



**City of Port Colborne
Regular Meeting of Council 15-20
Monday, June 22, 2020 – 6:30 p.m.
Council Chambers, 3rd Floor, 66 Charlotte Street**

Agenda

Notice: Council will meet through electronic participation in accordance with Bill 137, the Municipal Emergency Act in order to keep the health and safety of our community as a priority. If you wish to provide public comments regarding an item on the agenda please submit to deputyclerk@portcolborne.ca by noon on Monday, June 22, 2020.

Watch the Council Meeting streaming live on our [YouTube Channel](#).

1. **Call to Order:** Mayor William C. Steele
2. **Introduction of Addendum Items:**
3. **Confirmation of Agenda:**
4. **Disclosures of Interest:**
5. **Adoption of Minutes:**
 - (a) Regular meeting of Council 14-20, held on June 8, 2020
6. **Determination of Items Requiring Separate Discussion:**
7. **Approval of Items Not Requiring Separate Discussion:**
8. **Consideration of Items Requiring Separate Discussion:**
9. **Proclamations:**

Nil.
10. **Minutes of Boards, Commissions & Committees:**

Nil.
11. **Councillors' Items:**
 - (a) Staff Responses to Previous Councillors' Enquiries
 - (b) Councillors' Issues/Enquiries
12. **Consideration of By-laws:**
13. **Adjournment:**

Council Items:

Notes	Item	Description / Recommendation	Page
WCS MB EB RB GB FD AD DK HW	1.	<p><u>Planning and Development Department, Report 2020-77, Subject: Public Information Report – Proposed Closing of a portion of Carl Road</u></p> <p>That Planning and Development Department Report No. 2020-77, Subject: Public Information Report – Proposed Closing of a portion of Carl Road, be received for information.</p>	7
WCS MB EB RB GB FD AD DK HW	2.	<p><u>Engineering and Operations Department, Engineering Division, Report 2020-73, Subject: Michener Municipal Drain</u></p> <p>That Engineering and Operations Department, Engineering Division, Report No. 2020-73, Subject: Michener Municipal Drain, be received for information; and</p> <p>That staff be directed to advance the Michener Municipal Drain Engineer's Report to a Meeting to Consider, as per section 41, Chapter D. 17 of the <i>Drainage Act</i>.</p>	15
WCS MB EB RB GB FD AD DK HW	3.	<p><u>Engineering and Operations Department, Engineering Division, Report 2020-74, Subject: Billing of the Beaver Dam Municipal Drain Maintenance</u></p> <p>That Council of the City of Port Colborne receives Engineering and Operations Department, Engineering Division, Report No. 2020-74, Subject: Billing of the Beaver Dam Municipal Drain Maintenance; and</p> <p>That the billings for the Beaver Dam Drain be billed in accordance with the <i>Drainage Act, R.S.O., 1990</i>, as detailed in the attached assessment schedule.</p>	115
WCS MB EB RB GB FD AD DK HW	4.	<p><u>Engineering and Operations Department, Engineering Division, Report 2020-78, Subject: Billing of the Marsh Municipal Drain</u></p> <p>That Council of the City of Port Colborne receives Engineering and Operations Department, Engineering Division Report No. 2020-78, Subject: Billing of the Marsh Municipal Drain for information; and</p> <p>That the billings for the Marsh Municipal Drain be billed out in accordance with the <i>Drainage Act, R.S.O., 1990</i>, as detailed in the attached assessment schedule.</p>	125

WCS RB AD	MB GB DK	EB FD HW	5.	<p><u>Planning and Development Department, Report 2020-39, Subject: Sale of Vacant Land, Part Lot 26, Concession 2</u></p> <p>That Council declares Part Lot 26, Concession 2 as surplus to the City's needs; and</p> <p>That the City enters into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for the purchase price of \$6,500 plus HST; and</p> <p>That the Mayor, Clerk and City Solicitor be authorized to sign and execute any and all documents respecting the sale of these lands.</p>	131
WCS RB AD	MB GB DK	EB FD HW	6.	<p><u>Planning and Development Department, Report 2020-38, Subject: Short Term Rentals</u></p> <p>That Planning and Development Department Report No. 2020-38, Subject: Short Term Rentals be received for information.</p>	139
WCS RB AD	MB GB DK	EB FD HW	7.	<p><u>Corporate Services Department, Report 2020-79, Subject: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program</u></p> <p>That Corporate Services Department Report 2020-79, COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program be received; and</p> <p>That the Director of Corporate Services be given delegated authority until October 30, 2020 to provide interest and penalties relief in accordance with Report 2020-79; and</p> <p>That By-law 6746/110/19, 3151/22/95, and 3424/6/97 be amended by Council and signed by the Mayor and City Clerk.</p>	161
WCS RB AD	MB GB DK	EB FD HW	8.	<p><u>Chief Administrative Officer Department, Report 2020-82, Subject: COVID-19 Update #3</u></p> <p>That Chief Administrative Officer Report No. 2020-82, Subject: COVID-19 Update #3, be received for information; and</p> <p>That the Chief Administrative Officer be directed to arrange for the Port Colborne Community Bus to resume service on June 29, 2020 on a reduced schedule.</p>	173

173W CS RB AD	MB GB DK	EB FD HW	9.	<p>Corporate Services Department, Clerks Division, Report 2020-83, Subject: Procedural By-law Amendment: Electronic Participation in Closed Sessions of Council</p> <hr/> <p>That Corporate Services Department Report 2020-83, Procedural By-law Amendment Electronic Participation in Closed Sessions of Council be received; and</p> <p>That the Procedural By-law be amended to allow electronic participation of Council members in closed sessions of Council; and</p> <p>That the necessary by-law be approved by Council and signed by the Mayor and City Clerk.</p>	181
WCS RB AD	MB GB DK	EB FD HW	10.	<p>Community and Economic Development Department, Parks and Recreation Division, Report 2020-81, Subject: Concrete Resurfacing – Vale Health and Wellness Centre Capital Improvement</p> <hr/> <p>That the Parks and Recreation Division and Facility Maintenance Division be authorized to proceed with the concrete floor resurfacing in common areas, and in Rinks 1 and 2 at the Vale Health and Wellness Centre, as outlined in Community and Economic Development, Parks and Recreation Division Report 2020-81; and</p> <p>That the project funded through the postponement of other Parks and Recreation Division capital projects previously approved for 2020 but put on hold as a result of COVID-19 (totalling \$98,586), with the remaining funds allocated from capital reserve; and</p> <p>That in the event no company can meet the timeline and approved dollar figure Staff identify the projects listed for postponement will remain funded as previously approved; and</p> <p>That the Chief Administrative Officer, Director of Engineering and Operations and Treasurer be authorized to award the project with a budget upset limit of \$119,000.</p>	185
Miscellaneous Correspondence					
WCS RB AD	MB GB DK	EB FD HW	11.	<p>Julia Baldesarra, Community Relations Consultant, Hydro One Networks Inc. Re: Hydro One: C1P Refurbishment Completion</p> <hr/> <p>That the correspondence received from Julia Baldesarra, Community Relations Consultant, Hydro One Networks Inc. Re: Hydro One: C1P Refurbishment Completion, be received for information.</p>	189

Outside Resolutions – Requests for Endorsement
Nil.
Responses to City of Port Colborne Resolutions
Nil.

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

By-law No.	Title
6790/40/20	Being a By-law to Amend the Assessment Schedule, to Levy the Actual Costs Incurred, for the Maintenance of Drainage works known as the Beaver Dam Municipal Drain
6791/41/20	Being a By-law to Amend the Assessment Schedule, to Levy the Actual Costs incurred, for the Maintenance of Drainage works known as the Marsh Municipal Drain
6792/42/20	Being a By-law to Amend By-law No. 3151/22/95, as Amended, A By-law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates
6793/43/20	Being a By-law to Amend By-law No. 3424/6/97, As Amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates
6794/44/20	Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade respecting Part Lot 26, Concession 2
6795/45/20	Being a By-law to Amend By-law No. 6250/76/15, Being a By-law to Govern the Proceedings of Council and Committee Meetings
6796/46/20	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 June 22, 2020

Report Number: 2020-77

Date: June 22, 2020

SUBJECT: Public Information Report - Proposed Closing of a portion of Carl Road

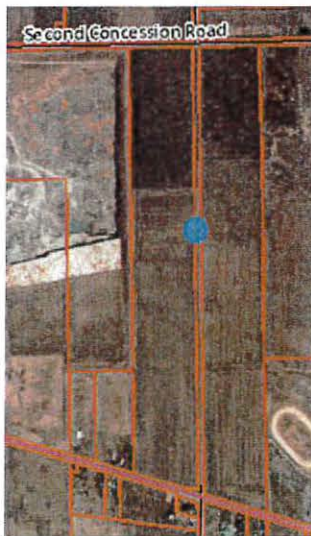
1) PURPOSE:

The purpose of the report is to inform Council of a proposal to stop up and close a part of Carl Road.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

On May 25, 2020, Council received Chief Administrative Officer Report No. 2020-66, Carl Road road allowance – Proposed Sale for information. The report informed that “in late 2019, the City was approached by Port Colborne Quarries with an unsolicited offer to sell the Carl Road road allowance to the company for their quarrying operations.”

The portion of Carl Road proposed to be closed is located between Second Concession Road and Highway No. 3 and is identified with a blue circle on the image below:



The portion is described as Part 1 on Plan 59R-16702 and is located between Lot 18 and 19, Concession 1. The portion is an unopened or maintained road allowance having a width of 20.17m (66') and is located outside of the Urban Area Boundary on Schedule A to the Official Plan.

3) STAFF COMMENTS AND DISCUSSIONS

The public will first have an opportunity to voice any objections to the proposed closure prior to Council's future consideration. Notice has been advertised for four consecutive weeks as per City Policy in the Niagara This Week beginning on May 28, 2020.

As of June 12, 2020, Staff have received three (3) comments in opposition. These comments are attached in Appendices B-D and will be addressed when Staff brings forward a future recommendation report on the proposed closure of Carl Road and its sale.

Upon receiving Chief Administrative Report No. 2020-66 at the Council meeting on May 25, 2020, a question regarding the significance of a wooded area was raised. Staff informed Council that a Provincially Significant Wetland (PSW) is identified and located in the area.

Below is an image of the PSW:



Staff will provide Council with a recommendation report for its consideration after having received comments during the public meeting.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

Not applicable. This report is for informational purposes only.

b) Other Options

Not applicable. This report is for informational purposes only.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A - Reference Plan 59R-16702
Appendix B - Comments from Morgan Cooper
Appendix C - Comments from Beth Palma
Appendix D - Comments from Steven Rivers

7) RECOMMENDATION

That Planning and Development Department Report No. 2020-77, Subject: Public Information Report - Proposed Closing of a portion of Carl Road be received for information.

8) SIGNATURES

Prepared on June 12, 2020 by:



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

Reviewed and Respectfully Submitted:



C. Scott Luey
Chief Administrative Officer

Good afternoon,

I have seen the post regarding the public meeting to consider the sale/closure of Carl Road south of 2nd Concession as well as the invitation to submit to you my comments.

If I am to understand the situation correctly. Port Colborne Quarry owns the land on either side of Carl Road south of 2nd Concession. They would like to purchase this section of road to create seamless passage between their two properties. Their argument is that no one uses this section of road and there are no residential properties associated with it, so it makes little difference if they own it or the City of Port Colborne owns it.

Three concerns immediately came to mind when I read this notice.

1. There is a section of protected wetland that is not included in sale but will be affected by PCQ activities. PCQ has proven themselves indifferent when it comes to environmental protection in the past which leaves little reason to expect them to respect this protected area in the future. Port Colborne should be as committed to conserving and protecting its wetlands as it is about conserving and protecting its agricultural lands. At the very least an independent environmental study should be conducted to ensure this wetland area is preserved.
2. On principle the City of Port Colborne should not be selling land designated for current or future road use to private owners. Carl Road remain available to be opened and maintained should the residents of Port Colborne require in future.
3. Of all the cities that make up the Niagara Region Port Colborne holds the most restrictions for what a land owner can do with their private property. Why is it that the same level of nonsensical rigidity is not applied to proposals made by PCQ?

I will be following this proposal and am optimistic that the City of Port Colborne will consider long term harm caused and precedence set should they allow this proposal to be accepted.

Kindly,

Morgan Cooper
755 Chippawa Road
Port Colborne, Ontario

Dear Mr. Aquilina,

I write to you in regard to the City's proposal to close and sell Carl Road from Hwy #3 to 2nd concession. The north end of this ROW divides a Provincially Significant Wetland (PSW). The EAC submitted a Wetland Protection Position Paper to Council in 2016 and it was accepted on June 25, 2018. I would like to remind you of this commitment. The MNR and NPCA recognize the Carl Road wetlands as PSWs. In addition to the fact that PSWs should not be disturbed, I would think that an EIS should be performed, and I believe that the City is also undertaking an engineering study of that municipal drain and therefore should wait until that is completed before making any decisions on the R-o-W to be able to understand whether there would be implications for other property owners.

I fully expect that the City will honour its commitment to the Wetland Protection Position Paper that they endorsed for such a circumstance as this.

Yours in sharing responsibility for the environment,

Beth Palma, Chair, Port Colborne EAC.

I think the City should hold off on selling the R-o-W until an EIS is carried out vis-a-vis the woodland / floodplain.

I believe the City is also undertaking an engineering study of that municipal drain and should wait until that is completed before making any decisions on the R-o-W to be able to understand if there would be implications for other property owners.

Steven Rivers

South Coast Consulting
Land Use Planning & Development Project Management
189 Clare Avenue
Port Colborne, ON L3K 5Y1
Email: steven.p.rivers@gmail.com

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Report Number: 2020-73

Date: June 22, 2020

SUBJECT: Michener Municipal Drain

1) PURPOSE

This report, prepared by Alana Vander Veen, Drainage Superintendent, and authorized by Chris Lee, Director of Engineering and Operations, has been initiated in response to the final delivery of the Michener Municipal Drain Engineer's Report, as prepared by Paul Marsh, P. Eng of EWA Engineering Inc. This drain is situated wholly in the City of Port Colborne in Lot 21 Concession 1, with its watershed extending from Lots 19 to 22 all within Concession 1, locally described as the area north of Lakeshore Road East, near Lorraine Road. The purpose of this report is to provide Council with an update on the Engineer's Report and requisite actions pertaining to the Meeting to Consider.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Further to Engineering & Operations Report No. 2018-103, which presented Council with the background and rationale leading up to the appointment of the current engineer to complete the new Engineer's Report for the Wignell, Michener and Beaverdam Municipal Drain, the following update is provided.

Current information indicates that the earliest record of the Michener Municipal Drain dates back to 1855 in a judge's notation from the April 26, 1896 judgement in Fredericka Sprock vs. Geo. Ross' Report/Award. The Michener Drain, being a contributor to the Wignell Municipal Drain, has undergone several changes and reports since 1855 including the deepening of the outlet and main Wignell Channel, widening of the drain, and implementation of a gate structure on the Wignell Drain. As far as it is known, the Michener Drain is still in the original location since the creation of this drain.

The Michener Drain proper, has experienced little changes and minimal need for a new report with a few exceptions:

- the separation from the Wignell Drain into its own report;
- severance of land which requires an updated assessment schedule; and
- a slight boundary adjustment of the watershed.

The Michener Drain has always been considered and reported as a branch drain under the Wignell Drain Report. This is the first time that the Michener Drain is being considered through its own report, although still outletting into the Wignell Drain. All land within the Michener Drain will still be assessed for its portion of the Wignell Drain. This step has been taken to ease the public process with intentions of expediting works should one drain be more contentious than the remaining overall watershed.

The Michener Drain is best described as an open channel ditch with an overall length of 1722 m, servicing a total area of 134.59 hectares. Included in this watershed are three distinct catchment areas, one, for the main branch, and two, additional branch drains that have been field existing for a number of years yet have never been adopted as part of a municipal drain until now. The main branch is a relatively straight line from Lakeshore Road East, northerly to the Friendship Trail, whereas Branch Drain #1 collects runoff from Lakeshore Road East closer to Lorraine Road and Branch #2 collects runoff from Lorraine Road south of the Friendship Trail.

For these reasons, and the reason of requiring a new assessment schedules, this report has been revised again in 2020. The final version of the Engineer's Report by EWA Engineering Inc. was delivered to the City of Port Colborne on May 21, 2020 and subsequently filed with the City Clerk on June 11, 2020.

3) STAFF COMMENTS AND DISCUSSIONS

Since the appointment of Paul Marsh, P. Eng of EWA Engineering in 2018, Mr. Marsh, has completed a full hydrological and hydraulics study of the Wignell Municipal Drain watershed allowing for a comprehensive analysis of each sub-watershed. Additionally, as a precursor to the Michener Report, a baseline report was written and submitted on November 21, 2018. The Baseline Report reviewed any existing concerns of the watershed as well as established the direction of service that was required.

On October 24, 2018 the first Public Information Center (PIC) was held to introduce the newly appointed Engineer to the property owners within the watershed. Mr. Marsh explained where he had started with the project and collected information from concerned residents.

After processing concerns from the previous meeting and preparing to finalize said concerns, a second PIC was held on March 7, 2019. Again, Mr. Marsh explained to those in attendance the solutions and the next steps.

A final public meeting for the watershed was held on November 12, 2019 to provide an estimate to the rate payers of the watershed and an option to provide final comments before completion of the report. From that meeting, a critical design change was required adding to the length of time required to complete the report. It is currently believed that all issues have been resolved.

The new Engineer's Report as it currently stands, indicates a total estimated cost of \$199,021.32, for the construction of the Michener Municipal Drain including the engineering, administration, interest and HST (net). The total estimated cost of construction for the drain is \$111,160.52, with the balance of \$87,990.88 for engineering and administration. Of the total estimated cost for the construction, the estimated amount of the City's portions for municipal properties is \$40,242.95.

As outlined by the *Drainage Act*, the advancement of this report to the Meeting to Consider then initiates the obligations of the public process, including mailing each owner of the watershed and more importantly public meetings. At this time, due to the COVID-19 pandemic and recommendations by public health, it is undetermined as to

when this sequence of events can take place. As this report has been prepared and submitted to the City Clerk, it is the obligation of Staff to present this report for information purposes with the intent to proceed forward as soon as possible.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

Doing nothing is not an option as the City is mandated by the *Drainage 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 in turn allows staff to provide a reasonable level of service moving forward.

All administration and financing will be 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 City of Port Colborne property owners, according to the assessment schedule contained within the report. There will be some assessment to the general levy for City roads and properties within the watershed.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

No Strategic Planning currently exists for Municipal Drain Maintenance. This project is in compliance with all City legislative requirements.

6) ATTACHMENTS

Appendix A – Copy of the EWA Engineering Inc., Michener Municipal Drain Report, dated May 7, 2020.

7) RECOMMENDATION

That Engineering and Operations Department, Engineering Division Report No. 2020-73 Subject: Michener Municipal Drain, be received for information; and

That staff be directed to advance the Michener Municipal Drain Engineer's Report to a Meeting to Consider, as per section 41, Chapter D.17 of the *Drainage Act*.

8) SIGNATURES

Prepared on June 11, 2020

Reviewed by:



Alana Vander Veen
Drainage Superintendent

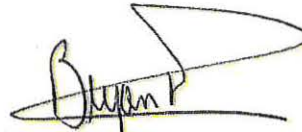
Chris Lee
Director of Engineering & Operations

Reviewed and respectfully submitted by:

Reviewed by:



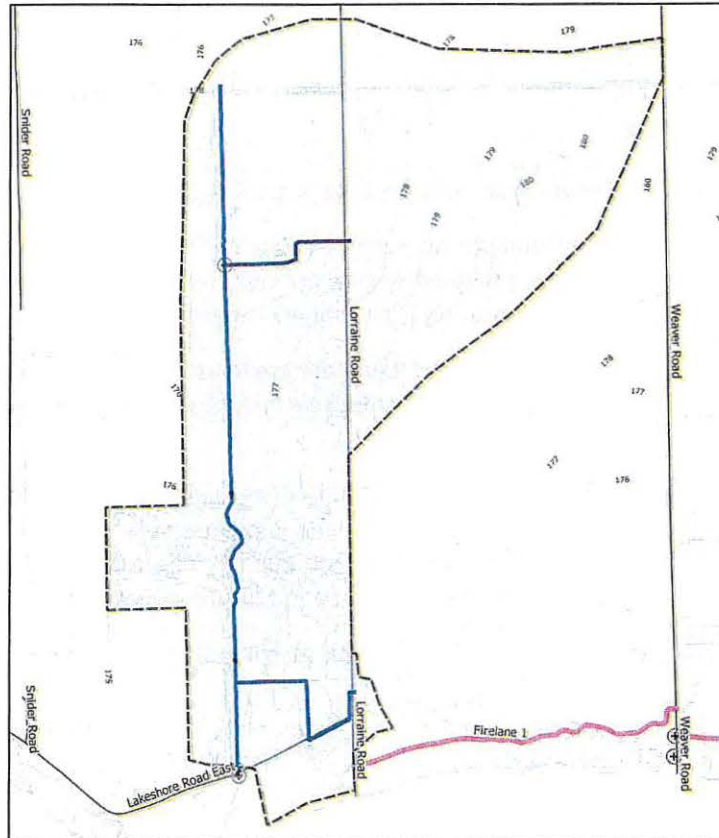
Scott Luey
Chief Administrative Officer



Bryan Boles
Director of Corporate Services



Michener Municipal Drain Report



May 7, 2020

Project No: EWB-189999

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EWA Engineering Inc.

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647.400.2824

www.ewaeng.com

May 7, 2020

Attention: Alana Vander Veen
Drainage Superintendent
City of Port Colborne
1 Killaly Street West
Port Colborne, Ontario
L3K 6H1
alanavanderveen@portcolborne.ca

Dear Ms. Vander Veen:

We are pleased to present our final report for the Michener Drain.

From the first point of opportunity to work with the City of Port Colborne, this assignment has been interesting and challenging. We prepared several options and analysis in consultation with yourself and local residents to identify a preferred solution that we expect will meet the projects's requirements.

This Drain has a significant history behind it and the previous work done by other Engineering companies created a unique challenge to compose a final report based on new analysis of opportunities for maintaining the drain and improving it.

Our report identifies design improvements that will increase the drain's function through maintenance activities, through maintenance of design grade and implementation of flow control structures at key points. The addition of two new Branch Drains from the City's Section 4 petitions have been achieved through design documents, assessment schedules and future maintenance provisions.

Thank you for relying on EWA Engineering for this assignment.

Yours truly,



Paul C. Marsh, P.Eng.

Principal Engineer
EWA Engineering Inc.

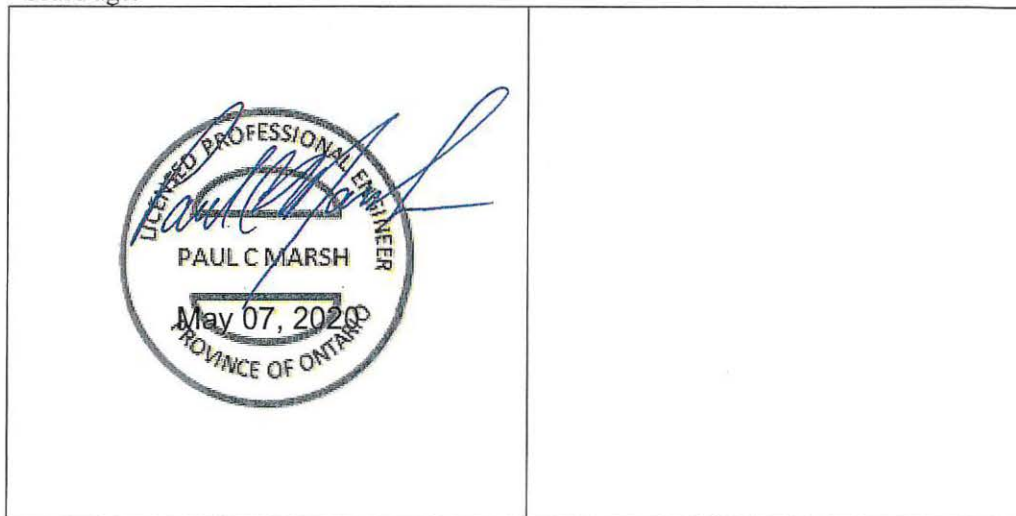
Revision and Version Tracking

Title: Michener Drain Report
Submission Date: May 7, 2020

Version #	Issued As:	Prepared by	QA/QC	Editor	Date:
103	Adjusted for Final	P.Marsh	AVA/CL	P.Marsh	May 6, 2020
102	Issued as Final	P.Marsh	AVA	P.Marsh	March 31, 2020
101	Revised as Final	P.Marsh			Jan. 31, 2020
100	Issued as Final	P.Marsh			October 9, 2019
97	97% Issued For Checking	P.Marsh			Oct. 2, 2019
95	95% Issued For Review	P.Marsh		P.Marsh	April 5, 2019
070	70% Issued For Review	P.Marsh		P.Marsh	
025	25% Outline IFR				Sept. 18, 2018

FileName: 189999_Michener_DrainReport_103

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The conclusions, analysis and interpretations are based on the data and information available and in the condition and accuracy provided. EWA Engineering assumes no responsibility for data provided by others and has not reviewed nor verified the reliability, accuracy or representation of the data provided.

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Appendix B: Specifications

Appendix C: Cost Estimates & Assessment Schedules

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1 Executive Summary

The Michener Municipal Drain is located in the Eastern portion of the City of Port Colborne. It has an outlet into the Wignell Drain, immediately north of Lakeshore Rd. East and the drain currently ends just north of the Friendship Trail.

The City of Port Colborne retained Paul Marsh, P.Eng of EWA Engineers Inc. to prepare a Drainage Report under the Drainage Act R.S.O. 1990 for the Michener Drain.

The report includes a description of all work, and associated plans, cost estimates, and assessment schedules for the proposed work on the existing Michener Drain as well as for the proposed Branch Drains. The report has been prepared in accordance with the requirements of the Drainage Act, Chapter D.17 of the Revised Statutes of Ontario, Sections 4 and 78.

The proposed improvement work for the Michener Drain is prepared as a Section 78 (1.1) of the Drainage Act. The works are described as maintenance; including the rebuild of a sedimentation basin south of the golf course property.

The identification of the 2 existing channels as Branch Drains are being prepared under Section 4 of the Drainage Act.

This report has identified a series of drain improvements that include drain maintenance to ensure suitable channel design flows are achieved. The drain improvements have been developed through plan and profile drawings.

The following are summary descriptions of the planned improvements:

1. A specific program of work for channel improvement for the Michener Drain involving vegetation removal and re-grading to design grade line from 0+700 to 1+700. The existing grade line is being confirmed by grading work instead of being altered.
2. Spot Vegetation removal and basic maintenance at the outlet. Re-instatement of the identified sediment basin shown in the RVA drawings of Nov. 1996.
3. Inclusion of an original private drain as part of the Municipal Drain identified as Michener Branch Drain #2. This drain ensures the Lorraine Rd. Culvert CS-101 has a suitable outlet. Clearing and confirmation of grades are planned west of the existing pond. Upstream of the pond is minimum except spot clearing of fallen trees impacting the drain.
4. An original private drain previously crossing farmland is to be converted to Michener Branch Drain #1 that provided an outlet to roadway culverts on Lorraine Rd. and Lakeshore Rd. East. The proposed drain is to be open channel with a bottom tile for portions of the drain. The tile has a lower road crossing elevation with Lakeshore Rd. East culvert remaining for storm roadway runoff.

The following is a summary of the project financial values as prepared in the attached Assessment Schedule included in Appendix C.

Table 1 Michener Drain Costs

Items	Costs
Estimated Costs	\$ 93,860.80
Eligible Administration Costs	\$ 87,990.88
Calculated Allowances	\$ 17169.64
Total:	\$ 199,021.32

The Michener Drain is organized into three distinct catchment areas as follows:

- Branch Drain #1 serving 9.0Ha with a total open and closed conduit drain length of 505m.
- Branch Drain #2 serving 30.7Ha with an open channel drain 344m.
- Michener Drain serving 94.8Ha, (134.59Ha total catchment) with an open channel drain with several private crossings over 1728m in length.

Assessment Summary is as follows:

Benefit Assessment (Section 22)

Michener Branch Drain #1	\$3,673.00
Michener Branch Drain #2	\$4,845.00
Michener Drain	\$ 0.00
Total - Benefit Assessment (Section 22)	\$8,518.00

Outlet Liability Assessment (Section 23)

Michener Branch Drain #1	\$29,827.28
Michener Branch Drain #2	\$26,463.48
Michener Drain	\$119,512.13
Total - Outlet Liability Assessment (Section 23)	\$175,802.89

Special Benefit Assessment (Section 24)

Michener Branch Drain #1	\$0.00
Michener Branch Drain #2	\$0.00
Michener Drain	\$6,110.00
Total - Special Benefit Assessment (Section 24)	\$6,110.00

Special Assessments (Section 26)

Michener Branch Drain #1	
City of Port Colborne	\$6,590.43
Enbridge	\$2,000.00
Michener Branch Drain #2	\$ 0.00
Michener Drain	\$ 0.00
Total - Special Assessments (Section 26)	\$8,590.43

Total Assessment of Costs \$199,021.32

This report and the proposed improvements are based on instructions from the City of Port Colborne and in consultation with the local landowners. The cost of these improvements is shared across all areas that use the Drain by way of allowances and assessments consistent with the Drainage Act of Ontario.

2 Introduction

The City of Port Colborne retained Paul Marsh, P.Eng of EWA Engineers Inc. to prepare a Drainage Report under the Drainage Act R.S.O. 1990 for the Michener Drain.

In addition to the Michener Drain Report, there are other Drain Reports being prepared concurrently and they are:

- Wignell Drain, outlets to Lake Erie across Lakeshore East Rd. and proceeds northerly for 7.2km.
- Port Colborne Drain, outlets to the Wignell at 2+062 South of the Friendship Trail and proceeds northerly for 3.3km ending at or near the Second Concession Rd.

This report includes a description of all work, and associated plans, cost estimates, and assessment schedules for the proposed work on the existing Michener Drain as well as for the proposed Branch Drains. The report has been prepared in accordance with the requirements of the Drainage Act, Chapter D.17 of the Revised Statutes of Ontario, Sections 4 and 78.

The proposed improvement work for the Michener Drain is prepared as a Section 78 (1.1) of the Drainage Act. The works are described as maintenance; including the rebuild of a sedimentation basin south of the golf course property.

The identification of the 2 existing channels as Branch Drains is prepared as a Section 4 of the Drainage Act based on a petition for sufficient outlet by the Road Authority, which is the City of Port Colborne. The petition forms for Section 4 are available on request to the City of Port Colborne, Drainage Superintendent A. Vander Veen.

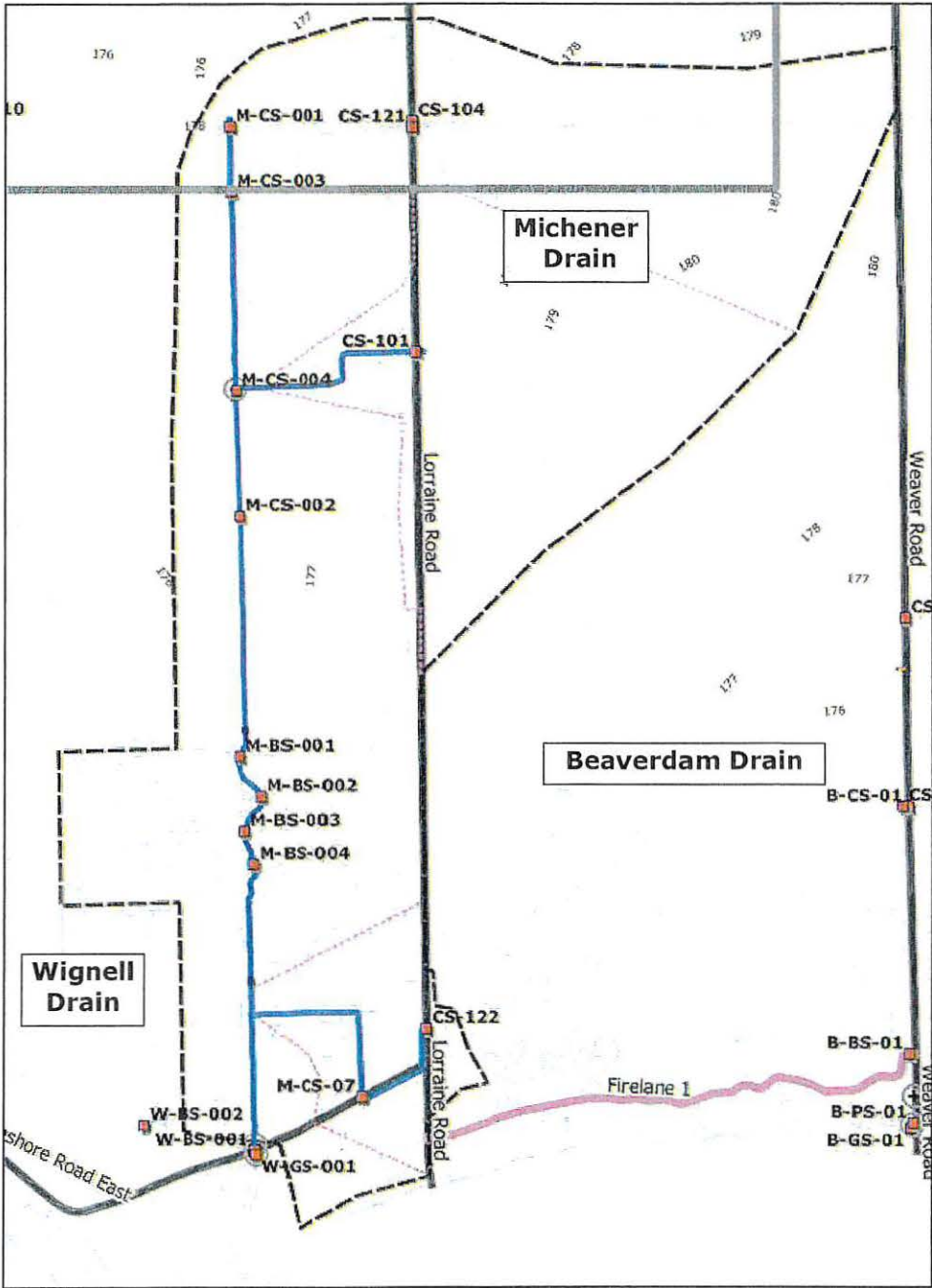


Figure 1 Municipal Drains - Michener Boundary

2.1 Objective

The Michener drain dates back as far as 1855 with the most current report dating back to July 28, 1978 which was adopted through Bylaw #773/89/78. The objective of this new report is to maintain the existing drain in a State of Good

Repair (SOG). The drain has been impacted by changes in land use practices that affect their function. The drain capacity is degraded through growth of vegetation within the banks of the drain.

There are specific new channels proposed to improve drain function.

2.2 Drain History and Past Reports

The Michener Drain Engineer's Report is prepared as follows:

- Baseline Drainage Report; provides an assessment of current drainage problems and identifies the extent of the drainage area to be serviced by the municipal drain. Baseline report includes a history of drainage and presents past design information such as grade lines.
- Wignell Watershed Assessment Report; provides an assessment of existing capacity through the use of hydrologic and hydraulic modelling which identifies the options for resolving problems and recommends a preferred option to improve drainage.

The final Engineer's Report is composed of the two previous reports along with supporting documentation and final drainage cost estimates and assessment schedules.

2.3 Michener Drain Watershed

The Michener Drain Watershed is composed of a single distinct municipal drain that outlets to the Wignell Drain just north of Lakeshore Rd. East. The Michener Drain is 1728m open channel with a predominate top width of 2.5m, with the lower portion dominated by golf course operations and the upper portion agriculture land uses. The Michener drain serves an area of 135 hectares based on the defined drain boundary, refer to Figure 1 Municipal Drains - Michener Boundary.

The watershed boundary is north of the Friendship Trail with a high point of 178m. The upper portion of the drain is a narrow fringe of drainage area north of the Friendship Trail extending eastwards to Weaver Rd. The Michener outlet is just north of Lakeshore Rd East at the Wignell drain and is influenced by the change in Lake Levels. The recorded average lake level is given as 174.15. The lake level fluctuates and for 2018 and 2019 had monthly averages as high as 174.7m, which is higher than average and influences the water surface profile through the Michener Drain.

- Watershed average fall (slope) is given as 0.22% or 2.2m per 1000m
- Drain average fall (slope) is given as 0.13% or 1.30m per 1000m

This slope characterises the Michener drain as low slope or slow watershed. The Michener drain can be segregated into a few distinct geographic areas.

- Outlet; this area starts at station 0+000 chainage marker and is the outlet to the Wignell drain. The outlet is influenced by the water surface elevation in the Wignell drain and is defined by significant vegetation growth for the drain's first 50m.
- From station 0+050 to 0+300 Drain reach to outlet. This portion of the drain lies below the golf course and is a ditch with defined banks that runs to the outlet. Bank full or top width is approximately 4m.
- From station 0+300 to 0+695 Golf course; this reach is heavily managed by the golf course. Includes, pumping to reverse flow to irrigation ponds, changed bridge to culvert, vegetation removal, etc.
- From station 0+695 to 1+728 main drain ends; largely agriculture on either side of the drain but with an identified regulated wetland to the West starting at 1+000 and the drain is vegetated with undergrowth between banks and either side. Above 1+400, the drain has agricultural fields on either side.

Portions of the drain have become overgrown, degrading the performance of the drain throughout the drainage area. Along with physical changes to the Drain needed for continued service have necessitated a new Engineer's report be prepared under Section 78 of the Drainage Act R.S.O. 1990 and that the City petition for new works on this drain under Section 4 of the Drainage Act R.S.O. 1990.

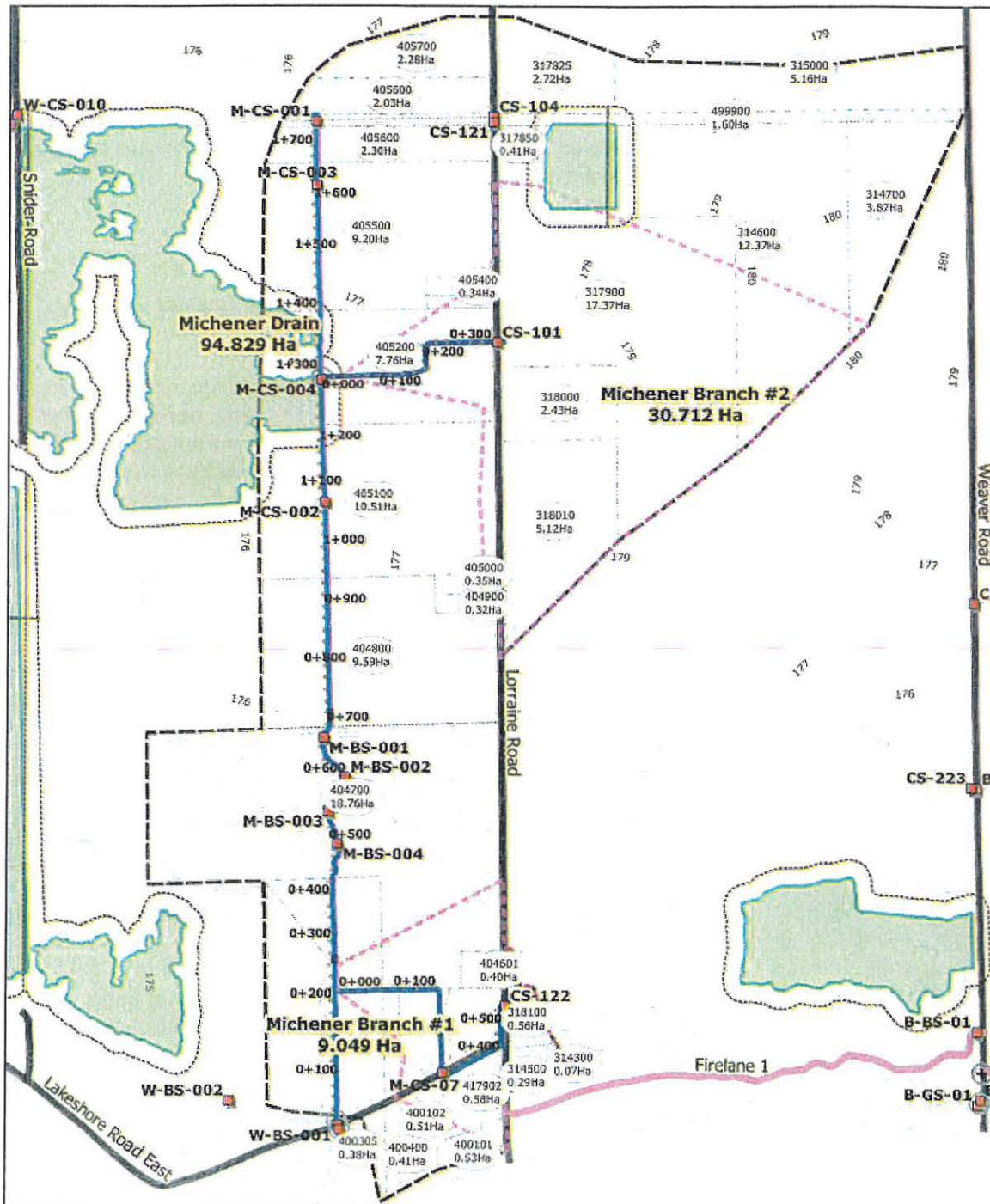


Figure 2 Michener Drain and Proposed Branches

A large format map is included in Appendix A that includes the Wetland boundaries and 30m buffer.

3 Design Considerations

The analysis of the Wignell Watershed is based on Hydrologic and Hydraulic analysis to predict runoff flow requirements and to match channel capacity. Water monitoring and gauge measurements have not been practiced in the past and thus calibration or validation of the computer based model results is limited to historical anecdotal comparisons.

3.1 Watershed Characterization and Use

The Michener Drain Watershed is characterized through land use as a design consideration in the following ways:

1. The upper portion of the drain land use is Agriculture with mainly row crops; soya, corn or cereal grains grown. The design service level for agricultural land is flooding with low velocities and drainage of ponding areas of 48 to 72 hours. Drainage is provided to improve working time and to avoid long term submergence leading to crop drowning.
2. Fringe or rural residential is the other major land use with estate lots with houses, buildings, wells and septic beds. Urban expectations of no ponding on residential lots in rural areas can not be met without extensive costs. Acceptable flooding without damage to property contents is the reasonable design service level similar to Agricultural service levels.
3. Whiskey Run Golf Course (WRGC) makes up a significant portion of the drainage area and the golf course operations affect the drain through irrigation and crossings. The WRGC has several permits to take water granted from the MOE that operate on the Wignell Drain but impact the Michener Drain. Past practice indicates the golf course conducted works on the Drain and may have impacted the identified sedimentation pond shown on the plans that were issued to introduce a sinusoidal pattern into the Drain, (Plan dated Nov. 15, 1996)
4. Michener Outlet. The primary design service level for the outlet is merely to have a positive slope to the Wignell Drain with clear and clean flow path to the outlet.

3.2 Former drain changes

The Michener Drain has been in use for a very long time. Over that time, changes have occurred and been abandoned. The description of these changes can be referenced in the Baseline Report.

4 Drain Works Recommendations

4.1 Design Criteria

Channel size is confirmed to be based on a 1 in 5 year return period storm, which is expressed as a design storm as follows:

- 5-year cumulative storm with a total rainfall amount of **68.90 mm** using a SCS Type II **24-hr** storm distribution.

The design storm is used to forecast a predicted runoff for identified catchments. Each channel section is designed to convey this runoff.

There are areas that owners have identified as wet and needing drainage. These problem areas are identified for service with underground based piping. Tile Polyethylene Pipe (PE Tile) is below an open channel, which will have conveyance for the design storms. The PE Tile does not meet these design storm criteria but provides post storm drainage in those problem areas. The design storm was based on the IDF curves for Port Colborne.

4.2 Description of the Works

The following presents a program of proposed improvement works for the Michener Drain. As a program, some works are staged at various times and may not proceed in a step by step manner but on a as and when available basis that best meets environmental and regulatory requirements.

4.2.1 Michener Drain Flow Improvement

The primary function of the proposed works for the Michener drain is maintenance of channel section and reduction of flow restrictions. This is for two key restoration efforts as follows:

Restoration works #1 is the removal of vegetation between top of bank to top of bank. This removal is targeted at tree and shrub growth that limits or could obstruct primary flow paths. Every effort to retain trees, not in the channel, and under story growth will be made to reduce environmental impacts of the maintenance work. A work zone is required for the channel improvements and this will be minimized but will remove trees and understory growth.

Restoration works #2 is to remove any deposition humps or deviations that are impeding flow. This does not include any changes to grades that were previously over excavated, past the calculated grade line, but does include channel bank

stabilization where slips or excessive erosion is evidenced during the restoration works #1. Channel restoration is done from one side with effort to reduce existing stable bank cover damage on the opposite side of the work zone.

Most of the proposed work for the Michener Drain is to re-establish the original drain capacity and function through the cutting of trees and vegetation that has grown up through the drain. The following figure illustrates a typical cross-section view of the work and work zone required to do the work.

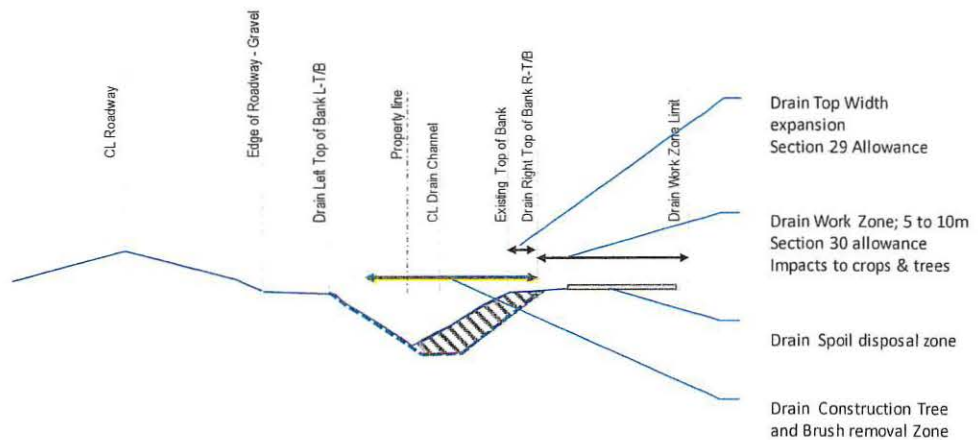


Figure 3 Typical Drain Work and Work Zones

With the main work program the original drain is cleaned down to the proposed grade line and a specific capacity is achieved through removal of soil to the design bottom width and one bank. It is beneficial to only disturb one bank and leave low vegetation in place. Trees through the drain top of bank (T/B) to top of bank (T/B) are removed leaving stump and roots in place if the removal negatively impacts the grade.

Living trees that are removed from the work zone are eligible for the canopy preservation program, replacement of 2 saplings for each removed tree with a DBH of 150mm or greater. Trees within the established banks, top of bank to top of bank, are not eligible unless for a new drain or a re-located drain.

4.2.2 Michener Branch Drains

There are two proposed branch drains identified on the design plans. Branch Drain #1 is an existing channel that flows water from East of Lorraine Rd. and South of Lakeshore Rd East that is clearly visible in the 1934 aerial photography of the area. This originally was an open channel that served an agricultural use, which has now converted to rural residential and golf lands.

Branch Drain #2 is an existing channel that provides outlet to lands East of Lorraine Rd. This channel has existed for a long time and is also visible in the

1934 aerial photo showing the existing pond midway between the outlet and Lorraine Rd. on a bend in the drain. Evergreen Trees outside the top of bank have been planted along the portion East of the pond and West of Lorraine Rd. The large mature trees are outside of the existing top of banks and will remain. One tree has toppled and the roots impact the channel definition, which is to be addressed by cleaning of this section of drain to re-establish the channel.

4.2.3 Municipal Crossings

The drain crossings, Private and Right of Way are shown in Figure 1. Lorraine Rd. presents a barrier to sheet overland flow and the road authority has established several road crossing culverts. These are not part of the drain as their flow is collected within the roadside or Right of Way and there after is conveyed to an outlet. There are three key municipal crossings.

- Lorraine Rd. Culvert CS-101 is an existing culvert currently outlets through a private drain, which the Road Authority has requested be made a Branch Drain (#2) to ensure a SOGR is achieved for the outlet.
- Lorraine Rd. Culvert CS-122 is an existing culvert that outlets flows from the East to Michener through an existing open channel. This is proposed as Michener Branch Drain #1
- Lakeshore Rd. East. Culvert M-CS-007 is an existing roadway culvert that has been the subject of conflict for drainage performance between north and south property owners. This culvert outlets to the open channel drain and is to be converted into a buried pipe to Michener Branch Drain #1.

The Friendship Trail, formerly CNR, is a significant barrier to overland flow and there is a major culvert crossing for flows to pass through the Trail into the Drain. The culvert crossing the Friendship Trail is identified as part of the Drain, while the channels to the North are considered part of the Friendship Trail ROW and not part of the drain.

4.2.4 Private Crossings

There are several private crossings identified on the Main Branch of the Drain as it bisects the agricultural lands. There are also four crossings identified through the golf course lands. The golf course crossings are predominately bridge decks with minimal piers and a replaced new CSP culvert that is undersized and to be replaced by double wall HDPE culvert sized for the design flow.

The farm immediately north of the Golf course has possessed a crossing that is identified as too narrow and fallen into disrepair. The farmer is or has established a fording located to the north property limits. This is to be replaced with a combination sediment basin and crossing located at the South limit of the farm north of the golf course.

4.2.5 Utility Conflicts & Coordination

Utility conflicts may exist with Gas lines and telecommunication lines as identified by the exchange of utility information. In particular, the placement of the proposed Ditch Inlets along Lorraine Rd. and Lakeshore Rd. East are to be field placed to minimize utility conflicts. Re-grading of the Roadside swales are to be positive to the Ditch Inlet.

4.2.6 Plans, Profiles & Specifications

The proposed Michener Drain works are described in the attached Plans, Profile drawings and Specific Design Drawing and Standard Detail Drawings attached as Appendix A.

Project Specifications are attached in Appendix B.

4.3 Construction and Constructability

The following describes the specific requirements for drain construction.

4.3.1 Vegetation Removal

Vegetation, specifically trees are to be cut down outside of any bird nesting periods. The remaining stumps are to remain in place unless they obstruct flow or they are Ash trees with re-growth from the lower trunk already established. In those cases, the stump will be ground down to match the existing channel section.

Tree removal within the Top of Bank to Top of Bank is to be 100 percent; however, tree removal within the work zone is at the discretion of the drainage superintendent while making every effort to preserve trees where possible. Where trees are removed in the work zone, they qualify for the tree replacement program as per the tree qualifying criteria.

Where a mature tree is already established and is an individual tree, it can remain on the work zone adjacent to the drain provided there is a working space to provide future maintenance to the drain.

Trees with a DBH greater than 150mm and alive, such trees will be replaced with 2 trees as saplings for future growth in lieu of a damage allowance for the existing tree that is removed. The tree that is removed will be provided to the owner as stacked branches adjacent to the drain and outside of the working zone along with the trunk. The owner shall be wholly responsible for the wood once cut.

New trees can be planted adjacent to a drain following two key criteria:

- The trees are planted back from the top of bank, (the exact distance is determined by tree type and local conditions).
- The trees are planted with adequate space to provide future maintenance access for the drain. Grouping of planted trees is encouraged given that the spacing of the trees and the arrangement permits future maintenance. This is accomplished by providing an angled approach along the tree edge line to the drain and increasing the tree plant density only as the distance from the drain increases.
- Individual hardwood trees may be allowed every 25m. Trees of any type shall not be planted within 6m of an existing drain (solid tile, wrap joints) or 4.5m from existing open drain.
- In certain circumstances where an owner owns property on both sides of the open drain, upon consultation with the Drainage Superintendent, a windbreak may be permitted on one side. On existing drains where windbreaks exist, costs due to trucking material will be the direct responsibility of the owner and not the upstream ratepayers.
- Replacement Trees will be selected from a list of available preferred species at the time of construction for owners eligible for replacements to select their preferred species. Species will be from the identified list of Carolinian species typical for the Region. Owners can select any location for the planting of replacement trees excepting within the work zone.

4.3.2 Spoil Material

Where specified, excavated spoil material shall be disposed of and levelled at a minimum of 2.5 m from the top of bank to ensure that sediment does not re-enter the drain. Spoil placed next to the drain shall be spread to permit access across the berm area and shall be placed to a maximum height of 0.6m. Spoil excavated along existing travelled road allowances, and on private property where requested, shall be disposed of by the Contractor off site. The cost of spoil trucked from the property shall be borne by the benefiting property owner.

Spoil shall be disposed of as noted in the description of the proposed work. Generally, the spoils will be disposed of adjacent to the drain unless otherwise specified. Should any property owner require that all or a portion of the spoil be trucked away from their property, the cost of trucking spoils shall be assessed 100% to the property owner requesting same and will not form part of the total cost of the drainage works. The cost of trucking away spoils from any future maintenance work will be assessed directly to the property owner requesting the same. Debris from vegetation removal will be disposed of in accordance with agreement of the property owner. Debris removal from the site is possible where the owner of the land agrees to pay for the removal.

With respect to the reaches of drain that are within travelled municipal road allowances, the spoil will be trucked away during both the initial construction

and any future maintenance work where there is no opportunity to dispose of the material on site.

Access channels shall be provided through the levelled spoil material at every location where existing drainage outlets are visible and/or identified during construction by the Drainage Superintendent. The invert of the access channels shall be consistent with the drain cross-section at that location.

Spoil excavated from the drain shall be levelled in a manner that is suitable for cultivation of crops where crops were previously cultivated. Where the drain is adjacent to a grassed area maintained by the owner, the spoil shall be levelled and re-seeded with grass so that the area is restored to a like or better condition than prior to construction.

4.3.3 Sediment Control Basins

The addition of sedimentation basins to the Michener Drain in two locations is done to assist with controlling sediment during maintenance and re-grading to the identified design grade line. Post – Construction these basins remain and continue to provide sedimentation control during precipitation events.

Sediment basins are to be constructed at the locations and to the specifications indicated on the attached drawings. The Contractor will maintain these sediment basins during construction, as directed by the Engineer and/or his designate. The basins are considered to be part of the Municipal Drain and will be maintained in future by the Municipality at the expense of all upstream land and roads owners herein assessed as shown on the attached assessment schedule. Properly maintained sediment basins reduce the incidents of drain maintenance clean out and therefore reduce overall maintenance costs for property owners. It is anticipated that basins will be inspected annually for an assessment of sediment depth and sediment removed where that depth exceeds half the constructed depth.

4.3.4 Revegetation

Drain banks and exposed soil areas within areas disturbed during the maintenance of the drain are to be seeded as quickly as possible by the contractor.

The drain banks should be seeded as quickly as possible after excavation of the existing and proposed channels, and the spoil should be seeded on the day of leveling. Seeding should take place in a manner that optimizes seed germination and establishment of vegetation prior to mid October and after late April.

Seed mixture used shall be applied at a rate of 40 kg/ha in the following proportions:

Creeping red fescue	20 kg	50%
Perennial rye grass	8 kg	20%
Birdsfoot trefoil	12 kg	30%
Total	40 kg/ha	100%

Through the golf course, the owner may choose an alternate re-seeding mix and/or restoration method at their preference and cost.

Where working zone adjacent to the drain is grass and this is affected by construction, this area shall be reseeded with a suitable grass mix to restore to a like or better condition.

4.3.5 Private Drain Connections

Where private connections are made to the Municipal Drain, the connections are to be compliant with the City of Port Colborne's standards connection designs. This includes the following connection types:

- Open channel connection – minimal allowance for grade and freeboard.
- Surface water flows – rip rap rock requirements for reducing or amending sites of potential or evident erosion.
- Tile drain connections – use of PE pipe to connect to a receiving channel.
- Berm and Orifice Flow Control - connections designed to control runoff to specified rates of flow.

Private connections are owned and the landowner is responsible for their construction and maintenance. Where a deficiency is identified by the Drainage Superintendent or Engineer, the landowner is to make good the connection. The landowner can accept to have work done by the City on their behalf to make good the connection based on a 50/50 cost sharing basis. Where the City identifies a deficiency and the repairs are not made by the landowner by the next cycle of drain maintenance, the City can make the required repairs and 100% of the cost will be assessed to the landowner.

4.4 Future Maintenance and Repair Provisions

The Drainage Act, Chapter D.17, Sections 74 through 84 governs future maintenance, improvement and repair to any Drainage Works constructed under a By-Law passed under this Act, or any predecessor of this Act.

Upon completion of the Michener Drain works prescribed in the Engineer's Report, the City of Port Colborne will be responsible for future maintenance of the drain with the cost assessed to the upstream lands and roads using the Assessment Schedule in Appendix C, and pro-rating the assessment based on the actual cost using the Outlet Liability Assessment – Section 23. Special Benefit or Special Assessment, Section 24 or Section 26, shall not apply to maintenance work except where maintenance works are related to culvert/bridge replacement or upgrades.

4.5 Summary of Construction

The following table provides a list of construction activities by property starting from the outlet and proceeding upstream.

Michener Drain

Property / Owner / Drain Side	From STA	To STA	Work Description	Access & Disposal
404301 570466 ONTARIO LTD West side	0+004	0+407.5	0+010 to 0+110, 100m of individual tree removal from T/B to T/B 0+260 to 0+268 Construct Sediment Basin - SD-03a) 0+268 to 0+407.5 Re-grade to Design Grade Line 0+000 to 0+215 BW = 1.0m SS=1.5 TW = 4.0m 0+215 to 0+400 BW = 0.8m SS=1.5 TW = 3.8m	Work zone is 10m on the West Side of the Drain. Tree Removal as required for access. Level spoil West Side of Drain
404700 WHISKEY RUN GOLF CLUB LTD Both Sides	0+407.5	0+695.3	0+428 to 0+695.3 sinusoidal channel BW=0.6m SS=1.5 TW=1.5m Preserve existing Bridge Decks through construction Replace existing 500mm CSP with 600mm HDPE	Work Zone is 10m. Side to be determined in cooperation with Golf course. Restore to pre-construction condition.
404800 SPITERI CHARLES Both Sides	0+695.3	0+947	0+705.8 to 0+715.8 Farm Crossing culvert 0+715.8 to 0+723.8 Construct Sediment Basin 0+723.8 to 0+947 Clear vegetation from T/B to T/B and as required in work zone. BW = 1.0m SS =1.5m TW = 4m	Work zone is 10m on the East Side of the Drain. Level Spoil on East side. Restore to cultivated field condition. Allowance for damage.
405100 VALE CANADA LIMITED Both Sides	0+947	1+206	0+947 to 1+206 Clear vegetation from T/B to T/B and as required in work zone. BW = 1.0m SS =1.5m TW = 4m	Work zone is 10m on the East Side of the Drain. Level Spoil on East side. Restore to cultivated field condition. Allowance for damage.
405200 VALE CANADA LIMITED Both Sides	1+206	1+399.5	1+206 to 1+280 Clear vegetation from T/B to T/B and as required in work zone. BW = 1.0m SS =1.5m TW = 4m 1+280 to 1+286 Culvert to remain as is. 1+290 Branch #2 Confluence 1+290 to 1+399.5 BW=0.6m SS=1.5 TW=3.4m	Work zone is 10m on the East Side of the Drain. Level Spoil on East side. Restore to cultivated field condition. Allowance for damage.
405500 ADAMS KEVIN JAMES Both Sides	1+399.5	1+649	Clean and Re-grade to Design Grade Line 1+399.5 to 1+614 BW=0.6m SS=1.5 TW=3.4m 1+614 to 1+624 Replace existing culvert with 600mm HDPE with rip rap headwall.	Work zone is 10m on the East Side of the Drain. Level Spoil on East side. Allowance for damage.

Michener Drain

Property / Owner / Drain Side	From STA	To STA	Work Description	Access & Disposal
				Restore to cultivated field condition.
405600 PORT COLBORNE CITY Both Sides	1+649	1+170	Clean and Re-grade to Design Grade Line 1+649 to 1+170 BW=0.4m SS=1.5 TW=3.4m	Work zone is 10m on the East Side of the Drain. Level Spoil on East side. Restore to cultivated field condition. Allowance for damage.
ROW Friendship Trail	1+170	1+729	Existing Culvert to remain as is. Drain Ends north Side of Trail Crossing	Access to East work zone from Friendship Trail.

Michener Branch #1 Drain

Property / Owner / Drain Side	From STA	To STA	Work Description	Access & Disposal
404303 MASON MARTHA JEANNE Both Sides	0+000	0+085	Clean and re-grade to design grade line. BW = 0.4m SS = 1.5 TW = 1.5m	10m Work Zone is on the South Side Restore to pre-construction condition.
404700 WHISKEY RUN GOLF CLUB LTD North Side	0+085	0+217	Clean and re-grade to design grade line. BW = 0.4m SS = 1.5 TW = 1.5m	10m Work Zone is on the South Side – no impact
404400 LEON JOHN South Side	0+085	0+110	Clean and re-grade to design grade line. BW = 0.4m SS = 1.5 TW = 1.5m	10m Work Zone is on the South Side Restore to pre-construction condition.
404500 NICHOLLS LARRY JAMES South Side of Branch #1 with Branch #1 crossing from North to South.	0+110	0+302	67m Open Channel to be cleared of vegetation, cleaned to the design grade line. 0+177 Catchbasin (CB-01) with standard top grate; outlet to open channel with grate. Connect existing PE 150mm tile outlet to CB- 01 (from sump pump) 0+178 to 0+302 Branch #1 PE 200mm Tile with filter sock below open channel drain with side slope 3:1 and BTW = 0.6m.	10m Work Zone for Branch #1 for 67m South side. North South Branch #1 Tile and channel is 10m Work Zone on East Side. Restore all to pre- construction condition.

**City of Port Colborne
Michener Drain Report**

Property / Owner / Drain Side	From STA	To STA	Work Description	Access & Disposal
Lakeshore Rd. East Right of Way	0+302	0+324.4	1 - CB-02 (OPSD 700.020) 0+128 & 0+145 200mm PE Tile crossing Lakeshore Rd. E and connect to CB-02 and CBDI-03 1 - CBDI-03 with OPSD 403.010 Existing culvert to remain as is.	Road Crossing to be backfilled with unshrinkable fill and restored to pre-construction condition with asphalt to City of Port Colborne Standards. Grade roadside swales to DICB.
400200 DOOLITTLE ROY W III From ROW - North Side	0+325	0+437	Buried 150mm PE Tile Drain on the ROW property line	City to grade roadside swale to CBDI-03 and CB-04. All work from Road allowance and restored to pre-construction condition.
Lakeshore Rd. East and Lorraine Rd. ROW.	0+437	0+437	1-CB-04 (OPSD 700.0.20) Catchbasin at SW corner of intersection. Top of grate set below edge of road.	City to grade roadside swale to CB-04.
Lakeshore Rd. East Right of Way.	0+437	0+458.6	Buried 150mm PE Tile Drain on the ROW property line. Backfill with U-shrink material under Road portion of ROW	City to restore road crossing.
404600 WINGER LLOYD JAMES JUNIOR From ROW - East side	0+458.36	0+505.5	DI-05Ditch Inlet with precast concrete headwall and grate.	City to grade roadside swale from Culvert CS-122 to Ditch Inlet @ 0.20%
400101 LEON LOU ANN South Side	0+000	0+018	Branch #1 Buried 150mm PE Tile Drain on the ROW property line	Branch #1 Work Zone is from the ROW. City to grade roadside swale. Restore all to pre-construction condition.
400102 WEEBADUARACHCHIGE ASELA South Side	0+018	0+51	Branch #1 Buried 150mm PE Tile Drain on the ROW property line	Branch #1 Work Zone is from the ROW. City to grade roadside swale. Restore all to pre-construction condition.
400400 MATHESON GARY South Side	0+051	0+60	Branch #1 Buried 150mm PE Tile Drain on the ROW property line Drain Ends with PE cleanout.	Branch #1 Work Zone is from the ROW. City to grade roadside swale. Restore all to pre-construction condition.

Michener Branch #2 Drain

Property / Owner	From STA	To STA	Work Description	Access & Disposal
405200 VALE CANADA LIMITED Both Sides	0+000	0+337.2	0+000 to 0+126 Clear Vegetation and re-grade to Design Grade Line. BW = .4m SS = 1.5 TW = 2.95m 0+126 to 0+180 Pond to remain as is. 0+180 to 0+232 Clear Vegetation and re-grade to Design Grade Line 0+232 to 0+337.2 Spot Tree Removal As Directed.	0+000 to 0+180 North Side 10m Work Zone. Spoil spread adjacent to drain. 0+180 to 0+232 West Side 10m Work Zone. Spoil spread adjacent to drain. 0+232 to 0+337.2 South Side Work Zone. Restoration to cultivated field condition.
Lorraine Rd. Right of Way	0+337.2	0+357.2	Existing Culvert to remain as is. City of Port Colborne responsible for maintenance.	

5 Drainage Works Financing

5.1 Cost of Works

As required by the Drainage Act, Chapter D.17, Section 59(1), Council may call a meeting if the contract price exceeds 133 percent of the estimated construction costs.

5.1.1 Admin & Engineering Costs

At present there are no Administration costs identified with the Michener Drain.

There are three primary engineering costs related to these works for the Michener Drain. There are costs from three separate engineering companies working to prepare the report.

Wiebe Engineering was first hired to prepare the report. Wiebe was paid \$92,511.44 for work completed on the Wignell, Michener and Port Colborne Drains. A portion of this fee, allocated by area of the drain, is charged to the Michener Drain. (See Table 2 Drain Area Ratios)

Amec Foster Wheeler (formerly Amec and now Wood Plc) was appointed to conclude the report after Wiebe Engineering. They prepared a draft of the report, invoiced and were paid \$67,147.23 but they did not finalize the report and ceased to work on the project.

These costs have been allocated to the respective drains using a drain area ratio as per the following table.

Table 2 Drain Area Ratios

Drain	Area, Ha	Area Ratio
Michener Drain Area	135	12.02%
Port Colborne Drain Area	345	30.78%
Wignell Drain Area	641	57.20%
Total:	1121	

The result is a cost allocation to Michener for the portion of engineering fees for each of the two previous engineers.

The fees for EWA Engineering Inc. are recorded for the fees in the preparation of each individual report.

5.1.2 Capital Construction Cost

The estimated cost of construction is shown in the following table.

Table 3 Michener Estimated Cost of Construction

	Sub-Total Costs	Total Cost
Michener Branch Drain #1	\$30,271.50	
Michener Branch Drain #2	\$3,325.00	
Michener Drain	\$32,147.50	
Michener General Construction Costs	\$14,968.00	
Michener Contingency	\$13,148.80	
Estimated Cost of Construction		\$93,860.80

5.2 Maintenance & Program Costs

Included in the estimated cost of construction are allocations for costs related to drain maintenance works including vegetation removal and re-grading.

The Michener Main Branch is a section 78 maintenance project to clean and re-grade to the established design grade line shown on the profile drawing, M.P1. The grade line is based on the AMEC survey of what is already in place for the existing culverts. This work is to be assessed according to the construction schedule prepared and shown as Table 8 Michener Drain Assessment Schedule of Costs

The Michener Branch #1 is a Section 4 drain improvement project to provide sufficient outlet for the Lorraine Rd. and Lakeshore Rd. culverts. The Lakeshore Rd. culvert becomes part of the drain, while the Lorraine Rd. culvert remains a roadway culvert. An allowance is made to landowners for the value of the existing drain channels.

The Michener Branch #2 is a Section 4 drainage petition by road authority to provide sufficient outlet for the Lorraine Rd. culvert, which remains a roadway culvert. An allowance is made to the landowner for the value of the existing drain channel. The pond will become part of the drain but is to remain as is.

5.3 Principles of Assessment

The following are general and specific principles used to assess costs for the Michener Drain according to the Regulations formed under the Drainage Act using our understanding of the Act and seeking the most fair methods to share costs to landowners within the Michener Drain Watershed.

1. Assessments are a method to calculate a contributing property's share of drainage works, hereafter referred to as a Drain.
2. Each Drain is defined by a fixed point of commencement that traverses to a fixed Outlet, which may be a receiver or another Drain.

3. A property contributes to a drainage work if any portion of the property contributes a runoff flow directly or indirectly to the Drain.
4. A Drain is any constructed or existing natural method of conveyance or stormwater management function that moves or controls water from one point of collection to a discharge point, an Outlet.
5. The use of a property; farming, residential, or vacant does not define benefit of the Drain. The benefit of a drain is realized equally among all properties with runoff to the Drain.
6. An excess or additional benefit is realized for any property or group of properties for which a higher standard of drainage service is required for the specific use of a property for which a higher value is realized.

As an example, where a market garden farm requires additional pumping for either irrigation or reducing the water surface in the drain, then the additional costs for that are borne by the benefitting lands.

7. Similarly, where a property or group of properties is provided with a lower standard of drainage service or where such property or properties provides a stormwater management function within the drainage works of the Drain, the value of the lower service or function is determined at a rate commensurate with the benefit to the drain.

As an example, where a property converts a portion of their lands (or the entire property) to a wetland or other stormwater management feature that reduces the peak flow of the runoff, thereby reducing or enhancing the capacity of the Drain to improve drainage and reduce flooding, then a commensurate benefit is realized to the volume of water removed from the runoff hydrograph.

Where the volume of detained runoff is small relative to the capacity of the drain, this contribution is deemed to be negligible. Where the volume detained is below 1% of the total runoff volume for the Drain, there is no real benefit realized for an individual Stormwater Management Feature.

8. The capacity of the Drain is determined based on a hydrologic model forecast of precipitation based runoff. Therefore each property realizes a drain benefit based on the proportion of predicted runoff for their property. Predicted runoff is a product of the following attributes, which are determined for each property:
 - a. Area contributing to runoff;
 - b. Land use as it relates to runoff;
 - c. Land topography;
 - d. Proportion of hard surfaces vs soft surfaces as they relate to infiltration; and
 - e. Stormwater management features specially built to reduce the rate of runoff.
9. A benefit is realized for a property that causes a physical change in the Drain works to serve a particular use or surface water benefit to the property.

An example of this is a culvert, which provides access to a property across a drain.

10. A benefit/assessment is realized for Municipal, Regional or Provincial lands held as Rights of Way that cause or require additional infrastructure, effort or costs related to the Drain. (Section 26)

11. Where a cost to the drain is realized through effort during construction or otherwise for the protection of flora, fauna or quantity, quality of stormwater runoff, this cost is born proportionally amongst all watershed contributing owners at the same rate as established for Drain benefit.

12. For the Michener Drain and the works being considered, a channel already exists and the proposed assessment is to recognize a service or benefit that already exists and is being confirmed to exist through an allowance under Section 31.

13. Utilities that require additional works, changes in design or protection during construction, those costs are borne by the owner of the utility.

While efforts within the drain design and assessment have been made to address water quality as well as quantity, there are limits within the Drainage Act. The following assessment table is proposed for using those regulations within the Drainage Act to address drainage works.

Benefit (Section 22)

This Assessment is based on the creation of land value through the creation of a new or additional drainage system. The Michener Drain works consists primarily of maintenance; cleaning and clearing.

For this reason, there is not a Benefit Assessment proposed on the main branch of the Michener Drain. However, for the two Branch Drains, a Section 22 benefit does exist and is recognized.

Outlet Liability (Section 23)

This is the primary basis for the assessment of the maintenance and drain works. Assessment is based on each individual property's contributing runoff. This is determined from the area flowing to the drain and from the runoff factor C. The runoff factor C is the Rational Method for predicting peak runoff and does not predict volume of runoff (note special benefit used for Site Specific SWM facilities).

The C factor for assessing property runoff is selected based on the property zoning. Where a property is not currently farmed but is zoned for farming, then a C factor is selected based on the potential use of the property. C factors are not adjusted for variations in Residential properties. Residential properties with or without buildings are assigned the same C factor. Thus, the C factor is not a current prediction of runoff for an individual property but a Factor to assess the

potential runoff based on the property's potential use in the present and in the future. The following Table of property codes will be used for the determination of C Factor values used in the Runoff Outlet Factor assessment.

PropCode	CATEGORY	DESCRIPTION	C-Factor Low	C-Factor High
100	LAND	Vacant residential land not on water	10	25
105	LAND	Vacant commercial land		
110	LAND	Vacant residential/recreational land on water		
200	FARM	Farm property without any buildings/structures	20	55
201	FARM	Farm with residence - with or without secondary structures; no farm outbuildings		
210	FARM	Farm without residence - with secondary structures; with farm outbuildings		
211	FARM	Farm with residence - with or without secondary structures; with farm outbuildings		
221	FARM	Farm with residence - with commercial/industrial operation		
228	FARM	Farm with gravel pit	12	50
230	FARM	Intensive farm operation - without residence	20	50
231	FARM	Intensive farm operation - with residence		
234	FARM	Large scale poultry operation		
244	FARM	Managed forest property, residence not on water	20	30
260	FARM	Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed	20	55
261	FARM	Land owned by a non-farmer improved with a non-farm residence with a portion being farmed		
301	RESIDENTIAL	Single family detached (not on water)	15	40
302	RESIDENTIAL	More than one structure used for residential purposes with at least one of the structures occupied permanently		
303	RESIDENTIAL	Residence with a commercial unit		
313	RESIDENTIAL	Single family detached on water year round residence		
322	RESIDENTIAL	Semi-detached residence with both units under one ownership two residential homes sharing a common center wall.		
332	RESIDENTIAL	Typically a Duplex residential structure with two self-contained units.		
334	RESIDENTIAL	Residential property with four self-contained units		
383	RESIDENTIAL	Bed and breakfast establishment		
391	RESIDENTIAL	Seasonal/recreational dwelling - first tier on water		
392	RESIDENTIAL	Seasonal/recreational dwelling - second tier to water		
405	COMMERCIAL	Office use converted from house	20	65
410	COMMERCIAL	Retail - one storey, generally under 10,000 s.f.		
421	COMMERCIAL	Specialty automotive shop/auto repair/ collision service/car or truck wash		
441	COMMERCIAL	Tavern/public house/small hotel		
490	COMMERCIAL	Golf course		
510	INDUSTRIAL	Heavy manufacturing (non-automotive)	45	85
518	INDUSTRIAL	Smelter/ore processing		
520	INDUSTRIAL	Standard industrial properties not specifically identified by other industrial Property Codes		
590	INDUSTRIAL	Water treatment/filtration/water towers/pumping station	*	*
593	INDUSTRIAL	Gravel pit, quarry, sand pit	*	*
597	INDUSTRIAL	Railway right-of-way	40	65
598	INDUSTRIAL	Railway buildings and lands described as assessable in the Assessment Act		
605	INSTITUTIONAL	School (elementary or secondary, including private)	35	50
702	SPECIAL PURPOSE	Cemetery	35	65

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PropCode	CATEGORY	DESCRIPTION	C-Factor Low	C-Factor High
710	SPECIAL PURPOSE	Recreational sport club - non commercial (excludes golf clubs and ski resorts)	35	85
715	SPECIAL PURPOSE	Racetrack - auto	45	85
735	SPECIAL PURPOSE	Assembly hall, community hall	30	85
	ROW	Single lane Municipal Roadway	75	95
	ROW	unopened road allowance	65	85
	ROW	Regional or MTO	90	98

* C factor values are situationally assigned based on land use.

The following drain features are part of the whole system and are paid for through the outlet assessment:

- Channel Clearing and Re-grading
- Sediment Basins

In addition to assessed costs considered for special benefits, there is also recognition for stormwater management facilities within the watershed that reduce the peak flow used to determine the outlet assessment. These facilities that may already exist in the watershed and are recognized as having a benefit in the reduction of peak flow by determining the available volume is greater than the 24 hour peak flow volume predicted for the 1:100 year design storm.

- Site Specific Stormwater Management (SWM) Facilities
 - o Wetlands,
 - o Ponds, (natural and stormwater)
- Natural occurring features
 - o Kettle lakes, and
 - o Bog lands.
- Artificial runoff capture; such as Quarry lands or other features that collect runoff but do not outlet it to the Drain during the peak flow of the event.

Table 4 Section 23 Runoff Factor Determination - QRF Ratio

Area Ha	Soil Type	Gradient	Land Factor	Runoff Factor 'C'	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
2.176	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	COMMERCIAL	17	2.41	0	0	2.41	0.1760
1.201	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	1.18	0	0	1.18	0.0857
1.084	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	ROW - paved 2 lane	85	6.01	0	0	6.01	0.4382
0.848	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.83	0	0	0.83	0.0605
0.729	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.71	0	0	0.71	0.0521
0.560	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.55	0	0	0.55	0.0400
0.517	NM - Sandy well drained	0.20%	LAND	12	0.41	0	0	0.41	0.0295

QRF is a predicted runoff factor based on the following variables:

- Area, Ha – each property’s connected area
- Runoff Factor ‘C’ – Coefficient of Runoff of generally accepted values
 - Soil Type – from Niagara Soil Report
 - Gradient – General Value from NPCA contours
 - Land Factor – reflects the impact of landuse on Runoff

$QRF = 0.0028 * \text{Runoff Factor 'C'} * \text{Avg Intensity mm/hr} * \text{Area, Ha}$

QRF-SWMF is the adjusted Runoff Factor used to represent the impact of owner implemented stormwater management facilities.

- SWM is the reduction achieved by the stormwater management facility as determined by the Drainage Engineer / Drainage Superintendent.
- SWMF is the reduction in QRF to be applied.
- $QRF-SWMF = QRF - SWMF$

QRF Ratio is QRF-SWMF divided by the Sum of all QRF-SWMF for each cost allocated area. The QRF Ratio is the value for each property contribution to the outlet liability cost as a portion of all other contributors.

QRF-SWMF and QRF Ratio is to be used for all future Maintenance assessments.

Special Benefit (Section 24)

The following are assessed costs considered special benefits:

- Culverts,
- Fording’s,
- Closed Conduit conveyance (piped flow).

The cost of a culvert is assessed against the property owner based on the incremental cost of the drain. So a new culvert is paid for by the owner less the cost of drain construction on a per metre basis. The drain per metre construction cost will be estimated for the report but the actual cost will be used to calculate the final value.

The proposed closed conduit to provide an outlet for the Lorraine Rd. culvert crossing is assessed in the same manner, as an increase in costs above what would be realized for an open channel in the same location.

Culverts construction costs are shared between the land owner and the rest of the watershed on a 50/50 split basis. Construction costs are based on the City’s typical design standard. Additional costs, headwalls, etc. are at the owners cost unless required by the Engineer to meet requirements.

Special Assessment (Section 26)

There are special assessments, as recognized under the Act, for public (not private) roads and utilities that have or require additional costs to the drainage system.

In addition to the projected assessments for Right of Way lands as determined by the outlet assessment, any other costs for road crossings or protection of utilities during construction are assessed to the road owner or utility owner.

An example is the Ditch Inlets proposed for construction on the Michener Branch Drain #1. Also in Michener Branch #1 is a \$2,000 cost to protect or possibly move the gas line when the 200mm Tile crosses Lakeshore Rd. E. This cost is assigned to the utility owner, Enbridge.

These costs are additional effort during construction to protect or meet site supervision requirements by the utility. Also included are costs to move infrastructure, if required by site conditions. Actual costs will be assigned to the project as this is merely an estimate of costs during design.

5.3.1 Allowances:

1. Where a Drain assessment schedule already exists and a prior maintenance and assessment schedule is known to exist, then a Schedule 29 allowance is accepted and recognized through a past report and schedule unless it can be shown otherwise.
2. Where a Drain is re-aligned to a new path, then a Section 29 allowance for land taken is recognized. This can be amended by the restoration of any lands to the same owner by the same re-alignment. Thus, a net allowance can be recognized where that is shown to be the case.
3. Where previously no Drain was recognized but already existed as a flow path, then a Section 31 allowance can be realized along with a one time creation of a current and future easement for Drain maintenance activities as a Section 29 allowance. This is specifically for the creation of Branch Drains.
4. All property valuations are based on the same basic valuation, as per the Schedule of Costs.
5. Any tree or feature placed within a drainage works right of access for maintenance is not eligible for compensation in any form. Trees within the work zone are eligible for the 2 for 1 tree replacement program.

Section 29 Allowance

(One time payment for land taken)

Where a Drain already exists and has had maintenance in the past, then a work zone is assumed to already exist and a one time payment for the work zone easement has been made. No further payment for a work zone or easement is deemed to be required based on the pre-existing work zone regardless of whether that is known to exist or shown to exist in an explicit reference in a previous Engineer's report.

Where a Drain re-alignment or a Branch Drain is proposed, then a Section 29 allowance is determined. The determination is based on a 10m work zone running parallel to one side of the drain commencing at the Top of Bank. The side from which work is done is determined by the Drainage Engineer and shown on the Plans for Construction. In the case of a close conduit the work zone can be reduced to a 5m zone or a 10m zone with 5m on each side. The value is based on a single value of land figure as shown in the Schedule of Costs and because the access is intermittent with the owner retaining ownership and access / use of the land for farming or otherwise, then a factor in the assessment value of land is applied. Since the work zone is likely to be occupied on a 10 year cycle for maintenance a 1/10 factor is to be applied using the land purchase value.

Where a buffer is established that restricts use of the land adjacent to the drain in favour of permanent vegetation, then a full payment for land taken based on the value established is made. For a buffer, a registered easement on title is recommended.

Section 30 Allowance

(Payment for damages during construction)

This allowance is to compensate landowners for economic damages due to construction and recognizes two types of injury. Immediate loss of crop as a result of working corridor for construction and longer term damage to crops as a result of spoil spreading.

For the Michener Drain, we will award an allowance where work on the drain, such as maintenance, damages crops which can not be restored. Compensation in the form of an allowance does not apply to grass or any other ornamental feature that is restored to similar condition as existed pre-construction. Compensation is paid for the work zone width multiplied by the length affected at the rate of \$4,300 per Hectare.

For any trees removed for construction that have a greater diameter than 150mm at breast height, (DBH) a compensation program of replacement saplings is proposed. Where a tree is removed and 2 trees of a variety native to the area are planted outside the work zone as compensation, then no award for damage is made.

A damage allowance for fences can be paid where the fence is not restored. In any of the planned work for the Michener Drain, fences are to be restored to a like or better condition and no allowance for payment is planned.

Section 31 Allowance

(Incorporate a Private Drain)

This type of allowance is to credit the construction effort of a private drain as it relates to the private drain being incorporated into a municipal drain.

This can be applied to the following:

- Michener Branch Drain #1 (portions) includes the open channel portion and the inclusion of the PE tile drain in the channel bottom.
- Michener Branch Drain #2.

The value of the private drain is dependent on condition and contribution to the function of the Drain. For valuation purposes, the cost to construct a similar channel would be made based on the Schedule of Prices. The cost to maintain it would be subtracted.

Section 32 Allowance
(Insufficient Outlet)

This provides compensation to affect owners for whom lands are not sufficiently drained by the service level provided by the Drain or where lands are discharged into instead of having a sufficient outlet.

There are no occurrences of this within the Michener Drain.

Section 33 Allowance
(Loss of Access)

Where a re-aligned Drain crosses property and cuts off access, an allowance can be granted. There are no known such occurrences.

5.3.2 General Instructions to Property Owners, Road Authorities and Public Utilities

The principles of the Drainage Act are:

- Drainage is a collective good that benefits all landowners. However, drainage doesn't have to benefit all landowners equally.
- All landowners cooperatively fund the drainage works proposed. There is no direct financial government role in the drainage works other than administrative.
- Landowners are assessed a financial share of the cost for the drainage works based on their respective drainage benefit.
- All drainage costs are born by landowners including allowances.
- Drainage is provided on the basis of an identified service level for a specified size of storm. The standard storm, 1 in 2 year frequency, for basic open channel design is 49.8mm over 24 hours. For a closed conduit design storm, the rational method is used for a peak capacity determined for a 121.1mm storm over 24 hours. A storm of a larger size or intensity

may cause flooding. Tile placed in the bottom of an open channel is provided for drainage and not conveyance.

For more details, refer to the Wignell Watershed Hydrology and Hydraulics Report.

A best effort has been made to compose a fair and reasonable assessment of costs to each portion of the contributing lands.

5.3.3 Grants

Owners of qualifying agricultural land are presently eligible for a grant of up to one-third of the cost of their assessment from the Ontario Ministry of Agriculture and Food. This grant would be applied for by the City of Port Colborne, and applied to the property owners' assessment at the time of final billing. The Assessment Schedule in Appendix C indicates lands provided by the municipality, qualify for the agricultural land use rebate. The final determination of eligibility is the decision of the Ontario Ministry of Agriculture and Food. To be eligible for a grant, the property owner must have a Farm Property Class Tax Rate or in combination with the Managed Forest Tax Incentive Program or the Conservation Land Tax Incentive Program for the lands to be drained by the Michener Drain.

For additional information on the Agricultural Drainage Infrastructure Program refer to the OMAFRA website at www.omafra.gov.on.ca.

5.4 Michener Drain Maintenance

From the Michener Outlet to the upstream limit of the drain at the Friendship Trail, basic drain maintenance is required. There is spot vegetation removal at the outlet to ensure a clear and free flowing discharge at the outlet but no re-grading is planned.

From 0+100 to 1+716, the existing grade needs to be checked and confirmed for matching the design grade and any high points removed. There are likely to be low points, which will remain. Vegetation removal is planned from 0+700 to 1+700. Work through the golf course is expected to be coordinated with the owner to reduce impact to the course.

Added to the cost of maintenance is the full engineering and administration costs less any costs directly assigned to specific Section 22, Section 24 benefit assessments.

With the Runoff Ratio, there is a Stormwater Management Facility reduction in Section 23 that can be applied for those properties that can demonstrate a runoff amendment structure that reduces peak flow contributions to the drain subject to evaluation and confirmation by the Drainage Superintendent and the Engineer.

For the purposes of the submission of the report, no SWMF assessments are recognized and the individual property owners can make a request for assessment and this will be recognized by the Engineer on project completion.

5.4.1 New Drain Crossings

The original bridge surveyed by AMEC on the golf course property was later changed to a 500mm CSP at some point and is to be replaced with a properly sized culvert at the landowner's expense.

A new farm access crossing is identified at 0+710 and is a combination crossing and sediment basin. The cost of the crossing is 50% owner and 50% outlet benefit. The sediment basin is a cost shared among upstream landowners.

The existing crossing located at 1+615 is to be re-constructed on grade to ensure clear and free flowing inlet and outlet. The re-constructing of a new culvert is to be 50% owner and 50% outlet benefit.

5.4.2 Sediment Basins

The original sediment basin constructed south of the golf course is no longer visible as being an intact drainage structure. It will be reconstructed as part of the Drain Maintenance works in the location shown on the plans and as per the proposed Sediment Basin Standard drawings (M.GD-10).

The sediment basin associated with the crossing structure located at 0+710 is to be a modified version of the M.GD-10.

The cost of constructing sediment basins are shared among upstream landowners through a Section 23 assessment. However, the sediment basin on the golf course property was shown to exist in the Wiebe Drawing from November 15, 1996 and the reconstruction is 100% allocated to the Whiskey Run Golf Course as a Section 24 Special Benefit.

5.5 Allowance and Assessment Schedules

The Assessments calculations in Tables are included in Appendix C. The following sections provide a summary reporting of those calculations.

5.5.1 Drain Allowances

5.5.1.1 Michener Drain

The improvement of the Michener Drain using Section 78 is to perform drain maintenance using an updated schedule and to achieve enhanced stormwater management functions.

The channel will require an allowance under Section 29 for land taken as well as a work zone allowance for future access. The original land required for the drain is recognized by previous report and an assumed work zone of 5m. An additional 5m of work zone to a total of 10m is achieved through a Section 29 allowance based on purchase price of agricultural land as per the Schedule of Costs times the 1/10 ratio.

A section 30 allowance is recognized for the damage to crops during construction and is paid at the rate of \$4,300 per hectare applied to the 10m work zone.

No other allowances are recognized for the maintenance of this existing drain.

Table 5 Michener Allowances

Drain	Section 29	Section 30	Section 31	Section 32	Section 33
Michener	\$2,107.81	\$1,253.69	\$0.00	\$0.00	\$0.00
Sub-Total of Allowances:					\$3,361.50

Additional to these costs will be Administration and Engineering Costs related to the design.

5.5.1.2 Michener Branch Drain #1

As the drainage channel has existed and been providing drainage service since before 1934 when it is clearly visible in the aerial photograph, recognizing the channel with formal status under the drainage act ensures that future maintenance can be performed to ensure adequate outlet is realized for the upstream areas.

This existing channel should have been recognized in previous drain reports but may not have been established under the drainage act if deemed a private drain not crossing multiple properties. Since that time, several small properties have segregated the original property and recognition of the channel as a municipal drain under the Act is requested by the City of Port Colborne to recognize sufficient outlet for road drainage across properties. The branch drain is an addition to the existing drainage recognized through Section 4 of the Act as requested by the road authority for sufficient outlet.

The previous channel will require an allowance under Section 29 for land taken as well as a work zone allowance for future access. Additional allowance for the original cost of construction is also identified by the Act under Section 31, which is being awarded to current property owners when originally incurred by the agricultural property owner.

Table 6 Michener Branch #1 Allowances

Drain	Section 29	Section 30	Section 31	Section 32	Section 33
Michener Branch #1	\$3,510.25	\$0	\$2,393.	\$0	\$0
Sub-Total of Allowances:					\$ 5,903.25

Additional to these costs will be Administration and Engineering Costs related to the design.

5.5.1.3 Michener Branch Drain #2

Existing channel services as an outlet for upstream area East of the Lorraine Rd. with a cross culvert identified as CS-101

Pond to remain as is without additional work or cleaning. Lower reach of the drain to be cleared of vegetation between banks and as required or needed to clear and clean to the design grade.

Allowance calculated for land taken and for the original cost of construction, valued today.

Table 7 Michener Branch #2 Allowances

Drain	Section 29	Section 30	Section 31	Section 32	Section 33
Michener Branch #2	\$2,513.80	\$1,621.10	\$3,770.00	\$0	\$0
Sub-Total of Allowances:					\$7,904.90

Maintenance works for channel restoration are assessed across upstream landowners on a runoff factor basis, see Section 23.

No Section 30 allowance for damages to existing crops is anticipated for the work proposed.

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5.5.2 Michener Drain Assessment Tables

The planned construction works for Michener and Branch Drains have been calculated and assessed as shown in the following 3 tables.

Table 8 Michener Drain Assessment Schedule of Costs
Michener Drain Assessment of Costs

Owner	Legal Text	Roll No	Area	Schedule Assessed Costs				Total Allowance	Net
				Benefit Section 22	Outlet Liability Section 23	Special Benefit Section 24	Total Assessment		
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	0.07	\$0.00	\$67.30	\$0.00	\$67.30	\$0.00	\$67.30
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	0.29	\$0.00	\$273.17	\$0.00	\$273.17	\$0.00	\$273.17
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	12.37	\$0.00	\$11,703.24	\$0.00	\$11,703.24	\$0.00	\$11,703.24
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	3.87	\$0.00	\$3,664.77	\$0.00	\$3,664.77	\$0.00	\$3,664.77
VANDEBELD GRACE ELIZABETH	CON 1 PT LOT 19 PT LOT 20	271104000315000	5.16	\$0.00	\$5,156.99	\$0.00	\$5,156.99	\$0.00	\$5,156.99
HOCKLEY BRENDA LEE	CON 1 PT LOT 20	271104000317825	2.72	\$0.00	\$2,719.58	\$0.00	\$2,719.58	\$0.00	\$2,719.58
GRIST WILLIAM JOSEPH	CON 1 PT LOT 20 RP59R 11429;PART 1	271104000317850	0.41	\$0.00	\$405.81	\$0.00	\$405.81	\$0.00	\$405.81
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	17.37	\$0.00	\$16,431.47	\$0.00	\$16,431.47	\$0.00	\$16,431.47
NERO FELICE	CON 1 PT LOT 20	271104000318000	2.43	\$0.00	\$1,971.61	\$0.00	\$1,971.61	\$0.00	\$1,971.61
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	5.12	\$0.00	\$3,874.95	\$0.00	\$3,874.95	\$0.00	\$3,874.95
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	0.56	\$0.00	\$423.89	\$0.00	\$423.89	\$0.00	\$423.89
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	0.36	\$0.00	\$270.29	\$0.00	\$270.29	\$0.00	\$270.29
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	0.53	\$0.00	\$402.79	\$0.00	\$402.79	\$0.00	\$402.79

**City of Port Colborne
Michener Drain Report**

Michener Drain Assessment of Costs

Owner	Legal Text	Roll No	Area	Schedule Assessed Costs				Total Allowance	Net
				Benefit Section 22	Outlet Liability Section 23	Special Benefit Section 24	Total Assessment		
WEEBADUARACHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	0.51	\$0.00	\$443.04	\$0.00	\$443.04	\$0.00	\$443.04
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	0.36	\$0.00	\$270.07	\$0.00	\$270.07	\$0.00	\$270.07
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	0.38	\$0.00	\$672.86	\$0.00	\$672.86	\$0.00	\$672.86
FRAME JOHN DOUGLAS	CON 1 PT LOT 21 PLAN 59R;9880 PRTS 2 & 3	271104000400305	0.38	\$0.00	\$670.47	\$0.00	\$670.47	\$0.00	\$670.47
MATHESON GARY	CON 1 PT LOT 21	271104000400400	0.41	\$0.00	\$502.43	\$0.00	\$502.43	\$0.00	\$502.43
570466 ONTARIO LIMITED	HUMBERSTONE CON 1 PT LOT 22;RP 59R13926A	271104000404300	0.00	\$0.00	\$0.41	\$0.00	\$0.41	\$0.00	\$0.41
570466 ONTARIO LTD	CON 1 PT LOT 21	271104000404301	4.79	\$0.00	\$5,822.18	\$0.00	\$5,822.18	\$0.00	\$5,822.18
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	3.07	\$0.00	\$3,730.03	\$0.00	\$3,730.03	\$0.00	\$3,730.03
LEON JOHN	CON 1 PT LOT 21	271104000404400	0.44	\$0.00	\$477.52	\$0.00	\$477.52	\$0.00	\$477.52
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	1.22	\$0.00	\$1,154.45	\$0.00	\$1,154.45	\$0.00	\$1,154.45
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	0.85	\$0.00	\$801.78	\$0.00	\$801.78	\$0.00	\$801.78
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	0.40	\$0.00	\$492.23	\$0.00	\$492.23	\$0.00	\$492.23
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR	271104000404700	18.76	\$0.00	\$18,766.31	\$4,110.00	\$22,876.31	\$0.00	\$22,876.31
SPITERI CHARLES	CON 1 PT LOT 21	271104000404800	9.59	\$0.00	\$11,660.28	\$1,250.00	\$12,910.28	\$0.00	\$12,910.28
TALBOT JASON JONATHAN ARTHUR	CON 1 PT LOT 21	271104000404900	0.32	\$0.00	\$384.13	\$0.00	\$384.13	\$0.00	\$384.13
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	0.35	\$0.00	\$422.55	\$0.00	\$422.55	\$0.00	\$422.55
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	10.51	\$0.00	\$12,788.68	\$0.00	\$12,788.68	\$0.00	\$12,788.68
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	7.76	\$0.00	\$7,756.27	\$0.00	\$7,756.27	\$0.00	\$7,756.27

**City of Port Colborne
Michener Drain Report**

Michener Drain Assessment of Costs				Schedule Assessed Costs				Total Allowance	Net
				Benefit Section 22	Outlet Liability Section 23	Special Benefit Section 24	Total Assessment		
Owner	Legal Text	Roll No	Area						
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	0.24	\$0.00	\$236.25	\$0.00	\$236.25	\$0.00	\$236.25
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	0.34	\$0.00	\$340.10	\$0.00	\$340.10	\$0.00	\$340.10
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	9.20	\$0.00	\$9,205.38	\$750.00	\$9,955.38	\$0.00	\$9,955.38
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	2.30	\$0.00	\$2,299.86	\$0.00	\$2,299.86	\$0.00	\$2,299.86
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	2.03	\$0.00	\$2,026.41	\$0.00	\$2,026.41	\$0.00	\$2,026.41
MOSKALYK JOHN JOSEPH	CON 1 PT LOT 21	271104000405700	2.28	\$0.00	\$2,285.09	\$0.00	\$2,285.09	\$0.00	\$2,285.09
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	0.58	\$0.00	\$580.43	\$0.00	\$580.43	\$0.00	\$580.43
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	1.60	\$0.00	\$1,599.13	\$0.00	\$1,599.13	\$0.00	\$1,599.13
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	0.69	\$0.00	\$688.34	\$0.00	\$688.34	\$0.00	\$688.34
City of Port Colborne	Lorraine Rd. from Lake edge to Killaly St. East	Lorraine ROW	3.25	\$0.00	\$7,290.84	\$0.00	\$7,290.84	\$0.00	\$7,290.84
City of Port Colborne	Lakeshore Rd. East west of Lorraine	Lakeshore Rd. E ROW	0.56	\$0.00	\$1,277.26	\$0.00	\$1,277.26	\$0.00	\$1,277.26
City of Port Colborne	Weaver Rd. N of Friendship Trail	Weaver Rd. ROW	0.12	\$0.00	\$310.71	\$0.00	\$310.71	\$0.00	\$310.71
				\$0.00	\$142,321.33	\$6,110.00	\$148,431.33	\$0.00	\$148,431.33

**City of Port Colborne
Michener Drain Report**

Table 9 Michener Branch #1 Assessment Schedule of Costs
Michener Branch #1

Owner	Legal Text	Roll No	Area	Assessed Costs				Total Allowance	Net
				Benefit Section 22	Outlet Liability Section 23	Special Assessment Section 26	Total Assessment		
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR	271104000404700	2.176	\$237.50	\$6,096.20	\$0.00	\$6,333.70	\$1,077.23	\$5,256.47
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	1.201	\$975.00	\$2,691.00	\$0.00	\$3,666.00	\$2,842.74	\$823.26
CofPC	Lakeshore Rd. East ROW ROW		0.556	\$535.00	\$5,294.96	\$6,590.43	\$12,420.38	\$0.00	\$12,420.38
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	0.848	\$430.50	\$1,424.32	\$0.00	\$1,854.82	\$0.00	\$1,854.82
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	0.729	\$200.00	\$1,634.46	\$0.00	\$1,834.46	\$1,590.74	\$243.73
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	0.560	\$0.00	\$1,255.02	\$0.00	\$1,255.02	\$0.00	\$1,255.02
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	0.517	\$0.00	\$695.64	\$0.00	\$695.64	\$0.00	\$695.64
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	0.405	\$45.00	\$680.10	\$0.00	\$725.10	\$0.00	\$725.10
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	0.357	\$280.00	\$479.76	\$0.00	\$759.76	\$0.00	\$759.76
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	0.295	\$0.00	\$660.60	\$0.00	\$660.60	\$0.00	\$660.60
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	0.289	\$0.00	\$647.01	\$0.00	\$647.01	\$0.00	\$647.01
LEON JOHN	CON 1 PT LOT 21	271104000404400	0.205	\$70.00	\$459.96	\$0.00	\$529.96	\$392.54	\$137.42
WEEBADUARACHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	0.134	\$82.50	\$300.46	\$0.00	\$382.96	\$0.00	\$382.96
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	0.122	\$37.50	\$272.75	\$0.00	\$310.25	\$0.00	\$310.25
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	0.071	\$150.00	\$159.39	\$0.00	\$309.39	\$0.00	\$309.39
MATHESON GARY	CON 1 PT LOT 21	271104000400400	0.042	\$22.50	\$94.24	\$0.00	\$116.74	\$0.00	\$116.74

**City of Port Colborne
Michener Drain Report**

Michener Branch #1				Assessed Costs				Total Allowance	Net
Owner	Legal Text	Roll No	Area	Benefit Section 22	Outlet Liability Section 23	Special Assessment Section 26	Total Assessment		
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	0.012	\$0.00	\$33.13	\$0.00	\$33.13	\$0.00	\$33.13
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	0.000	\$0.00	\$0.75	\$0.00	\$0.75	\$0.00	\$0.75
City of Port Colborne	Lorraine Rd. ROW	Lorraine Rd. ROW	0.689	\$607.50	\$6,947.53	\$0.00	\$7,555.03	\$0.00	\$7,555.03
Enbridge						\$2,000.00	\$2,000.00		\$2,000.00
				\$3,065.50	\$22,879.76	\$8,590.43	\$42,090.71	\$5,903.25	\$36,187.46

**City of Port Colborne
Michener Drain Report**

Table 10 Michener Branch #2 Assessment Schedule of Costs

Owner	Legal Text	Roll No	Area	Benefit Section 22	Outlet Liability Section 23	Total Assessment	Total Allowance	Net
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	5.108	\$0.00	\$2,278.34	\$2,278.34	\$0.00	\$2,278.34
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	3.545	\$0.00	\$3,255.29	\$3,255.29	\$0.00	\$3,255.29
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	2.799	\$845.00	\$2,570.32	\$3,415.32	\$7,904.90	-\$4,489.58
NERO FELICE	CON 1 PT LOT 20	271104000318000	2.431	\$0.00	\$2,870.63	\$2,870.63	\$0.00	\$2,870.63
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	14.499	\$0.00	\$11,411.96	\$11,411.96	\$0.00	\$11,411.96
City of Port Colborne	Lorraine Rd. ROW	Lorraine Rd. ROW	1.380	\$4,000.00	\$3,257.92	\$7,257.92	\$0.00	\$7,257.92
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	0.554	\$0.00	\$407.12	\$407.12	\$0.00	\$407.12
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	0.154	\$0.00	\$181.95	\$181.95	\$0.00	\$181.95
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	0.096	\$0.00	\$113.61	\$113.61	\$0.00	\$113.61
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	0.075	\$0.00	\$59.15	\$59.15	\$0.00	\$59.15
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	0.058	\$0.00	\$42.93	\$42.93	\$0.00	\$42.93
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	0.012	\$0.00	\$14.26	\$14.26	\$0.00	\$14.26
				\$4,845.00	\$26,463.48	\$31,308.48	\$7,904.90	\$23,403.58

5.5.3 Michener Drain Maintenance Schedules

The following are maintenance schedules for use with future maintenance work conducted in each of the Drain catchments.

5.5.3.1 Michener Drain Maintenance Schedule

The following is the Maintenance Assessment table for assigning future maintenance costs using Section 23, refer to Appendix C for the calculations.

Table 11 Michener Drain Maintenance Assessment Schedule

Owner	Legal Text	Roll No	Area Ha	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	0.071	0.16	0	0	0.16	0.0005
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	0.289	0.66	0	0	0.66	0.0019
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	12.371	28.25	0	0	28.25	0.0822
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	3.874	8.85	0	0	8.85	0.0257
VANDEBELD GRACE ELIZABETH	CON 1 PT LOT 19 PT LOT 20	271104000315000	5.156	12.45	0	0	12.45	0.0362
HOCKLEY BRENDA LEE	CON 1 PT LOT 20	271104000317825	2.719	6.56	0	0	6.56	0.0191
GRIST WILLIAM JOSEPH	CON 1 PT LOT 20 RP59R 11429;PART 1	271104000317850	0.406	0.98	0	0	0.98	0.0029
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	17.369	39.66	0	0	39.66	0.1155
NERO FELICE	CON 1 PT LOT 20	271104000318000	2.431	4.76	0	0	4.76	0.0139
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	5.120	9.35	0	0	9.35	0.0272
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	0.560	1.02	0	0	1.02	0.0030
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	0.357	0.65	0	0	0.65	0.0019
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	0.532	0.97	0	0	0.97	0.0028
WEEBADUARACHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	0.512	1.07	0	0	1.07	0.0031
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	0.357	0.65	0	0	0.65	0.0019
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	0.383	1.62	0	0	1.62	0.0047
FRAME JOHN DOUGLAS	CON 1 PT LOT 21 PLAN 59R;9880 PRTS 2 & 3	271104000400305	0.382	1.62	0	0	1.62	0.0047
MATHESON GARY	CON 1 PT LOT 21	271104000400400	0.413	1.21	0	0	1.21	0.0035
570466 ONTARIO LIMITED	HUMBERSTONE CON 1 PT LOT 22;RP 59R13926A	271104000404300	0.000	0.00	0	0	0.00	0.0000
570466 ONTARIO LTD	CON 1 PT LOT 21	271104000404301	4.787	14.05	0	0	14.05	0.0409
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	3.067	9.00	0	0	9.00	0.0262
LEON JOHN	CON 1 PT LOT 21	271104000404400	0.442	1.15	0	0	1.15	0.0034
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	1.220	2.79	0	0	2.79	0.0081
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	0.848	1.94	0	0	1.94	0.0056
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	0.405	1.19	0	0	1.19	0.0035
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR	271104000404700	18.764	45.30	0	0	45.30	0.1319
SPITERI CHARLES	CON 1 PT LOT 21	271104000404800	9.586	28.14	0	0	28.14	0.0819

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Owner	Legal Text	Roll No	Area Ha	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
TALBOT JASON JONATHAN ARTHUR	CON 1 PT LOT 21	271104000404900	0.316	0.93	0	0	0.93	0.0027
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	0.347	1.02	0	0	1.02	0.0030
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	10.514	30.87	0	0	30.87	0.0899
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	7.756	18.72	0	0	18.72	0.0545
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	0.236	0.57	0	0	0.57	0.0017
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	0.340	0.82	0	0	0.82	0.0024
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	9.204	22.22	0	0	22.22	0.0647
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	2.300	5.55	0	0	5.55	0.0162
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	2.026	4.89	0	0	4.89	0.0142
MOSKALYK JOHN JOSEPH	CON 1 PT LOT 21	271104000405700	2.285	5.52	0	0	5.52	0.0161
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	0.580	1.40	0	0	1.40	0.0041
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	1.599	3.86	0	0	3.86	0.0112
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	0.688	1.66	0	0	1.66	0.0048
City of Port Colborne	Lorraine Rd. from Lake edge to Killaly St. East	Lorraine ROW	3.250	17.60	0	0	17.60	0.0512
City of Port Colborne	Lakeshore Rd. East west of Lorraine	Lakeshore Rd. E ROW	0.563	3.08	0	0	3.08	0.0090
City of Port Colborne	Weaver Rd. N of Friendship Trail	Weaver Rd. ROW	0.121	0.75	0	0	0.75	0.0022
			134.55				343.51	1.0000

5.5.3.2 Michener Branch Drain #1 Maintenance Schedule

The following is the Maintenance Assessment table for assigning future maintenance costs using Section 23, refer to Appendix C for the calculations.

Table 12 Michener Branch Drain #1 Maintenance Schedule

Owner	Legal Text	Roll No	Area Ha	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR	271104000404700	2.176	3.55	0	0	3.55	0.2044
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	1.201	1.57	0	0	1.57	0.0902
City of Port Colborne	Lakeshore Rd. East ROW	ROW	0.556	3.08	0	0	3.08	0.1775
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	0.848	0.83	0	0	0.83	0.0478
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	0.729	0.95	0	0	0.95	0.0548
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	0.560	0.73	0	0	0.73	0.0421
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	0.517	0.41	0	0	0.41	0.0233
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	0.405	0.40	0	0	0.40	0.0228
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	0.357	0.28	0	0	0.28	0.0161
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	0.295	0.38	0	0	0.38	0.0221
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	0.289	0.38	0	0	0.38	0.0217
LEON JOHN	CON 1 PT LOT 21	271104000404400	0.205	0.27	0	0	0.27	0.0154
WEEBADUARACHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	0.134	0.17	0	0	0.17	0.0101
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	0.122	0.16	0	0	0.16	0.0091
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	0.071	0.09	0	0	0.09	0.0053
MATHESON GARY	CON 1 PT LOT 21	271104000400400	0.042	0.05	0	0	0.05	0.0032
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	0.012	0.02	0	0	0.02	0.0011
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	0.000	0.00	0	0	0.00	0.0000
City of Port Colborne	ROW	Lorraine Rd. ROW	0.689	4.05	0	0	4.05	0.2329
			9.208	17.37	0.00	0.00	17.37	1.00

5.5.3.3 Michener Branch Drain #2 Maintenance Schedule

The following is the Maintenance Assessment table for assigning future maintenance costs using Section 23, refer to Appendix C for the calculations.

Table 13 Michener Branch Drain #2 Maintenance Schedule

Owner	Legal Text	Roll No	Area Ha	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	5.108	5.67	0	0	5.67	0.0885
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	3.545	8.09	0	0	8.09	0.1264
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	2.799	8.22	0	0	8.22	0.1283
NERO FELICE	CON 1 PT LOT 20	271104000318000	2.431	3.17	0	0	3.17	0.0495
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	14.499	28.38	0	0	28.38	0.4431
CofPC	ROW	Lorraine ROW	1.380	8.10	0	0	8.10	0.1265
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	0.554	1.01	0	0	1.01	0.0158
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	0.154	0.25	0	0	0.25	0.0039
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	0.096	0.16	0	0	0.16	0.0025
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	0.075	0.15	0	0	0.15	0.0023
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	0.058	0.11	0	0	0.11	0.0017
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	0.012	0.04	0	0	0.04	0.0006
City of Port Colborne	ROW	Weaver Rd. ROW	0.121	0.71	0.00	0.00	0.71	0.01
			30.833	64.05	0.00	0.00	64.05	1.00

6 Michener Drain Report Conclusions

This report has identified a series of drain improvements that include drain maintenance to ensure suitable channel design flows are achieved. The drain improvements have been developed through plan and profile drawings.

The following are summary descriptions of the planned improvements:

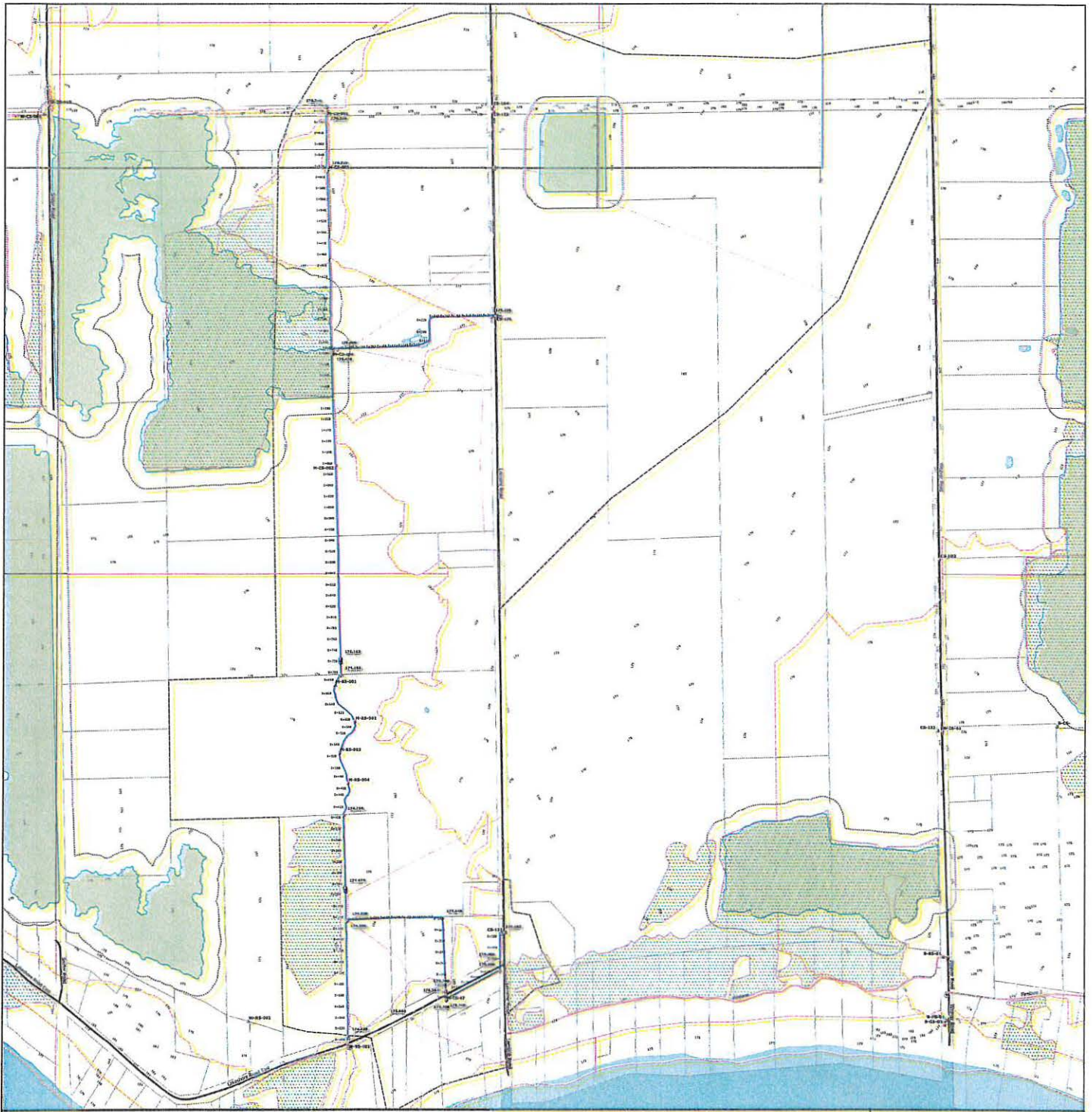
1. Spot Vegetation removal and basic maintenance at the outlet.
2. A specific program of improvement for the Michener Drain involving vegetation removal and re-grading to design grade line from 0+700 to 1+728.
3. An original private drain is to be converted to Michener Branch Drain #1 supplementing the existing roadway culvert on Lakeshore Rd. East and providing a suitable outlet for the culvert crossing Lorraine Rd. for the Section 4 petition by Road Authority. The cost of the bottom tile in channel swale and other improvements are shared with the City of Port Colborne, and the local benefitting landowners. The cost sharing is on a per metre basis for landowners and on the basis of area runoff as calculated. The Ditch Inlets and tile roadway crossing costs are 100% assigned to the City. An allowance is set aside for the possible construction impacts related to the gas line on Lakeshore Rd. E and such costs will be borne by the gas utility owner.
4. Inclusion of an original private drain as part of the Municipal Drain identified as Michener Branch Drain #2. This drain ensures the Lorraine Rd. Culvert CS-101 has a suitable outlet on the basis of a Section 4 Road Authority petition. Clearing and re-grading to design grade is planned west of the existing pond. Upstream of the pond minimal works is proposed except spot clearing of fallen trees impacting the newly identified Branch drain. No change is planned to the existing pond.

Construction of these works is to be recognized as a Section 29 allowance for land access, which has been assumed to already be in place for the main branch of the Michener for top width and a 5m allowance and is introduced for Branch #1 and Branch #2. Damages for construction, Section 30 allowances, are implemented for economic harm for crop damage from construction work impacts for farming properties only. All other construction impacts are to be restored to an equal or better condition.

Assessment is based on a shared benefit for the increased construction costs for the underground pipe works on Michener Branch #1 and allocated as a Section 22 adjacent benefit. Assessment for works related to Michener Branch #2 is Section 23 outlet benefit/liability. Assessment for the Michener Main Drain is based on Section 23 with special benefit assessed for new culvert works. The proposed new sediment basin is a Section 23 outlet liability benefit along with the overall construction costs.

This report and the proposed improvements are based on instructions from the City of Port Colborne and the local landowners. The cost of these improvements are shared across all areas that drain into the Drain by way of allowances and assessments consistent with the Drainage Act of Ontario.

**Appendix A:
Plans, Profiles**



<ul style="list-style-type: none"> Mapbook_index2500 M_outline Crossings Michener_branches entities Michener drain #1 text Michener drain #2 text Michener drain main text Michener_sediment basin entities 	<ul style="list-style-type: none"> Michener_branches entities Michener drain #1 Michener drain #1 text Michener drain #2 Michener drain #2 text Michener drain main Michener drain main text drainC drain_benchmarks 	<ul style="list-style-type: none"> Contours ECA_Sig_Woodlands GR_WetlandAllowance_NPCA GR_RegulatedWetlands_NPCA GR_RegulationAreaUse_NPCA Mich_drain Michener Drain Michener Branch #2 	<ul style="list-style-type: none"> Michener Branch #1 parcel ALL_ASSESSMENT_PARCELS AB_Drain_Parcel_Roads HU FRV IntegratedWaterbody
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Map Scale 1:2500

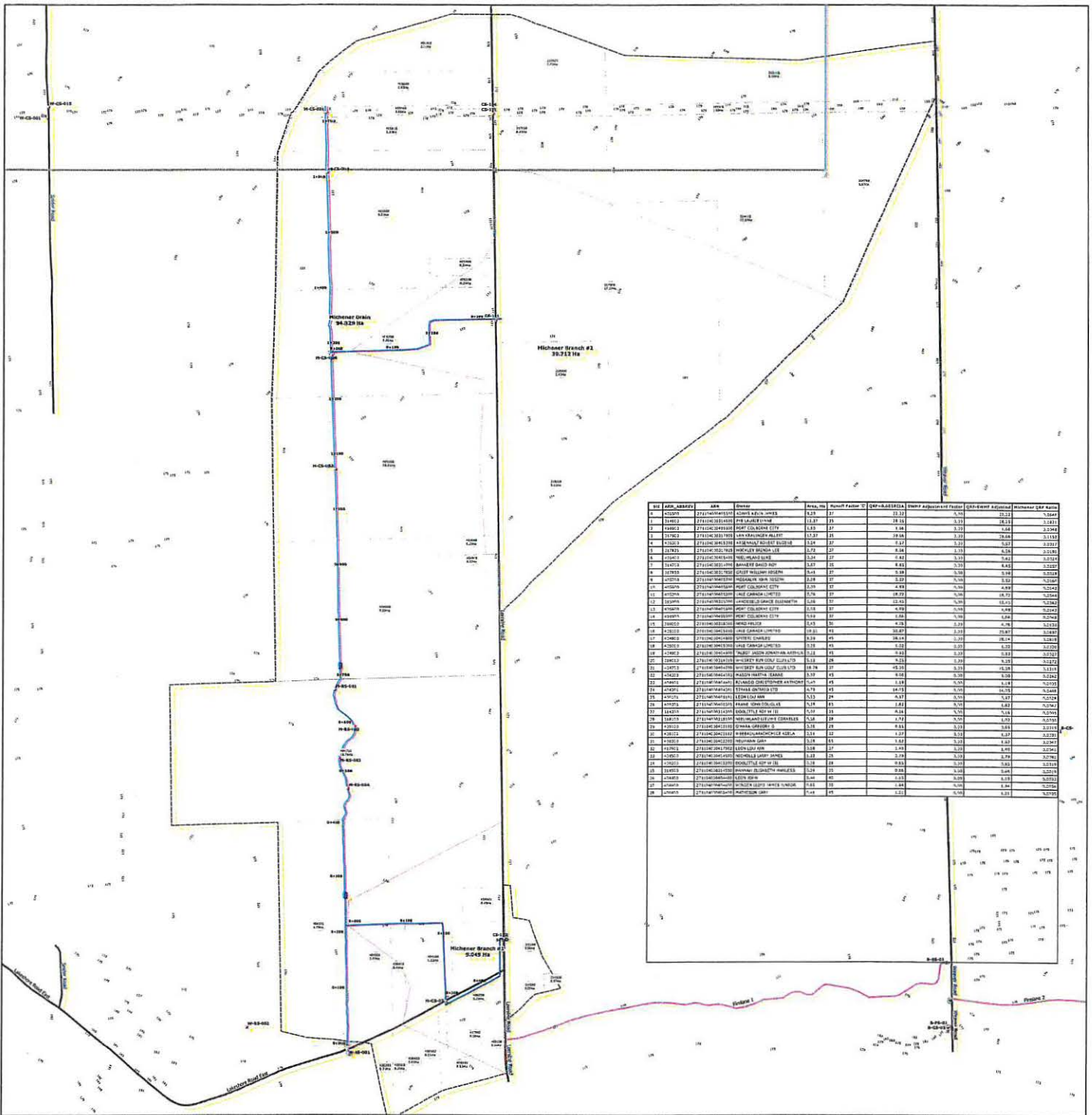
M.EP

Michener Drain

Environmental Plan

EWA Engineering Inc.
12345 Main Street
 12345 City, BC V1N 1A1
 www.ewa.com

Printed on: 2020-01-12



ID	APN_AREAS	APN	Owner	Area (sq)	Percent Factor D	DRP#(ASSESS)	DRP# Adjusted Factor	DRP#-DRP Adjusted	Michener DR Rate
1	271200000000000000	271200000000000000	ADAMS KEVIN JAMES	8.29	37	22.22	5.78	22.22	3.664
2	271200000000000000	271200000000000000	ALLEN KAREN E	1.27	35	18.52	3.33	18.52	1.181
3	271200000000000000	271200000000000000	AMT COLONIAL CITY	1.82	37	1.04	5.23	1.04	1.044
4	271200000000000000	271200000000000000	ANDERSON ALBERT	11.37	35	10.06	3.22	10.06	3.113
5	271200000000000000	271200000000000000	ARNDT RICHARD EUGENE	1.24	37	1.47	3.22	1.47	1.027
6	271200000000000000	271200000000000000	BICKLEY BRUNDA LEE	2.72	37	8.14	1.73	8.14	2.024
7	271200000000000000	271200000000000000	BILL-HUGHES	1.01	37	1.42	3.22	1.42	1.027
8	271200000000000000	271200000000000000	BANDER BRAD RAY	1.82	35	8.42	5.23	8.42	1.027
9	271200000000000000	271200000000000000	CLIFF WILSON WILSON	8.41	37	5.39	5.23	5.39	3.024
10	271200000000000000	271200000000000000	BIRNBAUM WAH WILSON	2.29	37	5.23	5.23	5.23	3.024
11	271200000000000000	271200000000000000	POST COLONIAL CITY	1.25	37	4.98	5.23	4.98	3.242
12	271200000000000000	271200000000000000	ONE CANTON LOTTES	5.26	37	18.72	5.23	18.72	3.024
13	271200000000000000	271200000000000000	LANDSHOLD JAMES EUGENIUM	1.48	37	10.42	5.23	10.42	3.024
14	271200000000000000	271200000000000000	POST COLONIAL CITY	1.18	37	4.78	5.23	4.78	3.242
15	271200000000000000	271200000000000000	POST COLONIAL CITY	1.42	37	1.48	5.23	1.48	3.024
16	271200000000000000	271200000000000000	WIND HILL	1.45	35	8.28	3.22	8.28	3.123
17	271200000000000000	271200000000000000	ONE CANTON LOTTES	2.81	35	10.82	3.22	10.82	3.024
18	271200000000000000	271200000000000000	SPRING CHERRY	8.19	49	18.14	1.23	18.14	1.013
19	271200000000000000	271200000000000000	ONE CANTON LOTTES	3.29	49	1.22	3.22	3.22	3.220
20	271200000000000000	271200000000000000	ANDY JAMES JAMES JAMES	1.42	49	4.42	3.22	4.42	3.220
21	271200000000000000	271200000000000000	WILSON RAY COLY CLYALTD	1.13	49	8.13	3.22	8.13	3.123
22	271200000000000000	271200000000000000	POST COLONIAL CITY	1.81	37	18.72	3.22	18.72	3.024
23	271200000000000000	271200000000000000	WALTON MARTIN EDWARD	8.12	49	1.04	5.23	1.04	3.242
24	271200000000000000	271200000000000000	ANDREW CHRISTOPHER ANTHONY	1.48	49	1.18	5.23	1.18	3.242
25	271200000000000000	271200000000000000	ESTATE DONALD J D	8.29	49	18.72	5.23	18.72	3.024
26	271200000000000000	271200000000000000	LEON LAY ANN	1.52	24	6.17	5.23	6.17	3.242
27	271200000000000000	271200000000000000	ERIK HENRIKSSON	5.24	51	1.12	5.23	1.12	3.024
28	271200000000000000	271200000000000000	DAVID TYLE AND W III	5.12	35	6.14	5.23	6.14	3.242
29	271200000000000000	271200000000000000	WILLIAMS LLOYD EDWIN EDWIN	5.28	28	1.72	5.23	1.72	3.024
30	271200000000000000	271200000000000000	ERIK HENRIKSSON	1.24	49	8.14	3.22	8.14	3.123
31	271200000000000000	271200000000000000	WILLIAMSON ROBERT ADELA	1.51	12	1.27	3.22	1.27	3.220
32	271200000000000000	271200000000000000	WILLIAMS LLOYD	1.24	51	1.12	5.23	1.12	3.024
33	271200000000000000	271200000000000000	LEON LAY ANN	1.18	37	1.48	5.23	1.48	3.242
34	271200000000000000	271200000000000000	NICHOLLA JAMES JAMES	1.22	25	2.18	3.22	2.18	3.276
35	271200000000000000	271200000000000000	PROUTY TYLE AND W III	1.29	49	8.14	3.22	8.14	3.123
36	271200000000000000	271200000000000000	FRANKE ALBERT HANESS	1.29	12	3.18	5.23	3.18	3.242
37	271200000000000000	271200000000000000	ERIK HENRIKSSON	1.42	42	1.12	5.23	1.12	3.024
38	271200000000000000	271200000000000000	WILSON LLOYD ANDREW WILSON	8.41	12	1.44	5.23	1.44	3.242
39	271200000000000000	271200000000000000	ANDERSON ALBERT	8.41	49	1.12	5.23	1.12	3.024

Map Scale 1:2500

100 0 100 200 300 400 m

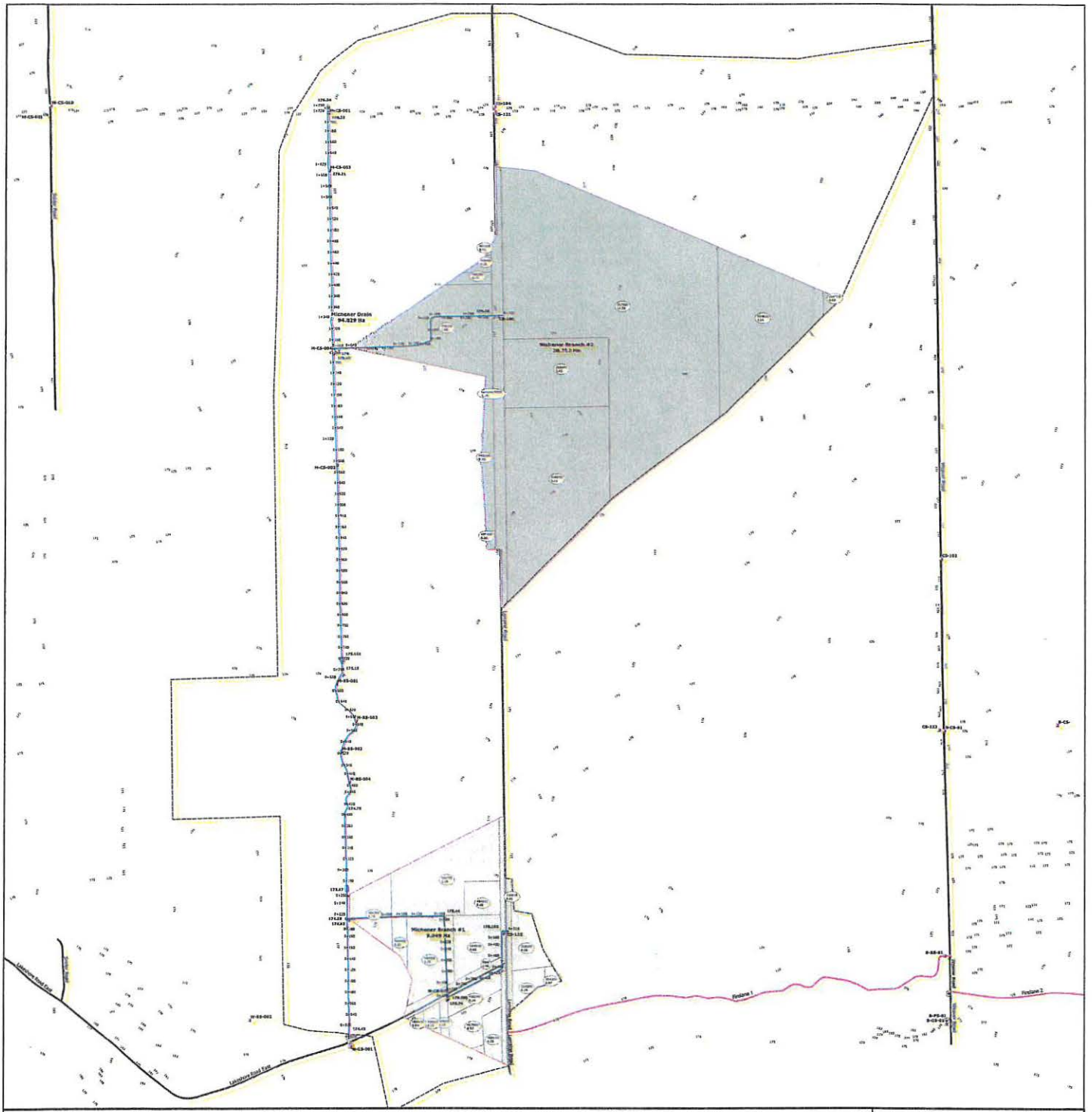
Michener Drain

Assessed Properties by Drainage Area and ARN

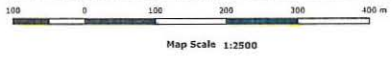
EWA Engineering Inc.
 2175 W. 10th Street
 Saskatoon, SK S7N 3K5
 www.ewaeng.com

Printed on: 2020-01-30

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 — 0-michener drain main text
 Michener Branch #1
— michener_branches entities
— 0-michener drain #1
— 0-michener drain #1 text
Mich_grip
Mich_catch
DrainC
Mich_Drain
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— 0-michener drain main
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— 0-michener drain #2 text
— 0-michener drain main
Mich_grip
Mich_catch
DrainC
Mich_Drain
Michener Branch #2
AB_Drain_Parcel_Roads
PRIV



<ul style="list-style-type: none"> — Michener Branches enticings — Michener Drain #1 text — Michener Drain #2 text — Michener Drain main text — Michener Drain man text — Michener Branches enticings — Michener Drain #1 — Michener Drain #1 text 	<ul style="list-style-type: none"> — Michener Drain #2 — Michener Drain #2 text — Michener Drain main — Michener Drain man text — Michener Drain — Michener Branch #2 — Michener Branch #1 — Michener Sediment basin enticings 	<ul style="list-style-type: none"> Contours Mich Catch DrainC Michener Drain Michener Branch #2 Michener Branch #1 	<ul style="list-style-type: none"> Michener Branch #2 Properties Michener Branch #1 Properties rowcadv All_Drain_Parcel_Roads PAV1 Michener Branch #2 Michener Branch #1 PAV2
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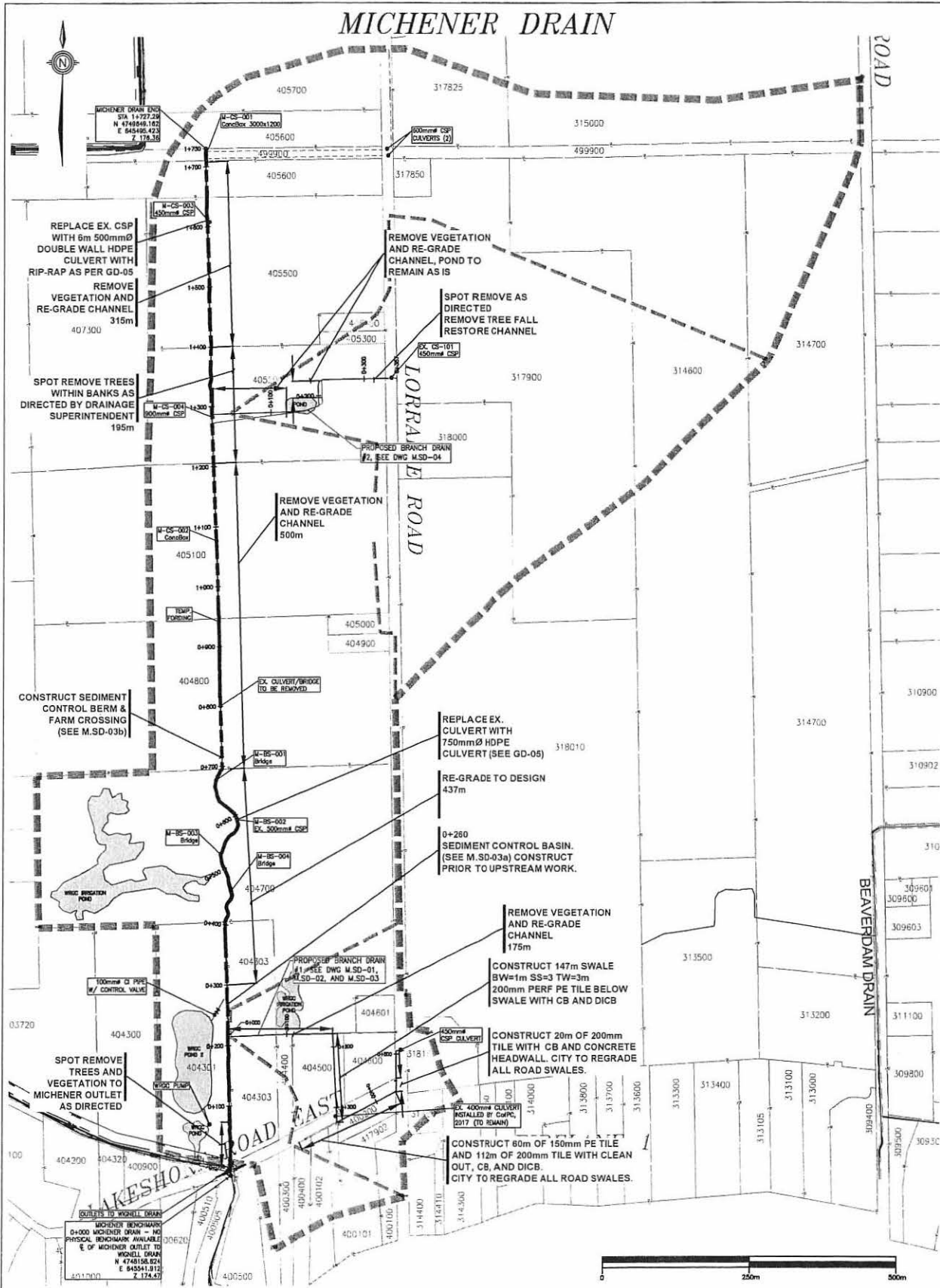
Michener Drain

Assessed Properties by Drainage Area and ARN

EWA Engineering Inc.
2250 Hwy 101, Suite 100, Victoria, BC V8N 1L1
 Tel: 250-363-1111
 www.ewaeng.com

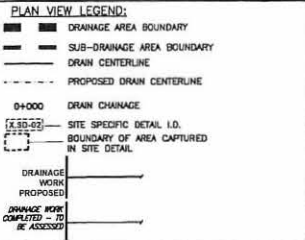
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MICHENER DRAIN



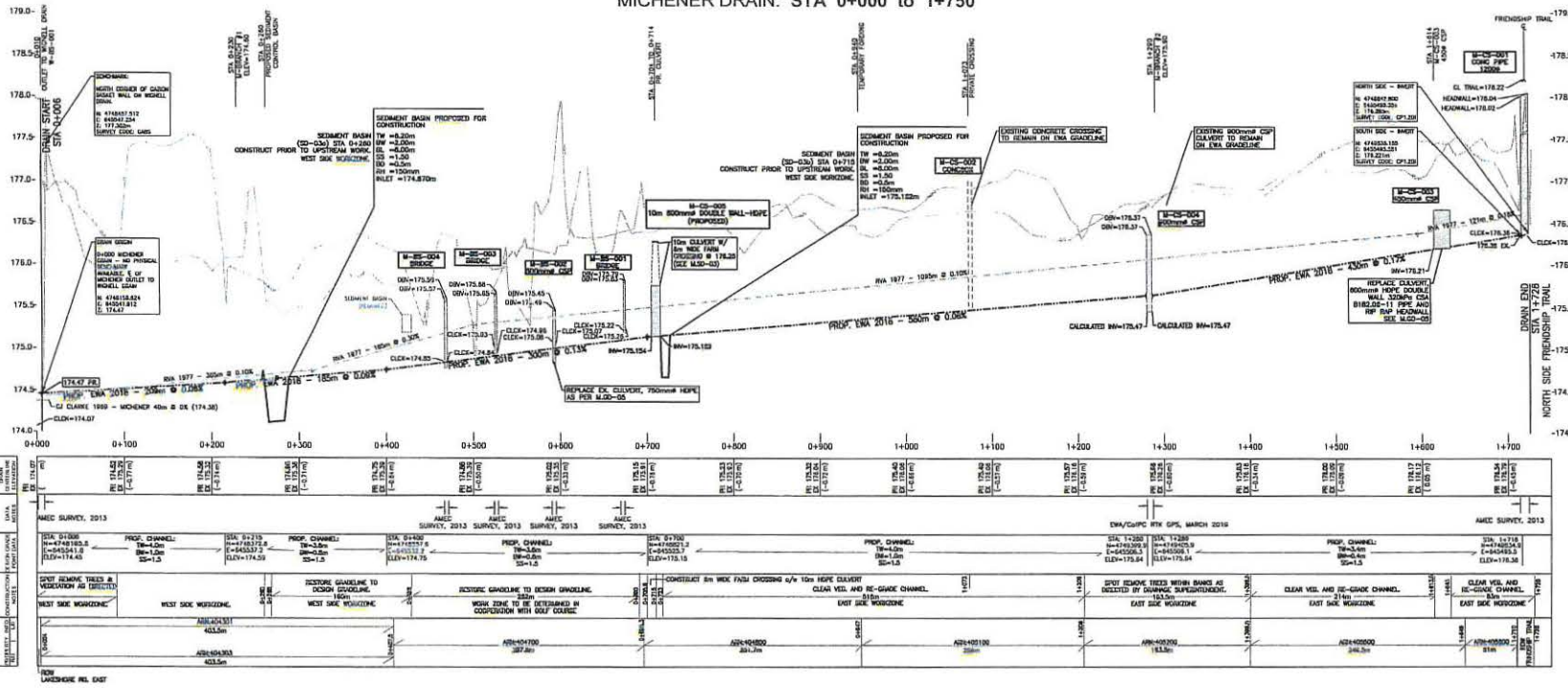
NOTES:

1. DIMENSIONS ARE IN METERS UNLESS OTHERWISE NOTED
2. CATCHMENT BOUNDARIES ARE BASED ON THE NFA DIGITAL ELEVATION MODEL (DEM) 2510
3. SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - DRAIN CIRCUMFERENCE & SPOT CHANNELS ASSESSMENT SURVEY, 2013
 - AS CONDUCTED SURVEY BY GEPIC, 2018 STATION 0+000+1+240
 - SURFACE BENCHMARK SURVEY BY GEPIC, 2018
 - WEGE ENGINEERING SURVEY, 2008



		MICHENER DRAIN PLAN	
		Paul C. Marsh, P.Eng. Principal Engineer EWA Engineering Inc. 84 Main Street, Unionville, Ontario L3R 2J7 416-432-2824 www.ewaeng.com	
City of Port Colborne Michener Municipal Drain		DRAWN BY: DAC CHECKED BY: PCM	APPROVED BY: PCM DATE: 14-Apr-20
PROJECT NO.: 183627 ROLE: P.E.A.		DRAWING NO.: M.PLAN	

MICHENER DRAIN: STA 0+000 to 1+750



STATION	PROF. CHANNEL	EXISTING CHANNEL	STRUCTURE	CONSTRUCTION	REMARKS
0+000	STA 0+000 M=4.0m E=84541.0 S=1.5	STA 0+000 M=4.0m E=84541.0 S=1.5			
0+100	STA 0+100 M=4.0m E=84537.5 S=1.5	STA 0+100 M=4.0m E=84537.5 S=1.5			
0+200	STA 0+200 M=4.0m E=84534.0 S=1.5	STA 0+200 M=4.0m E=84534.0 S=1.5			
0+300	STA 0+300 M=4.0m E=84530.5 S=1.5	STA 0+300 M=4.0m E=84530.5 S=1.5			
0+400	STA 0+400 M=4.0m E=84527.0 S=1.5	STA 0+400 M=4.0m E=84527.0 S=1.5			
0+500	STA 0+500 M=4.0m E=84523.5 S=1.5	STA 0+500 M=4.0m E=84523.5 S=1.5			
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1+750	STA 1+750 M=4.0m E=84478.0 S=1.5	STA 1+750 M=4.0m E=84478.0 S=1.5			

- NOTES:**
- DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
 - EXISTING BOUNDARIES ARE BASED ON THE NPGA DIGITAL ELEVATION MODEL (DEM) 2010
 - SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - DRAIN CHANNELS & SPOT CHANNELS AMEC SURVEY, 2013
 - AS CONSTRUCTED SURVEY BY CUPIC, 2018 STATION 0+000-1+800
 - SUPPLEMENTARY SURVEY BY CUPIC, 2018
 - NPGA ENGINEERING SURVEY, 2008

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 OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE DONE TO THEM.

SPATIAL DATA:

DEM DATA FROM HAGARA PENINSULA COORDINATION AUTHORITY

- HORIZONTAL DATUM: UTM MAG32-CRS ZONE 17N
- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DRAIN BOTTOM (NPGA DEM GDA)
	EXISTING DRAIN BOTTOM (SURVEYS)
	HISTORICAL GROUNDLINE
	PROPOSED DRAIN GROUNDLINE-EM, 2018
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	10M RL
	SPOT FROM HISTORIC HIGH GROUNDLINE

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR BIDDING REPORT	MAY 2018

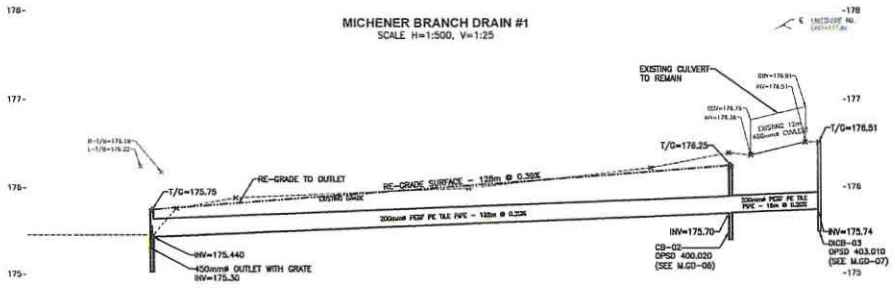
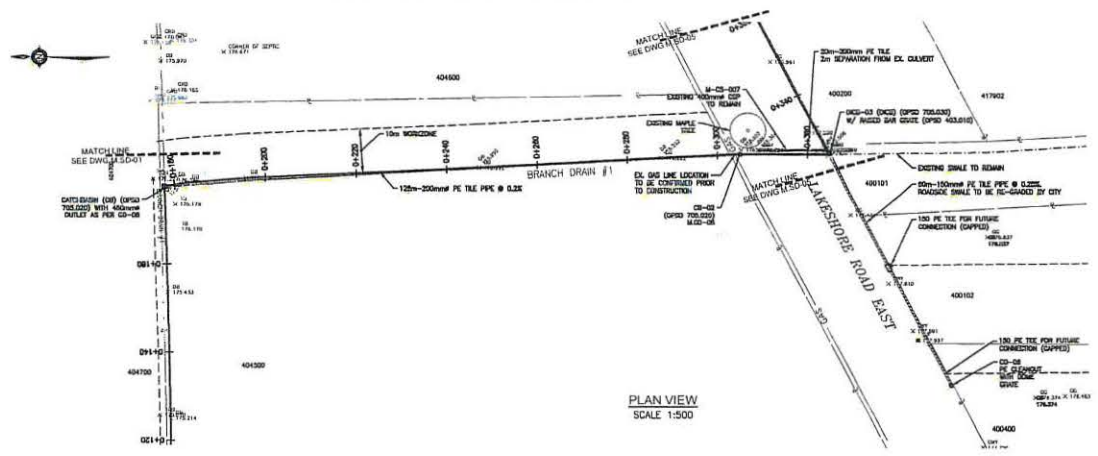
MICHENER MUNICIPAL DRAIN PROFILE

CITY OF PORT COLBORNE

PORT COLBORNE

Paul C. Marsh, P.Eng., Professional Engineer
 EWA Engineering Inc.
 64 Main Street, Uxbridge, Ontario
 L9P 2J7
 905-469-2271 www.ewaeng.com

DESIGN BY	APPROVED BY	PROJECT NO.	DRAWING NO.
DAC	PCM	-	M.P1
DESIGNED BY	DATE	SCALE	NO. OF SHEETS
PCM	14-04-20	1:1	1-125



STATION	DATE	DESCRIPTION
0+150	17/11/18	EXISTING DRAIN BOTTOM (MPCA DEM DATA)
0+150	17/11/18	EXISTING DRAIN BOTTOM (SURVEYED)
0+150	17/11/18	HISTORICAL GRADELINE
0+150	17/11/18	PROPOSED DRAIN GRADELINE - CMA, 2018
0+150	17/11/18	LEFT BANK
0+150	17/11/18	RIGHT BANK
0+150	17/11/18	EXISTING DRAIN SECTION
0+150	17/11/18	EXISTING STRUCTURE DETAILS
0+150	17/11/18	ASSUMED EXISTING STRUCTURE DETAILS
0+150	17/11/18	EXISTING DRAIN ELEVATION
0+150	17/11/18	PROPOSED DRAIN CENTERLINE ELEVATION
0+150	17/11/18	PROPOSED DRAIN ELEVATION (OTHER VERTICAL DATUM ELEVATION)
0+150	17/11/18	DRAIN FROM HISTORICAL DRAIN GRADELINE

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	JAN/21/2020

DATE	DESCRIPTION
17/11/18	EXISTING DRAIN BOTTOM (MPCA DEM DATA)
17/11/18	EXISTING DRAIN BOTTOM (SURVEYED)
17/11/18	HISTORICAL GRADELINE
17/11/18	PROPOSED DRAIN GRADELINE - CMA, 2018
17/11/18	LEFT BANK
17/11/18	RIGHT BANK
17/11/18	EXISTING DRAIN SECTION
17/11/18	EXISTING STRUCTURE DETAILS
17/11/18	ASSUMED EXISTING STRUCTURE DETAILS
17/11/18	EXISTING DRAIN ELEVATION
17/11/18	PROPOSED DRAIN CENTERLINE ELEVATION
17/11/18	PROPOSED DRAIN ELEVATION (OTHER VERTICAL DATUM ELEVATION)
17/11/18	DRAIN FROM HISTORICAL DRAIN GRADELINE

- NOTES:**
- DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
 - CATCHMENT BOUNDARIES ARE BASED ON THE MPCA DIGITAL ELEVATION MODEL (DEM) 2010
 - SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - DRAIN CATCHMENT & SPOT CHANNELS AREC SURVEY, 2013
 - AS CONSTRUCTED SURVEY BY CUPIC, 2016 STATION CROSS-1448
 - SUPPLEMENTARY SURVEY BY CUPIC, 2018
 - WISE ENGINEERING SURVEY, 2008

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, CEMETES AND OTHER UNDERGROUND AND ABOVEGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, THEREFORE, THE CONTRACTOR SHALL VERIFY THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL REFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE DONE TO THEM.

SPATIAL DATA:

DEM DATA FROM HAZARA PENINSULA CONSERVATION AUTHORITY

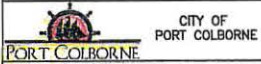
- HORIZONTAL DATUM: UTM NAD83-CRS ZONE 17N
- VERTICAL DATUM: EDVD20-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (MPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE - CMA, 2018
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION (OTHER VERTICAL DATUM ELEVATION)
	DRAIN FROM HISTORICAL DRAIN GRADELINE



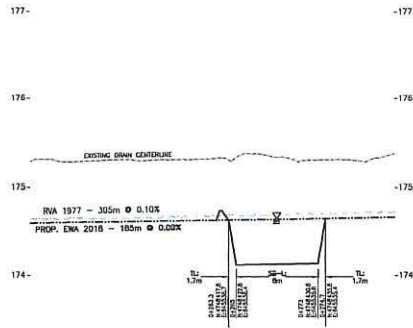
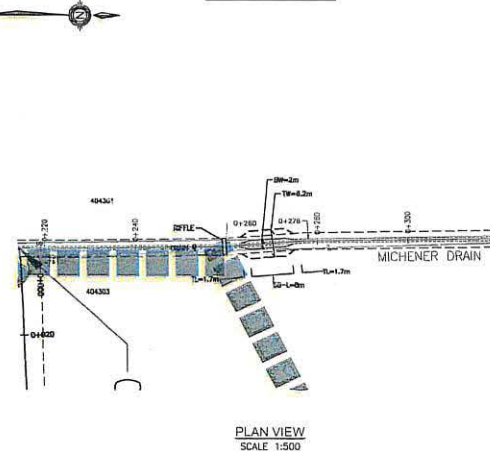
MICHENER MUNICIPAL DRAIN SPECIFIC DETAIL



PORT COLBORNE
 Paul C. Marsh, P. Eng., Principal Engineer
EWA Engineering Inc.
 84 Main Street, Unionville, Ontario
 L3R 9L7
 (416) 466-2221 www.ewaeng.com

DRAWN BY:	APPROVED BY:	PROJECT NO.:	DRAWING NO.:
DAC	PCM	153-203	M50-02
DESIGNED BY:	DRAWN BY:	DATE:	SCALE:
PCM	PCM	14-09-20	AS SHOWN

M.SD-03a

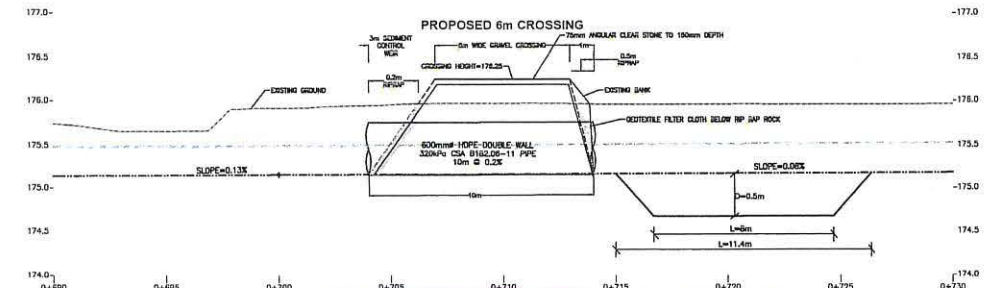
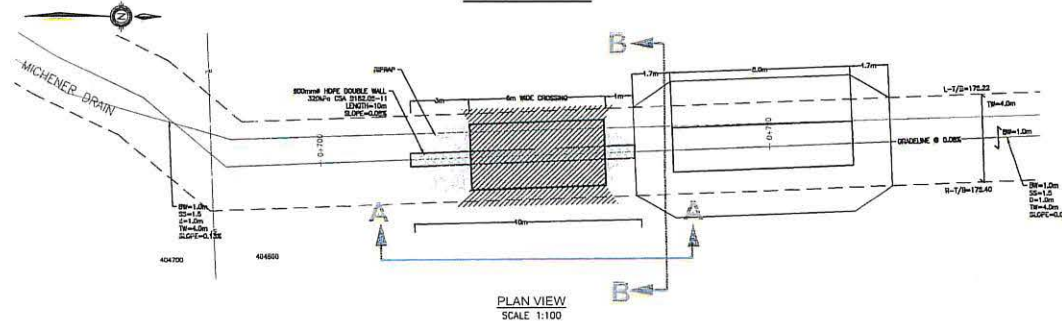


STATION	DESCRIPTION
0+220	RE 17340 (C-2000)
0+240	RE 17340 (C-2000)
0+260	RE 17340 (C-2000)
0+280	RE 17340 (C-2000)
0+300	RE 17340 (C-2000)

CONSTRUCT 305mm DIAMETER WITH 2.0m APPROXIMATE TO EXISTING CENTERLINE OF DRAIN WITH 1.5m OFFSET TO EXISTING CENTERLINE OF DRAIN WITH 150mm OFFSET TO EXISTING CENTERLINE OF DRAIN

APR-04-03

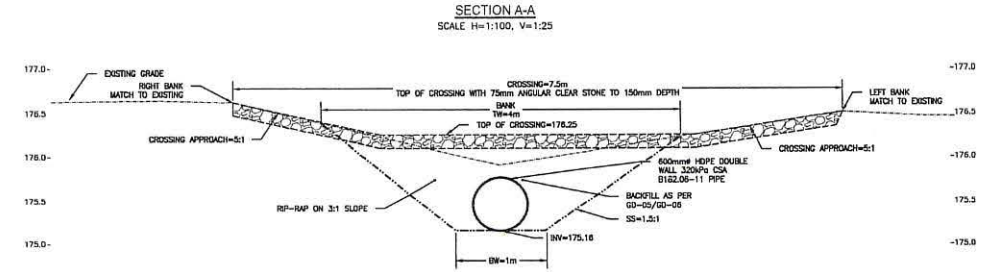
M.SD-03b



STATION	DESCRIPTION
0+690	RE 17314 (C-2000)
0+700	RE 17314 (C-2000)
0+705	RE 17314 (C-2000)
0+710	RE 17314 (C-2000)
0+715	RE 17314 (C-2000)
0+720	RE 17314 (C-2000)
0+725	RE 17314 (C-2000)
0+730	RE 17314 (C-2000)

CONSTRUCT 6m WIDE CROSSING WITH 5:1 APPROACH EQUAL 10m OF 300mm HOPE DOUBLE WALL PIPE

11.0m CONCRETE BASIN



- NOTES:**
1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
 2. CATCHMENT BOUNDARIES ARE BASED ON THE NPCC DIGITAL ELEVATION MODEL (DEM) 2010
 3. SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - BENCH CHANGES AND SURVEY, 2013
 - AS CONSTRUCTED SURVEY BY CFCF, 2016 STATION 04058-1-046
 - SUPPLEMENTARY SURVEY BY CFCF, 2018
 - WEGE ENGINEERING SURVEY, 2008

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONCEPT DRAWINGS AND, WHILE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE DONE TO THEM.

SPATIAL DATA:

- DATA FROM NAD83 CANADIAN COORDINATE AUTHORITY
- HORIZONTAL DATUM: UTM NAD83-CRS ZONE 17N
- VERTICAL DATUM: CGVD28-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF 40.0m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (GRAINED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE-DEM, 2010
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	PROPOSED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION
	SPOT HEIGHT EXISTING ELEVATION
	SPOT HEIGHT FROM VERTICAL DATUM GRADELINE

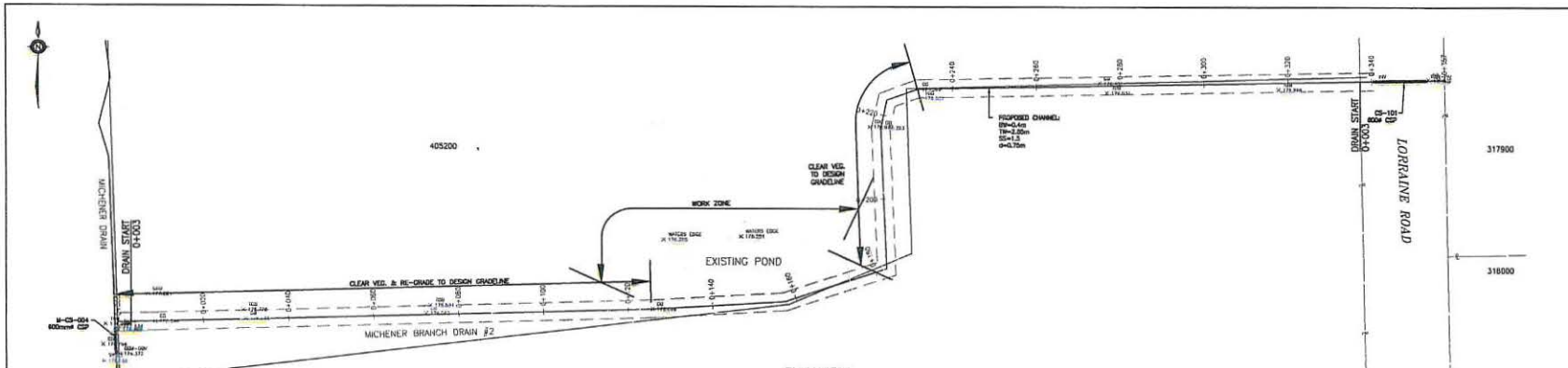
NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/21/2020



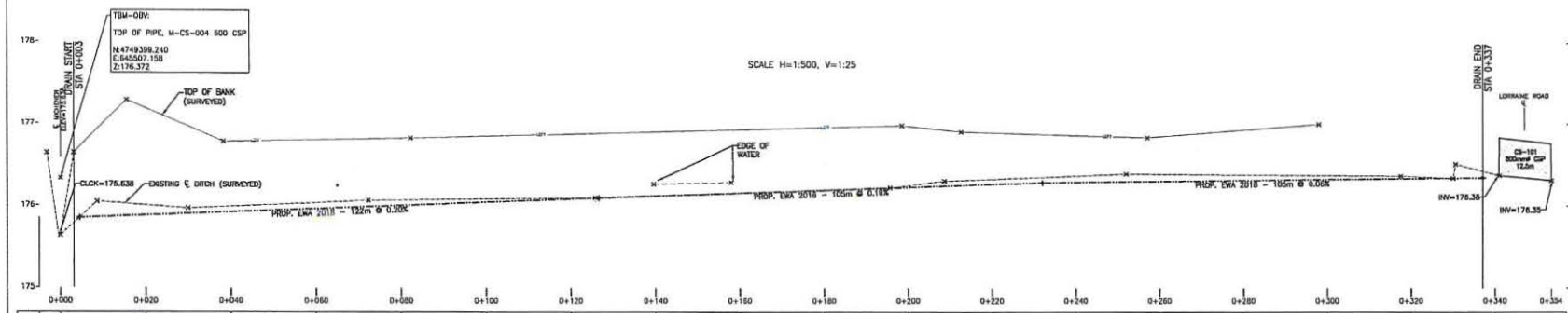
MICHENER MUNICIPAL DRAIN SPECIFIC DETAIL

CITY OF PORT COLBORNE
 PORT COLBORNE
 Paul C. Marsh, P.Eng., Principal Engineer
 EWA Engineering Inc.
 84 Main Street, Unionville, Ontario
 905.477.8221 www.ewaeng.com

DESIGN BY:	APPROVED BY:	PROJECT NO.:	DRAWING NO.:
CMC	FCM	154300	M.SD-03
DESIGNED BY:	DATE:	SCALE:	
FCM	14-Apr-20	N/A	



PLAN VIEW
SCALE 1:500



SCALE H=1:500, V=1:25

STATION	DESCRIPTION	DATA
0+000	CLEAR VEGETATION AND RE-GRADE TO DESIGN GRADELINE.	DATA: 011004 N=444848.0 E=443526.8 ELEV=175.05 EMA 2018
0+100	EXISTING POND TO BE REMOVED AS PART OF WORK ZONE.	DATA: 011137 N=444848.0 E=443533.3 ELEV=175.09 EMA 2018
0+150	CLEAR VEGETATION AND RE-GRADE TO DESIGN GRADELINE.	DATA: 01333 N=444848.0 E=443523.8 ELEV=175.08 EMA 2018
0+250	SPIT TREE REMOVAL AS DIRECTED SOUTH SIDE WORKZONE.	DATA: 01337 N=444848.1 E=443519.5 ELEV=175.25 EMA 2018
0+300		DATA: 01337 N=444848.1 E=443519.5 ELEV=175.25 EMA 2018

- NOTES:**
- DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
 - DATUMMENT BOUNDARIES ARE BASED ON THE NPCA DIGITAL ELEVATION MODEL (DEM) 2010
 - SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - DRAIN CROSSINGS & SPOT CHANNELS: AMEC SURVEY, 2013
 - AS CONSTRUCTED SURVEY BY CUPIC, 2018 STATION CROSS-14140
 - SUPPLEMENTARY SURVEY BY CUPIC, 2018
 - WIDE ENGINEERING SURVEY, 2008

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, IF SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HAUSLEY OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE DONE TO THEM.

- SPATIAL DATA:**
- DATA FROM HAUSLEY PENNSILVA CONSERVATION AUTHORITY
 - HORIZONTAL DATUM: UTM NAD83-CRS ZONE 17N
 - VERTICAL DATUM: CGVD28-1978
 - ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF ±0.5m

LEGEND

	EXISTING DITCH BOTTOM (NPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL GRADELINE
	PROPOSED DRAIN GRADELINE - EMA, 2018
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSIGNED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN CENTERLINE ELEVATION
	PROPOSED DRAIN ELEVATION
	RAIN POINT FROM HISTORICAL DESIGN GRADELINE (EMA, 2018)

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	JAN/2020

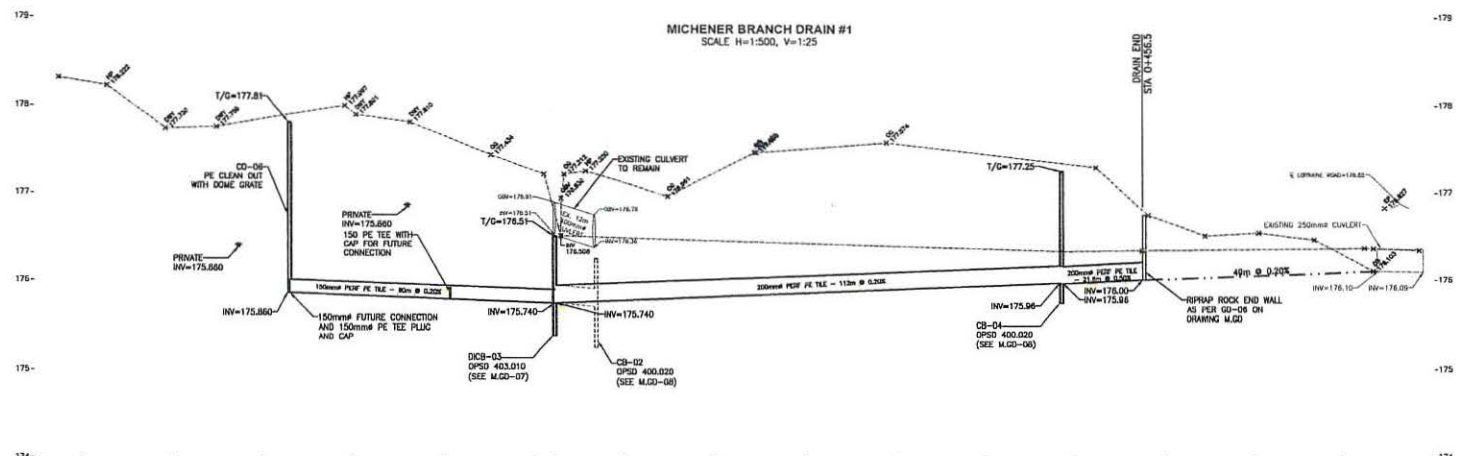
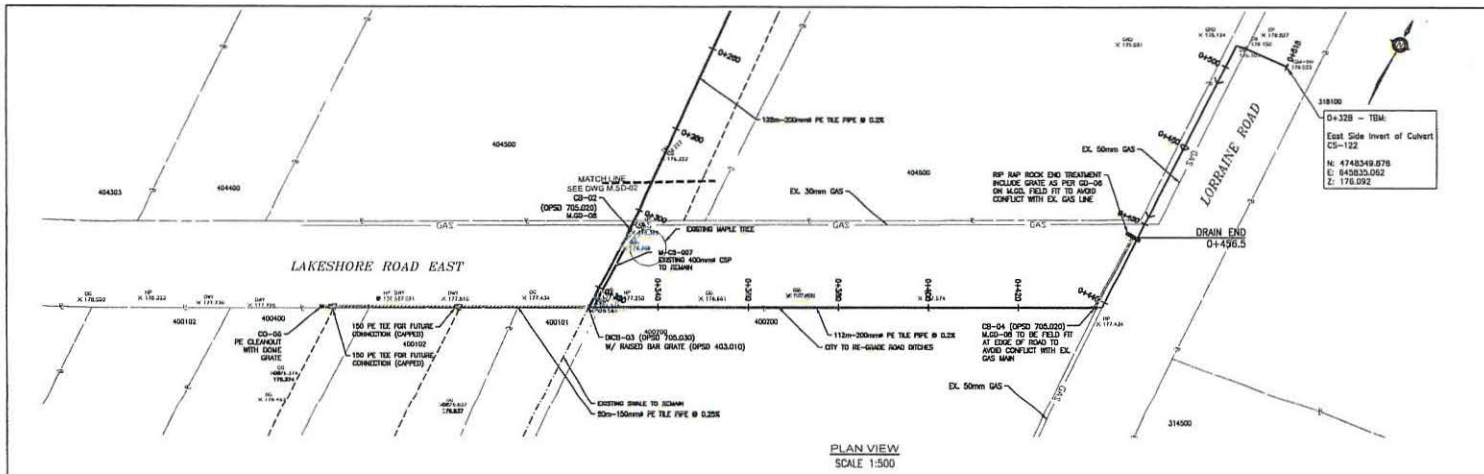
MICHENER MUNICIPAL DRAIN SPECIFIC DETAIL

CITY OF PORT COLBORNE

PORT COLBORNE

Paul C. Marek, P.Eng. Principal Engineer
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DRAWN BY: DAC	CHECKED BY: PCM	PROJECT NO.: 180308	DRAWING NO.: M.SD-04
DESIGNED BY: PCM	DATE: 14-Apr-20	SCALE: AS SHOWN	



STATION	DATE	BY	CHKD	APP'D	DESCRIPTION														
0+210	0+220	0+240	0+260	0+280	0+300	0+320	0+340	0+360	0+380	0+400	0+420	0+440	0+460	0+480	0+500				
EMA/CLIPC WITH GPS SURVEY, SEPT. 2019																			
STA: 0+300 N=4748221.539 E=446521.437 ELE=175.88				STA: 0+320 N=4748221.424 E=446521.437 ELE=175.74				STA: 0+420 N=4748221.377 E=446521.437 ELE=175.96				STA: 0+430 N=4748221.523 E=446521.504 ELE=178.00				STA: 0+500 N=4748221.266 E=446521.923 ELE=178.10			
60m - 150mm PEF PE TLE PIPE @ 0.20% AND 150mm PE TEE PLUG AND CAP																			
112m - 200mm PEF PE TLE PIPE @ 0.20% AND RE-CONK TO OUTLET																			
21.5m - 200mm PEF PE TLE PIPE @ 0.2% AND SCHEDULE 40 WITH NEW 300mm HATCH																			
CITY OF PORT COLBORNE TO REPAIR MANHOLE TO OUTLET @ 0.2% AND SCHEDULE 40 WITH NEW 300mm HATCH																			
LAKESHORE ROAD E.R.O.W. 30m, 33m, 15m, 112m, 60m, 30m, 30m																			
A/R# 400102, A/R# 400400, A/R# 400102, A/R# 400101, A/R# 400200, A/R# 404800, LORLAINE ROAD R.O.W.																			

- NOTES:**
1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED
 2. ENCHMENT BOUNDARIES ARE BASED ON THE MPCA DIGITAL ELEVATION MODEL (DEM) 2010
 3. SPECIFIC POINTS IN THE SURFACE ARE BASED ON THE FOLLOWING SURVEYS:
 - GRAB CROSSINGS & SPOT CHANNELS AEC SURVEY, 2013
 - AS CONSTRUCTED SURVEY BY CUPIC, 2015 (DRAWN: 0+000-1+400)
 - SUPPLEMENTARY SURVEY BY CUPIC, 2018
 - WEGE ENGINEERING SURVEY, 2002

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND ABOVEGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.

BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE DONE TO THEM.

SPATIAL DATA:

DATA FROM NAGARA PENINSULA CONSERVATION AUTHORITY

- HORIZONTAL DATUM: UTM NAD83-ZONE 17N
- VERTICAL DATUM: CGD2011-1978
- ACCURACY: ABSOLUTE HORIZONTAL AND VERTICAL POSITIONAL ACCURACIES OF 0.5m

LEGEND

	EXISTING DITCH BOTTOM (MPCA DEM DATA)
	EXISTING DITCH BOTTOM (SURVEYED)
	HISTORICAL BOUNDARY
	PROPOSED DRAIN GRADELINE-EMA, 2019
	LEFT BANK
	RIGHT BANK
	EXISTING DRAIN SECTION
	EXISTING STRUCTURE DETAILS
	ASSUMED EXISTING STRUCTURE DETAILS
	EXISTING DRAIN ELEVATION
	PROPOSED DRAIN COVERLINE ELEVATION
	PROPOSED DRAIN ELEVATION
	BENCH MARKS (EXISTING ELEVATION)
	SPOT FROM HISTORICAL DRAIN DRAWING

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR REPORT	MAY/05/2020

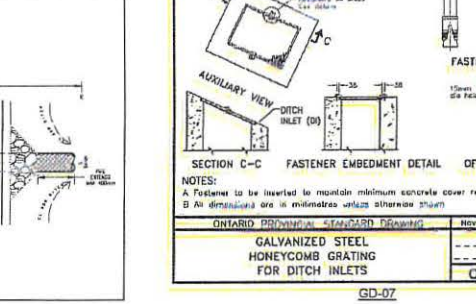
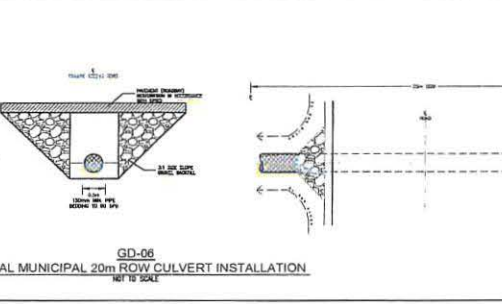
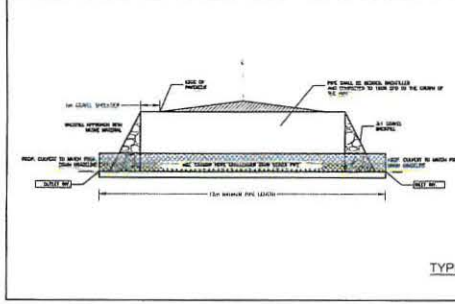
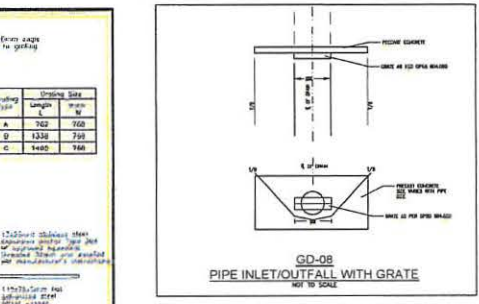
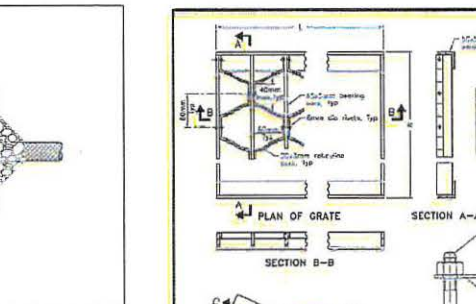
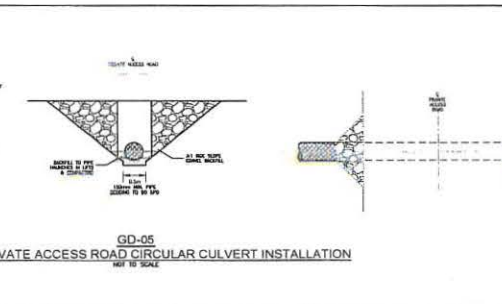
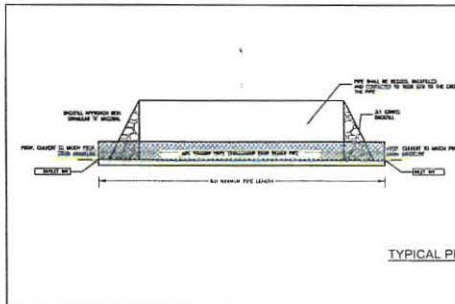
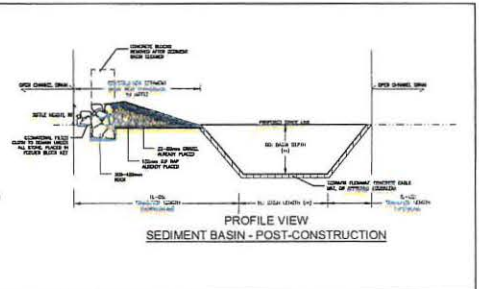
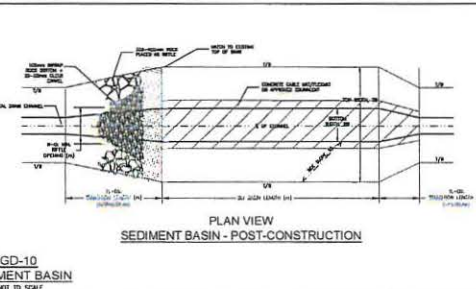
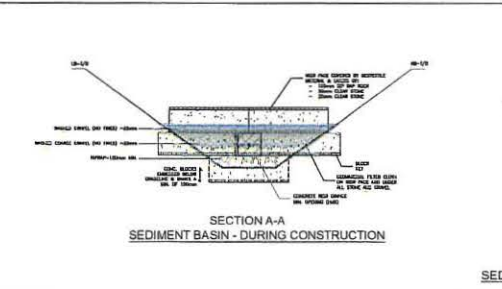
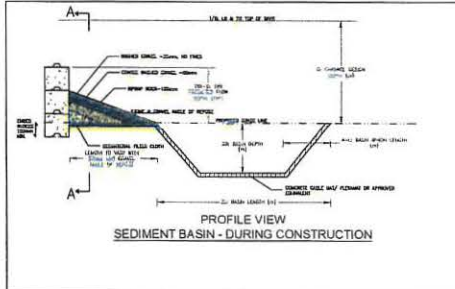
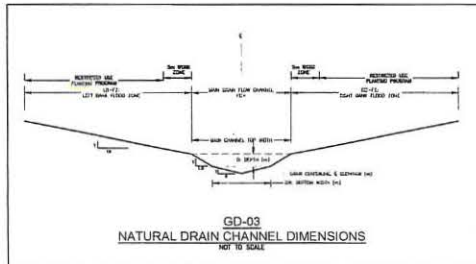
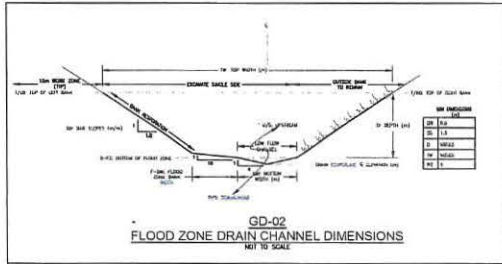
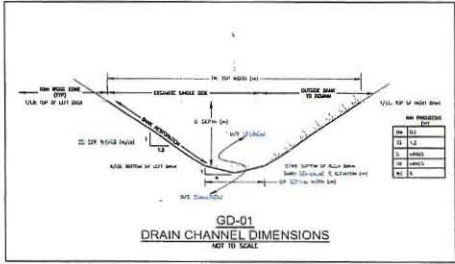


MICHENER MUNICIPAL DRAIN SPECIFIC DETAIL

CITY OF PORT COLBORNE

Paul C. Marsh, P.Eng., Principal Engineer
 EWA Engineering Inc.
 84 Main Street, Port Colborne, Ontario
 L2E 2E4
 907-975-2624 www.ewaseng.com

DESIGNED BY: PCM	APPROVED BY: PCM	PROJECT NO.: 180306	DRAWING NO.: M.SD-05
ISSUED BY: PCM	DATE: 05-May-20	SCALE: AS SHOWN	



MICHENER MUNICIPAL DRAIN GENERAL DETAILS

CITY OF PORT COLBORNE

PORT COLBORNE

Approved by the Professional Engineer
DWA Engineering Inc.
DWA Engineering Inc.

PROFESSIONAL ENGINEER
DWA Engineering Inc.
DWA Engineering Inc.

DESIGN BY:	APPROVED BY:	PROJECT NO.:	ISSUE NO.:
DWC	PCM	-	-
DRAWN BY:	DATE:	SCALE:	ISSUE NO.:
PCM	08-04-20	N/A	M.G.D.

OPSD 405.010

CITY OF PORT COLBORNE DRAINAGE CONTACTS:

APPOINTED DRAINAGE ENGINEER:

MR. PAUL C. MARSH, P.ENG.
EWA ENGINEERING INC.
84 MAIN STREET, UNIONVILLE, ON L3R 2E7
PCMARSH@EWAENG.COM
647.400.2824

DRAINAGE SUPERINTENDENT:

ALANA VANDER VEEN
DRAINAGE SUPERINTENDENT
1 KILLALY STREET WEST, PORT COLBORNE, ONTARIO L3K 6H1
TEL: 905-835-2901 EXT. 291
ALANAVANDERVEEN@PORTCOLBORNE.CA

DEPARTMENT OF FISHERIES AND OCEANS:

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BURLINGTON ON L7S 1A1
TELEPHONE: 905-336-4999
EMAIL: INFO@DFO-MPO.GC.CA

MINISTRY OF NATURAL RESOURCES AND FORESTRY

ELIZABETH REIMER
ADMINISTRATION BUILDING
4890 VICTORIA AVE N
VINELAND STATION, ON LOR 2E0
905-562-4147

NIAGARA PARKS CONSERVATION AUTHORITY, NPCA

DARREN MACKENZIE, C.TECH., RCSI
DIRECTOR, WATERSHED MANAGEMENT
NIAGARA PENINSULA CONSERVATION AUTHORITY
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WELLAND, ON, L3C 3W2
P: 905-788-3135 EXT. 229
F: 905-788-1121
DMACKENZIE@NPCA.CA
WWW.NPCA.CA

ONE CALL ONTARIO

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CITY OF PORT COLBORNE FOR WATER/WASTEWATER

PETER PAGET
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PORT COLBORNE, ON, CANADA L3K 6H1
P: 905-835-2901 EXT. 255

GENERAL NOTES:

THE CITY SHALL ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL CONSTRUCTION MATERIALS AND METHODOLOGIES SHALL BE IN ACCORDANCE WITH:

- SPECIAL PROVISIONS - SUPPLEMENTARY GENERAL CONDITIONS (SPSGC)
 - SPECIAL PROVISIONS - SUPPLEMENTARY CONTRACT ITEMS (SPSCI)
 - NIAGARA PENINSULA STANDARD CONTRACT DOCUMENTS (NPSCD)
 - ONTARIO PROVINCIAL STANDARDS FOR ROADS & PUBLIC WORKS (OPSS & OPSD)
- AND ANY OTHER APPLICABLE STANDARDS THAT MAY APPLY.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THESE MATERIALS AND METHODOLOGIES ARE STRICTLY ADHERED TO.

THE CITY OF PORT COLBORNE AND STAFF DISCLAIMS ANY LIABILITY AS TO THE CURRENT ACCURACY OF THE DRAWINGS PROVIDED. IN USING THE INFORMATION SHOWN OR CONTAINED ON THESE DRAWINGS, THE USER AGREES IMPLICITLY AND EXPLICITLY THAT THE CITY OF PORT COLBORNE AND STAFF SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM THE USE OF SUCH INFORMATION. THE USER SHALL DO AN IN-FIELD VERIFICATION OF THE INFORMATION SHOWN ON OR CONTAINED WITHIN THESE DRAWINGS.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ANY APPROVALS WHICH MAY BE REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION UNLESS DIRECTED OTHERWISE BY THE CONTRACT ADMINISTRATOR.

DIMENSIONING SHALL GOVERN OVER SCALED DIMENSIONS.

ANY WORKS COMPLETED IN SET-BACK AREAS, AND DISCHARGE TO CREEKS, STREAMS AND WATERCOURSES MAY BE SUBJECT TO FEDERAL AND PROVINCIAL APPROVALS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN SUCH APPROVALS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IF REQUIRED FOR THE PROJECT.

PUBLIC UTILITIES:

THE CONTRACTOR SHALL NOTE THAT PUBLIC UTILITIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING, HYDRO, GAS, BELL, CABLE AND FIBRE OPTIC.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE NECESSARY CLEARANCES FROM SAID PUBLIC UTILITIES WHICH MAY BE IN DIRECT CONFLICT WITH THIS PROJECT.

ANY WORK REQUIRING EITHER RELOCATION/LOWERING OF SAID PUBLIC UTILITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY, AND ANY WORKS WILL BE REQUIRED TO BE COMPLETE PRIOR TO THE INSTALLATION OF THE WORK.

ENVIRONMENTAL COMPLIANCE:

THE CONTRACTOR SHALL PREPARE AN ENVIRONMENTAL MANAGEMENT PLAN (EMP) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE EMP WILL ADDRESS THE FOLLOWING MAJOR SUBJECT AREAS:

- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION
- TREE PROTECTION & REMOVAL (SAR - BUTTERNUT)
- MINIMIZE AND/OR MITIGATION MEASURES FOR CONSTRUCTION IMPACTS ON SPECIES AND SPECIES HABITAT INCLUDING STOPPING CONSTRUCTION PROCEDURES.
- AGENCY CONTACTS - IDENTIFY RESOURCES & CONTACT INFO.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH SPECIES AT RISK (SAR) LEGISLATION. BY LAW, YOU MUST IMMEDIATELY:

- AVOID DRAINAGE WORK DURING REPRODUCTION AND REARING SEASONS
- PREVENT A SPECIES FROM ENTERING THE WORK AREA (E.G. PUTTING UP A FENCE)
- GIVE THE SPECIES ADEQUATE TIME TO LEAVE THE AREA, BEFORE STARTING WORK
- GET ADVICE/HELP BEFORE YOU MOVE IT
- PROTECT AREAS THAT ARE IMPORTANT TO THE SPECIES (E.G. SPAWNING AREAS)
- CONTROL EROSION AND SEDIMENT
- STABILIZE WATER BANKS IN AFFECTED AREAS

TURTLES:



- YOU CANNOT REDUCE THE AMOUNT OF WATER IN A DRAIN OR DITCH WHERE A TURTLE IS HIBERNATING.

ABBREVIATIONS USED:

- BD - SEDIMENT BASIN BOTTOM DEPTH (FROM GRADE LINE)
- BL - SEDIMENT BASIN LENGTH
- BW - BOTTOM WIDTH OF CHANNEL
- CL - CENTRELINE OF ROAD, CHANNEL
- CLCK - CENTRELINE OF CREEK OR CHANNEL
- D - DEPTH
- E - EASTING
- ELEV - ELEVATION
- EX. - EXISTING
- INV - INVERT
- LB - LEFT BANK, LOOKING UPSTREAM
- N - NORTHING
- PL - PROPERTY LINE
- PR. - PROPOSED
- RB - RIGHT BANK, LOOKING UPSTREAM
- RH - RIFFLE HEIGHT
- ROW - RIGHT OF WAY
- SS - SIDE SLOPE; RUN(m)/RISE, WHERE RISE=1m
- T/C - TOP OF CONCRETE
- T/B - TOP OF BANK
- T/G - TOP OF GRATE (BOTTOM ELEV. FOR SLANT TOP)
- TL - TRANSITION LENGTH FROM CHANNEL TO SEDIMENT BASIN BOTTOM WIDTH
- TW - TOP WIDTH OF CHANNEL
- TYP - TYPICAL
- WZ - WORK ZONE
- EOD - END OF DRAIN
- U/S - UPSTREAM
- D/S - DOWNSTREAM

OPSD REFERENCED DETAILS:

- OPSD 219.200
- OPSD 219.220
- OPSD 222.050
- OPSD 400.020
- OPSD 403.010
- OPSD 705.040
- OPSD 803.010

MICHENER MUNICIPAL DRAIN CONSTRUCTION NOTES			
		CITY OF PORT COLBORNE	
PORT COLBORNE			
DESIGNED BY: DAC	APPROVED BY: PCM	PROJECT NO.:	DRAWING NO.:
DRAWN BY: PCM	DATE: 14-Apr-23	SHEET: N/A	M.C.N.

**Appendix B:
Specifications**

SPECIAL PROVISIONS - MUNICIPAL DRAIN

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A1 ROLES

The Contractor is responsible for the construction site including all approvals required for compliance with applicable legislation not already completed by the City of Port Colborne.

The City of Port Colborne, who is further recognized as The Owner, shall be responsible party for allocation of resources in support of construction where required, such as road occupancy permits during construction.

The Drainage Engineer or the Drainage Superintendent shall supervise construction and the Drainage Engineer, Drainage Superintendent or their representative shall respond to any requests by the Contractor and identify any deficiencies between the Contractor's work and the Design documents.

The Drainage Engineer is the responsible designer and will provide technical direction to the Contractor on an as needed and as requested basis from the Drainage Superintendent or their representative.

A2 ENVIRONMENTAL CONDITIONS AND COMPLIANCE

The Contractor is wholly responsible for the site environmental conditions, compliance with applicable approvals and existing legislation. The Owner will facilitate environmental approvals, but the Contractor shall control the site and be the responsible party for all construction activities.

General requirements to be fulfilled by Contractor:

- a) Department of Fisheries and Oceans, DFO.
Requirements to protect Fish and Fish habitat.
- b) Endangered Species Act, 2007 ONTARIO REGULATION 230/08
<https://www.ontario.ca/page/species-risk>
- c) Ontario Water Resources Act, R.S.O. 1990, c. O.40
- d) On-Site and Excess Soil Management, 2019 ONTARIO REGULATION 406/19 Environmental Protection Act
- e) O. Reg. 675/98: Classification and Exemption of Spills and Reporting of Discharges, Environmental Protection Act, R.S.O. 1990

Any other legislation applicable to the jurisdiction of the works.

A3 CONSTRUCTION LAYOUT

Conditions stipulated in the Niagara Peninsula Standard Contract Document also apply. Failure to comply with these conditions will result in a reduction in payment to this item.

Michener Drain

a) Stakes

Contractor is responsible for setting any layout, alignment or grade control stakes required for construction. A Stake shall be placed to mark every cross-section grade and a second stake shall be placed to mark the limits of the Working Zone. Work Zone Stake shall be 4' wooden stake painted red at the top of the stake. Grade stake shall be placed at the Work Zone Top of Bank. X-Section stakes shall be placed at a maximum spacing of 25m. A recommended spacing shall coincide with the Profile drawings. Prior to the start of Construction, the Contractor will stake and identify the difference between the existing grade and the design grade. The Drainage Engineer shall review the stakes and the measurement of the soil to be removed. Post Construction, the Contractor shall remove all stakes.

b) Project Signage

The Contractor is responsible for the installation and removal of all construction signage and is responsible for daily maintenance of all signage throughout the contract.

A5 INSTALL AND MAINTAIN SEDIMENT CONTROL DEVICES

In addition to the conditions stipulated in the Niagara Peninsula Standard Contract Document and OPSS 577, the following shall also apply:

a) SILT FENCE

Silt fence is to be placed prior to disturbing soil adjacent to the drain that could be carried by runoff into the drain. This excludes the area of the drain where The Contractor is working to re-establish Drain grade and cross-section. It includes areas adjacent to the drain impacted by clearing and grubbing for work access.(missing is a description of where a silt fence is to be placed. How frequently across the drain.)

Silt fence shall be installed in accordance with OPSD 219.190 except that the minimum height above the invert of the drain shall be 500 mm. Silt fence materials shall be in accordance with OPSS 577.05.02.02 for geotextile and OPSS 577.05.03 for stakes. Stakes shall be 1.5 m minimum height.

The silt fence shall remain in place for the duration of the section that the Contractor is working and the Contractor shall make every effort to maintain it throughout the project. The Contractor shall request Approval from the Engineer or the Drainage Superintendent for the removal of the silt fence once each section of the drain is complete. Prior to the removal of the silt fence, the accumulated silt shall be removed and leveled adjacent to the drain in accordance with the disposal of excavated material section.

b) SEDIMENT BASINS

Sediment basins have been provided along the length of the drain in an effort to minimize the transport of sediment. The Contractor shall construct the sediment basins in accordance with the construction drawings in the locations indicated. Relocation of sediment basins can only be undertaken upon approval of the Engineer.

Michener Drain

The Sediment basin is to be constructed prior to the upstream work and shall be monitored during construction for sediment accumulation and sediment removed if the basin has more than 50% of the 0.5m depth occupied with sediment. Once the upstream work is complete, the Sediment basin shall be converted from Construction to Final as per the Design Detail Drawings. Sediment accumulated during construction shall be removed and disposed of in the manner directed by the Contract.

A5 PAYMENT; For progress payment, fifty (50) percent of the lump sum price will be paid upon installation with the balance to be paid with the final payment.

A6 ACCESS & NOTICE

The City of Port Colborne's Drainage Superintendent or designate shall provide affected landowners with notice of the commencement of construction.

It will be the Contractor's responsibility to inform the various businesses and residences of daily construction impacts in order to reduce/eliminate any problems with parked vehicles that may interfere with their operations. Ingress & egress to the abutting businesses and residences must be maintained at all times.

The Contractor shall advise the Police Department, Fire Department and Niagara Emergency Medical Service on a daily basis, with current status of the construction as it pertains to the passage of traffic within the contract limits.

The Contractor will co-ordinate with local transit to ensure minimum interruption to bus schedules. Transit, school buses and garbage and recycling service vehicles will be given priority to maintain their schedule.

The Contractor shall also maintain/provide existing pedestrian access at all times to the businesses and residents during all phases of construction in an acceptable manner.

A6 PAYMENT; Payment as a lump sum bid for this item shall be full compensation for all labour, equipment and materials necessary to meet the above requirements. Fifty (50) percent of the lump sum price will be paid on the first payment certificate. The balance will be prorated over the remainder of the working period.

B1 EARTH EXCAVATION

Work under this item shall include the supply of all labour, equipment and materials required for ditch excavation or any other type of excavation or earth work as outlined on the Contract Drawings. Ditch work involves clearing, excavation, leveling, and seeding as required. Specifications and information on the Contract Drawings shall take precedence over the standard specifications outlined below. The specifications below shall take precedence over the Niagara Peninsula Standard Contract Document Special Provisions B2.

B2 CONSTRUCTION

Michener Drain

a) Vegetation Removal

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

Any tree removed will be offered as wood to the property owner in the form of logs from the trunk where they lay and to be moved from the site by the owner at their expense. Tree tops shall be cut and limbs stacked as piles adjacent to the drain and within the work zone.

b) Excavation

The bottom width and the side slopes of the ditch shall be as shown on the profile(s) and/or cross-sections on the Contract Drawings. Side slopes are normally one and one-half metre horizontal to one metre vertical (1.5:1) unless otherwise noted on the Contract Drawings. If a bottom width is not specified then any excavation required shall be from the bottom of the ditch without disturbing the bank slopes subject to the clearing of brush required as described in a).

c) Profile

The profile(s) on the Contract Drawings show the depth and grade for the drain improvements. The description and elevation of benchmarks that were established during the survey are shown on the profile(s) in the location for each benchmark.

d) Line

The drain shall follow the course of the existing channel and/or shall be constructed in a straight line as outlined on the Contract Drawings. A uniform grade shall be maintained in accordance with the profile(s). A variation of one hundred millimeters (100mm) above the required grade will require the Contractor to remedy the grade to that given on the profile. The Contractor may be required to backfill any portion of the ditch that is excavated more than two hundred millimeters (200mm) below the required grade. All curves shall be made with a minimum radius of fifteen metres (15m).

e) Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain as directed on the Contract Drawings. Spoil upon excavation shall be placed a minimum one (1) metre back from the top of the bank, either existing or new. No excavated material shall be placed in tributary drains, depressions, or low areas, which direct or channel water into the ditch so that no water will be trapped behind the spoil bank. The excavated material shall be placed and leveled to a maximum depth of three hundred

millimeters (300mm); unless otherwise instructed. The edge of the spoil bank away from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with ordinary equipment without causing undue hardship on farm machinery and farm personnel. Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps unless the Contract Drawings specify that stumps can be covered with the leveled spoil. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones or boulders in the leveled spoil that are heavier than fifteen kilograms (15kg or approximately 300mm in size roughly referred to as man stone or the size of a stone that a single person can carry.) shall be moved to the edge of the leveled spoil nearest to the ditch but in general no closer than one metre (1) to the top of bank.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no extra compensation will be allowed for this work. If the Contractor obtains written permission from an affected landowner stating that the owner does not wish the spoil to be leveled and such is approved by the Engineer, the Engineer may release the Contractor from the obligation to level the spoil. If spoil is not leveled that was to be leveled as part of the Contract, the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

If the affected landowner requests that the spoil be removed from the site instead of being spread adjacent to the drain within the work zone or that the grading requirement is to a higher standard than suitable for agricultural cultivation, then the Contractor shall provide trucking of the spoil including disposal at a suitable site or additional grading and shall provide the Drainage Superintendent with the specific costs for each landowner who requests such work. The Engineer shall assess the cost of the trucking of spoil to the landowner making such request.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. A written statement from the owners indicating their complete satisfaction with the leveling of the spoil is sufficient to comply with this specification. The final decision, with respect to leveling of the spoil, shall be made by the Engineer.

f) Excavation Through Woodlots

The Contractor shall minimize disturbance through woodlots by reducing the limit of excavation to the bottom width of the drain and a minimum side slopes. The drain shall be routed around existing trees at the direction of the Drainage Superintendent or where requested by the Engineer.

Prior to performing work through a woodlot, the Contractor in coordination with the Drainage Superintendent shall mark all trees for preservation or removal within the Drain or Workzone. This mark will consist of a physical identification that will be easily

Michener Drain

understood by the landowner and consist of either colour ribbons or specific paint markings (green to keep, red mark of an 'X' for removal).

g) Excavation at Bridge and Culvert Sites

The Contractor shall excavate or clean through all bridges and culverts to match the grade line and the downstream channel cross-section. Bridges that span from bank to bank may be carefully removed to permit excavation below the bridge and then replaced to original condition. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer before completing excavation in the area of a bridge or culvert if the excavation will expose the footings or otherwise cause bridge instability.

Where the invert of any pipe culvert is above the grade line, the Contractor will be required to remove the culvert, clean and relay it, so that the invert of the culvert is one hundred and fifty millimetres (150mm) below the grade for the ditch bottom at this location.

h) Obstructions

In all cases, the Contractor shall ensure that the finished drain is clear of obstructions to flow. The contractor will ensure that trunks are cut flush and that any debris or snags are removed as part of the bid price.

i) Fences and private furniture or equipment

The contractor will use the identified work zone for access and shall restore any fences to an equivalent or better condition than before construction. Where possible the Contractor shall preserve existing fences, private equipment and furniture in place but where it must be moved, the Contractor shall in all cases restore to a like or better condition than existed before construction.

j) Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet is damaged during, or altered due to construction, the Contractor shall repair or replace the damaged or altered outlet as part of the Contract. If an existing outlet pipe does require replacement the Contractor shall confirm the replacement outlet pipe with the Engineer. All tile outlets identified are considered part of the bid work.

Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. Where stone or concrete riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any outlet becomes plugged as a result of construction, the Contractor shall be obligated to free such outlet of any impediments. Where any damage results to tile

SPSCI

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leading to and upstream of the outlet, as a consequence of such construction, the Engineer may direct the Contractor to repair such tile and shall determine a fair compensation to be paid to the Contractor for performing the work.

B3 INSTALLATION OF NEW CULVERT

Work under this item shall include the supply of all labour, equipment and materials required for supply and installation of culverts as outlined on the Contract Drawings. The Niagara Peninsula Standard Contract Document Special Provision B7 shall apply but the specifications and information on the Contract Drawings shall take precedence over Special Provision B7.

Payment shall be as per Plan Quantity.

The size and material for any new ditch crossings shall be as specified on the Contract Drawings. Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications for on-site assembly.

Where a new crossing replaces an existing crossing the following shall apply:

If directed on the drawings that the existing crossing is to be salvaged for the owner the Contractor shall carefully remove the existing crossing and leave along the ditch or haul to a location as specified on the Drawings.

If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site is not permitted.

All new pipe crossings shall be installed a minimum of 100mm below design grade (not as-constructed grade) or at the invert elevations as specified on the Drawings. If the ditch is over excavated greater than 200mm the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

When an existing crossing is being replaced the contractor shall save all granular and riprap. New crossings can be backfilled with compacted on-site native material that is free of large rocks or stones. Contractor responsible for any damage to a culvert pipe as a result of rocks or stones in the backfill.

All new crossings shall have a minimum 6m laneway width and end slopes shall be at 1:1 slope or flatter. Finished crossing elevation shall provide a minimum of 300mm cover. Finished crossing surface shall be a minimum 150mm depth of Granular A for the minimum 6m width and extending from top of bank to top of bank using salvaged granular or imported granular as required.

Installation of private crossings during construction must be approved by the Engineer before the culvert is installed.

Where riprap protection is called for at either or both ends of a new culvert, such riprap shall be in accordance with Special Provision B4.
Payment will be based on plan quantity.

Michener Drain

Riprap to be adequately keyed in along the bottom of the slope. Riprap to extend to top of pipe or as directed on the Drawings. No riprap is required in the ditch bottom on the upstream side of a crossing. If riprap is required in the ditch bottom on the downstream side of a crossing it shall be specified on the Drawings. Any new end face slope not protected by riprap shall be seeded as per specifications for ditch bank seeding.

B4 HAND LAND RIP RAP WITH FILTER CLOTH

Rip rap complete with filter fabric underlay (geotextile) shall be placed by the Contractor at the locations shown on the drawing or as requested by the Drainage Superintendent. Rip rap shall consist of 200 – 250 mm dia. stones (min.) and shall be placed at 300 mm minimum thickness. Along upstream edges, where surface water will enter the drain, the underlay shall extend a minimum of 300 mm upstream from the rip rap and be keyed into the soil a minimum of 300 mm. The finished elevation of the rip rap shall be at design elevation or flush with the ground.

Work under this item shall include the supply of all labour, equipment and materials required for placing riprap as outlined on the Contract Drawings. The Niagara Peninsula Standard Contract Document Special Provision B20 shall apply but the specifications and information on the Contract Drawings shall take precedence over Special Provision B20.

Payment shall be as per Plan Quantity.

C1 COMPLETION

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

PAYMENT; Payment is for all work complete on the basis of a measured linear distance inclusion of all items identified above. Where a culvert is removed and reinstalled, compensation shall be in the form of a per each payment. Where a tile is discovered and constructed as an outlet, compensation will be in the form of a per each payment for tile outlets repaired.

C2 AS-CONSTRUCTED DOCUMENTATION

For the 'as-constructed' works, the Contractor must provide the City of Port Colborne with an electronic version of the final drainage works as surveyed post construction, to be imported into AutoCAD or GIS. This copy must confirm that the design grade and cross-section details for all drainage work and the invert elevations and lengths for all culverts complies with the Engineer's Report. Survey spacing shall be to a minimum of 25m.

All work must be in an acceptable electronic format that the City of Port Colborne can use and all work must be completed using the verified geodetic benchmarks. The submission of the As-Constructed works will be in a common delimited format having the form as follows:

Numeric key, Northing, Easting, Elevation, Coded identifier & optional description
For the coded identifiers, the City of Port Colborne will provide a table for reference along with an example file from a past project for comparison. The City will certify the as-constructed files with respect to their completeness.

Michener Drain

Failure to provide a certified as-built file will result in the delay of substantial completion and/or contract completion. In the event that the contractor asks the City to perform the AS CONSTRUCTED SURVEY, then payment for the lump sum item is negated.
A4 PAYMENT; Payment in full at the lump sum bid price for this item shall be made only upon completion and approval by the Contract Administrator.

**Appendix C:
Cost Estimates &
Assessment Tables**

Michener Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

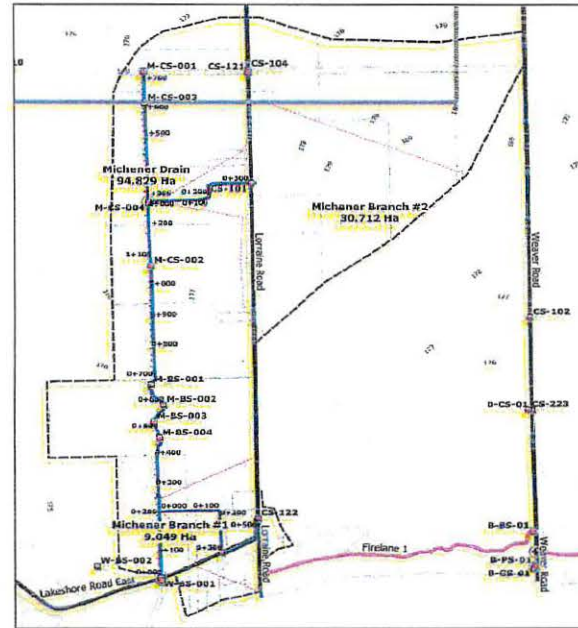
Section 78 and Section 4 Works under the Municipal Drainage Act.

Item	Drainage Assessment	Costs
1	Summary Cover page	
2	Estimated Construction Costs	
	Michener Branch Drain #1	\$ 30,271.50
	Michener Branch Drain #2	\$ 3,325.00
	Michener Drain	\$ 32,147.50
	Michener General Construction Costs	\$ 14,968.00
	Michener Contingency	\$ 13,148.80
	Estimated Cost of Construction	\$ 93,860.80
3	Previous Construction Works Completed but not Assessed	
	None Identified	
	Previous Construction, (Prior to 2018)	\$0.00
4	Eligible Administration Costs	
	Engineering	\$ 87,990.88
	Administration Cost Allocations	\$ -
Ha Ratio	Allocating Admin costs to each catchment for Section 23	
0.067	9.049 Michener Branch Drain #1	\$ 5,915.96
0.228	30.712 Michener Branch Drain #2	\$ 20,078.58
0.705	94.829 Michener Drain	\$ 61,996.34
	Administration Costs	\$ 87,990.88
5	Drain Allowances	
	Michener Branch Drain #1	\$ 5,903.25
	Michener Branch Drain #2	\$ 7,904.90
	Michener Drain	\$ 3,361.49
	Allowances	\$ 17,169.64
	Forecasted Total Drain Costs	\$ 199,021.32
6	Benefit Assessment (Section 22)	
	Michener Branch Drain #1	\$ 3,673.00
	Michener Branch Drain #2	\$ 4,845.00
	Michener Drain	\$ -
	Total - Benefit Assessment (Section 22)	\$ 8,518.00
7	Outlet Liability Assessment (Section 23)	
	Michener Branch Drain #1	\$ 29,827.28
	Michener Branch Drain #2	\$ 26,463.48
	Michener Drain	\$ 119,512.13
	Total - Outlet Liability Assessment (Section 23)	\$ 175,802.89
8	Special Benefit Assessment (Section 24)	
	Michener Branch Drain #1	\$ -
	Michener Branch Drain #2	\$ -
	Michener Drain	\$ 6,110.00
	Total - Special Benefit Assessment (Section 24)	\$ 6,110.00
9	Special Assessments (Section 26)	
	Michener Branch Drain #1	
	City of Port Colborne	\$ 6,990.43
	Enbridge	\$ 2,000.00
		\$ 8,990.43
	Michener Branch Drain #2	
	City of Port Colborne	\$0.00
	Michener Drain	
	City of Port Colborne	\$0.00
	Total - Special Assessments (Section 26)	\$ 8,990.43
		\$ 199,021.32

10 Drain Assessment Summary Table

Assessment Schedule Balance:
Paul C. Marsh, P.Eng.

Prepared by:
Dated:



Michener Municipal Drain
 City of Port Colborne
 Regional Municipality of Niagara

Proposed Construction - Cost Estimate

Michener Branch #1

Linear, Each or
 Lump Sum

Cost ID:	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
M1-11	0+000	0+177	Remove Vegetation, Clear and Grade to Design Grade Line	Perform work from the South Side	Linear	177	\$15			\$ 2,655.00	
M1-12	0+177		Catch Basin, CB-01 Construct to Grade and match outlet with grate to channel		Lump Sum			1	\$ 2,200.00	\$ 2,200.00	
M1-13	0+177	0+305	Combined Swale and 150mm Perforated PE Drainage Pipe		Linear	67	\$ 45.00			\$ 3,015.00	
M1-14	0+305	0+305	Catch Basin, CB-02		Lump Sum			1	\$ 1,850.00	\$ 1,850.00	
M1-15	0+302		Enbridge Gas Line Protection during construction and lowering if required.		Lump Sum			1	\$ 2,000.00	\$ 2,000.00	
M1-16	0+305	0+323.8	400mm Drainage Pipe, CSA 182.2-11 (existing) 200mm PE Tile with Sock	Crossing Lakeshore Rd. E (already installed no cost estimate shown); Tile crossing from CB-02 to CBDI-03	Linear	18.8	\$ 55.00	1	\$ 750.00	\$ 1,784.00	roadway crossing backfill with non-shrink material
M1-17	0+323.8		CBDI-03, Ditch Inlet with GA bar screen as per OPSD 403.010		Lump Sum			1	\$ 2,050.00	\$ 2,050.00	
M1-18	0+049	0+109	150mm Perforated PE Drainage Pipe	excludes ROW re-grading by CoFPC		60	\$ 45.00			\$ 2,700.00	backfill with native material.
M1-19	0+049		CO-06, PE Clean out access chamber with Dome Drain for cleaning access.		Lump Sum			1	\$ 1,500.00	\$ 1,500.00	
M1-20	0+109	0+223	150mm Perforated PE Drainage Pipe	Excludes ROW re-grading by CoFPC		114	\$ 45.00			\$ 5,130.00	Road edge backfill with non-shrink material.
M1-21	0+233		Catch Basin, CB-04		Lump Sum			1	\$ 2,000.00	\$ 2,000.00	
M1-22	0+233	0+244.5	150mm Perforated PE Drainage Pipe	Crossing Lakeshore Rd. E Tile crossing		11.5	\$ 55.00	1	\$ 750.00	\$ 1,382.50	roadway crossing backfill with non-shrink material
M1-23	0+244.5		DI-03, Ditch Inlet with grate	Rip Rap end treatment with grate	Lump Sum			1	\$ 1,000.00	\$ 1,000.00	
M1-24	0-177	0+244	Remove Vegetation, Clear working zone	As - directed by Drainage superintendent. Re-seeding to original or better.	Linear	67	\$ 15.00			\$ 1,005.00	re-grade excess material from trenching.
M1-25			Road side swales re-grading							\$ -	Cost covered by CoFPC.

SubTotal for: Michener Branch #1 \$ 30,271.50

Michener Branch #2

Linear, Each or
 Lump Sum

Cost ID:	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
M2-3	0+000	0+125	Remove Vegetation, Clear and Grade to Design Grade Line	Perform work from the North side	Linear	125	\$ 15.00			\$ 1,875.00	
M2-4	0+125	0+200	existing channel and pond to remain as is.		No cost						
M2-5	0+200	0+345	Selective Vegetation removal and bank stabilization.	Spot removals from South side	Linear	145	\$ 10.00			\$ 1,450.00	

SubTotal for: Michener Branch #2 \$ 3,325.00

Proposed Construction - Cost Estimate

Michener Drain

Linear, Each or Lump Sum

Cost ID:	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
M-1	1+286	1+710	Remove Vegetation, Clean and Grade to Design Grade Line	Perform work from the East side of the Drain.	Linear	424	\$ 15.00			\$ 6,360.00	
	1+612		Re-place existing culvert	M-CS-003, existing culvert to be improved by replacement.	Lump Sum			1	\$ 1,500.00	\$ 1,500.00	
M-2	0+690	1+286	Remove Vegetation, Clean and Grade to Design Grade Line	Perform work from the East side of the Drain.	Linear	591	\$ 15.00			\$ 8,865.00	
M-6a	0+700	0+710	Construct Farm Crossing culvert.	This is a combination flow detention berm and farm crossing. The culvert is sized to pass the 1 year design flow while detaining higher flows to then overflow the crossing as a broad crested weir.	Lump Sum			1	\$ 2,500.00	\$ 2,500.00	
M-6a	0+710		Construct Sediment Basin upstream of culvert	Remove material and dispose by spreading adjacent to the drain. Sediment Basin constructed in coordination with culvert crossing and prior to commencing work upstream.	per m + per m2	8	\$ 50.00	40	\$ 55.00	\$ 2,600.00	
M-7	0+407.5	0+690	Re-store Grade to design Grade Line		Linear	282.5	\$ 15.00			\$ 4,237.50	
M-8	0+593		Replace ex. Culvert with properly sized 750mm 2W smooth PE culvert - 3m	M-BS-002 replace with new.	Lump Sum			1	\$ 1,500.00	\$ 1,500.00	
M-9	0+260	0+250	Construct Sediment Basin at STA 2+400 as per Design and GD-10.	Remove material and dispose by spreading adjacent to the drain. Sediment Basin constructed prior to commencing work upstream.	per m + per m2	10	\$ 50.00	52	\$ 55.00	\$ 3,360.00	
M-10	0+000	0+075	Spot tree removal	Remove between top of bank to top of bank that are reducing outlet flow.	each			35	\$ 35.00	\$ 1,225.00	

SubTotal for: Cost ID: \$ 32,147.50

Construction Mgmt Michener Drain

Linear, Each or Lump Sum

Cost ID:	From STA	To STA	Work	Description	Cost Type	Length	\$/m	Qty	/each	\$	Notes
			Bonding	Construction Security	% of Constr \$					\$ 1,972.32	
			Environmental Management - Compliance with legislative requirements	Preparation of Environmental Management Plan - Exclusions for SAR incidents that require on site expertise.	Lump Sum					\$ 2,500.00	Program budget - actual cost will vary
			Erosion Control During construction - including conversion of sediment ponds to permanent drain features		Lump Sum					\$ 3,500.00	Program budget - actual cost will vary
			Construction Management	Traffic Control, Layout, and all compliance items for submission on construction startup.	% of Constr \$					\$ 8,218.00	Budget, 12.5% of construction
			Tree Replacement Program	Where private trees are removed for the drain and in lieu of compensation a 2 for 1 tree planting program is available for owners.	Each			15	50	\$ 750.00	Program budget - actual cost will vary

SubTotal for: Construction Mgmt Michener Drain \$ 14,968.00

SubTotal for: Michener Drain \$ 80,712.00

Contingency Allowance, (20%) \$ 13,148.80

Cost of Construction: \$ 93,860.80

Michener Municipal Drain
 City of Port Colborne
 Regional Municipality of Niagara

Administration Costs

	Area, Ha	Area Ratio
Michener Drain Area	135	12.02%
Port Colborne Drain Area	345	30.78%
Wignell Drain Area	641	57.20%
	1120	

Categories	Costs	Cost Items	Sub-totals, \$	Totals, \$
ADMINISTRATION				
	Interim Financing Allowance			0
	Legal and Permitting Fees			0
	Expenses, where applicable			0
	Applicable Taxes			0
Total - ADMINISTRATION			\$	-
ENGINEERING				
	Preliminary Design and Report			0
	Survey, Design, Plans, Engineer's Report and Assessment Schedule (Wiebe)*1			
		Survey; \$8,342.93	\$ 1,002.81	
		Report Preparation; \$83,533.94	\$ 10,040.66	
	Survey, Design, Plans, Engineer's Report (AMEC)*2			
		3-561-33229; 2012 to 2014; \$67,147.23	\$ 8,071.00	
	Survey, Design, Plans, Engineer's Report and Assessment Schedule (EWA)			
		Design Services	\$ 45,480.00	
		Change Orders	\$ 13,948.00	
		Portion of Expenses	\$ 1,514.04	
		Portion of Project Mgmt	\$ 4,434.38	
	Sub-total: Survey, Design, Plans, Engineer's Report and Assessment Schedule (EWA)		\$	84,490.88
	Tribunal Costs (not estimated and assumed to be zero)			0
	Tendering, and contract agreements (estimated)		\$	3,500.00
Total - ENGINEERING			\$	87,990.88
TOTAL ADMINISTRATION AND ENGINEERING			\$	87,990.88

*1 Wiebe Engineering was appointed as the Drainage Engineer by Council with an approved budget. The firm declared bankruptcy after having been paid for a portion of the work. This is the amount originally paid and not recovered.

*2 AMEC was appointed as the Drainage Engineer by Council in 2013, assuming work already completed by Wiebe and with an approved budget. After having been paid for 70% of the work, the company refused to complete the project without additional funds being allocated. The contract was cancelled. This is the fee for service paid for partially completed work on the drain.

Michener Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

Allowances
Michener Branch #1

Owner	Legal Text	Roll No	ARN ABBREV	Area Ha	Land and Rights of Way					Work Zone			Damages			For Existing Drain			Insufficient Outlet		Loss of Access		Total of Allowances
					Length m	Top Width	Section 29 Allowance Area, Ha	Section 29 Allowance \$	Work Access \$	Length m	Section 30 Allowance Area, Ha	Section 30 Allowance \$	From STN	To STN	Length, m	Section 31 Allowance \$	Section 32 Allowance \$	Section 33 Allowance \$	Section 34 Allowance \$				
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP:59R8112 PAR	271104000404700	404700	2.176	97.0	2.50	0.0243	\$ 599.23	\$ -	135.0	0.135	0			95.6	\$ 478.00					\$1,077.23		
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	404500	1.201	126.0	3.00	0.0378	\$ 934.06	\$ 311.35	126.0	0.126	0			126	\$ 630.00					\$1,875.41		
City of Port Colborne	Lakeshore Rd. East ROW		ROW	ROW	0.0	0.00	0.0000	\$ -	\$ -	0.0	0.000	0			0	\$ -					\$0.00		
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	404600	0.848	69.0	2.65	0.0183	\$ 451.83	\$ 170.50	69.0	0.069	0			69	\$ 345.00					\$967.33		
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	404303	0.729	80.0	3.00	0.0240	\$ 593.05	\$ 197.68	80.0	0.080	0			80	\$ 800					\$1,590.74		
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	318100	0.560			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	417902	0.517			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	404601	0.405			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	400200	0.357			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	400100	0.295			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	314500	0.289			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
LEON JOHN	CON 1 PT LOT 21	271104000404400	404400	0.205	28.0	2.65	0.0074	\$ 183.35	\$ 69.19	28.0	0.028	0			28	\$ 140					\$392.54		
WEEBADUJARACHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	400102	0.134			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	400101	0.122			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	314300	0.071			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
MATHESON GARY	CON 1 PT LOT 21	271104000400400	400400	0.042			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	318010	0.012			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	400300	0.000			0.0000	\$ -	\$ -		0.000	0				\$ -					\$0.00		
City of Port Colborne	Lorraine Rd. ROW		Lorraine Rd. ROW		0.689																		
					8.519				\$ 3,510.25			\$ -			\$ 2,993.00		\$ -		\$ -		\$5,903.25		

Michener Branch #2

Owner	Legal Text	Roll No	ARN ABBREV	Area Ha	Land and Rights of Way					Work Zone			Damages			For Existing Drain			Insufficient Outlet		Loss of Access		Total of Allowances
					Length m	Top Width	Section 29 Allowance Area, Ha	Section 29 Allowance \$	Work Access \$	Length m	Section 30 Allowance Area, Ha	Section 30 Allowance \$	From STN	To STN	Length, m	Section 31 Allowance \$	Section 32 Allowance \$	Section 33 Allowance \$	Section 34 Allowance \$				
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	318010	5.108								0										\$0.00	
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	314600	3.545								0										\$0.00	
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	405200	2.799	337.0	1.900	0.0640	\$ 1,582.21	\$ 931.59	377	0.377	\$ 1,621.10	0	377	377	\$ 3,770						\$7,904.90	
NERO FELICE	CON 1 PT LOT 20	271104000318000	318000	2.431								0										\$0.00	
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	317900	14.499								0										\$0.00	
City of Port Colborne	Lorraine Rd. ROW		ROW	1.380								0										\$0.00	
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	405100	0.554								0										\$0.00	
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	405300	0.154								0										\$0.00	
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	405400	0.096								0										\$0.00	
	CON 1 PT LOT 19 RP 59R12136;PARTS 1											0										\$0.00	
BANKERT DAVID ROY	AND	271104000314700	314700	0.075								0										\$0.00	
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	405000	0.058								0										\$0.00	
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	405500	0.012								0										\$0.00	
					30.712				\$ 2,513.80			\$ 1,621.10			\$ 3,770.00		\$ -		\$ -			\$7,904.90	

Michener Drain

* Section 30 Allowance for damages are based on construction impacts (damages) to cultivated fields only. Actual allowance to be calculated by site impact post construction.

Owner	Legal Text	Roll No	ARN ABBREV	Area Ha	Land and Rights of Way				Work Zone			Damages			For Existing Drain			Insufficient Outlet		Loss of Access	Total of Allowances \$
					Length m	Top Width m	Section 29 Allowance		Work Access \$	Length m	Section 30 Allowance		Section 31 Allowance		Section 32 Allowance \$	Section 33 Allowance \$	Total of Allowances \$				
							Area, Ha	\$			Area, Ha	\$	From STN	To STN				Length, m	\$	\$	
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	314300	0.071																\$0.00	
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	314500	0.289																\$0.00	
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	314600	12.371																\$0.00	
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	314700	3.874																\$0.00	
VANDEBELD GRACE ELIZABETH	CON 1 PT LOT 19 PT LOT 20	271104000315000	315000	5.156																\$0.00	
HOCKLEY BRENDA LEE	CON 1 PT LOT 20	271104000317825	317825	2.719																\$0.00	
GRIST WILLIAM JOSEPH	CON 1 PT LOT 20 RP59R 11429;PART 1	271104000317850	317850	0.406																\$0.00	
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	317900	17.369																\$0.00	
NERO FELICE	CON 1 PT LOT 20	271104000318000	318000	2.431																\$0.00	
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	318010	5.120																\$0.00	
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	318100	0.560																\$0.00	
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	400100	0.357																\$0.00	
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	400101	0.532																\$0.00	
WEEBADUARCHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	400102	0.512																\$0.00	
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	400200	0.357																\$0.00	
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	400300	0.383																\$0.00	
FRAME JOHN DOUGLAS	CON 1 PT LOT 21 PLAN 59R;988D PRTS 2 & 3	271104000400305	400305	0.382																\$0.00	
MATHESON GARY	CON 1 PT LOT 21	271104000400400	400400	0.413																\$0.00	
570466 ONTARIO LIMITED	HUMBERSTONE CON 1 PT LOT 22;RP 59R13926A	271104000404300	404300	0.000																\$0.00	
570466 ONTARIO LTD	CON 1 PT LOT 21	271104000404301	404301	4.787	403.5	5.0	0.202	\$	498.53	403.5	0.000	\$0.00								\$498.53	
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	404303	3.067																\$0.00	
LEON JOHN	CON 1 PT LOT 21	271104000404400	404400	0.442																\$0.00	
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	404500	1.220																\$0.00	
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	404600	0.848																\$0.00	
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	404601	0.405																\$0.00	
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR	271104000404700	404700	18.764	287.8	5.0	0.144	\$	355.58	287.8	0.000	\$0.00								\$355.58	
SPITERI CHARLES	CON 1 PT LOT 21	271104000404800	404800	9.586	251.7	5.0	0.126	\$	310.98	251.7	0.252	\$310.98								\$621.96	
TALBOT JASON JONATHAN ARTHUR	CON 1 PT LOT 21	271104000404900	404900	0.316				\$	-											\$0.00	
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	405000	0.347				\$	-											\$0.00	
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	405100	10.514				\$	320.00	259	0.259	\$320.00								\$640.00	
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	405200	7.756	193.5	5.0	0.097	\$	239.07	193.5	0.194	\$239.07								\$478.15	
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	405300	0.236				\$	-											\$0.00	
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	405400	0.340				\$	-											\$0.00	
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	405500	9.204	249.5	5.0	0.125	\$	308.26	249.5	0.250	\$308.26								\$616.53	
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	405600	2.300	61	5.0	0.031	\$	75.37	61	0.061	\$75.37								\$150.73	
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	405600	2.026																\$0.00	
MOSKALYK JOHN JOSEPH	CON 1 PT LOT 21	271104000405700	405700	2.285																\$0.00	
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	417902	0.580																\$0.00	
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	499900	1.599																\$0.00	
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	499900	0.688																\$0.00	
City of Port Colborne	Lorraine Rd. from Lake to Killaly St. East			3.250																\$0.00	
City of Port Colborne	Lakeshore Rd. East west of Lorraine	Lakeshore Rd. E ROW		0.563																\$0.00	
City of Port Colborne	Weaver Rd. N of Friendship Trail	Weaver Rd. ROW		0.121																\$0.00	
			111.590						\$2,107.81			\$1,253.69								\$3,361.49	

Drain Allowance Total \$17,169.64

Michener Municipal Drain
City of Port Colborne
Regional Municipality of Niagara

23.3
2 yr avg. Intensity
for a 1 hour storm

Section 23 Outlet Benefit / Outlet Liability

Owner	Legal Text	Roll No	ARN ABBREV	Area Ha	Soil Type	Gradient	Land Factor	Runoff Factor				QRF Ratio	Michener Branch #1 \$	QRF Ratio	Michener Branch #2 \$	QRF Ratio	Michener Drain \$	Total Section 23 Assessment
								QRF	SWM	SWMF	QRF-SWMF							
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP 59R112 PAR	27110400040700	404700	1.176	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	COMMERCIAL	25	3.55	0	0	3.55	0.2044	\$ 6,099			\$ 6,099	
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	27110400040400	404500	1.201	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	20	1.57	0	0	1.57	0.0902	\$ 2,691			\$ 2,691	
City of Port Colborne	Lakeshore Rd. East ROW	ROW	ROW	0.556	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	ROW - paved 2 lane	85	3.08	0	0	3.08	0.1775	\$ 5,295			\$ 5,295	
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	27110400040400	404600	0.848	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.83	0	0	0.83	0.0478	\$ 1,424			\$ 1,424	
MASON MARTHA JEANNE	CON 1 PT LOT 21	27110400040400	404300	0.779	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	20	0.95	0	0	0.95	0.0548	\$ 1,634			\$ 1,634	
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R549, PART 1	271104000318100	318100	0.560	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	20	0.73	0	0	0.73	0.0421	\$ 1,255			\$ 1,255	
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013, PART 1	271104000417902	417902	0.517	NM - Sandy well drained	0.20%	LAND	12	0.41	0	0	0.41	0.0233	\$ 696			\$ 696	
IRVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 23 PLAN 59R6790, PART 1	271104000404601	404601	0.405	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	15	0.40	0	0	0.40	0.0228	\$ 680			\$ 680	
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	400200	0.357	NM - Sandy well drained	0.20%	LAND	12	0.28	0	0	0.28	0.0161	\$ 480			\$ 480	
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT, RP 59R5808	271104000400100	400100	0.295	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.38	0	0	0.38	0.0221	\$ 661			\$ 661	
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26, RP 778	271104000314500	314500	0.289	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.38	0	0	0.38	0.0217	\$ 647			\$ 647	
LEON JOHN	CON 1 PT LOT 21	271104000404400	404400	0.205	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.27	0	0	0.27	0.0154	\$ 460			\$ 460	
WEEBADUARACHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT, RP 59R5808	271104000400102	400102	0.134	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.17	0	0	0.17	0.0101	\$ 300			\$ 300	
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21, PT WATER LOT	271104000400101	400101	0.122	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.16	0	0	0.16	0.0091	\$ 273			\$ 273	
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP 778	271104000314800	314800	0.071	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	RESIDENTIAL	20	0.09	0	0	0.09	0.0053	\$ 159			\$ 159	
MATHESON GARY	CON 1 PT LOT 21	271104000400400	400400	0.042	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.05	0	0	0.05	0.0032	\$ 94			\$ 94	
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	318010	0.012	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20%	COMMERCIAL	25	0.02	0	0	0.02	0.0011	\$ 33			\$ 33	
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	400300	0.000	NM - Sandy well drained	0.20%	RESIDENTIAL	20	0.00	0	0	0.00	0.0000	\$ 1			\$ 1	
City of Port Colborne	Lorraine Rd. ROW	Lorraine Rd. ROW		0.689		0.20%		90	4.05	0	0	4.05	0.2329	\$ 6,948			\$ 6,948	
								17.37	0.00	0.00	17.37	1.00	\$ 29,827					
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	318010	5.108	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	COMMERCIAL	17	5.67	0	0	5.67		\$ 2,278			\$ 2,278	
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	314600	3.545	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	FARM	35	8.09	0	0	8.09	0.1230	\$ 3,255			\$ 3,255	
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	405200	2.799	Jeddo (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20%	FARM	35	6.39	0	0	6.39	0.0971	\$ 2,570			\$ 2,570	
NERO FELICE	CON 1 PT LOT 20	271104000318000	318000	2.431	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	RESIDENTIAL	45	7.14	0	0	7.14	0.1085	\$ 2,871			\$ 2,871	
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	317900	14.499	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	FARM	30	28.38	0	0	28.38	0.4312	\$ 11,412			\$ 11,412	
City of Port Colborne	Lorraine Rd. ROW	Lorraine Rd. ROW	ROW	1.380	Jeddo (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	ROW - paved 2 lane	90	8.10	0	0	8.10	0.1231	\$ 3,258			\$ 3,258	
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	405100	0.554	Jeddo (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	LAND	28	1.01	0	0	1.01	0.0154	\$ 407			\$ 407	
ARENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405100	405100	0.154	Jeddo (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20%	RESIDENTIAL	45	0.45	0	0	0.45	0.0069	\$ 182			\$ 182	
NIEUWLAND LIKE	CON 1 PT LOT 21	271104000405400	405400	0.096	Jeddo (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20%	RESIDENTIAL	45	0.28	0	0	0.28	0.0043	\$ 114			\$ 114	
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136, PARTS 1 AND	271104000314700	314700	0.075	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	FARM	30	0.15	0	0	0.15	0.0022	\$ 59			\$ 59	
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R448, PART 1	271104000405000	405000	0.058	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20%	LAND	28	0.11	0	0	0.11	0.0016	\$ 43			\$ 43	
ADAMS KEVIN JAMES	CON 3 PT LOT 21	271104000405500	405500	0.012	Jeddo (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20%	FARM	45	0.04	0	0	0.04	0.0005	\$ 14			\$ 14	
								65.80	0.00	0.00	65.80	1.00	\$ 26,463					

Section 23 Outlet Benefit / Outlet Liability

Owner	Legal Text	Roll No	ARN ABBREV	Area Ha	Soil Type	Gradient	Land Factor	Runoff factor %	QRF	SWM	SWMF	QRF-SWMF	QRF Ratio	Michener Branch #1 \$ 29,827.28	QRF Ratio	Michener Branch #2 \$ 26,463.48	QRF Ratio	Michener Drain \$ 119,512.13	Total Section 23 Assessment		
DOOLITTLE ROY W III	PLAN 19 PT LOT 23 LOT 24 NP778	271104000314300	314300	0.071	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20% RESIDENTIAL		35	0.16	0	0	0.16						0.0005	\$ 57	\$ 57	
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26/HP778	271104000314500	314500	0.289	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20% RESIDENTIAL		35	0.66	0	0	0.66							0.0019	\$ 229	\$ 229
PFE LAURIE LYNNIE	CON 1 PT LOT 19 PT LOT 20	271104000314600	314600	12.371	NM - Sandy well drained	0.20% FARM		35	28.25	0	0	28.25							0.0822	\$ 9,828	\$ 9,828
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	314700	3.874	NM - Sandy well drained	0.20% FARM		35	8.85	0	0	8.85							0.0257	\$ 3,077	\$ 3,077
VANDERBELD GRACE ELIZABETH	CON 1 PT LOT 19 PT LOT 20	271104000315000	315000	5.156	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% FARM		37	12.45	0	0	12.45							0.0382	\$ 4,331	\$ 4,331
HOCKLEY BRENDA LEE	CON 1 PT LOT 20	271104000317825	317825	2.719	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20% FARM		37	6.56	0	0	6.56							0.0191	\$ 2,284	\$ 2,284
GRIST WILLIAM JOSEPH	CON 1 PT LOT 20 RP59R 11429;PART 1	271104000317850	317850	0.406	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% RESIDENTIAL		37	0.98	0	0	0.98							0.0029	\$ 341	\$ 341
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	317900	17.369	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% FARM		35	39.66	0	0	39.66							0.1155	\$ 13,798	\$ 13,798
NERO FELICE	CON 1 PT LOT 20	271104000318000	318000	2.431	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% RESIDENTIAL		30	4.76	0	0	4.76							0.0139	\$ 1,656	\$ 1,656
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	318010	5.120	NM - Sandy well drained	0.20% COMMERCIAL		28	9.35	0	0	9.35							0.0272	\$ 3,254	\$ 3,254
NEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	318100	0.560	NM - Sandy well drained	0.20% RESIDENTIAL		28	1.02	0	0	1.02							0.0030	\$ 356	\$ 356
OTHARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	400100	0.357	NM - Sandy well drained	0.20% RESIDENTIAL		28	0.65	0	0	0.65							0.0019	\$ 227	\$ 227
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	400101	0.532	NM - Sandy well drained	0.20% RESIDENTIAL		28	0.97	0	0	0.97							0.0028	\$ 338	\$ 338
WEBBADIARACHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	400102	0.512	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		32	1.07	0	0	1.07							0.0031	\$ 372	\$ 372
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	400200	0.357	NM - Sandy well drained	0.20% LAND		28	0.65	0	0	0.65							0.0019	\$ 227	\$ 227
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	400300	0.383	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		65	1.62	0	0	1.62							0.0047	\$ 565	\$ 565
FRAME JOHN DOUGLAS	CON 1 PT LOT 21 PLAN 59R10;PARTS 2 & 3	271104000400303	400303	0.382	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		65	1.62	0	0	1.62							0.0047	\$ 563	\$ 563
MATHESON GARY	CON 1 PT LOT 21	271104000400400	400400	0.413	Welland (WLL) - mainly reddish-hued lacustrine heavy clay - Poor Drainage - Orthic Humic Gleysol / Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20% RESIDENTIAL		45	1.21	0	0	1.21							0.0035	\$ 422	\$ 422
S70466 ONTARIO LIMITED	HUMBERSTONE CON 1 PT LOT 22;RP 59R13976A	271104000404300	404300	0.000	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% LAND		45	0.00	0	0	0.00							0.0000	\$ 0	\$ 0
S70466 ONTARIO LTD	CON 1 PT LOT 21	271104000404301	404301	4.787	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% LAND		45	14.05	0	0	14.05							0.0409	\$ 4,889	\$ 4,889
MASSON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	404303	3.067	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		45	9.00	0	0	9.00							0.0262	\$ 3,132	\$ 3,132
LEON JOHN	CON 1 PT LOT 21	271104000404400	404400	0.442	Welland (WLL) - mainly reddish-hued lacustrine heavy clay - Poor Drainage - Orthic Humic Gleysol	0.20% RESIDENTIAL		40	1.15	0	0	1.15							0.0034	\$ 401	\$ 401
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	404500	1.220	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% RESIDENTIAL		35	2.79	0	0	2.79							0.0081	\$ 969	\$ 969
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	404600	0.848	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% RESIDENTIAL		35	1.94	0	0	1.94							0.0056	\$ 673	\$ 673
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	404601	0.405	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		45	1.19	0	0	1.19							0.0035	\$ 413	\$ 413
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PART	271104000404700	404700	18.764	Bookton (BOK2) - 40to100 cm sandy textures over lacustrine silty clay - Well Drained - Brunisolic Gray Brown Luvisol	0.20% COMMERCIAL		37	45.30	0	0	45.30							0.1319	\$ 15,759	\$ 15,759
SPITER CHARLES	CON 1 PT LOT 21	271104000404800	404800	9.586	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% FARM		45	28.14	0	0	28.14							0.0819	\$ 9,792	\$ 9,792
TALBOT JASON JONATHAN ARTHUR	CON 1 PT LOT 21	271104000404900	404900	0.316	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		45	0.93	0	0	0.93							0.0027	\$ 323	\$ 323
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59H9448;PART 1	271104000405000	405000	0.347	Chingacousy (CSU4) - Mainly clay loam till - Imperfect drainage - Gleyed Brunisolic Gray Brown Luvisol	0.20% LAND		45	1.02	0	0	1.02							0.0030	\$ 355	\$ 355
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	405100	10.514	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% LAND		45	30.87	0	0	30.87							0.0899	\$ 10,739	\$ 10,739
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	405200	7.756	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% FARM		37	18.72	0	0	18.72							0.0545	\$ 6,513	\$ 6,513
ARISNAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	405300	0.236	Farmington (FRM) - 10 to 20cm variable textures over mainly limestone and dolostone bedrock - Rapid Draining - Orthic Melanic Brunisol	0.20% RESIDENTIAL		37	0.57	0	0	0.57							0.0017	\$ 198	\$ 198
NEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	405400	0.340	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% RESIDENTIAL		37	0.82	0	0	0.82							0.0024	\$ 286	\$ 286
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	405500	9.204	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% FARM		37	22.22	0	0	22.22							0.0647	\$ 7,730	\$ 7,730
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	405600	2.300	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% LAND		37	5.55	0	0	5.55							0.0162	\$ 1,931	\$ 1,931
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	405600	2.026	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% LAND		37	4.89	0	0	4.89							0.0142	\$ 1,702	\$ 1,702
MOSKALYK JOHN JOSEPH	CON 1 PT LOT 21	271104000405700	405700	2.285	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% FARM		37	5.52	0	0	5.52							0.0161	\$ 1,919	\$ 1,919
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	417902	0.580	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% LAND		37	1.40	0	0	1.40							0.0041	\$ 487	\$ 487
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	499900	1.595	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% INDUSTRIAL		37	3.86	0	0	3.86							0.0112	\$ 1,343	\$ 1,343
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	499900	0.688	Jedd0 (JDD) - Mainly Clay Loam Till - Poor Draining - Humic Luvis Gleysol	0.20% INDUSTRIAL		37	1.66	0	0	1.66							0.0048	\$ 578	\$ 578
City of Port Colborne	Lorraine Rd. from Lake to Killaly St. East	Lorraine Rd. ROW		3.250		0.20%		83	17.60	0	0	17.60							0.0512	\$ 6,122	\$ 6,122
City of Port Colborne	Lakeshore Rd. East west of Lorraine	Lakeshore Rd. E ROW		0.563		0.20%		84	3.08	0	0	3.08							0.0090	\$ 1,079	\$ 1,079
City of Port Colborne	Weaver Rd. N of Friendship Trail	Weaver Rd. ROW		0.121		0.20%		95	0.75	0	0	0.75							0.0022	\$ 261	\$ 261
				134.55															1.0000	\$ 119,512	\$ 119,512
				134.59																	\$ 175,803

Michener Municipal Drain
 City of Port Colborne
 Regional Municipality of Niagara

Drain Assessment Summary Table

Benefits realized from drainage improvements
 23(1) Outlet Liability for right of drainage.
 23(2) Injuring liability of discharge
 Additional works or features above the base functioning of the Drain System
 Roads & Utilities assessed the actual cost of additional works.

Michener Branch #1

Owner	Legal Text	Roll No	Area Ha	Benefit Section 22	Outlet Liability Section 23	Special Benefit Section 24	Special Assessment Section 26	Total Assessment	Total Allowance	Net
WHISKEY RUN GOLF CLUB LTD NICHOLLS LARRY JAMES City of Port Colborne	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR CON 1 PT LOT 21 Lakeshore Rd. East ROW	271104000404700	2.176	\$237.50	\$6,096.20	\$0.00	\$0.00	\$6,333.70	\$1,077.23	\$5,256.47
		271104000404500	1.201	\$975.00	\$2,691.00	\$0.00	\$0.00	\$3,666.00	\$2,842.74	\$823.26
WINGER LLOYD JAMES JUNIOR MASON MARTHA JEANNE	CON 1 PT LOT 21 CON 1 PT LOT 21	271104000404600	0.848	\$535.00	\$5,294.96	\$0.00	\$6,590.43	\$12,420.38	\$0.00	\$12,420.38
		271104000404303	0.729	\$430.50	\$1,424.32	\$0.00	\$0.00	\$1,854.82	\$0.00	\$1,854.82
NIEUWLAND LIEUWE CORNELIS LEON LOU ANN	CON 1 PT LOT 20 RP 59R5493;PART 1 CON 1 PT LOT 21 RP 59R13013;PART 1	271104000318100	0.560	\$200.00	\$1,634.46	\$0.00	\$0.00	\$1,834.46	\$1,590.74	\$243.73
		271104000318100	0.560	\$0.00	\$1,255.02	\$0.00	\$0.00	\$1,255.02	\$0.00	\$1,255.02
RIVANDO CHRISTOPHER ANTHONY DOOLITTLE ROY W III O'HARA GREGORY G	CON 1 PT LOT 21 CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000417902	0.517	\$0.00	\$695.64	\$0.00	\$0.00	\$695.64	\$0.00	\$695.64
		271104000404601	0.405	\$45.00	\$680.10	\$0.00	\$0.00	\$725.10	\$0.00	\$725.10
HANNAH ELISABETH WANLESS LEON JOHN	PLAN 19 PT LOT 25 PT LOT 26;NP778 CON 1 PT LOT 21	271104000400200	0.357	\$280.00	\$479.76	\$0.00	\$0.00	\$759.76	\$0.00	\$759.76
		271104000400100	0.295	\$0.00	\$660.60	\$0.00	\$0.00	\$660.60	\$0.00	\$660.60
WEEBADUARACHCHIGE ASELA LEON LOU ANN	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808 HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000314500	0.289	\$0.00	\$647.01	\$0.00	\$0.00	\$647.01	\$0.00	\$647.01
		271104000404400	0.205	\$70.00	\$459.96	\$0.00	\$0.00	\$529.96	\$392.54	\$137.42
DOOLITTLE ROY W III MATHESON GARY	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808 CON 1 PT LOT 21	271104000400102	0.134	\$82.50	\$300.46	\$0.00	\$0.00	\$382.96	\$0.00	\$382.96
		271104000400101	0.122	\$37.50	\$272.75	\$0.00	\$0.00	\$310.25	\$0.00	\$310.25
WHISKEY RUN GOLF CLUB LTD NEUMANN GARY City of Port Colborne Enbridge	PLAN 19 LOT 23 LOT 24 NP778 CON 1 PT LOT 21 CON 1 PT LOT 20 CON 1 PT LOT 21 Lorraine Rd. ROW	271104000314300	0.071	\$150.00	\$159.39	\$0.00	\$0.00	\$309.39	\$0.00	\$309.39
		271104000400400	0.042	\$22.50	\$94.24	\$0.00	\$0.00	\$116.74	\$0.00	\$116.74
NEUMANN GARY City of Port Colborne Enbridge	CON 1 PT LOT 20 CON 1 PT LOT 21 Lorraine Rd. ROW	271104000318010	0.012	\$0.00	\$33.13	\$0.00	\$0.00	\$33.13	\$0.00	\$33.13
		271104000400300	0.000	\$0.00	\$0.75	\$0.00	\$0.00	\$0.75	\$0.00	\$0.75
				\$3,065.50	\$22,879.76	\$0.00	\$8,590.43	\$42,090.71	\$5,903.25	\$36,187.46

Michener Branch #2

WHISKEY RUN GOLF CLUB LTD PYE LAURIE LYNNE	CON 1 PT LOT 20 CON 1 PT LOT 19 PT LOT 20	271104000318010	5.108	\$0.00	\$2,278.34	\$0.00	\$0.00	\$2,278.34	\$0.00	\$2,278.34
		271104000314600	3.545	\$0.00	\$3,255.29	\$0.00	\$0.00	\$3,255.29	\$0.00	\$3,255.29
VALE CANADA LIMITED NERO FELICE	CON 1 PT LOT 21 CON 1 PT LOT 20	271104000405200	2.799	\$845.00	\$2,570.32	\$0.00	\$0.00	\$3,415.32	\$7,904.90	-\$4,489.58
		271104000318000	2.431	\$0.00	\$2,870.63	\$0.00	\$0.00	\$2,870.63	\$0.00	\$2,870.63
VAN KRALINGEN ALLERT City of Port Colborne	CON 1 PT LOT 20 Lorraine Rd. ROW	271104000317900	14.499	\$0.00	\$11,411.96	\$0.00	\$0.00	\$11,411.96	\$0.00	\$11,411.96
		271104000317900	1.380	\$4,000.00	\$3,257.92	\$0.00	\$0.00	\$7,257.92	\$0.00	\$7,257.92
VALE CANADA LIMITED ARSENALTY ROBERT EUGENE	CON 1 PT LOT 21 PT LOT 22 CON 1 PT LOT 21	271104000405100	0.554	\$0.00	\$407.12	\$0.00	\$0.00	\$407.12	\$0.00	\$407.12
		271104000405300	0.154	\$0.00	\$181.95	\$0.00	\$0.00	\$181.95	\$0.00	\$181.95
NIEUWLAND LUKE BANKERT DAVID ROY	CON 1 PT LOT 21 CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000405400	0.096	\$0.00	\$113.61	\$0.00	\$0.00	\$113.61	\$0.00	\$113.61
		271104000314700	0.075	\$0.00	\$59.15	\$0.00	\$0.00	\$59.15	\$0.00	\$59.15
VALE CANADA LIMITED ADAMS KEVIN JAMES	CON 1 PT LOT 21 RP 59R9448;PART 1 CON 1 PT LOT 21	271104000405000	0.058	\$0.00	\$42.93	\$0.00	\$0.00	\$42.93	\$0.00	\$42.93
		271104000405500	0.012	\$0.00	\$14.26	\$0.00	\$0.00	\$14.26	\$0.00	\$14.26
				\$4,845.00	\$26,463.48	\$0.00	\$0.00	\$31,308.48	\$7,904.90	\$23,403.58

Drain Assessment Summary Table

Owner	Legal Text	Roll No	Area Ha	Benefit Section 22	Outlet Liability Section 23	Special Benefit Section 24	Special Assessment Section 26	Total Assessment	Total Allowance	Net
Michener Drain										
DOOLITTLE ROY W III	PLAN 19 LOT 23 LOT 24 NP778	271104000314300	0.07	\$0.00	\$56.51	\$0.00		\$56.51	\$0.00	\$56.51
HANNAH ELISABETH WANLESS	PLAN 19 PT LOT 25 PT LOT 26;NP778	271104000314500	0.29	\$0.00	\$229.39	\$0.00		\$229.39	\$0.00	\$229.39
PYE LAURIE LYNNE	CON 1 PT LOT 19 PT LOT 20	271104000314600	12.37	\$0.00	\$9,827.62	\$0.00		\$9,827.62	\$0.00	\$9,827.62
BANKERT DAVID ROY	CON 1 PT LOT 19 RP 59R12136;PARTS 1 AND	271104000314700	3.87	\$0.00	\$3,077.43	\$0.00		\$3,077.43	\$0.00	\$3,077.43
VANDEBELD GRACE ELIZABETH	CON 1 PT LOT 19 PT LOT 20	271104000315000	5.16	\$0.00	\$4,330.51	\$0.00		\$4,330.51	\$0.00	\$4,330.51
HOCKLEY BRENDA LEE	CON 1 PT LOT 20	271104000317825	2.72	\$0.00	\$2,283.72	\$0.00		\$2,283.72	\$0.00	\$2,283.72
GRIST WILLIAM JOSEPH	CON 1 PT LOT 20 RP59R 11429;PART 1	271104000317850	0.41	\$0.00	\$340.77	\$0.00		\$340.77	\$0.00	\$340.77
VAN KRALINGEN ALLERT	CON 1 PT LOT 20	271104000317900	17.37	\$0.00	\$13,798.07	\$0.00		\$13,798.07	\$0.00	\$13,798.07
NERO FELICE	CON 1 PT LOT 20	271104000318000	2.43	\$0.00	\$1,655.63	\$0.00		\$1,655.63	\$0.00	\$1,655.63
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 20	271104000318010	5.12	\$0.00	\$3,253.93	\$0.00		\$3,253.93	\$0.00	\$3,253.93
NIEUWLAND LIEUWE CORNELIS	CON 1 PT LOT 20 RP 59R5493;PART 1	271104000318100	0.56	\$0.00	\$355.95	\$0.00		\$355.95	\$0.00	\$355.95
O'HARA GREGORY G	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400100	0.36	\$0.00	\$226.97	\$0.00		\$226.97	\$0.00	\$226.97
								\$338.24		\$338.24
LEON LOU ANN	HUMBERSTONE CON 1 PT LOT 21;PT WATER LOT	271104000400101	0.53	\$0.00	\$338.24	\$0.00			\$0.00	
WEEBADUJARACHCHIGE ASELA	CON 1 PT LOT 21 PT WATER LOT;RP 59R5808	271104000400102	0.51	\$0.00	\$372.04	\$0.00		\$372.04	\$0.00	\$372.04
DOOLITTLE ROY W III	CON 1 PT LOT 21	271104000400200	0.36	\$0.00	\$226.78	\$0.00		\$226.78	\$0.00	\$226.78
NEUMANN GARY	CON 1 PT LOT 21	271104000400300	0.38	\$0.00	\$565.02	\$0.00		\$565.02	\$0.00	\$565.02
FRAME JOHN DOUGLAS	CON 1 PT LOT 21 PLAN 59R;9880 PRS 2 & 3	271104000400305	0.38	\$0.00	\$563.01	\$0.00		\$563.01	\$0.00	\$563.01
MATHESON GARY	CON 1 PT LOT 21	271104000400400	0.41	\$0.00	\$421.91	\$0.00		\$421.91	\$0.00	\$421.91
								\$0.35		\$0.35
570466 ONTARIO LIMITED	HUMBERSTONE CON 1 PT LOT 22;RP 59R13926A	271104000404300	0.00	\$0.00	\$0.35	\$0.00			\$0.00	
570466 ONTARIO LTD	CON 1 PT LOT 21	271104000404301	4.79	\$0.00	\$4,889.09	\$0.00		\$4,889.09	\$498.53	\$4,390.55
MASON MARTHA JEANNE	CON 1 PT LOT 21	271104000404303	3.07	\$0.00	\$3,132.24	\$0.00		\$3,132.24	\$0.00	\$3,132.24
LEON JOHN	CON 1 PT LOT 21	271104000404400	0.44	\$0.00	\$400.99	\$0.00		\$400.99	\$0.00	\$400.99
NICHOLLS LARRY JAMES	CON 1 PT LOT 21	271104000404500	1.22	\$0.00	\$969.43	\$0.00		\$969.43	\$0.00	\$969.43
WINGER LLOYD JAMES JUNIOR	CON 1 PT LOT 21	271104000404600	0.85	\$0.00	\$673.28	\$0.00		\$673.28	\$0.00	\$673.28
RIVANDO CHRISTOPHER ANTHONY	CON 1 PT LOT 21 PLAN 59R6790;PART 1	271104000404601	0.40	\$0.00	\$413.34	\$0.00		\$413.34	\$0.00	\$413.34
WHISKEY RUN GOLF CLUB LTD	CON 1 PT LOT 21 PT LOT 22 RP;59R8112 PAR	271104000404700	18.76	\$0.00	\$15,758.71	\$4,110.00		\$19,868.71	\$355.58	\$19,513.13
SPITERI CHARLES	CON 1 PT LOT 21	271104000404800	9.59	\$0.00	\$9,791.54	\$1,250.00		\$11,041.54	\$621.96	\$10,419.57
TALBOT JASON JONATHAN ARTHUR	CON 1 PT LOT 21	271104000404900	0.32	\$0.00	\$322.57	\$0.00		\$322.57	\$0.00	\$322.57
VALE CANADA LIMITED	CON 1 PT LOT 21 RP 59R9448;PART 1	271104000405000	0.35	\$0.00	\$354.83	\$0.00		\$354.83	\$0.00	\$354.83
VALE CANADA LIMITED	CON 1 PT LOT 21 PT LOT 22	271104000405100	10.51	\$0.00	\$10,739.09	\$0.00		\$10,739.09	\$640.00	\$10,099.09
VALE CANADA LIMITED	CON 1 PT LOT 21	271104000405200	7.76	\$0.00	\$6,513.21	\$0.00		\$6,513.21	\$478.15	\$6,035.06
ARSENAULT ROBERT EUGENE	CON 1 PT LOT 21	271104000405300	0.24	\$0.00	\$198.39	\$0.00		\$198.39	\$0.00	\$198.39
NIEUWLAND LUKE	CON 1 PT LOT 21	271104000405400	0.34	\$0.00	\$285.60	\$0.00		\$285.60	\$0.00	\$285.60
ADAMS KEVIN JAMES	CON 1 PT LOT 21	271104000405500	9.20	\$0.00	\$7,730.08	\$750.00		\$8,480.08	\$616.53	\$7,863.55
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	2.30	\$0.00	\$1,931.27	\$0.00		\$1,931.27	\$150.73	\$1,780.54
PORT COLBORNE CITY	PT LOT 21 CON 1 RP 59R10301;PARTS 2 AND	271104000405600	2.03	\$0.00	\$1,701.64	\$0.00		\$1,701.64	\$0.00	\$1,701.64
MOSKALYK JOHN JOSEPH	CON 1 PT LOT 21	271104000405700	2.28	\$0.00	\$1,918.87	\$0.00		\$1,918.87	\$0.00	\$1,918.87
LEON LOU ANN	CON 1 PT LOT 21 RP 59R13013;PART 1	271104000417902	0.58	\$0.00	\$487.41	\$0.00		\$487.41	\$0.00	\$487.41
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	1.60	\$0.00	\$1,342.85	\$0.00		\$1,342.85	\$0.00	\$1,342.85
PORT COLBORNE CITY	CON 1 PT LOTS 1-22	271104000499900	0.69	\$0.00	\$578.02	\$0.00		\$578.02	\$0.00	\$578.02
City of Port Colborne	Lorraine Rd. from Lake to Killaly St. East	Lorraine Rd. ROW	3.25	\$0.00	\$6,122.37	\$0.00		\$6,122.37	\$0.00	\$6,122.37
City of Port Colborne	Lakeshore Rd. East west of Lorraine	Lakeshore Rd. E ROW	0.56	\$0.00	\$1,072.56	\$0.00		\$1,072.56	\$0.00	\$1,072.56
City of Port Colborne	Weaver Rd. N of Friendship Trail	Weaver Rd. ROW	0.12	\$0.00	\$260.91	\$0.00		\$260.91	\$0.00	\$260.91
				\$0.00	\$119,512.13	\$6,110.00	\$0.00	\$125,622.13	\$3,361.49	\$122,260.64

**Appendix D:
Supplementary Information**

**City of Port Colborne
Regular Council Meeting 18-18
Minutes**

Date: July 23, 2018

Time: 7:32 p.m.

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

Members Present: R. Bodner, Councillor
B. Butters, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Elliott, Councillor
B. Kenny, Councillor
J. Maloney, Mayor (presiding officer)

Absent: Y. Doucet, Councillor (due to vacation)
J. Mayne, Councillor (leave of absence)

Staff Present: D. Aquilina, Director of Planning and Development
T. Cartwright, Fire Chief
A. Grigg, Director of Community and Economic Development
N. Halasz, Manager of Parks and Recreation
A. LaPointe, Manager of Legislative Services/City Clerk (minutes)
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
P. Senese, Director of Corporate Services

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

1. Call to Order:

Mayor Maloney called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

No. 110 Moved by Councillor R. Bodner
Seconded by Councillor A. Desmarais

That the agenda dated July 23, 2018 be confirmed, as circulated or as amended.

CARRIED.

4. Disclosures of Interest:

Nil.

5. Adoption of Minutes:

No. 111 Moved by Councillor B. Kenny
Seconded by Councillor A. Desmarais

(a) That the minutes of the special meeting of Council 16-18, July 9, 2018, be approved as presented.

(b) That the minutes of the regular meeting of Council 17-18, July 9, 2017, be approved as presented.

CARRIED.

6. Determination of Items Requiring Separate Discussion:

Nil.

7. Approval of Items Not Requiring Separate Discussion:

No. 112 Moved by Councillor F. Danch
Seconded by Councillor B. Butters

That items 1 to 7 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.

Motions Arising from Committee of the Whole Meeting Delegations:

Dianna M. Carle regarding a request for an exemption to By-law 1117/64/81, Section 3.2.2 for 1056 Steele Street to Allow for a Second Curb/Driveway Cut

Council resolved:

That an exemption of By-law 1117/64/81, Section 3.2.2, for 1056 Steele Street be granted to allow for a second curb cut and driveway.

Items:

1. Planning and Development Department, Planning Division, Report 2018-105, Subject: Recommendation Report for Official Plan Amendment D09-01-18 & Zoning By-law Amendment D14-02-18, n/s Killaly Street West

Council resolved:

That the Official Plan Amendment attached to Planning and Development Department, Planning Division Report 2018-105 as Appendix A be approved, adding a special policy to the Highway Commercial designation to support the use of warehousing on the property; and

That the Zoning By-law Amendment attached to Planning and Development Department, Planning Division Report 2018-105 as Appendix B be approved, rezoning the land from "HC – Highway Commercial" to "HC-48"; and

That staff be directed to prepare the Notice of Passing in accordance with the Planning Act and circulate to all applicable parties; and

That the Director of Planning and Development be directed to present for Council's consideration a report and the proposed site plan of the warehousing facility.

2. Engineering and Operations Department, Engineering Division, Report 2018-103, Subject: Wignell, Michener, Port Colborne and Beaverdam Municipal Drains Engineer Appointment

Council resolved:

That the appointment of Paul Smeltzer P. Eng. of AMEC(FW) be rescinded as per Section 39(2) Chapter D.17 of the *Drainage Act R.S.O. 1990*; and

That Paul Marsh P. Eng. of EWA Engineers Inc. be appointed under Section 78(1) Chapter D.17 of the *Drainage Act R.S.O. 1990*, and that this appointment become effective once the conditions of Section 78(2) have been met; and

That staff be authorized to execute a petition under Section 4 Chapter D.17 of the *Drainage Act R.S.O. 1990* to initiate/incorporate any new works related to municipal roads and/or property; and

That Paul Marsh P. Eng. of EWA Engineers Inc., be appointed under Section 8 Chapter D.17 of the *Drainage Act R.S.O. 1990* for the new works contemplated and any additional petitions under Section 4, related to the Wignell, Michener Port Colborne and Beaver Dam Drains, that may come forward during the Drainage Act process; and

That the Mayor and Clerk be authorized to sign the requisite Engineering Services Agreement for the preparation of new engineer(s) reports for the Wignell, Michener, Port Colborne and Beaverdam Municipal Drains.

**3. Corporate Services Department, Clerk's Division, Report 2018-109,
Subject: Leave of Absence from Council**

Council resolved:

That a leave of absence be approved for Councillor John Mayne for a period ending November 30, 2018, or until he resumes attendance, whichever occurs first.

**4. Corporate Services Department, Finance Division, Report 2018-108,
Subject: Development Charge Reserve Funds – January 1, 2017 to
December 31, 2017**

Council resolved:

That report Corporate Services Department, Finance Division report 2018-108 with respect to Development Charge Reserve Funds January 1, 2017 to December 31, 2017 be received for information.

**5. Cynthia B. Skinner, Member of The Friends of Port Colborne Lighthouses
Re: Request for Proclamation of Lighthouse Day, August 7, 2018**

Council resolved:

That August 7, 2018 be proclaimed as "Lighthouse Day" in the City of Port Colborne in accordance with the request received from Cynthia B. Skinner, Member, The Friends of Port Colborne Lighthouses.

**6. Region of Niagara Re: Comments of Province's Draft Agricultural Impact
Assessment Guidance Document (PDS Report 29-2018)**

Council resolved:

That the correspondence received from the Region of Niagara Re: Comments on Province's Draft Agricultural Impact Assessment Guidance Document (PDS Report 29-20178), be received for information.

**7. Niagara Central Airport Commission Re: 2nd Quarter Report 2018 for the
Niagara Central Dorothy Rungeling Airport**

Council resolved:

That the correspondence received from Richard Rybiak, Chair, Niagara Central Airport Commission Re: Niagara Central Airport Commission 2nd Quarter Report for the Niagara Central Dorothy Rungeling Airport, be received for information.

CARRIED.

8. Consideration of Items Requiring Separate Discussion:

Nil.

9. **Proclamations:**

No. 113 Moved by Councillor B. Butters
Seconded by Councillor D. Elliott

Whereas the 7th of August is International Lighthouse Day, therefore we seek recognition here by having Lighthouse Day declared in Port Colborne; and

Whereas this recognition acknowledges our rich marine based history, culture and industry; and

Whereas Port Colborne is unique, having 2 lighthouses connected by a tunnel; and

Whereas we are able to have tours to same, through co-operative inter-agency agreements, thus meeting the publics ever growing interest in lighthouses; and

Whereas this public interest re-enforces Friends of Port Colborne Lighthouses efforts to increase access and gain stewardship so that they may be properly preserved, restored, maintained and shared with the public for future generations; and

Now therefore, I, Mayor, John Maloney, proclaim August 7th as "Lighthouse Day" in the City of Port Colborne.

CARRIED.

10. **Minutes of Boards, Commissions & Committees:**

No. 114 Moved by Councillor A. Desmarais
Seconded by Councillor B. Butters

- a) That the minutes of the Port Colborne Public Library Board meeting of June 5, 2018, be received.

CARRIED.

11. **Consideration of By-laws:**

No. 115 Moved by Councillor B. Butters
Seconded by Councillor B. Kenny

That the following by-laws be enacted and passed:

6600/55/18 Being a By-law to Adopt Amendment No. 5 to the Official Plan for the City of Port Colborne

6601/56/18 Being a By-law to Amend Zoning By-law 6575/30/18 Respecting Lands Legally Described as Part Lot 32, Concession 2, Municipally Known as Killaly Street West

6602/57/18 Being a By-law to Appoint Paul Marsh P. Eng. Of EWA Engineers Inc. for the Completion of a New Engineer's Report for the Repair and Improvement of the Wignell, Michener, Port Colborne and Beaverdam Drains situated in the City of Port Colborne and to Rescind By-law No. 5653/84/11 and By-law No. 5666/97/11

6603/58/18 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 23, 2018

CARRIED.

12. Council in Closed Session:

Motion to go into closed session – 7:38 p.m.

No. 116 Moved by Councillor F. Danch
Seconded by Councillor B. Kenny

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 meetings: July 9, 2018.
- (b) Planning and Development Department, Planning Division Report 2018-102, concerning the potential sale 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.
- (c) Corporate Services Department, Clerk's Division Report 2018-104, 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.
- (d) Planning and Development Department, By-law Enforcement Division Report 2018-106, concerning an update with respect to ongoing property investigations, pursuant to *Municipal Act, 2001*, Subsection 239(2)(b), personal matters about an identifiable individual, including municipal or local board employees and Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.
- (e) Verbal report from the Chief Administrative Officer concerning a human resources matter, 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 – 9:10 p.m.

No. 117 Moved by Councillor A. Desmarais
Seconded by Councillor B. Butters

That Council do now rise from closed session with report at approximately 9:10 p.m.

CARRIED.

13. Disclosures of Interest Arising From Closed Session:

Nil.

14. Report/Motions Arising From Closed Session:

- (b) Planning and Development Department, Planning Division Report 2018-102, concerning the potential sale 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 the Director of Planning and Development during closed session in accordance with the *Municipal Act, 2001*.

- (c) Corporate Services Department, Clerk's Division Report 2018-104, 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.

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, as follows;

That Alison Chambers be appointed to the Accessibility Advisory Committee for a term ending December 31, 2022; and

That Connie Butter be appointed to the Senior Citizen Advisory Council for a term ending December, 31, 2019.

- (d) Planning and Development Department, By-law Enforcement Division Report 2018-106, concerning an update with respect to ongoing property investigations, pursuant to *Municipal Act, 2001*, Subsection 239(2)(b), personal matters about an identifiable individual, including municipal or local board employees and Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

The City Clerk reported that direction was provided to the Supervisor, By-law Enforcement during closed session in accordance with the *Municipal Act, 2001*.

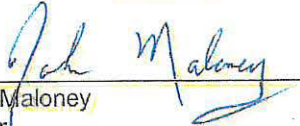
- (e) Verbal report from the Chief Administrative Officer concerning a human resources matter, pursuant to the *Municipal Act, 2001*, Subsection 239(2)(b), personal matters about an identifiable individual, including municipal or local board employees.


The City Clerk reported that Council received the verbal report from the Chief Administrative Officer during closed session in accordance with the *Municipal Act, 2001*.

15. Adjournment:

No. 118 Moved by Councillor F. Danch
Seconded by Councillor D. Elliott

That the Council meeting be adjourned at approximately 9:11 p.m.
CARRIED.


John Maloney
Mayor


Amber LaPointe
City Clerk

AL/cm

**City of Port Colborne
Regular Committee of the Whole Meeting 16-18
Minutes**

Date: July 23, 2018

Time: 6:30 p.m.

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

Members Present: R. Bodner, Councillor
B. Butters, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Elliott, Councillor
B. Kenny, Councillor
J. Maloney, Mayor (presiding officer)

Absent: Y. Doucet, Councillor (due to vacation)
J. Mayne, Councillor (leave of absence)

Staff Present: D. Aquilina, Director of Planning and Development
T. Cartwright, Fire Chief
A. Grigg, Director of Community and Economic Development
N. Halasz, Manager of Parks and Recreation
A. LaPointe, Manager of Legislative Services/City Clerk (minutes)
C. Lee, Director of Engineering and Operations
S. Luey, Chief Administrative Officer
P. Senese, Director of Corporate Services

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

1. Call to Order:

Mayor Maloney called the meeting to order.

2. Introduction of Addendum Items:

Nil.

3. Confirmation of Agenda:

Moved by Councillor B. Kenny
Seconded by Councillor A. Desmarais

That the agenda dated July 23, 2018 be confirmed, as circulated or as amended.

CARRIED.

2. Engineering and Operations Department, Engineering Division, Report 2018-103, Subject: Wignell, Michener, Port Colborne and Beaverdam Municipal Drains Engineer Appointment

Moved by Councillor R. Bodner
Seconded by Councillor B. Butters

That the appointment of Paul Smeltzer P. Eng. of AMEC(FW) be rescinded as per Section 39(2) Chapter D.17 of the *Drainage Act R.S.O. 1990*; and

That Paul Marsh P. Eng. of EWA Engineers Inc. be appointed under Section 78(1) Chapter D.17 of the *Drainage Act R.S.O. 1990*, and that this appointment become effective once the conditions of Section 78(2) have been met; and

That staff be authorized to execute a petition under Section 4 Chapter D.17 of the *Drainage Act R.S.O. 1990* to initiate/incorporate any new works related to municipal roads and/or property; and

That Paul Marsh P. Eng. of EWA Engineers Inc., be appointed under Section 8 Chapter D.17 of the *Drainage Act R.S.O. 1990* for the new works contemplated and any additional petitions under Section 4, related to the Wignell, Michener Port Colborne and Beaver Dam Drains, that may come forward during the Drainage Act process; and

That the Mayor and Clerk be authorized to sign the requisite Engineering Services Agreement for the preparation of new engineer(s) reports for the Wignell, Michener, Port Colborne and Beaverdam Municipal Drains.

CARRIED.

14. Notice of Motion:

Nil.

15. Adjournment:

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

That the Committee of the Whole meeting be adjourned at approximately 7:31p.m.

CARRIED.

AL/cm

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Report Number: 2020-74

Date: June 22, 2020

SUBJECT: Billing of the Beaver Dam Municipal Drain Maintenance

1) PURPOSE:

This report, prepared by Alana Vander Veen, Drainage Superintendent and authorized by Chris Lee, Director of Engineering and Operations, has been prepared to inform Council of the commencement of billing for the maintenance work of the outstanding maintenance fees charged to the Beaver Dam Municipal Drain.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Once a Municipal Drainage Report has been adopted by Council, it becomes the municipality's responsibility to perform maintenance on the drain. The maintenance of the Beaver Dam Municipal Drain was performed under Section 74 of the *Drainage Act, R.S.O., 1990*. Section 74 states:

Any drainage works constructed under a by-law passed under this Act shall be maintained and repaired by each local Municipality at the expense of all the upstream lands and roads in the proportion, determined by the then current by-law.

The current by-law for this drain is 3487/68/97, which adopted the new report prepared by K. Smart Associates Limited in February 1997.

3) STAFF COMMENTS AND DISCUSSIONS

Maintenance was implemented between January 2010 and December 2018, mainly by City Staff to operate the gate and outlet, and by various hired contractors for a variety of specific items.

The total outstanding amount is **\$63,569.65**, which includes an amount of **\$7,196.86**, being the City's portion for roads, railroads and municipal properties.

Upon completion of this billing, some costs will remain receivable due to the 2018 appointment EWA Engineering to complete a new report for this drain. This report is expected by the end of 2020 or early in 2021. Due to the appointment, all costs incurred after the appointment will be assessed under the new report.

The costs incurred between January 2010 and December 2018 are as follows:

	Year	Amount	Total
33208 - Beaver Dam Drain West Branch			
	2010	\$ 129.88	\$ 129.88
33216 - Beaver Dam Drain			
	2018	\$ 4,434.35	\$ 34,555.94
	2017	\$ 6,666.42	
	2016	\$ 3,271.56	
	2015	\$ 4,722.66	
	2014	\$ 1,615.88	
	2013	\$ 2,223.33	
	2012	\$ 4,641.78	
	2011	\$ 2,905.07	
	2010	\$ 4,074.89	
33239 - Beaver Dam Drain Floodgate & Pump			
	2018	\$ 1,433.90	\$ 27,510.07
	2017	\$ 1,757.00	
	2016	\$ 7,087.23	
	2015	\$ 773.74	
	2014	\$ 1,345.72	
	2013	\$ 1,427.41	
	2012	\$ 6,177.94	
	2011	\$ 2,394.46	
	2010	\$ 5,112.67	
33247 - Beaver Dam Drain North of Gate			
	2015	\$ 1,373.76	\$ 1,373.76
			\$ 63,569.65

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

There are no alternative options for invoicing because billing for maintenance of the drain is mandatory under the *Drainage Act*.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A - Copy of the Engineer's assessment schedule including the roll number, current costs and OMAFRA Grants.

7) RECOMMENDATION

That Council of the City of Port Colborne receives Engineering and Operations Department, Engineering Division Report No. 2020-74, Subject: Billing of the Beaver Dam Municipal Drain Maintenance, for information; and

That the billings for the Beaver Dam Drain be billed in accordance with the *Drainage Act, R.S.O., 1990*, as detailed in the attached assessment schedule.

8) SIGNATURES

Prepared on June 10, 2020 by:



Alana Vander Veen
Drainage Superintendent

Authorized by:



Chris Lee
Director of Engineering and Operations

Reviewed by:



Bryan Boles
Director of Corporate Services

Reviewed and Respectfully Submitted by:



Scott Luey
Chief Administrative Officer

BEAVERDAM DRAIN 2010-2018 MAINTENANCE						
COSTS FROM GL ACCOUNT No. 3-560-33239, 3-560-33216, 3-560-33239 and 3-560-33247						
IN ACCORDANCE WITH BY-LAW No. 3487/68/97						
OWNER	LOT No.	ROLL NUMBER	TOTAL AMOUNT TO BE BILLED			
			CURRENT COST	OMAF GRANT	NET COST	
	Pt 12	040	00225700	\$8.99	\$0.00	\$8.99
	Pt 10	040	00246300	\$47.55	\$15.84	\$31.71
	Pt 9	040	00246400	\$12.48	\$0.00	\$12.48
	Pt 9	040	00246500	\$23.40	\$0.00	\$23.40
	Pts 10&11	040	00246900	\$837.34	\$224.82	\$612.52
	Pt 10	040	00246901	\$137.76	\$0.00	\$137.76
	Pt 10	040	00247000	\$6.80	\$0.00	\$6.80
	Pt 10	040	00247102	\$27.16	\$0.00	\$27.16
	Pt 11	040	00248800	\$40.74	\$0.00	\$40.74
	Pts 10&11	040	00248825	\$231.20	\$60.99	\$170.21
	Pt 12	040	00248900	\$33.52	\$0.00	\$33.52
	Pt 12	040	00249000	\$652.32	\$58.65	\$593.67
	Pt 12	040	00249100	\$546.53	\$182.18	\$364.35
	Pts 11&12	040	00249101	\$989.70	\$329.90	\$659.80
	Pt 12	040	00249102	\$55.01	\$0.00	\$55.01
	Pt 13	040	00249700	\$45.98	\$0.00	\$45.98
	Pt 13	040	00249900	\$4.57	\$0.00	\$4.57
	Pt 13	040	00250000	\$1,199.70	\$399.89	\$799.81
	Pt 13	040	00250025	\$27.87	\$0.00	\$27.87
	Pt 13	040	00250050	\$30.50	\$0.00	\$30.50
	Pt 13	040	00250100	\$33.95	\$0.00	\$33.95
	Pt 13	040	00250102	\$21.05	\$0.00	\$21.05
	Pt 13	040	00250200	\$33.52	\$0.00	\$33.52
	Pt 13	040	00250300	\$21.05	\$0.00	\$21.05
	Pt 13	040	00250400	\$33.95	\$0.00	\$33.95
	Pt 13	040	00250500	\$58.50	\$0.00	\$58.50
	Pt 13	040	00250600	\$685.15	\$61.60	\$623.55
	Pt 14	040	00250600	\$495.54	\$44.55	\$450.99
	Pt 14	040	00250700	\$58.92	\$0.00	\$58.92
	Pt 14	040	00250701	\$137.76	\$5.00	\$132.76
	Pt 14	040	00250900	\$309.10	\$48.63	\$260.47
	Pt 14	040	00251000	\$137.76	\$0.00	\$137.76
	Pt 14	040	00251001	\$218.61	\$0.00	\$218.61
	Pt 14	040	00251002	\$211.80	\$0.00	\$211.80
	Pt 14	040	00251005	\$67.49	\$0.00	\$67.49
	Pt 14	040	00251010	\$90.09	\$0.00	\$90.09
	Pt 14	040	00251100	\$27.16	\$0.00	\$27.16
	Pt 14	040	00251200	\$44.91	\$0.00	\$44.91

Pt 14	040	00251300	\$37.43	\$0.00	\$37.43
Pt 14	040	00251400	\$55.43	\$0.00	\$55.43
Pt 14	040	00251800	\$13.59	\$0.00	\$13.59
Pt 14	040	00251900	\$55.01	\$0.00	\$55.01
Pt 14	040	00252000	\$55.01	\$0.00	\$55.01
Pt 14	040	00252001	\$28.29	\$0.00	\$28.29
Pt 14	040	00252100	\$659.09	\$219.70	\$439.39
Pts 13&14	040	00252200	\$892.41	\$297.47	\$594.94
Pt 14	040	00252300	\$27.87	\$0.00	\$27.87
Pt 14	040	00252400	\$5.69	\$0.00	\$5.69
Pt 16	040	00302300	\$24.97	\$0.00	\$24.97
Pt 16	040	00302305	\$24.97	\$0.00	\$24.97
Pt 16	040	00302400	\$777.18	\$0.00	\$777.18
Pt 16	040	00302500	\$24.97	\$0.00	\$24.97
Pt 16	040	00302600	\$24.97	\$0.00	\$24.97
Pts 15&16	040	00302700	\$79.97	\$23.24	\$56.73
Pts 15&16	040	00302900	\$192.52	\$64.18	\$128.34
Pts 15&16	040	00303200	\$329.48	\$109.82	\$219.66
Pt 16	040	00303300	\$72.05	\$0.00	\$72.05
Pts 15&16	040	00303400	\$900.97	\$300.32	\$600.65
Pts 15&16	040	00303600	\$675.56	\$0.00	\$675.56
Pt 15	040	00303700	\$32.86	\$0.00	\$32.86
Pt 15	040	00303800	\$274.72	\$0.00	\$274.72
Pts 15&16	040	00303900	\$134.74	\$0.00	\$134.74
Pt 16	040	00304000	\$137.76	\$0.00	\$137.76
Pt 16	040	00304100	\$137.76	\$0.00	\$137.76
Pt 15	040	00304200	\$26.73	\$0.00	\$26.73
Pt 15	040	00304300	\$41.87	\$0.00	\$41.87
Pt 15	040	00304400	\$38.55	\$0.00	\$38.55
Pt 15	040	00304402	\$27.16	\$0.00	\$27.16
Pt 15	040	00304404	\$27.16	\$0.00	\$27.16
Pt 15	040	00304500	\$7.46	\$0.00	\$7.46
Pt 15	040	00304600	\$207.97	\$0.00	\$207.97
Pt 15	040	00304605	\$9.61	\$0.00	\$9.61
Pt 15	040	00304610	\$11.91	\$0.00	\$11.91
Pt 15	040	00304650	\$138.10	\$34.77	\$103.33
Pt 15	040	00304700	\$40.74	\$0.00	\$40.74
Pt 15	040	00304800	\$289.46	\$96.51	\$192.95
Pt 15	040	00304810	\$65.66	\$11.96	\$53.70
Pt 15	040	00304900	\$44.91	\$0.00	\$44.91
Pt 15	040	00305000	\$31.31	\$0.00	\$31.31
Pt 15	040	00305100	\$27.16	\$0.00	\$27.16
Pt 15	040	00305200	\$13.16	\$0.00	\$13.16
Pt 15	040	00305300	\$13.59	\$0.00	\$13.59
Pt 15	040	00305400	\$26.06	\$0.00	\$26.06
Pt 15	040	00305405	\$26.73	\$0.00	\$26.73

Pt 15	040	00305500	\$57.80	\$0.00	\$57.80
Pt 15	040	00305600	\$138.84	\$0.00	\$138.84
Pt 15	040	00305700	\$1,263.27	\$421.09	\$842.18
Pt 15	040	00305800	\$492.64	\$164.22	\$328.42
Pt 16	040	00305805	\$556.66	\$185.54	\$371.12
Pt 16	040	00306000	\$411.82	\$137.28	\$274.54
Pt 16	040	00306100	\$458.66	\$152.90	\$305.76
Pts 15&16	040	00306200	\$521.58	\$173.88	\$347.70
Pt 15	040	00306300	\$377.04	\$0.00	\$377.04
Pt 17	040	00306400	\$24.97	\$0.00	\$24.97
Pt 17	040	00306500	\$1,979.99	\$0.00	\$1,979.99
Pt 17	040	00307000	\$24.97	\$0.00	\$24.97
Pt 17	040	00307100	\$166.30	\$0.00	\$166.30
Pt 17	040	00307200	\$24.97	\$0.00	\$24.97
Pt 17	040	00307300	\$100.53	\$0.00	\$100.53
Pt 17	040	00307400	\$62.43	\$0.00	\$62.43
Pt 17	040	00307500	\$24.97	\$0.00	\$24.97
Pt 17	040	00307600	\$24.97	\$0.00	\$24.97
Pt 17	040	00307700	\$90.71	\$0.00	\$90.71
Pt 17	040	00307800	\$87.38	\$0.00	\$87.38
Pt 17	040	00307900	\$2,808.10	\$0.00	\$2,808.10
Pt 17	040	00308200	\$433.29	\$144.44	\$288.85
Pt 17	040	00308201	\$258.64	\$86.20	\$172.44
Pt 17	040	00308203	\$3.60	\$0.00	\$3.60
Pt 17	040	00308300	\$123.37	\$35.69	\$87.68
Pt 17	040	00308401	\$40.74	\$13.59	\$27.15
Pt 18	040	00308900	\$62.43	\$0.00	\$62.43
Pt 18	040	00309000	\$62.43	\$0.00	\$62.43
Pt 18	040	00309100	\$62.43	\$0.00	\$62.43
Pt 18	040	00309101	\$62.43	\$0.00	\$62.43
Pt 18	040	00309200	\$2,681.25	\$52.45	\$2,628.80
Pt 18	040	00309201	\$62.43	\$0.00	\$62.43
Pt 18	040	00309202	\$62.43	\$0.00	\$62.43
Pt 18	040	00309300	\$108.02	\$0.00	\$108.02
Pt 18	040	00309302	\$16.86	\$0.00	\$16.86
Pt 18	040	00309400	\$124.88	\$0.00	\$124.88
Pt 18	040	00309500	\$124.88	\$0.00	\$124.88
Pt 18	040	00309600	\$58.46	\$0.00	\$58.46
Pt 18	040	00309601	\$53.87	\$0.00	\$53.87
Pt 18	040	00309603	\$90.71	\$0.00	\$90.71
Pt 18	040	00309700	\$2,499.42	\$833.12	\$1,666.30
Pt 18	040	00309800	\$322.77	\$0.00	\$322.77
Pt 17	040	00310100	\$2,270.02	\$756.68	\$1,513.34
Pt 18	040	00310200	\$10.93	\$3.64	\$7.29
Pt 18	040	00310300	\$295.08	\$98.36	\$196.72
Pt 18	040	00310301	\$137.76	\$0.00	\$137.76

Pt 18	040	00310400	\$121.17	\$0.00	\$121.17
Pt 18	040	00310500	\$164.94	\$0.00	\$164.94
Pt 18	040	00310600	\$82.62	\$0.00	\$82.62
Pt 18	040	00310601	\$82.62	\$0.00	\$82.62
Pt 18	040	00310700	\$121.17	\$40.40	\$80.77
Pt 18	040	00310800	\$127.51	\$0.00	\$127.51
Pt 18	040	00310801	\$66.37	\$0.00	\$66.37
Pt 18	040	00310900	\$88.98	\$0.00	\$88.98
Pt 18	040	00310901	\$198.96	\$0.00	\$198.96
Pt 18	040	00310902	\$196.74	\$0.00	\$196.74
Pt 18	040	00311000	\$544.85	\$0.00	\$544.85
Pt 18	040	00311100	\$315.96	\$0.00	\$315.96
Pt 19	040	00313000	\$249.76	\$0.00	\$249.76
Pt 19	040	00313100	\$249.76	\$0.00	\$249.76
Pt 19	040	00313105	\$124.88	\$0.00	\$124.88
Pt 19	040	00313200	\$364.16	\$0.00	\$364.16
Pt 19	040	00313300	\$124.88	\$0.00	\$124.88
Pt 19	040	00313400	\$124.88	\$0.00	\$124.88
Pt 19	040	00313500	\$473.59	\$0.00	\$473.59
Pt 19	040	00313600	\$124.88	\$0.00	\$124.88
Pts 19 & 20	040	00313700	\$62.43	\$0.00	\$62.43
Pt 20	040	00313800	\$62.43	\$0.00	\$62.43
Pt 20	040	00313900	\$62.43	\$0.00	\$62.43
Pt 20	040	00314000	\$49.94	\$0.00	\$49.94
Pt 20	040	00314100	\$55.80	\$0.00	\$55.80
Pt 20	040	00314150	\$6.62	\$0.00	\$6.62
Pt 20	040	00314200	\$49.94	\$0.00	\$49.94
Pt 20	040	00314300	\$24.97	\$0.00	\$24.97
Pt 20	040	00314400	\$2.85	\$0.00	\$2.85
Pt 20	040	00314410	\$9.65	\$0.00	\$9.65
Pt 20	040	00314500	\$44.23	\$0.00	\$44.23
Pt 19	040	00314600	\$458.66	\$152.90	\$305.76
Pt 18	040	00314601	\$181.87	\$6.61	\$175.26
Pt 19	040	00314700	\$1,333.19	\$444.39	\$888.80
Pt 20	040	00317900	\$68.60	\$22.85	\$45.75
Pt 20	040	00318010	\$993.84	\$0.00	\$993.84
Pt 20	040	00318100	\$44.91	\$0.00	\$44.91
Pt 15	040	00500300	\$1,097.52	\$0.00	\$1,097.52
Pt 15	040	00500400	\$6.88	\$0.76	\$6.12
Pt 15	040	00500405	\$341.37	\$14.84	\$326.53
Pts 15&16	040	00500700	\$1,067.85	\$351.40	\$716.45
Pt 16	040	00500701	\$35.09	\$0.00	\$35.09
Pt 16	040	00500705	\$7.17	\$1.80	\$5.37
Pt 16	040	00500710	\$7.17	\$0.00	\$7.17
Pt 16	040	00500800	\$44.36	\$0.00	\$44.36
Pt 16	040	00500900	\$27.51	\$0.00	\$27.51

Pt 16	040	00501000	\$34.38	\$0.00	\$34.38
Pt 16	040	00501100	\$14.45	\$0.00	\$14.45
Pt 16	040	00501200	\$61.46	\$0.00	\$61.46
Pt 16	040	00501201	\$55.71	\$11.54	\$44.17
Pt 16	040	00501300	\$117.77	\$0.00	\$117.77
Pt 16	040	00501302	\$61.91	\$0.00	\$61.91
Pt 16	040	00501303	\$11.24	\$0.00	\$11.24
Pt 16	040	00501301	\$59.24	\$0.00	\$59.24
Pts 15&16	040	00501500	\$803.22	\$231.71	\$571.51
Pt 16	040	00501501	\$5.33	\$0.00	\$5.33
Pt 15	040	00501600	\$831.88	\$0.00	\$831.88
Pt 17	040	00501800	\$84.32	\$0.00	\$84.32
Pt 17	040	00501900	\$56.36	\$0.00	\$56.36
Pt 17	040	00501901	\$13.29	\$0.00	\$13.29
Pt 17	040	00502000	\$140.16	\$0.00	\$140.16
Pt 17	040	00502100	\$55.71	\$0.00	\$55.71
Pt 17	040	00502200	\$87.15	\$28.69	\$58.46
Pt 17	040	00502300	\$112.46	\$17.46	\$95.00
Pt 17	040	00502301	\$55.71	\$0.00	\$55.71
Pt 17	040	00502400	\$569.98	\$187.59	\$382.39
Pt 17	040	00502500	\$31.03	\$0.00	\$31.03
Pt 17	040	00502600	\$347.45	\$0.00	\$347.45
Pt 17	040	00503100	\$278.23	\$0.00	\$278.23
Pt 9	040	00604100	\$76.52	\$0.00	\$76.52
Pt 9	040	00604101	\$89.41	\$29.79	\$59.62
Pt 10	040	00604200	\$137.76	\$45.92	\$91.84
Pt 12	040	00604900	\$343.05	\$0.00	\$343.05
Pts 11&12	040	00605300	\$1,970.22	\$656.75	\$1,313.47
Pt 13	040	00605400	\$687.09	\$61.70	\$625.39
Pt 13	040	00605500	\$55.01	\$0.00	\$55.01
Pt 13	040	00605501	\$164.94	\$0.00	\$164.94
Pt 13	040	00605502	\$151.34	\$0.00	\$151.34
Pt 12	040	00605600	\$371.05	\$0.00	\$371.05
Pt 14	040	00605900	\$55.01	\$0.00	\$55.01
Pt 14	040	00606000	\$55.01	\$0.00	\$55.01
Pt 14	040	00606100	\$31.31	\$0.00	\$31.31
Pt 14	040	00606101	\$19.27	\$0.00	\$19.27
Pt 14	040	00606200	\$19.27	\$0.00	\$19.27
Pt 14	040	00606210	\$31.31	\$2.48	\$28.83
Pt 14	040	00606300	\$27.16	\$0.00	\$27.16
Pt 13	040	00606310	\$343.05	\$0.00	\$343.05
Pt 13	040	00606400	\$343.05	\$114.34	\$228.71
Pt 14	040	00606500	\$366.91	\$122.31	\$244.60
Pt 14	040	00606700	\$1,956.37	\$650.83	\$1,305.54
13 to 17	Hwy No. 3		\$427.59	\$0.00	\$427.59
16 / 17	Reg Rd 84		\$508.06	\$0.00	\$508.06

15 to 18	Friendship Trail	\$112.37	\$0.00	\$112.37
18 / 19	Weaver Rd	\$4,442.02	\$0.00	\$4,442.02
16 / 17	Miller Rd	\$478.93	\$0.00	\$478.93
14 / 15	Pinecrest Rd	\$51.02	\$0.00	\$51.02
14 to 17	Killaly St East	\$437.86	\$0.00	\$437.86
14 / 15	White Rd	\$575.59	\$0.00	\$575.59
12 / 13	Sherk Rd	\$339.32	\$0.00	\$339.32
10 / 11	Brookfield Rd	\$219.70	\$0.00	\$219.70
9 to 17	Second Con Rd	\$534.95	\$0.00	\$534.72
Amount to be collected		\$63,569.65	\$9,046.16	\$54,523.26
		Less City of Port Colborne's Share		\$7,196.86

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Report Number: 2020-78

Date: June 22, 2020

SUBJECT: Billing of the Marsh Municipal Drain

1) PURPOSE:

This report, prepared by Alana Vander Veen, Drainage Superintendent and authorized by Chris Lee Director of Engineering and Operations, has been prepared to inform Council of the commencement of billing for the maintenance work of the Marsh Municipal Drain.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Once a Municipal Drainage Report has been adopted by Council, it is then the Municipalities responsibility to perform maintenance on said drain. The maintenance of the Marsh Municipal Drain was performed under Section 74 of the *Drainage Act*, (R.S.O., 1990). Section 74 of the Act states:

“Any drainage works constructed under a by-law passed under this Act or any predecessor of this Act, relating to the construction or improvement of a drainage works by local assessment, shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works and in the proportion determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report or on appeal therefrom.”

The most current by-law for the assessment schedules of the Marsh Municipal Drain is 6495/62/17, dated July 10, 2017, which adopted the new report prepared by K. Smart Associates Limited.

3) STAFF COMMENTS AND DISCUSSIONS

Maintenance was implemented between January 2015 and December 2019, with either City Staff or hired contractors who, during this time performed spot maintenance to address, via a walk of the drain, the subsequent removal of fallen trees due to natural causes as well as trapped and removed beavers and their dams which have more recently become a nuisance.

The costs incurred between January 2015 and December 2019 are as follows:

2015 -	\$123.64
2016 -	\$2,114.02
2019 -	\$4,147.52

The total outstanding amount is **\$6,385.18**, which includes an amount of **\$1,487.23**, being the City's portion for roads and municipal properties within the watershed.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

There are no alternative options for invoicing because billing for maintenance of the drain is mandatory under the *Drainage Act*.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

This activity and subsequent billing is not associated with any current Strategic Plan Initiatives.

6) ATTACHMENTS

Appendix A - Copy of the Engineer's assessment schedule, as contained within the currently adopted Report. This schedule includes details regarding the roll number, current costs and OMAFRA Grants.

7) RECOMMENDATION

That Council of the City of Port Colborne receives Engineering and Operations Department, Engineering Division Report No. 2020-78, Subject: Billing of the Marsh Municipal Drain for information; and

That the billings for the Marsh Municipal Drain be billed out in accordance with the *Drainage Act, R.S.O., 1990*, as detailed in the attached assessment schedule.

8) **SIGNATURES**

Prepared on June 5, 2020 by:



Alana Vander Veen
Drainage Superintendent

Authorized by:



Chris Lee
Director of Engineering and Operations

Reviewed and Respectfully Submitted by:



Bryan Boles
Director of Corporate Services

Reviewed and Respectfully Submitted by:



Scott Luey
Chief Administrative Officer

2015-2019 MAINTENANCE MARSH DRAIN Interval 6 - Interval 8	TOTAL CURRENT COST — \$6,385.18 COSTS FROM GL ACCOUNT No. 3-560-33211 BY-LAW No. 6495/62/17	Pg 1 of 2
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K:\Drainage Superintendent\DRAINS\Marsh\2020 Billing Report and By-law\2015-2019 Maintenance.XLS

LAND USE	OWNER	AREA No.	CON or PLAN No.	LOT No.	ROLL NUMBER	AREA AFFECTED (ha)	CURRENT COST	OMAFRA GRANT	NET COST	
				16NR	Pts 7 &	31-156-00	7.1	\$0.00	\$0.00	\$0.00
				16NR	Pt 8	31-157-00	4.2	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-157-01	0.2	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-158-00	9.11	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-159-00	3.24	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-159-01	0.81	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-160-00	2	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-160-01	7.86	\$0.00	\$0.00	\$0.00
				16NR	Pt 9	31-160-03	9.92	\$0.00	\$0.00	\$0.00
					Burger Rd.		1.71	\$0.00	\$0.00	\$0.00
					Bowen Rd.		3.07	\$0.00	\$0.00	\$0.00
					1/2 Holloway Bay Rd.		2.21	\$0.00	\$0.00	\$0.00
				2	Pt 7	04000601300	12	\$20.12	\$6.58	\$13.54
				2	Pt 8	04000601600	12	\$20.12	\$6.58	\$13.54
				3	Pts 1&2	04000602000	5.8	\$9.75	\$0.00	\$9.75
				3	Pt 2	04000602001	11.88	\$19.91	\$0.00	\$19.91
				3	Pt 1	04000602100	2.8	\$4.74	\$0.00	\$4.74
				3	Pt 3	04000602200	14.4	\$24.17	\$7.90	\$16.27
				3	Pts 3&4	04000602300	28.8	\$48.27	\$15.78	\$32.48
				3	Pt 4	04000602500	7.16	\$12.02	\$0.00	\$12.01
				3	Pt 4	04000602600	6.98	\$11.74	\$0.00	\$11.75
				3	Pt 4	04000602700	11.98	\$20.12	\$0.00	\$20.12
				3	Pt 5	04000603000	30.6	\$51.36	\$16.79	\$34.57
				3	Pt 5	04000603200	6.8	\$11.47	\$0.00	\$11.47
				3	Pts 5&6	04000603400	94.78	\$465.57	\$0.00	\$465.58
				3	Pts 5&6	04000603500	87.3	\$146.52	\$47.89	\$98.63
				3	Pt 7	04000603700	81.1	\$141.23	\$46.17	\$95.06
				3	Pts 7&8	04000603800	30.95	\$352.84	\$0.00	\$352.84
				3	Pts 7&8	04000603900	135.9	\$241.61	\$78.98	\$162.64
				3	Pt 8	04000604000	14	\$128.12	\$0.00	\$128.12
				3	Pt 8	04000604001	13.8	\$23.21	\$0.00	\$23.20
				3	Pt 9	04000604100	6.6	\$11.05	\$0.00	\$11.05
				3	Pt 9	04000604101	33.6	\$56.37	\$18.43	\$37.94
				3	Pt 9	04000604102	30.8	\$51.63	\$16.88	\$34.76
				3	Pts 9&1	04000604200	174.85	\$366.16	\$119.69	\$246.47
				3	Pt 10	04000604400	10.2	\$21.90	\$0.00	\$21.90
				3	Pts 9&1	04000604500	54.4	\$309.92	\$101.31	\$208.62
				3	Pt 10	04000604600	9.3	\$19.91	\$0.00	\$19.91
				3	Pt 10	04000604700	19.8	\$319.26	\$0.00	\$319.26
				3	Pt 9	04000604710	6.08	\$81.29	\$0.00	\$81.28
				3	Pt 12	04000604900	38	\$159.15	\$0.00	\$159.15
				3	Pt 11	04000604901	24.4	\$215.73	\$0.00	\$215.73
				3	Pt 11	04000605000	15.15	\$32.48	\$0.00	\$32.47
				3	Pt 11	04000605001	12.15	\$26.02	\$0.00	\$26.02
				3	Pt 11	04000605015	3.12	\$6.66	\$0.00	\$6.66
				3	Pt 11	04000605100	23.25	\$49.78	\$16.27	\$33.51
				3	Pt 11	04000605200	5.55	\$11.95	\$0.00	\$11.95
				3	Pt 11	04000605205	30.6	\$65.57	\$21.43	\$44.13
				3	Pts 11&	04000605300	3	\$6.45	\$2.11	\$4.33
				3	Pt 12	04000605600	25.6	\$81.64	\$0.00	\$81.64
				4	Pts 1&2	04000606800	30.2	\$160.52	\$52.47	\$108.05
				4	Pts 1&2	04000606900	1.2	\$1.99	\$0.00	\$1.99
				4	Pt 1	04000607000	11.5	\$81.09	\$26.51	\$54.58
				4	Pt 2	04000607200	21.4	\$145.76	\$47.65	\$98.11
				4	Pt 3	04000607300	16.52	\$185.65	\$60.69	\$124.96
				4	Pt 4	04000607600	5.1	\$63.51	\$0.00	\$63.51
				4	Pt 4	04000607900	6.2	\$92.76	\$0.00	\$92.76
				4	Pt 5	04000608300	4.2	\$9.06	\$2.96	\$6.10
				4	Pts 5&6	04000608400	3	\$6.45	\$2.11	\$4.33
				4	Pt 6	04000609100	6.75	\$14.49	\$0.00	\$14.49

4 Pt 7	04000609300	4	\$35.36	\$11.56	\$23.79
4 Pt 7	04000609405	6	\$38.72	\$12.66	\$26.07
4 Pt 8	04000609700	6	\$53.00	\$17.33	\$35.68
4 Pt 8	04000609800	4	\$35.36	\$11.56	\$23.79
4 Pt 9	04000610301	16	\$141.51	\$46.26	\$95.25
4 Pt 10	04000610700	11.4	\$73.60	\$24.06	\$49.55
4 Pt 10	04000610800	7.2	\$63.72	\$20.83	\$42.88
4 Pt 11	04000611000	4.2	\$7.00	\$2.29	\$4.72
4 Pt 11	04000611200	4.4	\$7.42	\$2.42	\$4.99
4 Pt 12	04000611201	2	\$3.36	\$0.00	\$3.37
4 Pt 12	04000611203	6	\$10.09	\$3.30	\$6.80
4 Pt 12	04000611235	5	\$8.38	\$2.74	\$5.64
Neff Rd. South		8.0	\$99.97	\$0.00	\$99.97
Troup Rd.		5.8	\$154.14	\$0.00	\$154.13
South Brookfield Rd.		5.8	\$166.15	\$0.00	\$166.16
Zavitz Rd.		11.9	\$87.27	\$0.00	\$87.26
Third Conc. Rd.		9.4	\$805.37	\$0.00	\$805.36
Second Conc. Rd.		6.0	\$13.53	\$0.00	\$13.53
1/2 Hollow Bay Rd.		7.6	\$79.51	\$0.00	\$79.54
Wilhelm Rd.		5.8	\$94.68	\$0.00	\$94.68
TOTAL NON-AGRICULTURAL ASSESSMENT		464.575	\$3,774.76		\$3,774.72
TOTAL AGRICULTURAL ASSESSMENT		2661.962	\$2,610.42	\$870.14	\$1,740.28
TOTAL ASSESSMENT		3126.537	\$6,385.18		\$5,515.00
OMAFRA GRANT				\$870.14	
LANDOWNERS PAYMENTS					\$4,027.81
CITY OF PORT COLBORNE ASSESSMENT			\$1,487.23		\$6,385.18
TOWN OF FORT ERIE ASSESSMENT				\$0.00	

ORIGINAL OUTLET ASSESSMENTS FROM REPORT & BY-LAW:

TOTAL NON-AGRICULTURAL LANDS	\$54,228.00
TOTAL AGRICULTURAL LANDS	\$38,771.00
TOTAL ASSESSMENT	\$92,999.00

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Report Number: 2020-39

Date: June 22, 2020

SUBJECT: Sale of Vacant Land, Part Lot 26, Concession 2

1) PURPOSE:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for City owned land located next to 211 Second Concession Road.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

A request to purchase this municipal property was received from Denny Brochu, 211 Second Concession Road.

The triangular shaped property, zoned Gateway Industrial, measures 17.01m by 13.4m in size for an area of 0.61 acres and is shown on the image below (highlighted by the blue circle):



3) STAFF COMMENTS AND DISCUSSIONS

The sale of the property is guided by the City's policy and procedure as provided under By-law 6620/75/18 and has been followed. In accordance with this policy, Staff have indicated that the property is surplus to the needs of the City.

The parcel is to be purchased for \$6,500 plus HST and will be required to be merged with 211 Second Concession Road. The sale is scheduled to close on July 30, 2020.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) **Do nothing.**

Although not recommended, Council can decide to do nothing and continue to retain ownership of the property.

b) **Other Options**

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

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A - Agreement of Purchase and Sale

Appendix B - By-law for Sale

7) RECOMMENDATION

That Council declares Part Lot 26, Concession 2 as surplus to the City's needs;

That the City enters into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for the purchase price of \$6,500 plus HST; and

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

8) SIGNATURES

Prepared on June 3, 2020 by:

Reviewed and Respectfully Submitted:



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



Scott Luey
Chief Administrative Officer

AGREEMENT OF PURCHASE AND SALE

Buyer: Denny Brochu and Amelia Wade

Seller: The Corporation of the City of Port Colborne

Address of Property: Vacant Land approximately .61 acres

Frontage more or less: 290'

Depth more or less: 326'

Legal Description: Part Lot 26, Concession 2

Purchase Price: Six Thousand and Five Hundred (\$6,500) CDN Dollars

Deposit Three Hundred (\$300) CDN Dollars

The Seller is in receipt of the deposit.

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

Schedule A attached hereto shall form part of this agreement.

1. **Chattels:** None.
2. **Fixtures:** None.
3. **Rental Items:** None.
4. **Irrevocability:** This offer shall be irrevocable by the Buyer until 6:00pm on **July 1, 2020**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction.
5. **Completion Date:** This agreement shall be completed no later than 6:00pm on **July 30, 2020 (see Schedule A)**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for herein.
6. **Notices.** Any notice to given herein shall be in writing and delivered to the Buyer or the Seller at the address for service provided for herein. The parties agree that this agreement may be sent and received by facsimile transmission and that such transmissions of this agreement may be accepted and executed by the party receiving such transmission. All such transmissions once executed shall constitute a binding agreement between the parties. The parties also agree that all notices or waivers may be sent and received by facsimile transmission as above.
7. **HST.** If this transaction is subject to the HST, then such tax shall be **in addition to** the purchase price. If this transaction is not subject to the HST the Seller shall certify on or before closing that the transaction is not subject to the HST.
8. **Title Search.** Buyer shall be allowed until **July 5, 2020** (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders, open files, notices of violation or deficiencies or any other encumbrances or regulatory directive affecting the property and that its present use may be lawfully continued and that the principal building may be insured against risk of fire. Seller consents to the municipality or other governmental agencies releasing to the Buyer or his solicitor details of all outstanding work

orders or deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **Future Use.** Seller and Buyer agree there is no representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful except as may be specifically provided for in this agreement.
10. **Title.** Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities provided such have been complied with, or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to the title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee and which Buyer will not waive, this agreement notwithstanding any intermediate acts or negotiations in respect of such objections shall be at an end and all monies paid shall be returned without interest or deduction. Save as to any valid objection so made by such day and except for any objection going to the root of title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **Closing Arrangements.** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended for registration in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **Documents & Discharge.** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of the Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registerable form on completion, Buyer agrees to accept Seller's lawyer's personal

undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing.

13. **Inspection.** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **Insurance.** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **Planning Act.** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **Documentation Registration.** The Transfer/Deed, shall save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **Residency.** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect to tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or statutory declaration that Seller is not then a non-resident of Canada.
18. **Adjustments.** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer.
19. **Time Limits.** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **Tender.** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft

or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **Family Law Act.** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
22. **UFFI.** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of the Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is subject to this transaction.
23. **Agreement in Writing.** If there is a conflict or discrepancy between any provision added to this agreement including any schedule attached hereto and any provision in contained herein the added provision shall supersede to the extent of such conflict or discrepancy. This agreement including the any schedule attached hereto shall constitute the entire agreement between the Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this agreement other than as expressed herein. This agreement shall be read with all changes of gender or number required by the context.

Dated: _____, 2020.

Signed, Sealed and Delivered in the presence of:

Denny Brochu

Amelia Wade

The Seller hereby accepts the above offer.

Dated: _____, 2020.

Signed, Sealed and Delivered in the presence of:

William C. Steele - Mayor

Amber LaPointe - City Clerk

We have the authority to bind the
Corporation

Rocco Vacca - Seller's Lawyer
SULLIVAN MAHONEY LLP
Phone: (905) 357-5863 Fax: (905) 357-0501
Email: rvacca@sullivanmahoney.com

Rick Dilts - Buyer's Lawyer
Martens Lingard LLP
Phone: (905) 687-6551 Fax: (905) 687-6553

Schedule A

The Buyer has submitted with this offer Three Hundred Dollars (\$300) to the Seller as a deposit and agrees to pay the balance of the purchase price to the Seller by certified cheque on closing subject to the following:

The Buyer acknowledges that the property is being sold "as is."

The Buyer acknowledges that the property shall be merged with the Buyer's property located immediately to the west and municipally known as 211 Second Concession Road.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade respecting Part Lot 26, Concession 2

Whereas at its meeting of June 22, 2020, Council approved the recommendations of Planning and Development Department, Report No. 2020-39, Subject: Sale of Vacant Land, Part Lot 26, Concession 2; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for the sale of Part Lot 26, Concession 2, for the purchase price of \$6,500 (plus HST);

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

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for the sale of Part Lot 26, Concession 2 for the purchase price of \$6,500 (plus HST), which agreement is attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Report Number: 2020-38

Date: June 22, 2020

SUBJECT: Short Term Rentals

1) PURPOSE:

The purpose of the report is to provide Council with information regarding short term rentals.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

At the Committee of the Whole Meeting on February 24, 2020, the following minutes were recorded:

“(b) Short-term Rental Accommodations (Bodner)

Councillor Bodner informed Council that he has received multiple inquiries regarding the City's position on short term rental accommodations and suggested that Council direct staff to prepare a report on this issue.

Moved by Councillor R. Bodner Seconded by Councillor G. Bruno That the Director of Planning and Development investigate shortterm rental accommodations and bring a report back to Council for information. CARRIED”

3) STAFF COMMENTS AND DISCUSSIONS

Regulating short term rentals (STR) has been handled differently by municipalities locally and throughout North America. Research has found that municipalities dealing with housing concerns, safety, and property owner complaints have led to the development of policies and regulations whether it be through zoning or licensing. Municipalities that have heavily populated tourist areas have also taken different approaches to regulate STR in order to promote the local tourism industry.

The City's Official Plan contains no policies specific to STR. Policies related to the promotion of tourism are mentioned throughout but are silent on accommodations, aside from assisting potential investors in the hospitality sector.

Currently, the City's Zoning By-law (ZBL), contains regulations on Bed & Breakfast Establishments (BBE) and allows accessory residential units in dwellings but does not provide a definition of a STR or provisions regarding the duration of occupancy or number of residents in a dwelling unit and if it is rented out. The City currently has two (2) BBE licences.

The following is the definition of a BBE and its provisions in the ZBL:

Bed and Breakfast: means a home based business wherein guestrooms are rented for a period not exceeding 28 consecutive days and meals are served to

overnight guests.

2.9.2.4 A bed and breakfast is a permitted use within a detached dwelling subject to section 2.9 and the following additional regulations:

- i) Despite section 2.9.1 (iii), a maximum of 4 guest rooms are permitted;
- ii) The bed and breakfast establishment shall provide one off-street parking space per guest room in addition to the minimum parking area required for the dwelling unit; and
- iii) The bed and breakfast shall provide meals to guests of the bed and breakfast only.
- iv) The bed and breakfast establishment shall be licensed in accordance with the City's Licensing By-law.

The short term rental industry uses different methods to have their houses, apartment units or sites marketed online for rental opportunities. Airbnb.com currently has several properties available in Port Colborne on their website as does kijiji.ca.

Municipalities that are known to be a tourist location have chosen to licence this industry (eg. The Blue Mountains, Toronto, Niagara-on-the-Lake). The Blue Mountains currently charges a fee of \$1,500 to \$2,500 for a 2-year license while Niagara-on-the-Lake charges a \$108 fee for each room. The Town of Fort Erie started licencing on January 1, 2020 with a fee of \$300.

The City of Niagara Falls and the City of St. Catharines do not license STR but have put in place areas where they would be permitted in their zoning by-law. Niagara Falls considers STR (BBE included) as vacation rental units and permits their uses in Tourist Commercial (TC), Central Business Commercial (CB) and General Commercial (GC) Zones. St. Catharines considers STR as a hotel/motel use and they are not permitted in residential areas.

By-law Enforcement typically receives one complaint each year on an STR property. If there are matters related to nighttime levels of noise, they are dealt with by the Niagara Regional Police.

Other municipalities have received various complaints on STR with respect to noise, smoke from camp fires, garbage and parking. These types of complaints against STR are far less common in Port Colborne.

Properties along the Lake Erie shoreline, sites at Sherkston Shores or site rentals at Pleasant Beach Campground are not all owned by local residents as their primary residence. These properties and sites provide a vacation retreat opportunity for Canadian and American owners wishing to obtain revenue while not staying onsite.

Research has found that municipalities that are experiencing a high volume of STR complaints try to seek a balance between preserving the character of the community while encouraging growth in affordable housing through home sharing as well as the

promotion of economic development through tourism. Other municipalities have decided to take no action or have no STR licencing by-law.

Comments from Amber LaPointe, City Clerk

Within the canopy of overnight accommodations the Clerk's Department currently licences bed & breakfasts. Licensing staff is currently undergoing a business licence review where bed & breakfasts, motels, and short-term rentals are being considered. The review will not recommend the licensing of short-term rentals due to the considerable amount of added resources required with limited value added being realized. In Port Colborne short term rentals include houses, trailers, and many established cottages that advertise on various websites and newspapers. Staff have not found value in the added cost of licensing, education, inspection, and enforcement when delinquent properties will likely not be licensed.

Minimal complaints are received annually regarding short term rentals. As these properties operate in dwellings enforcement can be provided in the same way as it would be to any homeowner. Staff recommend that if Council is seeking to address complaints made regarding short term rentals that the City use by-law enforcement and partnerships with the Niagara Regional Police to address the property issues.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing.

This option is recommended so that this report be received for informational purposes only.

b) Other Options

- i) Although not recommended, Council can choose to make changes to the Zoning By-law to restrict STR to specific areas of the City with specific provisions.
- ii) Although not recommended, Council can choose to direct Staff to create a by-law to licence STR.
- iii) Council can choose to solicit input from the public with respect to regulating STR before any changes are considered.
- iv) Council can choose any combination of the above.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A – Town of Fort Erie Short Term Rental Licensing By-law

7) **RECOMMENDATION**

That Planning and Development Department Report No. 2020-38, Subject: Short Term Rentals be received for information.

8) **SIGNATURES**

Prepared on June 11, 2020 by:

Reviewed and Respectfully Submitted:



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



Scott Luey
Chief Administrative Officer

Reviewed By:



Amber LaPointe
Manager of Legislative Services/City Clerk



The Municipal Corporation of the Town of Fort Erie

By-law No. 113-2019

Being a By-law to Amend Business Licencing By-law No. 217-05 (Licensing and Regulating Short-Term Rental Uses)

310201

Whereas By-law No. 217-05, as amended, provides for the licencing and regulating of various businesses in the Town of Fort Erie; and

Whereas the *Municipal Act, 2001* authorizes a municipality to provide for a system of licences with respect to a business and to regulate and govern any business carried on within the municipality; and

Whereas the *Municipal Act, 2001* authorizes a municipality to require the payment of licence fees and to pass By-laws to impose fees or charges for permits and services; and

Whereas the *Municipal Act, 2001* authorizes a municipality to add outstanding fees and charges to the tax roll and collect them in the same manner as municipal taxes; and

Whereas Council of The Corporation of the Town of Fort Erie considers it desirable to exercise its licencing powers, including the imposition of conditions as are set out in this By-law;

Now therefore the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

- 1. That** By-law No. 217-05 as amended, is further amended by adding thereto, immediately after "SCHEDULE "12" a new Schedule entitled "SCHEDULE "13" attached hereto as Schedule "A".
- 2. That** By-law No. 217-05, as amended is further amended by repealing "Part 6 – Schedules" and replacing it with the following: "PART 6-SCHEDULES" Schedule "1 to 13" are attached hereto and form part of this by-law.
- 3. That** this By-law comes into full force and effect on January 1, 2020.

4. That the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second, and third time and finally passed this 15th day of July, 2019.

Mayor

Clerk

I, Carol Schofield, Clerk, of The Corporation of the Town of Fort Erie certifies the foregoing to be a true copy of By-law No. 113-2019 of the said Town. Given under my hand and the seal of the said Corporation, this day of _____, 20 _____

Schedule "13"- Short-Term Rentals to By-law No. 217-05

1.0 DEFINITIONS

In this Part:

"Agent" means a person duly appointed by the Owner to act on their behalf;

"Application Form" means a form prepared by the Town to obtain the necessary information for a Short-Term Rental licence;

"Coordinator" means the Coordinator-Community Liaison and Business Licencing or designate unless otherwise noted;

"Disturbance" means an event where an action has commenced with respect to nuisance, and/or noise;

"Fee" means those fees established by the Town's Fees and Charges By-law No. 40-09, as amended or replaced annually by the Director of Corporate Services;

"Fire Safety Plan" means a plan showing the location of smoke alarms, the location of CO² detectors, the location of fire extinguishers and the established escape routes;

"Hearing" means a mandatory meeting with the Appeals Committee once a property has received fifteen (15) or more demerit points to determine if the Short-Term Rental licence should be revoked;

"Licensee" means a person who holds a licence issued under this Part;

"Lot Maintenance" means Lot Maintenance By-law No.165-08 as amended or replaced which regulates maintenance of property and land;

"Meeting" means a mandatory meeting with the Appeals Committee once a property has received seven (7) or more demerit points to identify what steps that they intend to implement to mitigate further instances of awarding demerit points to the premises;

"Noise Control By-law" means, the Noise Control By-law No. 30-09 as amended or replaced, which regulates noise and nuisances within the Town of Fort Erie;

"Property Standards By-law" means the Property Standards By-law No. 186-06 as amended or replaced, of the Town enacted under section 15.1 of the *Building Code Act* that prescribes standards for the maintenance and occupancy of property;

"Renter" means the person responsible for the rental of the premises by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement;

"Local Contact Person" means the local person assigned by the Owner or operator of a Short-Term Rental who will be at the premises within 1 hour of contact and who will ensure the premises are operated in accordance with the provisions of this By-law and the conditions of the licence;

"Short-Term Rental" means all or part of a dwelling unit, subject to licencing by the Town, to provide sleeping accommodation for any period of thirty (30) calendar days at a time or less in exchange for payment, but does not include any type of institutional dwelling, hotels, or other similar uses;

"Short-Term Rental Premises" or "Premises" means any dwelling unit and associated land in or on which a Short-Term Rental is carried on;

"Zoning By-law" means the Town of Fort Erie's Comprehensive Zoning By-law No. 129-90 or as amended, enacted under section 34 of the *Planning Act* that restricts and/or regulates the use of land.

1.0 APPLICATION

- 1.1 Where there is a conflict between this Schedule and any other part of this by-law, this Schedule shall prevail.
- 1.2 The requirements of this Schedule apply to the trade, business or occupation of providing Short-Term Rentals within the geographic limits of the Town as of the date this By-law comes into effect.
- 1.3 For greater certainty, the requirements of this Schedule do not apply to a hotel as defined in the Zoning By-law.

2.0 LICENCING

- 2.1 A person is not eligible to hold a licence if:
 - a) The owner is indebted to the Town in respect of fines, administrative penalties, and/or judgments awarded by the courts;
 - b) The property to be used for carrying on a Short-Term Rental does not conform with any applicable Federal or Provincial Law or Regulations or

Municipal By-laws, including, but not limited to, the Zoning By-law, Property Standards By-law, *Building Code Act*, Building Code, *Fire Protection and Prevention Act*, Fire Code, and Ontario Electrical Safety Code;

- c) A certificate of proof is not provided annually that the well water is safe to drink, if applicable.

2.2 The Coordinator will suspend a Short-Term Rental licence if a licensee has:

- a) an open building permit;
- b) an outstanding Fire or Building Order; or
- c) a Property Standards Order or any other order issued by the Town or other government agency.

3.0 REVOCATION OF LICENCE

3.1 The Coordinator may revoke a licence where:

- (a) the licence was issued on mistaken, false or incorrect information, or in error;
- (b) there is change in ownership; or
- (c) the Owner(s) requests in writing that it be terminated;

3.2 Upon revoking a licence in accordance with this by-law, the Coordinator shall give written notice of the revocation of the licence to the Owner at his/her last known address. In no case shall a licence fee be refunded.

3.3 Once a licence is revoked by the Appeals Committee, the Owner shall not be issued a new licence:

- a) for a period of six (6) months from the date of revocation of the first revoked licence;
- b) twelve (12) months after the second revocation; and
- c) eighteen (18) months after the third and subsequent revocations.

4.0 ADMINISTRATION

- 4.1 Unless otherwise indicated, the administration of this Schedule including approval of applications and issuance of licences shall be the responsibility of the Coordinator.
- 4.2 Enforcement of this Schedule shall be primarily assigned to the Coordinator or an Officer as defined in this By-law.
- 4.3 Every application for a new licence or a renewal of an existing licence shall be submitted to the Coordinator on the required form together with all the required documentation.
- 4.4 The Coordinator shall be responsible for developing and updating Short-Term Rental Rules, Application Forms and other procedures for the administration of Short-Term Rentals.
- 4.5 Every application for a new Short-Term Rental Licence or a renewal shall include:
- a) Each Owner, applicant, and Agent's name, address, telephone number, and email address if available;
 - b) Where an applicant is acting on behalf of an Owner, the Owner's shall sign the authorization and consent form permitting the Agent to act on their behalf;
 - c) In the instance of a corporation or partnership, the name, address, telephone number, and email address if available of each officer or partner as the case may be;
 - d) The name, address, telephone number, and email address of a person who has been assigned by the Owner to be the Local Contact Person;
 - e) A statement from the Owner or Agent certifying the accuracy, truthfulness, and completeness of the application;
 - f) Proof of insurance for Short-Term Rental use and that the Town is added as an additional insured;
 - g) A Fire Safety Plan depicting the use of the premises including the location of smoke alarms in each bedroom, the location of CO² detectors, the location of mounted fire extinguishers on each floor and including the

kitchen and the established escape routes for each bedroom in case of emergency;

- h) The Owner or Agent shall provide the following acknowledgements:
 - i) that the Short-Term Rental will be operated in accordance with all Town By-laws and requirements of any other government agency or legislation;
 - ii) that all garbage will be stored in garbage cans with lids;
 - iii) that the Owner has advised the abutting property boundary neighbours of the operation of the Short-Term Rental;
 - iv) that all renters will receive a copy of the Town's form of Guest Rules and a copy will remain on site at all times; and
 - v) that all renters will be advised that no outside sleeping and sleeping accommodations are permitted on the Short Term-Rental premises;
 - vi) The payment of application fees as set out in the Town's Fees and Charges By-law No. 40-09, as amended from time to time;
- i) Acknowledgement by the Region of Niagara that the dwelling has a functioning septic system as of the date of the first rental application, if applicable;
- j) A copy of a certificate of proof that the well water if any is safe to and shall be a new certificate provided annually, if applicable;
- k) A licensee shall inform the Coordinator of any changes to the information provided in the application within a period of 15 days of the change.
- l) The property address and licence number will be posted on the Town's website.
- m) Each licence shall include the following:
 - i) Property address;
 - ii) Licence number;
 - iii) Effective date and expiry date of the licence;
 - iv) Owner's name and contact information;
 - v) The agent's name and contact information if applicable; and
 - vi) Local Contact Person's name and contact information.

- n) A licence shall only be issued to the Owner of the Short-Term Rental.
- o) A licence is valid from the date of issuance until December 31 in the calendar year in which it is issued.
- p) A licensee is not eligible for the renewal of an existing licence unless the licensee has provided an application form approved by the Coordinator.
- q) A licence is not transferable.

5.0 PROHIBITIONS

5.1 No Owner shall:

- a) Carry on a Short-Term Rental without a licence;
- b) Carry on a Short-Term Rental for which a licence has expired, been revoked; or, is under suspension;
- c) Carry on a Short-Term Rental unless the premises has full services provided privately or municipally;
- d) Fail to keep garbage contained in containers with lids;
- e) Fail to display the Short-Term Rental licence in a prominent permanent place on the Short-Term Rental Premises;
- f) Permit outside sleeping and sleeping accommodations;
- g) Fail to ensure that there is a Local Contact Person;
- h) Hinder or obstruct an Officer from carrying out an inspection of lands, to carry out work for the purposes of an investigation and/or making inquiries;
- i) Operate a Short-Term Rental contrary to the Fire Safety Plan;
- j) Permit a disturbance at a Short-Term Rental Premises;
- k) Operate contrary to any applicable Federal or Provincial Law or Regulations or Municipal By-laws;
- l) Operate a Short-Term Rental if current and accurate information has not been provided to the Coordinator;

- m) Assign a Short-Term Rental licence.
- n) Operate a Short-Term Rental with:
 - i) An open building permit;
 - ii) an outstanding Fire or Building Order;
 - iii) a Property Standards Order or any other order issued by the Town or other government agencies.

5.2 Failure to comply constitutes a penalty whereby an administrative penalty and/or demerit point(s) as established in Appendix "1" will be imposed against the Owner.

6.0 APPEALS COMMITTEE

6.1 The Coordinator shall keep records of the Committee's meetings and hearings including minutes and decisions.

6.2 In addition to Part 4 of this By-law, the Appeals Committee shall:

- a) hear appeals related to demerit points and administrative penalties;
- b) conduct hearing as defined by this by-law; and
- c) conduct Meeting as defined by this by-law;

6.3 A person who is required to attend a Meeting or Hearing with the Committee shall be notified by the Coordinator and the notice shall:

- (a) specify the time, place and purpose of the Meeting or Hearing;
- (b) inform the affected owner that he/she is required to attend the Meeting or Hearing and may make submissions;
- (c) afford the owner a reasonable opportunity, before the hearing, to show or achieve compliance with all lawful requirements for the retention of the licence, and
- (d) be given at least fifteen (15) days' notice prior to the date of the Meeting or Hearing.

- 6.4 The Committee at the Meeting or Hearing may impose conditions as they deem appropriate for the continued holding of the licence, suspend the licence, or revoke the licence.
- 6.5 Decisions of the Appeals Committee are final.

7.0 DEMERIT POINT SYSTEM

- 7.1 If at any time the Coordinator determines that the operation of a licenced Short-Term Rental does not comply with any part of this Schedule as provided for in Appendix "1", the Coordinator shall impose Demerit Points.
- 7.2 Demerit points shall remain in place until the two (2) year anniversary of the date on which the demerit points were imposed.
- 7.3 A Meeting, with the Appeals Committee, will be required if the total of all demerit points in effect respecting a Short-Term Rental is seven (7) or more.
- 7.4 A Hearing, with the Appeals Committee, is required if the total of all demerit points in effect respecting a Short-Term Rental is fifteen (15) or more.

8.0 ADMINISTRATIVE PENALTIES

- 8.1 An Officer who has reason to believe that a Owner has contravened any provision of this Schedule may issue a Penalty Notice to the Owner.
- 8.2 The Penalty Notice shall be given to the Owner as soon as is reasonably practicable and shall include the following information:
- a) Municipal Address;
 - b) Name of Owner;
 - c) the Penalty Notice Date;
 - d) Penalty Notice Number;
 - e) Particulars of the contravention;
 - f) The amount of the Administrative Penalty;
 - g) Information respecting the process by which the Owner may exercise right to request a review of the Administrative Penalty;

- h) A statement advising that an Administrative Penalty will, unless cancelled constitutes a debt of the Owner to the Town; and
- i) Signature of the Officer.

8.3 An Administrative Penalty is payable within fifteen (15) days after the penalty is affirmed;

8.4 In accordance with the *Municipal Act 2001* as amended or replaced, an Administrative Penalty which remains unpaid shall be deemed to be unpaid taxes and the outstanding amount shall be added to the tax roll and collected in the same manner as municipal taxes.

8.5 An Administrative Penalty that is due and payable and constitutes a debt to the Town of each Owner to whom or to which the Penalty Notice was given.

9.0 PROVINCIAL OFFENCES

9.1 An Owner who obtains a Short-Term Rental licence shall comply with the regulations set out in this Schedule for such licence. Failure to comply with the regulations constitutes an offence.

9.2 Every Owner who contravenes any provision of this By-law, is guilty of an offence and upon conviction is liable to the penalties prescribed under the Provincial Offences Act, R.S.O. 1990, c.P.33, as amended.

APPENDIX “1” TO SCHEDULE 13

PENALTIES			
Column 1 Infraction	Column 2 Reference	Column 3 Demerit Points	Column 4 Administrative Penalties
Failure to comply with Fire Protection & Prevention Act/Fire Code (“FPPA/Fire Code”)	2.3	15	Fines Imposed under FPPA/Code
Failure to comply with Building Code Act (“BCA”)	2.3	10	Fines Imposed under BCA
Obstruct Officer	5.1 (h)	10	\$100.00
Operating without a licence	5.1 (a) and (b)	10	\$300.00
Operating with an open Permit or Order	5.1 (n)	10	\$300.00
Failure to Display Licence	5.1(e)	3	\$75.00
Operating a short term rental without conforming to all applicable Federal, Provincial and Municipal laws	5.1(k)	5	\$200.00
Non-availability of Local Contact Person	5.1(g)	5	\$100.00
Noise and Nuisance	5.1(j)	5	Penalties Imposed under By-law No. 30-09
Not eligible to hold a licence	2.1	5	nil
Failure to have garbage in containers with lids	5.1(d)	3	\$150.00
Failure to comply with Fire Safety Plan	5.1(i)	5	\$200.00
Assignment of licence	5.1(m)	3	\$50.00
Property Standards Infraction	5.1(n)	3	Fines imposed under By-law No. 186-08
Outside sleeping accommodations on site	5.1(f)	3	\$100.00
Operating premises without full private or municipal services	5.1(c)	3	\$100.00

Note: References to By-laws and Legislation include as they may be amended or replaced.



The Corporation of the Town of Fort Erie

1 Municipal Centre Drive
Fort Erie ON., L2A 2S6
Web: www.forterrie.ca

Phone: 905-871-1600 ext. 2543
Fax: 905-871-6411
Email: astouffer@forterie.ca

Please return your completed application in person to the Coordinator-Community Liaison and Business Licencing at Town Hall with the applicable fee.

APPLICATION FOR SHORT-TERM RENTAL LICENCE		BY-LAW NO. 113-2019
<input type="checkbox"/> New Operator (Fee \$300)	<input type="checkbox"/> License Renewal (Fee \$300)	LICENCE # _____

1. SHORT-TERM RENTAL INFORMATION	
Location Address:	Unit # <small>(if applicable)</small>
Town/Postal Code:	Number of Legal Parking Spaces:
Is this application for: <input type="checkbox"/> Whole house rental use (please indicate the number of bedrooms _____) or <input type="checkbox"/> Bedroom rental use only (please indicate the number of bedrooms _____) Total Occupant Load _____ <small>(total occupant load is total number of persons unit can accommodate)</small>	

2. OWNER/CORPORATION INFORMATION <small>(please provide information for up to two property owners if needed)</small>	
Name of Owner:	Name of additional Owner: <small>(if applicable)</small>
Mailing Address:	Mailing Address:
City: Province/State:	City: Province/State:
Postal Code:	Postal Code:
Telephone Number:	Telephone Number:
Cell Number:	Cell Number:
Email:	Email:

3. APPLICANT/OPERATOR INFORMATION <small>(if applicable, please provide information for up to two applicants if needed)</small>	
Name of Applicant/Operator:	Name of additional Applicant/Operator:
Mailing Address:	Mailing Address:
City: Province/State:	City: Province/State:
Postal Code:	Postal Code:
Telephone Number:	Telephone Number:
Cell Phone Number:	Cell Phone Number:
Email:	Email:

4. RESPONSIBLE LOCAL CONTACT PERSON <small>(person who acts as the primary contact when the owner/operator is unavailable, and can access and address issues related to the short term rental 24/7 and within one hour of contact)</small>		
Name:		
Mailing Address:		
City:	Province/State:	Postal Code:
Telephone Number:	Cell Phone Number:	Email:
<input type="checkbox"/> The individual named above as the Responsible Local Contact Person has given consent to the use of his/her information for the explained purpose and on the Town of Fort Erie's website.		

5. ADDITIONAL INFORMATION		
Are you aware of any outstanding Fire Orders?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you aware of any Property Orders?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you aware of any Building Permits?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. DOCUMENT CHECKLIST

Please attach all applicable documents with your completed application:

- Copy of transfer/deed for ownership confirmation
- Copy of a certificate of insurance to confirm coverage of rental property and an acknowledgement that the property is used as a rental property (minimum liability coverage \$2M)
- Completed Fire Safety or Fire Evacuation Plan (*Fire safety plan is required for occupant load of 11 or more occupants, Fire Evacuation Plan is required for 10 or less occupants. Please see web site for examples of each type of plan*)
- Owner Consent Form (if applicable)
- Acknowledgement by the Region of Niagara that the dwelling has a functioning septic system as of the date of the first rental application (if applicable). (Region Contact 905-980-6000 ext. 3358)
- A copy of a certificate of proof that the well water is safe to drink (if applicable).

I/We the registered owner(s)/applicant of the above mentioned property:

- Swear all of the information in the completed application for a Short-Term Rental licence is true.
- Consent to the Town posting the above noted address and licence number on the Town's Short-Term Rental website.
- Agree to notify the Town of Fort Erie, in writing of any change at the above noted Short-Term rental premises as it related to the licence or rules of the licence.
- Understand that I/we are subject to paying all fines that are incurred by the Short-Term Rental.
- Will operate the Short-Term rental in accordance with all Town By-laws and requirements of any other government agency or legislation.
- Will ensure that all garbage will be stored in garbage cans with lids.
- Have advised abutting property boundary neighbours of the operation of the Short-Term Rental at the above noted address.
- Agree to provide renters with a copy of the Town of Fort Erie's Guest Rules and a copy must remain on-site at all times.
- Agree that renters will be advised that no outside sleeping and or sleeping accommodations is permitted on the Short-Term rental premises.
- Understand that the Short-Term rental licences is not transferable.
- Understand that the issued licence must be posted in a prominent place on the Short-Term rental premises.

7. OWNER/APPLICANT DECLARATION

I/We _____ hereby apply for the following licence and declare that the information in this application is accurate and complete. I/We agree to observe and comply with all regulations pursuant to By-law No. 113-2019 and any amendments thereto, which pertain to the licence for which I/We have made an application and understand that the licence may be revoked if the short-term rental operation is not in compliance with this by-law. I/We shall be committed to cooperating with neighbours and Town staff in ensuring minimal impact on the neighbourhood as a result of the short-term rental operation.

Signature(s):		Receipt No.
Print Name(s):	Date:	Date of Receipt
FOR INTERNAL USE ONLY	Decision: <input type="checkbox"/> Approved <input type="checkbox"/> Refused (non-compliant) <input type="checkbox"/> No outstanding amount owed to Town by owner(s)	Licence Inspector Signature:

AUTHORIZATION TO ACT ON BEHALF OF THE OWNER

Must be completed if Applicant is not the registered Owner of the Short Term Rental Property

I/We, being the registered owner(s) of the lands subject of this application hereby authorize

(Name of Person)

of the Town/City of _____

(Town, City or Township)

in the Regional Municipality of _____

(Region, County or District)

to make application on my/our behalf to the Town of Fort Erie for a Short Term Rental Licence in accordance with Part IV. Licenses of the Municipal Act, 2001, as amended.

Dated at the Town/City of _____

(Town, City or Township)

in the Regional Municipality of _____

(Region, County or District)

This _____ day of _____ 20_____.

Owner signature

Witness signature

Owner signature

Witness signature

SHORT-TERM RENTAL OPERATOR INFORMATION

BUILDING AND FIRE SAFETY

As the operator of a short-term rental, it is imperative that you consider the safety of all guests by ensuring that appropriate safety measures have been established. These include:

- Providing guests with the contact information of your designated 24/7 local contact in the event of an emergency
- Posting of a Fire Evacuation Plan on the back of each bedroom door if occupant load is 10 or less, completing and making available a Fire Safety Plan in an accessible area if occupant load is 11 or more.
- The home must be equipped with working smoke alarms on each level of the home as well as outside of all sleeping areas.
- Portable fire extinguishers no smaller than size 2A10BC, mounted in an easily accessible location, on each level of the home.
- Carbon monoxide alarms are required outside of each sleeping area, if the home contains a fuel-fired appliance, an attached garage or if there is a wood-burning stove or fireplace.
- Maintaining all smoke alarms, carbon monoxide alarms and portable fire extinguishers in working order. Performing the required inspections and tests on the equipment and retaining related records.
- Ensuring that all bedroom windows are free of obstruction and that there is an escape route available in each bedroom

For further information, please consult The Ontario Fire Code O.Reg 213/07 as amended.

RECREATIONAL OPEN-AIR BURNING As the operator of a short-term rental, you must ensure that your guests conduct recreational open air burnings in a safe and considerate manner. This can be encouraged by providing guests with an existing open burning device or fire burn area to which open air burning can be confined. The dimensions of this device or area must be no larger than 2 feet (61 cm.) by 2 feet (61 cm.) by 2 feet (61 cm.) or 8 cubic feet (0.26 cubic metres) in size. Open burning devices shall be designed of a non-combustible material, adhere to the size description, and shall be installed in accordance with the Manufacturer's recommendation. To protect adjacent properties from fire hazards, open burning devices or fire burn areas should be installed in a location that provides for a minimum distance of 13 feet (4 m.) in all directions from adjacent properties, and a minimum of 10 feet (3 m.) from permanent combustible structures or objects.

Providing guests with appropriate burn materials to carry out recreational open air burns will help to increase burn safety. Appropriate burn materials include commercially produced charcoal, briquettes or clean, dry seasoned wood, but do not include painted wood, pressure treated wood or creosote treated wood. The dimensions of the wood to be burned must not exceed the dimensions of the open burning device or fire burn area, such that the wood is completely confined to described extents. Ensuring that an extinguishing agent of sufficient size and capability is made readily accessible to guests will also promote safe burning practices. Short-term rental guests should be made aware of relevant recreational open air burning regulations and the specific role that they play when conducting recreational open air burns. This role includes:

- Attending, controlling, and supervising the fire at all times, and ensuring that the fire is extinguished before vacating and;
- Conducting burns in permissive weather, where wind speeds do not exceed 20 km per hour, it is not rainy or foggy, and a smog alert has not be declared.

Should the occupant of the short-term rental fail to extinguish a recreational open air burning or a prohibited open air burning when ordered to do so by the Fire Chief, the Fire Chief may take action to have the fire extinguished. As a result, the owner of the short-term rental will be responsible for

any and all costs incurred by the Town of Fort Erie Fire Department in its efforts to extinguish the fire. Please reference Town By-Law No. 167-03.

As the operator of a short-term rental, it is imperative that you consider the safety of all guests by ensuring that appropriate safety measures have been established. These include:

PARKING It is recommended that operators of short-term rentals inform guests of permitted vehicle parking spaces. Vehicle parking shall be restricted to the property, and where permitted, on-street in spaces located adjacent to the property. Please reference Town By-Law No. 2000-89.

ADVERTISING As a short-term rental operator, you are to only advertise the operation with a valid license and post a paper copy of your license in the operation. Allow only one confirmed reservation at a time and upon advertising, state the number of parking spaces that are available to guests, representing the maximum number of vehicles permitted by paying guests.

INSURANCE It is recommended that operators and/or owners of short-term rentals disclose their operation to their respective insurance provider, in addition to ensuring that their policy is updated to include damage and/or liability insurance for the operation.

NOISE AND NUISANCE Under By-Law No. 30-09, no owner shall emit, cause or permit the emission from the owner's property of unreasonable noise or noise that is likely to disturb the inhabitants of the Town of Fort Erie. In this respect, it is important that you educate your guests about noise and nuisance regulations which include:

- Not making, causing or permitting an unreasonable noise or noise that is likely to disturb an inhabitant of the Town of Fort Erie, such as noise caused by bells, horns, sirens, radio, television, and other electronic devices, yelling, shouting, swearing, and persistently by domestic pets and;
- Not attracting and/or feeding animals domesticated or otherwise in such a way that it causes damage or otherwise creates a nuisance or disturbance to another person or another person's property.

GARBAGE AND RECYCLABLES COLLECTION As a short-term rental operator, it is your duty to inform your guests of the rental's garbage and recyclables collection date and timing, as scheduled by the Niagara Region. Guests should be educated about collectible materials and the nature of their disposal. Please reference Niagara Region's Waste Management By-Law No. 2017-56.

TENT USE Operators of short-term rentals are to inform their guests that no outside sleeping accommodation is permitted on the short-term rental property.

NOTE: Failure to comply with the provided information and by-laws could result in fines or the revocation of your license. A "Short-term Rental Guest Rules" document has been provided for your use and reference.

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Report Number: 2020-79

Date: June 22, 2020

SUBJECT: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program

1) PURPOSE

The purpose of this report is to seek Council's approval to establish a COVID-19 Property Tax, Water and Wastewater penalty and interest relief program. The intent of the program is to support residents that have been financially affected as a result of the COVID-19 pandemic.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

In Corporate Services Department Report No. 2020-50, which was endorsed by Council on March 23, 2020, relief was provided for tax, water and wastewater penalties and interest until April 30, 2020. This applied to all property owners, including water and wastewater users. This relief was subsequently extended to June 30, 2020 through the delegation of authority that provided by Council to the Mayor and CAO. This delegated authority was also recommended and subsequently endorsed in Report No. 2020-50.

3) STAFF COMMENTS AND DISCUSSIONS

Municipalities across the country introduced penalty and interest relief programs at the outset of the pandemic response as a state of emergency was being declared to support residents and property owners.

To date, the City of Port Colborne (the "City") has experienced collection rates higher than those experienced in 2019. Notably, only 2% (181 of 8,923) of all taxable properties (residential, commercial, industrial and other) have outstanding balances greater than the average residential property tax bill of \$3,339.

At the time of writing this report, the Province of Ontario as well as the City, is beginning the process of reopening. This process has identified that across the board programs were successful in their simplicity at the outset of the pandemic. As the Province of Ontario, the City and other organizations open, a more targeted and differentiated approach to modified program delivery is being employed.

This report recommends a targeted approach for interest and penalty relief on property taxes, water and wastewater billings for residential properties that the applicant identifies as their primary residence. At the time of writing this report, it is understood that other local area municipality relief programs for property tax, water and wastewater are ending between June 30, 2020 and September 30, 2020.

Staff propose that this penalty and interest relief program would be in place from July 1, 2020 until October 30, 2020 and only be made available to eligible persons in respect of eligible properties, which may be defined as follows:

Eligible Person(s) are those that meet all of the following criteria

1. The owner, spouse/partner of the owner, or tenant where the tenant can identify they are responsible for the payment of property taxes or water and wastewater billings of an eligible property that is their official primary residence;
2. Is a person who has experienced financial hardship directly related to the COVID-19 pandemic in the form of a temporary or permanent loss of employment or a decrease in income of greater than 70%.

Eligible Property is defined as

1. A taxable property that is the official primary residence of the applicant;
2. For property tax penalty and interest relief only, the property must:
 - be classified in the residential property class with or without portions also classified in the farmland or managed forest property classes;
 - have no portions of the property classified in any of the commercial, multi-residential, industrial or pipeline classes; and
3. The eligible person(s) related property tax and/or water and wastewater accounts for which they are applying for relief, were current with no amount in default as of December 31, 2019.

Application Process

1. Applications must be submitted on or before July 31, 2020. Late applications will not be accepted or considered;
2. All applications must be made on the Municipality's form and must include documentation that reasonably and sufficiently establishes that the eligible persons and eligible property requirements set out above have been met;
3. Applications will be automatically denied if false, inaccurate or insufficient information is provided in the application; and
4. The Treasurer's determinations with respect to eligibility shall be final.

As previously indicated, this program is recommended only for taxable residential properties that the applicant identifies as their primary residence. The reasoning for this is that the only mechanism in the *Municipal Act* to provide targeted penalty and interest relief on property taxes is through a municipality's general authority to make grants. Section 106 of the *Municipal Act* prohibits the making of grants or the waiving of levies or fees for any commercial or industrial enterprise. The reference to commercial or industrial enterprise should not be taken to mean commercial or industrial property classes, this is a more general reference to an entity that is operating in the business realm. Therefore, it could be a company that owns a residential home. For this reason, the program as recommended in this report requires the applicant to identify the property as their primary residence.

The City, through Economic Development, will continue to support local business in Port Colborne.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do Nothing

A do nothing scenario means penalty and interest charges on all outstanding property tax, water and wastewater balances will resume after June 30, 2020.

b) Other Options

The combination of alternative options for property owners, water and wastewater users and the related amount and timing impacting each is infinite. The penalty and interest charges relief program in place to June 30, 2020 costs approximately \$40,000 per month.

It is recommended that Council approve the recommendation in this report to provide immediate targeted relief to those residents impacted by COVID-19. Staff is prepared to activate this program upon approval.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A – Draft By-law – Tax Penalty and Interest Charges

Appendix B – Draft By-law – Water Penalty Charges

Appendix C – Draft By-law – Wastewater Penalty Charges

7) RECOMMENDATION

That Corporate Services Department Report 2020-79, COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program be received;

That the Director of Corporate Services be given delegated authority until October 30, 2020 to provide interest and penalties relief in accordance with Report 2020-79; and

That By-laws 6746/110/19, 3151/22/95, and 3424/6/97 be amended by Council and signed by the Mayor and City Clerk.

8) **SIGNATURES**

Prepared on June 12, 2020 by:

A handwritten signature in black ink, appearing to read "Bryan P.", with a large, sweeping flourish above the name.

Bryan Boles
Director Corporate Services / Treasurer

Reviewed and respectfully submitted by:

A handwritten signature in black ink, appearing to read "C. Luey", with a period at the end.

C. Scott Luey
Chief Administrative Officer

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Amend By-Law No. 6746/110/19, A By-law to Establish Penalty Charges and Interest Charges on Payments Due to the Municipality for 2020

Whereas at its meeting of March 23, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-50, Subject: Emergency COVID-19 Preparedness; and

Whereas by delegated authority on April 28, 2020, Council extended the exemption date for non-payment penalties and interest to June 30, 2020 in order to provide relief; and

Whereas Council is desirous of repealing By-law No. 6778/28/20; and

Whereas at its Meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report 2020-79, Subject: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program; and

Whereas Council is desirous of amending 6746/110/19, A By-law to Establish Penalty Charges and Interest Charges on Payments Due to the Municipality for 2020;

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

1. That By-law No. 6778/28/20 be hereby repealed;
2. That 6746/110/19, A By-law to Establish Penalty Charges and Interest Charges on Payments Due to the Municipality for 2020, be amended to by adding the following subsection:

"1.1 The Director of Corporate Services shall have Delegated Authority to waive non-payment penalties on residential properties until October 30, 2020;"
3. That 6746/110/19, A By-law to Establish Penalty Charges and Interest Charges on Payments Due to the Municipality for 2020, be further amended to by adding the following subsection:

"2.1 The Director of Corporate Services shall have Delegated Authority to waive non-payment interest on residential properties until October 30, 2020;"
4. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Amend By-Law No. 3151/22/95, as Amended, A By-law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates

Whereas at its Meeting of March 23, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-50, Subject: Emergency COVID-19 Preparedness; and

Whereas by delegated authority on April 28, 2020, Council extended the exemption date for non-payment penalty fees to June 30, 2020 in order to provide relief; and

Whereas at its Meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report 2020-79, Subject: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program; and

Whereas Council is desirous of amending By-law No. 3151/22/95, as amended, Being a By-law for the Imposition and Collection of Water Rates.

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

1. That By-law No. 3151/22/95, as amended, Being a By-law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates, be further amended by replacing Schedule "A" thereto with Schedule "A" hereto.
2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

**Schedule "A" to By-law No. _____
and By-law No. 3151/22/95, As Amended**

Water Rates

1. Metered Consumption Rates

Residential, Institutional/Commercial/Industrial (ICI) consumption is subject to a metered rate of \$1.365/cubic meter per billing period. No minimum charge per billing period.

2. Bulk Water Sales Rates

The metered rate for bulk water sales is \$1.365/cubic meter per billing period.

The service charge is based on a 75 mm (3") meter regardless of the actual meter used and is \$4,345.11 per annum or \$362.09 per month.

3. Fixed Rate (Service Charge)

All users are subject to a fixed rate based on meter size. The residential service charge is \$395.01 per annum or \$32.92 per month for a 15mm (5/8") and 19 mm (3/4") meter. The ICI fixed rate is \$395.01 per annum or \$32.92 per month for a 15 mm (5/8") and 19 mm (3/4") meter.

For other size meters, the fixed rate will be based on the following meter factors:

<u>Meter Size</u>	<u>Service Charge Meter Factor</u>
25 mm (1")	1.4
38 mm (1 1/2")	1.8
50 mm (2")	2.9
75 mm (3")	11.0
100 mm (4")	14.0
150 mm (6")	21.0
200 mm (8")	29.0
250 mm (10")	40.0

All vacant land directly abutting the water/sewer distribution system will be charged the annual fixed rate as per the rate set out in the Sewer Rate By-law, as amended.

4. Flat Rate (Residential)

Rate of \$413.00 per billing period (average user) where an accurate meter reading cannot be recorded for the following:

- where service connection has been turned on at the property line but where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and/or providing access to read a water meter or reading device;
- refusing to remove any obstructions to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter readings;

- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (Commercial)

Rate to be calculated based on the following, where an accurate meter reading cannot be recorded for the same reasons as above for Residential:

2x the current fixed rate per Section 3, PLUS 2x the monthly average of the previous 12 months' consumption history (monthly billings)

OR

2x the current fixed rate per Section 3, PLUS 2x the quarterly average of the previous 3 years of the same billing cycle consumption history (quarterly billings)

5. Water for Construction Rates

Flat Rate:

Residential	\$209.00
Commercial	\$351.00
Industrial	\$351.00
Institutional	\$351.00

Upon final inspection, rates to be charged at the current consumption rates.

6. Administration Charge

- issuing of water shut off tags shall be charged to the property owner at a fee of \$45.00;
- water account inquiries will be provided at a fee of \$7.00;
- Reading of analog meter due to refusal to upgrade to RF meters will be provided at a fee of \$45.00 per scheduled reading dates;
- Customer request to change out from an RF meter to an analog meter will be at the customer's expense to cover the actual cost of the new analog meter plus removal and installation costs.

7. Late Payment Fee

A two and one half (2 ½%) percent late payment fee is charged on the first day of default to all users. This is a one-time charge on the amount billed and outstanding past the due date. Water payments must be received at the Municipal Office City Hall on or before the due date.

The Director of Corporate Services shall have Delegated Authority to waive penalty fees on residential properties until October 30, 2020.

8. On and Off Charges

A single charge for turn off/on will be levied if performed on the same calendar day during regular hours.

A single charge at the after-hours/weekend rate will be levied if the turn off/on is performed within a 4 hour (maximum) period.

9. **Meter Testing**

All meter testing will require a minimum deposit of \$50.00 and will be billed at actual cost. The minimum deposit will be applied to the bill. If the meter is found to be inaccurate, creating an over billing, the deposit will be refunded.

10. **New Water Meter and Remote Reader**

5/8" X 3/4" meter complete	actual cost
3/4" meter complete	actual cost
1" meter complete	actual cost
1 1/2" meter complete	actual cost
2" meter complete and larger	actual cost

11. **Permits**

A fee for new water service installation will be charged based on the current annual Public Works Services Schedule of Rates and Fees, to be collected on the building permit.

12. **Billing Cycle**

All users with meters greater than 50 mm (2") to be billed monthly. This includes bulk water and large users. All other users to be billed quarterly, meters being read and billed between three defined areas designated by the Corporation.

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Amend By-law No. 3424/6/97, As Amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates

Whereas at its Meeting of March 23, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-50, Subject: Emergency COVID-19 Preparedness; and

Whereas by delegated authority on April 28, 2020, Council extended the exemption date for non-payment penalty fees to June 30, 2020 in order to provide relief; and

Whereas at its Meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report 2020-79, Subject: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program; and

Whereas Council is desirous of amending By-law No. 3424/6/97, as amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates;

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

1. That By-law No. 3424/6/97, as amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates, be further amended by replacing Schedule "A" thereto with Schedule "A" hereto.
2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C Steele
Mayor

Amber LaPointe
City Clerk

Schedule "A" to By-law No. _____
and By-law No. 3424/6/97, As Amended

Rates for Wastewater (Sanitary Sewer) System

(1) **Metered Rates**

- (a) The Wastewater (Sewage Service) Usage Rate is subject to a metered rate of \$1.382 per cubic meter per billing period. No minimum usage charge per billing period. All sectors shall be billed at 100% of water consumed unless otherwise detailed within the by-law.
- (b) Negotiated industrial customers are subject to a metered rate of \$1.382 per cubic meter per billing period.

(2) **Wastewater Fixed Rates (Service Charge)**

- (a) All users are subject to a fixed rate based on meter size. The fixed rate is \$535.64 per annum for a 15 mm (5/8") and 19 mm (3/4") meter.
- (b) For all other meter sizes, the fixed rate will be multiplied by the following factors:

<u>Meter Size</u>	<u>Meter Factor</u>
25 mm (1")	1.4
38 mm (1 1/2")	1.8
50 mm (2")	2.9
75 mm (3")	11.0
100 mm (4")	14.0
150 mm (6")	21.0
200 mm (8")	29.0
250 mm (10")	40.0

All vacant land directly abutting the sanitary sewer system will be charged the annual fixed rate of \$535.64, to be billed through the property tax billing.

(3) **Flat Rate (Residential)**

Rate of \$418.00 per billing period (Average User) where water service is active and connected to the system but the following circumstances do not permit a water meter reading:

- where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and/or providing access to read a water meter or reading device;
- refusing to remove any obstructions to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter readings;
- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (Commercial)

Rate to be calculated based on the following, where an accurate meter reading cannot be recorded for the same reasons as above for Residential:

2x the current fixed rate per Section 3, PLUS 2x the monthly average of the

previous 12 months' consumption history (monthly billings);

OR

2x the current fixed rate per Section 3, PLUS 2x the quarterly average of the previous three (3) years of the same billing cycle consumption history (quarterly billings).

(4) **Late Payment Fee**

A two and one half (2 ½%) late payment fee is charged on the first day of default to all users. This is a one-time charge on the amount billed and outstanding past the due date. Sewer payments must be received at the Municipal Office on or before the due date.

The Director of Corporate Services shall have Delegated Authority to waive penalty fees on residential properties until October 30, 2020.

(5) **Billing Cycle**

- (a) All large users with water meters greater than 50 mm (2") are to be billed monthly.
- (b) All other users are to be billed quarterly, meters being read and billed between three (3) defined areas designated by the Corporation.
- (c) Vacant land properties will be billed annually. Seasonal properties will be billed annually.

(6) **Exemptions from Billing for Sanitary Sewer Costs**

- (a) Bulk water haulers accessing City bulk water facilities.
- (b) Port Colborne Poultry Limited.
- (c) Any property that does not directly abut any part of the sanitary sewer system.
- (d) Any other property that is covered by a separate by-law enacted by Council.



Report Number: 2020-82

Date: June 22, 2020

Subject: COVID-19 Update #3

1) PURPOSE:

This CAO generated report is provided as a follow up to the COVID-19 pandemic update that was provided to City Council on May 25, 2020.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

The City's Emergency Operations Centre (EOC) was activated in response to the COVID-19 pandemic on March 13, 2020 by bringing together the City's Emergency Control Group (ECG). Since that date, the City's senior management and a partial activation of the EOC have continued to plan the City's response to the pandemic. The COVID-19 pandemic continues to affect the nation and the City continues to prepare, respond, and plan recovery from the impacts to the municipality of the pandemic. As described in a previous staff report, the City's response is based on four principles:

- Maintaining essential City services to the community throughout the emergency;
- Continuing to ensure the safety and security of the public and City staff;
- Ensuring the organization remains financially stable throughout COVID-19; and
- Continuing to remain consistent in the City's actions with the actions of other agencies.

In order to respond appropriately to the impacts of the pandemic and adhere to these principles, the City's response has been divided into three phases:

- First phase – initial response and precautions for users and staff
- Second phase – maintaining essential services
- Third phase – recovery and reopening

Currently, the City has entered the third phase, recovery and reopening. Staff continue to maintain essential services but the City has begun the methodical reopening of City facilities, programs, and services according to plans that have been prepared by management and approved by the ECG.

3) STAFF COMMENTS AND DISCUSSIONS

The City continues to maintain essential services during the COVID-19 pandemic. The precautions in place to protect the community and staff have been described in Chief Administrative Officer Report No. 2020-56, Subject: COVID 19 Update. These

precautions remain in place and are actively being monitored, evaluated, and adjusted as needed. City management is content with the precautions in place and, based on feedback from staff and union officials, City staff are also content with the current working conditions.

With these precautions in place, management and the ECG are actively working on developing, implementing, and monitoring recovery plans for the City.

Recovery

The following facilities will open in the weeks to come. The respective Department Directors have submitted opening plans to the ECG for review and approval. The City's Health & Safety Coordinator has also been instrumental in approving and implementing safety precautions and policies that will regulate the work environment once each has reopened. It is important to note that some staff will continue to work off-site and/or alternate working off-site and on-site with coworkers to limit the number of people that are in City facilities at the same time to maintain physical distance when possible.

City Hall

City Hall has been closed to the public since March 13, 2020. The City is an essential workplace and staff have still been working both at City Hall and remotely in order to ensure physical distance between employees. Currently, management intends to reopen City Hall to the public on an appointment only basis on Monday, July 6. This will allow the public to access City Hall for tasks including marriage licences, building permits, planning applications, meetings with staff and the Mayor, and job interviews. Once the Province makes further increases to the amount of people that are permitted to gather together in a single location, City Hall will be fully opened. Management is considering opening for limited hours at the outset, then full days after a period of time.

Committees of Council

Staff envision continuing with virtual Council Meetings until such time as the Province increases the amount of people that can gather in groups to twenty-five or more. When gatherings of this size are permitted, staff envision the ability to resume Council Meetings in the Council Chambers with precautions for physical distance in place. At the same time, the Clerk's Department intends to resume meetings of Council Advisory Committees.

Marina

As Council is aware, the Marina and Boat Ramp opened at the end of May. The marina is open on a partial occupancy basis with many precautions in place to protect staff and the public.

Nickel Beach

Due to the pandemic, the opening of Nickel Beach has been delayed until precautions could be put in place to ensure the safety of beach patrons. On June 15, 2020, the Province announced that Niagara would be entering Phase 2 of the Ontario's re-opening strategy.

On this basis, staff have presented a plan to the EOC to open Nickel Beach on June 26, 2020. Staff have recommended a series of precautions that will protect beach patrons and the staff working at the beach. There will be limits on the number of cars that are permitted to access the beach in order to facilitate physical distance.

Cedar Bay Beach

As in the case of Nickel Beach, the opening of Cedar Bay Beach was also delayed due to the ongoing pandemic. Now that Port Colborne has entered Phase 2 of the provincial recovery, staff have planned to open Cedar Bay Beach as of June 19, 2020. This beach is not staffed and the public is reminded to practice physical separation at the beach and Centennial Park.

The tennis courts at Centennial Park are also open for use, however the playground equipment remains closed.

Public Washrooms

The City offers public restroom facilities at the Harbourmaster Building on West Street, H.H. Knoll Lakeview Park, Centennial Park/Cedar Bay Beach, and Lock 8 Park. The opening of these facilities was delayed by the pandemic. Staff are aware that as the City progresses towards full recovery there is an increasing demand to reopen these facilities for public use, however, as part of the hiring freeze implemented to ameliorate the financial impact of the pandemic limited staff resources existed to adequately maintain the washrooms.

Staff have revisited the hiring freeze and based on the financial report attached to this report, have determined that it is financially viable to recruit the staff group (Lakeview Crew) and students necessary to reopen these washrooms. With this in mind, the City will open the washrooms during the week of June 15 with the exception of Lock 8 Park which is the subject of a building repair by an outside contractor. The Lock 8 Park washroom will open once the repair is complete.

H.H. Knoll Discovery Spraypad

The Province's announcement that Niagara will be entering Phase 2 permits the City to open the spraypad as early as June 19. Staff have prepared the spraypad for opening, however there is a compulsory water quality test that is required prior to public use by Niagara Region Public Health. The test has been requested but staff await a scheduled

date from the Region. Staff will open the spraypad upon receiving satisfactory results of the test.

Port Colborne Farmers' Market

The City's Farmers' Market has been closed since March 20, 2020 due to the pandemic. Staff have been actively working with Niagara Region Public Health on adequate precautions to protect market patrons, market vendors, and staff upon reopening the market. Staff have presented a reopening plan to the ECG with precautions in place to open safely before the end of June 2020. Based on these plans, the Farmers' Market will reopen on June 26, 2020.

Transit - Community Bus

The Port Colborne Community Bus service provided by Welland Transit was suspended as of April 9, 2020 due to the pandemic. At the time the service was suspended there were less than thirty riders per day and some of those riders were taking free trips due to the pandemic. The City pays Welland Transit approximately \$1,000 per day for the service and the suspension of service contributed a savings to the City. Now that the Region is entering Phase 2 of reopening, Welland Transit is considering increasing the level of service provided in Welland and is offering to resume Port Colborne's Community Bus effective on June 29, 2020.

Staff recommend that the Chief Administrative Officer be directed by Council to arrange for the resumption of the Port Colborne Community Bus effective on June 29, 2020.

Hiring Freeze

In order to address the financial impact of the pandemic caused by increased expenditures and reduced user fee collections, management implemented a hiring freeze effective March 13, 2020. This hiring freeze provided savings amounting to approximately \$700,000. The hiring freeze also impacted staff's ability to maintain a normal level of service in the City's indoor and outdoor facilities. As more of the City's public facilities and outdoor spaces open, it is necessary to increase the staff complement in order to provide the level of service and quality of appearance that Council and the public expect.

On June 15, 2020, approximately half of the City's student employees and all but 2 of the Parks' temporary employees returned to work. The City will continue to replace vacant positions that were the result of the hiring freeze on a priority basis.

Public Library

In addition to these facilities, staff can advise that the Port Colborne Public Library Board has approved a plan in which the Library has opened for 'curb-side pickup' of library materials and staff and the Board continue to monitor the operating environment to determine an appropriate time to re-open the Library to the public.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

Through the introduction of a hiring freeze, reductions in purchases due to lower activity in certain facilities and mitigation efforts, Staff forecast a balanced levy budget in 2020 despite the negative financial impacts of COVID-19. Appendix A identifies the process and some of the assumptions and risks to this forecast.

a) Do nothing.

Council could choose to receive this report for information and direct staff to continue the suspension of the Port Colborne Community Bus until a future date. This would provide a financial savings of approximately \$1,000 per day. (Not recommended)

b) Other Options

Not applicable.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not Applicable.

6) ATTACHMENTS

Appendix A – COVID-19 Financial Impacts and Year End Forecast

7) RECOMMENDATION

That Chief Administrative Officer Report No. 2020-82, Subject: COVID-19 Update #3, be received for information; and

That the Chief Administrative Officer be directed to arrange for the Port Colborne Community Bus to resume service on June 29, 2020 on a reduced schedule.

8) SIGNATURES

Prepared on June 15, 2020 and respectfully submitted by:



C. Scott Luey

Chief Administrative Officer

COVID-19 Financial Impacts and Year End Forecast

Summary

Through the introduction of a hiring freeze, reductions in purchases due to lower activity in certain facilities and mitigation efforts, Staff forecast a balanced levy budget in 2020 despite the negative financial impacts of COVID-19.

Future Orientated Information

In preparing this report, certain assumptions and estimates were necessary. They are based on information available to staff at the time of preparing the forecast. Users of this report are cautioned that actual results will vary as more information becomes available.

Forecasting Methodology

Corporate Services engaged with senior leadership in a line by line exercise through their operating budgets. For the purposes of this forecast material adjustments were identified and brought forward to the consolidated forecast. In some cases this was the sum of many small adjustments. This effort was balanced with known and/or identified potential risks moving forward. Examples include overtime for certain employees and contingencies for additional cleaning and attendant support as we reopen certain buildings.

Key assumptions include the Marina continuing to open as planned, Nickel Beach opening towards the end of June, the Vale Health and Wellness Centre opening before the fall and the hiring freeze ending as we approach the fall.

Corporate Services would like to thank the senior leadership team from across the City for their engagement in this forecasting process.

At the time of writing this report Corporate Services is reviewing the Water, Wastewater and Capital budgets with appropriate staff. An update on these budgets will accompany the July report. Users of these financial reports can expect to see certain capital projects being deferred and/or extended into 2021 as a result of the availability of resources both internally and contracted services.

Risks to the Forecast

Some risks to the forecast include but are not limited to:

- A second wave of COVID-19 causing certain operations to close after opening;
- Forecasted usage of significant community assets like the Marina, Nickel Beach or Vale Health and Wellness Centre being different than anticipated;
- Additional regulations brought forward by various regulatory bodies;

- Impact of capacity and time constraints not fully appreciated by forecasting departments; and
- Changes to grant funding requirements, either new or curtailments.

Levy Budget Forecast

A summary of the estimated financial impact from COVID-19 and the City's response to date is as follows:

	Levy Budget 2020	COVID - 19 Impact	Levy Budget Forecast	Drivers
Revenue				
Property taxes	\$ 19,362,634	\$ -	\$ 19,362,634	
User charges	\$ 4,686,125	-\$ 1,200,000	\$ 3,486,125	Social distancing and closure measures primarily at the Vale Health and Wellenss Centre, Nickel Beach and the Marina
Government grants	\$ 3,093,733	\$ -	\$ 3,093,733	
Other revenue	\$ 782,905	-\$ 200,000	\$ 582,905	Penalty and interest relief measures for impacted taxpayers - this includes proposed extension for residence till October 30, 2020
	\$ 27,925,397	-\$ 1,400,000	\$ 26,525,397	
Expenses				
Personnel costs	\$ 14,240,918	-\$ 700,000	\$ 13,540,918	Hiring freeze with offsets coming from increased overtime (approximately \$100,000). Mitigation efforts across departments, including reduced cost of sales at certain facilities with offsets in higher technology and protective equipment spend (approximately \$200,000).
Materials	\$ 3,393,370	-\$ 410,000	\$ 2,983,370	
Contracted Services	\$ 3,769,511	-\$ 200,000	\$ 3,569,511	Mitigation efforts and project deferrals from across departments
Debenture payments	\$ 1,953,124	\$ -	\$ 1,953,124	
Utilities	\$ 1,530,642	-\$ 90,000	\$ 1,440,642	Primarily the result of utility savings from the Vale Health and Wellness Centre
Insurance	\$ 589,421	\$ -	\$ 589,421	
	\$ 25,476,986	-\$ 1,400,000	\$ 24,076,986	
Transfer to capital and/or reserves	\$ 2,448,411	\$ -	\$ 2,448,411	
Check	\$ 27,925,397	-\$ 1,400,000	\$ 26,525,397	
Surplus / (Deficit)	\$ -	\$ -	\$ -	

Balance Sheet and Cashflow Considerations

At the present time, the City's balance sheet and cash flow remains sufficient to support operations and capital planning.

Report Number: 2020-83

Date: June 22, 2020

SUBJECT: Procedural By-law Amendment: Electronic Participation in Closed Sessions of Council

1) PURPOSE

The purpose of this report is to amend the procedural by-law to allow for electronic participation in closed meetings of Council.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

On March 23 Council approved an amendment to the Procedural By-law to permit electronic participation during Council meetings in accordance with Section 238(3.1) of the Municipal Act. At the end of March, the Province passed Bill 187 amending the Municipal Act to allow for voting by electronic participation as well as electronic participation in closed sessions of Council due to the COVID-19 pandemic. The current Procedural By-law amendment accounts for the voting provision and Council has successfully conducted effective electronic meetings since Bill 187 was passed. The Procedural By-law amendment does not capture electronic participation in closed meetings of Council.

3) STAFF COMMENTS AND DISCUSSIONS

Council has refrained from conducting a closed session meeting of Council since the beginning of the pandemic at the recommendation of staff. Staff expressed security and transparency risks and encouraged Council to refrain from conducting a meeting of this type unless necessary. Council has been receiving confidential documents through the Council process and has been able to progress with required business decisions.

Staff understand that the current process is not sustainable in the long-term and that Council will need to enter into a closed session of Council at some point. Therefore, staff are recommending the amendment of the Procedural By-law in preparation for the meeting.

Staff will put processes in place, similar to those procedures established for electronic Council meetings, to increase security, coordination, and transparency.

The amendment adds to the previously approved changes allowing Council members the ability to participate electronically only in extraordinary circumstances. The recommended amendment would permit electronic participation only in situations such as the COVID-19 pandemic. Staff recommend that Council limit the number of closed session meetings to only those necessary and reconvene in person once permitted by the Provincial Government.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

There are no financial considerations as electronic software has previously been

purchased to conduct electronic Council meetings.

a) Do Nothing

If Council does not approve the recommendation Council will not be permitted to use electronic participation to conduct a closed session of Council.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

Appendix A – Draft By-law – Amending Procedural By-law

7) RECOMMENDATION

That Corporate Services Department Report 2020-83, Procedural By-law Amendment: Electronic Participation in Closed Sessions of Council be received; and

That the Procedural By-law be amended to allow electronic participation of Council members in closed sessions of Council; and

That the necessary by-law be approved by Council and signed by the Mayor and City Clerk.

8) SIGNATURES

Prepared on June 16, 2020 by:



Amber LaPointe
Manager of Legislative Services/
City Clerk

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 Amend By-law No. 6250/76/15, Being a By-law to Govern the Proceedings of Council and Committee Meetings

Whereas the Council of The Corporation of the City of Port Colborne enacted By-law 6250/76/15, Being A By-law to Govern the Proceedings of Council and Committee Meetings, on June 22, 2015; and

Whereas By-law 6250/76/15 has been amended from time to time; and

Whereas at its meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-83, Subject: Procedural By-law Amendment: Electronic Participation in Closed Sessions of Council; and

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

1. That By-law No. 6250/75/15, be amended by striking out section 7.4 (b) and adding thereto the following:

"7.4 Electronic Participation

- (b) Shall only be permitted at Committee of the Whole meetings, any special, emergency or regular Council meetings, and closed sessions of Council;"

2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

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Report Number: 2020-81

Date: June 16, 2020

SUBJECT: Concrete Resurfacing - Vale Health and Wellness Centre Capital Improvement

1) PURPOSE:

This report, prepared at the direction of the Chief Administrative Officer and Mayor, is jointly presented by the Parks and Recreation Division and Facility Maintenance Division, and seeks approval to proceed with expediting the concrete floor resurfacing project at the Vale Health and Wellness Centre.

2) HISTORY, BACKGROUND, COUNCIL POLICY, PRACTICES

Since the time the Vale Health and Wellness Centre (“VHWC”) was constructed, concrete flooring throughout the facility has deteriorated and become pitted, stained and worn. The original sealing applied to the flooring at the time of construction has not held up to its original standard.

Concrete floor resurfacing was originally identified as a necessary capital improvement to the facility in 2019. At that time, a budget request was submitted to Council which identified the floor sealing was stained and deteriorating, and required the application of a more tolerate surface coverage (concrete sealer) at an estimated cost of \$33,000. However, Council deferred approval of the budget request of \$33,000 and the amount was identified to be funded from reserves in 2020.

3) STAFF COMMENTS AND DISCUSSIONS

Since the time the project was identified for completion, it has been determined that many of the common areas throughout the facility require the same repair. On that basis, and due to lack of staff and the difficulty in obtaining quotes from expert vendors, staff prepared a 2020 budget request to complete the necessary work in Rink 2 (at an estimated cost of \$29,131) common areas (at an estimated cost of \$9,616). This first phase of the project was originally intended to be completed in 2020, with an additional budget request planned for submission in 2021 to complete the work in Rink 1 (at an estimated cost of \$77,779). In order to prepare the budget request, staff contacted three suppliers but received only one quote in response. However, these updated budget requests were not presented to Council in 2020, due to the disruption of the typical budget process as a result of the pandemic. At this time, staff are currently seeking updated quotes from three companies.

The scope of work for the project includes cleaning and preparation of the entire floor area to receive Epoxal coating (dustless diamond grinding) for walkways and seating areas (cracks, divots, holes and saw cuts to be filled).

Due to COVID-19, and in accordance with provincial orders, the VHWC has been closed to the public since March 2020. During the closure, staff have been able to accelerate other cleaning, repairs and maintenance projects at the facility. In accordance with those efforts, and recognizing the concrete resurfacing project would require a significant period of shut down of the facility to facilitate the work (during a typical operating year), staff have brought this report forward to recommend proceeding with the project while the facility remains closed (to minimize service disruption when the facility reopens). At this time, the exact timing of reopening is unknown, pending a provincial reopening announcement, which may come in the near future. For this reason, staff recommend utilizing this period of shut down to proceed with this project as soon as possible.

Staff Comments:

The following comments have been received from the Corporate Services Department (Finance):

Purchasing:

Recognizing the Vale Health and Wellness Centre has been temporarily closed to support social distancing this maintenance opportunity has arisen. As noted above, staff are currently seeking updated quotes from three companies. It may be that only one or even none of the companies are available to proceed with this work. Staff recommend that the Chief Administrative Officer, Director of Engineering and Operations and Treasurer be authorized to award the project with a budget upset limit of \$119,000.

Funding:

The estimated cost of this project was previously quoted at \$116,526.73, inclusive of Harmonized Sales Tax. Staff recommend this project be funded through the postponement of other Parks and Recreation Division capital projects previously approved for 2020 but delayed as a result of COVID-19 and its impact with respect to timing and staffing. These projects will be reconsidered during the 2021 capital budget process.

The list of projects is identified as follows:

West Street Electrical Infrastructure for Canal Days	\$5,000
VHWC – Landscape Improvements	20,000
VHWC – Berm Headwall Housing Opening Stone	20,000
H.H. Knoll Park – Enhancement to Flower Carpet Bed	4,500
H.H. Knoll Park – Landscaping Projects	3,500
Kinnear Park – Replacement Asphalt Walkway	20,586
Parks – Replace 500 feet of panel fence	4,500
Contribution to Nickel Beach Capital Reserve	25,000
Total	\$98,586

While this recommendation may not be ideal as it substitutes certain projects for another project, it does balance funding availability with current resource levels and strategically addresses needed repairs at the Vale Health and Wellness Centre when utilization of the facility is otherwise is limited.

Staff recommend the project be funded through the postponement of the projects outlined above (totalling \$98,586), with the remaining funds allocated from the \$33,000 previously

allocated to capital reserves. Any remaining funds would be maintained in the capital reserve.

For the reasons outlined above, staff are seeking Council approval to expedite the concrete resurfacing project and proceed as noted in this report. In the event no company can meet the timeline and approved dollar figure, Staff confirm the projects listed above will remain funded as previously approved.

4) OPTIONS AND FINANCIAL CONSIDERATIONS:

a) Do nothing

Council may choose to receive this report for information purposes. Receiving this report for information purposes will direct staff to take no further action at this time. For the reasons outlined above, this option is not recommended.

b) Other Options

Council may provide alternative direction. This option is not recommended for the reasons outlined above.

5) COMPLIANCE WITH STRATEGIC PLAN INITIATIVES

Not applicable.

6) ATTACHMENTS

None.

7) RECOMMENDATION

That the Parks and Recreation Division and Facility Maintenance Division be authorized to proceed with the concrete floor resurfacing in common areas, and in Rinks 1 and 2 at the Vale Health and Wellness Centre, as outlined in Community and Economic Development, Parks and Recreation Division Report 2020-81;

That the project be funded through the postponement of other Parks and Recreation Division capital projects previously approved for 2020 but put on hold as a result of COVID-19 (totalling \$98,586), with the remaining funds allocated from capital reserve;

That in the event no company can meet the timeline and approved dollar figure Staff identify the projects listed for postponement will remain funded as previously approved;

That the Chief Administrative Officer, Director of Engineering and Operations and Treasurer be authorized to award the project with a budget upset limit of \$119,000.

8) SIGNATURES

Prepared on June 16, 2020 by:



Ashley Grigg
Director of Community and
Economic Development

Reviewed by:



Chris Lee
Director of Engineering and Operations

Reviewed by:



Bryan Boles
Director of Corporate Services

Reviewed and respectfully submitted by:



C. Scott Luey
Chief Administrative Officer

JUN 15 2020

CORPORATE SERVICES
DEPARTMENT

From: "Julia.Baldesarra@hydroone.com" <Julia.Baldesarra@HydroOne.com>
Date: June 15, 2020 at 4:22:04 PM EDT
To: mayor@portcolborne.ca
Cc: mayoradmin@portcolborne.ca
Subject: Hydro One: C1P Refurbishment Completion

Good afternoon Mayor Steele,

I wanted to share the good news that the project to energize a second source of power to customers of Canadian Niagara Power has been completed.

We are very pleased that Hydro One can provide a permanent second source of power to the Port Colborne Station well in advance of the full station rebuild, and enable a reduction in the duration of power interruptions in the case that an outage impacts Hydro One equipment.

In regards to our station rebuild project, we have completed our Class Environmental Assessment and currently in the planning phase of the project. In the upcoming days, I will be back in touch with information regarding early site preparation work that is required.

Please let me know if you have any questions.

Regards,
Julia

Julia Baldesarra
Community Relations Consultant

Hydro One Networks Inc.
483 Bay Street | Toronto, ON | M5G 2P5
Tel: [416-345-5130](tel:416-345-5130)
Cell: [416-553-6495](tel:416-553-6495)
Email: Julia.Baldesarra@HydroOne.com

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The Corporation of the City of Port Colborne

By-Law no. 6790/40/20

Being a by-law to amend the assessment schedule, to levy the actual costs incurred, for the maintenance of drainage works known as the Beaver Dam Municipal Drain

Whereas By-law 3487/68/97, Being a By-law to Provide for Drainage Works in the City of Port Colborne in the Regional Municipality of Niagara Beaver Dam Municipal Drain, was enacted the 26th day of January, 1998, and provided for the construction of the Beaver Dam Municipal Drain based on the estimates contained in the drainage report dated October 17, 1997, as submitted by John Kuntze P. Eng from the firm K. Smart Associates; and

Whereas Section 74, Chapter D.17 of the *Drainage Act, R.S.O. 1990* (the Act) compels each municipality to maintain that portion of a drainage works within its limits; and

Whereas Section 61(1) of the Act authorizes a municipality, upon the completion of the maintenance of the drainage works, to levy the final cost thereof to the lands and roads liable, as stated in the Engineer's Report, so as to recover the cost of said maintenance; and

Whereas in compliance with such duty, the municipality has from time to time carried out maintenance of said drainage works as per the design of the Engineer's Report, and the total actual cost incurred was \$63,569.65.

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

1. That the cost of the Beaver Dam Municipal Drain as provided for in By-law 3487/68/97, as amended, be levied against the lands and roads as set out in the assessment schedule in the Engineer's Report dated October 17, 1997, as amended, pro rata and as listed in the actual assessment column, more particularly shown on Schedule A appended hereto, to be levied and collected in the same manner as taxes.
2. That the last date for making a commuted payment in cash shall be the 2nd of September, 2020.
3. That the payments that have not been received by this date will be added to the final tax bill of this year and accrue interest of 1.5%.
4. That By-law 3487/68/97 is hereby amended by replacing the assessment schedule with Schedule A appended hereto.
5. That this by-law shall come into force and take effect on the day of its passing.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

BEAVERDAM DRAIN 2010-2018 MAINTENANCE

COSTS FROM GL ACCOUNT No. 3-560-33239, 3-560-33216,
3-560-33239 and 3-560-33247

IN ACCORDANCE WITH BY-LAW No. 3487/68/97

OWNER	LOT No.	ROLL NUMBER	TOTAL AMOUNT TO BE BILLED		
			CURRENT COST	OMAF GRANT	NET COST
	Pt 12	040 00225700	\$8.99	\$0.00	\$8.99
	Pt 10	040 00246300	\$47.55	\$15.84	\$31.71
	Pt 9	040 00246400	\$12.48	\$0.00	\$12.48
	Pt 9	040 00246500	\$23.40	\$0.00	\$23.40
	Pts 10&11	040 00246900	\$837.34	\$224.82	\$612.52
	Pt 10	040 00246901	\$137.76	\$0.00	\$137.76
	Pt 10	040 00247000	\$6.80	\$0.00	\$6.80
	Pt 10	040 00247102	\$27.16	\$0.00	\$27.16
	Pt 11	040 00248800	\$40.74	\$0.00	\$40.74
	Pts 10&11	040 00248825	\$231.20	\$60.99	\$170.21
	Pt 12	040 00248900	\$33.52	\$0.00	\$33.52
	Pt 12	040 00249000	\$652.32	\$58.65	\$593.67
	Pt 12	040 00249100	\$546.53	\$182.18	\$364.35
	Pts 11&12	040 00249101	\$989.70	\$329.90	\$659.80
	Pt 12	040 00249102	\$55.01	\$0.00	\$55.01
	Pt 13	040 00249700	\$45.98	\$0.00	\$45.98
	Pt 13	040 00249900	\$4.57	\$0.00	\$4.57
	Pt 13	040 00250000	\$1,199.70	\$399.89	\$799.81
	Pt 13	040 00250025	\$27.87	\$0.00	\$27.87
	Pt 13	040 00250050	\$30.50	\$0.00	\$30.50
	Pt 13	040 00250100	\$33.95	\$0.00	\$33.95
	Pt 13	040 00250102	\$21.05	\$0.00	\$21.05
	Pt 13	040 00250200	\$33.52	\$0.00	\$33.52
	Pt 13	040 00250300	\$21.05	\$0.00	\$21.05
	Pt 13	040 00250400	\$33.95	\$0.00	\$33.95
	Pt 13	040 00250500	\$58.50	\$0.00	\$58.50
	Pt 13	040 00250600	\$685.15	\$61.60	\$623.55
	Pt 14	040 00250600	\$495.54	\$44.55	\$450.99
	Pt 14	040 00250700	\$58.92	\$0.00	\$58.92
	Pt 14	040 00250701	\$137.76	\$5.00	\$132.76
	Pt 14	040 00250900	\$309.10	\$48.63	\$260.47
	Pt 14	040 00251000	\$137.76	\$0.00	\$137.76
	Pt 14	040 00251001	\$218.61	\$0.00	\$218.61
	Pt 14	040 00251002	\$211.80	\$0.00	\$211.80
	Pt 14	040 00251005	\$67.49	\$0.00	\$67.49
	Pt 14	040 00251010	\$90.09	\$0.00	\$90.09
	Pt 14	040 00251100	\$27.16	\$0.00	\$27.16
	Pt 14	040 00251200	\$44.91	\$0.00	\$44.91

Pt 14	040	00251300	\$37.43	\$0.00	\$37.43
Pt 14	040	00251400	\$55.43	\$0.00	\$55.43
Pt 14	040	00251800	\$13.59	\$0.00	\$13.59
Pt 14	040	00251900	\$55.01	\$0.00	\$55.01
Pt 14	040	00252000	\$55.01	\$0.00	\$55.01
Pt 14	040	00252001	\$28.29	\$0.00	\$28.29
Pt 14	040	00252100	\$659.09	\$219.70	\$439.39
Pts 13&14	040	00252200	\$892.41	\$297.47	\$594.94
Pt 14	040	00252300	\$27.87	\$0.00	\$27.87
Pt 14	040	00252400	\$5.69	\$0.00	\$5.69
Pt 16	040	00302300	\$24.97	\$0.00	\$24.97
Pt 16	040	00302305	\$24.97	\$0.00	\$24.97
Pt 16	040	00302400	\$777.18	\$0.00	\$777.18
Pt 16	040	00302500	\$24.97	\$0.00	\$24.97
Pt 16	040	00302600	\$24.97	\$0.00	\$24.97
Pts 15&16	040	00302700	\$79.97	\$23.24	\$56.73
Pts 15&16	040	00302900	\$192.52	\$64.18	\$128.34
Pts 15&16	040	00303200	\$329.48	\$109.82	\$219.66
Pt 16	040	00303300	\$72.05	\$0.00	\$72.05
Pts 15&16	040	00303400	\$900.97	\$300.32	\$600.65
Pts 15&16	040	00303600	\$675.56	\$0.00	\$675.56
Pt 15	040	00303700	\$32.86	\$0.00	\$32.86
Pt 15	040	00303800	\$274.72	\$0.00	\$274.72
Pts 15&16	040	00303900	\$134.74	\$0.00	\$134.74
Pt 16	040	00304000	\$137.76	\$0.00	\$137.76
Pt 16	040	00304100	\$137.76	\$0.00	\$137.76
Pt 15	040	00304200	\$26.73	\$0.00	\$26.73
Pt 15	040	00304300	\$41.87	\$0.00	\$41.87
Pt 15	040	00304400	\$38.55	\$0.00	\$38.55
Pt 15	040	00304402	\$27.16	\$0.00	\$27.16
Pt 15	040	00304404	\$27.16	\$0.00	\$27.16
Pt 15	040	00304500	\$7.46	\$0.00	\$7.46
Pt 15	040	00304600	\$207.97	\$0.00	\$207.97
Pt 15	040	00304605	\$9.61	\$0.00	\$9.61
Pt 15	040	00304610	\$11.91	\$0.00	\$11.91
Pt 15	040	00304650	\$138.10	\$34.77	\$103.33
Pt 15	040	00304700	\$40.74	\$0.00	\$40.74
Pt 15	040	00304800	\$289.46	\$96.51	\$192.95
Pt 15	040	00304810	\$65.66	\$11.96	\$53.70
Pt 15	040	00304900	\$44.91	\$0.00	\$44.91
Pt 15	040	00305000	\$31.31	\$0.00	\$31.31
Pt 15	040	00305100	\$27.16	\$0.00	\$27.16
Pt 15	040	00305200	\$13.16	\$0.00	\$13.16
Pt 15	040	00305300	\$13.59	\$0.00	\$13.59
Pt 15	040	00305400	\$26.06	\$0.00	\$26.06
Pt 15	040	00305405	\$26.73	\$0.00	\$26.73

Pt 15	040	00305500	\$57.80	\$0.00	\$57.80
Pt 15	040	00305600	\$138.84	\$0.00	\$138.84
Pt 15	040	00305700	\$1,263.27	\$421.09	\$842.18
Pt 15	040	00305800	\$492.64	\$164.22	\$328.42
Pt 16	040	00305805	\$556.66	\$185.54	\$371.12
Pt 16	040	00306000	\$411.82	\$137.28	\$274.54
Pt 16	040	00306100	\$458.66	\$152.90	\$305.76
Pts 15&16	040	00306200	\$521.58	\$173.88	\$347.70
Pt 15	040	00306300	\$377.04	\$0.00	\$377.04
Pt 17	040	00306400	\$24.97	\$0.00	\$24.97
Pt 17	040	00306500	\$1,979.99	\$0.00	\$1,979.99
Pt 17	040	00307000	\$24.97	\$0.00	\$24.97
Pt 17	040	00307100	\$166.30	\$0.00	\$166.30
Pt 17	040	00307200	\$24.97	\$0.00	\$24.97
Pt 17	040	00307300	\$100.53	\$0.00	\$100.53
Pt 17	040	00307400	\$62.43	\$0.00	\$62.43
Pt 17	040	00307500	\$24.97	\$0.00	\$24.97
Pt 17	040	00307600	\$24.97	\$0.00	\$24.97
Pt 17	040	00307700	\$90.71	\$0.00	\$90.71
Pt 17	040	00307800	\$87.38	\$0.00	\$87.38
Pt 17	040	00307900	\$2,808.10	\$0.00	\$2,808.10
Pt 17	040	00308200	\$433.29	\$144.44	\$288.85
Pt 17	040	00308201	\$258.64	\$86.20	\$172.44
Pt 17	040	00308203	\$3.60	\$0.00	\$3.60
Pt 17	040	00308300	\$123.37	\$35.69	\$87.68
Pt 17	040	00308401	\$40.74	\$13.59	\$27.15
Pt 18	040	00308900	\$62.43	\$0.00	\$62.43
Pt 18	040	00309000	\$62.43	\$0.00	\$62.43
Pt 18	040	00309100	\$62.43	\$0.00	\$62.43
Pt 18	040	00309101	\$62.43	\$0.00	\$62.43
Pt 18	040	00309200	\$2,681.25	\$52.45	\$2,628.80
Pt 18	040	00309201	\$62.43	\$0.00	\$62.43
Pt 18	040	00309202	\$62.43	\$0.00	\$62.43
Pt 18	040	00309300	\$108.02	\$0.00	\$108.02
Pt 18	040	00309302	\$16.86	\$0.00	\$16.86
Pt 18	040	00309400	\$124.88	\$0.00	\$124.88
Pt 18	040	00309500	\$124.88	\$0.00	\$124.88
Pt 18	040	00309600	\$58.46	\$0.00	\$58.46
Pt 18	040	00309601	\$53.87	\$0.00	\$53.87
Pt 18	040	00309603	\$90.71	\$0.00	\$90.71
Pt 18	040	00309700	\$2,499.42	\$833.12	\$1,666.30
Pt 18	040	00309800	\$322.77	\$0.00	\$322.77
Pt 17	040	00310100	\$2,270.02	\$756.68	\$1,513.34
Pt 18	040	00310200	\$10.93	\$3.64	\$7.29
Pt 18	040	00310300	\$295.08	\$98.36	\$196.72
Pt 18	040	00310301	\$137.76	\$0.00	\$137.76

Pt 18	040	00310400	\$121.17	\$0.00	\$121.17
Pt 18	040	00310500	\$164.94	\$0.00	\$164.94
Pt 18	040	00310600	\$82.62	\$0.00	\$82.62
Pt 18	040	00310601	\$82.62	\$0.00	\$82.62
Pt 18	040	00310700	\$121.17	\$40.40	\$80.77
Pt 18	040	00310800	\$127.51	\$0.00	\$127.51
Pt 18	040	00310801	\$66.37	\$0.00	\$66.37
Pt 18	040	00310900	\$88.98	\$0.00	\$88.98
Pt 18	040	00310901	\$198.96	\$0.00	\$198.96
Pt 18	040	00310902	\$196.74	\$0.00	\$196.74
Pt 18	040	00311000	\$544.85	\$0.00	\$544.85
Pt 18	040	00311100	\$315.96	\$0.00	\$315.96
Pt 19	040	00313000	\$249.76	\$0.00	\$249.76
Pt 19	040	00313100	\$249.76	\$0.00	\$249.76
Pt 19	040	00313105	\$124.88	\$0.00	\$124.88
Pt 19	040	00313200	\$364.16	\$0.00	\$364.16
Pt 19	040	00313300	\$124.88	\$0.00	\$124.88
Pt 19	040	00313400	\$124.88	\$0.00	\$124.88
Pt 19	040	00313500	\$473.59	\$0.00	\$473.59
Pt 19	040	00313600	\$124.88	\$0.00	\$124.88
Pts 19 & 20	040	00313700	\$62.43	\$0.00	\$62.43
Pt 20	040	00313800	\$62.43	\$0.00	\$62.43
Pt 20	040	00313900	\$62.43	\$0.00	\$62.43
Pt 20	040	00314000	\$49.94	\$0.00	\$49.94
Pt 20	040	00314100	\$55.80	\$0.00	\$55.80
Pt 20	040	00314150	\$6.62	\$0.00	\$6.62
Pt 20	040	00314200	\$49.94	\$0.00	\$49.94
Pt 20	040	00314300	\$24.97	\$0.00	\$24.97
Pt 20	040	00314400	\$2.85	\$0.00	\$2.85
Pt 20	040	00314410	\$9.65	\$0.00	\$9.65
Pt 20	040	00314500	\$44.23	\$0.00	\$44.23
Pt 19	040	00314600	\$458.66	\$152.90	\$305.76
Pt 18	040	00314601	\$181.87	\$6.61	\$175.26
Pt 19	040	00314700	\$1,333.19	\$444.39	\$888.80
Pt 20	040	00317900	\$68.60	\$22.85	\$45.75
Pt 20	040	00318010	\$993.84	\$0.00	\$993.84
Pt 20	040	00318100	\$44.91	\$0.00	\$44.91
Pt 15	040	00500300	\$1,097.52	\$0.00	\$1,097.52
Pt 15	040	00500400	\$6.88	\$0.76	\$6.12
Pt 15	040	00500405	\$341.37	\$14.84	\$326.53
Pts 15&16	040	00500700	\$1,067.85	\$351.40	\$716.45
Pt 16	040	00500701	\$35.09	\$0.00	\$35.09
Pt 16	040	00500705	\$7.17	\$1.80	\$5.37
Pt 16	040	00500710	\$7.17	\$0.00	\$7.17
Pt 16	040	00500800	\$44.36	\$0.00	\$44.36
Pt 16	040	00500900	\$27.51	\$0.00	\$27.51

Pt 16	040	00501000	\$34.38	\$0.00	\$34.38
Pt 16	040	00501100	\$14.45	\$0.00	\$14.45
Pt 16	040	00501200	\$61.46	\$0.00	\$61.46
Pt 16	040	00501201	\$55.71	\$11.54	\$44.17
Pt 16	040	00501300	\$117.77	\$0.00	\$117.77
Pt 16	040	00501302	\$61.91	\$0.00	\$61.91
Pt 16	040	00501303	\$11.24	\$0.00	\$11.24
Pt 16	040	00501301	\$59.24	\$0.00	\$59.24
Pts 15&16	040	00501500	\$803.22	\$231.71	\$571.51
Pt 16	040	00501501	\$5.33	\$0.00	\$5.33
Pt 15	040	00501600	\$831.88	\$0.00	\$831.88
Pt 17	040	00501800	\$84.32	\$0.00	\$84.32
Pt 17	040	00501900	\$56.36	\$0.00	\$56.36
Pt 17	040	00501901	\$13.29	\$0.00	\$13.29
Pt 17	040	00502000	\$140.16	\$0.00	\$140.16
Pt 17	040	00502100	\$55.71	\$0.00	\$55.71
Pt 17	040	00502200	\$87.15	\$28.69	\$58.46
Pt 17	040	00502300	\$112.46	\$17.46	\$95.00
Pt 17	040	00502301	\$55.71	\$0.00	\$55.71
Pt 17	040	00502400	\$569.98	\$187.59	\$382.39
Pt 17	040	00502500	\$31.03	\$0.00	\$31.03
Pt 17	040	00502600	\$347.45	\$0.00	\$347.45
Pt 17	040	00503100	\$278.23	\$0.00	\$278.23
Pt 9	040	00604100	\$76.52	\$0.00	\$76.52
Pt 9	040	00604101	\$89.41	\$29.79	\$59.62
Pt 10	040	00604200	\$137.76	\$45.92	\$91.84
Pt 12	040	00604900	\$343.05	\$0.00	\$343.05
Pts 11&12	040	00605300	\$1,970.22	\$656.75	\$1,313.47
Pt 13	040	00605400	\$687.09	\$61.70	\$625.39
Pt 13	040	00605500	\$55.01	\$0.00	\$55.01
Pt 13	040	00605501	\$164.94	\$0.00	\$164.94
Pt 13	040	00605502	\$151.34	\$0.00	\$151.34
Pt 12	040	00605600	\$371.05	\$0.00	\$371.05
Pt 14	040	00605900	\$55.01	\$0.00	\$55.01
Pt 14	040	00606000	\$55.01	\$0.00	\$55.01
Pt 14	040	00606100	\$31.31	\$0.00	\$31.31
Pt 14	040	00606101	\$19.27	\$0.00	\$19.27
Pt 14	040	00606200	\$19.27	\$0.00	\$19.27
Pt 14	040	00606210	\$31.31	\$2.48	\$28.83
Pt 14	040	00606300	\$27.16	\$0.00	\$27.16
Pt 13	040	00606310	\$343.05	\$0.00	\$343.05
Pt 13	040	00606400	\$343.05	\$114.34	\$228.71
Pt 14	040	00606500	\$366.91	\$122.31	\$244.60
Pt 14	040	00606700	\$1,956.37	\$650.83	\$1,305.54
13 to 17	Hwy No. 3		\$427.59	\$0.00	\$427.59
16 / 17	Reg Rd 84		\$508.06	\$0.00	\$508.06

15 to 18	Friendship Trail	\$112.37	\$0.00	\$112.37
18 / 19	Weaver Rd	\$4,442.02	\$0.00	\$4,442.02
16 / 17	Miller Rd	\$478.93	\$0.00	\$478.93
14 / 15	Pinecrest Rd	\$51.02	\$0.00	\$51.02
14 to 17	Killaly St East	\$437.86	\$0.00	\$437.86
14 / 15	White Rd	\$575.59	\$0.00	\$575.59
12 / 13	Sherk Rd	\$339.32	\$0.00	\$339.32
10 / 11	Brookfield Rd	\$219.70	\$0.00	\$219.70
9 to 17	Second Con Rd	\$534.95	\$0.00	\$534.72

Amount to be collected \$63,569.65 \$9,046.16 \$54,523.26

Less City of Port Colborne's Share \$7,196.86

The Corporation of the City of Port Colborne

By-Law no. 6791/41/20

Being a by-law to amend the assessment schedule, to levy the actual costs incurred, for the maintenance of drainage works known as the Marsh Municipal Drain

Whereas By-law No. 6495/62/17, Being a By-law to Provide for Drainage Works in the City of Port Colborne in the Regional Municipality of Niagara Marsh Municipal Drain, was enacted the 10th day of July, 2017, and provided for the update of assessment schedules under the Black Creek Drainage Works 2014 Section 76 Report dated July 31, 2014 with a Revised tribunal date of January 20, 2016, as submitted by Neal Morris, P. Eng from the firm K. Smart Associates Limited; and

Whereas Section 74, Chapter D.17 of the *Drainage Act, R.S.O. 1990* (the Act) compels each municipality to maintain that portion of a drainage works within its limits; and

Whereas Section 61(1) of the Act authorizes a municipality, upon the completion of the maintenance of the drainage works, to levy the final cost thereof to the lands and roads liable, as stated in the Engineer's Report, so as to recover the cost of said maintenance; and

Whereas in compliance with such duty, the municipality has from time to time carried out maintenance of said drainage works as per the design of the Engineer's Report, and the total actual cost incurred was \$6,385.18;

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

1. That the cost of the Marsh Municipal Drain as provided for in By-law No. 6495/62/17, be levied against the lands and roads as set out in the assessment schedule in the Engineer's Report dated July 31, 2014 with a Revised tribunal date of January 20, 2016, as amended, pro rata and as listed in the actual assessment column, more particularly shown on Schedule A appended hereto, to be levied and collected in the same manner as taxes.
2. That the last date for making a commuted payment in cash shall be the 2nd of September, 2020.
3. That the payments that have not been received by this date will be added to the final tax bill of this year and accrue interest of 1.5%.
4. That By-law 6495/62/17 is hereby amended by replacing the assessment schedule with Schedule A appended hereto.
5. That this by-law shall come into force and take effect on the day of its final passing.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

**2015-2019 MAINTENANCE
MARSH DRAIN
Interval 6 - Interval 8**

TOTAL CURRENT COST — \$6,385.18
COSTS FROM GL ACCOUNT No. 3-560-33211
BY-LAW No. 6495/62/17

K:\Drainage Superintendent\DRAINS\Marsh\2020 Billing Report and By-law\2015-2019 Maintenance\XLS

LAND USE	OWNER	AREA No.	CON or PLAN No.	LOT No.	ROLL NUMBER	AREA AFFECTED (ha)	CURRENT COST	OMAFRA GRANT	NET COST
		16NR	Pts 7 &	31-156-00		7.1	\$0.00	\$0.00	\$0.00
		16NR	Pt 8	31-157-00		4.2	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-157-01		0.2	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-158-00		9.11	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-159-00		3.24	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-159-01		0.81	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-160-00		2	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-160-01		7.86	\$0.00	\$0.00	\$0.00
		16NR	Pt 9	31-160-03		9.92	\$0.00	\$0.00	\$0.00
			Burger Rd.			1.71	\$0.00	\$0.00	\$0.00
			Bowen Rd.			3.07	\$0.00	\$0.00	\$0.00
			1/2 Holloway Bay Rd.			2.21	\$0.00	\$0.00	\$0.00
		2 Pt 7		04000601300		12	\$20.12	\$6.58	\$13.54
		2 Pt 8		04000601600		12	\$20.12	\$6.58	\$13.54
		3 Pts 1&2		04000602000		5.8	\$9.75	\$0.00	\$9.75
		3 Pt 2		04000602001		11.88	\$19.91	\$0.00	\$19.91
		3 Pt 1		04000602100		2.8	\$4.74	\$0.00	\$4.74
		3 Pt 3		04000602200		14.4	\$24.17	\$7.90	\$16.27
		3 Pts 3&4		04000602300		28.8	\$48.27	\$15.78	\$32.48
		3 Pt 4		04000602500		7.16	\$12.02	\$0.00	\$12.01
		3 Pt 4		04000602600		6.98	\$11.74	\$0.00	\$11.75
		3 Pt 4		04000602700		11.98	\$20.12	\$0.00	\$20.12
		3 Pt 5		04000603000		30.6	\$51.36	\$16.79	\$34.57
		3 Pt 5		04000603200		6.8	\$11.47	\$0.00	\$11.47
		3 Pts 5&6		04000603400		94.78	\$465.57	\$0.00	\$465.58
		3 Pts 5&6		04000603500		87.3	\$146.52	\$47.89	\$98.63
		3 Pt 7		04000603700		81.1	\$141.23	\$46.17	\$95.06
		3 Pts 7&8		04000603800		30.95	\$352.84	\$0.00	\$352.84
		3 Pts 7&8		04000603900		135.9	\$241.61	\$78.98	\$162.64
		3 Pt 8		04000604000		14	\$128.12	\$0.00	\$128.12
		3 Pt 8		04000604001		13.8	\$23.21	\$0.00	\$23.20
		3 Pt 9		04000604100		6.6	\$11.05	\$0.00	\$11.05
		3 Pt 9		04000604101		33.6	\$56.37	\$18.43	\$37.94
		3 Pt 9		04000604102		30.8	\$51.63	\$16.88	\$34.76
		3 Pts 9&1		04000604200		174.85	\$366.16	\$119.69	\$246.47
		3 Pt 10		04000604400		10.2	\$21.90	\$0.00	\$21.90
		3 Pts 9&1		04000604500		54.4	\$309.92	\$101.31	\$208.62
		3 Pt 10		04000604600		9.3	\$19.91	\$0.00	\$19.91
		3 Pt 10		04000604700		19.8	\$319.26	\$0.00	\$319.26
		3 Pt 9		04000604710		6.08	\$81.29	\$0.00	\$81.28
		3 Pt 12		04000604900		38	\$159.15	\$0.00	\$159.15
		3 Pt 11		04000604901		24.4	\$215.73	\$0.00	\$215.73
		3 Pt 11		04000605000		15.15	\$32.48	\$0.00	\$32.47
		3 Pt 11		04000605001		12.15	\$26.02	\$0.00	\$26.02
		3 Pt 11		04000605015		3.12	\$6.66	\$0.00	\$6.66
		3 Pt 11		04000605100		23.25	\$49.78	\$16.27	\$33.51
		3 Pt 11		04000605200		5.55	\$11.95	\$0.00	\$11.95
		3 Pt 11		04000605205		30.6	\$65.57	\$21.43	\$44.13
		3 Pts 11&		04000605300		3	\$6.45	\$2.11	\$4.33
		3 Pt 12		04000605600		25.6	\$81.64	\$0.00	\$81.64
		4 Pts 1&2		04000606800		30.2	\$160.52	\$52.47	\$108.05
		4 Pts 1&2		04000606900		1.2	\$1.99	\$0.00	\$1.99
		4 Pt 1		04000607000		11.5	\$81.09	\$26.51	\$54.58
		4 Pt 2		04000607200		21.4	\$145.76	\$47.65	\$98.11
		4 Pt 3		04000607300		16.52	\$185.65	\$60.69	\$124.96
		4 Pt 4		04000607600		5.1	\$63.51	\$0.00	\$63.51
		4 Pt 4		04000607900		6.2	\$92.76	\$0.00	\$92.76
		4 Pt 5		04000608300		4.2	\$9.06	\$2.96	\$6.10
		4 Pts 5&6		04000608400		3	\$6.45	\$2.11	\$4.33
		4 Pt 6		04000609100		6.75	\$14.49	\$0.00	\$14.49

4 Pt 7	04000609300	4	\$35.36	\$11.56	\$23.79
4 Pt 7	04000609405	6	\$38.72	\$12.66	\$26.07
4 Pt 8	04000609700	6	\$53.00	\$17.33	\$35.68
4 Pt 8	04000609800	4	\$35.36	\$11.56	\$23.79
4 Pt 9	04000610301	16	\$141.51	\$46.26	\$95.25
4 Pt 10	04000610700	11.4	\$73.60	\$24.06	\$49.55
4 Pt 10	04000610800	7.2	\$63.72	\$20.83	\$42.88
4 Pt 11	04000611000	4.2	\$7.00	\$2.29	\$4.72
4 Pt 11	04000611200	4.4	\$7.42	\$2.42	\$4.99
4 Pt 12	04000611201	2	\$3.36	\$0.00	\$3.37
4 Pt 12	04000611203	6	\$10.09	\$3.30	\$6.80
4 Pt 12	04000611235	5	\$8.38	\$2.74	\$5.64
Neff Rd. South		8.0	\$99.97	\$0.00	\$99.97
Troup Rd.		5.8	\$154.14	\$0.00	\$154.13
South Brookfield Rd.		5.8	\$166.15	\$0.00	\$166.16
Zavitz Rd.		11.9	\$87.27	\$0.00	\$87.26
Third Conc. Rd.		9.4	\$805.37	\$0.00	\$805.36
Second Conc. Rd.		6.0	\$13.53	\$0.00	\$13.53
1/2 Hollow Bay Rd.		7.6	\$79.51	\$0.00	\$79.54
Wilhelm Rd.		5.8	\$94.68	\$0.00	\$94.68
TOTAL NON-AGRICULTURAL ASSESSMENT		464.575	\$3,774.76		\$3,774.72
TOTAL AGRICULTURAL ASSESSMENT		2661.962	\$2,610.42	\$870.14	\$1,740.28
TOTAL ASSESSMENT		3126.537	\$6,385.18		\$5,515.00
OMAFRA GRANT				\$870.14	
LANDOWNERS PAYMENTS					\$4,027.81
CITY OF PORT COLBORNE ASSESSMENT			\$1,487.23		\$6,385.18
TOWN OF FORT ERIE ASSESSMENT			\$0.00		

ORIGINAL OUTLET ASSESSMENTS FROM REPORT & BY-LAW:

TOTAL NON-AGRICULTURAL LANDS	\$54,228.00
TOTAL AGRICULTURAL LANDS	\$38,771.00
TOTAL ASSESSMENT	\$92,999.00

The Corporation of the City of Port Colborne

By-Law No. 6792/42/20

Being a By-law to Amend By-Law No. 3151/22/95, as Amended, A By-law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates

Whereas at its Meeting of March 23, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-50, Subject: Emergency COVID-19 Preparedness; and

Whereas by delegated authority on April 28, 2020, Council extended the exemption date for non-payment penalty fees to June 30, 2020 in order to provide relief; and

Whereas at its Meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report 2020-79, Subject: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program; and

Whereas Council is desirous of amending By-law No. 3151/22/95, as amended, Being a By-law for the Imposition and Collection of Water Rates.

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

1. That By-law No. 3151/22/95, as amended, Being a By-law to Regulate the Supply of Water and to Provide for the Maintenance and Management of the Water Works and for the Imposition and Collection of Water Rates, be further amended by replacing Schedule "A" thereto with Schedule "A" hereto.
2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

**Schedule "A" to By-law No. 6792/42/20
and By-law No. 3151/22/95, As Amended**

Water Rates

1. Metered Consumption Rates

Residential, Institutional/Commercial/Industrial (ICI) consumption is subject to a metered rate of \$1.365/cubic meter per billing period. No minimum charge per billing period.

2. Bulk Water Sales Rates

The metered rate for bulk water sales is \$1.365/cubic meter per billing period.

The service charge is based on a 75 mm (3") meter regardless of the actual meter used and is \$4,345.11 per annum or \$362.09 per month.

3. Fixed Rate (Service Charge)

All users are subject to a fixed rate based on meter size. The residential service charge is \$395.01 per annum or \$32.92 per month for a 15mm (5/8") and 19 mm (3/4") meter. The ICI fixed rate is \$395.01 per annum or \$32.92 per month for a 15 mm (5/8") and 19 mm (3/4") meter.

For other size meters, the fixed rate will be based on the following meter factors:

<u>Meter Size</u>	<u>Service Charge Meter Factor</u>
25 mm (1")	1.4
38 mm (1 1/2")	1.8
50 mm (2")	2.9
75 mm (3")	11.0
100 mm (4")	14.0
150 mm (6")	21.0
200 mm (8")	29.0
250 mm (10")	40.0

All vacant land directly abutting the water/sewer distribution system will be charged the annual fixed rate as per the rate set out in the Sewer Rate By-law, as amended.

4. Flat Rate (Residential)

Rate of \$413.00 per billing period (average user) where an accurate meter reading cannot be recorded for the following:

- where service connection has been turned on at the property line but where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and/or providing access to read a water meter or reading device;
- refusing to remove any obstructions to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter readings;

- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (Commercial)

Rate to be calculated based on the following, where an accurate meter reading cannot be recorded for the same reasons as above for Residential:

2x the current fixed rate per Section 3, PLUS 2x the monthly average of the previous 12 months' consumption history (monthly billings)

OR

2x the current fixed rate per Section 3, PLUS 2x the quarterly average of the previous 3 years of the same billing cycle consumption history (quarterly billings)

5. Water for Construction Rates

Flat Rate:

Residential	\$209.00
Commercial	\$351.00
Industrial	\$351.00
Institutional	\$351.00

Upon final inspection, rates to be charged at the current consumption rates.

6. Administration Charge

- issuing of water shut off tags shall be charged to the property owner at a fee of \$45.00;
- water account inquiries will be provided at a fee of \$7.00;
- Reading of analog meter due to refusal to upgrade to RF meters will be provided at a fee of \$45.00 per scheduled reading dates;
- Customer request to change out from an RF meter to an analog meter will be at the customer's expense to cover the actual cost of the new analog meter plus removal and installation costs.

7. Late Payment Fee

A two and one half (2 ½%) percent late payment fee is charged on the first day of default to all users. This is a one-time charge on the amount billed and outstanding past the due date. Water payments must be received at the Municipal Office City Hall on or before the due date.

The Director of Corporate Services shall have Delegated Authority to waive penalty fees on residential properties until October 30, 2020.

8. On and Off Charges

A single charge for turn off/on will be levied if performed on the same calendar day during regular hours.

A single charge at the after-hours/weekend rate will be levied if the turn off/on is performed within a 4 hour (maximum) period.

9. **Meter Testing**

All meter testing will require a minimum deposit of \$50.00 and will be billed at actual cost. The minimum deposit will be applied to the bill. If the meter is found to be inaccurate, creating an over billing, the deposit will be refunded.

10. **New Water Meter and Remote Reader**

5/8" X 3/4" meter complete	actual cost
3/4" meter complete	actual cost
1" meter complete	actual cost
1 1/2" meter complete	actual cost
2" meter complete and larger	actual cost

11. **Permits**

A fee for new water service installation will be charged based on the current annual Public Works Services Schedule of Rates and Fees, to be collected on the building permit.

12. **Billing Cycle**

All users with meters greater than 50 mm (2") to be billed monthly. This includes bulk water and large users. All other users to be billed quarterly, meters being read and billed between three defined areas designated by the Corporation.

The Corporation of the City of Port Colborne

By-Law No. 6793/43/20

Being a By-law to Amend By-law No. 3424/6/97, As Amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates

Whereas at its Meeting of March 23, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-50, Subject: Emergency COVID-19 Preparedness; and

Whereas by delegated authority on April 28, 2020, Council extended the exemption date for non-payment penalty fees to June 30, 2020 in order to provide relief; and

Whereas at its Meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department Report 2020-79, Subject: COVID-19 Property Tax, Water and Wastewater Penalty and Interest Relief Program; and

Whereas Council is desirous of amending By-law No. 3424/6/97, as amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates;

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

1. That By-law No. 3424/6/97, as amended, Being a By-law for the Imposition and Collection of Sewage Service Rates and Sewer Rates, be further amended by replacing Schedule "A" thereto with Schedule "A" hereto.
2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C Steele
Mayor

Amber LaPointe
City Clerk

**Schedule "A" to By-law No. 6793/43/20
and By-law No. 3424/6/97, As Amended**

Rates for Wastewater (Sanitary Sewer) System

(1) Metered Rates

- (a) The Wastewater (Sewage Service) Usage Rate is subject to a metered rate of \$1.382 per cubic meter per billing period. No minimum usage charge per billing period. All sectors shall be billed at 100% of water consumed unless otherwise detailed within the by-law.
- (b) Negotiated industrial customers are subject to a metered rate of \$1.382 per cubic meter per billing period.

(2) Wastewater Fixed Rates (Service Charge)

- (a) All users are subject to a fixed rate based on meter size. The fixed rate is \$535.64 per annum for a 15 mm (5/8") and 19 mm (3/4") meter.
- (b) For all other meter sizes, the fixed rate will be multiplied by the following factors:

<u>Meter Size</u>	<u>Meter Factor</u>
25 mm (1")	1.4
38 mm (1 1/2")	1.8
50 mm (2")	2.9
75 mm (3")	11.0
100 mm (4")	14.0
150 mm (6")	21.0
200 mm (8")	29.0
250 mm (10")	40.0

All vacant land directly abutting the sanitary sewer system will be charged the annual fixed rate of \$535.64, to be billed through the property tax billing.

(3) Flat Rate (Residential)

Rate of \$418.00 per billing period (Average User) where water service is active and connected to the system but the following circumstances do not permit a water meter reading:

- where no meter has been installed (water meter refusal);
- refusing to provide a meter reading and/or providing access to read a water meter or reading device;
- refusing to remove any obstructions to reading a meter or reading device;
- refusing to provide for meter or reading device repairs for accurate meter readings;
- the tampering with or alteration of the water meter or reading device and meter readings cannot be obtained.

Flat Rate (Commercial)

Rate to be calculated based on the following, where an accurate meter reading cannot be recorded for the same reasons as above for Residential:

2x the current fixed rate per Section 3, PLUS 2x the monthly average of the previous 12 months' consumption history (monthly billings);

OR

2x the current fixed rate per Section 3, PLUS 2x the quarterly average of the previous three (3) years of the same billing cycle consumption history (quarterly billings).

(4) **Late Payment Fee**

A two and one half (2 ½%) late payment fee is charged on the first day of default to all users. This is a one-time charge on the amount billed and outstanding past the due date. Sewer payments must be received at the Municipal Office on or before the due date.

The Director of Corporate Services shall have Delegated Authority to waive penalty fees on residential properties until October 30, 2020.

(5) **Billing Cycle**

- (a) All large users with water meters greater than 50 mm (2") are to be billed monthly.
- (b) All other users are to be billed quarterly, meters being read and billed between three (3) defined areas designated by the Corporation.
- (c) Vacant land properties will be billed annually. Seasonal properties will be billed annually.

(6) **Exemptions from Billing for Sanitary Sewer Costs**

- (a) Bulk water haulers accessing City bulk water facilities.
- (b) Port Colborne Poultry Limited.
- (c) Any property that does not directly abut any part of the sanitary sewer system.
- (d) Any other property that is covered by a separate by-law enacted by Council.

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The Corporation of the City of Port Colborne

By-law No. 6794/44/20

Being a By-law to Authorize Entering into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade respecting Part Lot 26, Concession 2

Whereas at its meeting of June 22, 2020, Council approved the recommendations of Planning and Development Department, Report No. 2020-39, Subject: Sale of Vacant Land, Part Lot 26, Concession 2; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for the sale of Part Lot 26, Concession 2, for the purchase price of \$6,500 (plus HST);

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

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Denny Brochu and Amelia Wade for the sale of Part Lot 26, Concession 2 for the purchase price of \$6,500 (plus HST), which agreement is attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

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AGREEMENT OF PURCHASE AND SALE

Buyer: Denny Brochu and Amelia Wade

Seller: The Corporation of the City of Port Colborne

Address of Property: Vacant Land approximately .61 acres

Frontage more or less: 290'

Depth more or less: 326'

Legal Description: Part Lot 26, Concession 2

Purchase Price: Six Thousand and Five Hundred (\$6,500) CDN Dollars

Deposit Three Hundred (\$300) CDN Dollars

The Seller is in receipt of the deposit.

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

Schedule A attached hereto shall form part of this agreement.

1. **Chattels:** None.
2. **Fixtures:** None.
3. **Rental Items:** None.
4. **Irrevocability:** This offer shall be irrevocable by the Buyer until 6:00pm on **July 1, 2020**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction.
5. **Completion Date:** This agreement shall be completed no later than 6:00pm on **July 30, 2020 (see Schedule A)**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for herein.
6. **Notices.** Any notice to given herein shall be in writing and delivered to the Buyer or the Seller at the address for service provided for herein. The parties agree that this agreement may be sent and received by facsimile transmission and that such transmissions of this agreement may be accepted and executed by the party receiving such transmission. All such transmissions once executed shall constitute a binding agreement between the parties. The parties also agree that all notices or waivers may be sent and received by facsimile transmission as above.
7. **HST.** If this transaction is subject to the HST, then such tax shall be **in addition to** the purchase price. If this transaction is not subject to the HST the Seller shall certify on or before closing that the transaction is not subject to the HST.
8. **Title Search.** Buyer shall be allowed until **July 5, 2020 (Requisition Date)** to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders, open files, notices of violation or deficiencies or any other encumbrances or regulatory directive affecting the property and that its present use may be lawfully continued and that the principal building may be insured against risk of fire. Seller consents to the municipality or other governmental agencies releasing to the Buyer or his solicitor details of all outstanding work

orders or deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **Future Use.** Seller and Buyer agree there is no representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful except as may be specifically provided for in this agreement.
10. **Title.** Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities provided such have been complied with, or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to the title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee and which Buyer will not waive, this agreement notwithstanding any intermediate acts or negotiations in respect of such objections shall be at an end and all monies paid shall be returned without interest or deduction. Save as to any valid objection so made by such day and except for any objection going to the root of title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **Closing Arrangements.** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended for registration in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **Documents & Discharge.** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of the Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registerable form on completion, Buyer agrees to accept Seller's lawyer's personal

undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing.

13. **Inspection.** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **Insurance.** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **Planning Act.** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **Documentation Registration.** The Transfer/Deed, shall save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **Residency.** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect to tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or statutory declaration that Seller is not then a non-resident of Canada.
18. **Adjustments.** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer.
19. **Time Limits.** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **Tender.** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft

or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **Family Law Act.** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
22. **UFFI.** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of the Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is subject to this transaction.
23. **Agreement in Writing.** If there is a conflict or discrepancy between any provision added to this agreement including any schedule attached hereto and any provision in contained herein the added provision shall supersede to the extent of such conflict or discrepancy. This agreement including the any schedule attached hereto shall constitute the entire agreement between the Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this agreement other than as expressed herein. This agreement shall be read with all changes of gender or number required by the context.

Dated: _____, 2020.

Signed, Sealed and Delivered in the presence of:

Denny Brochu

Amelia Wade

The Seller hereby accepts the above offer.

Dated: _____, 2020.

Signed, Sealed and Delivered in the presence of:

William C. Steele - Mayor

Amber LaPointe - City Clerk

We have the authority to bind the
Corporation

Rocco Vacca - Seller's Lawyer
SULLIVAN MAHONEY LLP
Phone: (905) 357-5863 Fax: (905) 357-0501
Email: rvacca@sullivanmahoney.com

Rick Dilts - Buyer's Lawyer
Martens Lingard LLP
Phone: (905) 687-6551 Fax: (905) 687-6553

Schedule A

The Buyer has submitted with this offer Three Hundred Dollars (\$300) to the Seller as a deposit and agrees to pay the balance of the purchase price to the Seller by certified cheque on closing subject to the following:

The Buyer acknowledges that the property is being sold "as is."

The Buyer acknowledges that the property shall be merged with the Buyer's property located immediately to the west and municipally known as 211 Second Concession Road.

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The Corporation of the City of Port Colborne

By-law No. 6795/45/20

Being a By-law to Amend By-law No. 6250/76/15, Being a By-law to Govern the Proceedings of Council and Committee Meetings

Whereas the Council of The Corporation of the City of Port Colborne enacted By-law 6250/76/15, Being A By-law to Govern the Proceedings of Council and Committee Meetings, on June 22, 2015; and

Whereas By-law 6250/76/15 has been amended from time to time; and

Whereas at its meeting of June 22, 2020, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Corporate Services Department, Clerk's Division Report 2020-83, Subject: Procedural By-law Amendment: Electronic Participation in Closed Sessions of Council; and

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

1. That By-law No. 6250/75/15, be amended by striking out section 7.4 (b) and adding thereto the following:

"7.4 Electronic Participation

- (b) Shall only be permitted at Committee of the Whole meetings, any special, emergency or regular Council meetings, and closed sessions of Council;"

2. That this by-law shall come into force and take effect on the day that it is passed by Council.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. 6796/46/20

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 June 22, 2020

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

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

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Regular Meeting of June 22, 2020 upon which a vote was taken and passed whether a resolution, recommendations, adoption by reference, or other means, is hereby enacted as a by-law of the City to take effect upon the passing hereof; and further
2. That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

Enacted and passed this 22nd day of June, 2020.

William C. Steele
Mayor

Amber LaPointe
City Clerk

**City of Port Colborne
Regular Council Meeting 14-20
Minutes**

- Date:** June 8, 2020
- Time:** 6:30 p.m.
- Place:** Council Chambers, Municipal Offices, 66 Charlotte Street, Port Colborne
- Members Present:** M. Bagu, Councillor (via Zoom)
E. Beauregard, Councillor (via Zoom)
R. Bodner, Councillor (via Zoom)
G. Bruno, Councillor (via Zoom)
F. Danch, Councillor (via Zoom)
A. Desmarais, Councillor (via Zoom)
D. Kalailieff, Councillor (via Zoom)
W. Steele, Mayor (presiding officer)
H. Wells, Councillor (via Zoom)
- Staff Present:** D. Aquilina, Director of Planning and Development Department (via Zoom)
B. Boles, Director of Corporate Services (via Zoom)
T. Cartwright, Fire Chief (via Zoom)
A. Grigg, Director of Community and Economic Development (via Zoom)
C. Lee, Director of Engineering and Operations (via Zoom)
A. LaPointe, Manager of Legislative Services/City Clerk
S. Luey, Chief Administrative Officer
C. Madden, Deputy Clerk
N. Halasz, Manager of Parks and Recreation (via Zoom)
A. Vander Veen, Drainage Superintendent (via Zoom)

Also in attendance was one member of WeeStream.

1. Call to Order:

Mayor Steele called the meeting to order and then proceeded into Roll Call.

Mayor Steele delivered his Mayor's Report, a copy of which is attached.

Regional Councillor Butters reiterated a quote given by the Niagara Regional Chair at the recent Region Special Council meeting. She further reported on the Canada Summer Games Project and provided an explanation with respect to why the Niagara Region isn't proceeding into Phase Two of the gradual reopening of the Province. Councillor Butters concluded her report by encouraging residents to

maintain social distancing and to follow the news provided on the Region of Niagara's website with respect to COVID-19.

2. Introduction of Addendum Items:

Deletions:

Item 2, Community and Economic Development Department, Health Services Division, Report 2020-55, Subject: Physician Recruitment, Retention and Medical Education Financial Incentive Guidelines has been removed at the request of staff.

3. Confirmation of Agenda:

No. 80 Moved by Councillor A. Desmarais
 Seconded by Councillor E. Beauregard

That the agenda dated June 8, 2020 be confirmed, as circulated.

CARRIED

4. Disclosures of Interest:

Councillor Beauregard declared a pecuniary interest regarding item 1 (Community and Economic Development Department, Parks and Recreation Division, Report 2020-47, Subject: Proposed Agreements at Nickel Beach – Splashtown Niagara Inflatable Water Park, and Big Pappi's Food and Shake Shack), item 6 (Planning and Development Department, Planning Division, Report 2020-72, Subject: Recommendation Report on Removing 14 and 18 Victoria Street from the Municipal Registry of Heritage Properties), item 7 (Planning and Development Confidential Report 2020-75, Subject: Agreement of Purchase Sale) and By-law No. 6789/38/20, (Being a By-law to Regulate Open Air Burning in the City of Port Colborne and to Repeal By-law No. 6280/106/15) as he is employed by Sullivan Mahoney and the firm has provided legal advice with respect to these items. Councillor Beauregard refrained from discussing and voting on these items.

Councillor Bodner declared a pecuniary interest regarding By-law No. 6789/38/20, (Being a By-law to Regulate Open Air Burning in the City of Port Colborne and to Repeal By-law No. 6280/106/15) as his business sells firewood. Councillor Bodner refrained from discussing and voting on By-law No. 6789/38/20.

5. Adoption of Minutes:

No. 81 Moved by Councillor G. Bruno
 Seconded by Councillor F. Danch

(a) That the minutes of the regular meeting of Council 13-20, held on May 25, 2020, be approved as presented.

CARRIED

6. Determination of Items Requiring Separate Discussion:

The following items were identified for separate discussion:

Item 1, 3, 4, 5, 6, and 7.

7. Approval of Items Not Requiring Separate Discussion:

No. 82 Moved by Councillor H. Wells
Seconded by Councillor R. Bodner

That Items 1 to 11 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:**8. Niagara Regional Housing Re: Niagara Regional Housing Quarterly Report – January 1 – March 31, 2020**

Council Resolved:

That the correspondence received from the Niagara Regional Housing Re: Niagara Regional Housing Quarterly Report, January 1 – March, 2020, be received for information.

9. Region of Niagara Re: Implications of the New Provincial Policy Statement, 2020

Council Resolved:

That the correspondence received from the Region of Niagara Re: Implications of the New Provincial Policy Statement 2020, be received for information.

10. Town of Fort Erie Re: Support of Medical Staff Association of Niagara Health and the Medical Academies of Lincoln, Niagara and Welland – Ministry of Health Billing Codes for the Provision of Virtual Care – COVID -19

Council Resolved:

That the resolution received from the Town of Fort Erie Re: Support of Medical Staff Association of Niagara Health and the Medical

Academies of Lincoln, Niagara and Welland – Ministry of Health Billing Codes for the Provision of Virtual Care – COVID-19, be received for information.

11. City of Kitchener Re: Universal Basic Income

Council Resolved:

That the resolution received from the City of Kitchener Re: Universal Basic Income, be received for information.

CARRIED

8. Consideration of Items Requiring Separate Discussion:

1. Community and Economic Development Department, Parks and Recreation Division, Report 2020-47, Subject: Proposed Agreements at Nickel Beach – Splashtown Niagara Inflatable Water Park, and Big Pappi's Food and Shake Shack

No. 83 Moved by Councillor H. Wells
Seconded by Councillor A. Desmarais

That the City of Port Colborne enter into agreements with Big Pappi's, and Splashtown for the start of the 2020 operational season, respecting the provision of food and beverage services, and an inflatable water park at Nickel Beach, as outlined in Community and Economic Development, Parks and Recreation Division, Report 2020-47, Subject: Proposed Agreements at Nickel Beach – Splashtown Niagara Inflatable Water Park, and Big Pappi's Food & Shake Shack.

CARRIED

3. Community and Economic Development Department, Parks and Recreation Division, Report 2020-68, Subject: H.H. Knoll Lakeview Park Ice Box Food Concession and Miniature Golf Facility

No. 84 Moved by Councillor F. Danch
Seconded by Councillor G. Bruno

That the Director of Community and Economic Development be authorized to proceed with the removal of the Icebox facility at H.H. Knoll Lakeview Park;

That \$30,000 be reallocated from roof/gutter replacement for the Icebox, to removal/demolition of the facility and the

adjacent concrete slab, at an estimated cost of \$4,000, with the remaining funds earmarked for future site development (to be presented to Council later in 2020 for consideration); and

That the Director of Community and Economic Development be authorized to proceed with issuing a Request for Proposals for food truck services at the site for the 2020 season; and

That the Director of Community and Economic Development be authorized to proceed with the preparation of a plan outlining future use and site development, all as outlined in Community and Economic Development, Parks and Recreation Division, Report 2020-68, Subject: H.H. Knoll Lakeview Park Ice Box Food Concession and Miniature Golf Facility.

CARRIED

4. Engineering and Operations Department, Engineering Division, Report 2020-69, Subject: Request for Stop Sign Installations – Stanley Street at Wood Lane

No. 85 Moved by Councillor F. Danch
 Seconded by Councillor G. Bruno

That the Council of the City of Port Colborne approve the following amendment to By-law No. 89-2000 Being a By-law regulating traffic and parking on City roads;

That Schedule "P" Stop Sign Locations, to By-law No. 89-2000, as amended, be amended by adding thereto the following:

Column 1	Column 2	Column 3
Highway	At	Facing Traffic
Stanley Street	Wood Lane	East and West Bound

Further, that the stop control become effective upon installation of the regulatory signs and that Staff notify the Niagara Regional Police of the change in stop control at this location.

Moved in amendment by Councillor E. Beauregard
 Seconded by Councillor D. Kalailieff

That the main motion be amended by striking out the second paragraph and adding thereto the following:

“That Schedule “P” Stop Sign Locations, to By-law No. 89-2000, as amended, be amended by adding thereto the following as a temporary measure until a traffic study is conducted on this intersection and the results of that traffic study are brought forth in a report to Council:”

LOST

The vote was then called on the original main motion as follows:

That the Council of the City of Port Colborne approve the following amendment to By-law No. 89-2000 Being a By-law regulating traffic and parking on City roads;

That Schedule “P” Stop Sign Locations, to By-law No. 89-2000, as amended, be amended by adding thereto the following:

Column 1	Column 2	Column 3
Highway	At	Facing Traffic
Stanley Street	Wood Lane	East and West Bound

Further, that the stop control become effective upon installation of the regulatory signs and that Staff notify the Niagara Regional Police of the change in stop control at this location.

LOST

5. Engineering and Operations Department, Engineering Division, Report 2020-71, Subject: Billing of the Lyons Creek Municipal Drain East Branch

No. 86

Moved by Councillor R. Bodner
 Seconded by Councillor H. Wells

That Council of the City of Port Colborne receives Engineering and Operations Department, Engineering Division Report No. 2020-71, Billing of the Lyons Creek Municipal Drain East Branch, for information; and

That the billings for the Lyons Creek Drain be billed out in accordance with the *Drainage Act, R.S.O., 1990*, as detailed in the attached assessment schedule.

CARRIED

6. **Planning and Development Department, Planning Division, Report 2020-72, Subject: Recommendation Report on Removing 14 and 18 Victoria Street from the Municipal Registry of Heritage Properties**

No. 87 Moved by Councillor G. Bruno
Seconded by Councillor R. Bodner

That Council of the City of Port Colborne removes the lands legally known as Plan Merritt Survey Part of Lots 1 and 10, NP 987, 988, 989 in the City of Port Colborne, Regional Municipality of Niagara; municipally known as 14 Victoria Street (14 and 18 Victoria Street on the Registry).

CARRIED

7. **Planning and Development Confidential Report 2020-75, Subject: Agreement of Purchase Sale**

No. 88 Moved by Councillor G. Bruno
Seconded by Councillor M. Bagu

Authorize the Director of Planning and Development and other staff to proceed in accordance with the instructions given in confidential Planning and Development Report 2020-75.

Moved in referral by Councillor G. Bruno
Seconded by Councillor H. Wells

That Planning and Development Confidential Report 2020-75, Subject: Agreement of Purchase and Sale be referred to the Director of Planning and Development in order to obtain legal consult on the terminology to be used in the agreement with respect to the starting date of construction.

CARRIED

9. **Proclamations:**

None.

10. **Minutes of Boards, Commissions & Committees:**

No. 89 Moved by Councillor D. Kalailieff
Seconded by Councillor M. Bagu

- (a) Minutes of the Grant Policy Committee Meeting of October 21, 2019.
- (b) Minutes of the Environmental Advisory Committee Meeting of January 8, 2020.
- (c) Minutes of the Port Colborne Public Library Board Meeting of February 4, 2020.
- (d) Minutes of the Downtown Port Colborne BIA Board Meeting of May 22, 2019, July 24, 2019, September 25, 2019, October 23, 2019, February 12, 2020 and March 11, 2020.

CARRIED

11. Councillors' Items:

Staff Responses to Previous Councillors' Enquiries

(a) **COVID-19 Update (Luey)**

The Chief Administrative Officer informed Council that the Emergency Operations Centre (EOC) is partially activated and that the Emergency Control Group (ECG) continue to meet to plan the City's recovery as well as monitor the safety of the essential services in the City. He further reported that they are planning and putting safety measures in place for the reopening of the City's facilities.

(b) **Open Burning By-law (Chief Cartwright)**

Chief Cartwright informed Council that he had brought the draft Open Burning by-law forward to the EOC for their review and one concern arose which has since been remedied by the Province, being the number of people gathering during campfires. He further reported that the Fire and Emergency Services Department in conjunction with the Corporate Communications Officer have been preparing a brochure with information on the new Open Burning By-law that can be utilized to educate the public.

(c) **Nickel Beach Update (Grigg)**

The Director of Community and Economic Development confirmed that Staff are in the process of finalizing a plan for Nickel Beach to reopen with proper safety measures in place; a plan that will be executed in the near future as a result of the hiring of summer students which are an integral part in the operations of Nickel Beach.

(d) Farmer's Market (Grigg)

The Director of Community and Economic Development confirmed that Staff are also in the process of finalizing a plan for the Farmer's Market to reopen with various provisions in place responding to COVID-19.

Councillors' Issues/Enquiries**(a) Vale Centre Roof Repairs (Bagu)**

In response to Councillor Bagu's request for an update on the roof repairs to be completed at the Vale Health and Wellness Centre, the Director of Engineering and Operations informed Council that a completion date is not yet established since the hired Contractor just returned to work as they were not previously considered an essential service.

(b) Railroad Crossing at Sugarloaf and Elm Streets (Bagu)

In response to Councillor Bagu's request for an update as well as an approximate date of completion on the repairs to be conducted on the railroad crossing at Sugarloaf and Elm Streets, the Director of Engineering and Operations confirmed that the panels that are to be built for this construction have been ordered and are expected to be delivered the first week in August. He further reported that Staff have had two meetings with Gia Rail as well as their sub-contractor and have determined the work can be initiated as soon as the panels arrive.

(c) Status of Marina Occupancy (Bagu)

In response to Councillor Bagu's inquiry regarding the occupancy rate at the Marina thus far, the Director of Community and Economic Development informed Council that there are currently 370 confirmed seasonal customers and that there is a waiting list of about 60 customers which Staff is in the process of reaching out to in order to secure them a dock for the season.

(d) Public Washroom Facilities (Bagu)

In response to Councillor Bagu's inquiry regarding the plan to reopen public washroom facilities, the Director of Community and Economic Development informed Council that the facilities will be open in the near future and that one staff will be regularly cleaning these facilities.

(e) Noise Concerns at Humberstone Speedway Racetrack (Bodner)

Councillor Bodner reported that some residents have expressed concern regarding the loud noise that has occurred as a result of the races starting back

up at the Humberstone Speedway Racetrack. The Director of Planning and Development confirmed that he will arrange for a meeting with the owners of Humberstone Speedway to notify them of these concerns as well as to inquire what their schedule is and their plan for reopening.

(f) Asphalt Grindings at Quarry (Bodner)

Councillor Bodner informed Council that he has received many inquiries relating to asphalt grindings potentially going into one of the quarries. The Director of Planning and Development confirmed that a violation has been found and further explained the process for zoning by-law infractions, being that a timeframe is given to the owner of the property in order for them to remedy the situation and come into compliance with the by-law.

(g) Use of Beaches During Late Hours (Bodner)

In response to Councillor Bodner's inquiry regarding who should be notified when residents witness people using the closed beach after hours, the Mayor confirmed that the Niagara Regional Police should be notified.

(h) Water/Tax Bills Penalties and Interest (Bruno)

In response to Councillor Bruno's inquiry regarding the plan for water/tax bill penalties and interest, the Director of Corporate Services informed Council that a report on this matter will be brought forth at the Council meeting on June 22.

(i) Ditches on Barrick Road from Elm Street (Bruno)

In response to Councillor Bruno's inquiry regarding whether or not a ditch located along the easterly part of Barrick Road from Elm Street could potentially become a municipal drain so as to improve the drainage for residents in this area, the Drainage Superintendent confirmed that she would investigate this matter in conjunction with the Chief Administrative Officer, the Mayor, the Director of Engineering and Operations as well as Seaway which owns some of the property where the ditch is located.

(j) Speed of Vehicles on Barrick Road (Bruno)

In response to Councillor Bruno's request for an investigation to be conducted by the Niagara Regional Police regarding the cars speeding down Barrick Road as well as down Steele Street, the Mayor informed Council that he would bring forth this matter at the next Police Services Board meeting.

(k) Condition of Marina Road (Bruno)

Councillor Bruno expressed concern regarding the condition of the uncut grass and litter located along Marina Road as well as the land adjacent to the Marina parking lot. The Director of Community and Economic Development confirmed that Staff will address this matter.

(l) Speed Sign on Barrick Road (Danch)

In response to Councillor Danch's concern with regards to cars speeding on the easterly part of Barrick Road past Elm Street as well as the lack of speed limit signs notifying drivers of the speed limit, the Director of Engineering and Operations confirmed that Staff would investigate this matter.

(m) Advanced Green Light (Danch)

Councillor Danch inquired as to whether or not an advanced green light could be installed at the intersection of Elm and Main Streets, the Director of Engineering and Operations informed Council that since this is a Regional road, he will notify the Regional Traffic Transportation Group of this issue and ask that they investigate.

(n) Bollards on Main Street West (Danch)

In response to Councillor Danch's request for an update on whether bollards are going to be placed along Main Street West for protection of the businesses, the Director of Engineering and Operations confirmed that he has been in contact with the Regional Traffic Transportation Group but they have yet to reach a resolution.

(o) Damaged Curb on Clarence Street (Danch)

In response to Councillor Danch's request to have a curb inspected in front of a property on Clarence Street, the Director of Engineering and Operations confirmed that Staff would investigate.

(p) Walking Path on Weaver Road (Danch)

In response to Councillor Danch's request to have a gate put up in order to slow down those travelling on the path at Weaver Road, the Director of Community and Economic Development confirmed that Staff would investigate this issue.

(q) Payment Options (Desmarais)

In response to Councillor Desmarais' inquiry regarding options of payment offered by the City, the Director of Corporate Services informed Council that the majority of payments are completed via debit, cheques and online banking but that more options would be investigated by Staff.

(r) Friends Over 55 Group (Desmarais)

Councillor Desmarais informed Council that the Friends Over 55 Group is struggling financially due to COVID-19 and asked whether the City could provide any type of assistance. The Mayor reported that this group has submitted an application to the Grant Policy Committee and that he will coordinate with Staff to investigate if other methods of assistance are available.

(s) Calling the Police (Kalailieff)

Councillor Kalailieff reminded Council and the public to always call and report to the police when witnessing an issue that requires their attention.

(t) Speed Limit Sign on Miller Road (Wells)

In response to Councillor Wells' request for an update on a flashing speed limit sign to be placed on Miller Road, the Director of Engineering and Operations informed Council that he will reach out to the Regional Traffic Transportation Group and ask that they investigate.

(u) Damage to Brookfield Road (Wells)

In response to Councillor Wells' inquiry regarding when Brookfield Road is going to be repaired, the Director of Engineering and Operations confirmed that Staff have been investigating this issue and are hoping to fit this area into the list of areas that require repairs to be conducted this year.

(v) Roadside Mowing (Wells)

In response to Councillor Wells' request that the roadside mowing schedule be sent to him, the Director of Engineering and Operations informed Council that the Contractor will begin the week of June 15 and should complete the first round of mowing in about a week and a half.

(w) Garbage at Pleasant Beach Road End (Wells)

In response to Councillor Wells' request to have more garbage containers placed near the Pleasant Beach Road end, the Director of Engineering and

Operations confirmed that staff will put more portable containers near the parking lot in this area.

(x) Humberstone Speedway Racetrack COVID-19 Compliance (Wells)

In response to Councillor Wells' inquiry regarding whether the Humberstone Speedway racetrack has safety measures in place and is in compliance with the COVID-19 restrictions, the Director of Planning and Development confirmed that Staff will investigate this matter in conjunction with Niagara Region Public Health.

12. Consideration of By-laws:

No. 90 Moved by Councillor H. Wells
 Seconded by Councillor D. Kalailieff

That the following by-law be enacted and passed:

6788/37/20	Being a By-law to Regulate Open Air Burning in the City of Port Colborne and to Repeal By-Law No. 6280/106/15
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Recorded Vote:

Yes: Bruno, Danch, Kalailieff, Wells, Steele
 No: Bagu, Desmarais

CARRIED

No. 91 Moved by Councillor A. Desmarais
 Seconded by Councillor G. Bruno

That the following by-laws be enacted and passed:

6785/34/20	Being a By-law to Appoint a Treasurer and a Deputy Clerk
6786/35/20	Being a By-law to Amend By-law No. 89-2000, as Amended, Being a By-law regulating Traffic and Parking on City Roads (Nickel Street)
6787/36/20	Being a By-law to amend the Assessment Schedule, to Levy the Actual Costs incurred, for the Maintenance of Drainage Works known as the Lyons Creek Municipal Drain

6789/38/20	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 June 8, 2020
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CARRIED

13. Adjournment:

Mayor Steele adjourned the meeting at approximately 9:42 p.m.

William C. Steele
Mayor

Amber LaPointe
City Clerk

AL/cm



MAYOR'S REPORT
JUNE 8, 2020 COUNCIL MEETING

"Well, I don't know what will happen now. We've got some difficult days ahead. But it really doesn't matter with me now, because I've been to the mountaintop... And I've seen the Promised Land. I may not get there with you. But I want you to know tonight, that we, as a people, will get to the Promised Land." Martin Luther King Jr. In his last speech.

Tonight we stand united as a council and as a community denouncing unequivocally racism and discrimination.

We know that in Canada we have our own issues of discrimination based upon skin colour, ancestry, language, sexual orientation or the religion we practice.

We as a society need to always do better

We as a society must stand together with our brothers and sisters in peaceful protest to show our message of anti racism, anti hate and the right to justice for all.

Over the last few weeks I was proud to raise our new Age Friendly flag for senior's month and our Pride Flag honouring Pride month and our LGBTQ community.

Over this last weekend we witnessed 2 marches in Niagara that saw thousands of people gather peacefully and show support against racism and discrimination. As a member of Regional Council as well as Niagara's Police Services Board I was proud of how Canadians can show their support in such a peaceful manner. I thank Police Chief MacCulloch for his comment and I quote "I think it is important that we are here with the community, listening to the community and showing our support and solidarity.

As I opened with a quote from Dr. King- Tonight we as a Council will get to the Promised Land and do what ever we can to eliminate racism and discrimination for all.

COVID-19 UPDATE

Good evening and welcome to our third virtual council meeting.

I am here in the council chambers with our CAO Scott Luey, Clerk Amber LaPointe, Deputy Clerk Charlotte Madden and a member of Wee Stream who are live streaming this meeting for us. I would like to welcome our eight city councillors and various city directors who are each attending from home.

City Hall and almost all of our facilities remain closed to the public.

Staff have been working with members of our Emergency Operations Centre on recovery plans for a safe and gradual reopening once we get the go ahead from the Province of Ontario and our Emergency Operations Centre determines that it is safe to open our facilities to staff and members of the public.

In the meantime, we will continue to find new ways to deliver services to you.

We ask for your patience while we all work together for a safe and gradual return of services.

Activities that have reopened in Phase One

The provincial government remains in Phase One of its recovery plan. Some restrictions have been lifted allowing our municipality to reopen some amenities.

- Our marina reopened to existing customers.
- Our tennis/pickle ball courts reopened.
- The Elm Street leash free dog park is open.
- Our Library opened for curbside pickup.
- The Algoport Skateboard and BMX Park reopened.
- Cedar Bay/Centennial beaches continue to be open for passive use only – meaning you can walk the beach, not sit on the beach.

Parks remain open for passive use which includes:

- Shoreline fishing, including H.H. Knoll Lakeview Park
- Bringing a chair or blanket to relax in parks
- Kicking a ball, playing catch, flying a kite and other such activities with members of your own household
- Use of basketball and soccer nets with members of your own household at community parks (excluding the Vale Health & Wellness Centre/T.A. Lannan Sports Complex)
- Individual activities such as yoga or exercising provided not in a group or class

We are working on a plan to reopen the Farmers' Market and we will keep you advised as this moves forward.

On June 2nd the provincial government extended its emergency orders to June 30th. As such, we must still abide by restrictions limiting groups to no more than five people.

Anyone taking advantage of these spaces are to follow the best practices as outlined by Niagara Region Public Health to limit the spread of COVID-19 in our community.

These include frequent washing/sanitizing of hands, physical separation, avoid touching of shared surfaces and staying home if displaying symptoms or having been in contact with cases of the virus.

Organized sports are still restricted on municipal fields, given their necessity for gathering in groups.

At this time, park and outdoor amenities such as playground equipment, benches, outdoor fitness equipment, municipal beaches, washroom facilities, and the spray pad will remain closed.

By-law enforcement will continue to enforce gatherings larger than five people, dogs off-leash, and anyone using closed park amenities.

Curbside Pick-up

In order to support our local businesses with curbside deliveries, we have installed 15-minute curbside pick-up zone temporary signage in the downtown core for residents and visitors to use.

Since Main Street has no on-street parking, curbside pick up locations have been created in parking lots along Main Street.

Please watch for these signs when parking and be mindful they are there to help your local businesses.

Residents and visitors interested in supporting local businesses are also encouraged to visit <https://resilient.portcolborne.ca/> to learn which Port Colborne businesses are open and how they are adapting services.

Port Colborne businesses are also encouraged to visit this website to add their business and service offerings.

Public Health Statistics

Niagara Region Public Health continues to provide COVID-19 statistics as they relate to each municipality. They can be viewed on the Niagara Region website at their COVID-19 link.

Statistics for Port Colborne remain very low with no active cases as of last Friday, but we need to remain focused on proper precautions.

Celebrating June

We have faced a lot of uncertainty in the past months and June has brought us several reasons to celebrate.

June is Recreation and Parks Month. With the warmer weather here, the City is encouraging residents to enjoy some much-needed activity by getting outside to enjoy the current amenities open in Port Colborne. In celebration of recreation and parks month, the City of Port Colborne's parks and recreation division will be providing the community with a new opportunity each week throughout the month of June, encouraging residents to PORTicipate. Check out our website for this week's challenge and a chance to win a PORTicipate prize pack.

June is Pride Month and the City of Port Colborne participated in a virtual flag raising ceremony to celebrate with Pride Niagara and all residents of the Niagara Region. We are proud to be part of Team Pride Niagara.

June is Senior's Month. The City of Port Colborne has a large seniors population and we thank you for being part of our community. Remember to stay connected to our seniors.

Closing

In closing, we must remain vigilant in fighting this virus.

Our number one priority is the health and safety of our citizens as we begin a safe and gradual reopening of services and business activities. Please stay safe.