

**Request for Expression of Interest for
Agreement for Operation and/or Potential Development
of the Grain Terminal Property**

Request for Expression of Interest No.: **DS-01**

Issued: **June 27, 2024**

Submission Deadline: **August 1, 2024**

1. Introduction

The purpose of this Request for Expression of Interest (REI) is for the City of Port Colborne to assess the interest and capacity of outside parties for the operation and/or potential development of its Grain Terminal property.

We invite new, creative and/or innovative perspectives on how this prominent property on the shores of Lake Erie, Ontario, may best be operated and/or developed harmoniously with the industrial lands to the east, the adjacent marina, and residential lands to the west.

The Grain Terminal is a landmark, known as the “Shrinking Mill”, shrinks as you drive towards it from a western to eastern direction down Lakeshore Rd W.

The original elevator was constructed circa 1898, with additional buildings added in subsequent years. The Grain Terminal offers multi-modal transportation options with a dock wall for marine traffic, an active rail spur to the terminal, and an adjacent road for trucks. The location of the Grain Terminal on Lake Erie and at the south end of the Welland Canal allows for near year-round shipping to North American markets.

2. About the City of Port Colborne

Located on the south coast of the scenic Niagara region, the City of Port Colborne (the “City”) strives to provide our community with an exceptional small-town experience in a big way. Our sandy beaches, unique culinary scene, historic marine museum, Lighthouse Festival Theatre, state-of-the-art recreation facility, and world-class Sugarloaf Marina will draw you right in.

By day, try out our 26 km of trails, go fishing, play a round of golf, visit our historic shopping districts or head out and explore the Welland Canal. With a population of just over 20,000, we are the second-fastest growing city in the Niagara Region and our planning and building departments have never been busier.

Exceptional cities welcome exceptional partners, specifically when it comes to developing our city. Our commitment to supporting the community runs deep, and we want to work with investors who share our vision.

We value stakeholders who are not only dedicated to their bottom line but also to the well-being of the people and places where they operate. Together, we can create a synergy that transcends individual efforts and accomplishes remarkable things for those who need it most.

Our Mission

To provide an exceptional small-town experience in a big way.

Our Vision

A healthy and vibrant waterfront community embracing growth for future generations.

Our Corporate Values

Integrity: We interact with others ethically and honourably.

Respect: We treat each other with empathy and understanding.

Inclusion: We welcome everyone.

Responsibility: We make tomorrow better.

Collaboration: We are better together.

3. REI Process

The City will entertain creative options that are congruent with the City's mission, vision and values.

The issuance of this REI is not to be considered in any way a commitment by the City, nor as authority to potential respondents to undertake any work that could be charged to the City. This REI is not to be considered as a commitment to award contract(s) for the work described herein or issue subsequent processes.

Submission of a response to this REI or participation in a meeting is not intended to, nor does it, create any contractual or other legally binding obligation or duty, including any obligation or duty to accept or reject information, to enter into negotiations or decline to enter into or continue negotiations, or to award or decline to award a contract.

Participation in this REI and the submission of a response to this REI is not a pre-condition to participation in a subsequent commercial process, if any.

4. REI Timetable

Issue Date of REI	June 27, 2024
Optional Site Visits	July 11, 2024 at 2PM local time
Deadline for Questions	July 18, 2024 at 12PM local time
Deadline for Addenda	July 25, 2024 at 12PM local time
Submission Deadline	August 1, 2024 at 12PM local time

The REI timetable is tentative. It may be changed by the City at any time, and the City may choose to waive or extend the Deadline for Questions, Deadline for Addenda and/or the Submission Deadline.

Interested parties are required to register their email address with the REI Contact in order to receive subsequent correspondence (including addenda) as applicable.

It is also requested that respondents confirm their attendance for the Site Visit at least three (3) days before the date, and provide the name(s) of the person(s) who will attend. The City will confirm attendance of staff who join the Site Visit.

5. Background: Grain Terminal

The grain elevator in Port Colborne was constructed in 1898. There were several grain elevators constructed along Canada's waterfront during the same period that played a critical role in grain movement through the Great Lakes and to global markets.

Ownership of the grain terminal was transferred from the Canada Ports Corporation (CPC) to the City of Port Colborne on October 1, 1999. There was an option giving the CPC the right to purchase the grain terminal property for a period of thirteen years from the date of the original transfer agreement. This option expired on or about October 1, 2012.

This transfer was completed pursuant to CPC's National Marine Policy, which promoted and facilitated the transfer of regional and local ports to private interests "with a view to providing services that more cost effective, local operations that are more responsive to local needs, and levels of service that more closely match local demands."

The current lease with Parrish & Heimbecker (P&H) expires at the end of 2024. P&H has advised they are not in a position to renew the lease.

6. Information Requested

A proposal for operation and/or potential development is to include the following:

- **Vision** – Property vision ranging from short, mid and long-term, and how that vision supports the City in achieving its mission, vision, and corporate values.
- **Structure** – Agreement structure, land lease, land and building lease, purchase and sale.
- **Timing** – It is the City's preferred option to transition the property via lease or purchase and sale, no later than January 1, 2025.
- **Financials** – Any financial consideration to or commitments required from the City.
- **Acknowledgement** – The property will be subject to property taxes, water, wastewater and storm sewer fees. The property will be subject to all City by-laws, including but not limited to zoning, building, and development charges.
- **Statement of capacity** – Demonstrate the ability to achieve the desired vision within the structure and timing proposed. Examples of experienced successes.

7. REI Contact

For the purposes of this process, the REI Contacts will be Gary Long (gary.long@portcolborne.ca).

Respondents should direct any questions or request for additional information by email to both REI Contacts listed above and refer to “REI DS-01”.

8. Submission Instructions

8.1 Submission Location

Respondents are asked to submit their information and signed Respondent Submission Form in PDF format via email to Gary Long (gary.long@portcolborne.ca).

Email submissions should have the following subject line: “REI #DS-01”

Hard copy submissions may also be delivered to Procurement Services: 66 Charlotte Street, Port Colborne, ON L3K 3C8

8.2 Timing of Submission

Submissions should be submitted at the location set out above on or before the Submission Date.

8.3 Requested Information

Responses should include a completed and signed Respondent Submission Form (Appendix A) that acknowledges, among other things, that this REI and any respondent submissions will not create a legal relationship or obligation.

Appendix A – Respondent Submission Form

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the REI process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Terms of Reference

In responding to this REI, the respondent acknowledges its acceptance of the following REI Terms of Reference:

a. REI Not a Formal Competitive Bidding Process

This REI is issued for information-gathering purposes and is not intended to be a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this REI will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process or open tendering process, and does not constitute a commitment by the City to enter into an agreement.

b. REI Not to Limit the City's Pre-existing Rights

This REI will not limit any of the City's pre-existing rights. Without limiting the generality of the foregoing, the City expressly reserves the right, at its discretion, to:

- (i) seek subsequent information or initiate discussions with any potential party, including potential parties that did not respond to this REI;
- (ii) initiate direct negotiations with any potential party, regardless of whether the potential party or parties responded to this REI;
- (iii) contact a limited number of potential parties, which may include only those that responded to this REI or may include potential parties that did not respond to this REI;
- (iv) elect not to proceed with an agreement that is the subject of this REI.

These expressly reserved rights are in addition to any and all other rights of the City that existed prior to the issuance of this REI.

c. Financial Information for General Information Purposes Only

Any financial information provided by respondents is for general information purposes and is not intended to be binding on respondents. Any legally binding agreements will be established through the execution of a written agreement(s).

d. Accuracy of Responses

The respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate.

e. Information in REI Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the REI or issued by way of addenda. Any quantities shown or data contained in this REI, or provided by way of addenda, are estimates provided only as general background information.

f. Parties to Bear Their Own Costs

The City will not be liable for any expenses incurred by a respondent, including the expenses associated with the cost of preparing responses to this REI. The parties will bear their own costs associated with or incurred through this REI process, including any costs arising out of, or incurred in, (i) the preparation and issuance of this REI; (ii) the preparation and making of a submission; or (iii) any other activities related to this REI process.

g. Submissions Will Not Be Returned

Except where set out to the contrary in this REI or expressly requested in the respondent's submission, the submission and any accompanying documentation provided by a respondent will not be returned.

h. Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this REI either before or after the issuance of this REI (i) is the sole property of the City and must be treated as confidential; (ii) is not to be used for any purpose other than replying to this REI; and (iii) must not be disclosed without prior written authorization from the City.

The respondent may not at any time directly or indirectly communicate with the media in relation to this REI without first obtaining the written permission of the City.

i. Disclosure of Information

The respondent consents to the City collection of information as contemplated under the REI for the uses contemplated under the REI. Respondents should not include information in their response that is proprietary or confidential.

Information provided by a respondent may be released in accordance with governing laws. To the extent that a respondent does include confidential or proprietary information, the respondent should identify any information in its submission, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except where an order by a tribunal or court requires the City to do otherwise.

The respondent consents to the disclosure, on a confidential basis, of this submission by the City to advisers retained by the City for the purpose of reviewing this submission.

The respondent acknowledges that the City may make public the name of any and all respondents.

j. Governing Law

This REI process will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

Signature of Witness

Signature of Respondent
Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

Appendix A – Grain Terminal Site Plan



Grain Terminal Site is identified in red lined arena

Appendix B – Grain Terminal Capabilities

210 Active Bins – Approx. 60,000 tons
Terminal is capable of doing vessel, truck, and rail

Rail

- Track siding is good for 15 empty or full cars
- Loading – 20 rail cars per day
- Unloading – 14 rail cars per day
- Fall arrest system for opening lids
- Track weight limitation only allows to load 90 tons on a rail car (close to max.)

Vessel

- Load with 2 automated shipping spouts
- Max loading at 1200 tons per hour
- Unload at 750 tons per hour
- Can clam unload off vessels but this hasn't occurred in years
 - Hoppers in place need a conveyor

Obstacle – Water depth at dock is 23.2 ft.

Truck

- Inbound and outbound scales
- Automated grain grading prob
- 4 unloading hoppers
- Unload truck in 10 minutes
- 9 overhead bins for loadout shipping and all are manual open

Obstacle – Grading time on scale; plan was proposed to add additional kiosks

Product Movement

- Moves 50 tons in 10 minutes = 300 tons in one hour
- Main House Basement has 7 belts and 7 lofters
- Basement loaders are all manual and not automated
- Annex Basement has 4 belts
- Main house Distribution Floor has 5 belts – 4 of the belts have automated loaders
- Main house Distribution Floor has automated turn heads on automated loader belts
- Annex Distribution Floor has 3 belts – All manual loaders
- Scale floor has 14 scales for 7 lofters
- 3 of the lofters are still rope drive and not direct
- All bins are manual open
- 90% of bins have temperature cables and a semi-automated system to check weekly

- Dust system on all belts that go to an overhead bin for disposal
- Cleaning machine for all grain products at 50 tons/hour average

Power Factor Management

- Runs the lofters at a max of 65 amps
- Runs the facility at 650 kilowatts (max) – Exception is when loading/unloading vessels or during peak truck times at harvest

Employees

- 7 full time employees and 1 management
- 1 retired employee who will help out if needed
- Employees are unionized – United Steel Workers
- Employees have fumigation licenses and perform all product and facility fumigation