Pt 14 | 31-143-00 | W. & S. Kikkert | 51 | 0.65 | 65 | 0.58 | - | - | - | - | - | - | 116 | 0.33 |
| 15NR | Pt 14 | 31-144-00 | D. Dagesse & D. Holloway | 51 | 0.65 | 65 | 0.58 | - | - | - | - | - | - | 116 | 0.33 |
| 15NR | Pt 14 | 31-145-00 | L. & A. Smith | 51 | 0.65 | 65 | 0.58 | - | - | - | - | - | - | 116 | 0.33 |
| 15NR | Pt 14 | 31-146-00 | W. Yuan & G. Li | 39 | 0.50 | 211 | 1.87 | - | - | - | - | - | - | 250 | 0.71 |
| 15NR | Pt 14 | 31-147-00 | C. Stackwood | 65 | 0.83 | 253 | 2.24 | - | - | - | - | - | - | 318 | 0.90 |
| 15NR | Pt 14 | 31-148-00 | R. & A. Swinson | 129 | 1.65 | 337 | 2.98 | - | - | - | - | - | - | 466 | 1.32 |
| 16NR | Pt 11 | 31-160-04 | P. Potts | 23 | 0.29 | 30 | 0.27 | 17 | 0.30 | - | - | - | - | 70 | 0.20 |
| 16NR | Pts 11&12 | 31-162-00 | R. Brost & T. Chute | 329 | 4.22 | 424 | 3.75 | 244 | 4.28 | - | - | - | - | 997 | 2.82 |
| 16NR | Pt 13 | 31-162-01 | P. & A. Brunet | 194 | 2.49 | 250 | 2.21 | 144 | 2.53 | - | - | - | - | 588 | 1.66 |
| 16NR | Pt 13 | 31-163-00 | D. Cregheur | 84 | 1.08 | 109 | 0.96 | 63 | 1.11 | - | - | - | - | 256 | 0.72 |
| 16NR | Pt 13 | 31-164-00 | C. Mugas & K. Beardwood | 23 | 0.29 | 29 | 0.26 | 17 | 0.30 | - | - | - | - | 69 | 0.19 |
| 16NR | Pt 13 | 31-165-00 | W. & K. Hawkins | 42 | 0.54 | 54 | 0.48 | 641 | 11.25 | - | - | - | - | 737 | 2.08 |
| 16NR | Pt 14 | 31-165-10 | D. & T. Brewster | 54 | 0.69 | 70 | 0.62 | 1,330 | 23.33 | - | - | - | - | 1,454 | 4.11 |
| 16NR | Pt 14 | 31-165-15 | A. & J. Natale | 25 | 0.32 | 33 | 0.29 | 19 | 0.33 | - | - | - | - | 77 | 0.22 |
| 16NR | Pt 14 | 31-165-17 | A. & J. Natale | 45 | 0.58 | 58 | 0.51 | 33 | 0.58 | - | - | - | - | 136 | 0.38 |
| 16NR | Pt 14 | 31-166-00 | H. & S. Dyck | 48 | 0.62 | 62 | 0.55 | 36 | 0.63 | - | - | - | - | 146 | 0.41 |
| 16NR | Pt 14 | 31-166-02 | J. Brooks | 11 | 0.14 | 15 | 0.13 | 8 | 0.14 | - | - | - | - | 34 | 0.10 |
| 16NR | Pt 14 | 31-172-22 | Town of Fort Erie | 37 | 0.47 | 47 | 0.42 | 27 | 0.47 | - | - | - | - | 111 | 0.31 |
| 16NR | Pt 14 | 31-172-24 | A. & J. Natale | 56 | 0.72 | 73 | 0.65 | 42 | 0.74 | - | - | - | - | 171 | 0.48 |
| 15&16NR | Pts 13&14 | 31-996-00 | C P Rail - Caso | 163 | 2.09 | 1,100 | 9.73 | 36 | 0.63 | - | - | - | - | 1,299 | 3.67 |
| Sub-Total (Lands): | | | | 4,074 | 52.20 | 6,660 | 58.95 | 2,657 | 46.62 | - | - | - | - | 13,391 | 37.84 |
| Roads | | | | | | | | | | | | | | | |
| Point Abino Road | | | | 822 | 10.54 | - | - | - | - | - | - | - | - | 822 | 2.32 |
| Burger Road | | | | 75 | 0.96 | 987 | 8.73 | - | - | - | - | - | - | 1,062 | 3.00 |
| 1/2 Holloway Bay Road | | | | 23 | 0.29 | 29 | 0.26 | 492 | 8.63 | - | - | - | - | 544 | 1.54 |
| Fox Road | | | | 66 | 0.85 | 85 | 0.75 | 38 | 0.67 | - | - | - | - | 189 | 0.53 |
| Sub-Total (Roads): | | | | 986 | 12.64 | 1,101 | 9.74 | 530 | 9.30 | - | - | - | - | 2,617 | 7.39 |
| Total Assessments for Town of Fort Erie: | | | | 5,060 | 64.84 | 7,761 | 68.69 | 3,187 | 55.92 | - | - | - | - | 16,008 | 45.23 |
| City of Port Colborne (27-11-040-00) (Former Twp of Humberstone) | | | | | | | | | | | | | | | |
| Lands | | | | | | | | | | | | | | | |
| 4 | Pts 1&2 | 6-072-15 | 776542 Ont. Ltd. | 292 | 3.74 | 376 | 3.33 | 217 | 3.81 | 60 | 0.83 | 86 | 2.53 | 1,031 | 2.91 |
| 4 | Pt 3 | 6-075-00 | 776542 Ont. Ltd. | 219 | 2.81 | 283 | 2.50 | 163 | 2.86 | 258 | 3.58 | 644 | 18.94 | 1,567 | 4.43 |
| 4 | Pt 4 | 6-078-00 | D. & S. Anderson | 118 | 1.51 | 152 | 1.35 | 88 | 1.54 | 139 | 1.93 | 201 | 5.91 | 698 | 1.97 |
| 5 | Pts 1&2 | 6-113-00 | 776542 Ont. Ltd. | 771 | 9.88 | 994 | 8.80 | 572 | 10.04 | 3,066 | 42.58 | 539 | 15.85 | 5,942 | 16.79 |
| 5 | Pts 1&2 | 6-114-00 | S. & J. Hwang | 253 | 3.24 | 326 | 2.88 | 188 | 3.30 | 298 | 4.14 | - | - | 1,065 | 3.01 |
| 5 | Pts 3&4 | 6-119-00 | Loeffen Farms Ltd. | 15 | 0.19 | 19 | 0.17 | 11 | 0.19 | 18 | 0.25 | - | - | 63 | 0.18 |
| 5 | Pts 3&4 | 6-120-00 | 2144894 Ont Ltd | 14 | 0.18 | 18 | 0.16 | 10 | 0.18 | 17 | 0.24 | - | - | 59 | 0.17 |
| 5 | Pts 3&4 | 6-121-00 | 776542 Ontario Ltd | 695 | 8.91 | 896 | 7.93 | 516 | 9.05 | 817 | 11.35 | 395 | 11.62 | 3,319 | 9.38 |
| 5 | Pt 4 | 6-122-00 | P. Aiello | 48 | 0.62 | 62 | 0.55 | 36 | 0.63 | 56 | 0.78 | - | - | 202 | 0.57 |
| | | 6-996-00 | C.P. Rail-Caso | 84 | 1.06 | 109 | 0.96 | 63 | 1.11 | 99 | 1.38 | - | - | 355 | 1.00 |
| Sub-Total (Lands): | | | | 2,509 | 32.16 | 3,235 | 28.63 | 1,864 | 32.71 | 4,828 | 67.06 | 1,865 | 54.85 | 14,301 | 40.41 |
| Roads | | | | | | | | | | | | | | | |
| Reg. Rd. 98 (Schihl Rd. & Forkes Rd) | | | | 128 | 1.67 | 170 | 1.49 | 97 | 1.68 | 2,313 | 32.12 | 1,449 | 42.62 | 4,157 | 11.72 |
| 1/2 Holloway Bay Road | | | | 34 | 0.44 | 44 | 0.39 | 500 | 8.77 | - | - | - | - | 578 | 1.63 |
| Forkes Road | | | | 56 | 0.72 | 73 | 0.65 | 42 | 0.74 | 44 | 0.61 | 64 | 1.88 | 279 | 0.79 |
| Zavitz Road | | | | 13 | 0.17 | 17 | 0.15 | 10 | 0.18 | 15 | 0.21 | 22 | 0.65 | 77 | 0.22 |
| Sub-Total (Roads): | | | | 231 | 3.00 | 304 | 2.68 | 649 | 11.37 | 2,372 | 32.94 | 1,535 | 45.15 | 5,091 | 14.36 |
| Total Assessments for City of Port Colborne: | | | | 2,740 | 35.16 | 3,539 | 31.31 | 2,513 | 44.08 | 7,200 | 100.00 | 3,400 | 100.00 | 19,392 | 54.77 |
| TOTAL ASSESSMENTS FOR SCHIHL DRAIN: | | | | 7,800 | 100.00 | 11,300 | 100.00 | 5,700 | 100.00 | 7,200 | 100.00 | 3,400 | 100.00 | 35,400 | 100.00 |

Note:

Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.

SCHEDULE C - SCHEDULE FOR ACTUAL COST BYLAW
 SCHIHL DRAIN
 Town of Fort Erie and City of Port Colborne

| Lot | Conc. | Roll No. | Owner(s) | Gross Total (\$) | 1/3 Grant (\$) | Allowance (\$) | Net (\$) |
|--|------------|-----------|--------------------------|------------------|----------------|----------------|----------------|
| <u>Town of Fort Erie (27-03-020-0) (Former Township of Bertie)</u> | | | | | | | |
| <u>Lands</u> | | | | | | | |
| 14NR | Pt 14 | 31-086-00 | R. Singleton | 5,338 | - | 4,200 | 1,138 |
| 14NR | Pt 14 | 31-087-00 | J. Robertson & S. Cavey | 5,347 | - | 4,200 | 1,147 |
| 14NR | Pt 14 | 31-088-00 | D. Merritt | 3,343 | - | 2,600 | 743 |
| 14NR | Pt 14 | 31-089-00 | D. Merritt | 3,243 | - | 2,500 | 743 |
| 14NR | Pt 13 | 31-093-00 | C. Wegelin | 37 | - | - | 37 |
| 14NR | Pt 14 | 31-094-00 | R. Charron | 9,521 | - | 8,400 | 1,121 |
| 14NR | Pt 14 | 31-096-00 | R. & D. Willick | 52 | - | - | 52 |
| F 15NR | Pt 12 | 31-137-01 | J. Mymryk | 104 | 35 | - | 69 |
| F 15NR | Pts 13&14 | 31-140-00 | Willoyd Ltd. | 22,211 | 7,404 | 14,300 | 507 |
| F 15NR | Pt 14 | 31-141-00 | H. Van Der Meer | 22,395 | 7,465 | 14,000 | 930 |
| 15NR | Pt 14 | 31-142-00 | K. & S. Sider | 313 | - | - | 313 |
| 15NR | Pt 14 | 31-143-00 | W. & S. Kikkert | 313 | - | - | 313 |
| 15NR | Pt 14 | 31-144-00 | D. Dagesse & D. Holloway | 313 | - | - | 313 |
| 15NR | Pt 14 | 31-145-00 | L. & A. Smith | 313 | - | - | 313 |
| 15NR | Pt 14 | 31-146-00 | W. Yuan & G. Li | 4,343 | - | 1,600 | 2,743 |
| 15NR | Pt 14 | 31-147-00 | C. Stackwood | 5,900 | - | 1,900 | 4,000 |
| F 15NR | Pt 14 | 31-148-00 | R. & A. Swinson | 6,999 | 2,333 | 1,900 | 2,766 |
| 16NR | Pt 11 | 31-160-04 | P. Potts | 183 | - | - | 183 |
| F 16NR | Pts 11&12 | 31-162-00 | R. Brost & T. Chute | 2,570 | 857 | - | 1,713 |
| F 16NR | Pt 13 | 31-162-01 | P. & A. Brunet | 1,515 | 505 | - | 1,010 |
| 16NR | Pt 13 | 31-163-00 | D. Cregheur | 659 | - | - | 659 |
| 16NR | Pt 13 | 31-164-00 | C. Mugas & K. Beardwood | 176 | - | - | 176 |
| 16NR | Pt 13 | 31-165-00 | W. & K. Hawkins | 5,930 | - | 4,600 | 1,330 |
| 16NR | Pt 14 | 31-165-10 | D. & T. Brewster | 17,725 | - | 12,700 | 5,025 |
| 16NR | Pt 14 | 31-165-15 | A. & J. Natale | 198 | - | - | 198 |
| 16NR | Pt 14 | 31-165-17 | A. & J. Natale | 352 | - | - | 352 |
| 16NR | Pt 14 | 31-166-00 | H. & S. Dyck | 373 | - | - | 373 |
| 16NR | Pt 14 | 31-166-02 | J. Brooks | 88 | - | - | 88 |
| 16NR | Pt 14 | 31-172-22 | Town of Fort Erie | 285 | - | - | 285 |
| 16NR | Pt 14 | 31-172-24 | A. & J. Natale | 439 | - | - | 439 |
| 15&16NR | Pts 13&14 | 31-996-00 | C P Rail - Caso | 17,085 | - | 300 | 16,785 |
| Sub-Total (Lands): | | | | 137,663 | 18,599 | 73,200 | 45,864 |
| <u>Roads</u> | | | | | | | |
| Point Abino Road | | | Town of Fort Erie | 16,123 | - | - | 16,123 |
| Burger Road | | | Town of Fort Erie | 16,463 | - | - | 16,463 |
| Special Assess. to Burger Road | | | | 25,235 | - | - | 25,235 |
| 1/2 Holloway Bay Road | | | Town of Fort Erie | 8,176 | - | - | 8,176 |
| Fox Road | | | Town of Fort Erie | 489 | - | - | 489 |
| Sub-Total (Roads): | | | | 66,486 | - | - | 66,486 |
| Total Assessments for Town of Fort Erie: | | | | 204,149 | 18,599 | 73,200 | 112,350 |
| <u>City of Port Colborne (27-11-040-00) (Former Twp of Humberstone)</u> | | | | | | | |
| <u>Lands</u> | | | | | | | |
| F 4 | Pts 1&2 | 6-072-15 | 776542 Ont. Ltd. | 2,424 | 808 | - | 1,616 |
| F 4 | Pt 3 | 6-075-00 | 776542 Ont. Ltd. | 3,754 | 1,251 | 200 | 2,303 |
| 4 | Pt 4 | 6-078-00 | D. & S. Anderson | 1,267 | - | - | 1,267 |
| F 5 | Pts 1&2 | 6-113-00 | 776542 Ont. Ltd. | 50,008 | 16,669 | 31,100 | 2,239 |
| F 5 | Pts 1&2 | 6-114-00 | S. & J. Hwang | 2,596 | 865 | - | 1,731 |
| F 5 | Pts 3&4 | 6-119-00 | Loeffen Farms Ltd. | 155 | 52 | - | 103 |
| 5 | Pts 3&4 | 6-120-00 | 2144894 Ont Ltd | 144 | - | - | 144 |
| F 5 | Pts 3&4 | 6-121-00 | 776542 Ontario Ltd | 10,060 | 3,353 | 300 | 6,407 |
| 5 | Pt 4 | 6-122-00 | P. Aiello | 490 | - | - | 490 |
| 5 | Pts 1 to 4 | 6-996-00 | C.P.Rail-Caso | 865 | - | - | 865 |
| Sub-Total (Lands): | | | | 71,763 | 22,998 | 31,600 | 17,165 |
| <u>Roads</u> | | | | | | | |
| Reg. Rd. 98 (Schihl Rd. & Forkes Rd) | | | Region of Niagara | 44,777 | - | - | 44,777 |
| Special Assess. to Reg. Rd 98 (Schihl Rd & Forkes Rd) | | | | 63,335 | - | - | 63,335 |
| 1/2 Holloway Bay Road | | | City of Port Colborne | 8,265 | - | - | 8,265 |
| Forkes Road | | | City of Port Colborne | 550 | - | - | 550 |
| Zavitz Road | | | City of Port Colborne | 141 | - | - | 141 |
| Sub-Total (Roads): | | | | 117,068 | - | - | 117,068 |
| Total Assessments for City of Port Colborne: | | | | 188,831 | 22,998 | 31,600 | 134,233 |
| TOTAL ASSESSMENTS FOR SCHIHL DRAIN: | | | | 392,980 | 41,597 | 104,800 | 246,583 |

Notes:

- The above lands marked "F" are currently classified as agricultural according to the OMAFA and are therefore entitled to a 1/3 grant .
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Town. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The value of the assessments identified in this schedule are estimates only, and should not be considered final.

APPENDIX A - CALCULATION OF ASSESSMENTS FOR SCHEDULE A
SCHIHL DRAIN
Town of Fort Erie and City of Port Colborne

| | | | Interval 1 | | | | Interval 2 | | | | Interval 3 | | | | Interval 4 | | | | Interval 5 | | | | TOTAL | | | | | | | |
|---|--------------------------------|-----------------|--------------------------|---------------------|---------------------|--------------|---------------|-------------|------------|--------------|---------------|-------------|-------|--------------|---------------|-------------|-------|--------------|---------------|-------------|-------|--------------|---------------|-------------|---|---------------|--------------|---------|---------|---------|
| COST ESTIMATE: | | | Sta. 0+000 | to | 0+777 | Sta. 0+777 | to | 1+904 | Sta. 1+904 | to | 2+478 | Sta. 2+478 | to | 3+200 | Sta. 3+200 | to | 3+541 | | | | Total | Total | TOTAL | | | | | | | |
| Allowances: | Construction: | Administration: | 21,900 | | | 34,000 | | | 17,300 | | | 23,100 | | | 8,500 | | | 104,800 | | | | | | | | | | | | |
| | | | 32,055 | | | 70,115 | | | 29,915 | | | 26,660 | | | 64,005 | | | 222,750 | | | | | | | | | | | | |
| | | | 5,090 | | | 20,350 | | | 2,035 | | | 12,210 | | | 16,280 | | | 58,965 | | | | | | | | | | | | |
| | | | 1,425 | | | 3,460 | | | 1,220 | | | 1,425 | | | 1,935 | | | 9,465 | | | | | | | | | | | | |
| Total Cost Estimate: | | | 60,470 | | | 127,925 | | | 50,470 | | | 63,395 | | | 90,720 | | | 392,580 | | | | | | | | | | | | |
| Conc. | Lot | Roll No. | Owner | Total Affected (Ha) | Total Adjusted (Ha) | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Total Benefit | Total Outlet | TOTAL | | |
| Town of Fort Erie (27-03-020-B) (Former Township of Bertie) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lands | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14NR | Pt 14 | 31-086-00 | R. Singleton | 1.7 | 0.85 | 5,300 | 0.85 | 38 | 8.83 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 5,300 | 38 | 5,338 | |
| 14NR | Pt 14 | 31-087-00 | J. Robertson & S. Cavey | 2.1 | 1.05 | 5,300 | 1.05 | 47 | 8.84 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 5,300 | 47 | 5,347 | |
| 14NR | Pt 14 | 31-088-00 | D. Merritt | 1.9 | 0.95 | 3,300 | 0.95 | 43 | 5.53 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 3,300 | 43 | 3,343 | |
| 14NR | Pt 14 | 31-089-00 | D. Merritt | 1.9 | 0.95 | 3,200 | 0.95 | 43 | 5.36 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 3,200 | 43 | 3,243 | |
| 14NR | Pt 13 | 31-093-00 | C. Wegelin | 0.3 | 0.30 | 24 | 0.30 | 13 | 0.06 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 24 | 13 | 37 | |
| 14NR | Pt 14 | 31-094-00 | R. Charton | 2.8 | 2.70 | 9,400 | 2.70 | 121 | 15.74 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 9,400 | 121 | 9,521 | |
| 14NR | Pt 14 | 31-096-00 | R. & D. Willick | 2.3 | 1.15 | - | 1.15 | 52 | 0.09 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 52 | 52 | |
| 15NR | Pt 12 | 31-137-01 | J. Myrnryk | 0.9 | 0.90 | 0.90 | 0.90 | 40 | 0.07 | 0.90 | 64 | 0.05 | 0.05 | 0.05 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 104 | 104 | |
| 15NR | Pts 13&14 | 31-140-00 | Willroyd Ltd. | 36.8 | 34.65 | 34,655 | 1,553 | 2,57 | 18,200 | 34,655 | 2,458 | 16,15 | 16.15 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 18,200 | 4,011 | 22,211 | |
| 15NR | Pt 14 | 31-141-00 | H. Van Der Meer | 6.0 | 6.00 | 4,900 | 6.00 | 289 | 8.55 | 16,800 | 6.00 | 426 | 13.47 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 21,700 | 695 | 22,395 | |
| 15NR | Pt 14 | 31-142-00 | K. & S. Sider | 1.8 | 2.70 | 2.70 | 121 | 0.20 | 0.15 | 2.70 | 192 | 0.15 | 0.15 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 313 | 313 | |
| 15NR | Pt 14 | 31-143-00 | W. & S. Kikkert | 1.8 | 2.70 | 2.70 | 121 | 0.20 | 0.15 | 2.70 | 192 | 0.15 | 0.15 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 313 | 313 | |
| 15NR | Pt 14 | 31-144-00 | D. Dagesse & D. Holloway | 1.8 | 2.70 | 2.70 | 121 | 0.20 | 0.15 | 2.70 | 192 | 0.15 | 0.15 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 313 | 313 | |
| 15NR | Pt 14 | 31-145-00 | L. & A. Smith | 1.8 | 2.70 | 2.70 | 121 | 0.20 | 0.15 | 2.70 | 192 | 0.15 | 0.15 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 313 | 313 | |
| 15NR | Pt 14 | 31-146-00 | W. Yuan & G. Li | 3.0 | 2.10 | 2.10 | 94 | 0.16 | 4,100 | 2.10 | 149 | 3.32 | 3.32 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 4,100 | 243 | 4,343 | |
| 15NR | Pt 14 | 31-147-00 | C. Stackwood | 2.3 | 3.45 | 3.45 | 155 | 0.26 | 5,900 | 3.45 | 245 | 4.49 | 4.49 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 5,900 | 400 | 5,900 | |
| 15NR | Pt 14 | 31-148-00 | R. & A. Swinson | 6.9 | 6.90 | 6.90 | 309 | 0.51 | 6,200 | 6.90 | 490 | 5.23 | 5.23 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 6,200 | 799 | 6,999 | |
| 16NR | Pt 11 | 31-160-04 | P. Potts | 2.5 | 1.25 | 1.25 | 56 | 0.09 | 1.25 | 89 | 0.07 | 0.08 | 0.08 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 183 | 183 | |
| 16NR | Pts 11&12 | 31-162-00 | R. Brost & T. Chute | 16.7 | 17.55 | 17.55 | 787 | 1.30 | 17,555 | 1,245 | 0.97 | 17,555 | 538 | 1.07 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 2,570 | 2,570 | |
| 16NR | Pt 14 | 31-162-01 | P. & A. Brunet | 8.9 | 10.35 | 10.35 | 464 | 0.77 | 10,355 | 734 | 0.57 | 10,355 | 317 | 0.53 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 1,515 | 1,515 | |
| 16NR | Pt 13 | 31-163-00 | D. Creghneur | 6.3 | 4.50 | 4.50 | 202 | 0.33 | 4.50 | 319 | 0.25 | 4.50 | 138 | 0.27 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 539 | 539 | |
| 16NR | Pt 13 | 31-164-00 | C. Mugas & K. Beardwood | 0.8 | 1.20 | 1.20 | 54 | 0.09 | 1.20 | 85 | 0.07 | 1.20 | 37 | 0.07 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 176 | 176 | |
| 16NR | Pt 13 | 31-165-00 | W. & K. Hawkins | 2.5 | 2.25 | 2.25 | 101 | 0.17 | 2.25 | 160 | 0.13 | 5,600 | 2.25 | 69 | 11.23 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 5,600 | 330 | 5,930 |
| 16NR | Pt 14 | 31-165-10 | D. & T. Brewster | 5.0 | 2.90 | 2.90 | 130 | 0.21 | 2,900 | 206 | 0.16 | 17,300 | 2.90 | 89 | 34.45 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 17,300 | 425 | 17,725 |
| 16NR | Pt 14 | 31-165-15 | A. & J. Natale | 0.9 | 1.35 | 1.35 | 61 | 0.10 | 1.35 | 96 | 0.08 | 1.35 | 41 | 0.08 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 198 | 198 | |
| 16NR | Pt 14 | 31-165-17 | A. & J. Natale | 1.6 | 2.40 | 2.40 | 108 | 0.18 | 2.40 | 170 | 0.13 | 2.40 | 74 | 0.15 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 352 | 352 | |
| 16NR | Pt 14 | 31-165-00 | H. & S. Dycyk | 1.7 | 2.55 | 2.55 | 114 | 0.19 | 2.55 | 181 | 0.14 | 2.55 | 78 | 0.15 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 373 | 373 | |
| 16NR | Pt 14 | 31-166-02 | J. Brooks | 0.4 | 0.60 | 0.60 | 27 | 0.04 | 0.60 | 43 | 0.03 | 0.60 | 18 | 0.04 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 88 | 88 | |
| 16NR | Pt 14 | 31-172-22 | Town of Fort Erie | 1.3 | 1.95 | 1.95 | 87 | 0.14 | 1.95 | 138 | 0.11 | 1.95 | 60 | 0.12 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 285 | 285 | |
| 16NR | Pt 14 | 31-172-24 | A. & J. Natale | 2.0 | 3.00 | 3.00 | 134 | 0.22 | 3.00 | 213 | 0.17 | 3.00 | 92 | 0.18 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 439 | 439 | |
| 15&16NR | Pts 13&14 | 31-996-00 | C.P.Rail - Caso | 5.8 | 8.70 | 8.70 | 390 | 0.64 | 16,000 | 8,70 | 617 | 12.99 | 12.99 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 16,000 | 1,085 | 17,085 |
| Sub-Total (Lands): | | | | 135.5 | 133.30 | 31,424 | 133.30 | 5,976 | 61.84 | 66,800 | 125.35 | 8,886 | 59.18 | 22,900 | 54.40 | 1,667 | 48.57 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | 0 | 121,124 | 16,539 | 137,663 | |
| Roads | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Point Abino Road | | Town of Fort Erie | 1.1 | 2.75 | 16,000 | 2.75 | 123 | 26.86 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 16,000 | 123 | 16,123 |
| | Burger Road | | Town of Fort Erie | 1.6 | 4.00 | - | 4.00 | 179 | 0.30 | 16,000 | 4.00 | 284 | 12.73 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 16,000 | 403 | 16,403 |
| | Special Assess. to Burger Road | | | 0 | 0.00 | - | 0 | 0 | 0 | 25,235 | - | 0 | 19.73 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 25,235 | 0 | 25,235 |
| | 1/2 Holloway Bay Road | | Town of Fort Erie | 1.2 | 1.20 | - | 1.20 | 54 | 0.09 | 1.20 | 85 | 0.07 | 8,000 | 1.20 | 37 | 15.92 | - | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 8,000 | 176 | 8,176 |
| | Fox Road | | Town of Fort Erie | 1.4 | 3.50 | - | 3.50 | 157 | 0.26 | 3.50 | 248 | 0.19 | 2.75 | 84 | 0.17 | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | 489 | 489 | |
| Sub-Total (Roads): | | | | 5.3 | 11.45 | 16,000 | 11.45 | 513 | 27.31 | 41,235 | 8,70 | 617 | 32.72 | 8,000 | 3.95 | 121 | 16.09 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 85,235 | 1,251 | 86,486 |
| Total Assessment for Town of Fort Erie: | | | | 140.8 | 144.75 | 47,424 | 144.75 | 6,489 | 89.15 | 108,035 | 134.05 | 9,513 | 91.9 | 30,900 | 58.35 | 1,788 | 64.76 | 0 | - | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 186,359 | 17,790 | 204,149 |
| City of Port Colborne (27-11-040-00) (Former Twp of Humberstone) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lands | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Pts 1&2 | 6-072-15 | 776542 Ont. Ltd. | 19.0 | 15.55 | 15.55 | 697 | 1.15 | 15,555 | 1,103 | 0.86 | 15,555 | 476 | 0.94 | 2.70 | 124 | 0.2 | 2.70 | 24 | 0.03 | 0 | 0 | 0 | 0 | 0 | 0 | 2,424 | | | |

APPENDIX B - CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE
SCHLH DRAIN
Town of Fort Erie and City of Port Colborne

| | | | | Interval 1 | | | | Interval 2 | | | | Interval 3 | | | | Interval 4 | | | | Interval 5 | | | | TOTAL | | | | | | |
|---|-----------|-----------|--------------------------|-----------------------|---------------------|--------------|---------------|-------------------------|--------------|--------------|---------------|-----------------------|--------------|--------------|---------------|-----------------------|--------------|--------------|---------------|-----------------------|----------|--------------|---------------|-------------|----------|---------------|--------------|--------------|---------------|---------------|
| Total Cost Estimate: | | | | 7,800 (777m @ \$10/m) | | | | 11,300 (1127m @ \$10/m) | | | | 5,700 (574m @ \$10/m) | | | | 7,200 (722m @ \$10/m) | | | | 3,400 (341m @ \$10/m) | | | | 35,400 | | | | | | |
| Conc. | Lot | Roll No. | Owner | Total Affected (Ha) | Total Adjusted (Ha) | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Benefit (\$) | Adjusted (Ha) | Outlet (\$) | % | Total Benefit | Total Outlet | TOTAL | | |
| Town of Fort Erie (27-03-020-0) (Former Township of Bertie) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lands | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14NR | Pt 14 | 31-086-00 | R. Singleton | 1.70 | 0.85 | 310 | 0.85 | 16 | 4.18 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 310 | 16 | 326 | | |
| 14NR | Pt 14 | 31-087-00 | J. Robertson & S. Cavey | 2.10 | 1.05 | 310 | 1.05 | 20 | 4.23 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 310 | 20 | 330 | | |
| 14NR | Pt 14 | 31-088-00 | D. Merritt | 1.90 | 0.95 | 200 | 0.95 | 18 | 2.79 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 200 | 18 | 218 | | |
| 14NR | Pt 14 | 31-089-00 | D. Merritt | 1.90 | 0.95 | 190 | 0.95 | 18 | 2.67 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 190 | 18 | 208 | | |
| 14NR | Pt 13 | 31-093-00 | C. Wegelin | 0.30 | 0.30 | 2 | 0.30 | 6 | 0.10 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 2 | 6 | 8 | | |
| 14NR | Pt 14 | 31-094-00 | R. Charron | 2.80 | 2.70 | 560 | 2.70 | 51 | 7.83 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 560 | 51 | 611 | | |
| 14NR | Pt 14 | 31-096-00 | R. & D. Willick | 2.30 | 1.15 | 22 | 1.15 | 22 | 0.28 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 22 | 22 | 44 | | |
| 15NR | Pt 12 | 31-137-01 | J. Mymryk | 0.90 | 0.90 | 17 | 0.22 | 22 | 0.90 | 0.90 | 22 | 0.19 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 17 | 22 | 39 | | |
| 15NR | Pts 13&14 | 31-140-00 | Willody Ltd. | 36.80 | 34.65 | 34.65 | 850 | 833 | 1,160 | 34.65 | 838 | 17.68 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 1,160 | 1,488 | 2,648 | | |
| 15NR | Pt 14 | 31-141-00 | H. Van Der Meer | 6.00 | 6.00 | 6.00 | 113 | 1.45 | 1,080 | 6.00 | 145 | 10.84 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 1,080 | 258 | 1,338 | | |
| 15NR | Pt 14 | 31-142-00 | K. & S. Sider | 1.80 | 2.70 | 2.70 | 51 | 0.65 | 2.70 | 85 | 0.58 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 0 | 116 | 116 | | | |
| 15NR | Pt 14 | 31-143-00 | W. & S. Kikkert | 1.80 | 2.70 | 2.70 | 51 | 0.65 | 2.70 | 85 | 0.58 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 0 | 116 | 116 | | | |
| 15NR | Pt 14 | 31-144-00 | D. Dagesse & D. Holloway | 1.80 | 2.70 | 2.70 | 51 | 0.65 | 2.70 | 65 | 0.58 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 0 | 116 | 116 | | | |
| 15NR | Pt 14 | 31-145-00 | L. & A. Smith | 1.80 | 2.70 | 2.70 | 51 | 0.65 | 2.70 | 85 | 0.58 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 0 | 116 | 116 | | | |
| 15NR | Pt 14 | 31-149-00 | W. Yuan & G. Li | 3.00 | 2.10 | 2.10 | 39 | 0.50 | 170 | 2.10 | 51 | 1.87 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 160 | 90 | 250 | | |
| 15NR | Pt 14 | 31-147-00 | C. Stackwood | 3.00 | 3.45 | 85 | 3.45 | 85 | 170 | 3.45 | 83 | 2.24 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 0 | 170 | 148 | 318 | |
| 15NR | Pt 14 | 31-148-00 | R. & A. Swinson | 6.80 | 6.90 | 6.80 | 128 | 1.85 | 170 | 6.90 | 187 | 2.88 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 0 | 170 | 286 | 456 | |
| 16NR | Pt 11 | 31-160-04 | P. Potts | 2.50 | 1.25 | 1.25 | 23 | 0.29 | 1.25 | 30 | 0.27 | | 1.25 | 17 | 0.3 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 70 | 70 | | |
| 16NR | Pts 11&12 | 31-162-00 | R. Brost & T. Chute | 19.70 | 17.55 | 17.55 | 329 | 4.22 | 17.55 | 424 | 3.75 | | 17.55 | 244 | 4.28 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 987 | 997 | | |
| 16NR | Pt 13 | 31-162-01 | P. & A. Brunet | 8.90 | 10.35 | 10.35 | 194 | 2.49 | 10.35 | 250 | 2.21 | | 10.35 | 144 | 2.53 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 588 | 588 | | |
| 16NR | Pt 13 | 31-163-00 | D. Creghur | 6.30 | 4.50 | 4.50 | 84 | 1.08 | 4.50 | 109 | 0.96 | | 4.50 | 63 | 1.11 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 256 | 256 | | |
| 16NR | Pt 13 | 31-164-00 | C. Mugas & K. Beardwood | 0.80 | 1.20 | 1.20 | 23 | 0.29 | 1.20 | 29 | 0.26 | | 1.20 | 17 | 0.3 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 69 | 69 | | |
| 16NR | Pt 13 | 31-165-00 | W. & K. Hawkins | 2.50 | 2.25 | 2.25 | 42 | 0.54 | 2.25 | 54 | 0.48 | | 610 | 2.25 | 31 | 11.25 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 610 | 127 | 737 | |
| 16NR | Pt 14 | 31-165-10 | D. & T. Brewster | 5.00 | 2.90 | 2.90 | 54 | 0.69 | 2.90 | 70 | 0.62 | | 1,290 | 2.90 | 40 | 23.33 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 1,290 | 164 | 1,454 | |
| 16NR | Pt 14 | 31-165-15 | A. & J. Natale | 0.90 | 1.35 | 1.35 | 25 | 0.32 | 1.35 | 33 | 0.28 | | 1.35 | 19 | 0.33 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 9 | 77 | 77 | |
| 16NR | Pt 14 | 31-165-17 | A. & J. Natale | 1.60 | 2.40 | 2.40 | 45 | 0.58 | 2.40 | 58 | 0.51 | | 2.40 | 33 | 0.58 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 135 | 136 | | |
| 16NR | Pt 14 | 31-166-00 | H. & S. Dyck | 1.70 | 2.55 | 2.55 | 48 | 0.62 | 2.55 | 62 | 0.55 | | 2.55 | 36 | 0.63 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 146 | 146 | | |
| 16NR | Pt 14 | 31-166-02 | J. Brooks | 0.40 | 0.60 | 0.60 | 11 | 0.14 | 0.60 | 15 | 0.13 | | 0.60 | 8 | 0.14 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 34 | 34 | | |
| 16NR | Pt 14 | 31-172-22 | Town of Fort Erie | 1.30 | 1.95 | 1.95 | 37 | 0.47 | 1.95 | 47 | 0.42 | | 1.95 | 27 | 0.47 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 111 | 111 | | |
| 16NR | Pt 14 | 31-172-24 | A. & J. Natale | 2.00 | 3.00 | 3.00 | 56 | 0.72 | 3.00 | 73 | 0.65 | | 3.00 | 42 | 0.74 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 171 | 171 | | |
| 15&16NR | Pts 13&14 | 31-996-00 | C.P.Rail-Caso | 5.80 | 6.70 | 6.70 | 163 | 2.09 | 890 | 8.70 | 9.73 | | 2.55 | 38 | 0.63 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 890 | 409 | 1,299 | | |
| Sub-Total (Lands): | | | | 135.50 | 133.30 | 1,572 | 133.30 | 2,502 | 52.20 | 3,630 | 125.35 | 3,030 | 58.95 | 1,900 | 54.40 | 757 | 46.82 | 0 | - | 0 | - | 0 | - | 0 | - | 0 | - | 7,102 | 6,289 | 13,391 |
| Roads | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Point Abino Road | | | | 1.10 | 2.75 | 770 | 2.75 | 52 | 10.54 | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 770 | 52 | 822 | | |
| Burger Road | | | | 1.80 | 4.00 | 4.00 | 75 | 0.96 | 890 | 4.00 | 97 | 8.73 | | - | 0 | 0 | | - | 0 | 0 | | - | 0 | 0 | | 890 | 172 | 1,062 | | |
| 1/2 Holloway Bay Road | | | | 1.20 | 1.20 | 1.20 | 23 | 0.29 | 1.20 | 29 | 0.26 | | 475 | 1.20 | 17 | 8.63 | | - | 0 | 0 | | - | 0 | 0 | | 475 | 69 | 544 | | |
| Fox Road | | | | 1.40 | 3.50 | 3.50 | 66 | 0.85 | 3.50 | 85 | 0.75 | | 2.75 | 38 | 0.57 | | - | 0 | 0 | 0 | | - | 0 | 0 | | 0 | 189 | 189 | | |
| Sub-Total (Roads): | | | | 5.30 | 11.45 | 770 | 11.45 | 216 | 12.64 | 890 | 6.70 | 211 | 9.74 | 475 | 3.95 | 55 | 8.3 | 0 | - | 0 | - | 0 | - | 0 | - | 0 | 2,135 | 482 | 2,617 | |
| Total Assessment for Town of Fort Erie: | | | | 140.80 | 144.75 | 2,342 | 144.75 | 2,718 | 64.84 | 4,520 | 134.05 | 3,241 | 68.69 | 2,375 | 58.35 | 812 | 55.92 | 0 | - | 0 | - | 0 | - | 0 | - | 0 | 9,237 | 6,771 | 16,008 | |
| City of Port Colborne (27-11-040-00) (Former Twp of Humberstone) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lands | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Pts 1&2 | 6-072-15 | 776542 Ont. Ltd. | 19.00 | 15.55 | 15.55 | 292 | 3.74 | 15.55 | 378 | 3.33 | | 15.55 | 217 | 3.81 | | 2.70 | 60 | 0.83 | | 2.70 | 86 | 2.53 | | 0 | 1,031 | 1,031 | | | |
| 4 | Pt 3 | 6-075-00 | 776542 Ont. Ltd. | 14.20 | 11.70 | 11.70 | 219 | 2.81 | 11.70 | 283 | 2.5 | | 11.70 | 163 | 2.86 | | 11.70 | 258 | 3.58 | | 270 | 11.70 | 374 | 18.94 | | 270 | 1,297 | 1,567 | | |
| 4 | Pt 4 | 6-078-00 | D. & S. Anderson | 10.80 | 6.30 | 6.30 | 118 | 1.51 | 6.30 | 152 | 1.35 | | 6.30 | 88 | 1.54 | | 6.30 | 139 | 1.93 | | 6.30 | 201 | 5.91 | | 0 | 698 | 698 | | | |
| 5 | Pts 1&2 | 6-113-00 | 776542 Ont. Ltd. | 46.10 | 41.10 | 41.10 | 771 | 9.88 | 41.10 | 994 | 8.8 | | 41.10 | 572 | 10.04 | | 2,160 | 41.10 | 906 | 42.58 | | 520 | 0.60 | 19 | 15.85 | 2,680 | 3,262 | 5,942 | | |
| 5 | Pts 1&2 | 6-114-00 | S. & J. Hwang | 13.90 | 13.50 | 13.50 | 253 | 3.24 | 13.50 | 326 | 2.88 | | 13.50 | 188 | 3.3 | | 13.50 | 298 | 4.14 | | - | 0 | 0 | | 0 | 0 | 1,065 | 1,065 | | |
| 5 | Pts 3&4 | 6-119-00 | Loeffen Farms Ltd. | 1.60 | 0.80 | 0.80 | 15 | 0.19 | 0.80 | 19 | 0.17 | | 0.80 | 11 | 0.19 | | 0.80 | 18 | 0.25 | | - | 0 | 0 | | 0 | 0 | 63 | 63 | | |
| 5 | Pts 3&4 | 6-120-00 | 2144894 Ont Ltd | 1.50 | 0.75 | 0.75 | 14 | 0.18 | 0.75 | 18 | 0.16 | | 0.75 | 10 | 0.18 | | 0.75 | 17 | 0.24 | | - | 0 | 0 | | 0 | 0 | 59 | 59 | | |
| 5 | Pts 3&4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

GENERAL CONDITIONS**TABLE OF CONTENTS**

| | | |
|--------|---|---|
| 200.1 | SCOPE | 1 |
| 200.2 | ORDER OF PRECEDENCE | 1 |
| 200.3 | MUNICIPALITY | 1 |
| 200.4 | TENDERS | 1 |
| 200.5 | EXAMINATION OF SITE, PLANS AND SPECIFICATIONS | 1 |
| 200.6 | COMMENCEMENT AND COMPLETION OF WORK | 2 |
| 200.7 | NOTICES RE COMMENCEMENT OF WORK | 2 |
| 200.8 | PERMITS, NOTICES, LAWS AND RULES | 2 |
| 200.9 | HEALTH AND SAFETY | 2 |
| 200.10 | LIMITATIONS OF OPERATIONS | 2 |
| 200.11 | SUPERVISION | 3 |
| 200.12 | CHARACTER AND EMPLOYMENT OF WORKERS | 3 |
| 200.13 | SUB-CONTRACTORS | 3 |
| 200.14 | PAYMENT | 3 |
| 200.15 | TERMINATION OF CONTRACT BY THE MUNICIPALITY | 3 |
| 200.16 | LIQUIDATED DAMAGES | 4 |
| 200.17 | CONTRACTOR'S LIABILITY | 4 |
| 200.18 | LIABILITY INSURANCE | 5 |
| 200.19 | LOSSES DUE TO ACTS OF NATURE, ETC. | 5 |

200 **GENERAL CONDITIONS****200.1** **SCOPE**

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Instructions to Tenderers, the Form of Tender and Agreement, the Schedule of Tender Prices, the Drawings, the General Conditions, Special Provisions and the Standard Specifications.

200.2 **ORDER OF PRECEDENCE**

In case of any inconsistency or conflict between the drawings and specifications, the following order of precedence shall apply: Addenda, Form of Tender and Agreement, Schedule of Tender Prices, Special Provisions, Contract Drawings, Standard Specifications, General Conditions.

200.3 **MUNICIPALITY**

Municipality refers to a municipal corporation in the Province of Ontario. Where reference to Township, County, Region, Town, City or Owner appears it shall be deemed to be the same as the word Municipality. Where reference to owner appears in the specifications it is usually in reference to the owner of the property on which the drain is being constructed.

200.4 **TENDERS**

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Schedule of Tender Prices must be completed and submitted with the Form of Tender and Agreement even though the Contract will be a lump sum. As outlined in the Instructions to Tenders a deposit in the form of a certified cheque, bank draft, bonding or irrevocable letter of credit must accompany each tender as a guarantee of good faith. The deposit shall name the Municipality as the payee. All deposits, except that of the Tenderer to whom the work is awarded, will be returned within 10 days of the time the contract is awarded. The certified cheque of the Tenderer awarded the work will be retained as Contract Security and returned with the Completion Certificate for the work. A Performance Bond may also be required to ensure maintenance of the work for a period of one year after the date of the Completion Certificate.

200.5 **EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

Prior to the submission of the Tender, the Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to be satisfied with the existing conditions and the extent of the work to be done. The Tenderer must ensure that the meaning and intent of the drawings, estimated quantities and specifications is clearly understood before submission of the Tender. No allowances shall be made on behalf of the Contractor by reason of any error made in the preparation of the tender submission.

Any estimates of quantities shown or indicated on the drawings or elsewhere in the tender document are provided for the convenience of the Tenderer. The Tenderer should check the estimate of quantities for accuracy. Any use made of the estimated quantities by the Tenderer in calculating the tendered amounts is done at the Tenderers risk.

200.6 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Tenderer is notified of the contract award or at a later date, if set out as a condition in the Form of Tender and Agreement. If weather and ground conditions are unsuitable, work may be started at a later date from either of the above two dates if such delay is approved by the Engineer. The Contractor shall provide a minimum of 48 hours advance notice to the Engineer and the Municipality before commencement of any work. The work must proceed in such manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender/contract document. Failure to commence or complete the work as set out in the tender/contract document may result in a forfeiture of all or part of the Contract Security if the Engineer deems that damages have been sustained to the Municipality or to any landowner because of the non-commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

200.7 NOTICES RE COMMENCEMENT OF WORK

If the Contractor leaves the job site for a period of time after initiation of work, a minimum of 48 hours advance notice shall be given to the Engineer and the Municipality before commencement of any further work. If any work is commenced without the advance notice the Contractor shall be fully responsible for all such work undertaken prior to such notification and shall make good any works or materials judged to be inadequate or constructed in any manner that may have been subject to alteration if made known to the Engineer prior to commencement of construction.

200.8 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Contractor shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

200.9 HEALTH AND SAFETY

Contractor must comply with the Occupational Health and Safety Act (OHSA) and the associated Regulations for Construction Projects. Contractor will also follow any site-specific safety and training requirements of the Municipality, agencies, utility companies or other authorities.

Communication about site-specific hazards and safety requirements shall occur at the pre-construction meeting. If no pre-construction meeting is conducted, Contractor will communicate site-specific hazards and safety requirements before beginning work.

Contractor shall immediately report any workplace incidents, near misses, injuries and occupational illnesses to the Engineer.

200.10 LIMITATIONS OF OPERATIONS

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry out operations under the contract on Sundays or Statutory Holidays without permission in writing from the Engineer. The Engineer may direct in writing to the Contractor to cease or limit operations under the contract on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume, that the Engineer deems it necessary or expedient to do so.

200.11 SUPERVISION

The Contractor shall provide constant supervision of the construction work and shall keep a competent foreman in charge at the site.

200.12 CHARACTER AND EMPLOYMENT OF WORKERS

The Contractor shall employ only orderly, competent and skillful workers to do the work and shall give preference to available qualified residents in the area of the contract. Whenever the Engineer informs the Contractor in writing that any workers are, in the opinion of the Engineer, disorderly, incompetent, or breaking the law, such workers shall be discharged from the job site and shall not again be employed on the job site without the written consent of the Engineer.

200.13 SUB-CONTRACTORS

If the Municipality so directs, the Contractor shall not sublet the whole or any part of this contract without the approval of the Engineer.

200.14 PAYMENT

Progress payments in cash equal to about 90% of the value of the work done and materials incorporated in the work will be made to the Contractor monthly. If directed by the Engineer the Contractor may be required to provide a written request for the progress payment amount. An additional 7% will be paid 45 days after the date of the Completion Certificate by the Engineer and 3% of the contract price may be reserved by the Municipality as a maintenance holdback for one year from the date of the Completion Certificate.

The holdbacks noted above may be increased by the Municipality if, in the written opinion of the Engineer, particular conditions of the contract require such greater holdback.

After the completion of the work any part of maintenance holdback may be used to correct defects from faulty construction and/or materials provided that notice shall first be given by the Engineer in writing to the Contractor stating that the Contractor has seven (7) days in which to remedy the defect in construction and/or materials.

200.15 TERMINATION OF CONTRACT BY THE MUNICIPALITY

Termination of the contract by the Municipality may be considered if the Contractor:

1. should be adjudged bankrupt or make a general assignment for the benefit of creditors or if a receiver should be appointed on account of insolvency;
2. should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Engineer to supply such additional workmen or materials in order to commence or complete the works;
3. should fail to make prompt payment to sub-contractors or for materials or labour;
4. should persistently disregard laws, ordinances, or instructions from the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract;

then the Municipality, upon Certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, give written notice to the Contractor to terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Municipality may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work including compensation to the Engineer for additional

services and including other damages of every name and nature, such excess shall be paid to the Contractor. If such expense will exceed such unpaid balance including the Contract Security, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer. If the contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the Contract Security and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new tender for the contract being terminated.

If any unpaid balance and the Contract Security do not equal the monies owed by the Contractor upon the termination of the contract, the Municipality may also charge such expenses against any money which is or may thereafter be due to the Contractor from the Municipality.

200.16 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender/Contract Document, damage will be sustained by the Municipality. It is understood by the parties that it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Municipality a sum as set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed. It is agreed that the liquidated damages amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this section from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contractor shall not be assessed with liquidated damages for any delay caused by acts of nature, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the provisions of the Contract, the number of working days shall be increased or decreased as determined by the Engineer.

If the Form of Tender and Agreement does not show an amount for Liquidated Damages then Liquidated Damages do not apply for this contract.

200.17 CONTRACTOR'S LIABILITY

The Contractor and all workers, agents or any party under the Contractor's control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed during the construction work outlined in the contract. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement wherever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any workers, agents or parties under the Contractor's control including Sub-Contractors, and shall bear the full cost thereof. The Contractor shall be fully responsible to make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their

rights, in and during the performance of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by and at the expense of the Contractor, to the satisfaction of the Engineer. Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of an intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall comply with applicable laws and provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the country, province or locality in which the work is being done. Neither the Completion Certificate nor final payment thereunder, nor any provision in the Contract Document shall relieve the Contractor from this liability.

200.18 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance providing insurance coverage of at least \$3,000,000 for each and every accident, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality and the Engineer as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

200.19 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of nature, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

TABLE OF CONTENTS

| | | |
|--------|---|----|
| 400.1 | ABBREVIATIONS | 1 |
| 400.2 | PRE CONSTRUCTION MEETING | 1 |
| 400.3 | COLD WEATHER..... | 1 |
| 400.4 | WORKING AREA | 1 |
| 400.5 | ACCESS | 1 |
| 400.6 | ACCESS TO PROPERTIES ADJOINING THE WORK | 2 |
| 400.7 | DRAINAGE SUPERINTENDENT | 2 |
| 400.8 | ALTERATIONS TO WORK..... | 2 |
| 400.9 | ERRORS AND UNUSUAL CONDITIONS | 2 |
| 400.10 | TESTS | 2 |
| 400.11 | BENCHMARKS AND STAKES..... | 3 |
| 400.12 | OPENING UP OF FINISHED WORK | 3 |
| 400.13 | FINAL INSPECTION..... | 3 |
| 400.14 | WARRANTY | 3 |
| 400.15 | MATERIALS | 4 |
| 400.16 | RIPRAP | 5 |
| 400.17 | GEOTEXTILE | 5 |
| 400.18 | DISPOSAL OF MATERIALS | 5 |
| 400.19 | NOTIFICATION OF RAILROADS, ROAD AUTHORITIES AND UTILITIES | 5 |
| 400.20 | WORKING IN ROAD ALLOWANCES | 6 |
| 400.21 | LOCATIONS OF EXISTING UTILITIES..... | 6 |
| 400.22 | LANEWAYS..... | 7 |
| 400.23 | EXISTING CROSSING CLEANOUT | 7 |
| 400.24 | FENCES | 7 |
| 400.25 | LIVESTOCK | 8 |
| 400.26 | STANDING CROPS | 8 |
| 400.27 | CLEARING VEGETATION | 8 |
| 400.28 | ROCK REMOVAL..... | 9 |
| 400.29 | SEEDING | 10 |
| 400.30 | EROSION CONTROL BLANKETS | 11 |
| 400.31 | SEDIMENT CONTROL..... | 11 |
| 400.32 | GRASSED WATERWAYS AND OVERFLOW SWALES..... | 12 |
| 400.33 | BUFFER STRIPS | 13 |
| 400.34 | MAINTENANCE CORRIDOR | 13 |
| 400.35 | POLLUTION | 13 |
| 400.36 | SPECIES AT RISK | 13 |

400 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF DRAINS**400.1 ABBREVIATIONS**

- i) M.T.O. means the Ministry of Transportation of Ontario.
- ii) A.S.T.M. means the American Society for Testing Materials.
- iii) C.S.A. means the Canadian Standard Association.
- iv) O.P.S.D. means Ontario Provincial Standard Drawings
- v) O.P.S.S. means Ontario Provincial Standard Specifications
- vi) DFO means Fisheries and Oceans Canada
- vii) MNRF means Ministry of Natural Resources and Forestry
- viii) MOECC means Ministry of Environment and Climate Change

400.2 PRE CONSTRUCTION MEETING

The Contractor should arrange a pre-construction meeting with the Engineer, Municipality, affected landowners prior to commencement of construction.

If there is no pre-construction meeting or if a landowner is not present at the pre-construction meeting, the following shall apply. The drain is to be walked by the Contractor and each landowner prior to construction to ensure that both agree on the work to be done. Any difference of opinion shall be referred to the Engineer for decision. If the landowner is not contacted for such review, they are to advise the Engineer and/or Municipality.

400.3 COLD WEATHER

When working in cold weather is approved by the Engineer, the Contractor shall provide suitable means for heating and protection. All work completed in cold weather conditions shall be to the satisfaction of the Engineer and any additional cost to remedy unsatisfactory work, or protect the work shall be borne by the Contractor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

400.4 WORKING AREA

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For a closed drain the working area shall be a 10 metre width on either side of the trench or any combination not exceeding 20 metres. A 10m x 10m working area shall exist around any catchbasin, junction box or access point. For an open drain the working area shall be 17 metres on the side for leveling and 3 metres on the opposite side. A 10m working area shall exist for any overflow swale or grassed waterway. If any part of the drain is close to a property line then the fence line shall be one of the limits of the work area. Reduced or increased working areas will be described in detail on the Drawings.

400.5 ACCESS

The Contractor shall have access to the drain by entering the working area directly from road allowances or along access routes shown on the Drawings. All specifications governing fences, livestock and crops during drain construction apply to access routes. No other access routes shall be used unless first approved by the Engineer and the affected landowner. The Contractor shall contact each landowner prior to using the designated access routes. Contractor shall make good any damages caused by using the designated access routes.

400.6 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at no additional cost, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer. Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected landowners and such interruptions shall be arranged to minimize interference to those affected.

400.7 DRAINAGE SUPERINTENDENT

Where a Drainage Superintendent (Superintendent) is appointed by the Municipality, the Engineer may designate the Superintendent to act as the Engineer's representative. If so designated, the Superintendent will have the power to inspect and direct the execution of the work.

Any instructions given by the Superintendent which change the proposed work or with which the Contractor does not agree shall be referred to the Engineer for final decision.

400.8 ALTERATIONS TO WORK

The Engineer shall have the power to make alterations, additions and/or deletions in the work as shown or described in the Drawings or Specifications and the Contractor shall proceed to implement such changes without delay. Alterations ordered by the Engineer shall in no way render the contract void.

If a landowner desires deviations from the work described on the Drawings, the landowner shall submit a written request to the Engineer, at least 48 hours in advance of the work in question.

In every such case, the contract amount shall be increased or decreased as required according to a fair evaluation of the work completed. Where such changes involve additional work similar to items in the contract, the price for additional work shall be determined after consideration is given to the tendered price for similar items.

In no case shall the Contractor commence work considered to be extra work without the Engineer's approval. Payment for extra work is contingent on receipt of documentation to the satisfaction of the Engineer. Refer to the Extra Work Summary included in the Special Provisions.

400.9 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error without notice shall be done at the Contractor's risk. Any additional cost incurred by the Contractor to remedy an error or unusual condition without notice shall be borne by the Contractor. The Engineer shall direct the alteration necessary to correct errors or unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of documentation for the work added, deleted or adjusted.

400.10 TESTS

The Engineer reserves the right to subject any materials to a competent testing laboratory for compliance with the standard. If any materials supplied by the Contractor are determined to be inadequate to meet the applicable standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate materials with materials capable of meeting the standards.

The cost of testing the materials supplied by the Contractor shall be borne by the Contractor.

400.11 BENCHMARKS AND STAKES

Prior to construction, the Engineer will confirm the benchmarks. The Contractor shall be held liable for the cost of replacing any benchmarks destroyed during construction.

If the Engineer provides layout stakes, the Contractor shall be held liable for the cost of replacing any layout stakes destroyed during construction.

Where property bars are shown on the Drawings, they are to be protected and if damaged by the Contractor, they will be reinstated by an Ontario Land Surveyor at the expense of the Contractor. Where property bars not shown on the Drawings are damaged, they will be reinstated by an Ontario Land Surveyor at the expense of the project.

400.12 OPENING UP OF FINISHED WORK

If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making the work good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition the Contractor shall be paid for the expense of opening and making the work good, unless the Contractor has been obligated by any specification or by the direction of the Engineer to leave the work open for the Engineer's inspection.

400.13 FINAL INSPECTION

Final inspection by the Engineer will be made within twenty (20) days after receiving notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting may be held by the Engineer and landowners directly affected by the construction of the drain. The Contractor will attend this meeting upon notice by the Engineer.

If there is no on-site meeting with the Engineer and landowners, the Contractor shall obtain from each landowner a written statement indicating that the work has been performed to the owner's satisfaction. If the Contractor is unable to obtain a written statement from the landowner, the Engineer will determine if further work is required prior to issuing the Completion Certificate.

400.14 WARRANTY

There shall be a one-year warranty period on all completed work. The warranty period will commence on the date of the Completion Certificate.

When directed by the Engineer, the Contractor shall repair and make good any deficiencies in the work that may appear during the warranty period.

Before the work shall be finally accepted by the Municipality, the Contractor shall complete all work as directed by the Engineer and remove all debris and surplus materials and leave the work neat and presentable.

400.15 MATERIALS**400.15.1 Concrete Drain Tile**

Concrete drain tile shall conform to the requirements of the most recent ASTM C412 specifications for heavy duty extra quality, unless a stronger concrete tile is required by the Special Provisions or Drawings. All tile furnished shall be subject to the approval of the Engineer.

The minimum nominal lengths of the tile shall be 750mm for 150 to 350mm diameter tile and 1200mm for 400 to 900mm diameter tile.

All tile should be of good quality, free from distortions and cracks and shall meet the standards specified. The ends should be smooth and free from cracks or checks. All rejected tile are to be immediately removed from the site.

Granular backfill, where required, shall consist of approved sand or gravel having no particles retained on a screen having 50mm square openings.

Earth backfill shall consist of approved material having no large lumps or boulders.

400.15.2 Corrugated Plastic Tubing

Corrugated plastic tubing shall conform to the *Land Improvement Contractors of Ontario Standard Specification for Corrugated Plastic Drainage Tubing, 2006*. Type of material (solid or perforated) and need for filter sock will be specified on the Drawings or in the description of the work in the Special Provisions. Filter sock where specified shall be a standard synthetic filter material as provided by a recognized plastic tubing manufacturer unless noted differently on the contract drawings or elsewhere in the contract document. Protect coils of plastic tubing from damage and deformation.

400.15.3 Corrugated Steel Pipe

Corrugated Steel Pipe (CSP) shall be according to OPSS 1801 (CSA G401). Unless stated otherwise in the Special Provisions the pipe shall be:

- galvanized
- helical corrugation with lock seam and re-rolled annular ends
- 68mm x 13mm corrugation profile for diameters up to 1200mm
- 125mm x 25mm corrugation profile for diameters 1200mm and larger
- minimum wall thickness of 1.6mm for diameters up to 500mm
- minimum wall thickness of 2.0mm for diameters 600mm and larger
- joined using standard couplers matching the pipe diameter and material

Other coatings that may be specified include aluminized Type 2 or polymer. Polymer coating shall be a 254mm polymer film laminated to both sides of the pipe.

400.15.4 Plastic Pipe

Plastic Pipe shall be a high density polyethylene (HDPE) double wall corrugated pipe with smooth inner wall, solid with no perforations in accordance with OPSS 1840.

A minimum stiffness of 320 KPa at 5% deflection

The pipe shall be joined with snap-on or split couplers.

400.15.5 Concrete Sewer Pipe

Concrete sewer pipe shall be in accordance with OPSS 1820.

Non-reinforced concrete sewer pipe shall be used for pipe 375mm in diameter and smaller and reinforced concrete sewer pipe shall be used for pipe over 375mm.

Classes shall be as shown on the Contract Drawings or as described in the Form of Tender.

All new concrete sewer pipe shall have rubber-type gasket joints.

Where concrete sewer pipe "seconds" are specified, the pipe should exhibit no damage or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements of OPSS 1820. The pipe may contain cracks or chips in the bell or spigot which prevent the use of rubber gaskets but the joints must be protected with filter cloth.

400.16 RIPRAP

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm and is to be placed at 300mm thickness. Fine particles may be included to fill voids. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. Wherever riprap is placed, the area is to be over-dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

400.17 GEOTEXTILE

To be non-woven fabric that is rot proof, non-biodegradable, chemically resistant to acidic or alkaline soils and is dimensionally stable under different hydraulic conditions. The filter fabric is to be a material whose primary function is to act as a highly permeable, non-clogging soil separator for fine soils (Terrafix 360R or equal). Contractor is to avail himself of manufacturer's recommendations for cutting, installation and precautions necessary to avoid damage to fabric. Other approved equals will be considered by the Engineer prior to construction.

400.18 DISPOSAL OF MATERIALS

The Contractor shall remove all surplus materials from the job site at the end of the project. The Contractor shall locate the disposal site for all materials to be disposed of. Disposal of materials shall comply with applicable regulations.

400.19 NOTIFICATION OF RAILROADS, ROAD AUTHORITIES AND UTILITIES

Contractor will notify any Railroad, Road Authority or Utility at least 48 hours in advance regarding work to be performed on their property or affecting their infrastructure. The notice will be in writing and is exclusive of Saturdays, Sundays and Holidays.

A utility includes any entity supplying the general public with necessities or conveniences.

400.20 WORKING IN ROAD ALLOWANCES**400.20.1 General**

Work within public road allowances shall be done in accordance with the Ontario Traffic Manual Book 7, latest edition.

400.20.2 Road Crossings

If no specific detail is provided for road crossings on the drawings or in the specifications the following shall apply:

- A Road Authority will supply no labour, equipment or materials for the construction of the road crossing.
- Contractor will not commence road crossing work until any required permits have been obtained. The Engineer may apply for any required permits prior to construction.
- Contractor will notify the Road Authority at least 72 hours in advance of any construction in the road allowance.
- Road crossings may be made with an open cut unless otherwise noted.
- Exact location of crossing shall be verified with the Road Authority and the Engineer.
- Pipe shall be placed on a minimum 150mm depth of Granular A shaped for the pipe.
- Pipe backfill shall be compacted Granular A and extend 300mm above the top of the pipe.
- Trench shall be backfilled with acceptable native material for the base width of the road bed.
- The material shall be placed in lifts not exceeding 300mm in depth and shall be thoroughly compacted with an approved mechanical vibrating compactor.
- Top 600mm of the road bed backfill shall consist of 450mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
- Any surplus excavated material within the road allowance may be spread on the right-of-way with consent of the Road Superintendent otherwise the surplus material shall be hauled away.
- Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor to the satisfaction of the Engineer and Road Authority.
- Contractor shall be responsible for correcting any backfill settlement during construction and during the warranty period. Upon approval of the road authority, surplus gravel shall be stockpiled near gravel road crossings to provide backfill for future trench settlement.
- All road crossings shall meet the approval of the Road Authority.
- If any road crossing is not left in a safe manner at the end of the working day barricades and warning signs shall be erected to guarantee the safety of the travelling public.
- If the Engineer deems a road to surface to have been damaged by the construction of a drain, either across or along the road, the Engineer may direct the Contractor to restore the road surface to existing or better condition at no additional cost.

400.20.3 Maintenance of Traffic

Unless directed otherwise on the drawings or in the specifications the Contractor shall keep the road open to traffic at all times. The Contractor shall provide suitable warning signs and/or flagging to the satisfaction of the Road Authority to notify of the construction work.

If a detour is required, the Contractor shall submit a proposal as to the details of the detour for approval by the Road Authority. If necessary to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route. Contractor shall undertake all notifications required for a road closure in consultation with the Municipality.

400.21 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overhead utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position

of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located in accordance with the Ontario Underground Infrastructure Notification System Act.

All utilities shall be exposed to the satisfaction of the utility company to verify that the construction proposed will not conflict with the utility structure. Additional payment will be allowed for relocation of utilities if conflicts should occur.

The Contractor is responsible for protecting all located and exposed utilities from damage during construction. The Contractor shall assume liability for damage caused to all properly located utilities.

400.22 LANEWAYS

If no specific detail is provided for laneway crossings on the Drawings or in the Specifications the following shall apply:

- Pipe backfill shall be acceptable native material that can be compacted in place.
- Top 450mm of laneway backfill shall consist of 300mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
- Minimum cover on laneway culverts shall be 300mm.
- Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor.
- The width of surface restoration shall match the existing laneway.
- Contractor shall be responsible for correcting any backfill settlement during construction and during the warranty period.

The timing of laneway closures will be coordinated by the Contractor to the satisfaction of the landowner.

400.23 EXISTING CROSSING CLEANOUT

Where the Special Provisions require an existing crossing to be cleaned, the Contractor shall provide a bottom width and depth that provides capacity equivalent to the capacity of the channel on either side. Excavated materials shall be hauled away unless adjacent landowners give permission for leveling. Care shall be taken to ensure that existing abutments or any portion of the structure are not damaged or undercut. The method of removing the material is to be pre-approved by the Engineer.

400.24 FENCES

If the Contractor is responsible to remove and install fences, the following shall apply:

- All fences removed by a Contractor are to be re-erected in as good a condition as existing materials permit.
- All fences shall be properly stretched and fastened. Where directed by the Engineer, additional steel posts shall be placed to adequately support a fence upon re-erection.
- Where practical and where required by the landowner, the Contractor shall take down an existing fence at the nearest anchor post and roll the fence back rather than cutting the fence and attempting to patch it.
- Where fence materials are in such poor condition that re-erection is not possible, the Contractor shall replace the fence using equivalent materials. Such fence material shall be approved by the Engineer and the landowner. Where the Engineer approves new fence material, additional payment will be provided.

Any fences paralleling an open drain, that are not line fences, that hinder the proper working of the excavating machinery for drain construction or maintenance shall be removed and rebuilt by the

landowner at their own expense. If such parallel fences are line fences they shall be removed and reinstalled by the Contractor.

No excavated or cleared material shall be placed against fences.

The installation of all fences shall be done to the satisfaction of the Engineer and the landowner.

400.25 LIVESTOCK

If any construction will be within a fenced field containing livestock that are evident or have been made known to the Contractor, the Contractor shall notify the owner of the livestock 48 hours in advance of access into the field. Thereafter, the owner shall be responsible for the protection of the livestock in the field during construction and shall also be liable for any damage to or by the livestock.

Where the owner so directs or where the Contractor has failed to reach the owner, the Contractor shall adequately re-erect all fences at the end of each working day. No field containing livestock shall have a trench left open at the end of the working day, unless the trench has been adequately backfilled or protected. Failure of the Contractor to comply with this paragraph shall render the Contractor liable for any damage to or by the livestock.

Where livestock may be encountered on any property the Contractor shall notify the Engineer to arrange for inspection of the work prior to backfilling.

400.26 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops within the working area for the drain. However, the Contractor shall notify the owner of the crops 48 hours prior to commencement of construction so as to allow the owner an opportunity to harvest or salvage the crop within the drain working area. If this advance notice is not given the Contractor may be liable for the loss of the standing crops.

400.27 CLEARING VEGETATION

400.27.1 General

The area for clearing, if not defined elsewhere, shall be 15m on each side of the drain.

400.27.2 Trees to Remain

Where it is feasible to work around existing trees that do not impede the function of the drainage works, the Contractor shall not remove any deciduous tree larger than 300mm and any coniferous tree larger than 200mm, unless authorized by the Engineer.

400.27.3 Incidental Clearing

Incidental clearing includes removal of trees, brush or other vegetation with an excavator during construction activities, and the cost is to be included in the price for the related construction activity.

400.27.4 Power Brushing

Power brushing includes removal of above-ground vegetation with a rotary brush cutter or other mechanical means. Stump and root removal is not required. Power brushed vegetation in a channel cross-section shall be removed and leveled in the working area. Excavated material may be placed and leveled on power brushed vegetation.

400.27.5 Close-Cut Clearing

Close-cut clearing includes removal of above-ground vegetation cut flush with the ground. Stump and root removal is not required.

400.27.6 Clearing And Grubbing

Clearing and grubbing includes removal of vegetation, including stumps and roots. Removal of earth from the grubbed area into the windrows or piles is to be minimized.

400.27.7 Disposal of Cleared Vegetation**400.27.7.1 In Bush Areas**

Cleared vegetation is to be pushed into windrows or piles at the edge of the cleared area. Stumps and roots are to be piled first at the edge of the cleared area, followed by other vegetation (trunks, branches, etc.). Provisions for lateral drainage are required through all windrows. Windrows are not to block any laneways or trails. After removing cleared vegetation, the working area shall be leveled to the satisfaction of the Engineer.

400.27.7.2 In Field Areas

Cleared vegetation resulting from incidental clearing or power brushing may be hauled away, mulched in place or reduced to a size that permits cultivation using conventional equipment without causing undue hardship on farm machinery.

Cleared vegetation resulting from close-cut clearing or clearing and grubbing is to be hauled away to an approved location. Disposal sites may be in bush areas or other approved locations on the same farm. No excavated material shall be levelled over any logs, brush or rubbish of any kind.

400.27.8 Landowner Requested Salvage

A landowner may request that wood be separated from the windrows for the landowner's future use. This additional work would be eligible for extra payment, subject to the approval of the Engineer. The cost of the additional work would be assessed to the landowner.

400.27.9 Clearing by Landowner

Wherever the Special Provisions indicate that clearing may be undertaken by the landowner, work by the landowner shall be in accordance with the Clearing Vegetation requirements of this specification and must be completed so as not to cause delay for the Contractor. If the landowner does not complete clearing in accordance with these requirements, the Contractor will undertake the clearing at a price approved by the Engineer.

400.28 ROCK REMOVAL**400.28.1 General**

Rock shall be defined as bedrock and boulders that are greater than one-half cubic metre in size and that require blasting or hoe-ram removal. Bedrock or boulders that can be removed with a standard excavator bucket are not considered rock removal.

400.28.2 Blasting Requirements

All blasting shall be performed by a competent, qualified blaster in accordance with OPSS 120. Blasting mats are required. A pre-blast survey meeting the requirements of OPSS 120 must be completed for any structure within 200m of any blasting. The cost for pre-blast survey shall be included in the tender price for rock removal.

400.28.3 Typical Sections and Pay Limits

For tile drains and road culverts, rock shall be removed to 150mm below the proposed grade shown on the profile so that pipes are not in direct contact with rock. The width of rock removal shall be 1m minimum or the diameter of the pipe plus 600mm.

For open drains, rock removal shall match the proposed grade and bottom width shown on the Drawings. Side slopes shall be vertical or sloped outward. Side slopes shall be free of loose rock when excavation is completed.

Payment for the quantity of rock removed will be based on the typical sections described in these specifications and confirmed by field measurements. There will be no payment for overbreak.

400.28.4 Disposal of Rock

Excavated rock shall be piled at the edge of the working area at locations designated by the landowner. The cost to pile excavated rock shall be included in the tender price for rock removal. If the Special Provisions or the landowner require excavated rock to be hauled away, additional payment will be considered.

Where approved by the Engineer, excavated rock may be used in place of imported riprap.

400.29 SEEDING

400.29.1 General

Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Areas that remain grassed after construction may not need to be seeded unless directed otherwise by the Engineer.

400.29.2 Drainage Works and Road Allowances

All disturbed ditch banks, berms and road allowances are to be seeded at the end of the day.

The following seed mixture shall be applied at 60kg/ha using a mechanical (cyclone) spreader:

- 35% Creeping Red Fescue
- 25% Birdsfoot Trefoil
- 25% Kentucky Bluegrass
- 10% Cover Crop (Oats, Rye, Barley, Wheat)
- 5% White Clover

Provide temporary cover for late fall planting by adding an additional 10 kg/ha of rye or winter wheat.

400.29.3 Hydroseeding

Where hydroseeding is specified, disturbed areas will be restored by the uniform application of a standard roadside mix, fertilizer, mulch and water at a rate of 2,000 kg/ha and be in accordance with OPSS 804.

400.29.4 Seeding Lawns

Unless specified otherwise, lawn areas shall be seeded with Canada No. 1 lawn grass mixture applied at 300 kg/ha using a mechanical (cyclone) spreader on 100mm of topsoil. Fertilizer shall be 5:20:20 or 10:10:10 applied at 300 kg/ha. Seed and fertilizer shall be applied together. Contractor shall arrange for watering with landowners.

400.29.5 Sod

Where sod is specified, sod is to be commercial grade turfgrass nursery sod, Kentucky Bluegrass placed on 50mm of topsoil. Fertilizer shall be 5-20-20 applied at 10kg/ha. Place sod in accordance with supplier instructions. Contractor is responsible for saturating the sod with water on the day of sod placement. Subsequent watering is the responsibility of the landowner.

400.30 EROSION CONTROL BLANKETS

Erosion Control Blankets (ECB) shall be biodegradable and made of straw/coconut (Terrafix SC200, Nilex SC32 or equal) or coconut (Terrafix C200, Nilex C32 or equal) with photodegradable, double net construction. The blanket and the staples shall be supplied and installed as per OPSS 804.

Erosion control blanket shall be placed and stapled into position as per the manufacturer's installation instructions on slopes as directed by the Engineer. Blankets shall be installed in direct contact with the ground surface to form a uniform, cohesive mat over the seeded earth area. The blankets are to be single course with 150mm overlap between blankets and joints are to be staggered. The Contractor shall ensure that the ECB is anchored to the soil and that tenting of the ECB does not occur.

On slopes, when the ECB cannot be extended 1m beyond the crest of the slope, the uppermost edge of the ECB shall be anchored in a 150mm wide by 150mm deep trench. The trench shall be backfilled with earth and compacted.

400.31 SEDIMENT CONTROL**400.31.1 General**

Contractor shall install sediment control features at the downstream limits of the project and at other locations as shown on the drawings or directed by the Engineer.

Sediment control features shall be installed prior to any excavation taking place upstream of that location. The Contractor shall maintain all sediment control features throughout construction and the warranty period.

Sediment that accumulates during construction shall be removed and levelled as required.

400.31.2 Flow Check Dams**400.31.2.1 Temporary Straw Bale Flow Check Dam**

The straw bale flow check dam shall consist of a minimum of 3 bales. Each bale is to be embedded at least 150mm into the channel bottom and shall be anchored in place with 2 T-bar fence posts or 1.2m wooden stakes driven through the bale.

Straw bales shall be hauled away at the end of the warranty period. Accumulated sediments shall be excavated and levelled when the temporary straw bale flow check dam is removed.

400.31.2.2 Temporary Rock Flow Check Dam

The temporary rock flow check dam shall extend to the top of the banks so that dam overtopping does not cause bank erosion. Rock shall be embedded a minimum of 150mm into the ditch bottom and banks. No geotextile is required for temporary rock flow check dams.

Accumulated sediments shall be excavated and levelled when the temporary rock flow check dam is removed at the conclusion of the warranty period.

400.31.2.3 Permanent Rock Flow Check Dam

The requirements of temporary rock flow check dams shall apply except rock shall be placed on geotextile and the dam shall remain in place permanently.

400.31.3 Sediment Traps**400.31.3.1 General**

The channel bottom shall be deepened in accordance with the dimensions provided in the Drawings or Special Provisions. If dimensions are not specified on the Drawings, the sediment trap shall be excavated within the channel cross-section at least 0.3m below the design grade.

The Contractor will monitor the sediment trap during construction and cleanout accumulated sediments as required to maintain the function of the sediment trap.

If specified to be temporary, no sediment trap maintenance is required after construction is complete.

If specified to be permanent, the contractor will clean out the sediment trap at the conclusion of the warranty period, unless directed otherwise by the Engineer.

400.31.3.2 Sediment Trap with Flow Check Dam

A permanent rock sediment trap shall include a permanent sediment trap and a rock flow check dam.

A temporary rock/straw sediment trap shall include a temporary sediment trap and a rock/straw flow check dam.

400.31.4 Turbidity Curtains

A turbidity curtain is required when there is permanent water level/flow and a sediment trap is not feasible.

Turbidity curtains shall be in accordance with OPSS 805 and installed per manufacturer's instructions.

Turbidity curtains shall be sized and anchored to ensure the bottom edge of the curtain is continuously in contact with the waterbody bed so that sediment passage from the enclosed area is prevented. The curtain must be free of tears and capable of passing the base flow from the drainage works. Turbidity curtain locations may be approved by the Engineer.

Turbidity curtains are to remain functional until work in the enclosed area is completed. Prior to relocating or removing turbidity curtains, accumulated sediment is to be removed from the drain and levelled.

Where a turbidity curtain remains in place for more than two weeks it shall be inspected for damage or clogging and replaced, repaired or cleaned as required.

400.31.5 Silt Fence

Silt fence shall be in accordance with OPSS 805.07.02.02 and OPSD 219.110 (light-duty).

400.32 GRASSED WATERWAYS AND OVERFLOW SWALES

Grassed waterways and overflow swales typically follow low ground along the historic flow route. The cross-section shall be saucer shaped with a nominal 1m bottom width, 8:1 side slopes and 300mm depth unless stated otherwise in the Special Provisions.

All grassed waterways are to be permanently vegetated. Grassed waterways shall be seeded with the following permanent seed mixture: 50% red fescue, 45% perennial ryegrass and 5% white clover, broadcast at 80 kg/ha. Fertilizer to be 7-7-7 applied at 80 kg/ha.

Provide temporary cover for late fall planting by adding an additional 10 kg/ha of rye or winter wheat.

Overflow swales may be cropped using conventional farming practice.

400.33 BUFFER STRIPS

Open drains shall include minimum 3m wide, permanently vegetated buffer strips on each side of the drain. Catchbasins shall include a minimum 1m radius, vegetated buffer strip around the catchbasin.

Cultivation of buffer strips using conventional farming practice may be undertaken, provided sediment transport into the drain is minimized.

400.34 MAINTENANCE CORRIDOR

The maintenance corridor along the route of the drain, as established in the report, shall be kept free of obstructions, ornamental vegetation and structures. When future maintenance is undertaken, the cost of removing such items from the corridor shall be assessed to the landowner.

400.35 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor or any landowner shall not spill or cause to flow any polluted material into the drain that is not acceptable to the MOECC. The local MOECC office and the Engineer shall be contacted if a polluted material enters the drain. The Contractor shall refill or repair equipment away from open water. If the Contractor causes a spill, the Contractor is responsible to clean-up the spill in accordance with MOECC clean-up protocols.

400.36 SPECIES AT RISK

If a Contractor encounters a known Species At Risk designated by the MNRF or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines for work around the species.

STANDARD SPECIFICATIONSFOROPEN DRAINSTABLE OF CONTENTS

| | | |
|----------|---|---|
| 410.1 | DESCRIPTION | 1 |
| 410.2 | MATERIALS | 1 |
| 410.3 | CONSTRUCTION..... | 1 |
| 410.3.1 | Excavation..... | 1 |
| 410.3.2 | Low Flow Channels | 1 |
| 410.3.3 | Line | 1 |
| 410.3.4 | Grade Control..... | 1 |
| 410.3.5 | Variation from Design Grade | 2 |
| 410.3.6 | Excavated Material | 2 |
| 410.3.7 | Excavation at Existing Bridge and Culvert Sites | 3 |
| 410.3.8 | Bridges and Culverts | 3 |
| 410.3.9 | Obstructions | 3 |
| 410.3.10 | Tile Outlets | 4 |
| 410.3.11 | Completion | 4 |

410.1 DESCRIPTION

Work under this item shall include the supply of labour, equipment and materials required for: channel excavation to the cross-section specified, leveling or disposal of all excavated material (spoil) as directed, reconstruction of all intercepted drains as required and any other items related to open drain construction as required by the Schedule of Tender Prices, Special Provisions or the Drawings.

410.2 MATERIALS

Refer to Section 400, Standard Specifications for Drain Construction for any materials required for open drain construction.

410.3 CONSTRUCTION**410.3.1 Excavation**

The bottom width and the side slopes of the ditch shall be as shown on the profile drawing. If the channel cross-section is not specified in the Special Provisions it shall be a 1m bottom width with 1.5m horizontal to 1m vertical (1.5:1) bank slope. At locations along the drain where the specified side slopes change there shall be a transitional length of not less than 5m between the varying side slopes. At locations along the drain where the specified bottom width changes there shall be a transitional length of not less than 5m. In all cases there shall be a smooth transition between changes in any part of the channel cross-section. Where the bottom width of the existing ditch matches the specified bottom width, ditch excavation shall be completed without disturbing existing banks.

410.3.2 Low Flow Channels

Unless specified otherwise in the Special Provisions, all intermittent open drains with a bottom width greater than 1.8m and a grade less than 0.07%, shall have a low flow channel. The bottom of the low flow channel shall be the grade shown on the profiles.

The low flow channel shall have a U-shaped cross-section with an average top width of 0.5m and a minimum depth of 0.3m. The low flow channel will not be seeded and may meander along the main channel bottom provided it remains at least .3m from the toe of main channel bank slope.

410.3.3 Line

The drain shall be constructed according to the alignment shown on the drawings or shall follow the course of the existing ditch. All bends shall have a minimum inside radius of 2m. There shall be a smooth transition between changes in the channel alignment. The Contractor shall contact the Engineer before removing any bends or irregularities in an existing ditch.

410.3.4 Grade Control

The profile shows the grade line for the bottom of the ditch. Cuts may be shown on the profile from the existing top of bank and/or from the existing ditch bottom to the new ditch bottom. These cuts are shown for the convenience of the Contractor and are not recommended for quantity estimate or grade control. Accurate grade control must be maintained by the Contractor during ditch excavation. The ditch bottom elevation should be checked every 50 metres and compared to the elevation on the profile.

Benchmarks are identified on the Contract Drawings. The Engineer will confirm all benchmark elevations prior to construction.

410.3.5 Variation from Design Grade

A variation of greater than 25mm above the design grade line may require re-excavation. Excavation below design grade up to 150mm is recommended so that sediment accumulation during or following excavation will not place the ditch bottom above the design grade at completion. Under some circumstances the Engineer may direct that over excavation greater than 200mm will have to be backfilled. No additional payment will be made if backfilling is required to remedy over excavation.

410.3.6 Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain within the specified working area as directed in the Special Provisions. The Contractor shall verify the location for the spoil with each landowner before commencing work on their property. If not specified, spoil shall be placed on the low side of the ditch or opposite trees and fences. The spoil shall be placed a minimum 1m from the top of the bank. No excavated material shall be placed in tributary drains, depressions, or low areas such that water is trapped behind the spoil bank. Swales shall be provided through the leveled or piled spoil at approximately 60m intervals to prevent trapping water behind the spoil bank.

The excavated material shall be placed and leveled to a maximum depth of 250mm; unless otherwise instructed. If excavating more than 450mm topsoil shall be stripped, stockpiled separately and replaced over the leveled spoil, unless stated otherwise in the Special Provisions. The edge of the spoil bank furthest from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with conventional equipment without causing undue hardship on farm machinery.

Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps and roots from the working area. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones in the leveled spoil that are greater than 300mm in diameter shall be moved to the edge of the spoil bank nearest to the ditch but in general no closer than 1m to the top of bank.

Lateral channels that outlet into the drain shall be tapered over a distance of 10m to match the grade of drain excavation. No additional payment will be made for this work.

Where the elevation difference between the lateral channel and the drain is greater than 450mm, a rock chute or similar bank protection approved by the Engineer shall be provided. Additional payment may be allowed for this work.

Where it is specified to straighten any bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no additional payment will be allowed for backfilling the existing ditch.

The Contractor shall contact the Engineer if a landowner indicates in writing that spoil on the owner's property does not need to be leveled. The Engineer may release the Contractor from the obligation to level the spoil and the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. Final determination on whether or not the leveling of spoil meets the specification shall be made by the Engineer.

410.3.7 Excavation at Existing Bridge and Culvert Sites

The Contractor shall excavate the drain to the specified depth under all bridges and to the full width of the structure unless specified otherwise in the Special Provisions. All necessary care and precautions shall be taken to protect permanent structures. Temporary bridges may be removed and left on the bank of the drain. In cases where the design grade line falls below the top of footings, the Contractor shall take care to not over-excavate below the grade line. The Contractor shall notify the Engineer if excavation of the channel exposes the footings of the bridge or culvert, so the Engineer can make an evaluation.

The Contractor shall clean through all pipe culverts to the grade line and width specified on the profile. The Contractor shall immediately contact the Engineer after a culvert cleanout if it is found that the culvert bottom is above the grade line or where the structural integrity of the culvert is questionable.

Material resulting from cleanout through bridges or culverts shall be levelled on the adjacent private lands or hauled offsite at the expense of the bridge/culvert owner.

410.3.8 Bridges and Culverts

The size and material for any new ditch crossings shall be as outlined in the Special Provisions.

For culvert installation instructions, refer to the General Specifications for Drain Construction and the Drawings.

Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications.

If directed on the drawings that the existing crossing is to be salvaged for the owner, the Contractor shall carefully remove the existing crossing and place it beside the ditch or haul to a location as specified by the owner. If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site must be approved by the Engineer and the owner.

All new pipe crossings shall be installed at the invert elevations as specified on the Drawings, usually a minimum of 50mm below design grade. If the ditch is over excavated greater than 200mm below design grade the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

For backfill and surface restoration, refer to the General Specifications for Drain Construction and the Drawings.

Installation of private crossings during construction must be approved by the Engineer.

410.3.9 Obstructions

All trees, brush, fallen timber and debris shall be removed from the ditch cross-section and as required for spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed and put in piles, unless directed otherwise by the Engineer.

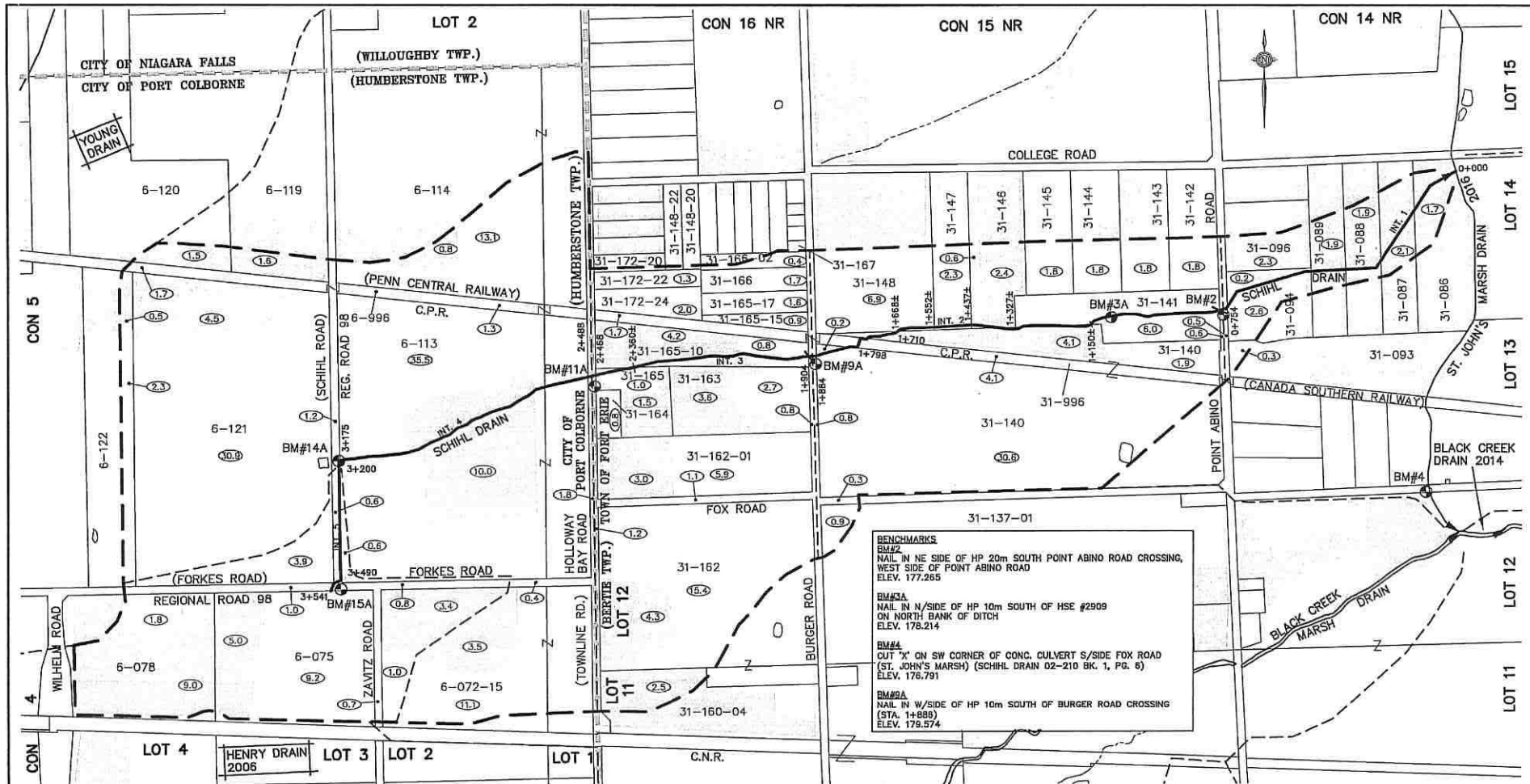
410.3.10 Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet or the tile upstream is damaged due to construction, it shall be replaced at the Contractor's expense. Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. In all cases, if an existing tile outlet requires replacement the Contractor shall confirm the replacement tile outlet with the Engineer. Where riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any tile outlet becomes plugged as a result of construction, the Contractor shall remove the obstruction.

410.3.11 Completion

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.



NOTES:
 -ALL ROLL NO'S IN TOWN OF FORT ERIE BEGIN WITH 27-03-020-0 EG. 31-151 IN FULL IS 27-03-020-031-161
 -ALL ROLL NO'S IN CITY OF PORT COLBORNE BEGIN WITH 040-00 EG. 6-077 IS 27-11-040-006-077

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

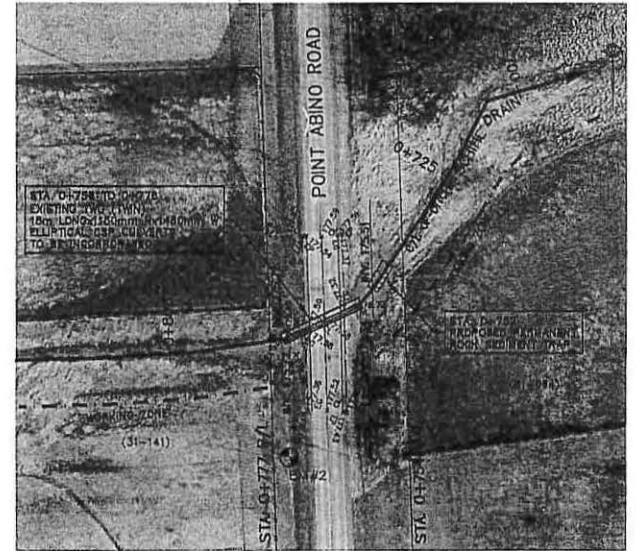
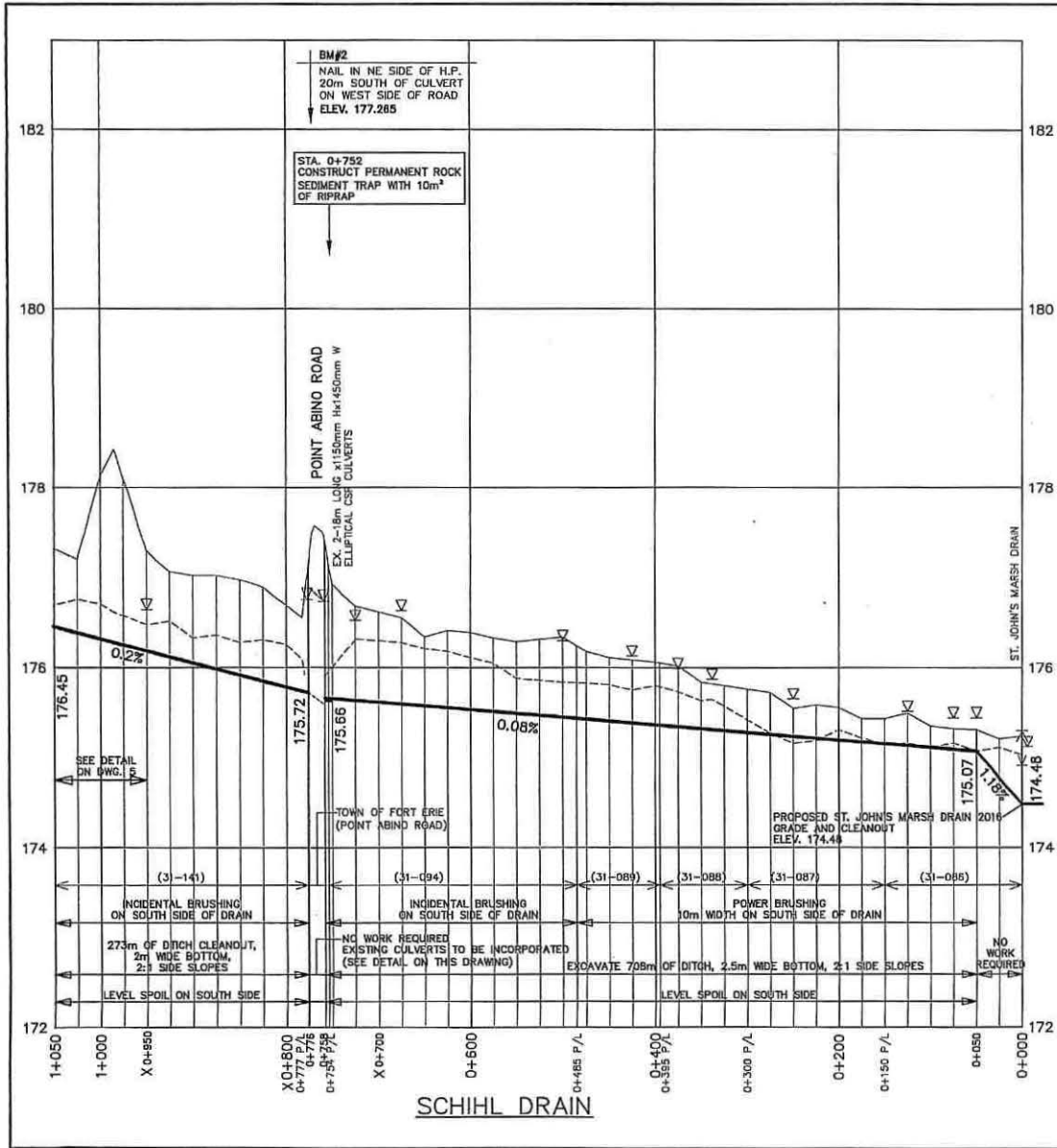
| PLAN LEGEND | |
|-------------|--|
| | MAJOR WATERSHED |
| | INTERMEDIATE WATERSHED |
| | PROPOSED WORK |
| | DENOTES PROPERTY OWNERSHIP ON BOTH SIDES OF LOT LINE |
| | LIMIT BETWEEN MUNICIPALITIES |
| | APPROXIMATE HECTARES IN WATERSHED |
| | ASSESSMENT ROLL NUMBER |
| | BUSH |

BENCHMARKS
 BM#2
 NAIL IN NE SIDE OF HP 20m SOUTH POINT ABINO ROAD CROSSING, WEST SIDE OF POINT ABINO ROAD ELEV. 177.265
 BM#3A
 NAIL IN N/SIDE OF HP 10m SOUTH OF HSE #2909 ON NORTH BANK OF DITCH ELEV. 178.214
 BM#4
 CUT 'X' ON SW CORNER OF CONC. CULVERT S/SIDE FOX ROAD (ST. JOHN'S MARSH) (SCHIHL DRAIN 02-210 BK. 1, PG. 6) ELEV. 176.791
 BM#5A
 NAIL IN W/SIDE OF HP 10m SOUTH OF BURGER ROAD CROSSING (STA. 1+888) ELEV. 176.574

NOTE: BASE MAPPING PROVIDED BY THE TOWN OF FORT ERIE

| | |
|--|------------------|
| SCHIHL DRAIN | |
| REGION OF NIAGARA | |
| TOWN OF FORT ERIE CITY OF PORT COLBORNE | |
| WATERSHED PLAN | MAR. 28, 2019 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER | |
| JOB NUMBER: 02-210 | DRAWING: 1 OF 12 |

| | | |
|---------------------|--|--------------------------|
| DESIGNED BY: N.W.M. | | SCALE |
| CHECKED BY: N.W.M. | | 0 100 200m |
| DRAWN BY: N.M.B. | | 1:10,000 (ON 11"x17") |
| CHECKED BY: N.W.M. | | |

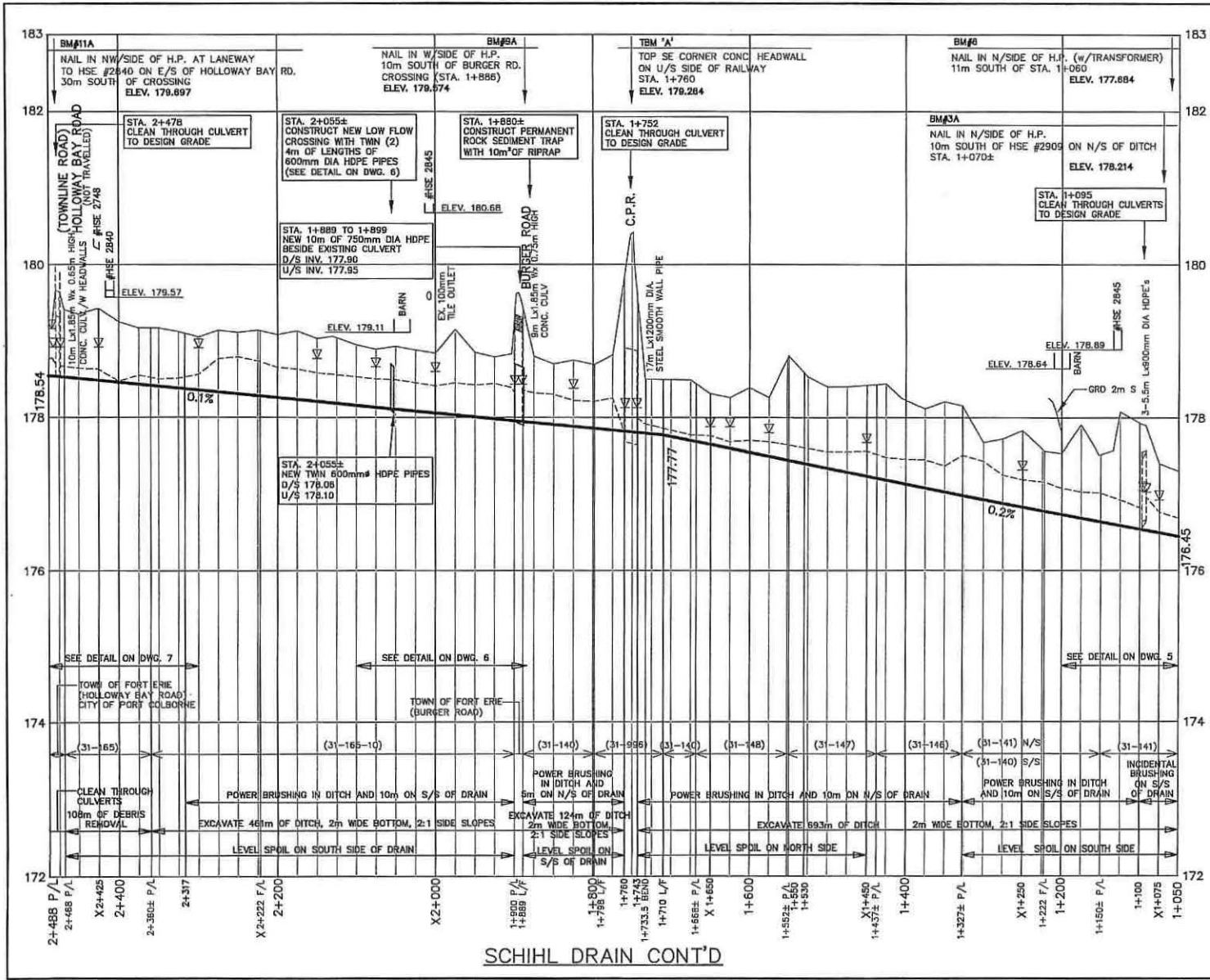


DETAIL STA. 0+754 TO 0+777
SCALE 1:1000 (ON 11"x17")

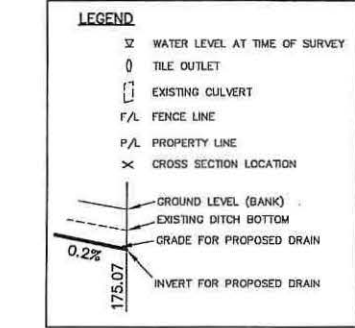
LEGEND

- ▽ WATER LEVEL AT TIME OF SURVEY
- TILE OUTLET
- EXISTING CULVERT
- FENCE LINE
- P/L PROPERTY LINE
- X CROSS SECTION LOCATION
- GROUND LEVEL (BANK)
- - - EXISTING DITCH BOTTOM
- GRADE FOR PROPOSED DRAIN
- INVERT FOR PROPOSED DRAIN
- - - EXISTING EDGE OF GRAVEL
- x - x - EXISTING FENCE
- - - PROPOSED RIGHT OF WAY

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| DESIGNED BY: H.N.M. | | SCALE 0 50 100m (SCALE 1:15000) |
| CHECKED BY: H.N.M. | | 0 100ft (SCALE 1:1500) |
| DRAWN BY: C.J.M. | | 0 1m (SCALE 1:150) |
| CHECKED BY: H.N.M. | | (ON 11"x17") |
| FIELD BOOK: 02-210 | SCHIHL DRAIN | |
| REGION OF NIAGARA | | TOWN OF FORT ERIE CITY OF FORT COLBORNE |
| MAIN DRAIN PROFILE | | MAR. 28, 2019 |
| | K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY | |
| | JOB NUMBER: 02-210 DRAWING: 2 OF 12 | REVISIONS: 2 OF 12 |

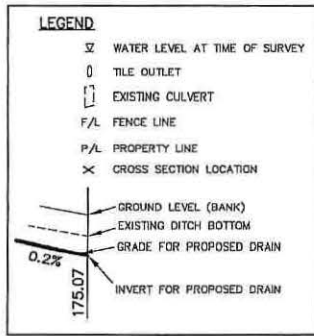
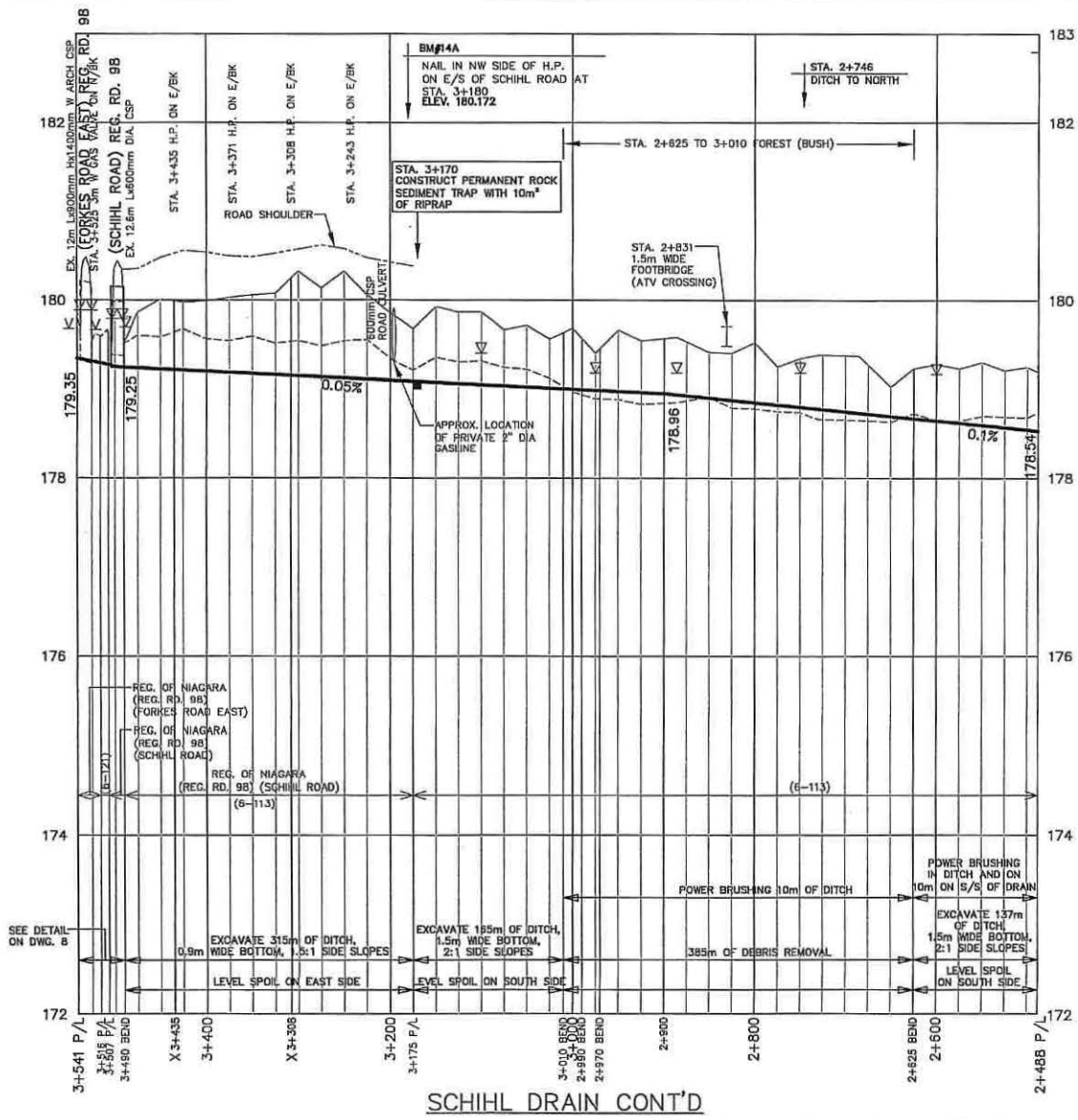


SCHIHL DRAIN CONT'D



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| CHECKED BY: N.W.M. | | SCHIHL DRAIN |
| REGION OF NIAGARA | | TOWN OF FORT ERIE CITY OF PORT COLBORNE |
| MAIN DRAIN PROFILE CONTINUED MAR. 28, 2019 | | REVISION: JOB NUMBER: 02-210 DRAWING: 3 OF 12 |

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| DESIGNED BY: N.W.M. | | SCALE 0 50 100m |
| CHECKED BY: N.W.M. | | [SCALE 1:5000] HORIZ. |
| DRAWN BY: N.M.B. | | 0 1m |
| CHECKED BY: N.W.M. | | [SCALE 1:50] VERT. (ON 11"x17") |
| FIELD BOOK: 02-210 | | |
| SCHIH L DRAIN | | |
| REGION OF NIAGARA | | TOWN OF FORT ERIE CITY OF PORT COLBORNE |
| MAIN DRAIN PROFILE CONTINUED | | MAR. 28, 2019 |
| H. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS DRAWING: KITCHENER SUBURARY | | REVISION: JOB NUMBER: D2-210 DRAWING: 4 OF 12 |



| LEGEND | |
|--------|-------------------------|
| | EXISTING DITCH |
| | EXISTING EDGE OF GRAVEL |
| | EXISTING FENCE |
| | BUSH LIMIT |
| | PROPOSED RIGHT OF WAY |

DESIGNED BY: N.W.M.
 CHECKED BY: N.W.M.
 DRAWN BY: N.M.R.
 CHECKED BY: N.W.M.
 FIELD BOOK: 02-210



SCALE
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 1:750
 (ON 11"x17")

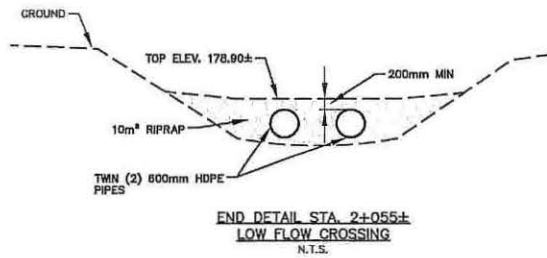
| SCHIHL DRAIN | |
|--|--|
| REGION OF NIAGARA | TOWN OF FORT ERIE CITY OF FORT COLBORNE |
| DETAIL STA. 0+050 TO 1+214 | MAR. 28, 2019 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS NITCHENER GURDEY | REVISED: JOB NUMBER: 02-210 DRAWING 5 OF 12 |

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STA. 2+055±
 CONSTRUCT NEW LOW FLOW CROSSING WITH
 TWIN (2) 4m LENGTHS OF 600mm DIA HDPE
 PIPES WITH 10m³ RIPRAP AT EACH END
 AND 3m WIDE LANEWAY (40m³ RIPRAP TOTAL)
 D/S INV.'s 178.06
 U/S INV.'s 178.10

| LEGEND | |
|--------|-------------------------|
| | EXISTING DITCH |
| | EXISTING EDGE OF GRAVEL |
| | EXISTING FENCE |
| | BUSH LIMIT |
| | PROPOSED RIGHT OF WAY |



BM#9A
 NAIL IN W/SIDE OF H.P.,
 10m SOUTH OF BURGER ROAD CROSSING
 (STA. 1+888±)
 ELEV. 178.574

| | | |
|---|--|--|
| DESIGNED BY: N.W.M. | | SCALE 1:750 (ON 11"x17") |
| CHECKED BY: N.W.M. | | |
| DRAWN BY: N.M.B. | | |
| CHECKED BY: N.W.M. | | |
| FIELD BOOK: 02-210 | | |
| SCHIHL DRAIN | | |
| REGION OF NIAGARA | | TOWN OF FORT ERIE CITY OF PORT COLBORNE |
| DETAIL STA. 1+884 TO 2+100 | | MAR. 28, 2019 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER ONTARIO GUELPH | | REVISION: JOB NUMBER: 02-210 DRAWING: 6 OF 12 |



BM#11A
 NAIL IN W/SIDE OF H.P.
 AT LANEWAY TO HSE #2840
 ON E/S OF HOLLOWAY BAY ROAD
 30m SOUTH OF CROSSING
 ELEV. 179.697

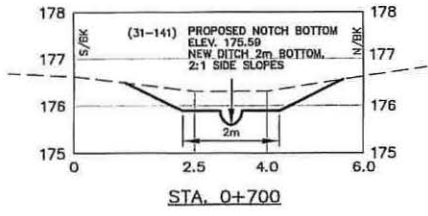
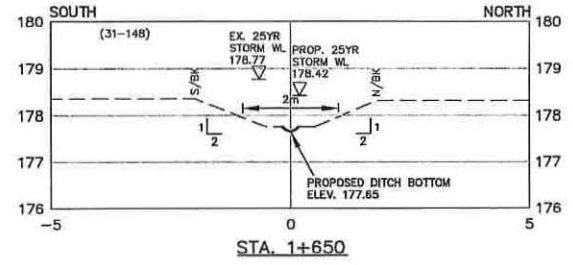
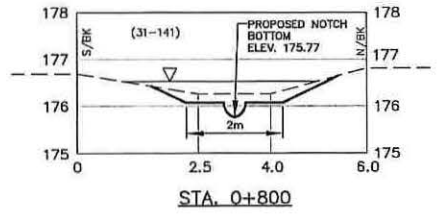
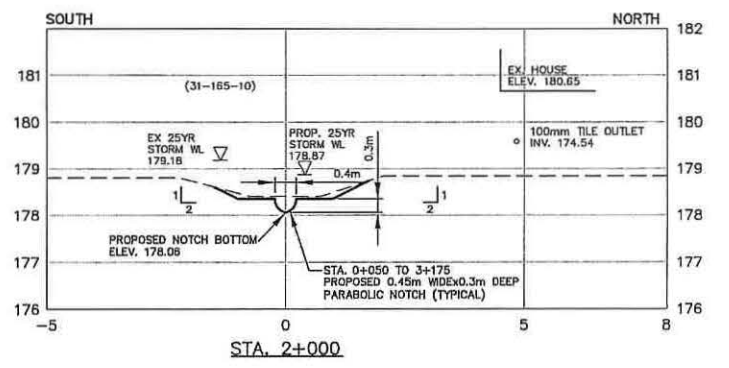
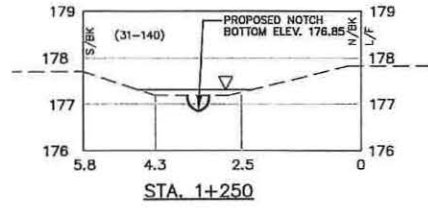
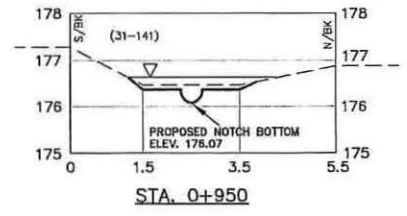
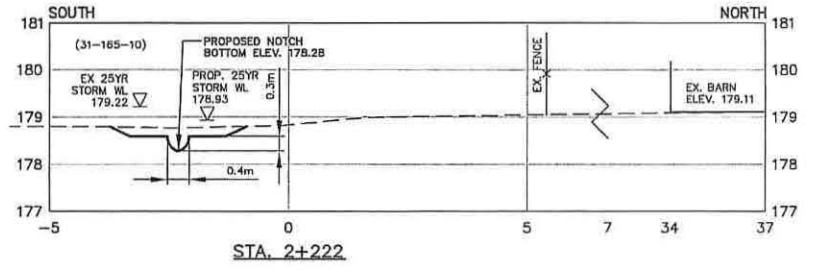
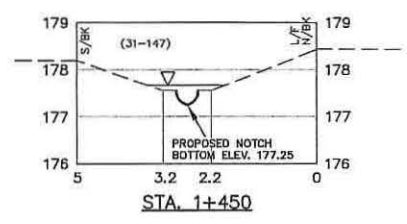
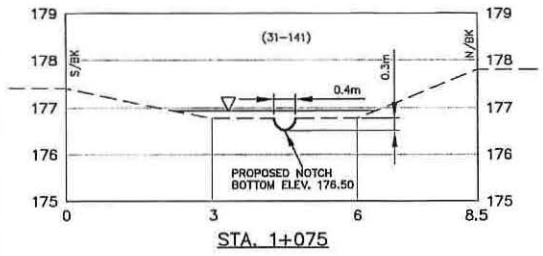
LEGEND

| | |
|--|-------------------------|
| | EXISTING DITCH |
| | EXISTING EDGE OF GRAVEL |
| | EXISTING FENCE |
| | BUSH LIMIT |
| | PROPOSED RIGHT OF WAY |

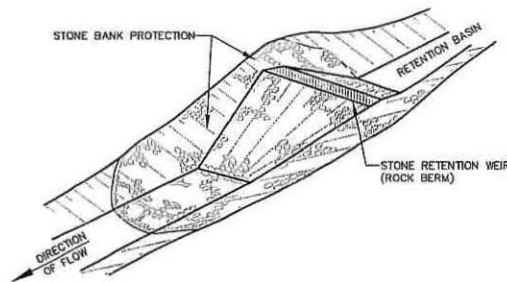
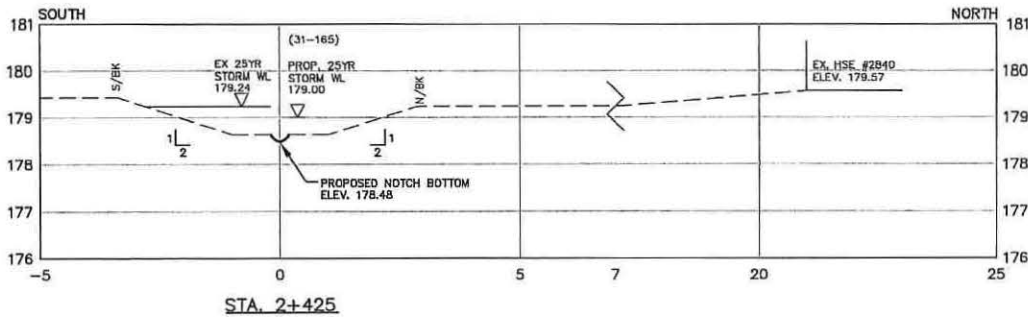
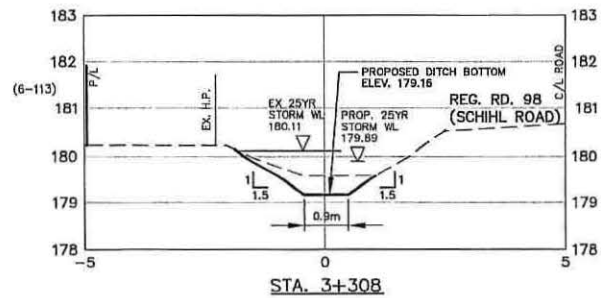
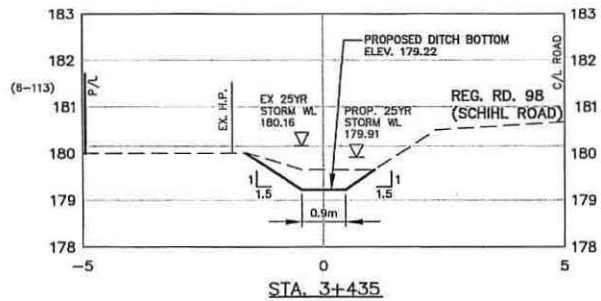
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| DRAWN BY: N.M.D. | | |
| CHECKED BY: N.W.M. | | |
| FIELD BOOK: 02-210 | | |

| | |
|---|--|
| SCHIHLE DRAIN | |
| REGION OF NIAGARA | TOWN OF FORT ERIE CITY OF PORT COLBORNE |
| DETAIL STA. 2+300 TO 2+488 | MAR. 28, 2019 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS RITCHIEBER SUDBURY | |
| REVISION: | JOB NUMBER: 02-210 |
| DRAWING: | 7 OF 12 |

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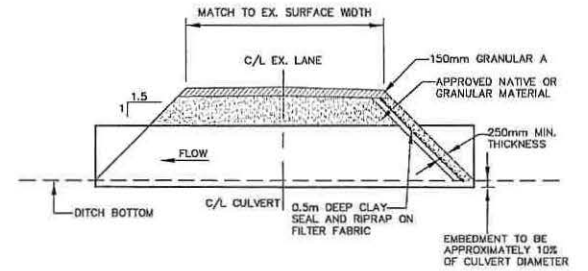


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| DESIGNED BY: N.W.M. | | SCALE 0 1 2m (SCALE 1:100) |
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| DRAWN BY: N.M.B. | | 0 1 2m (SCALE 1:100) |
| CHECKED BY: N.W.M. | | 0 1 2m (SCALE 1:100) |
| FIELD BOOK: 02-210 | | (ON 11"x17") |
| SCHIHL DRAIN | | |
| REGION OF NIAGARA | | TOWN OF FORT ERIE CITY OF PORT COLBORNE |
| CROSS SECTIONS | | MAR. 28, 2019 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY | REVISED: | |
| | JOB NUMBER: 02-210 | |
| 9 OF 12 | | |



PERMANENT SEDIMENT TRAP
N.T.S.

"h" & "w" ARE SPECIFIED IN PROJECTS "EXTENT OF WORK"



LANEWAY CULVERT DETAIL
N.T.S.

- NOTES:
1. ALL GRANULAR MATERIAL TO BE COMPACTED TO 98% SPMD WITH A MECHANICAL VIBRATORY COMPACTOR
 2. CLAY SEAL AND RIPRAP TO EXTEND 1.0m EACH SIDE OF CULVERT
 3. NO ROCKS OR AGGREGATES WITH A DIAMETER GREATER THAN 100mm SHALL BE PLACED WITHIN 200mm OF THE PIPE

STANDARD DRAWINGS
N.T.S.

| | | |
|--|--------------------------|--|
| DESIGNED BY: N.W.M. | | SCALE 0 1 2m (SCALE 1:100) |
| CHECKED BY: N.W.M. | | 0 1 2m (SCALE 1:100) |
| DRAWN BY: C.J.M. | | 0 1 2m (SCALE 1:100) |
| CHECKED BY: N.W.M. | | 0 1 2m (SCALE 1:100) |
| FIELD BOOK: 02-210 | | (ON 11"x17") |
| SCHIH L DRAIN | | |
| REGION OF NIAGARA | | TOWN OF FORT ERIE CITY OF PORT COLBORNE |
| CROSS SECTIONS CONTINUED AND STANDARD DRAWINGS | | MAR. 28, 2019 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS NITCHENER | REVISED: | |
| | JOB NUMBER: 02-210 | |
| SUBURRY | DRAWING NUMBER: 10 OF 12 | |

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300) SPECIAL PROVISIONS

300.1) SPECIFIC NOTES

A description of the Drain for construction and future maintenance is as follows:

R. Singleton (Roll No. 31-086) / J. Robertson & S. Cavey (Roll No. 31-087) / D. Merritt (Roll No. 31-088 & 31-089) / R. Charron (Roll No. 31-094)

- 0+000 to 0+050 - No work required. This portion was cleaned out (excavated) during St. John's Marsh Drain 2016 construction.
- For future maintenance, ditch to be 2.5m wide bottom, 2:1 side slopes and spill to be levelled on south side
- 0+050 to 0+485 - Power brushing 10m width on the south side of the drain
- 0+050 to 0+754 - 704m of ditch cleanout, 2.5m wide bottom, 2:1 side slopes. Level spill on the south side of drain including incidental brushing Sta. 0+485 to 0+754
- Seeding of ditch banks (5m sides)
- 0+752 - Construct permanent rock sediment trap with 10m² of riprap

Point Abino Road (Town of Fort Erie)

- 0+754 to 0+758 - 4m of ditch cleanout, 2.5m wide bottom, 2:1 side slopes. Level spill to south/east on Roll No. 31-094
- Seeding of ditch banks (5m sides)
- 0+758 to 0+776 - No work required. Existing twin (2) 18m lengths of 1150mm high x 1450mm wide elliptical CSP arch culverts to be incorporated
- 0+776 to 0+777 - 1m of ditch cleanout, 2m wide bottom, 2:1 side slopes. Level spill to the south/west side on Roll No. 31-141

H. Van Der Meer (House No. 2909) (Roll No. 31-141) / Willoyd Ltd. (Roll No. 31-140)

- 0+777 to 1+050 - 273m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on south side including incidental brushing on the south side of the drain
- Seeding of ditch banks (5m sides)
- 1+050 to 1+327 - 277m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on the south side
- Seeding of ditch bank (4m sides)
- 1+100 to 1+327 - Power brushing in ditch and 10m on the south side of the drain
- 1+095 - Clean through existing 3 - 5.5m lengths of 900mm dia. CSP culverts on Roll No. 31-141. Existing culverts to be incorporated

W. Yuan & G. Li (Roll No. 31-146) / C. Stackwood (Roll No. 31-147) / R. & A. Swinson (Roll No. 31-148) / Willoyd Ltd. (Roll No. 31-140) / C.P.R.-Caso (Roll No. 31-996) / Willoyd Ltd. (Roll No. 31-140)

- 1+327 to 1+658 - Power brushing in the ditch
- 1+327 to 1+743 - 416m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on the north side.
- Seeding of ditch banks (4m sides)
- 1+658 to 1+743 - Power brushing in ditch and 10m on the north side of the drain
- 1+743 to 1+760 - Clean through the existing 17m length of 1200mm dia. steel smooth wall pipe, with headwall at the upstream end, railway culvert. Level spill on Roll No. 31-140
- 1+760 to 1+884 - Power brushing in ditch and 5m on the north side of the drain
- 125m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes
- 1+880 - Construct permanent rock sediment trap with 10m² of riprap

Burner Road (Town of Fort Erie)

- 1+884 to 1+890 - 6m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on Roll No. 31-140
- 1+890 to 1+899 - Existing 9m length of the 1.85m wide x 0.75m high concrete culvert (no concrete bottom) to remain. No work required. Pipe to be installed as per detail on Drawing 12
- 1+889 to 1+899 - Install 10m of 750mm dia. HDPE pipe beside existing culvert across the road by open cut including restoration
- 1+899 to 1+904 - 5m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on Roll No. 31-165-10

D. & T. Brewster (House No. 2845) (Roll No. 31-165-10) / W. & K. Hawkins (House No. 2840) (Roll No. 31-165)

- 1+904 to 2+317± - Power brushing in ditch and 10m on the south side
- 1+904 to 2+468 - 564m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on the south side.
- Seeding of ditch banks (4m sides)

- 2+055± - Construct low flow crossing consisting of twin (2) 4m lengths of 600mm dia. HDPE pipes and 40m² of riprap.
- 2+410 to 2+418 - Caution: Avoid damage (do not disturb) existing swimming pool to the south

Holloway Bay Road (Town of Fort Erie / City of Port Colborne)

- 2+468 to 2+473 - 5m of ditch cleanout/excavation, 2m wide bottom, 2:1 side slopes. Level spill on Roll No. 31-165
- 2+473 to 2+483 - Cleanout through the existing 10m length of 1.85m wide by 0.65m high concrete culvert with headwalls. No concrete bottom.
- 2+483 to 2+488 - 5m of ditch cleanout/excavation, 1.5m wide bottom, 2:1 side slopes. Level spill on Roll No. 6-113

776542 Ontario Ltd. (Roll No. 6-113)

- 2+488 to 2+625 - Power brushing in ditch and 10m on the south side of the drain
- 137m of ditch cleanout/excavation, 1.5m wide bottom, 2:1 side slopes. Level spill on the south side.
- Seeding of ditch banks (4m sides)
- 2+625 to 3+010 - Power brushing 10m width and in the ditch
- 385m of debris removal
- 2+831 - Existing 1.5m wide footbridge (ATV crossing) to be removed and replaced by the landowner
- 3+010 to 3+175 - 165m of ditch cleanout/excavation, 1.5m wide bottom, 2:1 side slopes. Level spill on the south side.
- Seeding of ditch banks (4m sides)
- 3+170 - Construct permanent rock sediment trap with 10m² of riprap

Regional Road 98 (Schihl Road) (Region of Niagara) / 776542 Ontario Ltd. (Roll No. 6-113)

- 3+175 to 3+490 - 315m of ditch cleanout/excavation, 0.9m wide bottom, 1.5:1 side slopes. Level spill on the east side on Roll No. 6-113.
- Seeding of ditch banks (2m sides)

Regional Road 98 (Schihl Road) (Region of Niagara) / 776542 Ontario Ltd. (Roll No. 6-121) / Regional Road 98 (Forkes Road) (Region of Niagara)

- 3+490 to 3+504 - Remove and dispose of existing culvert and install 14m lengths of 750mm and 900mm dia. PPE pipes across the road by open cut. Pipes to be installed as per detail on Drawing 12. Place 5m² of riprap at ends (10m² riprap total). Use "Sanilite HP" PPE High-Performance Polypropylene from ADS or equivalent for the pipe with 320 kN/m² or greater stiffness fabricated per AASHTO M330, with bell and spigot connections. Taper ditch at downstream and upstream ends
- 3+504 to 3+525 - Excavate 21m of the ditch, 0.9m wide bottom, 1.5:1 side slopes. Level spill on the north side on Roll No. 6-121
- Seeding of ditch banks (2m sides)
- 3+525 to 3+537 - Remove and dispose of existing culvert and install 12m lengths of 750mm and 900mm dia. PPE pipes across the road by open cut. Pipes to be installed as per detail on Drawing 12. Place 5m² of riprap at ends (10m² riprap total). Use "Sanilite HP" PPE High-Performance Polypropylene from ADS or equivalent for the pipe with 320 kN/m² or greater stiffness fabricated per AASHTO M330, with bell and spigot connections.
- Taper 5m of the ditch at downstream and upstream ends

300.2) GENERAL NOTES

300.2.1 Working Area

For work on the open ditch, the average width is to be 10m on private lands. Refer to Standard Specification 400.4 for exceptions.

300.2.2 Access - Standard Specification 400.5

The Contractor shall have access to the drain along the routes if any, shown on the plan. The access routes shall be along existing laneways or paths or where none exist, along a 6m wide (maximum) path. All specifications governing fences, livestock and crops during drain construction shall apply to access routes except where superseded by notes on the drawings. No other access routes shall be used unless first approved by the Engineer and affected landowners. The Contractor shall also contact each owner prior to using designated access routes. The landowner information will be supplied with the tender documents.

Telephone numbers for contact are:

- 31-086 R. Singleton
- 31-087 J. Robertson & S. Cavey (Available at time of tender)

- 31-088, 31-089 D. Merritt
- 31-094 R. Charron
- 31-140, 31-141 Willoyd Ltd. (H. Van Der Meer)
- 31-165 W. & K. Hawkins
- 31-165-10 D. & T. Brewster
- 31-996 C.P.R.-Caso
- 6-075, 6-113, 6-121 776542 Ontario Ltd.

- Engineer (Neal Morris, P. Eng.) 519-748-1199 ext. 240
- Town of Fort Erie (Dave Maiden, Drainage Superintendent) 905-871-1600 ext. 2405
- City of Port Colborne (Alana Vander Veen, Drainage Superintendent) 905-835-2887 ext. 2429/2900
- Region of Niagara (Derek McGaghey) 905-980-6000 ext. 3412
- One Call Centre 1-800-400-2055

300.2.3 Ditch Work Required

All construction on this project must use laser grade control for open work. Failure to do such may require forfeiture of the contract including tender deposit and payment for any work done.

a) General Note for Ditch Work on this Project

In all areas, the side of the drain for levelling spill is to be the working side. Power brushing materials are preferred. Where materials are cut by chainsaw or excavated by a backhoe, materials are to be left in piles for the landowner to dispose of. Where bush is within 10m of the channel, such materials are to be pushed and windrowed in with or adjacent to the bush areas. All incidental brushing along the drain is to be included as part of the ditch work unless it is separately noted in the Specific Notes. All new ditch banks are to be seeded.

b) General re Open Drain Work

The open drains to be constructed will have cross-sectional dimensions as specified by the profiles and the Typical Sections on the drawings. Ditch bottom elevations are to be as shown on the profile drawings. Also, minimum bottom widths and bank slopes are shown by the typical sections and by the profile drawings. All spoil is to be levelled adjacent to the drain, and all banks where disturbed, are to be seeded the same day as excavation unless when requested otherwise. Standard Specification 410 applies for ditch work. Do not over-excavate any channel except if noted, do not unnecessarily disturb banks, and minimize bottom disturbance during root removal.

During future maintenance, all excavated materials are to be levelled on adjacent properties with the exception that any removed rock be hauled away.

300.2.4 Soil Conditions

The Region of Niagara soils map for this area indicates that the soils adjacent to this drain are lacustrine heavy clay and silty clay over clay loam till. These soils should not present significant construction difficulty but pockets of poor soil conditions may be experienced, especially if groundwater levels are high at the time of construction.

If pockets of poor soils conditions are encountered, the contingency price from the form of the tender will be paid by the linear meter upon the engineer's approval. This contingency price is based on increased costs relating to the contractors time and materials.

300.2.5 Native Seed (Seeding Mixture)

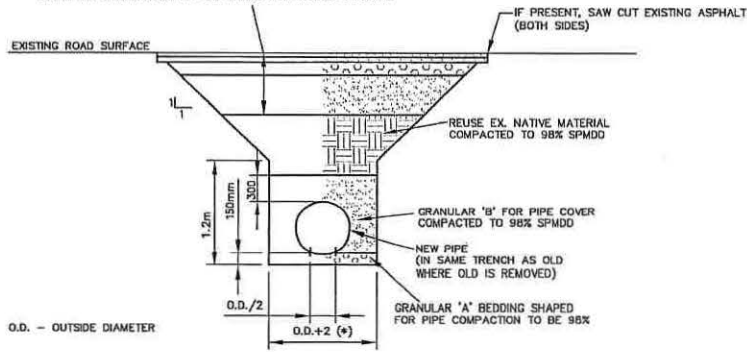
Use Sassafras Farm's wetland siles mixture or approved equal. Seed mixture is to be applied at a rate of 3 kg per hectare, and is to contain:

| Botanical Name | Common Name | % |
|-----------------------------------|------------------------|----|
| (<i>Carex vulpinoidea</i>) | Fox Sedge | 20 |
| (<i>Juncus effusus</i>) | Soft Rush | 5 |
| (<i>Carex lupulina</i>) | Hop Sedge | 4 |
| (<i>Elymus riparius</i>) | River Bank Wild Rye | 22 |
| (<i>Elymus Canadensis</i>) | Canada Wild Rye | 25 |
| (<i>Mimulus ringens</i>) | Monkey Flower | 1 |
| (<i>Verbena hastata</i>) | Blue Vervain | 2 |
| (<i>Aster novae-angliae</i>) | New England Aster | 3 |
| (<i>Carex stipata</i>) | Awl Sedge | 3 |
| (<i>Eupatorium fistulosum</i>) | Joe Pye Weed | 1 |
| (<i>Eupatorium perfoliatum</i>) | Boneset | 1 |
| (<i>Scirpus cyperinus</i>) | Wool Grass | 7 |
| (<i>Asclepias incarnate</i>) | Swamp Milkweed | 1 |
| (<i>Solidago patula</i>) | Rough Leaved Goldenrod | 5 |



SCHIHl DRAIN
TOWN OF FORT ERIE and CITY OF PORT COLBORNE
 Region of Niagara
 File No. 02-210 March 28, 2019
 Drawing 11 of 12

ASPHALT THICKNESS TO BE MINIMUM 90mm (COMPACTED) HOT MIX ASPHALT (40mm SURFACE COURSE PLUS 50mm BASE COURSE) 150mm GRAN. A AND 450mm GRAN. B GRANULAR COMPACTION TO 100% SPMDD FOR PAVED SURFACE, IF PRESENT. MINIMUM GRANULAR THICKNESS OF 150mm GRAN. A AND 450mm GRAN. B GRANULAR COMPACTION TO 98% SPMDD FOR GRAVEL SURFACE



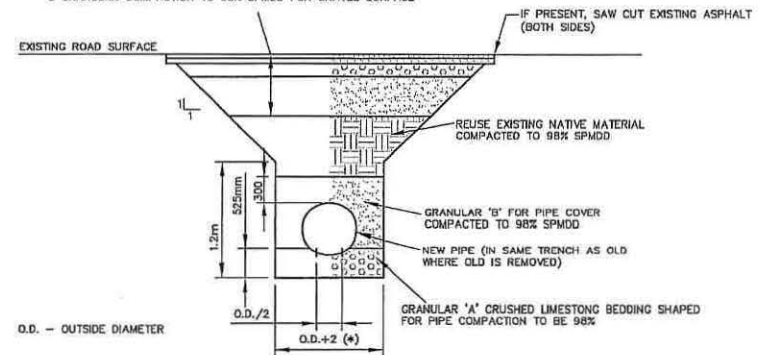
TRENCH DETAIL FOR ROAD CROSSING BY OPEN CUT
(PAVED OR GRAVEL SURFACE)
N.T.S.

NOTES:

- ALL WORK TO BE IN ACCORDANCE WITH OPSS AND OPSD
- * - MINIMUM TRENCH SIDEWALL CLEARANCE PER OPSD 802.010
PIPE DIA. \leq 900mm - 0.3m
PIPE DIA. $>$ 900mm - 0.5m
- THESE PADDING, BACKFILL AND COMPACTION REQUIREMENTS ALSO APPLY BEYOND THE SHOULDER AT A 1:1 SLOPE DOWN TO THE BOTTOM OF TRENCH EXCAVATION
- NEW FROST TAPER NOT REQUIRED UNLESS REQUESTED AT TIME OF CONSTRUCTION. BLEND INTO EXISTING TAPERS
- NEW FROST TAPERS IF REQUIRED ARE TO BE IN ACCORDANCE WITH OPSD 803.03 AND ADDITIONAL PAYMENT WILL BE ALLOWED.
- ALL SURPLUS EXCAVATED MATERIAL TO BE HAULED AWAY
- CONTRACTOR TO PERFORM ROAD RECONSTRUCTION IN ACCORDANCE WITH OPSS 310
- CONSTRUCTION SPECIFICATION FOR HOT MIX ASPHALT INCLUDING RELATED SPECIFICATIONS OPSS 1003 AND OPSS 1150.
- IN INITIAL CONSTRUCTION SEASON ALL LIFTS OF ASPHALT SHALL BE PLACED IF CONDITIONS ARE SUITABLE. IF CONDITIONS ARE POOR, TEMPORARY ASPHALT MAY BE REQUIRED UNTIL FOLLOWING CONSTRUCTION YEAR.
- OPEN CUT INSTALLATION METHOD WILL RESULT IN TEMPORARY ROAD CLOSURE AND DETOUR. TRAFFIC CONTROL REQUIRED.
- ALL UTILITIES MUST BE LOCATED BY THE CONTRACTOR
- REFER TO GENERAL AND/OR SPECIAL PROVISION NOTES FOR CONFIRMATION OF PIPE TYPE, SIZE AND LENGTH PLUS TYPE OF END TREATMENT
- HOT MIX ASPHALT SHALL BE IN ACCORDANCE TO THE ROAD AUTHORITIES MIX DESIGN

MUNICIPAL ROAD CROSSING

ASPHALT THICKNESS TO BE MINIMUM 150mm (COMPACTED) HOT MIX ASPHALT (50mm HLBS SURFACE COURSE IN ONE LIFT, PLUS 100mm HLBS BASE COURSE IN TWO LIFTS OF 50mm), 150mm GRAN. A AND 450mm GRAN. B GRANULAR COMPACTION TO 100% SPMDD FOR PAVED SURFACE, IF PRESENT. MINIMUM GRANULAR THICKNESS OF 150mm GRAN. A AND 450mm GRAN. B GRANULAR COMPACTION TO 98% SPMDD FOR GRAVEL SURFACE



TRENCH DETAIL FOR ROAD CROSSING BY OPEN CUT
(PAVED OR GRAVEL SURFACE)
N.T.S.

NOTES:

- ALL WORK TO BE IN ACCORDANCE WITH OPSS AND OPSD
- * - MINIMUM TRENCH SIDEWALL CLEARANCE PER OPSD 802.010
PIPE DIA. \leq 900mm - 0.3m
PIPE DIA. $>$ 900mm - 0.5m
- THESE PADDING, BACKFILL AND COMPACTION REQUIREMENTS ALSO APPLY BEYOND THE SHOULDER AT A 1:1 SLOPE DOWN TO THE BOTTOM OF TRENCH EXCAVATION
- NEW FROST TAPER NOT REQUIRED UNLESS REQUESTED AT TIME OF CONSTRUCTION. BLEND INTO EXISTING TAPERS
- NEW FROST TAPERS IF REQUIRED ARE TO BE IN ACCORDANCE WITH OPSD 803.03 AND ADDITIONAL PAYMENT WILL BE ALLOWED.
- ALL SURPLUS EXCAVATED MATERIAL TO BE HAULED AWAY
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- CONSTRUCTION SPECIFICATION FOR HOT MIX ASPHALT INCLUDING RELATED SPECIFICATIONS OPSS 1003 AND OPSS 1150.
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- HOT MIX ASPHALT SHALL BE IN ACCORDANCE TO THE ROAD AUTHORITIES MIX DESIGN

REGION OF NIAGARA ROAD CROSSINGS

| |
|---------------------|
| DESIGNED BY: H.W.M. |
| CHECKED BY: H.W.M. |
| DRAWN BY: N.M.B. |
| CHECKED BY: H.W.M. |
| FIELD BOOK: 02-210 |



N.T.S.

| | | | |
|--|--|--|--|
| SCHIHL DRAIN | | | |
| REGION OF NIAGARA TOWN OF FORT ERIE CITY OF PORT COLBORNE | | | |
| MUNICIPAL ROAD AND REGION OF NIAGARA ROAD CROSSINGS | MAR. 28, 2019 | | |
| <table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER</td> <td style="width: 20%;"> REVISED: JOB NUMBER: 02-210 DRAWING: 12 OF 12 </td> </tr> </table> | | K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER | REVISED: JOB NUMBER: 02-210 DRAWING: 12 OF 12 |
| K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER | REVISED: JOB NUMBER: 02-210 DRAWING: 12 OF 12 | | |

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Report Number: 2019-114

Date: July 22, 2019

**Subject: By-law Exemption Request - Canal Days Marine Heritage Festival
Bass Pro Outdoor World Shooting Range**

1) PURPOSE:

The purpose of this report is to seek an exemption to the City's Discharge of Firearms By-law for the purpose of allowing Bass Pro Outdoor World to operate a BB gun shooting range attraction during the 2019 Canal Days Marine Heritage Festival.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Bass Pro Outdoor World (hereinafter referred to as "Bass Pro") offers an attraction to area festivals at which users can safely use BB guns to shoot targets in a protected, inflatable shooting range. The attraction is intended to allow users to try target practice in a safe environment, and educate the community about gun safety. This attraction has been offered at a number of community events in the Niagara area and staff from Bass Pro have requested permission to offer the attraction during this year's Canal Days Marine Heritage Festival.

By-law 2499/115/90, Being a By-law to Prohibit and Regulate the Discharge of Guns and Other Weapons within the City of Port Colborne, prohibits the discharge of BB guns within municipal boundaries. In order to permit the attraction to take place during the Canal Days Marine Heritage Festival, a temporary exemption to the City's Discharge of Firearms By-law is required. The exemption would be temporary and specific to the purposes of the attraction during the Festival.

3) STAFF COMMENTS AND DISCUSSIONS

The City continually seeks new and unique program offerings for the Canal Days Marine Heritage Festival. Bass Pro has been an active participant of the Canal Days Marine Heritage Festival in the past, and has typically offered an interactive fishing demonstration where children can catch fish that are common in the local area and learn about local fisheries.

The Bass Pro Range is a similar demonstration that allows an interactive use of Daisy BB guns in a safe, enclosed, inflatable range. During the demonstration, each participant is instructed on the safe use of the BB gun (by a qualified instructor), and signs a participation release waiver before undertaking the activity. A sample of the participation release waiver is attached as Appendix "A". The activity is fully supervised.

Stakeholder Comments:

This report was circulated for stakeholder comment, with input provided as follows:

By-law Enforcement Division:

Staff received the following comment from the By-law Enforcement Division: "This is not allowed under our Discharge of Firearms By-law".

Niagara Regional Police Service:

Staff received the following comments from the Niagara Regional Police Service 6 District Staff Sergeant: "I have no concerns regarding the use of it should you wish to pursue a by-law amendment".

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing

Council may choose to receive and file this report, effectively denying the request. Under this option, the Bass Pro Shooting Range would not be permitted to participate in the Canal Days Marine Heritage Festival. This option is not recommended.

b) Other Options

Council may provide alternative direction regarding the request. This option is not recommended.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not Applicable.

6) ATTACHMENTS

Appendix "A" – Bass Pro Participation Release Waiver (sample)

7) RECOMMENDATION

That a temporary exemption to By-law 2499/115/90, Being a By-law to Prohibit and Regulate the Discharge of Guns and Other Weapons within the City of Port Colborne be approved, specifically for the purpose of permitting Bass Pro Outdoor World to offer a BB gun shooting range attraction during the 2019 Canal Days Marine Heritage Festival, as outlined in Community and Economic Development Department, Parks and Recreation Division, Report 2019-114, Subject: By-law Exemption Request - Canal Days Marine Heritage Festival Bass Pro Outdoor World Shooting Range.

8) **SIGNATURES**


Prepared on July 5, 2019 by:


Luke Rowe
Event Coordinator

Reviewed by:


Ashley Grigg
Director of Community and Economic
Development

Reviewed by:


Nicole Halasz
Manager of Parks and Recreation

Reviewed and respectfully submitted by:


C. Scott Luey
Chief Administrative Officer

Appendix "A" to Community and Economic Development, Parks and Recreation
Division Report 2019-114

Bass Pro Participation Release Waiver

WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY ("Release") is entered into this _____ day of _____, 20__ by and between Bass Pro Outdoor World, L.L.C. and its parent, subsidiaries, affiliates, officers, directors, employees and agents (collectively, "Bass Pro") and

Name _____ Age _____
Address _____, and if Participant is under age 18,
(Parent/Guardian/Relationship) _____ (collectively, "Participant").

WHEREAS, Bass Pro is conducting _____ Event"),
at Bass Pro Outdoor World in (store location) _____ and
Participant desires to participate in the Event;

NOW, THEREFORE, in consideration of the opportunity to participate in the Event, the mutual covenants and conditions of this Release, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Participant agrees as follows:

SECTION 1: REGISTRATION OF PARTICIPANT(S).

A. The individual listed above as Participant wishes to participate in the Event.

B. For the protection of all Participants' safety and well-being, Bass Pro strongly recommends that persons with certain medical conditions should consider not participating in the Event. Examples of such conditions include, but are not limited to, hearing impairment, visual impairment, pregnancy, respiratory conditions, and other impairments ("Health Conditions"). Participant acknowledges that he /she understands that Participant is responsible for any and all adverse affects resulting from participation in the Event associated with any and all Health Conditions.

SECTION 2: RIGHT TO REFUSE PARTICIPANT.

Participant understands and agrees that Bass Pro may refuse to allow participation in Event by any Participant or person who Bass Pro believes, in its sole judgment, may present a safety hazard to other Participants, Participant(s), Bass Pro personnel, Bass Pro invitees, and or to him/herself.

SECTION 3: WARNINGS AND ASSUMPTION OF RISK.

PARTICIPANT UNDERSTANDS THAT THERE ARE INHERENT ELEMENTS OF RISK ALWAYS PRESENT IN ANY EVENT DESPITE ALL TYPICAL SAFETY PRECAUTIONS. PARTICIPANT REPRESENTS THAT HE/SHE WILL TAKE ALL NECESSARY SAFETY PRECAUTIONS ASSOCIATED WITH THE EVENT.

SECTION 4: RELEASE OF LIABILITY AND INDEMNIFICATION.

Participant understands and agrees that, except in the event of an intentional act by Bass Pro, Participant accepts full responsibility and agrees not to make a claim, including any claim of NEGLIGENCE, against or sue Bass Pro for bodily injury, personal injury, property damage, death, medical expense and all other loss which is sustained by Participant arising from or associated with Event, ("Injury"). Participant hereby releases, indemnifies and holds Bass Pro harmless from any liability for all such Injury. Parent or Guardian hereby agrees to indemnify and defend Bass Pro for any and all claims or suits arising out of or in connection with a minor Participant on whose behalf Parent or Guardian has executed this Release.

SECTION 5: PUBLICITY.

Participant hereby grants permission to Bass Pro to publish, in any form photographs or other type of media, Participant while involved in the Event and agrees that Participant is not due any payment from Bass Pro for publishing the photographs or other media.

Revised 04/25/2016

WAIVER AND RELEASE OF LIABILITY

SECTION 6: ENTIRE AGREEMENT/DELAWARE LAW/PARTIAL INVALIDITY.

This Agreement constitutes the final and entire agreement between Bass Pro and Participant (including Parent or Guardian defined as Participant, if applicable) concerning the Event. I agree that the substantive law of Delaware shall apply exclusively in any action, in any litigation, without regard to the conflict of law rules of Delaware. I understand that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Delaware, and that if any portion of this Waiver is found to be void, invalid, or unenforceable, it is agreed that the remaining portions shall remain in full force and effect.

By signing below, the Participant and/or Parent(s) or Guardian(s) warrant that they have read and fully understand that this contract includes a waiver and full RELEASE OF LIABILITY, indemnification, and defense, of Bass Pro and warrant that they sign this document of their own free will.

Participant Signature: _____ Date _____

Printed Name: _____

Parent or Guardian Signature: _____ Date _____

Printed Name: _____

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Report Number: 2019-116

Date: July 22, 2019

SUBJECT: Appointments to Boards and Committees

1) PURPOSE

The purpose of this report is to obtain approval regarding appointments boards and committees.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The advertising of vacancies on boards and committees due to the expiration of terms at year-end or due to resignations or continuing vacancies since the last recruitment period is conducted by the Clerk on an annual basis and a staff report to Council routinely follows.

In 2006, staggered terms were introduced for many of the City's boards and committees and citizens were appointed for terms of two, three and four years. Future appointments were to be for four year terms in order to maintain the staggered structure established by the 2006 appointments. Council's current policy regarding the making of appointments to boards and committees was adopted by Council on November 10, 2008. A copy of the policy is available on the City's website.

New appointments to fill an expired term are for a four-year term. The term of appointments to fill vacancies created by resignations is for the balance of the term of the appointee who resigned. Notice is provided to each board/committee member with an expiring term.

At its regular meeting of May 27, 2019, Council approved the following with respect to making recommendation to Regional Council for a Port Colborne representative on the Niagara Peninsula Conservation Authority (NPCA) Board:

That the City Clerk be directed to conduct a recruitment process for the Niagara Peninsula Conservation Authority Board including both residents and members of Council where all applications are reviewed considering relevant professional experience, specialized environmental knowledge, and personal effectiveness skills.

In accordance with Council's policy respecting appointments to boards and committees, all vacancies as well as the NPCA position were publicly advertised in the following:

- Niagara This Week, June 20 and 27;
- Facebook, June 24;
- Release and Public Notice on the City's website, June 24;
- Twitter, June 24; and
- Website banner, June 24-July 2.

3) STAFF COMMENTS AND DISCUSSIONS

Attachment A is a summary of City Boards and Committees. Attachment B is a summary of the citizens who were recommended for appointment at the closed session portion of the July 8, 2019 Council meeting. The following citizens were recommended for appointment to Boards and Committees:

Accessibility Advisory Committee:

Nancy Busch

Active Transportation Advisory Committee:

Wade Smith
Gregg Dame

Economic Development Advisory Committee:

Kevin Reles
Angela Doyle

Environmental Advisory Committee:

Trent Doan
Steven Rivers
Norbert Gieger

Senior Citizen Advisory Council:

Heidi Grzesina
Nancy Busch

NPCA

Jack Hellinga

4) OPTIONS AND FINANCIAL CONSIDERATIONS

a) Do nothing.

This is not a practical option. In accordance with the City's policy, Council should consider the applications. All appointments are at the discretion of Council.

b) Other Options

Council may choose to provide additional direction with regard to future recruitment.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Attachment A - summary of City Boards and Committees and citizens recommended for appointment

7) RECOMMENDATION

That Nancy Busch be appointed to the Accessibility Advisory Committee for a term ending December 21, 2023.

That Wade Smith and Gregg Dame be appointed to the Active Transportation Committee for a term ending December 31, 2023.

That Kevin Reles and Angela Doyle be appointed to the Economic Development Advisory Committee for a term ending December 31, 2023.

That Trent Doan, Steven Rivers, and Norbert Gieger be appointed to the Environmental Advisory Committee for a term ending December 21, 2023.

That Nancy Busch and Heidi Grzesina be appointed to the Senior Citizen Advisory Council for a term ending December 31, 2023.

That Jack Helinga be recommended to Council of the Region of Niagara to be appointed to serve on the Niagara Peninsula Conservation Authority Board.

8) SIGNATURES

Prepared on July 9, 2019 by:



Carrie McIntosh
Deputy Clerk

Reviewed by:



Amber LaPointe
Manager of Legislative Services/
City Clerk

Reviewed and respectfully submitted by:



C. Scott Luey
Chief Administrative Officer

Reviewed by:



Brenda Garrett
Director of Corporate Services

**Appendix “A” to Corporate Services Department,
Clerk’s Division Report 2019-116**

| Board/Committee | New Term Ending | Appointee(s) | Implications/Comments |
|--|------------------------|---|--|
| Accessibility Advisory Committee 0 vacancies | 12/31/2023 | 1. Nancy Busch <ul style="list-style-type: none"> • Retired from Community Living Welland Pelham after 31 years • Volunteer for City • Legally blind husband | <ul style="list-style-type: none"> - In accordance with the <i>Accessibility for Ontarians with Disabilities Act</i>. - Minimum of 3 community members. - This committee continually seeks new members as it is important to have input respecting a wider range of abilities. |
| Active Transportation Advisory Committee 2 vacancies | 12/31/2023 | 1. Wade Smith (reapplication) <ul style="list-style-type: none"> • Return applicant • Avid cyclist 2. Gregg Dame <ul style="list-style-type: none"> • E.S. Fox, construction and fabrication • Previous Trustee for English Public School Board • Avid cyclist • Member of former Bike and Trailways committee | <ul style="list-style-type: none"> - To provide advice and input to Council on matters relating to the promotion and development of an active transportation network within the City. - 6 community members. |
| Economic Development Advisory Committee 2 vacant business representatives | 12/31/2023 | 1. Kevin Reles <ul style="list-style-type: none"> • Plant Superintendent of ADM Milling • Great relationship w Seaway and other stakeholders and working on opportunities for the area. Knowledge of operation of large manufacturing business and operations of agricultural business in the area. 2. Angela Doyle <ul style="list-style-type: none"> • Education in Business Marketing from Conestoga • President of STEP (Stepping Towards Economic Prosperity) • Program Manager – Employment Ontario Programs | <ul style="list-style-type: none"> - To provide local perspective, guidance and expert strategic advisement in the delivery of economic development services. - Membership: <ul style="list-style-type: none"> o 2 City Councillors o 1 PCW Chamber of Commerce o 1 Main St BIA o 1 Downtown BIA o 1 Tourism and Marketing Advisory Committee o Up to 6 members from business community |

**Appendix "A" to Corporate Services Department,
Clerk's Division Report 2019-116**

| Board/Committee | New Term Ending | Appointee(s) | Implications/Comments |
|---|-----------------|---|--|
| | | <ul style="list-style-type: none"> • Experience dealing and assisting individuals with small business startup • Interested in assisting community with small business start up and strategic planning and residential development • Worked closely with Economic Development Board in Brant | |
| Environmental Advisory Committee 4 vacancies | 12/31/2023 | <ol style="list-style-type: none"> 1. Trent Doan <ul style="list-style-type: none"> • 43 years insurance adjuster • Handled complex environmental losses involving the Ministry and engineers • Past president of Lincoln Minor Hockey (8 years) • Attended insurance seminars on environmental issues 2. Steven Rivers <ul style="list-style-type: none"> • 40 years experience across Canada • Land use planner with experience representing land use proposals where conservation, restoration, development and management of natural resources and hazard lands including floodplains and wetlands 3. Norbert Gieger <ul style="list-style-type: none"> • Has served on EVAC in past • Experience working under a Provincially regulated body for more than 40 years • Interested in protecting water and hydrological concerns in Niagara | <ul style="list-style-type: none"> - Advise Council on environmental, energy conservation and shoreline protection issues that affect the City of Port Colborne. - 10 community members. |

**Appendix "A" to Corporate Services Department,
Clerk's Division Report 2019-116**

| Board/Committee | New Term Ending | Appointee(s) | Implications/Comments |
|---|-------------------|--|--|
| <p>Senior Citizen Advisory Council</p> <p>2 vacancies</p> | <p>12/31/2023</p> | <p>1. Heidi Grzesina</p> <ul style="list-style-type: none"> • Certifications in addiction counselling • Serves on Niagara Regional Housing tenants advisory board <p>2. Nancy Busch</p> <ul style="list-style-type: none"> • Retired from Community Living Welland Pelham after 31 years, experience with vulnerable people of all ages • Volunteer for City • Legally blind husband | <ul style="list-style-type: none"> - To advise Council on matters related to seniors, the ways in which Port Colborne can become a more age-friendly community and with respect to opportunities to establish policies, services and structures that support and enable seniors to live in security, enjoy good health and continue to participate fully in society. - 10 community members, 55+ |
| <p>NPCA</p> | | <p>1. Jack Hellinga</p> <ul style="list-style-type: none"> • Employed in the Environmental Engineering Consulting field for more than 40 years, holding both technical lead and management positions. • Has dealt with Conservation Authorities throughout Ontario to obtain approvals for a wide variety of projects from stream stabilizations to river and lake outlets and creek and river crossings and tree removals • Member of the City of Port Colborne Environmental Advisory Committee | <p>Recommended to Council of the Region of Niagara to be appointed to serve on the Niagara Peninsula Conservation Authority Board</p> |

Report Number: 2019-117

Date: July 22, 2019

SUBJECT: Lorraine Road Property Sale

1) PURPOSE

The purpose of the report is to obtain Council's approval to enter into sale agreements for two City owned lots on the west side of Lorraine Road.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Located on the west side of Lorraine Road, north and south of the Friendship Trail, exist two parcels of vacant land. Each lot measures 200' x 1647' for 7.5 acres in size. An air photo is below:



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 to the north of the Friendship Trail is to be purchased by Hellen Liiodromitis for \$230,000 plus HST and the parcel to the south of the Friendship Trail is to be purchased by Paul and Kathleen Kuronen for \$250,000 plus HST.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) **Do nothing.**

If nothing is done, the City would retain ownership.

b) Other Options

N/A.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A.

6) ATTACHMENTS

Appendix A - Offer to Purchase from Hellen Lliodromitis.

Appendix B - Offer to Purchase from by Paul and Kathleen Kuronen

7) RECOMMENDATION

That Council declares Part 2 and 6 on Plan 59R-10301 as surplus to the City's needs; and

That the City enter into an Agreement of Purchase and Sale with Hellen Lliodromitis for \$230,000 plus HST and with Paul and Kathleen Kuronen for \$250,000 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 July 11, 2019 by:

Reviewed and respectfully submitted by:



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



C. Scott Luey
Chief Administrative Officer

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 24 day of June, 2019

BUYER: HELEN LLIODROMITIS
(Full legal names of all Buyers), agrees to purchase from

SELLER: CITY OF PORT COLBORNE
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address W/S LORRAINE Road

fronting on the West side of LORRAINE ROAD

in the City of Port Colborne

and having a frontage of 200 ft more or less by a depth of 1647 ft more or less

and legally described as PART 2 PLAN 59R-10301

..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 230,000.00

Two Hundred Thirty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.


SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by BUYER until 9:00 p.m. on the 27 day of June, 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.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 20 day of September, 2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Handwritten initials]

INITIALS OF SELLER(S): [Handwritten initials]

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: billb@royalpage.ca (For delivery of Documents to Seller) Email Address: karenneumannnteam@gmail.com (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED: N/A

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in IN ADDITION TO the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

(X)
INITIALZ

INITIALS OF BUYER(S): lk

INITIALS OF SELLER(S):

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 16 day of September, 2019, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (RD) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and 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 that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

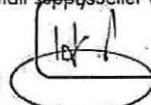
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to 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 (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), 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 and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the 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 III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 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 to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of 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 registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of 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.

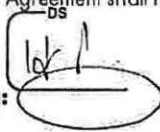
INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

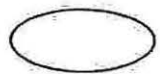
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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of 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:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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 of 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.
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 Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **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 shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **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 the spouse of the Seller has executed the consent hereinafter provided.
23. **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 ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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 the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

ds


INITIALS OF SELLER(S):





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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

6/25/2019

(Witness)

Buyer ID: A24F4983A4D8

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ this _____ day of _____, 20_____

(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage ROYAL LEPAGE NRC REALTY

(905) 834-9000

(Tel. No.)

BILL BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage RE/MAX WELLAND REALTY LTD. BROKERAGE

(905) 732-4426

(Tel. No.)

KAREN NEUMANN

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

(Date)

(Buyer)

(Date)

(Seller)

(Date)

(Buyer)

(Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: HELEN LLIODROMITIS

SELLER: CITY OF PORT COLBORNE

For the transaction on the property known as: W/S LORRAINE Road Port Colborne L3K5V3

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) The Listing Brokerage is providing Customer Service to the Buyer.

b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

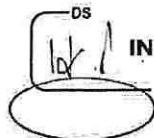
Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
(does/does not)

or: by the Seller in accordance with a Seller Customer Service Agreement
 by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

DS



INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.25% to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

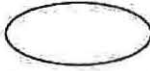
SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)


RE/MAX WELLAND REALTY LTD, BROKERAGE
(Name of Co-operating/Buyer Brokerage)
150 PRINCE CHARLES DR Welland
Tel: (905) 732-4426 Fax: (905) 732-3435
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)
KAREN NEUMANN
(Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE NRC REALTY
(Name of Listing Brokerage)
368 King St. Port Colborne
Tel: (905) 834-9000 Fax: (905) 688-3178
Bill Becskereki June 25/19
(Authorized to bind the Listing Brokerage) (Date)
BILL BECSKEREKI
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.


BUYER'S INITIALS


SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

[Signature] 6/25/2019
(Signature of Buyer) (Date)

[Signature]
(Signature of Seller) (Date)

Schedule A Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: HELEN LLIODROMITIS and

SELLER: CITY OF PORT COLBORNE

for the purchase and sale of W/S LORRAINE Road Port Colborne

L3K5V3 dated the 24 day of June, 2019

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

This offer is condition upon the Buyer, at the expense of the Buyer, obtaining SUITABLE FINANCING. Unless the Buyer gives notice in writing delivered to the Seller WITHIN TEN (10) BANKING DAYS from the date of acceptance that this condition is fulfilled, waived or deleted, this Offer shall become null and void, Seller and Buyer agree to sign a Mutual Release, and the Buyers' deposit shall be returned in full without interest or deduction.

This offer is conditional upon the Buyer performing his Due Diligence with respect to building a home on the subject property on or before July 31, 2019, failing which this Offer shall become null and void and the Buyers deposit shall be returned to the Buyer in full without deduction or penalty. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer acknowledges that certain areas of the subject property are under the control and input from the Niagara Peninsula Conservation authority when improvements or changes are proposed to the property.

In the event the purchaser fails to commence the construction of a residential dwelling within twenty-four (24) months from the closing of this transaction, the seller shall be at liberty to demand the repurchase of the property at seventy-five percent (75%) of the purchase price and the purchaser shall sell to the seller the property contained herein for free and clear of all encumbrances. This term shall survive the completion of this transaction.

They also want HST in addition to although I don't think there IS NST when it's not farmland. Please update your offer and give me until tomorrow night and I will work on it as soon as I get it back from you.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): [Handwritten initials]

INITIALS OF SELLER(S): [Empty oval]

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Schedule B
Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: HELEN LLIODROMITTE, and

SELLER: CITY OF PORT COLBORNE

for the property known as W/S LORRAINE ROAD PORT COLBORNE

ON dated the 24th day of June, 2019

The parties to this agreement hereby acknowledge and agree that the deposit holder Royal LePage NRC Realty, Brokerage shall place the deposit into its interest bearing real estate trust account, as specified by the Real Estate Business Broker's Act 2002 Section 27, which earns interest at the current rate of prime less 1.9% per annum. The parties to this agreement agree that should the amount of interest calculated be more than \$100.00 the deposit holder shall pay the beneficial owner of the trust money the interest accrued on the successful completion of this transaction; otherwise the deposit holder will retain it and that this Schedule will form part of the terms of the trust. The parties further agree that NO interest shall be paid to the beneficial owner of the trust unless they provide the deposit holder with a Social Insurance Number for use on the T5 forms by no later than thirty [30] days following the completion of the herein transaction. If the Social Insurance Number is not received within 30 days following completion, said interest shall be forfeited to the deposit holder. All Parties agree cash is not an acceptable form of deposit. In the event a transaction is mutually released and becomes null and void, Royal LePage NRC Realty, Brokerage, will issue a trust account cheque for return of the deposit, to the party designated by the fully and property executed mutual release, not before four (4) business days (for certified cheque, wire transfer or bank drafts) and not before fourteen (14) business days (for uncertified cheques) from the date the funds were deposited into our trust account as stated on our deposit receipts. A business day includes all weekdays except Saturday, Sunday or Ontario Statutory holidays. In accordance with the Federal Privacy Act (PIPEDA), upon the acceptance of this attached agreement, all parties to this transaction consent to the publication and distribution of the sale price of this property, upon a firm Agreement of Purchase and Sale and after the closing date. The Listing Brokerage and the Co-operating Brokerage and their Representatives are authorized to advertise and disclose the sale price to other Realtors and to the public, while conducting and promoting their daily real estate activities. The Seller represents and warrants that during the time the Seller has owned the property, and to the best of the Seller's knowledge and belief, the use of the property, buildings and structures thereon have not been used for the growth or manufacture of any illegal substances, or the scene of any violent crime, death or suicide. This warranty shall survive and not merge on the completion of this transaction. The parties acknowledge that any information provided by REALTOR(s) or brokerage (s), is not qualified construction, engineering, environment, legal, tax, or zoning advice.

1


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 26 day of June 2019

BUYER: PAUL KURONEN AND KATHLEEN KURONEN, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address W/S LORRAINE RD PT 6

fronting on the WEST side of LORRAINE RD

in the CITY OF PORT COLBORNE

and having a frontage of 200 FEET more or less by a depth of 1648 FEET IRREG. more or less

and legally described as PART 6 OF PLAN 59R-10301

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE:

Dollars (CDN\$) 250,000.00

Two Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Hereby/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 p.m. on the 2 day of July 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.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 15 day of July 2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
 (For delivery of Documents to Seller)

FAX No.:
 (For delivery of Documents to Buyer)

Email Address:
 (For delivery of Documents to Seller)

Email Address:
 (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

NONE

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

NONE


The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be

in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
 (included in/in addition to)

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 3 days 12 day of August, 2019, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (agricultural) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and 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 that there is no representation or warranty of any kind that the future intended use of the property by 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 providing 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to 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 (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), 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 and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the 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 III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 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 to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of 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 registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**


14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of 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.

INITIALS OF BUYER(S):

DS
PK DS
PK

INITIALS OF SELLER(S):

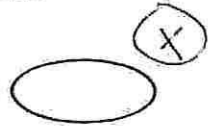
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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of 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:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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 of 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.
- 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. 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 shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. 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 the spouse of the Seller has executed the consent hereinafter provided.
- 23. 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 ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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 the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) _____

(Buyer)

Paul Kuronen

88634A28B662436

(Seal)

(Date)

6/26/2019

(Witness) _____

(Buyer)

Kathleen Kuronen

88634A28B662436

(Seal)

(Date)

6/26/2019

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) _____

(Seller)

(Seal)

(Date)

(Witness) _____

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) _____

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ this _____ day of _____, 20____.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage _____ (Tel. No.) _____
 _____ (Salesperson/Broker/Broker of Record Name)
 Co-op/Buyer Brokerage **ROYAL LEPAGE NRC REALTY** (905) 834-9000
BILL BECSKEREKI (Tel. No.) _____
 _____ (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) _____ (Date) _____

(Buyer) _____ (Date) _____

(Seller) _____ (Date) _____

(Buyer) _____ (Date) _____

Address for Service _____

Address for Service _____

_____ (Tel. No.) _____

_____ (Tel. No.) _____

Seller's Lawyer _____

Buyer's Lawyer *Brian Lambie*

Address _____

Address _____

Email _____

Email _____

_____ (Tel. No.) _____ (Fax. No.) _____

_____ (Tel. No.) _____ (Fax. No.) _____

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS[®] Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS[®] Rules and shall be subject to and governed by the MLS[®] Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

Bill Becskereki

 (Authorized to bind the Listing Brokerage)

 (Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: PAUL KURONEN AND KATHLEEN KURONEN _____, and

SELLER: CITY OF PORT COLBORNE _____

for the purchase and sale of W/S LORRAINE RD PT 6 PORT COLBORNE

dated the 26 day of June, 2019

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

It is agreed and understood by both Buyers and Seller that the buyer can erect a new dwelling on the property between 1500 and 1700 square feet, as well as a barn 30 feet x 70 feet conforming to City requirements, the latter for housing farm equipment and tractors.

In the event the purchaser fails to commence the construction of a residential dwelling within twenty-four (24) months from the closing of this transaction, the seller shall be at liberty to demand the repurchase of the property at seventy-five percent (75%) of the purchase price and the purchaser shall sell to the seller the property contained herein for \$187,500.00 free and clear and clear of all encumbrances. This term shall survive the completion of this transaction.

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00. In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

PK KS

INITIALS OF SELLER(S):

(X)

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Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: PAUL KURONEN AND KATHLEEN KURONEN

SELLER: CITY OF PORT COLBORNE

For the transaction on the property known as: W/S LORRAINE RD PT 6 PORT COLBORNE

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)


INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
PK BK
BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
 to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated in MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
 (Name of Co-operating/Buyer Brokerage)

368 King St. Port Colborne

Tel: (905) 834-9000 Fax: (905) 688-3178

Bill Becskereki
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date)

BILL BECSKEREKI
 (Print Name of Salesperson/Broker/Broker of Record)

.....
 (Name of Listing Brokerage)

.....

Tel: Fax:

.....
 (Authorized to bind the Listing Brokerage) (Date)

.....
 (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

pk kb BUYER'S INITIALS *kk* SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

DocuSigned by: *Paul Kuronen* 6/26/2019
 (Signature of Buyer) (Date)

DocuSigned by: *Kathleen Kuronen* 6/26/2019
 (Signature of Buyer) (Date)

..... (Signature of Seller) (Date)

..... (Signature of Seller) (Date)

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Report Number: 2019-119

Date: July 22, 2019

SUBJECT: Recommendation Report for Official Plan Amendment D09-01-19 and Zoning By-law Amendment D14-03-19, 170 Welland Street

1) PURPOSE:

The purpose of the report is to provide Council with a recommendation regarding a proposed Official Plan and Zoning By-law Amendment initiated by the City of Port Colborne for the property legally known as Part of Lot 27 Concession 1, former Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 170 Welland Street.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

At its January 28, 2019 meeting Council provided the following direction to staff:

“That Planning and Development staff be directed to bring forward applications under the Planning Act to propose changes in land use for certain properties within the East Waterfront Secondary Plan Area that are federally and privately owned from Parks and Open Space to Industrial/Employment purposes.”

The application for Official Plan Amendment proposes to change the designation of 170 Welland Street in the East Waterfront Secondary Plan from “Parks and Open Space” to “Industrial Areas”.

The application for Zoning By-law Amendment proposes to change at the zoning at 170 Welland Street from “P-CH” (Public and Park with Conversion Holding) to “LI-51”, a special provision in the Light Industrial Zone prohibiting the uses of Medical Marihuana Production Facility and Adult Oriented Entertainment Establishment.

As presented in Public Meeting Report 2019-64 for this application, other lands were also under consideration for zoning change. This included Transport Canada Lands along Welland Street and the “slag spit” as well as City of Port Colborne lands on the south side of Lake Road. These lands have been removed from this application and will be subject of a new application to be brought forward by staff in the near future. A new public meeting will be called at a later date to consider that application.

Recommendation report 2019-85, dealing with the Official Plan and Zoning By-law amendments for 170 Welland Street appeared before Council on June 10, 2019 and June 24, 2019. In both instances it was referred back to staff for additional consideration about limiting industrial uses to ensure the Zoning By-law amendment complies with Ministry of Environment, Conservation and Parks D-series guidelines. When it was referred back to staff on June 24, Councillors Desmarais and Wells indicated they would work with staff to arrive at wording for a Zoning By-law amendment that would satisfy their concerns.

3) STAFF COMMENTS AND DISCUSSIONS

The Notice of Public Meeting was circulated to required agencies, and property owners within 120 metres of the property on April 23, 2019. Public notice signs were posted on the properties on April 23rd, 2019. A public notice was also posted on the City's website on April 23rd, 2019. A public notice appeared in The Port Colborne Leader on April 25, 2019.

Staff hosted a public open house on April 29, 2019. The open house was attended by a number of residents and property owners from the East Village.

The Public Meeting was held on May 13, 2019 and was well attended by concerned citizens. The minutes of the public meeting are attached to this report as Appendix D.

PUBLIC COMMENTS

At the time of writing this report, staff has received the following written comments from members of the public (attached in full as Appendix C):

Larry Rosnuk, 62 Fraser Street

- Application should be delayed for additional input.
- Would like to see heavy industrial changed to light industrial with bird sanctuary at the southern end of the "slag spit" protected with public access along Lake Erie shoreline.

Debbie Gravelle, 177 Welland Street

- Lives directly across from 170 Welland Street.
- Concerned about drop in property value resulting from re-zoning.
- Concerned about potential businesses using 170 Welland Street and impact on her property.

Tina Whitwell, 83 Welland Street

- Concerned about decline in property values and ability to sell property if applications approved.
- Concern about noise, traffic and pollution from sites diminishing enjoyment of property.

Loretta Vanderhoeck, 117 Fares Street

- Uses on property unsightly - view from West Street is not slightly for tourists.
- Concerns about dust and health issues with wind blowing material stored on site into East Village.
- Concern about ability to sell home if applications approved.

Glenn Hamilton, 217 Welland Street

- Concerns about pollution, noise, odour, traffic and other impacts on residents

Michael Tenszen, 2-576 Fielden Avenue

- Great opportunity for the City to create a large lake and canal-side park with bird sanctuary at this property.

- Opposed to establishment of heavy industrial park on this site due to concerns of impact on natural environment.
- There are other options for locating an industrial park in Port Colborne.

David Henderson, no address given

- Concerns about intake source for municipal water system and impact industry may have.
- Notes that the intake protection zone is the most vulnerable in Niagara.

Tracy Pybus, 187 Oakwood Street

- Opposed to change to industrial uses. Would like to see more greenspace.

Tina Gifford, no address given

- Legacy of industrial contamination in Port Colborne
- Would prefer to see greenspace, residential and parks.

Linda and Harry Talving, no address

- Would like to see protection for bird habitats at the southern end of the "slag spit" as it is an important nesting area for gulls.
- Would prefer to see remaining land rezoned to light industrial.

Ines Mundt, 35 Canal Bank Road

- Moved to Port Colborne for environment and lifestyle.
- See great potential for tourism. Wondering why city is taking step back converting park land to industrial land.
- Concerns about pollution and contamination.

H Stengel, 192 Fares Street

- Opposed to rezoning.
- Neighbourhood is impacted by other industries in area. Does not want to see expansion.
- Concerned about bird nesting area.

Leo Talving, no address given

- Prefer to see light industrial instead of heavy industrial.
- Southern portion of slag spit is important bird area that would be protected.

Barbie Horton, no address given

- Opposed to application.
- Concern about water contamination, air quality, dust and noise.

Irene Sinko, 196 Fares Street,

- Opposed to application. Would prefer to see something that will improve the east side.

Catharine Parry, no address given

- Prefers original vision stated in East Waterfront Community Improvement Plan. Feels proposed application will take city in opposite direction.
- Opposed to application.

Mitch Carriere, 173 Welland Street

- Has owned property across the street for over twenty years. Pollution, noise and dust from existing industries is an on-going problem. Adding more industrial uses will make problem worse.

- Concern about impact on property value.
- Concern about impact on West Street, Canal Days and tourism.
- Application will negatively impact quality of life in East Village.
- Opposed to application.

Robert Szabari, 131 Welland Street

- Opposed to application.
- Lives across street and will be directly impacted.
- Light and heavy industrial is not correct fit for neighbourhood.
- Priority should be environment and residents.
- Concern about property value, water and air quality.

DIVISION/AGENCY COMMENTS

At the time of writing this report, staff has received the following written comments from City divisions and external review agencies (attached in full as Appendix B):

Drainage Superintendent

- “No Concern.”

Regional Municipality of Niagara

- Notes some support for application from Regional Official Plan recommending industrial uses be located along Welland Canal.
- Notes some support for parks and public open space along Welland Canal Cultural Heritage Landscape.
- Notes that the City is not the owner of the land and is not currently in a position to create a park on this land.
- Notes concerns about Ministry of Environment, Conservation and Parks D-6 Guidelines (Compatibility between Industrial Facilities). Suggests that uses that do not meet D-6 setback requirements be removed from permitted uses on the property.

Niagara Peninsula Conservation Authority

- “170 Welland Street is not impacted by any NPCA Regulated Features and as such the NPCA has no concerns with the proposed change.”

PLANNING DIVISION

City of Port Colborne Official Plan

According to Schedule F: East Waterfront Secondary Plan, the City of Port Colborne’s Official Plan designates the properties as **Parks and Open Space**. Land uses in the Parks and Open Space designation include public landscaped open space, playgrounds and sports fields not administered by a school board; cultural and recreational facilities such as arenas; museums, halls, swimming pools, docks and publicly operated golf courses; linear parks and public open spaces such as multi-use trails and pathways and

on-road bicycle routes.

The application for Official Plan Amendment proposes to change the Official Plan designation to **Industrial Areas**. Land uses in the Industrial Areas designation include manufacturing and fabricating; assembling; processing; servicing and repairing; warehousing and storage; shipping and receiving; offices as an accessory or secondary use; commercial activities that provide amenities to employees during the workday, as an accessory use, medical marijuana production facilities; industrial activities related and proximate to the canal and harbour such as ship dockage and repair; and accessory uses such as parking garages.

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

The subject properties are zoned **P-CH (Public and Park with Conversion Holding)**. The Public and Park zone permits Cemetery; Community Garden; Conservation Use; Cultural Facility; Food Vehicle; Park; Public Use; Recreation Use; and Uses, structures and buildings accessory thereto. The Conversion Holding symbols requires a Record of Site Condition to be filed with the Ontario Ministry of the Environment before Public and Park zone uses can be established on the property.

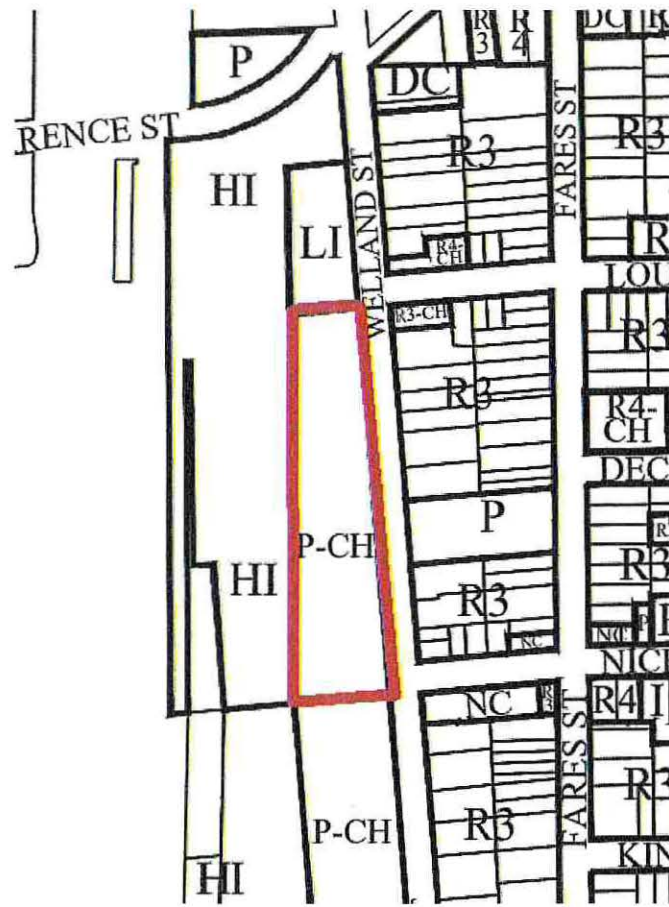
The zoning is proposed to change to **LI-51**, a special provision of the **Light Industrial zone**. The LI-51 zone will permit Car wash; Contractor's Yard; Crematorium; Education Facility; Industry, Light; Motor Vehicle Repair Garage; Public Use; Research Facility; and Uses, structures and buildings accessory thereto and does not include obnoxious, dangerous or offensive trades.

The "Industry, Light" use is defined in Section 38 of the Zoning By-law as: "premises used for: a) The manufacture, processing, assembly, disassembly or packaging of finished parts or products from previously prepared materials; b) The repair or servicing of products; c) Building supply storage and wholesale; and d) Warehouse and storage."

It is important to keep in mind that this property has an active salvage yard license from the Niagara Region (formerly Niagara Regional Police Service) and this can continue as a legal non-conforming use irrespective of the zoning of the property.

Adjacent Zoning and Land Use

As shown in the diagram below, the zoning around the subject property is mixed. To the immediate north of the property is an office/yard for a construction company with Light Industrial zoning. To the east is residential lands with some commercial zoning as well as a park. To the south are lands currently zoned P-CH (Public and Park with Conversion Holding), which will be subject to a future City-initiated zoning by-law amendment application as discussed above. To the west is a harbour facility zoned Heavy Industrial. The land to the south and west is owned by Transport Canada and operated by the St Lawrence Seaway Management Corporation (Seaway). Transport Canada has stated its intention of maintaining ownership of land along the Welland Canal for continue operation of the canal and marine-related industries.



Comment and Discussion

The current official plan designation and zoning of the subject property came about in 2012. At that time, the City adopted the East Waterfront Secondary Plan, which changed the designation of the property from Industrial Light to Parks and Open Space. When the City adopted zoning by-law 6575/30/18, the zoning was changed from Light Industrial to P-CH to match the Parks and Open Space official plan designation. According to aerial imagery, this property has had industrial uses since at least 1921. Although the property has been dormant in recent times, staff understand that the owner has maintained a Salvage Yard licence on the property giving this use legal non-conforming status. Given the long history of industrial use on this site and neighbouring properties, including its most recent use as salvage yard, it is safe to conclude there is a high level of contamination on the subject property. Remediation of the contamination would be required before park and public uses could be established, as required by the conversion holding provision and the Ontario Building Code.

After the official plan designation and zoning was changed for this property, Council has not expressed interest in acquiring the property for cleaning and conversion to parkland. Therefore, the property is currently in a state of paradox where the zoning only permits public and park uses, but the City is not prepared to purchase the property and create a

park. The current owner would like to sell it, but without industrial zoning, the property is unsellable.

That said, staff is aware of the concern of many of the individuals who provided comments and feedback throughout the public participation process. These concerns stem from a desire to see this land converted to a park. With continued industrial use on this site, concern arises from noise, dust, run-off, emissions and other forms of pollution along with traffic. Finally, there have been several comments about impact continued industrial use will have on residential property values in the area.

Staff will address these concerns below. Regarding impact on property value, staff notes that the land has not actually been converted to a park. Industrial zoning will only result in resumed industrial operations on the site. Given this situation, staff is not aware of any evidence suggesting a decline in property values.

Ministry of Environment, Conservation and Parks D-6 Guidelines

Concerns about noise, dust, emissions and vibrations can be dealt with through the application of the Ministry of Environment, Conservation and Parks D-6 Guidelines. These guidelines specifically address land use compatibility between industrial properties and more sensitive land uses, including residential. As suggested by Council and the Region, staff have reviewed uses permitted in the light industrial zone with the industrial categorization criteria used in the D-6 Guidelines. Staff is of the opinion that uses permitted in the light industrial zone can only be classified as Class I industries because “obnoxious, dangerous and offensive trades” are not permitted. Further, section 2.3 of the Zoning By-law lists “any use where its nature or the material used therein is considered a noxious use as defined in Section 38.” In Section 38, Noxious use is defined as:

- a) a use which creates an adverse effect through the generation of noise, vibration, dust, fumes, gas, odour, waste, hazardous waste, emissions, smoke, glare, radiation, electrical interference; or*
- b) any use involving the use or storage of hazardous, toxic or contaminant substances which constitutes a threat to public health and safety; or*
- c) any use that is not lawfully permitted in the Province of Ontario; or*
- d) a combination thereof; but*
- e) excluding normal agricultural and livestock operations and normal aggregate resource operations in a licensed pit or quarry*

Therefore, staff is confident that there is appropriate wording in the Zoning By-law that will prohibit business types that generate noise, dust, vibrations or emissions that exceed the 20 metre setback required in the D-6 Guidelines.

Staff is recommending additional restrictions for the LI-51 zone to prohibit outside storage and shift work after 8:00 pm. These special regulations will ensure compliance with the D-6 Guidelines.

The D-6 Guidelines suggest a 20 metre separation between Class I industries and residential properties. This measurement is taken between property lines. The Welland Street road allowance is 20.11 metres in width, meaning that the suggested separation distance is met.

Source Water Protection

Concerns about proximity of the subject property to the water inlet for the Port Colborne Water Treatment Plant on King Street have been raised. The City, Region and NPCA have previously reviewed the area around the water inlet and have identified two areas, or Intake Protection Zones, where land-uses should be restricted to prevent contamination of the water supply. Schedule A9 of Zoning By-law 6575/30/18 identifies the subject property as being within the IPZ-2 area. Prohibited uses in the IPZ-2 area are waste disposal site, stormwater management facility and agricultural uses, including the storage or application of agricultural source material. Therefore, the Zoning By-law has appropriate measures in place to protect the water inlet for the Port Colborne Water Treatment Plant.

Traffic

Welland Street is a designated trucking route for large commercial vehicles travelling to the Vale facility at the end of Nickel Street. Schedule D of the City of Port Colborne's Official Plan identifies Welland Street between Clarence and Rodney streets as a "local commercial or industrial" road. Section 9.1.2 of the Official Plan defines this road type as "roads that provide access to commercial or industrial areas." Therefore, the subject property is located on the correct street type for light industrial uses.

Site Plan Control

The property is not currently under site plan control. Any expansion of the existing 570 square metre building on the property will require a site plan agreement for the whole property. The site plan agreement will address fencing, lighting, landscaping, parking and other elements.

Conclusion

Staff believes that changing the Official Plan designation from Parks and Open Space to Industrial Areas and the zoning from P-CH to LI-51 for 170 Welland Street complies with City, Regional and Provincial policies. These changes will not result in the loss of any actual parks or open space. Rather, it will recognize the existing and long-standing uses of the subject property, effectively reverting to the pre-2012 designation and zoning, with some limitations on the Light Industrial zoning. The special provisions of the LI-51 zone will prohibit Medical Marihuana Production Facility, Adult Oriented Entertainment Establishment, and Transportation Depot as uses on the subject property. Further restrictions will see a prohibition on outside storage and shift work past 8:00 pm.

Staff met with Councillors Desmarais and Wells on July 8 to work on the wording of the zoning by-law amendment. Staff provided Councillors Desmarais and Wells with the

wording of the LI-51 zoning provision, as proposed in this report, at end of day July 10. As of the date of preparing this report (midday July 12) no revisions have been received. Therefore, staff believes it has fulfilled the requirements of Council's direction from June 24, 2019 as discussed in section 2 of this report.

Staff recommends approval of this official plan and zoning by-law amendment.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing

Not an option as Council is statutorily obligated to make a decision on the proposed applications.

b) Other Options

Though not recommended, Council could deny the application.

Council could request additional information or further changes from staff.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

N/A

6) ATTACHMENTS

Appendix A: Official Plan Amendment
Appendix B: Zoning By-law Amendment
Appendix C: Public & Agency Comments
Appendix D: Minutes of Public Meeting

7) RECOMMENDATION

That the Official Plan Amendment, attached to Planning and Development Department, Planning Division, Report 2019-119 as Appendix A, changing the designation of the property from "Parks and Open Space" to "Industrial Areas", be approved.

That the Zoning By-law Amendment, attached to Planning and Development Department, Planning Division, Report 2019-119 as Appendix B, rezoning the land from "P-CH" to "LI- 51", be approved

That Planning staff be directed to prepare the Notice of Passing in accordance with the *Planning Act* and circulate to all applicable parties.

8) SIGNATURES

Prepared on July 12, 2019 by:



Evan Acs, MA, MSc
Planner

Reviewed by:



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

Reviewed and respectfully submitted by:



C. Scott Luey
Chief Administrative Officer

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to adopt amendment no. 6 to the
Official Plan for the City of Port Colborne

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area;

Therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) of the Planning Act, hereby enacts as follows:

1. That Official Plan Amendment No. 6 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached map and explanatory text is hereby adopted.
2. That this By-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this __ day of _____, ____.

William C Steele
Mayor

Amber LaPointe
Clerk

**AMENDMENT NO. 6
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

**PREPARED BY:
CITY OF PORT COLBORNE
DEPARTMENT OF PLANNING & DEVELOPMENT**

June 10, 2019

**AMENDMENT NO. 6
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

**AMENDMENT NO. 6
TO THE OFFICIAL PLAN
FOR THE
CITY OF PORT COLBORNE**

This Amendment to the Official Plan for the City of Port Colborne, which has been adopted by the Council of the Corporation of the City of Port Colborne, is hereby approved in accordance with Sections 17 and 21 of the Planning Act R.S.O. 1990, c. P.13, as Amendment No. 6 to the Official Plan for the City of Port Colborne.

Date: _____

**AMENDMENT NO. 6 TO THE OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

INDEX

The Statement of Components

Part A – The Preamble

Purpose
Location
Basis

Part B – The Amendment

Introductory Statement
Details of the Amendment
Implementation & Interpretation

Part C – The Appendices

1. Minutes of the Public Meeting
2. Department of Planning and Development Report

STATEMENT OF COMPONENTS

PART A

The Preamble does not constitute part of this Amendment.

PART B

The Amendment, consisting of the following map, constitutes Amendment No. 6 to the Official Plan for the Port Colborne Planning Area.

Also attached is **PART C** – The Appendices, which do not constitute part of this Amendment. These appendices contain the background data, planning considerations and public involvement associated with this Amendment.

PART A - THE PREAMBLE

Purpose

The purpose of Official Plan Amendment No. 6 is to change the designation for the subject lands, shown on the attached Schedule, from Parks and Open Space to Industrial Areas.

Location

The lands affected by this amendment are located in legally described as Part Lot 27 Concession 1, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known at 170 Welland Street.

Basis

Currently, the subject lands are designated Parks and Open Space. An application has been made to initiate amendments to the City of Port Colborne's Official Plan and Zoning By-law as they relate to these lands in order to permit the use of the property for industrial uses.

It is intended to concurrently approve an Amendment to the City's Zoning By-law 6575/30/18, rezoning of the lands from the existing "P-CH" zone to "LI-51" that will permit industrial uses on the subject lands.

Planning staff has evaluated the proposed amendment in light of Official Plan policies, the public information process and general planning principles and have recommended approval of this Official Plan Amendment through Department of Planning and Development Report No. 2019-85 which is attached as Appendix II in Part C.

PART B - THE AMENDMENT

All of this part of the document entitled **PART "B"** – "The Amendment" consisting of the following text and map designated Schedule "A" constitutes Amendment No. 6 to the Official Plan for the City of Port Colborne. The Official Plan of the City of Port Colborne is hereby amended as follows:

Lands shown on Schedule A are redesignated from Parks and Open Space to Industrial Areas.

IMPLEMENTATION AND INTERPRETATION

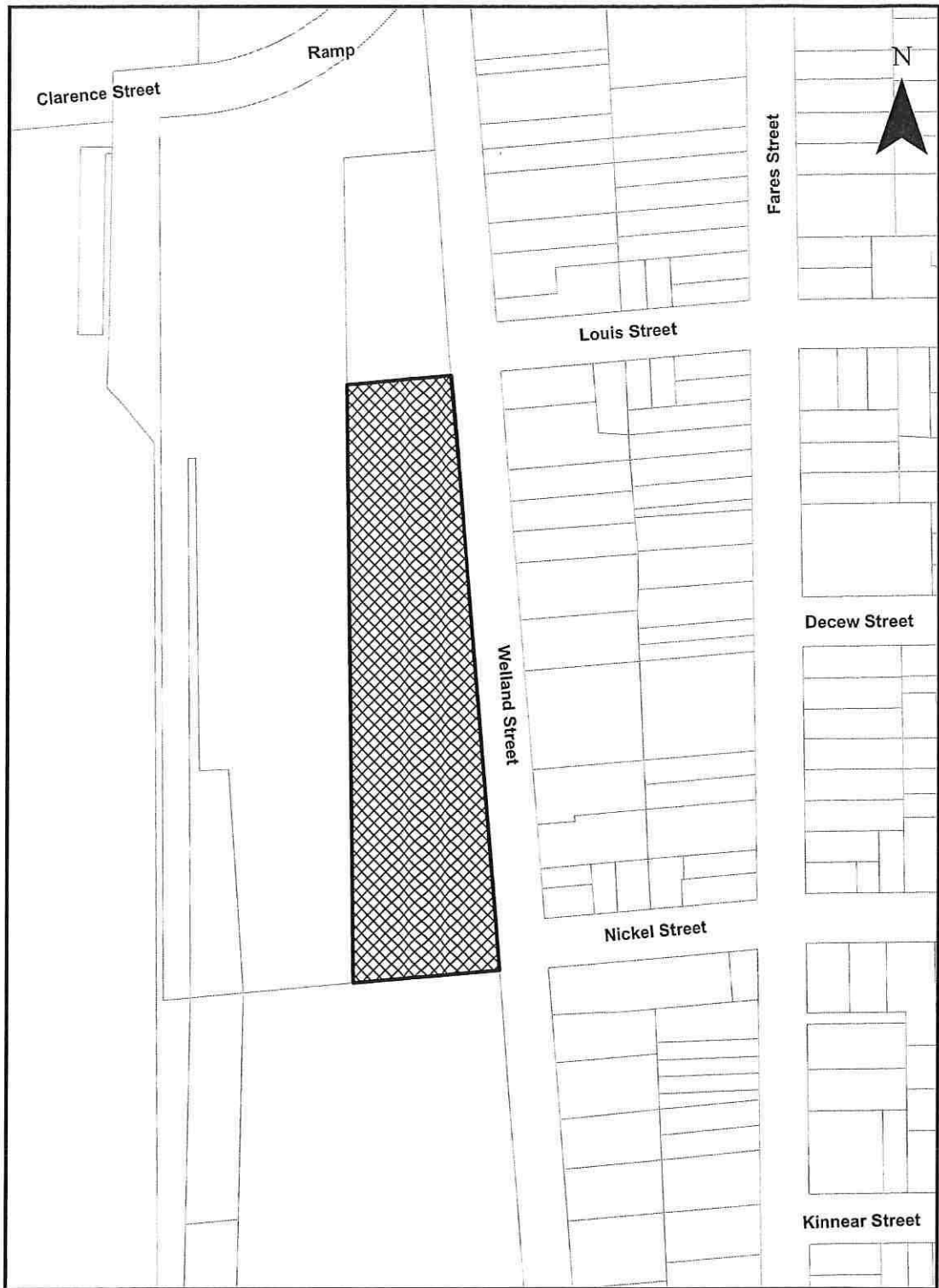
The implementation and interpretation of this amendment shall be in accordance with the respective policies of the Port Colborne Official Plan and an amendment to the City Zoning By-law to rezone the subject lands.

PART C – THE APPENDICES

The following appendices do not constitute part of Amendment No. 5 but are included as information to support the Amendment.

APPENDIX I – Minutes of the Public Meeting

APPENDIX II – Department of Planning & Development Report




THIS IS SCHEDULE "A" TO BY-LAW NO _____

PASSED THE _____, 2019

MAYOR

CLERK

 Lands to be redesignated from Parks and Open Space to Industrial Areas

MAY 2019

FILE: D09-01-19

DRAWN BY: CITY OF PORT COLBORNE
PLANNING DIVISION

NOT TO SCALE

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting lands legally described as Part Lot 27 Concession 1, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known at 170 Welland Street.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule "A" attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule "A6" forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from P-CH to LI-51.
3. That Section 37 entitled SPECIAL EXCEPTIONS AND PROVISIONS of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

LI-51

Notwithstanding the provisions of the Light Industrial zone to the contrary, the use of this land shall comply with the following special regulations.

- i) the following uses are prohibited: Medical Marihuana Production Facility; Adult Oriented Entertainment Establishment; and Transportation Depot
 - ii) outside storage is not permitted
 - iii) shift work past 8:00 p.m. is not permitted
4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.
 5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this __ day of _____, ____.

William C Steele
Mayor

Amber LaPointe
Clerk

PUBLIC OPEN HOUSE COMMENT SHEET

File: D09-01-19 and D14-03-19

Address: 170 Welland Street, City Land on Lake Road and Transport
Canada Lands on the East Side of the Welland Canal

Open House Date: April 29 2019

Comments:

Needs More Public Input
Should Be Polayed
So THAT Multi Use - Light Industrial
& Bird Sanctuary And Access To
THE PUBLIC TO ALL OF THE EAST
WELLAND SHORE LAND

- CHANG Some To LIGHT INDUSTRIAL.

Name: HARRY ROSNICK

Address: 62 FRASER ST. P.C

Email: 

NAME AND ADDRESS MUST BE COMPLETE FOR COMMENT TO ENTER PUBLIC RECORD

PUBLIC OPEN HOUSE COMMENT SHEET

File: D09-01-19 and D14-03-19

Address: 170 Welland Street, City Land on Lake Road and Transport
Canada Lands on the East Side of the Welland Canal

Open House Date: April 29 2019

Comments:

I live right across from ^{Jeff.} Dewars.
I am really scared about 1- property
value dropping drastically. 2- that
if his property is changed to L-1.
that leaves the transport comp owned
by ~~the~~ to purchase his land and
expand his business. It could happen and I
am very worried. Thx.

Name: Debbie Gravelle

Address: 177 Welland St
P.C.

Email: 

NAME AND ADDRESS MUST BE COMPLETE FOR COMMENT TO ENTER PUBLIC RECORD

PUBLIC OPEN HOUSE COMMENT SHEET

File: D09-01-19 and D14-03-19

Address: 170 Welland Street, City Land on Lake Road and Transport
Canada Lands on the East Side of the Welland Canal

Open House Date: April 29 2019

Comments:

- how will the heavy industrial area affect our property value, will we ever be able to sell our homes when these changes happen.
- how will these proposed ~~chang~~ changes affect the opportunity to sell \$ our homes.
- are we going to be pushed out of our houses due to the changes, noise, traffic, construction, machinery, more ~~activity~~ activity, pollution,

Name: TINA WHITWELL

Address: 83 WELAND ST.

PORT COLBORNE ON L3K 1V1

Email: 

NAME AND ADDRESS MUST BE COMPLETE FOR COMMENT TO ENTER PUBLIC RECORD

PUBLIC OPEN HOUSE COMMENT SHEET

File: D09-01-19 and D14-03-19

Address: 170 Welland Street, City Land on Lake Road and Transport
Canada Lands on the East Side of the Welland Canal

Open House Date: April 29 2019

Comments:

- eye sore to look at. West St is #1 street in
Port. Visitors from all over come to Port to visit
to shop - CANAL DAYS. They don't want to see
heavy equipment, noise, High piles of who
know what.
- HEALTH Issues - On a windy day comes from
the west the East side gets all that stuff
on our homes Breathing Unhealthy air -
I have COPD & I don't want to have to
stay inside my house come the Summer
- won't be able to sell our home now

Name: LORETTA VANDERHOEK

Address: 117 FARES ST

Email: 

NAME AND ADDRESS MUST BE COMPLETE FOR COMMENT TO ENTER PUBLIC RECORD

April 26, 2019

Amber LaPointe

City Clerk,

Port Colborne City Hall,

66 Charlotte Street,

Port Colborne, ON.

L3K 3C8



Dear, Port Colborne, City Clerk, Amber LaPointe and or City of Port Colborne, Ontario, Canada.

Re: Letter I received April 25th, 2019, dated April 23rd, 2019. Addressing: Files; D09-01-19 & D14-03-19, Proposed Official Plan & Zoning By-law Amendment for 170 Welland Street, City Land on Lake Road and Transport Canada Lands.

As per the Legal Notice section of your letter, referring to (Section 22 and 34 of the Planning Act), please accept this written submission from me, a resident and property owner (217 Welland St., Port Colborne), with respect to these major zoning change proposals, and their numerous, potentially negative effects, of industrialization, on this east side/Nickel Beach community, Lake Erie, the Downtown core and the City as a whole. These effects, ranging from all forms of pollution; air, water, noise, smell, visual, contaminants, traffic and others, degrade, nature and wildlife, the life style and living conditions of all inhabitants of this great Lake Erie, coastal City. I submit this letter now, in response, to reserve my right or option, to appeal this proposed Amendment change before a Local Planning Appeal Tribunal, moving forward. I submit this letter now, prior to a decision by the City of Port Colborne Council, on this proposed matter, (the Official Plan and Zoning By-law Amendments), as referenced above.

I would also appreciate the personal notice offered in your letter, with respect to Council's decision about this matter, (time is of the essence) if an appeal is warranted. I look forward to hearing more about this matter.

Thank you.

Kindest regards,

Glenn Hamilton



"Heavy Industry" means heavy smoke, stink, noise, traffic.

PUBLIC OPEN HOUSE COMMENT SHEET

File: D09-01-19 and D14-03-19

Address: 170 Welland Street, City Land on Lake Road and Transport
Canada Lands on the East Side of the Welland Canal

Open House Date: April 29 2019



Comments:

The elected politicians of Port Colborne have one of the greatest opportunities in the city's history to "Do The Right Thing" by creating a large lake and canal-side park for its citizens. It would be a terrible shame if our city council "sells out" to vested industrial interests and allows a smokey, smelly, noisey conglomeration of heavy industries to be foul and essentially destroy a natural area. There are countless areas of the city and surrounding environs to locate an industrial park. This area is not the place for heavy industry. Please Do the Right Thing. A beautiful lake and canal-side park, and bird sanctuary for generations of thank full Port citizens.

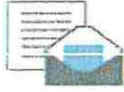
Name: Michael Tuszewski 

Address: 2-576 Fielden Avenue

Port Colborne, Ont. L3K 4V1

Email: off line, please contact me. Thank you.

NAME AND ADDRESS MUST BE COMPLETE FOR COMMENT TO ENTER PUBLIC RECORD



Fw: Re Zoning Appliavction May 13th
 Dan Aquilina to: Evan Acs, Heather Mahon

05/09/2019 10:01 AM

Dan Aquilina, MCIP, RPP, CPT
 Director of Planning and Development
 905-835-2901 Ext. 203
 Fax: 905-835-2939
 www.portcolborne.ca

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----- Forwarded by Dan Aquilina/Port_Notes on 2019-05-09 10:00 AM -----

From: "David Henderson" [REDACTED]
 To: mayor@portcolborne.ca, "Ron Bodner" <ronbodner@portcolborne.ca>, angiedesmarais@portcolborne.ca, markbagu@portcolborne.ca, garybruno@portcolborne.ca, frankdanch@portcolborne.ca, ericbeauregard@portcolborne.ca, harrywells@portcolborne.ca, danaquilina@portcolborne.ca
 Date: 2019-05-09 09:03 AM
 Subject: Fwd: Re Zoning Appliavction May13th

I am writing to ask you to vote against the rezoning of the lands on the east side of canal south of Clarence Str. to heavy industrial use.

This are is where Port Colborne takes water for its municipal water supply.

Port Colborne's water intake has the highest potential for contamination of any municipality inin Niagara, as shown Table 1.1 and link to Niagara Source Water protection.

<http://www.sourceprotection-niagara.ca/wp-content/uploads/2015/12/1.0-SPP-text-MOE-Approved-131216R.pdf>

Approving this zoning change would be an egregious abuse of your municipal responsibilities, a betrayal of you responsibility to the citizens of Port Colborne and the Canada Water Act.

David Henderson



Table 1.1 Water Treatment Plants and Intake Protection Zones in Niagara

| Water Treatment Plant | Intake Protection Zone (IPZ) | Vulnerability Score |
|-----------------------|--|---------------------|
| Grimsby | <ul style="list-style-type: none"> Grimsby IPZ-1 Grimsby IPZ-2 | 5.0 4.0 |

| | | |
|---|--|--------------|
| DeCew Falls (which has 3 intakes: Main, Highway 406, and Lake Gibson Alternate) - | • Main IPZ-1 • Main IPZ-2 | 8.0 6.2 |
| | • Highway 406 IPZ-1 • Highway 406 IPZ-2 | 8.0 5.6 |
| | • Alternate IPZ-1 • Alternate IPZ-2 | 8.0 6.4 |
| Welland * | • Welland IPZ-1 | 7.0 |
| Port Colborne - | • Port Colborne IPZ-1 • Port Colborne IPZ-2 | 9.0 8.1 - |
| Rosehill (Fort Erie) | • Rosehill IPZ-1 • Rosehill IPZ-2 | 7.0 5.6 |
| Niagara Falls | • Niagara Falls IPZ-1 • Niagara Falls IPZ-2 | 8.0 6.4 |

*Table Note: There is no Welland IPZ-2 since it is located wholly within the IPZ-1.



Fw: No expansion for industry at East Side Waterfront
Dan Aquilina to: Evan Acs, Heather Mahon

05/09/2019 01:24 PM

Dan Aquilina, MCIP, RPP, CPT
Director of Planning and Development
905-835-2901 Ext. 203
Fax: 905-835-2939
www.portcolborne.ca

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----- Forwarded by Dan Aquilina/Port_Notes on 2019-05-09 01:24 PM -----

From: [REDACTED]
To: "cityclerk@portcolborne.ca" <cityclerk@portcolborne.ca>, "danaquilina@portcolborne.ca" <danaquilina@portcolborne.ca>
Date: 2019-05-09 01:20 PM
Subject: Fwd: No expansion for industry at East Side Waterfront

I am opposed to the proposed changes that would see industry take over. Why can't we not do something else like turn it into green space, in line with other cities, especially at this time in history, when green space is needed, and not more pollution and contaminants.

Tracy Pybus

[187 Oakwood Street](#)

[Port Colborne](#)

Zoning Check
Site Plan Comments
Read Receipts
Fwd: waterway industrial changes
Dan Aquilina
to:
Evan Acs, Heather Mahon
05/10/2019 08:07 AM
Hide Details
From: Dan Aquilina/Port_Notes
To: Evan Acs/Port_Notes@Port_Notes, Heather Mahon/Port_Notes@Port_Notes

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

Begin forwarded message:

From: "tina gifford" [REDACTED]
Date: May 10, 2019 at 12:47:07 AM EDT
To: "danaquilina@portcolborne.ca" <danaquilina@portcolborne.ca>
Subject: waterway industrial changes

What in the world is going on?

This is a ridiculous idea. The city of Port Colborne has seen years of industry fallout. Now its planning another creation of the industrial messes from the past.

The canal way is a perfect site to create greenspace, living areas and parks. Isn't it time to try to clean it up not create more of a dismal view of such a beautiful land. Come on!!

Tina Gifford - Iron Spirit Services



Site Plan Comments

Read Receipts

Zoning Check

City Hall Council Meeting of Monday, May 13th/19. ITEM #5, East Canal Lands

L. Louise Hawkins

to:

planner

05/10/2019 11:27 AM

Hide Details

From: "L. Louise Hawkins" [REDACTED]

To: planner@portcolborne.ca

First of all the City Hall website would not allow us and some others to email to anyone within City Hall staff. But I was given this link and my message should be considered for the meeting as it has not yet taken place: especially after the difficulty is sending any message other than a phone call.

We wish to give our input in regards to the rezoning of the said lands.

Our primary concern is of the most southerly section of the proposed rezoning, because that area is one of the few nesting areas along the north shore of Lake Erie for Seagulls and possibly Terns. There are many hundreds of nesting Gulls there as the Cormorants have invaded most of their spaces. They have historically used that area anyways, but the fact that what used to be termed "Gull Island", is mostly Cormorants now.

This area in our opinion should be designated to a PROTECTED bird sanctuary.

The nearest place for major nesting for the Gulls is Mohawk Island. The water levels would deplete a lot of that area for them. And actually Cormorants have largely taken Mohawk Island over. From early May to sometime in July when the fledglings are grown and gone from the nests people should not be allowed to go there and disturb them.

It truly is one of the few majoy Seagull nesting areas along the North shoreline!

Please take this seriously.

This is our main concern. Of course I would prefer Light Industry in the rest of the proposed rezoning area. We understand the canals were built for shipping.

Parks and an East St. would be lovely and 100% more pleasant but it is not reality for apparent needs. Seeing the Hamilton Spectator article I wonder what use specifically the land would hold and I remain very sceptical, yet our main concern is the Seagull nesting zone. Please consider this concern and bring this to the meeting this coming Monday. Thank you. Yours truly; Linda and Harry Talving.



Fw: zoning amendment to Part Lot 27 Conc 1 - 170 Welland
Amber LaPointe to: Heather Mahon
Cc: Evan Acs

05/13/2019 01:34 PM

FYI

Amber LaPointe
Manager of Legislative Services /City Clerk
Corporate Services Department, City of Port Colborne
66 Charlotte Street, Port Colborne, ON L3K 3C8
905-835-2900 x106 Fax: 905-835-2969
cityclerk@portcolborne.ca

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----- Forwarded by Amber LaPointe/Port_Notes on 2019-05-13 01:32 PM -----

From: "Ines Mundt" [REDACTED]
To: cityclerk@portcolborne.ca
Date: 2019-05-13 11:43 AM
Subject: zoning amendment to Part Lot 27 Conc 1 - 170 Welland

Last Friday a notice was dropped off in my mail box notifying me of a council meeting this evening wherein a proposal to amend zoning from park to heavy industry is proposed for the above address. It is my intention to be at the council meeting this evening to listen to the proposal and show my apposition to this amendment.

I moved to Port Colborne last summer as the community had so much to offer as a healthy environment, active town and one that I felt had much to offer in the way of tourism. What a tremendous shock to be made aware of this proposal to reclaim park area for the purpose of heavy industry. Why is council taking a step back instead of one into the future? Hard to believe that you would make this move. Surely there is enough land available for industry that would not cause the damage to the water, environment and affect the quality of life for the residents of the town. I am very opposed to this change.

Tax Season Notice: Office is open for personal tax April 1 to April 30, 2019; corporate tax in June, 2019

PLEASE NOTE NEW ADDRESS

Ines Cohrs Mundt, RHU
IM Financial - Insurance, Investments, Living Benefits
35 Canal Bank Rd., Port Colborne, ON L3K 2M6
Tel: [REDACTED]
skype: [REDACTED]
11 rue du Moulin de Piot, 23220 Cheniers, France
Telephone in France [REDACTED]

Zoning Check
 Site Plan Comments
 Read Receipts
 Fwd: East Side Land Rezoning
 Dan Aquilina
 to:
 Evan Acs, Heather Mahon
 05/10/2019 05:25 PM
 Hide Details
 From: Dan Aquilina/Port_Notes
 To: Evan Acs/Port_Notes@Port_Notes, Heather Mahon/Port_Notes@Port_Notes

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

Begin forwarded message:

From: "Dan Aquilina" <danaquilina@portcolborne.ca>
Date: May 10, 2019 at 5:23:50 PM EDT
To: [REDACTED] "Heather Mahon" <heathermahon@portcolborne.ca>
Subject: Fwd: East Side Land Rezoning

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

Begin forwarded message:


From: "Ha St" [REDACTED]
Date: May 10, 2019 at 4:10:35 PM EDT
To: danaquilina@portcolborne.ca, cityclerk@portcolborne.ca
Subject: East Side Land Rezoning

As a resident of the East side, living a block away from the canal, I strongly disagree with any rezoning of the subject lands to Heavy Industrial. As it is we residents have seen our property values degraded by Inco pollution, we put up with 24 hour a day noise and dust from Snider dock services and now Marine Recycling Corp has taken over the entire south end for their business. Where once people could walk to the break wall to fish, now the land looks like a junkyard. Is the Ministry of the environment monitoring their activities? Directly adjacent to Nickel Beach? The Fowlers toad has all but been eradicated, are you willing to do the same to habitat nearby that has Bald Eagles nesting?

My vote is NO to rezoning.

H.Stengel
 192 Fares St.
 Port Colborne.
 [REDACTED]



Re: Proposed official plan and zoning by-law amendment 
Amber LaPointe to: leo talving
Cc: Heather Mahon, Evan Acs, Brenda Heidebrecht

05/10/2019 06:41 PM

Hi Leo,

Thank you for your comments.
They will be circulated to Planning staff, Council and included in the public record.

Amber LaPointe
Manager of Legislative Services /City Clerk
Corporate Services Department, City of Port Colborne
66 Charlotte Street, Port Colborne, ON L3K 3C8
905-835-2900 x106 Fax: 905-835-2969
cityclerk@portcolborne.ca


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"leo talving"


Dear city council, I oppose the changes as they...

2019-05-09 06:38:29 PM

From: "leo talving" 
To: "cityclerk@portcolborne.ca" <cityclerk@portcolborne.ca>
Date: 2019-05-09 06:38 PM
Subject: Proposed official plan and zoning by-law amendment

Dear city council, I oppose the changes as they stand and would like to offer some proposals for amendments. I object to the heavy industry zoning as I consider it a step in the wrong direction for the town's development. Light industry would fit in better with future development in the town center. Port Colborne is in a unique position having both a working and public waterfront. Let's keep that balance. Secondly, private property in this area should be returned to its original designation ie light industry so that owners could manage their property without hindrance and not be saddled with a designation which would make it difficult to sell their property. Third, the south part of the land under consideration forms a point or isthmus into Lake Erie which ought to be kept in a preserved state. It is the only herring gull nesting ground between the Grand River and the Niagara River. It is a wild place in the center of town and could be a treasure in the future as open free access to lakefront disappears. Again, it is in balance with development. Leo Talving



Re: 
Amber LaPointe to: Barbie Horton
Cc: Heather Mahon, Evan Acs, Brenda Heidebrecht

05/10/2019 06:42 PM

Hi Barbie,

Thank you for your comments.
They will be circulated to Planning staff, Council and included in the public record.

Amber LaPointe
Manager of Legislative Services /City Clerk
Corporate Services Department, City of Port Colborne
66 Charlotte Street, Port Colborne, ON L3K 3C8
905-835-2900 x106 Fax: 905-835-2969
cityclerk@portcolborne.ca

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"Barbie Horton" In regards to the application for official plan and... 2019-05-09 04:42:57 PM

From: "Barbie Horton" 
To: cityclerk@portcolborne.ca
Date: 2019-05-09 04:42 PM
Subject: Re:

In regards to the application for official plan and zoning by-law known as Part lot 27 concession 1 formerly in the township of Humberstone. I oppose of this Industry taking place in this location,, I feel the water will be contaminated, air quality, dust and increase of noise , wildlife ,will all be compromised,, this will be a tragedy for the sake of money.
Thank you
Best regards
Barbie Horton

Sent from my iPad

Attention: Amber Lapointe City Clerk

Subject: Proposed Official Plan and Bylaw Amendment 170 West Street City Land on Lake Road and Transport Canada Lands

File #D09-01-19 D14-03-14

I am writing to express my concerns regarding the protection of our East Side Canal Lands.

I have recently become familiar with the **East Waterfront Community Improvement Plan** of 2012.

I found it to be a forward thinking and exciting C.I.P.

In it are listed 9 Community goals that were established. (Page 24)

1. Repair and renovate existing houses and other buildings.
2. Protect, restore and re-use architecturally and historically significant buildings.
3. Improve the quality of streetscapes in the neighbourhood
4. Reduce the environmental and visual impact of industrial uses
5. Attract new investment and development to vacant properties
6. Create new open spaces and recreational opportunities
7. Improve pedestrian cycling connections to Nickel Beach and the lake generally
8. Establish more attractions at Nickel Beach
9. Protect and enhance the significant natural features of the lakefront

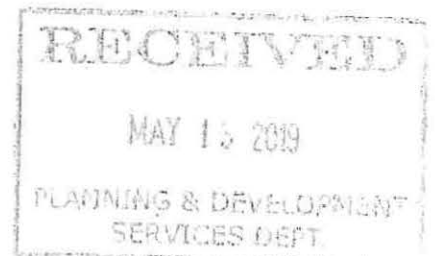
These goals clearly express a LONG TERM VISION for our community and represent a huge opportunity to move in the right direction.

I am appalled that the Proposed Official Plan and Bylaw Amendment will take us in exactly the opposite direction.

I am respectfully asking you to support the people of Port Colborne and

Vote Against the Official Plan Bylaw Amendment.

Catharine Parry



To: Amber Lapointe,
City Clerk
Evan Acs, Planner
City of Port Colborne
66 Charlotte St.
Port Colborne, ON

May 13, 2019

RE: 170 Welland Street, City land on Lake Road and Transport Canada Lands. Proposed Official Plan and Zoning By-law Amendment

My name is Mitch Carriere, I am an owner of a rental property on Welland Street (173 Welland St) directly in front of 170 Welland Street, the property in discussion for zoning changes. Myself and my tenants, would like to present this written submission as our formal opposition to the recent proposed zoning changes on Welland Street. Namely, I am against the following:

I/we are strongly oppose the applications for Official Plan and Zoning By-law amendment for the lands known as Part Lot 27 Concession 1, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known at 170 Welland Street, s/s Lake Road and all lands under federal government ownership on the east side of the Welland Canal.

I/we are strongly oppose the application for Official Plan Amendment proposes to change the East Waterfront Secondary Plan designation for these properties from Parks and Open Space to Industrial Area. I we are against the application for Zoning By-law Amendment of 170 Welland proposes to change the zoning from P-CH (Park with Conversion Holding) to Light Industrial.

I/we are strongly oppose or City-owned lands on Lake Road and federal lands the Zoning By-law Amendment proposes to change the zoning from Light Industrial and P-CH (Park with Conversion Holding) to Heavy Industrial.

I have owned this property for over twenty years. Further, the same tenants have resided at this location for this duration. Not only do I have vested interest in this proposed change but my tenants clearly do as well. The property in question, 170 Welland Street, is directly in front of my property therefore any changes taken would impact my property value, as well as affect my tenants' quality of living. The East Village has had to endure the unsightliness of industry, as well as all the westerly polluted winds flowing directly from industry to households since Port was established. This proposal would no doubt add to these already grim circumstances.

It seems totally illogical to me to go from Park land to industrial land. After all the efforts that were made from previous councils, the East Village takes another step backwards. There is plenty of potential Industrial land. The HW 140 corridor and north end Port Colborne. Further, this would no doubt affect West St residents and business owners. West Street is our post card during Canal Days. Which is on full display for only one weekend out of 52 weeks. Instead, like a Niagara-On-The-Lake, It could be on full display every day, a tourist go to ... a jewel in South Niagara. A proposal such as the one

outlined above would only further the unsightliness of the East side docks directly in front of West Street and add to an already poor quality of life in the East Village.

It is short sighted to think that a proposal like this could benefit anybody but a handful of scrap dealers from outside of Port Colborne. Is it not time for Port Colborne to clean up its waterfront and look towards other forms of economic activity. There are so many better and cleaner options. Ask Elliott Lake!

Thanks for your time.

Sincerely,

Mitch Carriere

[REDACTED]

[REDACTED]



Site Plan Comments
 Read Receipts
 Zoning Check
 170 Welland Street
 M C

to:

cityclerk@portcolborne.ca, planner@portcolborne.ca, angiedesmarais@portcolborne.ca,
 billsteele@portcolborne.ca

05/22/2019 12:26 PM

Hide Details

From: "M C" [REDACTED]

To: "cityclerk@portcolborne.ca" <cityclerk@portcolborne.ca>, "planner@portcolborne.ca"
 <planner@portcolborne.ca>, "angiedesmarais@portcolborne.ca"
 <angiedesmarais@portcolborne.ca>, "billsteele@portcolborne.ca"
 <billsteele@portcolborne.ca>

May 22, 2019

To: Bill Steele

Mayor
 Amber Lapointe,
 City Clerk
 Evan Acs, Planner

City of Port Colborne
 66 Charlotte St.
 Port Colborne, ON

RE: 170 Welland Street, City land on Lake Road and Transport Canada Lands. Proposed Official Plan and Zoning By-law Amendment

Further to my submission sent to the City of Port Colborne May 13, 2019, I would like to add the following:

I did not have the opportunity to attend the Port Colborne City Hall meeting of May 13/2019 since I was at work, however, I had the pleasure of listening to the meeting on social media. Aside from my opposition to the proposal as outlined in my previous submission, I found it odd to learn that this entire proposal for re-zoning classification appears to have been put forward based on one man's word. Mr. Shalom DWOR said to our Mayor that his property was re-zoned without his consent and that he wasn't notified about the changes therefore, without further due, the property should be converted to its original zoning.

I find it odd that an intelligent business man like Mr. DWOR would not be aware of his properties standing and zoning changes since 2012. Myself and most of the immediate residents on Welland St and the East Village were aware of the propose land changes of 170 Welland St. from Industrial land to Park Land in 2012. We received notification by mail to attend meetings as well as I recall browsing the City of Port Colborne web site to view the outlined changes to Park Land. I personally was ecstatic, of the positive changes.

I will give DWOR the benefit of the doubt. I would be upset if my property would be rezoned without my knowing. Then the argument over this whole proposal changes and the legal question becomes:


Did the City of Port Colborne neglect to notify DWOR properly about his property zoning changes back in 2012. I would hope that a "registered" legal document was sent to DWOR and that there would be a record of this communication reflecting zoning changes. If this is not the case, than the City of Port Colborne is clearly negligent and should rectify this matter. The question is, who is going to pay for this negligence. Assuming its stays Park Land, DWOR's property is no doubt less attractive to any buyers. If the property is re-zoned to Light Industrial, then the residents of Welland Street and the East Village lose; Property Values to the residents would clearly be affected even greater than DWOR's limited gain.

Great efforts were made to convert this land to Park Land. If DWOR was not legally notified than he should be compensated by the City of Port Colborne for damages but not at the cost of Welland St. and East Village Residents.

Sincerely
Mitch Carriere





Re: Opposed 
Amber LaPointe to: Bob Szabari
Cc: Heather Mahon, Evan Acs, Brenda Heidebrecht

05/13/2019 02:22 PM

Hi Bob,

Thank you for your comments.
They will be circulated to Planning staff, Council and included in the public record.

Amber LaPointe
Manager of Legislative Services /City Clerk
Corporate Services Department, City of Port Colborne
66 Charlotte Street, Port Colborne, ON L3K 3C8
905-835-2900 x106 Fax: 905-835-2969
cityclerk@portcolborne.ca


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"Bob Szabari"

Hello my name is Robert Szabari....I moved bac...

2019-05-10 09:43:30 PM

From: "Bob Szabari" 
To: cityclerk@portcolborne.ca
Date: 2019-05-10 09:43 PM
Subject: Opposed

Hello my name is Robert Szabari....I moved back to Port Colborne in July/2018 which is my hometown. I am very concerned about the proposed change to Part Lot 27 Concession 1...my wife and I moved here in July 2018....coming home to be with family. This proposed amendment is totally unacceptable...we bought a home on Welland St...131 to be exact and feel that any changes to do with light or heavy industrial is not the right thing for our neighborhood. With us buying a home in the neighborhood at this time I think the environment and self preserving of our neighbors both young and old is at a priority. Councilors and Mayor, please hear us in the neighborhood.....stop this and the loss of value of our property, good water....great air quality.

I brought my wife here.... away from her family in BC to a healthier cleaner life....please keep it that way.

Thank you,
Robert Szabari
131 Welland St
Port Colborne, Ontario
L3K 1V2

Reply to. this email...thank you

Site Plan Comments
 Read Receipts
 Zoning Check
 Re: Notices of Public Meeting
 Alana Vander Veen
 to:
 Evan Acs
 04/22/2019 08:28 AM
 Cc:
 Brian Kostuk
 Hide Details
 From: Alana Vander Veen/Port_Notes
 To: Evan Acs/Port_Notes@Port_Notes
 Cc: Brian Kostuk/Port_Notes@Port_Notes
 Hello Evan

There are no concerns with respect to municipal drains for either property.

Alana

Sent from my iPhone

On Apr 18, 2019, at 5:13 PM, Evan Acs <planner@portcolborne.ca> wrote:

Greetings,

Please find attached the corrected notice for D09-01-19 & D14-03-19.

Regards,

Evan Acs, MA, MSc
 Planner
 Planning & Development Department

City of Port Colborne
 66 Charlotte Street
 Port Colborne ON L3K 3C8
 Office: 905-835-2900 ext 202
 Fax: 905-835-2939

Working smoke and carbon monoxide alarms save lives.

(See attached file: D09-01-19 & D14-03-19 Notice of Public Meeting.pdf)

Evan Acs---04/18/2019 04:05:13 PM---Greetings, Attached are two notices of public meeting. The first is for a zoning by-law amendment f

From: Evan Acs/Port_Notes
 To: Brian Kostuk/Port_Notes@Port_Notes, Steve Shypowskyj/Port_Notes@Port_Notes, Alana Vander Veen/Port_Notes@Port_Notes, Sherry Hanson/Port_Notes@Port_Notes, Todd Rogers/Port_Notes@Port_Notes, Charles Turpin/Port_Notes@Port_Notes, Julian Douglas-Kameka/Port_Notes@Port_Notes
 Cc: "Alderman, Aimee" <Aimee.Alderman@niagararegion.ca>, clamman@npca.ca, MunicipalPlanning@enbridge.com.
 Date: 04/18/2019 04:05 PM
 Subject: Notices of Public Meeting

VIA EMAIL ONLY

May 17, 2019

Files: D.10.07.OPA-19-013
D.18.07.ZA-19-049

Evan Acs
Planner
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Dear Mr. Acs:

**Re: Regional and Provincial Review Comments
City-Initiated Official Plan and Zoning By-law Amendments
City File Nos.: D09-01-19 & D14-03-19
170 Welland Street
City of Port Colborne**

Regional Planning and Development Services staff has reviewed the information circulated for the above-noted Official Plan and Zoning By-law Amendment applications, which propose the following:

- To amend the Official Plan (East Waterfront Secondary Plan) designation for these properties from Parks and Open Space to Industrial Area; and
- To change the existing zoning on 170 Welland Street from Park with Conversion Holding (P-CH) to Light Industrial.

The proposed amendments are City-initiated, and were not discussed or considered through a Pre-Consultation Meeting. Based on correspondence with City staff, Regional staff understands that the subject lands have continued to be used for industrial purposes although the lands were intended for park/open space uses since being redesignated through the adoption of the East Waterfront Secondary Plan (March 12, 2012) and rezoned through the City's Comprehensive Zoning By-law 6575/30/18 (May 2018). The proposed Official Plan and Zoning By-law Amendments were not accompanied by justification to support the change in land use; it is noted that, at the January 28, 2019 City Council meeting, Council provided direction to City Planning and Development staff to initiate the change in land use on the subject properties. The following Provincial and Regional comments are provided to assist the City in considering the applications.

Background

East Waterfront Secondary Plan

The City's Waterfront Revitalization Strategy, initiated in 2003, informed the East Waterfront Projects (East Waterfront Secondary Plan and East Waterfront Community Improvement Plan). The Strategy confirmed that there was imperative need and significant opportunities for revitalization on the east side of the Welland Canal. The subject lands are within the City's East Waterfront Secondary Plan, which incorporates green streets and open spaces to create the setting for neighbourhood renewal, intent to significantly revitalize the east side of the canal, infill development and a variety of lakefront experiences. The intent of the Secondary Plan, among other things, is to reduce the environmental and visual impact of industrial uses; create new open spaces and recreational opportunities; and to protect and enhance the significant natural features of the lakefront. The creation of the East Waterfront Secondary Plan was accompanied by the East Waterfront Community Improvement Plan (CIP).

At the time of the Region's review (dated February 24, 2012) of the Secondary Plan and CIP for this area, the following comments were provided that are relevant to the proposed Amendments:

- The East Waterfront revitalization includes a major focus on enhancing the pedestrian and cycling environment and the provision of a variety of public parks/open spaces and facilities that will provide a range of recreational opportunities to the neighbourhood and broader community, including enhancing opportunities for public access to the shoreline. These improvements are consistent with Provincial and Regional policies and, as such, the Region is supportive of the City's efforts in this regard.
- The redesignation of vacant industrial lands close to the existing residential neighbourhood for open space and residential development is appropriate as this will eliminate the potential for further land use conflicts from additional future industrial development/activities.

Further to the above, to support the land conversion from industrial to parks and open space, Urban Strategies undertook a comprehensive review of the vacant and industrial lands, and concluded that the conversion of the lands was appropriate. Specifically, the Secondary Plan states (on page 23; Section 3.4) that: "there was a need for the conversion; allocated employment forecasts for the municipality will be met; the conversion will not adversely affect the overall viability of the employment area; there is existing infrastructure to accommodate the conversion; and the lands are not required over the long term for the employment purposes for which they were designated."

The Secondary Plan and CIP also recognize that the subject lands have confirmed site contamination as a result of the Inco refinery operation and previous/existing industrial uses. In order for the subject lands to be utilized for parks and open space uses,

considerable assessments and remediation will be required. The Secondary Plan stated that it was the City's intent to acquire the subject lands for parks and open space; Regional staff note that the subject lands are not owned by the City. Staff also recognize that it may not be financially feasible for the City to acquire and remediate the subject lands to permit the parks and open space use, as intended by the Secondary Plan.

Provincial and Regional Policies

The subject lands are within a Settlement Area under the Provincial Policy Statement (PPS), and within the Delineated Built-up Area under the Growth Plan for the Greater Golden Horseshoe (Growth Plan). The PPS directs growth to settlement areas, and encourages the efficient use of land, resources, infrastructure, and public service facilities that are planned or available. The Growth Plan encourages intensification in Delineated Built-up Areas, and prioritizes planning and investment in infrastructure that will support intensification and the achievement of complete communities.

The property is located within the Urban Area Boundaries for the City of Port Colborne and are designated as within the Built-up Area according to the Regional Official Plan (ROP). These areas are to be planned as compact, complete communities, which support intensification and accommodate a range of land uses including residential, commercial, institutional, employment and other land uses; all development within urban areas should be accommodated on full municipal services.

The subject property is within Intake Protection Zone (IPZ) 2; these lands are areas that surrounding a municipal surface water intake, and where it is desirable to regulate or monitor drinking water threats. Regional staff note that future uses on the subject property will be carefully considered alongside ROP IPZ policies through a Site Plan process.

Proposed Official Plan Amendment

The Official Plan designation on the subject property is proposed to be changed from Parks and Open Space to Industrial Area. The subject property is within the Gateway Economic Centre as per the ROP. The ROP policies regarding the intent and vision of the Gateway Economic Centres across the Region support the general development of employment uses. Further, ROP policies regarding the Welland Canal note that employment land development adjacent to the Welland Canal within designated areas is the priority for capitalizing on the goods movement function of the Canal. To that end, an Industrial designation on the lands is supported by the ROP.

ROP Policy 9.H.4.1 speaks to the Region's role as a formal liaison with the St. Lawrence Seaway Authority and other Federal and Provincial agencies, to identify mutual interests and act on behalf of the local municipalities. Through this role, Regional Economic Development staff offers the following background:

In a recent interim report by the House of Commons standing committee on Transport, Infrastructure and Communities identified the Niagara-Hamilton area for potential economic growth as part of an expanded National Trade Corridor. One of the key findings was the regular congestion on the Queen Elizabeth highway meaning that an alternative must be found for transporting freight. One of the recommendations was to encourage use of the St. Lawrence Seaway for transporting freight. If the Federal Government cooperates with stakeholders such as the St. Lawrence Seaway Management Corporation and the Hamilton Port Authority this could result directly in new investment with Niagara.

There is currently a significant demand for multimodal service industrial lands. For example, the Hamilton Port Authority currently has a list of 60 businesses waiting for property in the area. There is a possibility that many of these companies would locate in Niagara along the Welland Canal if the land was available. Therefore there is an opportunity for lands in Niagara Region to meet that demand, support increased seaway traffic, trade, and grow the local economy.

Conversely, the ROP also encourages and promotes the shared use of parks and public open space along the Welland Canal Cultural Heritage Landscape. The current designation of the property aligns with the intent of the Creative Niagara policies (Chapter 10 of the ROP). To that end, a decision to develop the land as parks and open space would also be consistent with the ROP. However, it is understood that the City is not the owner of the lands and does not intend to purchase the lands for parks purposes at this time.

Land Use Compatibility

The City's Official Plan states that the predominant use for lands designated industrial shall include, but not be limited to, manufacturing and fabricating; assembling; processing; servicing and repairing; warehousing and storage; shipping and receiving; and commercial activities. All development within the Industrial Area is subject to the provisions of Site Plan Control, and all new industrial development is required to demonstrate compliance with the Ministry of Environment, Conservation and Parks D-6 Guidelines (Compatibility between Industrial Facilities). Regional staff recommend that the D-6 Guidelines, and the associated recommended minimum separation distances and potential influence areas, be considered when determining appropriate uses on the subject property. An analysis of the proposed permitted uses on the subject property in comparison to the D-6 Guidelines can be found below, in the Proposed Zoning By-law Amendment section.

Proposed Zoning By-law Amendment

The Zoning on the subject property is proposed to be changed from Park with Conversion Holding (P-CH) to Light Industrial. Based on a review of the City's Zoning

By-law, permitted uses within the Light Industrial zone include a car wash, contractor's yard, education facility, industry (light), medical marihuana production facility, motor vehicle repair garage, public uses, and transportation depot. Regional staff has some concerns with the industrial uses proposed and the proximity of the lands to existing residential uses.

Based on the permissions in the Zoning By-law for the Light Industrial zone, it appears that the uses include Class I and II Industrial Facilities, which are subjected to the Ministry of Environment, Conservation and Parks D-6 Guidelines (Compatibility between Industrial Facilities). The D-6 Guidelines provide for Potential Influence Area and Recommended Minimum Separation Distances from industrial uses to more sensitive uses, as noted below:

| Industrial Facility Class | Recommended Minimum Separation Distance | Potential Influence Area |
|----------------------------------|--|---------------------------------|
| Class I | 20 metres | 70 metres |
| Class II | 70 metres | 300 metres |
| Class III | 300 metres | 1,000 metres |

The recommended minimum separation distances do not permit for incompatible development within the outlined parameters (except for redevelopment, infill and mixed use), even if additional mitigation to address adverse effects are implemented; the potential influence areas are those in which adverse effects may be experienced. Regional Staff have concern with permitting all of the uses within the Light Industrial Zone (in line with Class I and II Industrial Facilities) with respect to land use compatibility and alignment with the D-6 Guidelines, as previously mentioned. As such, Regional staff recommend that City Staff conduct a review of the permitted uses of the Light Industrial Zone and only permit those which are in line with Class I Industrial Facilities, to address land use compatibility concerns with surrounding existing residential uses.

Servicing

Staff note that, as part of any future planning applications to facilitate new development on these lands, the Region will require that Functional Servicing Reports be completed and submitted for review and approval in order to address any impacts the future developments may have on the existing sewer infrastructure and Regional Sewage Pumping Stations.

Conclusion

The above comments have been provided by Regional Planning and Development Services staff to assist the City in considering the Official Plan and Zoning By-law Amendment Applications. As previously mentioned, staff has concerns with some of the proposed permitted uses in the Industrial Zone, with respect to compatibility with

May 17, 2019

surrounding existing residential uses. It is recommended that the City review the list of permitted uses against the Ministry of Environment, Conservation and Parks D-6 Guidelines, and provide rationale to support the proposed uses. A refinement to the list of permitted uses on the subject lands will ensure that there are no negative impacts on the surrounding residential uses. Please send a copy of the draft Zoning By-law along with supporting rationale to the Region for review prior to approval.


The comments provided are subject to the satisfaction of any local requirements. Regional staff request circulation of any future Site Plan applications for the subject properties.

In accordance with the current Memorandum of Understanding, the Official Plan Amendment is exempt from Regional Council approval.

If you have any questions or wish to discuss these comments, please contact the undersigned at extension 3352, or Aaron Butler, MCIP, RPP, Senior Development Planner, at extension 3264.

Please send a copy of the staff report and notice of the City's decision on these applications.

Sincerely,



Aimee Alderman
Development Planner

cc: Mr. R. Alguire, Development Approvals Technician, Niagara Region
Mr. K. Scholtens, Manager, Business Development & Expedited Services, Niagara Region



Site Plan Comments
 Zoning Check
 Read Receipts
 170 Welland Street
 Cara Lampman

to:

Evan Acs
 05/31/2019 10:33 AM

Hide Details

From: "Cara Lampman" <clampman@npca.ca>

To: "Evan Acs" <evanacs@portcolborne.ca>

History: This message has been replied to.

Good morning Evan,

As discussed, 170 Welland Street is not impacted by any NPCA Regulated Features and as such the NPCA has no concerns with the proposed change.

The NPCA does regulate the lands to the south and any future application considering those lands should be circulated to the NPCA for review and approval.

Cara Lampman

Watershed Planner

Niagara Peninsula Conservation Authority (NPCA)

250 Thorold Road West, 3rd Floor | Welland, ON L3C 3W2

Tel: 905-788-3135 | extension 272

clampman@npca.ca

www.npc.ca

The information contained in this communication, including any attachment(s), may be CONFIDENTIAL, is intended only for the use of the recipient(s) named above, and may be legally PRIVILEGED. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure or copying of this communication, or any of its contents, is STRICTLY PROHIBITED. If you have received this communication in error, please notify the sender and permanently delete the original and any copy from your computer system. Thank-you. Niagara Peninsula Conservation Authority.

City of Port Colborne
Special Council Meeting 13-19
Minutes

Date: May 13, 2019

Time: 6:30 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

Staff Present: E. Acs, Planner
D. Aquilina, Director of Planning & Development
T. Cartwright, Fire Chief
A. Grigg, Director of Community and Economic Development
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Director of Engineering & Operations
S. Luey, Chief Administrative Officer
H. Mahon, Planning Technician/Clerk (minutes)
C. McIntosh, Deputy Clerk
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. **Confirmation of Agenda:**

No. 80 Moved by Councillor H. Wells
Seconded by Councillor G. Bruno

That the agenda dated May 13, 2019 be confirmed, as circulated or as amended.
CARRIED.

4. **Disclosures of Interest:**

Nil.

5. **Public Hearing Under the Planning Act:**

Official Plan Amendment and Application for Zoning By-law Amendment

Planning and Development Department, Planning Division, Report No. 2019-64, Public Meeting Report for Official Plan Amendment D09-01-19 and Zoning By-law Amendment D14-03-19, 170 Welland Street, City Lands on Lake Road and Transport Canada Lands on the East Side of the Welland Canal

(i) Purpose of Meeting:

Evan Acs advised that the purpose of this meeting, pursuant to Sections 22 and 34 of the Planning Act, is to consider an application initiated by the City of Port Colborne for the properties known as Part Lot 27 Concession 1, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known at 170 Welland Street, s/s Lake Road and all lands under federal government ownership on the east side of the Welland Canal.

The application for Official Plan Amendment proposes to change the designation of these lands in the East Waterfront Secondary Plan from "Parks and Open Space" to "Industrial Areas".

The application for Zoning By-law Amendment proposes to change the zoning at 170 Welland Street from "P-CH" (Public and Park with Conversion Holding) to "Light Industrial". The zoning for Transport Canada lands will change from "P-CH" to "Heavy Industrial". The zoning for the City-owned land on Lake Road will change from "Light Industrial" to "Heavy Industrial".

(ii) METHOD OF NOTICE

Notice of the Public Meeting was administered in accordance with Sections 22 and Sections 34 of the Planning Act, as amended, and Section 3 of Ontario Regulation 543/06 and Section 5 of Ontario Regulation 545/06.

The Notice of Public Meeting was circulated to required agencies, and property owners within 120 metres of the property on April 23rd, 2019. Public notice signs were posted on the properties on April 23rd, 2019. A public notice was also posted

on the City's website on April 23rd, 2019. A public notice appeared in The Port Colborne Leader on April 25th, 2019.

Staff hosted a public open house on April 29th 2019. The open house was attended by a number of residents and property owners from the East Village.

(iii) EXPLANATION OF PROCEDURE TO BE FOLLOWED

Mr. Acs advised that the procedure to be followed this evening will be to present DEPARTMENT OF PLANNING & DEVELOPMENT REPORT 2019-64, to receive questions of clarification from Council to Planning Staff, to open the meeting to the public for comments and questions, to announce the requirements under the Planning Act for written notice of passage of the proposed zoning by-law amendment, and to provide a brief explanation of future meetings regarding the application.

(iv) PRESENTATION OF APPLICATION FOR ZONING BY-LAW AMENDMENT

At this time, Mr. Acs presented Planning and Development Public Hearing Report 2019-64 accompanied by a Power Point presentation.

The subject properties are located on the west side of Welland Street and the south side of Lake Road. The properties are currently vacant, except for an industrial facility at 170 Welland Street. The properties are located in the "East Village" neighbourhood of Port Colborne and are predominately surrounded by residential uses, with some commercial uses on the east side of Welland Street and the north side of Lake Road. To the west of the subject properties is the Welland Canal with industrial uses along its edge.

The City of Port Colborne's Official Plan designates the properties Parks and Open Space. Land uses in the Parks and Open Space designation include public landscaped open space, playgrounds and sports fields not administered by a school board; cultural and recreational facilities such as arenas; museums, halls, swimming pools, docks and publicly operated golf courses; linear parks and public open spaces such as multi-use trails and pathways and on-road bicycle routes.

The application for Official Plan Amendment proposes to change the Official Plan designation to Industrial Areas. Land uses in the Industrial Areas designation include manufacturing and fabricating; assembling; processing; servicing and repairing; warehousing and storage; shipping and receiving; offices as an accessory or secondary use; commercial activities that provide amenities to employees during the workday, as an accessory use, medical marihuana production facilities; industrial activities related and proximate to the canal and harbour such as ship dockage and repair; and accessory uses such as parking garages.

Most of the subject properties are zoned P-CH (Public and Park with Conversion Holding). The Public and Park zone permits Cemetery; Community Garden; Conservation Use; Cultural Facility; Food Vehicle; Park; Public Use; Recreation Use; and Uses, structures and buildings accessory thereto. The Conversion Holding symbols requires a Record of Site Condition to be filed with the Ontario Ministry of the Environment before Public and Park zone uses can be established on the property.

The City-owned land on Lake Street is zoned Light Industrial. The Light Industrial zone permits Adult Oriented Entertainment Establishment; Car wash; Contractor's Yard; Crematorium; Education Facility; Industry, Light; Medical Marihuana Production Facility; Motor Vehicle Repair Garage; Public Use; Research Facility; Transportation Depot; and Uses, structures and buildings accessory thereto and does not include obnoxious, dangerous or offensive trades.

The zoning for property at 170 Welland Street is proposed to change to Light Industrial. The zoning of the other properties subject to this application are proposed to change to Heavy Industrial. The Heavy Industrial zone permits Adult Entertainment Establishment; Bulk Fuel Depot; Car Wash; Contractor's Yard; Crematorium; Education Facility; Heavy Equipment Sales and Service; Industry, Heavy; Industry, Light; Medical Marihuana Production Facility; Motor Vehicle Repair Garage; Public Uses; Research Facility; Transportation Depot; and Uses, structures and buildings accessory thereto and does not include obnoxious, dangerous or offensive trades.

Mr. Acs advised that at its January 28th, 2019 meeting Council provided the following direction to staff: "That Planning and Development staff be directed to bring forward applications under the Planning Act to propose changes in land use for certain properties within the East Waterfront Secondary Plan Area that are federally and privately owned from Parks and Open Space to Industrial/Employment purposes."

The application for Official Plan Amendment proposes to change the designation of these lands in the East Waterfront Secondary Plan from "Parks and Open Space" to "Industrial Areas".

The application for Zoning By-law Amendment proposes to change at the zoning at 170 Welland Street from "P-CH" (Public and Park with Conversion Holding) to "Light Industrial". The zoning for Transport Canada lands will change from "P-CH" to "Heavy Industrial". The zoning for the City-owned land on Lake Road will change from "Light Industrial" to "Heavy Industrial".

Mr. Acs advised that comments in full have been circulated to Mayor, Councillors and Clerk and provided a summary of submitted written comments:

Larry Rosnuk, 62 Fraser Street

- Application should be delayed for additional input.
- Would like to see heavy industrial changed to light industrial with bird sanctuary at the southern end of the "slag spit" protected with public access along Lake Erie shoreline.

Debbie Gravelle, 177 Welland Street

- Lives directly across from 170 Welland Street.
- Concerned about drop in property value resulting from re-zoning.
- Concerned about potential businesses using 170 Welland Street and impact on her property.

Tina Whitwell, 83 Welland Street

- Concerned about decline in property values and ability to sell property if applications approved.
- Concern about noise, traffic and pollution from sites diminishing enjoyment of property.

Loretta Vanderhoeck, 117 Fares Street

- Uses on property unsightly - view from west street is not slightly for tourists.
- Concerns about dust and health issues with wind blowing material stored on site into East Village.
- Concern about ability to sell home if applications approved.

Glenn Hamilton, 217 Welland Street

- Concerns about pollution, noise, odour, traffic and other impacts on residents

Michael Tenszen, 2-576 Fielden Avenue

- Great opportunity for the City to create a large lake and canal-side park with bird sanctuary at this property.
- Opposed to establishment of heavy industrial park on this site due to concerns of impact on natural environment.
- There are other options for locating an industrial park in Port Colborne.

David Henderson, no address given

- Concerns about intake source for municipal water system and impact industry may have.
- Notes that the intake protection zone is the most vulnerable in Niagara.

Tracy Pybus, 187 Oakwood Street

- Opposed to change to industrial uses. Would like to see more greenspace.

Tina Gifford, no address given

- Legacy of industrial contamination in Port Colborne
- Would prefer to see greenspace, residential and parks.

Linda and Harry Talving, no address

- Would like to see protection for bird habitats at the southern end of the “slag spit” as it is an important nesting area for gulls.
- Would prefer to see remaining land rezoned to light industrial.

Ines Mundt, 35 Canal Bank Road

- Moved to Port Colborne for environment and lifestyle.
- See great potential for tourism. Wondering why city is taking step back converting park land to industrial land.
- Concerns about pollution and contamination.

H Stengel, 192 Fares Street

- Opposed to rezoning.
- Neighbourhood is impacted by other industries in area. Does not want to see expansion.
- Concerned about bird nesting area.

Leo Talving, no address given

- Prefer to see light industrial instead of heavy industrial.
- Southern portion of slag spit is important bird area that would be protected.

Barbie Horton, no address given

- Opposed to application.
- Concern about water contamination, air quality, dust and noise.

Rene Sinko, 196 Fares Street,

- Opposed to application. Would prefer to see something that will improve the east side.

Catharine Parry, no address given

- Prefers original vision stated in East Waterfront Community Improvement Plan. Feels proposed application will take city in opposite direction.
- Opposed to application.

Mitch Carriere, 173 Welland Street

- Has owned property across the street for over twenty years. Pollution, noise and dust from existing industries is an on-going problem. Adding more industrial uses will make problem worse.
- Concern about impact on property value.
- Concern about impact on West Street, Canal Days and tourism.
- Application will negatively impact quality of life in East Village.
- Opposed to application.

Rober Szabari, 131 Welland Street

- Opposed to application.
- Lives across street and will be directly impacted.
- Light and heavy industrial is not correct fit for neighbourhood.
- Priority should be environment and residents.
- Concern about property value, water and air quality.

City and Agency Comments

Drainage Superintendent

- No Concern.

Regional Municipality of Niagara

- Requested extension for submitting comments.

(v) QUESTIONS OF CLARIFICATION TO PLANNING STAFF/APPLICANT

At this time, Mr. Acs asked if there are any questions of clarification by Council.

Councillor Bruno asked for clarification of zoning for Allied Marine. Mr. Acs identified the Allied Marine property as being Light Industrial as well as the City owned property to the south east of Allied Marine. The rationale for rezoning lands fronting Welland Street from P-CH to Light and Heavy Industrial was also discussed. Mr. Acs noted that exemptions could be made to prohibit uses such as Medical Marihuana facilities.

Councillor Desmarais noted that she has received a substantial number of emails and personal phone calls regarding the proposed re-zoning. She questioned whether the Dwor property could be discussed separately from the remaining parcels. Mr. Acs advised that this could be done under the direction of Council. Councillor Desmarais also requested that the medical marihuana and adult entertainment uses be removed from the permitted uses.

Councillor Wells questioned Mr. Acs on the Provincial Policy statement regarding having Heavy and Light Industrial uses permitted within a certain distance from sensitive land uses. Discussion commenced and Mr. Acs noted that as no specific type of industry has been proposed yet it is difficult to ascertain. Preference would be for Site Plan control. Councillor Wells asked that the Ministry's guidelines be considered when finalizing the zoning. Councillor Bodner asked that they be provided a schedule which visually identifies the distance between the sensitive land uses and industrial uses. Mr. Acs concurred that this could be done.

Councillor Kalailieff questioned why the lands which had been originally designated as industrial were rezoned to Park and are now being changed back to Industrial. Mr. Acs advised that the direction to rezone had been received from Council. Councillor Bagu questioned whether the City was acting as an agent for Transport Canada. Mr. Acs responded that the Federal level does not have regard for the zoning bylaw at the municipal level.

Before opening the meeting to the public Mr. Acs read the following cautionary statements:

"If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of Port Colborne before a decision on the proposed Zoning By-law Amendment is passed by Council, the person or public body is not entitled to appeal the decision of the City of Port Colborne Council to Local Planning Appeal Tribunal. " and;

"If a person or public body does not make oral submissions at a public meeting, or make written submission to the City of Port Colborne before a decision on the proposed Zoning By-law Amendments is passed by Council, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there is reasonable grounds to do so."

Mr. Acs advised that for any interested members of the public there is a sign-in sheet located at the back of the room, to request future notices regarding this application.

(vi) ORAL PRESENTATIONS AND/OR QUESTIONS BY PUBLIC

At this time Mr. Acs invited any members of the public who wish to speak to the applications to do so.

Larry Rosnuk of 62 Fraser Street addressed Council. Mr. Rosnuk advised that he had submitted a report to Council on the proposed rezoning. He would prefer to see Heavy Industrial changed to Light Industrial. He noted that the Hazard lands along the shoreline cannot be developed anyway and would like to see it left alone and protected as a bird sanctuary. He noted that it is currently the 2nd largest

nesting ground for sea gulls in Ontario. He is in favour of having the lands rezoned for Light Industrial use and noted that operations like Allied Marine are a clean Industrial use. He also asked that the decision be delayed until further input could be provided and would like to hear the comments from the NPCA.

Janet Henderson of 2199 Babion Road addressed Council. She questioned who was responsible for the rezoning proposal. Mayor Steele responded that he was responsible. He explained that the owner of Dwor Metals had requested that it be changed back to Light Industrial. Until recently the property has always been Light Industrial and in reality it can never be used for Parkland. Transport Canada will continue to keep it for marine use only.

Janet Henderson questioned whether Council is aware of the water intake risks by making it Industrial. There was some discussion about comments to be received from the NPCA. Mr. Acs advised that the NPCA is a commenting agency not an approval authority. Ms. Henderson wanted it to be noted on record that there could be possible contamination to the water supply if Heavy Industrial were to be located next to the water intake.

Lori Vanderende of 5489 Sherkston Road addressed Council. Ms. Vanderende recalled locations such as Chippawa, N-O-T-L, and Port Weller who have gone through revitalization and now benefit from having cleaned up their waterways and developing their tourism industry. She is a water advocate and warned about the Walkerton experience. She noted how Cleveland now has a beautiful conservation area. She questioned why it is only Port Colborne that has an Industrial problem. She is opposed to rezoning the land to industrial and is in favour of tourism and conservation efforts.

Keith Barre of 201 Mitchell Street addressed Council and advised that he was just there as an observer.

Art Stead of 5 Maple Street addressed Council. Mr. Stead was Director of Parks and Recreation for 26 years. He is opposed to changing the property back to any kind of Industrial use and would like to keep it as Parks and Open Space. He believes there is always room for improvement and also has concerns about the drinking water and its proximity to the water intake. He is concerned about the dust problem which has existed since 1969. He asked that Council postpone their decision and would like to see proper testing on the drinking water.

Councillor Desmarais asked that the following motion be brought forward at this time.

No. 81 Moved by Councillor A. Desmarais
 Secinded by Councillor G. Bruno

That the application to rezone the property located at 170 Welland Street

be separated from the Transport Canada lands and City-owned lands on Lake Road; and

That the application to rezone the Transport Canada lands and City-owned lands on Lake Road be postponed for 3 to 4 months so that further public and agency comments can be received; and

That the uses of a Medical Marihuana Production Facility and Adult Oriented Entertainment Establishment in the Industrial zones be removed from this application.

Glen Hamilton of 217 Welland Street addressed Council. Mr. Hamilton is opposed to rezoning the Dwor property to Light Industrial. Scott Luey provided some background information on the Dwor property and explained that a decision will not be made this evening. Mr. Hamilton acknowledged Mr. Dwor's situation but still did not want the land rezoned as Industrial. He wants to keep it as Parkland and have it as a buffer between the canal and residential lands. He would like to have the area known as the Nickel Beach community.

Councillor Bruno and Mr. Acs then had a brief discussion on the extent of the Transport Canada lands and Mr. Dwor's property.

(vii) ANNOUNCEMENT RESPECTING WRITTEN NOTICE OF
PASSAGE OF THE ZONING BY-LAW AMENDMENT

Mr. Acs then advised that if anyone wishes "to be notified of the approval of the zoning by-law amendment you must make a written request to the clerk. Only those persons and public bodies that give the clerk a written request for the notice of the adoption and passing of a zoning by-law amendment will be given notice."

(viii) EXPLANATION OF FUTURE MEETINGS

Mr. Acs advised that this concludes the PUBLIC HEARING UNDER THE PLANNING ACT. The proposed Zoning By-law Amendment will be placed on Council's agenda at a future meeting.

No. 82 Moved by Councillor A. Desmarais
 Seconded by Councillor M. Bagu

6. Public Hearing Under the Planning Act:

Application for Zoning By-law Amendment

Planning and Development Department, Planning Division, Report No. 2019-66 Subject: Public Meeting Report for Zoning By-law Amendment, D14-02-19, 45-53 West Side Road

(i) Purpose of Meeting:

Mr. Acs advised that the purpose of this meeting, pursuant to Sections 34 of the Planning Act, is to consider an application initiated by agent John Redekop for owner Terry St Amand for the property legally known as Block A on Plan 69/NP828, in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 45-53 West Side Road.

The application for Zoning By-law Amendment proposes to change the zoning from Commercial Plaza to CP-50, a special provision adding a motor vehicle gas station and a car wash as permitted uses to the property.

(ii) METHOD OF NOTICE

Mr. Acs advised that Notice of the Public Meeting was administered in accordance with Sections 34 of the Planning Act, as amended, and Section 5 of Ontario Regulation 545/06.

The Notice of Public Meeting was circulated to required agencies, and property owners within 120 metres of the property on April 18th, 2019. Public notice signs were posted on the properties by April 23rd, 2019. A public notice was also posted on the City's website on April 18th, 2019.

Staff hosted a public open house on April 30th 2019. No members of the public attended the meeting.

(iii) EXPLANATION OF PROCEDURE TO BE FOLLOWED

Mr. Acs advised that the procedure to be followed this evening will be to present DEPARTMENT OF PLANNING & DEVELOPMENT REPORT 2019-66, hear any comments from the applicant, receive questions of clarification from Council to the applicant or Planning Staff, open the meeting to the public for comments and questions, announce the requirements under the Planning Act for written notice of passage of the proposed zoning by-law amendment, and to provide a brief explanation of future meetings regarding the application.

(iv) PRESENTATION OF APPLICATION FOR ZONING BY-LAW AMENDMENT

At this time, Mr. Acs presented Planning and Development Public Hearing Report 2019-66.

The subject property is located at the south-west corner of West Side Road and Main Street West and is presently occupied by a commercial plaza. Surrounding landuses include commercial, across Main Street West, institutional and park, across West Side Road, and park and residential to the south and southwest.

The City of Port Colborne's Official Plan designates the property as Commercial Plaza. Land uses in the Commercial Plaza designation include retail stores; offices; restaurants; service businesses; movie theatres; and places of amusement or recreation.

The subject property is zoned Commercial Plaza. The Commercial Plaza zone permits Animal Care Establishment; Day Care; Drive-Thru Facility; Existing Motor Vehicle Gas Station; Existing Motor Vehicle Repair Garage; Medical Clinic; Office; Personal Service Business; Place of Worship; Public Use; Recreation Facility; Restaurant, Fast Food; Restaurant, Full-Service; Restaurant, Take-Out; Retail Store; Service Commercial; Studio; Veterinary Clinic; and Uses, structures and buildings accessory thereto.

The applicant is seeking to add a motor vehicle gas station and car wash to the permitted uses on the property. The zone only allows existing motor vehicle gas stations, meaning establishing a new existing motor vehicle gas station requires a zoning by-law amendment.

The application for Zoning By-law Amendment proposes to change the zoning from Commercial Plaza to CP-50, a special provision adding a motor vehicle gas station and a car wash as permitted uses to the property. Special provisions are also being sought to reduce the corner side yard setback, parking requirements and minimum landscape area. These changes are being sought to build a motor vehicle gas station, car wash and two new commercial structures on this property.

The applicant would like to add a motor vehicle gas station, car wash and additional commercial units to the property, which requires the zoning change to add uses, reduce setbacks and parking requirements.

Mr. Acs then provided a summary of the submitted written comments:

Ritesh Malik, 599 Main Street West

- Concerns about lower growth rate in Port Colborne and ability to absorb new commercial uses.
- Concerns about potential competition from new gas station across the street from a gas station currently being built. Expensive construction costs have reduced profitability.
- Competing businesses in close proximity will make further commercial developments at 599 Main Street West difficult.
- Strongly opposed to zoning by-law amendment.

City and Agency CommentsDrainage Superintendent

- No Concern.

-

Regional Municipality of Niagara

- Not opposed.

(v) COMMENTS OF APPLICANT

At this time, Mr. Acs invited the applicant to comment.

Michael Allen of ACK Architects addressed Council. Mr. Allen provided some background information pertaining to the development. The site is currently underutilized and this development will improve and provide additional commercial services to the site. The side yard setback is not extensive and the addition of landscape coverage will improve the look of the property. Port Colborne's current parking requirements are more restrictive than St. Catharines and Niagara Falls. Instead of a large asphalt parking lot the added business and landscaping will be an improvement.

(vi) QUESTIONS OF CLARIFICATION TO PLANNING STAFF/APPLICANT

At this time, Mr. Acs asked if there any questions of clarification for myself.

As there was no further discussion Mr. Acs then read the following cautionary statements into the record:

"If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of Port Colborne before a decision on the proposed Zoning By-law Amendment is passed by Council, the person or public body is not entitled to appeal the decision of the City of Port Colborne Council to Local Planning Appeal Tribunal." And;

"If a person or public body does not make oral submissions at a public meeting, or make written submission to the City of Port Colborne before a decision on the proposed Zoning By-law Amendments is passed by Council, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there is reasonable grounds to do so."

Mr. Acs also advised that for any interested members of the public there is a sign-in sheet located at the back of the room to request future notices regarding this

application.

(vii) ORAL PRESENTATIONS AND/OR QUESTIONS BY PUBLIC

Nil.

(viii) ANNOUNCEMENT RESPECTING WRITTEN NOTICE OF
PASSAGE OF THE ZONING BY-LAW AMENDMENT

Mr. Acs then advised if anyone wishes "to be notified of the approval of the zoning by-law amendment you must make a written request to the clerk. Only those persons and public bodies that give the clerk a written request for the notice of the adoption and passing of a zoning by-law amendment will be given notice."

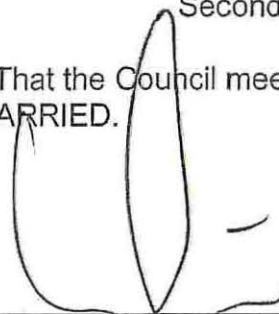
(ix) EXPLANATION OF FUTURE MEETINGS


Mr. Acs advised that this concludes the PUBLIC HEARING UNDER THE PLANNING ACT. The proposed Zoning By-law Amendment will be placed on Council's agenda at a future meeting.

7. Adjournment

No. 83 Moved by Councillor H. Wells
Seconded by Councillor G. Bruno

That the Council meeting be adjourned at approximately 8:10 p.m.
CARRIED.



William C. Steele
Mayor

Amber LaPointe
City Clerk

Minutes prepared by the Department of Planning and Development.

/hm

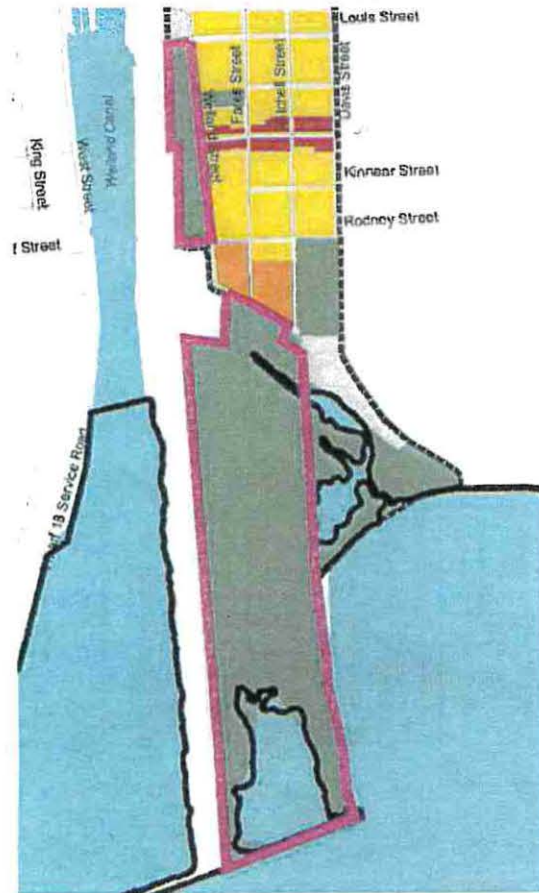
Proposed Official Plan and Zoning
By-law Amendment for
170 Welland Street, City Lands on Lake
Road and Transport Canada Lands on
the East Side of the Welland Canal

File: D09-01-19 & D14-03-19

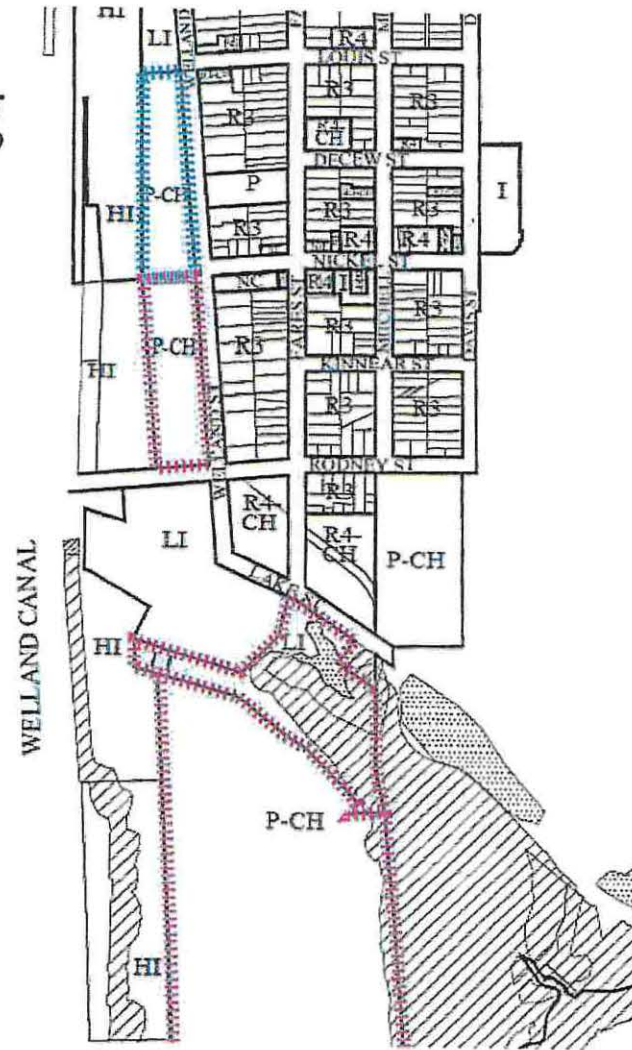
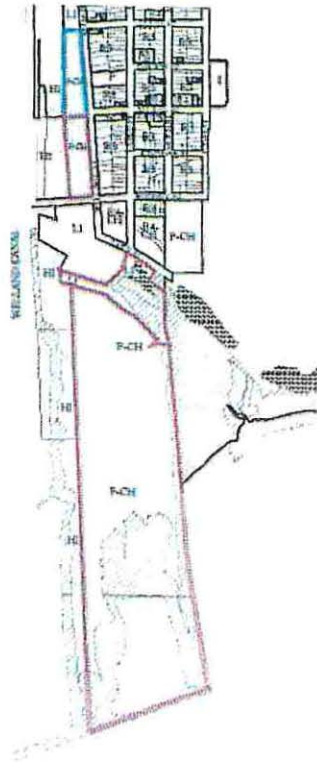
Location & Context



Current Official Plan Designation



Current Zoning



Purpose of Application

- At its January 28th, 2019 meeting Council provided the following direction to staff:

“That Planning and Development staff be directed to bring forward applications under the Planning Act to propose changes in land use for certain properties within the East Waterfront Secondary Plan Area that are federally and privately owned from Parks and Open Space to Industrial/Employment purposes.”

Purpose of Application

- The application for Official Plan Amendment proposes to change the designation of these lands in the East Waterfront Secondary Plan from “Parks and Open Space” to “Industrial Areas”.
- The application for Zoning By-law Amendment proposes to change at the zoning at 170 Welland Street from “P-CH” (Public and Park with Conversion Holding) to “Light Industrial”. The zoning for Transport Canada lands will change from “P-CH” to “Heavy Industrial”. The zoning for the City-owned land on Lake Road will change from “Light Industrial” to “Heavy Industrial”.

Public Comments

- Comments have been received from:
 - Larry Rosnuk, 62 Fraser Street
 - Debbie Gravelle, 177 Welland Street
 - Tina Whitwell, 83 Welland Street
 - Loretta Vanderhoeck, 117 Fares Street
 - Glenn Hamilton, 217 Welland Street
 - Michael Tenszen, 2-576 Fielden Avenue
 - David Henderson, no address given
 - Tracy Pybus, 187 Oakwood Street
 - Tina Gifford, no address given
 - Linda and Harry Talving, no address given
 - Ines Cohrs Mundt, 35 Canal Bank Road
 - H Stengel, 192 Fares Street
 - Leo Talving, no address given
 - Barbie Horton, no address given
 - Irene Sinko, 196 Fares Street
 - Catharine Parry, no address given
 - Mitch Carriere, 173 Welland Street
 - Robert Szabari, 131 Welland Street

City and Agency Comments

- Drainage Superintendent
 - No Concern.
- Regional Municipality of Niagara
 - Requested extension for submitting comments.

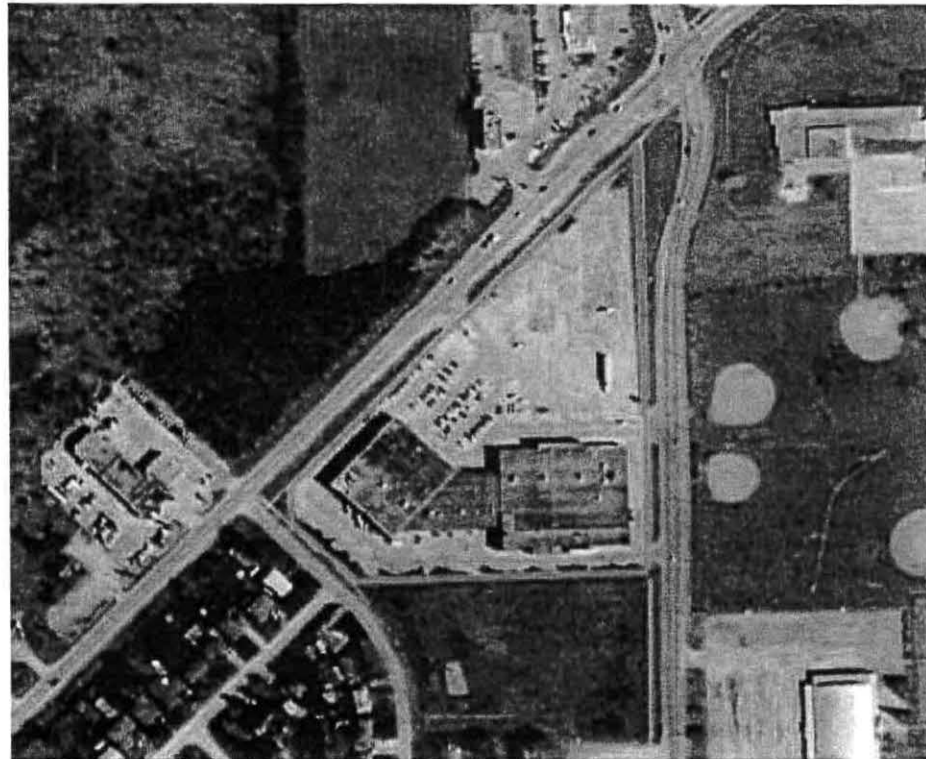
Proposed Zoning By-law Amendment for 45-53 West Side Road

Owner: Terry St Amand

Agent: John Redekop & Michael Allen

File: D14-02-19

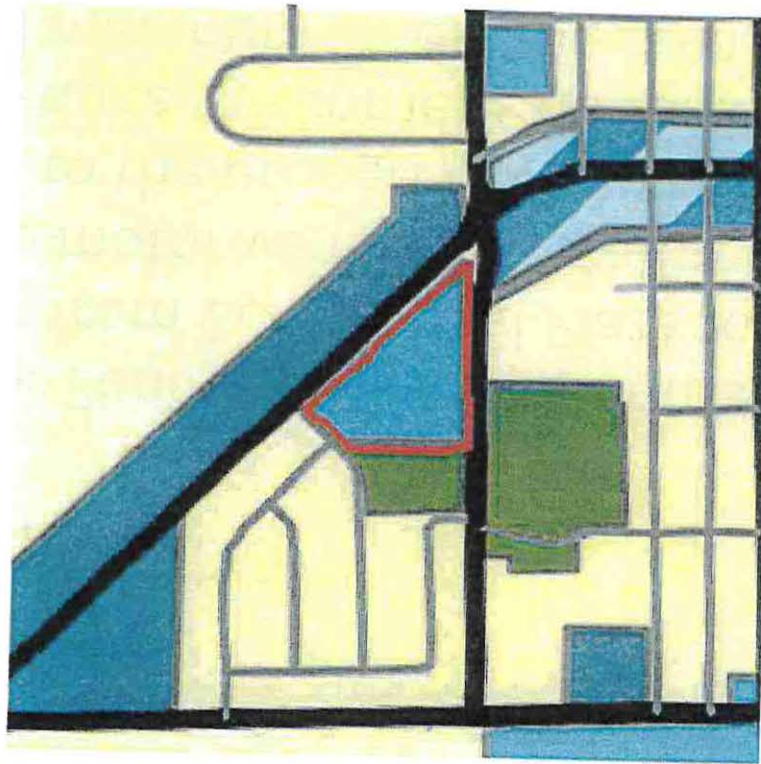
Location & Context



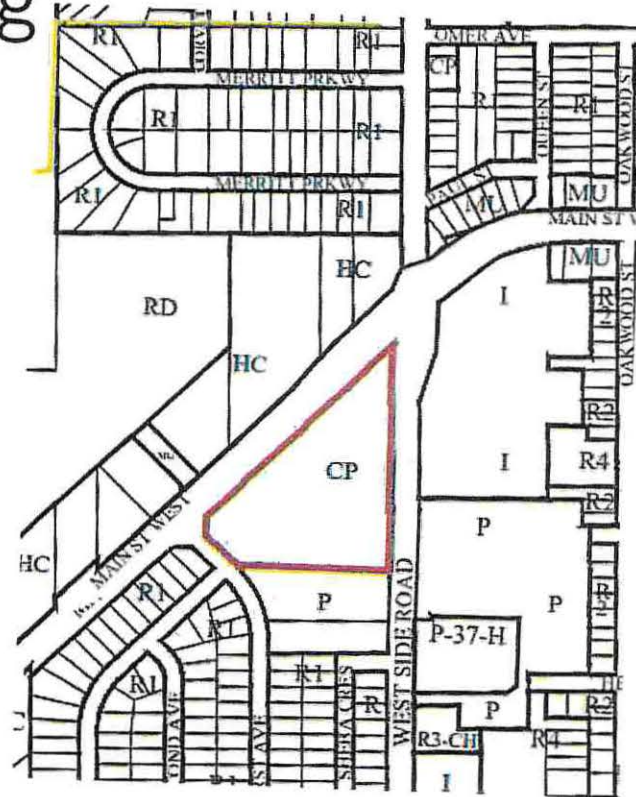
Purpose of Application

- The application for Zoning By-law Amendment proposes to change the zoning from Commercial Plaza to CP-50, a special provision adding a motor vehicle gas station and a car wash as permitted uses to the property. Special provisions are also being sought to reduce the corner side yard setback, parking requirements and minimum landscape area. These changes are being sought to build a motor vehicle gas station, car wash and two new commercial structures on this property.

Current Official Plan Designation



Current Zoning



Public Comments

- Ritesh Malik, 599 Main Street West
 - Concerns about lower growth rate in Port Colborne and ability to absorb new commercial uses.
 - Concerns about potential competition from new gas station across the street from a gas station currently being built. Expensive construction costs have reduced profitability.
 - Competing businesses in close proximity will make further commercial developments at 599 Main Street West difficult.
 - Strongly opposed to zoning by-law amendment.

City and Agency Comments

- Drainage Superintendent
 - No Concern.
- Regional Municipality of Niagara
 - Not opposed.

City of Port Colborne
RECEIVED

MAY 13 2019

CORPORATE SERVICES
DEPARTMENT

Attr: Amber LaPoint,
City Clerk,
66 Charlotte Street,
Port Colborne, ON,
L3K 1E3
May 13 2019

Response to:

The Proposed Official Plan & Zoning By-Law Amendment 170 Welland Street,
City Land on Lake Road
And Transport Canada Lands
Files 009-01-19 & D14-03-19

From: Larry Rosnuk
62 Fraser Street,
Port Colborne,
ON L3k 1E3



Section 224 of the Municipal Act 2001 states:

It is the role of council,

- a) to represent the public and to consider the well-being and interests of the municipality;
- b) to develop and evaluate the policies and programs of the municipality;
- c) to determine which services the municipality provides;
- d) to ensure that administrative practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council;
- d) to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality;
- e) to maintain the financial integrity of the municipality; and
- f) to carry out the duties of council under this or any other Act.

Role of Head of Council

The mayor is head of council and presides as the chair at all meetings of council.

Section 225 of the Municipal Act 2001 states:

It is the role of the head of council,

- a) to act as chief executive officer of the municipality;
- b) to preside over council meetings so that its business can be carried out efficiently and effectively;
- c) to provide leadership to the council;
- d) without limiting to clause (c), to provide information and recommendations to the council with respect to the role of council as described in clauses 224 (d) and (d.1);
- d) to represent the municipality at official functions; and
- e) to carry out the duties of the head of council under this or any other Act.



Port Colborne

East

**Waterfront Community
Improvement Plan and
Draft Secondary Plan** March 2012

[http://portcolborne.ca/fileBin/library/East%20Waterfront%20CIP%20-%20FINAL%20VERSION%20\(high%20res\).pdf](http://portcolborne.ca/fileBin/library/East%20Waterfront%20CIP%20-%20FINAL%20VERSION%20(high%20res).pdf)

Motion by Councillor Beauregard Re:
Rezoning of **Certain** lands within the East
Waterfront Secondary Plan Area to
Industrial/Employment Purposes

That Planning and Development staff be
directed to bring forward applications under
the Planning Act to propose changes in land
use for **certain** properties within the East
Waterfront Secondary Plan Area that are
federally and privately owned from Parks
and Open Space to Industrial/Employment
purposes.

Note: Notice of Motion was given at the
January 14, 2019 Council meeting.

CARRIED
REGULAR MEETING 04-19
JAN 28 2019

certain | 'sɜːtn|

adjective

1 *known for sure; established beyond doubt: it's certain that more changes are in the offing | she looks certain to win an Oscar.*

• *having complete conviction about something; confident: are you absolutely certain about this? | true and certain knowledge of the essence of existence.*

2 [attrib.] *specific but not explicitly named or stated: he raised certain personal problems with me | the exercise was causing him a certain amount of pain.*

• *used when mentioning the name of someone not known to the reader or hearer: a certain General Percy captured the town.*

pronoun (certain of)

some but not all: certain of his works have been edited.

Abuse of process is a cause of action in tort arising from one party making misusing or perversion of regularly issued court **process** (civil or criminal) not justified by the underlying **legal** action. It is a common law intentional tort.

"[A]buse of process (is) the intentional use of legal process for an improper purpose incompatible with the lawful function of the process by one with an ulterior motive in doing so, and with resulting damages."

Section 27: Heavy Industrial Zone (HI)

27.1 General

- a) No person shall use any lot or erect, alter or use any building or structure in any Heavy Industrial (HI) Zone except in accordance with the applicable provisions of Sections 2, 3 and 27.
- b) In addition to Section 27.1 (a), any lot may be subject to additional regulations or restrictions by the City, upper tier government or agencies as indicated in Section 1.3.

27.2 Permitted Uses - Principal

- a) Adult Entertainment Establishment;
- b) Bulk Fuel Depot
- c) Car Wash;
- d) Contractor's Yard;
- e) Crematorium;
- f) Education Facility;
- g) Heavy Equipment Sales and Service;
- h) Industry, Heavy;
- i) Industry, Light;
- j) Medical Marihuana Production Facility;
- k) Motor Vehicle Repair Garage;
- l) Public Uses;
- m) Research Facility;
- n) Transportation Depot; and
- o) Uses, structures and buildings accessory thereto and does not include obnoxious, dangerous or offensive trades

27.3 Permitted Uses – Accessory

- a) Food Vehicle;
- b) Office;
- c) Retail Store;

- d) Restaurant, Fast-Food;
- e) Restaurant, Full-Service; and
- f) Restaurant, Take-Out

27.4 Zone Requirements

- a) Minimum Lot Frontage 30 metres
- b) Minimum Front Yard 7.5 metres
- c) Minimum Front Yard abutting a Residential or Agricultural Zone 15 metres
- d) Minimum Interior Side Yard 10 percent of lot frontage or 3 metres, whichever is less
- e) Minimum Interior Side Yard abutting a Residential or Agricultural Zone 15 metres
- f) Minimum Interior Side Yard abutting a Railroad or Hydro Right-of-Way 1.5 metres
- g) Minimum Rear Yard 8 metres
- h) Maximum Building Height 11 metres
- i) Maximum Building Height abutting a Residential Zone 8 metres
- j) Outside Storage is permitted only in the rear yard and interior side yard.
- k) The gross floor area of the permitted accessory use(s) shall not exceed 15% of the total gross floor area of the principal use(s) on the lot.
- l) Corner walls facing a public road shall not be constructed of concrete blocks unless the blocks are decorative masonry units; or used in a decorative pattern or surfaced with stucco; or with a permanent coloured finish which does not include paint.
- m) In addition to the general parking provisions of Section 3 of this By-law all parking areas in the front yard and/or corner side yard shall be:
 - i) Paved with concrete or asphalt;
 - ii) Defined by poured concrete curbing; and

- iii) Clearly marked with pavement markings for each parking space
- n) Vehicle wash bays other than those located entirely within an enclosed building are not permitted in a yard abutting a Residential use.
- o) Outdoor storage and outdoor processing is subject to the provisions outlined in Section 2.18 and the following:
 - i) Outdoor storage and outdoor processing is not permitted in any yard that abuts a highway or an arterial collector road;
 - ii) No outdoor scrap yard, recycling storage yard or outdoor processing shall be located closer than 150 metres to any Residential use;

27.5 Additional Zone Requirements – Medical Marihuana Production Facility

- a) Minimum Lot Frontage 30 metres
- b) Maximum Lot Coverage
 - i) Lots less than 5 hectares 30 percent
 - ii) Lots 5 hectares to 10 hectares 10 percent
 - iii) Lots greater than 10 hectares 5 percent
- c) Minimum Front Yard 30 metres
- d) Minimum Interior Side Yard 16 metres
- e) Minimum Corner Side Yard 30 metres
- f) Minimum Rear Yard 30 metres
- g) Minimum Separation to Sensitive Land Use 150 metres
- h) Where a lot line of a lot containing a Medical Marihuana Production Facility abuts a sensitive land use, then that part of said lot directly adjoining such lot line shall be used for no purpose other than a planting strip having a minimum width of 1.5 metres, measured perpendicularly to said lot line.
- i) Outside storage of goods, materials or other supplies is not permitted.
- j) Where a building or structure consists of more than 40% glass and where artificial lighting is required an opaque fence shall be provided and

maintained adjacent to every portion of any lot line that abuts a sensitive land use.

- k) 1 parking space shall be provided for every employee on the largest shift.
- l) Servicing for the facility shall be designed by a Qualified Professional, identifying the source of irrigation water, water quantities required and the effects of same on the groundwater table and nearby wells.

Section 26: Light Industrial Zone (LI)

26.1 General

- a) No person shall use any lot or erect, alter or use any building or structure in any Light Industrial (LI) Zone except in accordance with the applicable provisions of Sections 2, 3 and 26.
- b) In addition to Section 26.1 (a), any lot may be subject to additional regulations or restrictions by the City, upper tier government or agencies as indicated in Section 1.3.

26.2 Permitted Uses - Principal

- a) Adult Oriented Entertainment Establishment;
- b) Car wash;
- c) Contractor's Yard;
- d) Crematorium;
- e) Education Facility;
- f) Industry, Light;
- g) Medical Marihuana Production Facility;
- h) Motor Vehicle Repair Garage;
- i) Public Use;
- j) Research Facility;
- k) Transportation Depot; and
- l) Uses, structures and buildings accessory thereto and does not include obnoxious, dangerous or offensive trades

26.3 Permitted Uses – Accessory

- a) Food Vehicle;
- b) Office;
- c) Retail Store;
- d) Restaurant, Fast-Food;
- e) Restaurant, Full-Service; and
- f) Restaurant, Take-Out

26.4 Zone Requirements

- a) Minimum Lot Frontage 30 metres
- b) Minimum Front Yard 7.5 metres
- c) Minimum Front Yard abutting
a Residential or Agricultural Zone 15 metres
- d) Minimum Interior Side Yard 10 percent of lot frontage
or 3 metres, whichever is
less
- e) Minimum Interior Side Yard abutting
a Residential or Agricultural Zone 15 metres
- f) Minimum Interior Side Yard abutting
a Railroad or Hydro Right-of-Way 1.5 metres
- g) Minimum Rear Yard 8 metres
- h) Maximum Building Height 11 metres
- i) Maximum Building Height abutting
a Residential Zone 8 metres
- j) Outside Storage is permitted only in the rear yard and interior side yard to
a maximum of 10 percent of the total gross floor area on the lot.
- k) The gross floor area of the permitted accessory use(s) shall not exceed
30% of the total gross floor area of the principal use(s) on the lot.
- l) Corner walls facing a public road shall not be constructed of concrete
blocks unless the blocks are decorative masonry units; or used in a
decorative pattern or surfaced with stucco; or with a permanent coloured
finish which does not include paint.
- m) In addition to the general parking provisions of Section 3 of this By-law all
parking areas in the front yard and/or corner side yard shall be:
 - i) Paved with concrete or asphalt;
 - ii) Defined by poured concrete curbing; and
 - iii) Clearly marked with pavement markings for each parking space
- n) Vehicle wash bays other than those located entirely within an enclosed
building are not permitted in a yard abutting a Residential use.

- o) Outdoor storage is subject to the provisions outlined in Section 2.18 and the following:
 - i) Outdoor storage is not permitted in any yard that abuts a highway or an arterial collector road;
 - ii) No outdoor scrap yard, recycling storage yard or outdoor processing shall be located closer than 150 metres to any Residential use.

26.5 Additional Zone Requirements – Medical Marihuana Production Facility

- a) Minimum Lot Frontage 30 metres
- b) Maximum Lot Coverage
 - i) Lots less than 5 hectares 30 percent
 - ii) Lots 5 hectares to 10 hectares 10 percent
 - iii) Lots greater than 10 hectares 5 percent
- c) Minimum Front Yard 30 metres
- d) Minimum Interior Side Yard 16 metres
- e) Minimum Corner Side Yard 30 metres
- f) Minimum Rear Yard 30 metres
- g) Minimum Separation to Sensitive Land Use 150 metres
- h) Where a lot line of a lot containing a Medical Marihuana Production Facility abuts a sensitive land use, then that part of said lot directly adjoining such lot line shall be used for no purpose other than a planting strip having a minimum width of 1.5 metres, measured perpendicularly to said lot line.
- i) Outside storage of goods, materials or other supplies is not permitted.
- j) Where a building or structure consists of more than 40% glass and where artificial lighting is required an opaque fence shall be provided and maintained adjacent to every portion of any lot line that abuts a sensitive land use.
- k) 1 parking space shall be provided for every employee on the largest shift.

- I) Servicing for the facility shall be designed by a Qualified Professional, identifying the source of irrigation water, water quantities required and the effects of same on the groundwater table and nearby wells.

Section 32: Public and Park (P)

32.1 General

- a) No person shall use any lot or erect, alter or use any building or structure in any Public and Park (P) Zone except in accordance with the applicable provisions of Sections 2, 3 and 32.
- b) In addition to Section 32.1 (a), any lot may be subject to additional regulations or restrictions by the City, upper tier government or agencies as indicated in Section 1.3.

32.2 Permitted Uses

- a) Cemetery;
- b) Community Garden;
- c) Conservation Use;
- d) Cultural Facility;
- e) Food Vehicle;
- f) Park;
- g) Public Use;
- h) Recreation Use; and
- i) Uses, structures and buildings accessory thereto

32.3 Zone Requirements

- | | |
|-------------------------------|---|
| a) Minimum Lot Frontage | no minimum |
| b) Minimum Lot Area | no minimum |
| c) Minimum Front Yard | 8 metres |
| d) Minimum Lot Depth | no minimum |
| e) Minimum Interior Side Yard | 4.5 metres or half the height of the building, whichever is greater |
| f) Minimum Corner Side Yard | 7.5 metres |
| g) Minimum Rear Yard | 7.5 metres |
| h) Maximum Lot Coverage | 20 percent |

- | | | |
|----|-------------------------------|------------|
| i) | Maximum Height | no maximum |
| j) | Minimum Landscaped Open Space | 30 percent |

Section 35: Hazard Zone (H)

35.1 General

- a) No person shall use any lot or erect, alter or use any building or structure in any Hazard (H) Zone except in accordance with the applicable provisions of Sections 2, 3 and 35.
- b) In addition to Section 35.1 (a), any lot may be subject to additional regulations or restrictions by the City, upper tier government or agencies as indicated in Section 1.3.

35.2 Permitted Uses

- a) Boat House;
- b) Boat Ramp;
- c) Conservation Uses;
- d) Dock;
- e) Existing Agricultural Uses, excluding buildings and structures;
- f) Flood and Erosion Protection Works;
- g) Forestry Uses;
- h) Passive Recreation Use; and
- i) Public Use

35.3 Zone Requirements

- a) Where a Hazard Zone is shown on the Maps in Section 39, it includes hazards associated with the Lake Erie Shoreline, such as flooding, erosion or dynamic beach hazards as per the Niagara Peninsula Conservation Authority's Regulation of Development, Interference with Wetlands and Alteration to Shorelines and Watercourses O. Reg 1-55/05.
- a) Notwithstanding the permitted uses, where a lot is subject to a Hazard Zone, no uses and no buildings or structures or an expansion to an existing building or structure shall be permitted until a permit for development or site alteration is issued by the Niagara Peninsula Conservation Authority.
- b) Minimum Lot Frontage as existing
- c) Minimum Lot Area as existing
- d) Minimum Front Yard 15 metres

- | | | |
|----|-------------------|--|
| e) | Minimum Side Yard | 7 metres |
| f) | Minimum Rear Yard | 7 metres except the minimum rear yard shall be 30 metres from the 1 in 100 year flood line as determined by the Niagara Peninsula Conservation Authority |
-

35.4 Additional Zone Requirements – Boat House, Boat Ramp, Dock

- | | | |
|----|-------------------|------------|
| a) | Minimum Rear Yard | No minimum |
|----|-------------------|------------|



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The Great Lakes—Michigan, Superior, Huron, Erie, and Ontario—form the largest-surface freshwater system in the world, together holding nearly one-fifth of the Earth's surface freshwater. The Great Lakes have over 10,000 miles (16,000 kilometers) of shoreline and serve as a drain for more than 200,000 square miles of land, ranging from forested areas to agricultural lands, cities, and suburbs.

The Great Lakes watershed includes some of North America's more fascinating wildlife, such as the [gray wolf](#), [Canada lynx](#), [moose](#), and [bald eagle](#). The lakes

themselves are home to numerous fish, including lake whitefish, walleye, muskellunge, and trout. Millions of migratory birds pass through the region during their spring and fall migrations.

Climate change has the potential to profoundly influence water supply and its quality for the Great Lakes from the surrounding watershed. To maintain healthy lakes it will be important to monitor and manage impacts in the watershed, such as storm surge inputs and erosion. The altering of hydrological cycles by global warming may even require that stormwater and wastewater treatment infrastructures are redesigned or upgraded.

The Great Lakes Regional Collaboration process recommended major restoration of the Great Lakes at a cost of about \$20 billion over five years. If implemented, this could result in \$80-\$100 billion in short and long-term economic benefits to the regional and national economies and is a worthy cause. However, to be effective, these assessments and the restoration efforts must take into account climate change.

Great Lakes Regional Center

Since 1982, the National Wildlife Federation's [Great Lakes Regional Center](#) has been a leader in protecting the Great Lakes for the wildlife and humans that depend on this invaluable resource. The Great Lakes Regional Center does [important work](#) to protect and improve the area in many ways, with focuses on:

- [restoring the Great Lakes](#)
- stopping invasive species
- safeguarding the Great Lakes from the effects of climate change
- [reducing the pollution causing climate change](#)
- defending the Great Lakes from oil pipeline spills
- saving Lake Superior from sulfide mining
- sustaining healthy lake levels and flows of water
- [guarding water quality](#)
- improving the environments where people live
- [connecting kids with nature](#)
- revitalizing the Huron River Corridor in Southeast Michigan

Port Colborne (breakwater and mainland) (ON019)

Port Colborne, Ontario

Latitude 42.871°N

Longitude 79.256°W

Altitude 175m

Area 2.00km²

Site Description

Port Colborne is located on the northern shore of Lake Erie at the eastern end of the Lake. The site is comprised of colonies at two locations: on a breakwater, which is located 1 km offshore, to the southwest of the mouth of the Welland Canal; and on a landfill at the southernmost tip of the Algoma Property on the immediate east side of the mouth of the Welland canal.

Construction of the breakwater started in 1901 in association with the operation of the third Welland Canal (part of the St. Lawrence Seaway System). In 1903, a lighthouse was built at the east end of the structure, and a helipad was constructed close by in 1987. The breakwater is about 700 m long east-west, with a south arm about 400 m long. A pile of loosely scattered limestone boulders and gravel occurs at the intersection of the two arms. The mainland site is a human-created landfill stretching along the east side of the Welland Canal. It has a rock base, and a thin layer of organic material that supports grass and other herbaceous plants.

Birds

Large numbers of Common Terns and Ring-billed Gulls nest at these two colonies. The Common Terns are restricted to the Breakwater site, while the Ring-billed Gulls nest at both locations. A peak of 1,311 pairs of Common Terns was recorded at the breakwater site in 1987; however, a major storm on 5 December 1987 washed all of the nesting material into the lake, leaving behind bare concrete slabs. Rock and gravel material was hand-shoveled from the rock pile and redistributed along the east arm in subsequent years. The numbers of nesting terns dropped slightly after this event, with the long term average (over 14 years) being about 1,000 pairs (over 2% of the estimated North American breeding population).

The Ring-billed Gulls nest primarily on the mainland site. In 1990, 43,590 pairs were estimated there, along with 2,500 pairs on the breakwater. This may represent as much as 5% of the estimated North American breeding population.

20/37

In addition to Ring-billed Gulls and Common Terns, about 175 pairs of Herring Gulls nest at the colonies, and in 1997 a pair of Great Black-backed Gulls nested there for the first time.

Conservation Issues

The Common Tern and Ring-billed Gull colonies at Port Colborne are the subject of a long term study being undertaken by researchers from Brock University in St. Catharines. The main threats to the colonies are human disturbance and substrate alteration. In addition, the Common Terns are especially susceptible to pressure from the Ring-billed Gulls; in particular the occupation of suitable nesting habitat, as well as egg and chick predation. Despite intense management, the Ring-billed Gulls appear to be gaining control of the Common Tern nesting areas. The number of nesting tern pairs was below 600 (21 May 1998) for the first time since the late 1970s. Management of the breakwater colony is being supervised by researchers from Brock University.

21/37

Ontario Field Ornithologists

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BIRD PROTECTION LAWS

• [ARTICLES](#)

By Ron Pittaway

This article first appeared in *OFO NEWS* 12: 3, October 1994 and was updated in July, 2001. Posted 8 September 2006 to Ontbirds and BirdChat. Revised 14 September 2006.

Which laws protect birds? What is prohibited? Who enforces bird laws? What are the penalties? In Canada, jurisdiction over birds is divided between the federal and provincial governments. Here is a summary of the federal and provincial laws that protect and regulate the use of birds in Ontario.

Please contact Ron if you have further questions. Ron Pittaway, 9 Lichen Place, Toronto ON M3A 1X3, or [send an email](#).

MIGRATORY BIRDS CONVENTION ACT

(FEDERAL) TOP

This is the most important law protecting birds in Canada. Most birds in Ontario are protected by this Act. The *Migratory Birds Convention Act (MBCA)* was completely updated for the first time in June 1994. The new Act strengthens the enforcement provisions and significantly increases the penalties. The original *MBCA* was passed in 1917 to meet the terms of an agreement signed with the United States to protect birds such as waterfowl and shorebirds, which were being subjected to uncontrolled hunting. Also included were "good" birds such as most songbirds, considered beneficial to humans because they eat insects and weed seeds. However, birds deemed at that time to be vermin or harmful to humans such as hawks, owls, crows and cormorants were left under provincial jurisdiction.

The name "Migratory" is somewhat misleading because some migratory birds like the Merlin are *not* protected by the *MBCA* while some non-migratory species like the Downy Woodpecker are! The birds covered by the *MBCA* in Ontario are: loons, grebes, shearwaters, fulmars, storm-petrels, gannets, anhingas, herons, bitterns, ibises, storks, swans, geese, ducks, rails, gallinules, coots, cranes, shorebirds, jaegers, gulls, terns, skimmers, alcids, pigeons, doves (except Rock Dove), cuckoos, goatsuckers, swifts, hummingbirds, woodpeckers, tyrant flycatchers, larks, swallows, titmice, chickadees, nuthatches, creepers, wrens, kinglets, gnatcatchers, thrushes, mockingbirds, thrashers, catbirds, pipits, silky-flycatchers, shrikes, vireos, wood warblers, tanagers, cardinals, sparrows, buntings, meadowlarks, bobolinks, orioles and finches. The *MBCA* generally does not protect introduced species such as the European Starling and House Sparrow. See the *Fish and Wildlife Conservation Act (Ontario)* for birds regulated by the province.

Except under the authority of a permit, the *MBCA* prohibits the hunting, collecting, trapping, mist-netting and banding of birds, the collecting of eggs and nests, the possession of birds found dead, and the keeping of captive birds. Permits to possess or collect migratory birds are issued by the Canadian Wildlife Service (CWS) but these permits are virtually impossible for an individual to obtain. However, permits are issued to agencies that work with birds such as the Ministry of Natural Resources (MNR), Canadian Museum of Nature, Royal Ontario Museum and universities. Hunters may possess or have their migratory gamebirds mounted by a taxidermist under the authority of their Migratory Bird Hunting Permit. Taxidermists must have a permit from the CWS for migratory birds. Permission for the collection or possession of provincially regulated birds for educational and scientific purposes comes from the MNR. The MNR also issues possession permits for provincial birds that died of natural causes or were killed accidentally. The *MBCA* regulates the hunting of ducks, geese, rails, American Coot, Common Moorhen, American Woodcock and Common Snipe in Ontario. Regulations governing open seasons and possession limits of migratory gamebirds are set each year. There is no hunting season for Harlequin Duck in Ontario. The decision to close the season was based on recommendations by the MNR and CWS because of its low numbers.

Enforcement of the *MBCA* in Ontario is handled jointly by the CWS, MNR and RCMP. The maximum penalties are: (1) for a corporation a \$250,000 fine and (2) for an individual a \$100,000 fine or imprisonment for five years or both.

An excellent publication entitled "Birds Protected in Canada Under the *Migratory Birds Convention Act*" is available free. Write to: Publications, Canadian Wildlife Service, Ottawa ON K1A 0H3 or phone (819) 997-1095.

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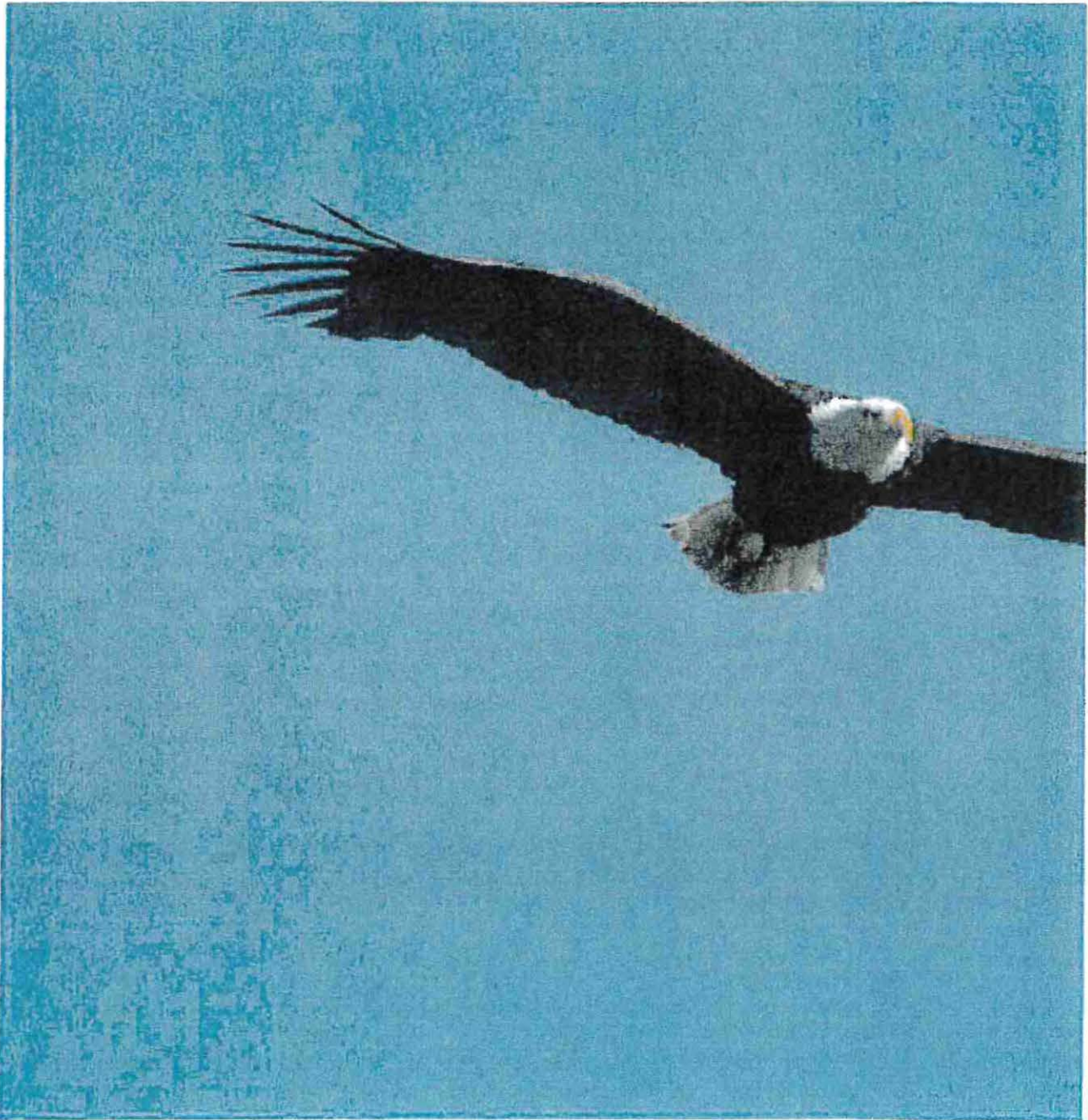
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Ontario's *Endangered Species Act (ESA)* currently protects 11 species of birds and their habitats in Ontario: American White Pelican, Bald Eagle, Golden Eagle, Peregrine Falcon, King Rail, Piping Plover, Eskimo Curlew, Loggerhead Shrike, Kirtland's Warbler, Prothonotary Warbler and Henslow's Sparrow. Under the *ESA*, it is prohibited to wilfully kill, injure or interfere with an endangered species, or to interfere with or destroy the habitat of an endangered species. Note that the habitat of an endangered species is also protected! The key word in this Act is "wilfully". Therefore to obtain a conviction, the Crown must prove that the defendant acted intentionally. Conservation Officers with the MNR are chiefly responsible for enforcement. A person convicted under the *ESA* "is liable to a fine of not more than \$50,000 or to imprisonment for a term of not more than two years, or to both". There is *no* federal *Endangered Species Act* in Canada, but one is under consideration.

In addition, the national Committee on the Status of Endangered Wildlife in Canada (Cosewic) lists Northern Bobwhite, Barn Owl, and Acadian Flycatcher as endangered in Ontario but this gives them no extra protection.



Bald Eagle

Photo: Jeremy Ritchie

FISH AND WILDLIFE CONSERVATION ACT (ONTARIO) [TOP](#)

[This Ontario law](#) generally applies only to those birds not covered by the federal MBCA. Birds protected by the *Fish and Wildlife Conservation Act (FWCA)* are: pelicans, cormorants, vultures, ospreys, kites, eagles, hawks, caracaras, falcons, partridges, pheasants, grouse, ptarmigan, turkey, quail, owls, kingfishers, jays, nutcrackers, magpies and ravens. The FWCA does not protect the following six birds or their nests and eggs in most of Ontario: American Crow, Brown-headed Cowbird, Common Grackle, Red-winged Blackbird, European Starling, and House Sparrow. However, the Act does protect these six birds in provincial parks and provincial crown game preserves. Rock Doves are also not protected because they are introduced domesticated

birds gone feral. However, one must have a hunting licence to hunt even unprotected birds. In addition, the *FWCA* regulates the seasons and limits of gallinaceous birds; that is, partridge, pheasant, grouse, ptarmigan, turkey and quail, which may be hunted with a provincial hunting licence. Interestingly, the *FWCA* allows the killing of birds, except birds protected by the *MBCA* and the *ESA*, in defence of property. For example, farmers do not need a permit to kill a hawk attacking their chickens.

The *FWCA* prohibits the hunting, trapping and collecting of birds without the proper licence or scientific permit. Importantly, the use of poison to kill birds is strictly prohibited. Furthermore, the Act prohibits the taking or possession of eggs and nests of those species protected by the Act without a permit.

You may possess birds (but *not* birds protected by the *MBCA*) found dead that were killed by natural or accidental causes. In general, dead birds in your possession must be reported to the MNR within five working days, except birds of prey, which must be taken to the MNR for inspection within two working days. For example, if you find a dead owl hit by a car, the MNR may issue you a permit to keep the bird or to have it mounted by a taxidermist, provided an inspection shows the bird died accidentally or of natural causes. However, hunters may have their gallinaceous gamebirds mounted under the authority of their provincial hunting licence.

Enforcement of the *FWCA* is done mainly by Conservation Officers employed by the MNR. The general penalty is a fine of not more than \$25,000, to imprisonment for a term of not more than one year, or both.

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Is Hamilton set to become king of the Great Lakes superhighway?

More than \$3 billion dollars in cargo was handled by the port authority in 2018

NEWS May 07, 2019 by Kathy Renwald Special to The Hamilton Spectator

Great Lakes bulk carrier freighter Ojibway sails into Hamilton Harbour through the Burlington Ship Canal in August of 2018. - Gary Yokoyama, The Hamilton Spectator

Is Hamilton about to become the kingpin in a new Great Lakes superhighway, a highway that would move cargo across the great lakes on tankers and freighters?

The epicentre of the marine transportation network would be right at the foot of James Street North in the Hamilton Port Authority building.

In February, the Federal Government announced their intent to amalgamate the Hamilton Port Authority with the Oshawa Port Authority.

That change is coming in weeks according to port authority president and CEO Ian Hamilton.

"The Hamilton Port Authority will be dissolved, the Oshawa Port Authority will be dissolved, and a new combined port authority will be created."

While that announcement caught many politicians by surprise, it was clear at the Hamilton Port Authority's annual general meeting May 3, that the HPA was pushing the federal government for this amalgamation.

"They knew what our vision was, and we advocated for this regional port model," Hamilton says.

But expansion plans could move beyond the port in Oshawa. Hamilton's port is the biggest on Lake Ontario, and the busiest on the Great Lakes, but HPA has just 50 acres of developable land, according to Hamilton.

So the HPA is also looking at bringing facilities along the Welland Canal into the regional network, and hinted at opportunity in Toronto's port.

More than \$3 billion dollars in cargo was handled by the HPA in 2018, the best year in over a decade Hamilton reported at the AGM. Much of the growth comes from the handling of agricultural products as the port continues to diversify its business from heavy reliance on steelmaking.

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While the port of Oshawa handles similar cargo, it recently lost \$4 million dollars in an arbitration award over a failed ethanol project.

Unconcerned about taking on Oshawa's debt, Hamilton says the amalgamation aligns with the HPA vision to build a Great Lakes transportation network, since "the province has no marine strategy."

It's clear the idea resonates at the federal level. Last month a federal committee looking at establishing a Canadian transportation and logistics strategy recommended increased use of the St. Lawrence Seaway, and Welland Canal as a way of moving more goods and reducing trucks on the QEW. The committee report suggested underused federal lands along the Welland Canal could be used for cargo handling as the "Port of Hamilton is at maximum capacity."

While the amalgamation of the Hamilton and Oshawa ports appears to be the beginning of a new marine network, both cities at the municipal level are jockeying for top billing. The City of Hamilton plans to ask the Minister of Transport that the new entity be called the Hamilton-Oshawa Port Authority, while Oshawa is making the same request in reverse order.

"It's up to the federal government to come up with the name," Hamilton says.

It may not be long before the big letters come off the Hamilton Port Authority building just like they did when the name was

changed from the Hamilton Harbour Commissioners. It will be another chapter of Hamilton history that began in 1912, assigned to the scrapbooks.

It's not a change that will bother most people Ian Hamilton believes.

"I don't think so, I think people are more concerned that we fulfill our mandate."

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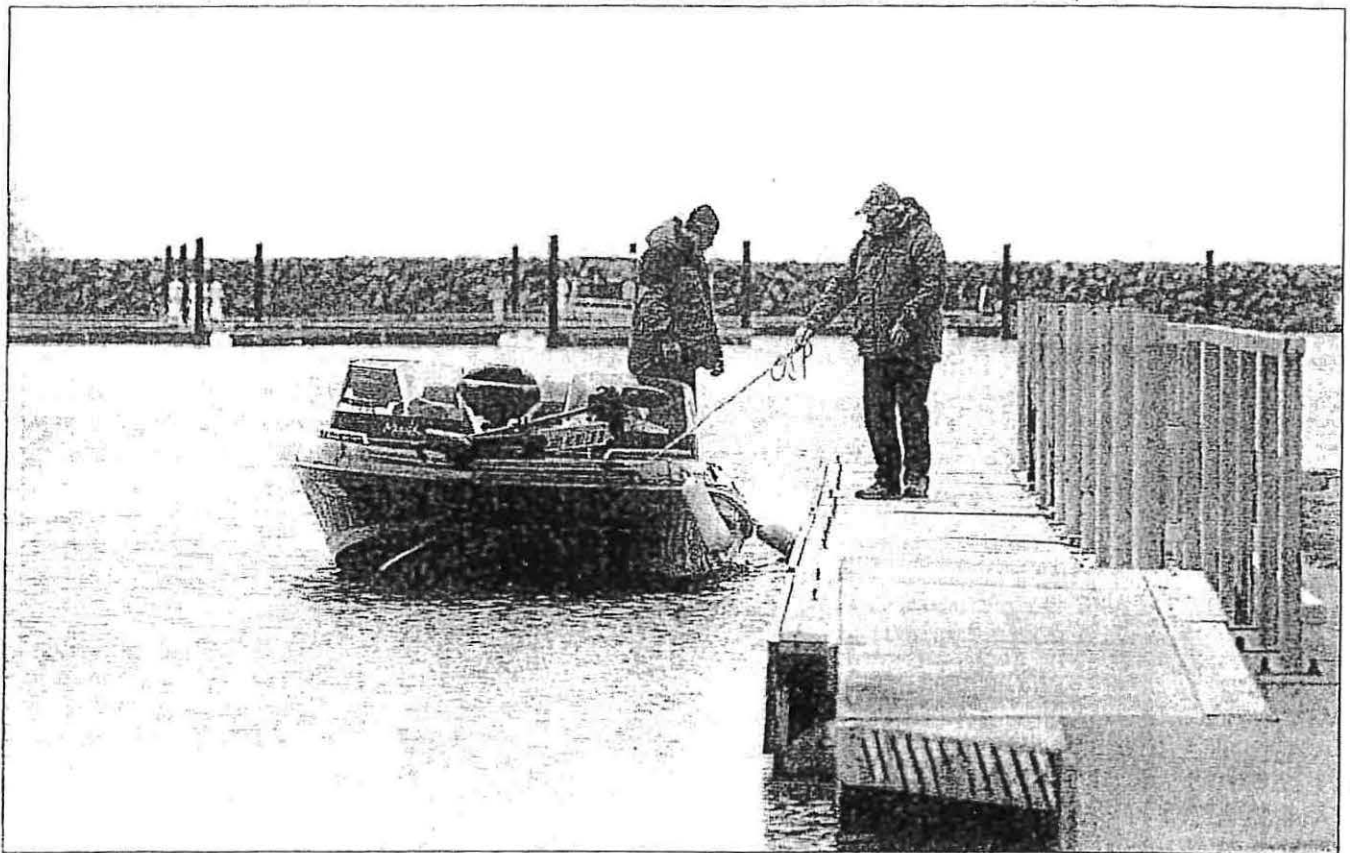
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2019

MONDAY, MAY 6, 2019

WELLAND TRIBUNE



Angler to the c the bo: at Port Colbor Knoll L Park S High w levels ahead pushir west l ramp the pa beside puttir ramp water

32/37

DAVE JOHNSON THE WELLAND TRIBUNE

Lake Erie reaching record levels

Brock professor suggests people take a good look at shoreline development

DAVE JOHNSON
The Welland Tribune

Municipalities need to start rethinking how they plan devel-

comes.

This year, she's keeping an eye on Lake Erie. She says it has hit levels not seen since records were set in 1985.

Data from the federal Canadi-

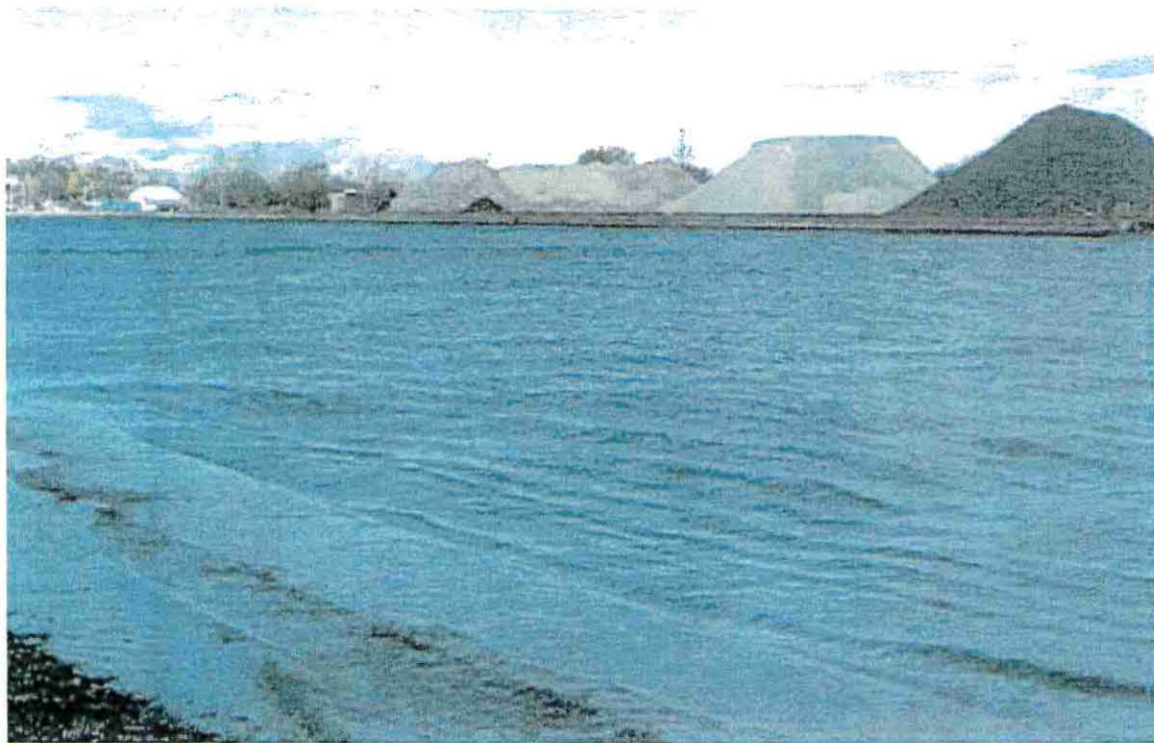
Commission, controls the out-flow from the dam and was releasing water at a rate of 6,300 cubic metres per second on Saturday. It released 10,400 cubic metres per second for a two-month period in 2017 during the record high water levels.

Vasseur says there needs to be a balance between how much is

away from the shoreli reason for that, she sa people were always w about the possibility c and associated surges

But that changed ov and people in the Mar along the lake move closer to the water's e they may now have to

242



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243

CONCERNS ABOUT PROPER NOTIFICATION

At the recent Port Colborne Strategic Planning Session concerns were raised about The Cities ability to properly inform the public about what the CITY IS DOING AND ABOUT WHAT THE CITY HAS TO OFFER.

I am sure that Planning did its due diligence with respect to notification but I ask was it adequate in this matter considering the methods used?

When I was handing out flyers trying to notify the residents about this matter I found out that in the area between West Street and King Street only one person had heard something about this matter but did not know anything about the issue and ALL the OTHERS many Business owners knew NOTHING AT ALL about this matter. There was even a member of the BIA who lives in the area who had heard NOTHING!

The Leader is NOT DELIVERED in the downtown core!
How many people get the Welland Tribune? How many other agencies were sent a notice?

For example as stated in the Section 35 Hazard Zone (h) in the planning documents " The Niagara Peninsula Conservation Authority Which regulates Lake Erie Shoreline and Interference with Wetlands and Alteration to Shorelines and Watercourses. Was this agency asked for comments ?

And what about COMMENTS FROM THE REPRESENTATIVES FOR

Fish and Wildlife Conservation Act, 1997, S.O. 1997, c. 41 - Ontario.ca

Navigation Protection Act - Transport Canada

Ontario Water Resources Act, R.S.O. 1990, c. O.40 - Ontario.ca

And how many others involved with this issue.

Why are we the APPLICANT and not the Department of Transport?
Why are we doing the DIRTY WORK of the Federal Government?

34/37

WATER, WATER, WATER

THIS WAS THE RALLYING CALL OF THE FIRST DAY ON THE RECENT STRATEGIC PLANNING SESSION AND THIS WAS RECOGNIZED AS THE GREATEST ATTRIBUTE OF THE CITY OF PORT COLBORNE.

If the south end of this area was open to the public and made into a GULL SCANTUARY we would be adding to what has been decided to be our greatest asset.

We have seen recently the high water in the Great lakes reaching Record Levels and the damage that this can cause as you all well are aware of the repairs that were needed to the boat launch area.

The picture that is included, that a friend took, during a high wind event on

Tuesday, November 06, 2018.

This is a picture of the Welland Canal OVERFLOWING the West Wall around the area of the viewing platform at the south end of the Promenade.

I am certain with these new norms that the Hazard Lands in the concerned area would be GREATLY INCREASED and these lands are necessary for the e “ Ebb and Flow “ of the Lake to prevent erosion and flooding.

It is my FEAR that if the south end of this area is zoned Heavy Industry the large pile of material that is I would guess over 30 feet high that this material will be pushed into the lagoon in order to create more space.

Our DRINKING WATER SOURCE is downstream from this area and when the locks are closed ALL THE WATER flows down the Weir and passes in front of our water intake. The difference between Heavy Industry and Light Industry makes a great difference here.

The chance of a major contamination spill greatly increases with Heavy Industry

Do you remember the last time that we had a spill in the canal?
Do you want the City to go through this again?

Liability

This of course is one of my greatest concerns.

Why are we doing THHE DIRTY WORK of the Federal Government?

Why is The City of Port Colborne the Allpicant?

Any property owner can come forward and make an application to change their zoning, all owners in this area were giver proper notification at the time when this area was changed to Parks and Open Space and HI-holding.

If they had any concern that was the time to make their voices heard.

What's the expression " USE IT OR LOSE IT " ?

As the APPLICANT, I wonder if as the enabler to this change if we will not be held liable for future damages due to pollution, flooding, erosion and degradation of quality of life.

The example that comes to mind: if I throw a party and I supply the alcohol and one of my guests drinks too much and gets into an accident and causes bodily harm not only is **he held responsible but so am I.**

I certainly believe that this is part of the so-called Great Lakes Superhighway / Marine Transportation Corridor, presently being pushed by the Federal Government, we are being Federally motivated with POLITICAL INTERFERENCE!
Why are they not the APPLICANT?
And are we going to be holding the bag?

JOBS, JOBS, JOBS

Part of the original motion mentioned Employment purposes, and what community does not want employment In fact it is the rallying cry of all politicians " **I will create more jobs** " But the real question is what kind of jobs? The main driver of the economy is HOUSING and CONSUMERISM and the main driver of employment is small business.

A prime example of this in Port Colborne is Allied Marine on the east side.

A LIGHT INDUSTRY.

They own their property and they provide very good high skilled employment, they take pride in their work and property. There is NO junk outside and their work space is clean, modern and they have the latest in technology for their industry.

This is what we want in Port Colborne !

We should hold up a banner " **PORT COLBORNE OPEN FOR MARINE LIGHT INDUSTRY** "

We should NOT expand heavy industry and we should Not encourage more. Port Colborne deserves better! The heavy industry that we now have is creating enough problems and they seem not to be able control the nuisance that they now cause.

TAXES

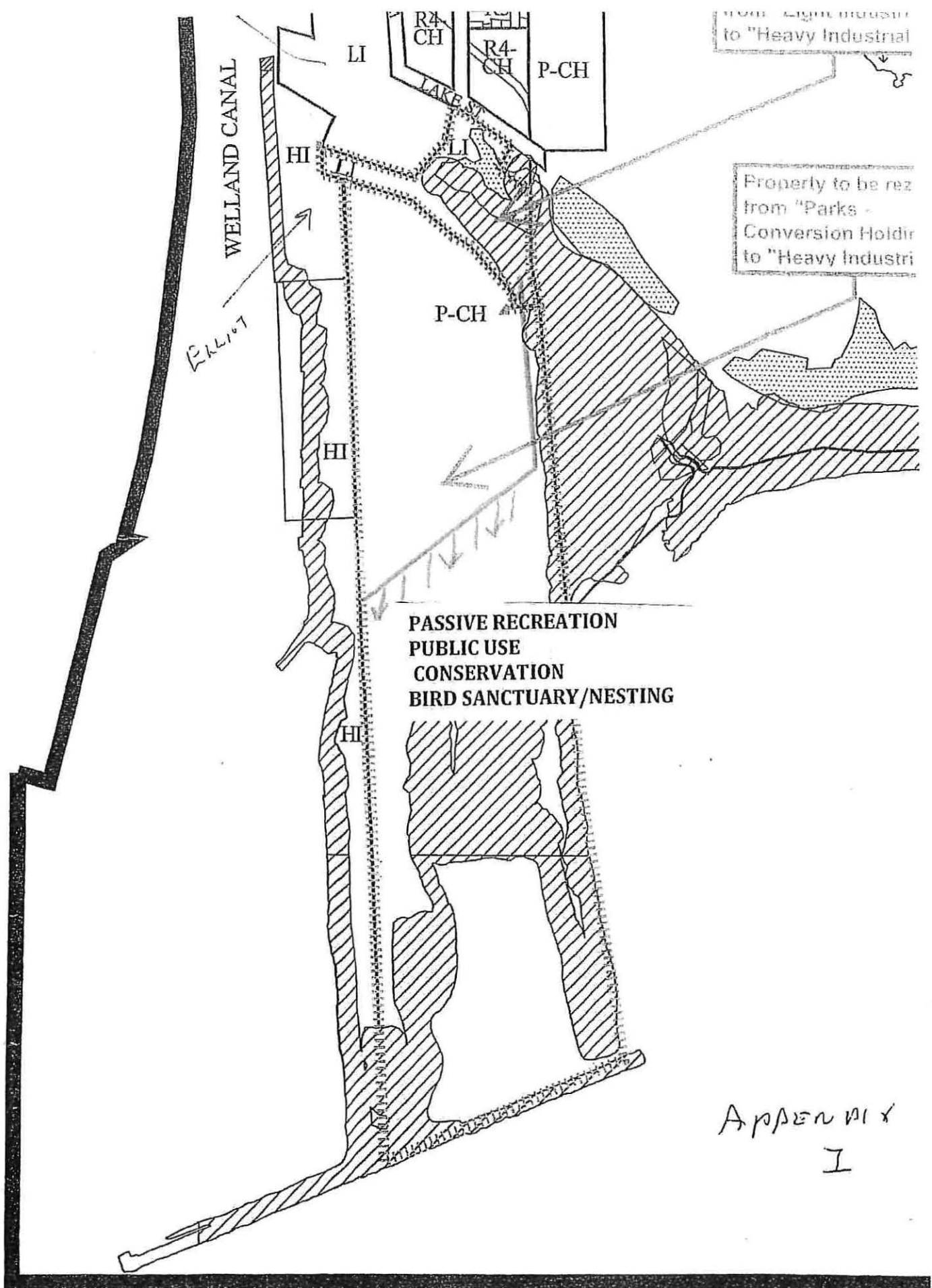
If one examines the tax rolls you will find that Heavy Industry pays very little in taxes, as they can essentially operate on vacant industrial land and run a business out of a trailer with a few " Johnny-on-the-spots "

For all the disturbance they make in the community they are not good corporate entities and contribute little to the community and the jobs that they create are not the best and endanger their workers and the environment around them.

They have a **LARGE AND HEAVY CARBON FOOTPRINT.**

Where as Light Industry/manufacturing has a physical presence in plant and buildings that contribute greatly to the tax base and they tend to provide better paying and more skilled jobs in a cleaner and healthier work environment.

37/37



Appendix
I

Report Number: 2019-120

Date: July 22, 2019

Subject: Information Report on Fees for the Engineering and Operations Department

1) PURPOSE:

This report was prepared by Chris Lee, Director of Engineering and Operations, under the direction of Scott Luey, Chief Administrative Officer

The intent of the report is to explain how the departmental fees have been established to date and to present to Council staff's recommendations on how to move forward in addressing the questions that arise annually around rates and fees charged by the municipality.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

As a bit of history, the Engineering and Operations Department provides a number of services to the general public and contractors within the municipality. It has always been on a recharge basis for services rendered. These services are normally provided during regular working hours, however during any emergency conditions which may require attention after normal working hours, these circumstances dictate rates and fees adjusted to reflect overtime pay.

In past years, the Schedule of Rates and Fees is updated effective January 1st, with the use of the CANADATA Construction Cost Index for Ontario. The index reflects the yearly variations in the cost of wages, materials and equipment in the construction industry. The annual estimated cost index for 2019 increased by 2.7% over those costs in 2018. Staff previously recommended that the new 2019 Rates and Fees, as shown on the Schedule attached be increased to reflect this price adjustment of 2.7%.

3) STAFF COMMENTS AND DISCUSSIONS

Historically, the annual rates and fee increases proposed by staff have been nothing more than the annual inflationary costs as estimated by the CANADATA index, with that increase then being applied to the previous year's rate. The original fees (base-line rates and fees) that those annual increases have been applied to are dated from fees established in the 1990s.

It is staff's intention going forward to update the annual rates and fees through the use of "actual costs data". This has not been done since the original rates and fees were established in the 1990s. The intent is to track actual costs for labour, equipment and materials required to undertake/complete a task or provide a service and then establish an average cost to undertake/complete those individual tasks or services. Staff would then come back to Council on an annual basis with a proposed fee structure that would reflect actual costs associated to each and every task or service activity.

Staff understands that there is a time element to achieving this cost analysis and then adjusting rates accordingly, but the benefits in the long run would be multiple. Those new rates would reflect actual costs incurred by the municipality in all aspects and better reflect the reasoning as to why rates and fees are what they are and how they have been established.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

The method of annually adjusting rates could remain as is, with simply undertaking an annual adjustment in the previous years' Fees to reflect the CANADATA inflationary index.

b) Other Options

The other option, which is staff's preferred course of action, is to collect and analyze actual expenditures for labour, material and equipment over the next year. Then, prior to recommending rates and fees in the following year, establish the new rates and fees for that following year, based on actual expenditures realized during the performing/undertaking of those tasks or services, all as realized within that preceding year.

This would then allow Council to establish new annual rates and fees that are a true reflection of actual costs incurred by municipal staff in undertaking those tasks or providing those services.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Proposed Rates and Fees for Engineering and Operations Services

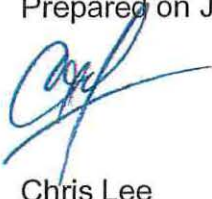
7) RECOMMENDATION

That the Fees Schedule for 2019 be established as the 2018 rates and fees plus an adjustment for inflation, based on the CANADATA index for 2019, (2.7% increase).

That Engineering and Operations staff be directed to track in 2019-2020, all actual costs, for labour, materials and equipment required in performing a task or supplying a service and then use that data to annually adjust the rates and fees schedules on an annual basis.

8) SIGNATURES

Prepared on July 12, 2019 by:



Chris Lee
Director of Engineering and Operations

Reviewed by:



Brenda Garrett
Director of Corporate Services

Reviewed and respectfully submitted by:



C. Scott Luey
Chief Administrative Officer

**2019 Fees for Services
by Engineering and Operations Department**

| Engineering and Operations Division | 2017 Fee | 2017 Minimum Charge | 2018 Fee | 2018 Minimum Charge | 2019 Fee | 2019 Minimum Charge |
|---|--------------------------------|---------------------------|--------------------------------|---------------------------|--------------------------------|---------------------------|
| Municipal Consent Permit Fee – (includes permit preparation and inspection) | \$179.00 | | \$183.00 | | \$188.00 | |
| Water turn off or turn on: - Regular hours - After hours | \$58.00 each \$412.00 each | \$412.00 each** | \$59.00 each \$420.00 each | \$420.00 each** | \$60.00 each \$430.00 each | \$430.00 each** |
| Unscheduled water meter reading | \$30.00 each | | \$31.00 each | | \$32.00 each | |
| Water meter testing | Actual cost | | Actual cost | | Actual cost | |
| Private hydrant maintenance | Actual cost | | Actual cost | | Actual cost | |
| Sewer rodding: - Regular hours - After hours | \$137.00 each \$721.00 each | \$526.00 each** | \$139.00 each \$735.00 each | \$536.00 each** | \$139.00 each \$735.00 each | \$536.00 each** |
| Driveway culverts: - Up to 450 mm - Over 450 mm | \$363.00/m Actual cost | | \$450.00/m Actual cost | | \$450.00/m Actual cost | |
| Driveway installation | \$252.00/m | | \$50.00/m | | \$51.00/m. sq. | \$102.00 |
| Curb cuts | \$101.00/m | \$327.00 | \$135.00/m | \$330.00 | \$138.00/m | \$338.00 |
| Curb Installation | \$101.00/m | \$327.00 | \$180.00/m | \$330.00 | \$185.00/m | \$370.00 |
| Sidewalk repairs | \$109.00/m. sq. | | \$147.00/m. sq. | | \$151.00/m. sq. | \$302.00 |
| Installation of Water Service - 25 mm. - Greater than 25 mm. | \$321.00/m. Actual Cost | \$1,607.00 | \$327.00/m. Actual Cost | \$1,639.00 | \$327.00/m. Actual Cost | \$1,639.00 |

| Engineering and Operations Division | 2017 Fee | 2017 Minimum Charge | 2018 Fee | 2018 Minimum Charge | 2019 Fee | 2019 Minimum Charge |
|--|------------------------------|---------------------|------------------------------|---------------------|------------------------------|---------------------|
| Water Service tapping: - 25 mm. - Greater than 25 mm. | \$178.00 each Actual Cost | | \$182.00 each Actual Cost | | \$187.00 each Actual Cost | |
| Installation of a sanitary sewer lateral: - 100 mm. - Greater than 100 mm. | \$376.00/m Actual cost | \$1,882.00 | \$384.00/m Actual cost | \$1,920.00 | \$384.00/m Actual cost | \$1,920.00 |
| Sanitary service connection: - 100 mm. - Larger than 100 mm. | \$267.00 Actual Cost | | \$272.00 Actual Cost | | \$279.00 Actual Cost | |
| Installation of a storm sewer service: - 125 mm - Larger than 125 mm. | \$268.00/m Actual Cost | \$1,342.00 | \$272.00/m Actual Cost | \$1,369.00 | \$279.00/m Actual Cost | \$1,395.00 |
| Storm service connection: - 125 mm. - Larger than 125 mm. | \$267.00 Actual Cost | | \$272.00 Actual Cost | | \$279.00 Actual Cost | |
| Rock removal in trench cuts | \$125.00/hr | | \$128.00/hr | | \$131.00/hr | |
| Foreman Call Out - Flat Rate | \$40.00/hr | | \$60.00/hr | | \$61.00/hr | |
| Street sweeping | \$125.00/hr | | \$135.00/hr | | \$138.00/hr | |

*** Note:**

All works to be done on Private property, contact the City's Building Department.

All works to be done on the right of way (ROW.), contact Engineering and Operations.

Any services carried out by Engineering and Operations Staff within the right of way will require a Municipal Consent Permit, however, no Municipal Consent Permit *fee* is charged the applicant.

Any services carried out by a private contractor for the applicant, will require a Municipal Consent Permit, however a Municipal Consent Permit fee will apply as per the rates set out above.

All fees and charges listed are exclusive of any applicable taxes.

** de-notes a minimum callout charge for after-hours request.

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MEMORANDUM

EXT. 219

DATE: July 22, 2019
TO: Amber LaPointe, City Clerk
FROM: Janice Peyton, Executive Assistant, DEO
RE: Transit Advisory Committee
Support of entering into an agreement with Regional Transit

Please advise Port Colborne City Council that, at the meeting of May 1, 2019, the Transit Advisory Committee discussed the Memorandum of Understanding with Niagara Regional Transit for the Link and Community Bus System. The committee resolved as follows:

Moved by Scott Mathieson
Seconded by Gary Bruno

That the Transit Advisory Committee is in support of the City of Port Colborne entering into an agreement with Regional Transit for the purpose of increasing the shares of Provincial Gas Tax.
CARRIED.

Thank you.

Signed:

Janice Peyton
Executive Assistant, DEO
Recording Secretary, Transit Advisory Committee

DATE: July 22, 2019
TO: Amber LaPointe, City Clerk
FROM: Janice Peyton, Executive Assistant, DEO
RE: Environmental Advisory Committee, Vale Community-Based Action Plan

Please be advised that at the meeting of July 10, 2019, the Environmental Advisory Committee discussed Vale's Community-Based Action Plan that addresses the findings of the Community-Based Risk Assessment. The committee resolved as follows:

Moved by George McKibbin
Seconded by Jack Hellinga


Whereas Vale and the Ministry of the Environment, Conservation and Parks (MECP) disagree on the application of Ontario Regulation 153/04 to lands where Vale's proposed action plan applies and this may have profound implications where landowners apply to development their lands.

The Port Colborne Environmental Advisory Committee, therefore, recommends to Council that staff be directed to examine the additional planning and design requirements, if any, where applications for approval under the *Planning Act* are concerned in the area to which the Vale's action plan applies. The review should determine what additional investigations and potential remedial actions the Region of Niagara, the Regional Health Department or its successor, and the MECP may require during the review of planning applications when a landowner makes application under the *Planning Act* to develop their lands. This review should also include comments from each of Regional Planning and Public Health staff and the MECP as to what their requirements may be and where they could apply these, if any are required.

CARRIED.

Please place this item on the next Council agenda for consideration.

Thank you.

Signed: 

Janice Peyton
Executive Assistant, DEO
Recording Secretary, Environmental Advisory Committee



To:
Cc:
Bcc:
Subject: Fw: Rural Investment Tax Credit

From: Carys Baker <carys@mapleleafstrategies.com>

Date: Monday, June 10, 2019 at 6:12 PM

Subject: Rural Investment Tax Credit

Good Evening,

My name is Carys and I work for a public affairs firm in Toronto that is working with a coalition of private financiers that specialize in rural business investment.

As you know, small businesses in rural Ontario have been hurt by over regulation, lending constraints and a lack of access to capital that has resulted in a sharp decline in opportunities and investments in rural communities. We are advocating for and building support for the Rural Opportunity & Investment (ROI) Coalition that is building a coalition of rural mayors, economic development staff, chambers of commerce and government caucus members to champion the creation of a rural investment tax credit (RITC) that will support rural job creation.

The ROI coalition brings together Advantage Capital, Enhanced Capital and Stonehenge Capital, three industry-leading investment firms focused on providing capital to businesses located in historically underserved markets. Together these firms plan to create a \$150 million capital pool for investment in rural Ontario.

The proposed rural investment tax credit would replace the government practice of picking “winners” and “losers” through grants, with a tax credit that would reward investors that achieve well-defined conditions for investment and job creation in a timely manner.

The RITC would emulate the success of similar rural investment incentive programs that have been introduced in multiple US states in recent years.

By creating a thoughtful investment incentive program, Ontario has an opportunity to attract small business investment and venture funds that will spur investments in communities like yours.

We know that summer is approaching but we want to be prepared for a successful initiative in the fall. In order to achieve this and promote economic development in your region, we are asking for your support and a list of potential enterprises in your region that would benefit from such a program.

Attached is a letter that we will be sharing with the Provincial Government to outline needs and build support to ensure our message is strong and diverse. We are asking that you kindly sign this letter on your letterhead and return it to us so we can deliver it to Queen’s Park.

Please do not hesitate to reach out with any questions or concerns.

All the best,

Carys

Carys Baker | Associate
Maple Leaf Strategies

Government Relations | Public Affairs | Research
151 Bloor Street W, Suite 810
Toronto, ON M5S 1S4
T: [416.620.7111](tel:416.620.7111) | C: [416.500.1161](tel:416.500.1161)

SUPPORT FOR RURAL INVESTMENT TAX CREDIT TO CREATE JOBS IN RURAL ONTARIO

TO: Hon. Doug Ford, Premier of Ontario

Hon. Vic Fedeli, Minister of Economic Development, Job Creation and Trade

Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs

Hon. Greg Rickford, Minister of Energy, Northern Development and Mines

I am writing to express my support for the rural investment tax credit (RITC) being advocated by the Rural Opportunity and Investment Coalition (ROI).

In speaking with stakeholders and business leaders across the province, I know that many small businesses in rural communities are finding it difficult to secure the capital needed to grow and create good jobs. In keeping with the government's mandate, a tax credit will ensure small business growth, job creation and local economic development in some of Ontario's hardest-hit rural communities while respecting the financial challenges this government faces.

Through the program, rural growth funds would work closely with local community banks to help businesses buy equipment, upgrade facilities, invest in training or make other improvements needed to expand, grow jobs and strengthen the local economy. The rural investment tax credit:

- Prioritizes the creation and retention of quality jobs in important growth industries and rural communities, further driving the Ontario economy forward
- Promotes private sector investment, ensuring a pro-growth, independent program to create high quality jobs and benefits small businesses
- Encourages workforce development and on-the-job training, helping businesses compete in a tight labour market
- Has the benefit of retaining youth populations in rural communities by creating good employment opportunities that would otherwise not exist
- Contains important safeguards to protect the province and its taxpayers, including an independent economic impact analysis that demonstrates a positive return on investment, along with job creation requirements and profit-sharing

This investment tax credit is a fair, responsible and sustainable way to strengthen small businesses, communities and people across Ontario that need a lift - particularly in rural communities like ours - while boosting our province's economic competitiveness and creating jobs. We urge your support for the rural investment tax credit.

Sincerely,

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

Date: July 8, 2019

Time: 6:30 p.m.

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

Members Present: M. Bagu, Councillor
E. Beaugard, 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: D. Aquilina, Director of Planning and Development
C. Cooper, By-law Intake Officer
B. Garrett, Director of Corporate Services
A. Grigg, Director of Community and Economic Development
A. LaPointe, Manager of Legislative Services/City Clerk
N. Halasz, Manager of Parks and Recreation
S. Hanson, Manager of By-law Services
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
C. McIntosh, Deputy Clerk (minutes)

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 H. Wells
Seconded by Councillor R. Bodner

That the agenda dated July 24, 2019 be confirmed, as circulated or as amended,
CARRIED.

5. Disclosures of Interest:

Councillor Beauregard declared a pecuniary interest regarding item 2 as he is employed by Sullivan Mahoney and the firm has provided legal advice with respect to hunting in Gravelly Bay. Councillor Beauregard left the Council Chambers during discussion about item 2 and refrained from discussing or voting on this item.

6. Adoption of Minutes:**(a) Regular meeting of Committee of the Whole 18-19, held on June 24, 2019.**

Moved by Councillor E. Beauregard
Seconded by Councillor A. Desmarais

- (a) That the minutes of the regular meeting of the Committee of the Whole 18-19, held on June 24, 2019, be approved as presented.

CARRIED.

7. Determination of Items Requiring Separate Discussion:

The following items were identified for separate discussion:

Items 1, 2, 5, and 6.

8. Approval of Items Not Requiring Separate Discussion:

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

That items 1 to 10 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:**3. Community and Economic Development Department, Parks and Recreation Division, Report 2019-109, Subject: 41st Annual Canal Days Marine Heritage Festival – Additional Request for Road Closures**

Committee of the Whole recommends:

1. That the closure to street parking and through traffic be approved and authorized for following roads beginning at 2:00 p.m. to 12:00 a.m. on Sunday, August 4, 2019 for the purpose of hosting the Canal Days concerts:
 - Steele Street, from the southern limit of Steele Street at Sugarloaf Street;
 - Steele Street, from the eastern limit at Steele Street at Sugarloaf Street;

- Isabel Street, from the southern limit of Isabel Street at Sugarloaf Street;
- Fielden Avenue, from the northern limit of Fielden Avenue at Sugarloaf Street;
- Fielden Avenue, from the southern limit at Sugarloaf Street;
- Lighthouse Lane, from the southern limit at Sugarloaf Street;
- Elm Street, from the southern limit of Elm Street at Sugarloaf;
- Elm Street, from the western limit of Elm Street at Sugarloaf Street;
- H.H. Knoll Lakeview Park parking lot, south of Dawg's Burgers and Fries to Fielden Avenue.

4. Community and Economic Development Department, Parks and Recreation Division, Report 2019-110, Subject: Thirty Ninth Annual Terry Fox Run

Committee of the Whole recommends:

That the request to host the thirty ninth annual Terry Fox Run on September 15, 2019 at 1:00 p.m., and the thirteenth annual head shave at 12:30 p.m. at the H.H. Knoll Lakeview Park bandshell, be approved; and

That the permit fee for the use of the H.H. Knoll Lakeview Park bandshell and hydro be waived; and

That the advertising fee be waived for information being posted on the West Side Road sign, the Library sign, and the Vale Health & Wellness Centre Pylon Sign from September 4 to September 15, 2019, be waived; and

That the request for the Terry Fox Run flag to be raised over City Hall the week of August 26, 2019, be approved and referred to the Mayor's office for response; and

That the request for a 10' x'10' stall at the Port Colborne Farmers' Market on August 23 and 30, 2019 and September 6 and 13, 2019 to sell licensed Terry Fox t-shirts and distribute pledge forms, be approved and referred to the Market Clerk for response; and

That the Event Organizer file a Certificate of Insurance, naming the City as an additional insured, in the amount of \$2,000,000, in advance of the event.

7. Memorandum from the Accessibility Advisory Committee Re: The Honourable David Onley's Recommendations

Committee of the Whole recommends:

That Council supports the recommendation of the Accessibility Advisory Committee as follows;

That the recommendation from the Accessibility Advisory Panel of the City of Greater Sudbury to the Honourable Raymond Cho, Minister for Seniors and Accessibility, to adopt the recommendations of David Onley in his review of the Accessibility for Ontarians with Disabilities Act and commit to the implementation of new standards for the build environment, stronger enforcement of the act, accessibility for design professions, and an assurance that public money is never again used to create new accessibility barriers, be supported.

8. Region of Niagara Re: Notice of Passing of By-law to Amend By-law 112-2013 being a By-law to Protect Children and Vulnerable Persons from Exposure to Outdoor Second-Hand Smoke – Triple Majority Requirement PHD 09-2019, June 11, 2019

Committee of the Whole recommends:

That the Council of The City of Port Colborne consents to the passage of By-law No. 2019-52 of The Regional Municipality of Niagara, being a by-law to amend By-law 112-2013 - A Regional By-law to Protect Children and Vulnerable Persons from Exposure to Outdoor Second-hand Smoke.

9. Region of Niagara Re: Joint Canadian Urban Transit Association Reporting Memorandum of Understanding (PW 30-2019)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: Joint Urban Transit Association Reporting Memorandum of Understanding (PW 30-2019), be received for information.

10. Region of Niagara Re: 2018 End of Year Growth Report (PDS 21-2019)

Committee of the Whole recommends:

That the correspondence received from the Region of Niagara Re: 2018 End of Year Growth Report (PDS 21-2019), be received for information.

CARRIED.

9. Presentations:

Nil.

10. Delegations:

To be heard under Section 14 "Items Requiring Separate Discussion", Item 2, Planning and Development Department, By-law Enforcement Division, Report 2019-05, Subject: Hunting in Gravelly Bay Complaints.

11. Mayor's Report:

A copy of the Mayor's Report is attached.

12. Regional Councillor's Report:

Nil.

13. Councillors' Items:**(a) Centennial - Cedar Bay Park and Beach (Wells)**

In response to concerns expressed by Councillor Wells, the Manager of Parks and Recreation advised that she will work with staff to review maintenance and patrol schedules and procedures for the park and the beach.

In response to an inquiry by Councillor Bodner, the Director of Community and Economic Development advised that funds were allocated for parking lot repairs and furniture replacement. Councillor Bodner expressed concern with staffing resources dedicated to the park and beach and the Chief Administrative Officer advised that he will work with staff to address any service level concerns.

(b) Pleasant Beach Road (Wells)

Councillor Wells advised that parking issues have been alleviated at Pleasant Beach as there is a property owner allowing vehicles to park at the property for a fee. In response to an inquiry by Councillor Wells, the Director of Planning and Development advised that the use of the property for parking may be contrary to the zoning by-law.

(c) Paint spray markings on City sidewalks (Bagu)

In response to an inquiry by Councillor Bagu, the Director of Engineering and Operations advised that City staff is paint spray marking sidewalks as part of the minimum maintenance standards program to determine hazards and an order for repair.

(d) Community beautification (Bruno)

The Director of Engineering and Operations advised that staff have started removing commercial signage from hydro polls and this has been added to staff's regular road patrol duties. The Director also advised that staff will contact Fortis to remove signage that staff is unable to reach.

(e) Storm sewer charge (Bruno)

Councillor Bruno requested clarification with respect to properties that are within the urban area that are assessed with a storm sewer charge although their storm sewers or their properties feed into a drain. The Director of Engineering and Operations advised that if a property has contributed to the Storm Sewer

Reserve Fund through the new formula adopted by Council and they are also within a municipal drain watershed, when a report on a drain specifies an amount that the property is required to pay under the assessment schedule of the drainage report for works undertaken on the drain, the costs/amount, as detailed by the drainage report, would be taken from the Storm Sewer Reserve Fund to pay that amount as detailed/calculated by the drainage report and its assessment schedule.

(f) Meadow Heights Phase 2 (Bruno)

Councillor Bruno advised that staff is working to organize a community meeting at City Hall on July 23 from 4-6 p.m. with respect to Meadow Heights Phase 2.

(g) Celebrate Ontario funding (Beauregard)

Councillor Beauregard thanked staff for applying for and receiving the Celebrate Ontario grant for Canal Days and thanked staff for introducing country music to the festival's entertainment line up.

(h) Centennial – Cedar Bay Beach (Bodner)

Councillor Bodner expressed concern with a fence that has been placed to the waters edge at Centennial-Cedar Bay Beach. The Chief Administrative Officer advised that staff will investigate the legalities of the lot owners as some properties are deeded up to the water.

Councillor Bodner also expressed concern with contractors blocking parking at the beach. The Director of Community and Economic Development advised that staff will request the contractors park further from the City's parking lot.

Staff responses to Councillors' enquiries:

(a) Association of Municipal Managers, Clerks, Treasurers of Ontario (LaPointe)

The City Clerk advised that she attended the annual AMCTO conference, June 9-12, and seminar topics included records management, customer service, and internet voting.

14. Consideration of Items Requiring Separate Discussion:

1. Port Colborne Transit Advisory Committee Requires Councillor Appointment

Moved by Councillor G. Bruno
Seconded by Councillor E. Beauregard

That the request for a Councillor to be appointed representative on the Port Colborne Transit Advisory Committee be received for information.
CARRIED.

**2. Planning and Development Department By-law Enforcement Division,
Report 2019-05, Subject: Hunting in Gravelly Bay Complaints**

Blake Schmirler, Regional Director of Delta Waterfowl Niagara Chapter, spoke in support of hunting in Gravelly Bay. A copy of the letter of support is attached.

Alfred Marinelli, 292 Stanley Street, Port Colborne, spoke in support of hunting in Gravelly Bay, noting that he has been hunting in the Bay since the 1950s and that the hunters abide by safe hunting practices and legislation.

Jason Clarke, Chair of the Gravelly Bay Duck Hunters Association, spoke in support of hunting in Gravelly Bay. A copy of his presentation is attached.

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

The rules respecting delegations, as outlined under Section 10 of the Procedural By-law, were suspended in order permit unregistered members of the public to speak regarding Hunting in Gravelly Bay.

CARRIED.

Felix Barbetti, Past Chair of the Ontario Federation of Hunters and Anglers spoke in support of hunting in Gravelly Bay. A copy of the letter of support is attached.

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

That By-law Enforcement Services staff be directed to add an additional 150 feet to the 600 feet no hunting zone from the shoreline in Gravelly Bay, pending approval from the St. Lawrence Seaway Management Corporation.

Moved in amendment by A. Desmarais
Seconded by M. Bagu

That the main motion be amended by adding thereto the following:

That the Chief Administrative Officer be directed to work with the Gravelly Bay Duck Hunters Association, the Ontario Federation of Anglers and Hunters, Delta Waterfowl Association, and the Port Colborne and District Conservation Club to develop educational material for the public as well as signage to be located on the shoreline of Gravelly Bay; and

That the Chief Administrative Officer be directed to investigate into the placement of buoys in Gravelly Bay.

CARRIED.

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

That By-law Enforcement Services staff be directed to add an additional 150 feet to the 600 feet no hunting zone from the shoreline in Gravelly Bay, pending approval from the St. Lawrence Seaway Management Corporation; and

That the Chief Administrative Officer be directed to work with the Gravelly Bay Duck Hunters Association, the Ontario Federation of Anglers and Hunters, Delta Waterfowl Association, and the Port Colborne and District Conservation Club to develop educational material for the public as well as signage to be located on the shoreline of Gravelly Bay; and

That the Chief Administrative Officer be directed to investigate into the placement of buoys in Gravelly Bay.

CARRIED.

5. **Engineering and Operations Department, Engineering Division, Report 2019-84, Subject: Project 2019-03, Annual Sewer Flushing and CCTV Inspection – City Wide – 2 Year Duration**

Moved by Councillor H. Wells

Seconded by Councillor A. Desmarais

That Project 2019-03 Annual Sewer Flushing and CCTV Inspection, for a two (2) Year Duration, be awarded to Wessuc Inc. of Brantford, Ontario, for the total tendered price of \$121,186.00 plus applicable taxes. Staff is directed to utilize the bid items as listed within the awarded Tender Documents, in such a manner as to complete all required works, all the while keeping within the annual budget allocations of Council; and

That funding for Project 2019-03 Annual Sewer Flushing and CCTV Inspection be financed under Account: 7-590-76250-3328 Extraneous Flows; and

That a by-law, in which the City enters into a Contract Agreement with the Contractor be prepared, upon final budget approval.

CARRIED.

6. **Planning and Development Department, Planning Division, Report 2019-108, Subject: Request for Extension of Draft Plan of Subdivision Approval (File No. D12-H58) Rosedale Plan of Subdivision**

The rules respecting delegations, as outlined under Section 10 of the Procedural By-law, were suspended in order permit the development consultant to speak with respect to the extension of draft plan of subdivision approval.

Craig Rohe, Senior Planner with Upper Canada Consultants answered inquiries by Councillors with respect to the requirements that need to be fulfilled to move the development forward.

Moved by Councillor G. Bruno

Seconded by Councillor D. Kalailieff

That the Draft Plan Approval for the Rosedale Draft Plan of Subdivision be extended to August 12, 2020; and

That the conditions of draft approval be updated by deleting conditions 47, 48 and 49 and that ministry names be updated in conditions 13, 35, 38 and 40; and

That Upper Canada Consultants be notified accordingly.

Moved in amendment by Councillor A. Desmarais
Seconded by Councillor H. Wells

That the main motion be amended by striking "August 12, 2020" from the first paragraph and replacing it with "February 12, 2020".

LOST.

The vote was then taken on the main motion.

That the Draft Plan Approval for the Rosedale Draft Plan of Subdivision be extended to August 12, 2020; and

That the conditions of draft approval be updated by deleting conditions 47, 48 and 49 and that ministry names be updated in conditions 13, 35, 38 and 40; and

That Upper Canada Consultants be notified accordingly.
CARRIED.

15. Notice of Motion:

Councillor Wells provided notice of motion of his intention to introduce a motion at a future Committee of the Whole/Council meeting with respect to addressing explosive targets in the firearm discharge and noise by-laws.

Councillor Wells provided notice of motion of his intention to introduce a motion at a future Committee of the Whole/Council meeting with respect to amending by-law 5528/125/10, Being a By-Law to Prohibit or Regulate the Removal of Topsoil, the Placing or Dumping of Fill and the Alteration of the Grade of Land within the City of Port Colborne (Site Alteration By-law).

16. Adjournment:

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

That the Committee of the Whole meeting be adjourned at approximately 8:30 p.m.

CARRIED.

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**City of Port Colborne
Regular Meeting of Council 20-19
Monday, July 22, 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) Special meeting of Council 18-19, held on July 8, 2019.
 - (b) Regular meeting of Council 19-19, held on July 8, 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:**
 - (a) Cynthia Skinner, on behalf of Friends of Port Colborne Lighthouses (FOPCL), Proclamation National Lighthouse Day, August 7, 2019
- 10. Minutes of Boards, Commissions & Committees:**

Nil.
- 11. Consideration of By-laws:**
- 12. Adjournment:**

Council Items:

| Notes | Item | Description / Recommendation | Page |
|-----------------------------------|------|--|------|
| WCS MB EB RB GB FD AD DK HW | 1. | <p><u>Motion by Councillor Wells Re: Review of Noise and Discharge of Firearms By-laws</u></p> <p>That the Director of Planning and Development be directed to update By-Law No. 4588/119/04, being a by-law to regulate noise and By-Law No. 2499/115/90, being a by-law to prohibit and regulate the discharge of guns and other weapons within the City of Port Colborne; and</p> <p>That the review includes consideration of the distance from buildings of discharge and provisions to include reactive targets, (Type S.2) high hazard Special Purpose Explosives; and</p> <p>That staff report back to Council with a recommendation in October 2019.</p> | |
| WCS MB EB RB GB FD AD DK HW | 2. | <p><u>Motion by Councillor Wells Re: Review of Removal of Topsoil and Placement of Fill By-law</u></p> <p>That the Director of Planning and Development be directed to update By-Law No. 5528/125/10 a by-law to prohibit or regulate the removal of topsoil, the placing or dumping of fill and the alteration of the grade of land within the city of Port Colborne; and</p> <p>That the review includes the new provincial regulations, recent issues with fill sites, state of the art fill sites, best practices of site alteration techniques and processes and realistic fee structures proportional to the complexity of the application and conditions related to the size and nature of the site in question, and duration of the alteration; and</p> <p>That staff report back to Council with a recommendation in the winter of 2019.</p> | |
| WCS MB EB RB GB FD AD DK HW | 3. | <p><u>Engineering and Operations Department, Engineering Division, Report 2019-112, Subject: Young & Hopf-Wagner Drains</u></p> <p>That Project 2019-11 Young & Hopf-Wagner Drains be awarded to CRL Campbell Construction & Drainage Ltd of Wainfleet, Ontario, for the total tendered price of \$696,497.90 plus applicable taxes. Staff is directed to utilize the bid items as listed within the awarded Tender Documents, in such a manner as to complete all required works, all the while, keeping within the annual budget allocations by Council; and</p> | |

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|-----------------|----------------|----------------|---|--|
| | | | <p>That funding for Project 2019-11 Young & Hopf-Wagner Drains be financed on an interim basis, under GL Account: 3-560-33243-3328 and that staff be authorized to initiate billings back to the Municipal Drains Watershed at the completion of the Watershed works; and</p> <p>That a by-law, in which the City enters into a Contract Agreement with the Contractor, be prepared upon final budget approval.</p> | |
| WCS RB AD | MB GB DK | EB FD HW | <p>4. <u>Engineering and Operations Department, Engineering Division, Report 2019-113, Subject: Schihl Municipal Drain Meeting to Consider</u></p> <p>That the Mayor and Clerk be directed to execute a by-law to provisionally adopt the Schihl Municipal Drain Engineer's Report, dated March 28, 2019, prepared by Neal Morris, P. Eng. of K. Smart Associates Limited, under Section 4, Chapter D.17 of the <i>Drainage Act R.S.O. 1990</i>.</p> <p>That staff be directed to advance the Schihl Municipal Drain Engineer's Report to that of the Court of Revision, as per Section 46(1), Chapter D.17 of the <i>Drainage Act R.S.O. 1990</i>. That Councillor _____ and Councillor _____ be appointed as a member of the Schihl Municipal Drain Court of Revision and Councillor _____ be appointed as an alternate.</p> | |
| WCS RB AD | MB GB DK | EB FD HW | <p>5. <u>Community and Economic Development Department, Parks and Recreation Division, Report 2019-114, Subject: By-law Exemption Request – Canal Days Marine Heritage Festival Bass Pro Outdoor World Shooting Range</u></p> <p>That a temporary exemption to By-law 2499/115/90, Being a By-law to Prohibit and Regulate the Discharge of Guns and Other Weapons within the City of Port Colborne be approved, specifically for the purpose of permitting Bass Pro Outdoor World to offer a BB gun shooting range attraction during the 2019 Canal Days Marine Heritage Festival, as outlined in Community and Economic Development Department, Parks and Recreation Division, Report 2019-114, Subject: By-law Exemption Request - Canal Days Marine Heritage Festival Bass Pro Outdoor World Shooting Range.</p> | |

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|--|-----------|--|--|
| <p>WCS MB EB RB GB FD AD DK HW</p> | <p>6.</p> | <p><u>Corporate Services Department, Clerk’s Division, Report 2019-116, Subject: Appointments to Boards and Committees</u></p> <p>That Nancy Busch be appointed to the Accessibility Advisory Committee for a term ending December 21, 2023.</p> <p>That Wade Smith and Gregg Dame be appointed to the Active Transportation Committee for a term ending December 31, 2023.</p> <p>That Kevin Reles and Angela Doyle be appointed to the Economic Development Advisory Committee for a term ending December 31, 2023.</p> <p>That Trent Doan, Steven Rivers, and Norbert Gieger be appointed to the Environmental Advisory Committee for a term ending December 21, 2023.</p> <p>That Nancy Busch and Heidi Grzesina be appointed to the Senior Citizen Advisory Council for a term ending December 31, 2023.</p> <p>That Jack Helinga be recommended to Council of the Region of Niagara to be appointed to serve on the Niagara Peninsula Conservation Authority Board.</p> | |
| <p>WCS MB EB RB GB FD AD DK HW</p> | <p>7.</p> | <p><u>Planning and Development Department, Planning Division, Report 2019-117, Subject: Lorraine Road Property Sale</u></p> <p>That Council declares Part 2 and 6 on Plan 59R-10301 as surplus to the City’s needs; and</p> <p>That the City enter into an Agreement of Purchase and Sale with Hellen Lliodromitis for \$230,000 plus HST and with Paul and Kathleen Kuronen for \$250,000 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>WCS MB EB RB GB FD AD DK HW</p> | <p>8.</p> | <p><u>Planning and Development Department, Planning Division, Report 2019-119, Subject: Recommendation Report for Official Plan Amendment D09-01-19 and Zoning By-law Amendment D14-03-19, 170 Welland Street</u></p> <p>That the Official Plan Amendment, attached to Planning and Development Department, Planning Division, Report 2019-119 as</p> | |

| | | | |
|--|-----|--|--|
| | | <p>Appendix A, changing the designation of the property from “Parks and Open Space” to “Industrial Areas”, be approved.</p> <p>That the Zoning By-law Amendment, attached to Planning and Development Department, Planning Division, Report 2019-119 as Appendix B, rezoning the land from “P-CH” to “LI-51”, be approved</p> <p>That Planning staff be directed to prepare the Notice of Passing in accordance with the <i>Planning Act</i> and circulate to all applicable parties.</p> | |
| <p>WCS MB EB RB GB FD AD DK HW</p> | 9. | <p><u>Engineering and Operations Department, Engineering Division, Report 2019-120, Subject: Information Report on Fees for the Engineering and Operations Department</u></p> <p>That the Fees Schedule for 2019 be established as the 2018 rates and fees plus an adjustment for inflation, based on the CANADATA index for 2019, (2.7% increase).</p> <p>That Engineering and Operations staff be directed to track in 2019-2020, all actual costs, for labour, materials and equipment required in performing a task or supplying a service and then use that data to annually adjust the rates and fees schedules on an annual basis.</p> | |
| <p>WCS MB EB RB GB FD AD DK HW</p> | 10. | <p><u>Memorandum from Port Colborne Transit Advisory Committee Re: Support of Entering into an Agreement with Regional Transit</u></p> <p>That the recommendation by the Transit Advisory Committee that the City of Port Colborne enter into an agreement with Regional Transit for the purpose of increasing the shares of Provincial Gas Tax, be supported, and that the Region be so notified.</p> | |

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|--|----------------|----------------|-----|---|
| WCS RB AD | MB GB DK | EB FD HW | 11. | <p><u>Memorandum from the Environmental Advisory Committee, Re: Vale Community-Based Action Plan</u></p> <p>That Council supports the recommendation of the Environmental Advisory Committee as follows;</p> <p>That whereas Vale and the Ministry of the Environment, Conservation and Parks (MECP) disagree on the application of Ontario Regulation 153/04 to lands where Vale’s proposed action plan applies and this may have profound implications where landowners apply to develop their lands, and;</p> <p>The Port Colborne Environmental Advisory Committee, therefore, recommends to Council that staff be directed to examine the additional planning and design requirements, if any, where applications for approval under the <i>Planning Act</i> are concerned in the area to which the Vale’s action plan applies. The review should determine what additional investigations and potential remedial actions the Region of Niagara, the Regional Health Department or its successor, and the MECP may require during the review of planning applications when a landowner makes application under the <i>Planning Act</i> to develop their lands. This review should also include comments from each of Regional Planning and Public Health staff and the MECP as to what their requirements may be and where they could apply these, if any are required, be supported, and that the Region be so notified.</p> |
| <p>Outside Resolutions – Requests for Endorsement</p> | | | | |
| WCS RB AD | MB GB DK | EB FD HW | 12. | <p><u>Maple Leaf Strategies Re: Support for Rural Investment Tax Credit</u></p> <p>That the creation of a rural investment tax credit being advocated by the Rural Opportunity and Investment Coalition (ROI), be supported.</p> |

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

| By-law No. | Title |
|-------------------|---|
| 6704/68/19 | Being a by-law to adopt amendment no. 6 to the Official Plan for the City of Port Colborne |
| 6705/69/19 | Being a by-law to amend Zoning By-law 6575/30/18 respecting lands legally described as Part Lot 27 Concession 1, formerly in the Township of Humberstone, now in the City of Port Colborne, Regional Municipality of Niagara, municipally known at 170 Welland Street |
| 6706/70/19 | Being a by-law to authorize entering into an agreement of purchase and sale with Hellen Dlliodromitis for the sale of Part 2 on Plan 59R-10301 and with Paul and Kathleen Kuronen for the sale of Part 6 on Plan 59R-10301 |
| 6707/71/19 | Being a by-law to authorize entering into a contract agreement with CRL Campbell Construction & Drainage Ltd. of Wainfleet, ON Re tender 2019-11, Yyoung & Hopf Wagner Drains |
| 6708/72/19 | Being a by-law to provide for a Section 4 Engineer's Report for a drainage works in the City of Port Colborne in the Regional Municipality of Niagara known as the Schihl Municipal Drain |
| 6709/73/19 | 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 July 22, 2019 |

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The Corporation of the City of Port Colborne

By-law no. 6704/68/19

Being a by-law to adopt amendment no. 6 to the
Official Plan for the City of Port Colborne

Whereas it is deemed expedient to further amend the Official Plan, heretofore adopted by Council for the City of Port Colborne Planning Area; and

Therefore the Council of The Corporation of the City of Port Colborne under Section 17(22) of the *Planning Act*, hereby enacts as follows:

1. That Official Plan Amendment No. 6 to the Official Plan for the City of Port Colborne Planning Area, consisting of the attached map and explanatory text is hereby adopted.
2. That this by-law shall come into force and take effect on the day of passing thereof.

Enacted and passed this 22nd day of July, 2019.

William C. Steele
Mayor

Amber LaPointe
City Clerk

AMENDMENT NO. 6
TO THE
OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA

**AMENDMENT NO. 6 TO THE OFFICIAL PLAN
FOR THE
PORT COLBORNE PLANNING AREA**

INDEX

The Statement of Components

Part A – The Preamble

Purpose
Location
Basis

Part B – The Amendment

Introductory Statement
Details of the Amendment
Implementation & Interpretation

Part C – The Appendices

1. Minutes of the Public Meeting
2. Department of Planning and Development Report

The following appendices do not constitute part of Amendment No. 5 but are included as information to support the Amendment.

APPENDIX I – Minutes of the Public Meeting

APPENDIX II – Department of Planning & Development Report




THIS IS SCHEDULE "A" TO BY-LAW NO _____

PASSED THE _____, 2019

MAYOR

CLERK

 Lands to be rezoned from P-CH to LI-51

MAY 2019

FILE: D14-03-19

DRAWN BY: CITY OF PORT COLBORNE
PLANNING DIVISION

NOT TO SCALE

The Corporation of the City of Port Colborne

By-law no. 6707/71/19

Being a by-law to authorize entering into a contract agreement
with CRL Campbell Construction & Drainage Ltd. of Wainfleet, ON
Re tender 2019-11, Yyoung & Hopf Wagner Drains

Whereas at its meeting of July 22, 2019 the Council of The Corporation of the City of Port Colborne approved the recommendations of the Engineering and Operations Department, Engineering Division, Report 2019-112, Subject: Project 2019-11, Young & Hopf Wagner Drains; and

Whereas Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement with CRL Campbell Construction & Drainage Ltd. regarding tender 2019-11, Young & Hopf Wagner Drains;

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 with CRL Campbell Construction & Drainage Ltd. regarding tender 2019-11, Young & Hopf Wagner Drains.
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 22nd day of July, 2019.

William C. Steele
Mayor

Amber LaPointe
City Clerk

2. The Corporation of the City of Port Colborne may borrow on the credit of The Corporation the amount of \$80,719.00, excluding HST, being the amount assessed in the City, necessary for payment of the cost of the said drainage works.
3. The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed less the total amount of,
 - a) grants received under Section 85 of the Act;
 - b) commuted payments made in respect of lands and roads assessed within the municipality;
 - c) money paid under subsection 61(3) of the Act; and,
 - d) money assessed in and payable by any another municipality,and such debentures shall be made payable within 5 years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.
4. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in Schedule "B" hereto to be collected in the same manner and at the same time as other taxes are collected.
5. For paying the amount of \$8,956.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the City of Port Colborne in each year for 5 years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. If the actual of the drainage works varies from the estimated costs as set out in schedule "B" forming part of this by-law, the actual cost shall be assessed, levied and collected upon and from the said parcels of lands and roads and parts of parcels in the same proportions and in the same manner as provided in the Schedule "B" forming part of this by-law, as revised by the Court of Revision and Final Decisions of the Agriculture, Food and Rural Affairs Appeal Tribunal and/or Referee.
7. That all assessments of \$50.00 or less are payable the first year in which the assessment is imposed upon the land assessed, as provided for under Section 61(3) of the *Drainage Act, R.S.O. 1990*.
8. This by-law may be cited as "The Schihl Municipal Drain By-law" and shall come into force on the day of its final passing.

Enacted and passed this 22nd day of July, 2019.

William Steele
Mayor

Amber LaPointe
City Clerk

Enacted and passed this _____ day of _____, 2019.

Head of Council

Clerk

**City of Port Colborne
Special Council Meeting 18-19
Minutes**

Date: July 8, 2019
Time: 5:30 p.m.
Place: Committee Room 3, Municipal Offices, 66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor (arrived at 6:04 p.m.)
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Absent: E. Beauregard, Councillor

Staff Present: S. Luey, Chief Administrative Officer
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Director of Engineering and Operations
C. McIntosh, Deputy Clerk (minutes)

Guests: S. Premi, Solicitor, Sullivan Mahoney LLP
A. Engel, Solicitor, Fogler Rubinoff LLP (via teleconference)

1. Call to Order:

Mayor Steele called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

No. 116 Moved by Councillor M. Bagu
Seconded by Councillor A. Desmarais

That the agenda dated July 8, 2019 be confirmed, as
circulated or as amended.
CARRIED.

4. Disclosures of Interest:

Nil.

5. Council in Closed Session:**Motion to go into Closed Session – 5:30 p.m.:**

No. 117 Moved by Councillor A. Desmarais
Seconded by Councillor M. Bagu

That Council do now proceed into closed session in order to address the following matter(s):

- a) Chief Administrative Officer Report 2019-111 regarding potential litigation concerning Seaway lands, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED.

Motion to Rise With Report – 6:27:

No. 118 Moved by Councillor A. Desmarais
Seconded by Councillor M. Bagu

That Council do now rise from closed session with report at approximately 6:27 p.m.

CARRIED.

6. Disclosures of Interest Arising From Closed Session:

Nil.

7. Report/Motions Arising From Closed Session:

- a) Chief Administrative Officer Report 2019-111 regarding potential litigation concerning Seaway lands, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

The City Clerk reported that direction was provided to staff during closed session in accordance with the *Municipal Act, 2001*.

8. **Adjournment:**

No. 119 Moved by Councillor G. Bruno
Seconded by Councillor H. Wells

That the Council meeting be adjourned at approximately
6:28 p.m.
CARRIED.

William C. Steele
Mayor

Amber LaPointe
City Clerk

AL/cm

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**City of Port Colborne
Regular Meeting of Council 19-19
Minutes**

Date: July 8, 2019

Time: 8:30 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: D. Aquilina, Director of Planning and Development
B. Garrett, Director of Corporate Services
A. LaPointe, Manager of Legislative Services/City Clerk
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
C. McIntosh, Deputy Clerk (minutes)

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

That the agenda dated July 8, 2019 be confirmed, as circulated or
as amended.

CARRIED.

4. Disclosures of Interest:

Councillor Beauregard declared a pecuniary interest regarding item 2 as he is employed by Sullivan Mahoney and the firm has provided legal advice with respect to

hunting in Gravelly Bay. Councillor Beauregard left the Council Chambers during discussion about item 2 and refrained from discussing or voting on this item.

5. **Adoption of Minutes:**

No. 121 Moved by Councillor D. Kalailieff
Seconded by Councillor R. Bodner

- (a) That the minutes of the regular meeting of Council 17-19, June 24, 2019, be approved as presented.

CARRIED.

6. **Determination of Items Requiring Separate Discussion:**

The following item was identified for separate discussion:

Item 2.

7. **Approval of Items Not Requiring Separate Discussion:**

No. 122 Moved by Councillor H. Wells
Seconded by Councillor G. Bruno

That items 1 to 10 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:

1. **Port Colborne Transit Advisory Committee Requires Councillor Appointment**

Council resolved:

That the request for a Councillor to be appointed representative on the Port Colborne Transit Advisory Committee be received for information.

3. **Community and Economic Development Department, Parks and Recreation Division, Report 2019-109, Subject: 41st Annual Canal Days Marine Heritage Festival – Additional Request for Road Closures**

Council resolved:

1. That the closure to street parking and through traffic be approved and authorized for following roads beginning at 2:00 p.m. to 12:00 a.m. on Sunday, August 4, 2019 for the purpose of hosting the Canal Days concerts:
 - Steele Street, from the southern limit of Steele Street at Sugarloaf Street;
 - Steele Street, from the eastern limit at Steele Street at Sugarloaf Street;

- Isabel Street, from the southern limit of Isabel Street at Sugarloaf Street;
- Fielden Avenue, from the northern limit of Fielden Avenue at Sugarloaf Street;
- Fielden Avenue, from the southern limit at Sugarloaf Street;
- Lighthouse Lane, from the southern limit at Sugarloaf Street;
- Elm Street, from the southern limit of Elm Street at Sugarloaf;
- Elm Street, from the western limit of Elm Street at Sugarloaf Street;
- H.H. Knoll Lakeview Park parking lot, south of Dawg's Burgers and Fries to Fielden Avenue.

4. Community and Economic Development Department, Parks and Recreation Division, Report 2019-110, Subject: Thirty Ninth Annual Terry Fox Run

Council resolved:

That the request to host the thirty ninth annual Terry Fox Run on September 15, 2019 at 1:00 p.m., and the thirteenth annual head shave at 12:30 p.m. at the H.H. Knoll Lakeview Park bandshell, be approved; and

That the permit fee for the use of the H.H. Knoll Lakeview Park bandshell and hydro be waived; and

That the advertising fee be waived for information being posted on the West Side Road sign, the Library sign, and the Vale Health & Wellness Centre Pylon Sign from September 4 to September 15, 2019, be waived; and

That the request for the Terry Fox Run flag to be raised over City Hall the week of August 26, 2019, be approved and referred to the Mayor's office for response; and

That the request for a 10' x'10' stall at the Port Colborne Farmers' Market on August 23 and 30, 2019 and September 6 and 13, 2019 to sell licensed Terry Fox t-shirts and distribute pledge forms, be approved and referred to the Market Clerk for response; and

That the Event Organizer file a Certificate of Insurance, naming the City as an additional insured, in the amount of \$2,000,000, in advance of the event.

5. Engineering and Operations Department, Engineering Division, Report 2019-84, Subject: Project 2019-03, Annual Sewer Flushing and CCTV Inspection – City Wide – 2 Year Duration

Council resolved:

That Project 2019-03 Annual Sewer Flushing and CCTV Inspection, for a two (2) Year Duration, be awarded to Wessuc Inc. of Brantford, Ontario.

for the total tendered price of \$121,186.00 plus applicable taxes. Staff is directed to utilize the bid items as listed within the awarded Tender Documents, in such a manner as to complete all required works, all the while keeping within the annual budget allocations of Council; and

That funding for Project 2019-03 Annual Sewer Flushing and CCTV Inspection be financed under Account: 7-590-76250-3328 Extraneous Flows; and

That a by-law, in which the City enters into a Contract Agreement with the Contractor be prepared, upon final budget approval.

6. Planning and Development Department, Planning Division, Report 2019-108, Subject: Request for Extension of Draft Plan of Subdivision Approval (File No. D12-H58) Rosedale Plan of Subdivision

Council resolved:

That the Draft Plan Approval for the Rosedale Draft Plan of Subdivision be extended to August 12, 2020; and

That the conditions of draft approval be updated by deleting conditions 47, 48 and 49 and that ministry names be updated in conditions 13, 35, 38 and 40; and

That Upper Canada Consultants be notified accordingly.

7. Memorandum from the Accessibility Advisory Committee Re: The Honourable David Onley's Recommendations

Council resolved:

That the recommendation from the Accessibility Advisory Panel of the City of Greater Sudbury to the Honourable Raymond Cho, Minister for Seniors and Accessibility, to adopt the recommendations of David Onley in his review of the Accessibility for Ontarians with Disabilities Act and commit to the implementation of new standards for the build environment, stronger enforcement of the act, accessibility for design professions, and an assurance that public money is never again used to create new accessibility barriers, be supported.

8. Region of Niagara Re: Notice of Passing of By-law to Amend By-law 112-2013 being a By-law to Protect Children and Vulnerable Persons from Exposure to Outdoor Second-Hand Smoke – Triple Majority Requirement PHD 09-2019, June 11, 2019

Council resolved:

That the Council of The City of Port Colborne consents to the passage of By-law No. 2019-52 of The Regional Municipality of Niagara, being a by-

law to amend By-law 112-2013 - A Regional By-law to Protect Children and Vulnerable Persons from Exposure to Outdoor Second-hand Smoke.

9. Region of Niagara Re: Joint Canadian Urban Transit Association Reporting Memorandum of Understanding (PW 30-2019)

Council resolved:

That the correspondence received from the Region of Niagara Re: Joint Urban Transit Association Reporting Memorandum of Understanding (PW 30-2019), be received for information.

10. Region of Niagara Re: 2018 End of Year Growth Report (PDS 21-2019)

Council resolved:

That the correspondence received from the Region of Niagara Re: 2018 End of Year Growth Report (PDS 21-2019), be received for information.

CARRIED.

8. Consideration of Items Requiring Separate Discussion:

2. Planning and Development Department By-law Enforcement Division, Report 2019-05, Subject: Hunting in Gravelly Bay Complaints

No. 123 Moved by Councillor A. Desmarais
Seconded by Councillor H. Wells

That By-law Enforcement Services staff be directed to add an additional 150 feet to the 600 feet no hunting zone from the shoreline in Gravelly Bay, pending approval from the St. Lawrence Seaway Management Corporation; and

That the Chief Administrative Officer be directed to work with the Gravelly Bay Duck Hunters Association, the Ontario Federation of Anglers and Hunters, Delta Waterfowl Association, and the Port Colborne and District Conservation Club to develop educational material for the public as well as signage to be located on the shoreline of Gravelly Bay; and

That the Chief Administrative Officer be directed to investigate into the placement of buoys in Gravelly Bay.

CARRIED.

9. Proclamations:

Nil.

10. Minutes of Boards, Commissions & Committees:

No. 124 Moved by Councillor G. Bruno
Seconded by Councillor H. Wells

- (a) That the minutes of the Accessibility Advisory Committee meeting of May 27, 2019 (Draft), be received; and
- (b) That the minutes of the Port Colborne Active Transportation Advisory Committee meeting of April 29, 2019, be received; and
- (c) That the minutes of the Canal Days Advisory Committee meeting of May 1, 2019, be received; and
- (d) That the minutes of the Port Colborne Economic Development Advisory Committee meetings of March 21, 2018, April 3, 2019 (draft) and August 1, 2018, be received; and
- (e) That the minutes of the Port Colborne Historical & Marine Museum meeting of May 21, 2019, be received; and
- (f) That the minutes of the Port Colborne Public Library Board meeting of May 14, 2019, be received.

CARRIED.

11. Consideration of By-laws:

No. 125 Moved by Councillor E. Beauregard
Seconded by Councillor R. Bodner

That the following by-laws be enacted and passed:

- 6699/63/19 Being a By-law to Appoint a Deputy Clerk (Commissioner for Taking Affidavits)
- 6700/64/19 Being a By-law to Temporarily close Sections of Various Streets to Vehicular Traffic for the Purpose of the 41st Annual Canal Days Festival
- 6701/65/19 Being a By-law to Authorize Entering Into a Contract Agreement with Wessuc Inc. Re Tender 2019-03, Annual Sewer Flushing and CCTV Inspection
- 6702/66/19 Being a By-law to Amend By-law 5991/97/13, Being a By-law to Set a Lapsing date of Draft Plan approval for Rosedale Subdivision
- 6703/67/19 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 Special and Regular Meetings of July 8, 2019

CARRIED.

12. Council in Closed Session:

Motion to go into Closed Session: 8:35 p.m.

No. 126 Moved by Councillor A. Desmarais
Seconded by Councillor G. Bruno

That Council do now proceed into closed session in order to address the following matter(s):

- (a) Minutes of the closed session portion of the following Council meeting: June 24, 2019.
- (b) Planning and Development Department, Planning Division outline re: Planning 101, Council *training Municipal Act, 2001*, Subsection 239(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:
 - 1. The meeting is held for the purpose of educating or training members.
 - 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- (c) Planning and Development Department, Planning Division Report 2019-105, concerning the potential disposition of City owned land, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.
- (d) Planning and Development Department, Planning Division Report 2019-107, concerning the potential disposition of City owned land, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.
- (e) Corporate Services Department, Clerk's Division Report 2019-106, Subject: Appointments to Boards and Committees, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(b), personal matters about an identifiable individual, including municipal or local board employees.

CARRIED.

Motion to rise with report: 10:00 p.m.

No. 127 Moved by Councillor E. Beauregard
Seconded by Councillor M. Bagu

That Council do now rise from closed session with report at approximately 10:00 p.m.

13. Disclosures of Interest Arising from Closed Session:

Nil.

14. Reports/Motions Arising from Closed Session:

- (c) **Planning and Development Department, Planning Division Report 2019-105, concerning the potential disposition of City owned land, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.**

The City Clerk reported that direction was provided to staff during closed session in accordance with the *Municipal Act, 2001*.

- (d) **Planning and Development Department, Planning Division Report 2019-107, concerning the potential disposition of City owned land, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.**

The City Clerk reported that direction was provided to staff during closed session in accordance with the *Municipal Act, 2001*.

- (e) **Corporate Services Department, Clerk's Division Report 2019-106, Subject: Appointments to Boards and Committees, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(b), personal matters about an identifiable individual, including municipal or local board employees.**

The City Clerk reported that the following direction was provided to staff during closed session in accordance with the *Municipal Act, 2001*:

That the Deputy Clerk be directed to bring forward a report in open session with respect to appointments to boards and committees recommended by Council.

15. Adjournment:

No. 127 Moved by Councillor F. Danch
Seconded by Councillor A. Desmarais

That the Council meeting be adjourned at approximately 10:02 p.m.
CARRIED.

William W. Steele
Mayor

Amber LaPointe
City Clerk

AL/cm