



SPECIAL COUNCIL MEETING

Tuesday, August 10, 2021

Due to COVID-19 and the closure of the Civic Square

All Electronic Meetings can be viewed at:

City of Welland website: <https://www.welland.ca/Council/LiveStream.asp>

1. COMMITTEE-OF-THE-WHOLE (IN-CAMERA) (5:00 p.m.)

(See yellow tab)

- Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
 - *Aqueduct - Legal Update.*
 - *Dain City Rain Event.*
- Proposed or pending acquisition or disposition of land by the municipality or local board;
 - *Northern Reach Update.*
 - *Declaring Surplus Lands.*
 - *Agreement of purchase and sale for surplus city owned lands municipally known as 469 Rice Road (former Soccer Club Lands).*
- Receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose:
 - *Elite - TO2015 Construction - Facility & Tower Update.*
- Personal matters about an identifiable individual, including municipal or local board employees and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
 - *Group Home - 309 Beatrice Street.*
- A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization:
 - *Lease - WMHA at Main Arena.*
- Personal matters about an identifiable individual, including municipal or local board employees;
 - *Crossing Guards Update.*

2. ARISE FROM COMMITTEE-OF-THE-WHOLE (IN-CAMERA) (7:00 p.m.)

3. OPEN SPECIAL COUNCIL MEETING FOLLOWING COMMITTEE-OF-THE-WHOLE (IN-CAMERA)

3.1 ADDITIONS/DELETIONS TO AGENDA

3.2 ADOPTION OF MINUTES

Regular Council Meeting of July 6, 2021 *(Previously Distributed)*.



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- 3.3 CALL UPON THE CITY CLERK TO REVIEW COMMITTEE-OF-THE-WHOLE ITEMS (IN-CAMERA) TO BE ADDED TO BLOCK
 - 3.4 DISCLOSURES OF INTEREST
 - 3.5 COUNCILLORS TO DETERMINE AGENDA ITEMS AND BY-LAWS TO BE REMOVED FROM BLOCK FOR DISCUSSION IN COMMITTEE-OF-THE-WHOLE (OPEN) (See pink tab)
4. ORAL REPORTS AND DELEGATIONS
- 4.1 DELEGATION(S) (maximum 5/10/5 policy) - Nil
 - 4.2 AGENCIES, BOARDS, COMMISSIONS AND COMMITTEES REPORT(S) - Nil
 - 4.3 LEGISLATED PUBLIC HEARINGS PURSUANT TO THE *PLANNING ACT*
 - 21-86** Complete Applications have been made by UPPER CANADA CONSULTANTS on behalf of MOUNTAINVIEW HOMES (NIAGARA) LTD. for Draft Plan of Vacant Land Condominium Approval and to rezone lands legally described as Block 2 of Plan 59M-472 Geographic Township of Thorold now in the City of Welland, Regional Municipality of Niagara known municipally as 89 West Creek Court from Residential Medium Density (RM) and Institutional Health and Wellness (INSH) to Site Specific Residential Medium Density (RM), Site Specific Institutional Health and Wellness (INSH) and Environmental Protection (EP). The purpose of the Site Specific Residential Medium Density (RM) and Site Specific Institutional Health and Wellness (INSH) Zone is to: permit block townhouse dwellings across the entirety of the subject lands; establish a definition for block townhouses; provide site specific provisions for rear yard setbacks; allow decks, covered or uncovered to project a maximum of 3.75 metres into the required rear yard, provided said deck is not higher than 1.5 metres above grade; to eliminate the required 0.3 metre increase in width for obstructed parking spaces in private garages; and, to permit the required parking for block townhouses between the façade of the building and the private roadway. Application for Draft Plan of Vacant Land Condominium 26CD-14-21005) was submitted in conjunction with this application. (P&B-2021-39 Pages 127 to 131)



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21-108 Complete applications have been submitted by BETTER NEIGHBOURHOODS DEVELOPMENT CONSULTANTS on behalf of IDRAKOTH LTD. for Official Plan Amendment (OPA No. 36) and to rezone lands legally described as PT TWP LT 229 & 230, Former City of Thorold, Parts 3, 4 on 59R-1742 and Parts 1 & 2 on 59R-2895, S/T RO345094, S/T RO357411, S/T RL734059, S/T RO778444; PCL 229-3 Sec 59 Thorold; Part 3 on 59R-2784; S/T easement in favour of Welland Hydro-Electric System Corp. over Part 1 Plan 59R-11677 & Parts 5, 6, 7, 8 & 9 on Plan 59R-8977 as in SN19072; PCL F- 2 SEC M75; BLK F PL M75 except Part 1 on 59R-2986; S/T LT16884; PCL G-1 SEC M75; BLK G PL M75 except Part 1 on 59R-4566, City of Welland, municipally known as 800 Niagara Street. Request has been made for Zoning By-law Amendment to Rezone the north-east portion of the lands from Site Specific Regional Shopping Node (RS-73) to Site Specific Residential Medium Density (RM) and Site Specific Residential High Density (RH). The proposed Site Specific Amendments create two separate Site Specific Residential Medium Density Zones and two Site Specific Residential High Density zones. The Site Specific Amendments propose to: increase the maximum permitted height (3.5 storeys, 8 storeys, 20 storeys, and 30 storeys; allow for additional permitted uses; and amend the yard setback provisions. Official Plan Amendment (OPA No. 36) has been submitted in conjunction with the subject application. (P&B-2021-41 Pages 137 to 162)

4.4 PRESENTATION(S)

21-13 Edward Zahra, Transit Manager and Eric Czerniak, IBI Group re: New Transit Operations Facility.
(Background information included in Council members packages).

5. COMMITTEE-OF-THE-WHOLE (OPEN)
(to discuss items removed from Agenda Block)

6. BY-LAWS (SEE AGENDA INDEX)

7. CONFIRMATORY BY-LAW

A By-law to adopt, ratify and confirm proceedings of the Council of the Corporation of the City of Welland at its meeting held on the 10th day of August, 2021. Ref. No. 21-1

8. ADJOURNMENT



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AGENDA BLOCK

1. BUSINESS ARISING FROM MINUTES, PREVIOUS MEETINGS AND OTHER ITEMS REFERRED FROM COUNCIL FOR DISCUSSION - Nil

2. COMMITTEE AND STAFF REPORTS

1. Business Arising from Committee-of-the-Whole (closed)

2. General Committee Report to Council - Nil

3. Budget Review Committee Report to Council - Nil

4. Staff Reports

1 - 9	<u>CAO-2021-11</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Stop 19 - Recreational Trail Improvements. Ref. No. 21-19 (See By-law 1)
10 - 22	<u>FIN-2021-21</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Tangible Capital Assets Policy. Ref. No. 10-77 (See By-law 2)
23 - 78	<u>FIN-2021-23</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - 2020 Consolidated Financial Statements. Ref. No. 21-4
79 - 81	<u>FIN-2021-24</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Continuation of Multi-Year Contract for General Insurance: Municipal Insurance Coverage for duration of July 1, 2021 through June 30, 2022. Ref. No. 21-45
82 - 83	<u>TRANS-2021-06</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Expedited Service Level Increase. Ref. No. 21-13



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84 - 85	<u>TRANS-2021-07</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Expanded Transit Terminal Hours. Ref. No. 21-13
86 - 94	<u>TRANS-2021-08</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Renewal of UPASS Agreement for Brock University Students' Union. Ref. No. 21-13 (See By-law 3)
95 - 117	<u>TRANS-2021-09</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Nova Bus Purchases through the Transit Joint Procurement Agreement. No. 21-13 (See By-law 4)
118 - 126	<u>TRANS-2021-10</u>	CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Transit Operations Facility Update. Ref. No. 21-13.
127 - 131 Remove From Block	<u>P&B-2021-39</u>	Director of Planning & Development Services, G. Munday - Application for Zoning By-law Amendment (File No. 2021-06) and Draft Plan of Vacant Land Condominium (File No. 26CD-14-21005) submitted by Upper Canada Consultants on behalf of Mountainview Homes (Niagara) Ltd. For lands located on the east side of South Pelham Road, north of Webber Road, and west of Clare Avenue, legally described as Block 2, 59M-472, Geographic Township of Thorold, now in the City of Welland, Regional Municipality of Niagara, municipally known as 89 West Creek Court. Ref. No. 21-86
132 - 136	<u>P&B-2021-40</u>	Director of Planning & Development Services, G. Munday - Community Improvement Plan Incentive Applications - Quarterly Summary Report for Second Quarter of 2021. Ref. No. 11-108
137 - 162 Remove From Block	<u>P&B-2021-41</u>	Director of Planning & Development Services, G. Munday - Application for Official Plan Amendment (File No. 2021-07) submitted by Better Neighbourhoods Development Consultants on behalf of Idrakoth Ltd. for lands municipally known as 800 Niagara Street. Ref. No. 21-108
163 - 187	<u>P&B-2021-42</u>	Director of Planning & Development Services, G. Munday - Niagara Region Grants and Incentives Review. Ref. No. 21-109
188 - 192	<u>ENG-2021-17</u>	Director of Infrastructure Services, SM. Millar - 2021 Road Rehabilitation Part 2. Ref. No. 21-66 (See By-law 5)
193 - 198	<u>ENG-2021-18</u>	Director of Infrastructure Services, SM. Millar - Storm Event - Storm Event July 17, 2021. Ref. No. 21-111



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- | | | |
|------------------|-------------------------------|--|
| 199 - 202 | <u>CLK-2021-19</u> | City Clerk, T. Stephens - In-Person and Hybrid Council Meetings. Ref. No. 02-160 |
| 203 - 209 | <u>TRAF-2021-38</u> | Director of Planning & Development Services, G. Munday - Update to Traffic and Parking By-law 89-2000. (See By-law 6). Ref. No. 21-22 |
| 210 - 212 | <u>EDO-2021-05</u> | CAO/Director of Corporate Services, Chief Financial Officer/Treasurer, S. Zorbas - Agreement of Purchase and Sale for surplus city owned lands municipally known as 469 Rice Road (Former Soccer Club Lands). Ref. No. 04-152 (See By-law 7) |
| 213 - 248 | <u>P&B-2021-43</u> | Director of Planning & Development Services, G. Munday - Regulation of Cannabis Production Facilities. Ref. No. 18-87 |

3. NEW BUSINESS

- 249**
1. Peter Julian, MP, New Westminster - Burnaby re: Seeking endorsement for Motion M-84 Anti-Hate Crimes and Incidents & Private Member's Bill C-313 Banning Symbols of Hate Act. Ref. No. 21-103

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information and supports the correspondence from the MP of New Westminster - Burnaby dated June 17, 2021 regarding seeking endorsement for Motion M-84 Anti-Hate Crimes and Incidents & Private Member's Bill C-313 Banning Symbols of Hate Act.

- 250 - 269**
2. Joshua Diamond, Water Quality Specialist re: Niagara Peninsula Conservation Authority re: Water Quality Monitoring Program Summary Report for the Year 2020. Ref. No. 21-104

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information and supports the correspondence from the Niagara Peninsula Conservation Authority regarding Water Quality Monitoring Program Summary Report for the Year 2020.

- 270 - 271**
3. Ann-Marie Norio, Regional Clerk, Region of Niagara re: Motion - 16 Days of Activism Against Gender-Based Violence. Ref. No. 21-105

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information the correspondence from the Region of Niagara dated July 19, 2021 regarding Motion - 16 Days of Activism against Gender-Based Violence.



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- 272 - 273** 4. Michel Gauthier, Executive Director, Canadian Garden Council re: Request to declare 2022 Year of the Garden. Ref. No. 21-6

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND declares "2022 Year of the Garden" in the City of Welland.

- 274 - 278** 5. Grant Bivol, NPCA Clerk/Board Secretariat, Niagara Peninsula Conservation Authority re: Report No. FA-45-2021: Compliance and Enforcement 2021 Q2 Statistics. Ref. No. 21-106

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information the correspondence from the Niagara Peninsula Conservation Authority dated July 28, 2021 regarding Report No. FA-45-2021: Compliance and Enforcement 2021 Q2 Statistics.

- 279 - 280** 6. Grant Bivol, NPCA Clerk/Board Secretariat, Niagara Peninsula Conservation Authority re: Resolution No. FA-147-2021: Global decline in the pollinator species. Ref. No. 21-107

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information and supports the correspondence from the Niagara Peninsula Conservation Authority dated July 22, 2021 regarding Resolution No. FA-147-2021: Global decline in the pollinator species.

- 281 - 282** 7. Rebecca Eaton, Resident re: Request an exemption to By-law 2012-11: Regulation and Control of Cats; Ref. No. 11-94

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information the request for an exemption to By-law 2012-11; the regulation and control of cats; and further

THAT Welland City Council authorizes an exemption to By-law 2012-11 to allow for 7 cats at 424 McAlpine Avenue North.



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4. BY-LAWS

MAY BE VIEWED IN THE CLERK'S DIVISION PRIOR TO THE MEETING IF DESIRED.

1. A By-law to authorize entering into contract with Circle P. Paving Inc. for the Stop 19 Recreational Trail Improvements. Ref. No. 21-19
(See Report CAO-2021-11)
2. A By-law to amend By-law 2010-48, being a By-law to Establish and Adopt a city policy governing Tangible Capital Assets. Ref. No. 10-77
(See Report FIN-2021-21)
3. A By-law to authorize entering into a service agreement with the Regional Municipality of Niagara and Area Municipalities (Niagara Falls, Fort Erie and Port Colborne) for Public Transit Services for Brock University Students (U-PASS Program).
Ref. No. 21-13
(See Report TRANS-2021-08)
4. A By-law to authorize bus purchases from Nova Bus (Metrolinx Joint Procurement Initiative). Ref. No. 21-13
(See Report TRANS-2021-09)
5. A By-law to authorize entering into contract with Rankin Construction Inc. for the 2021 Road Rehabilitation (Part 2). Ref. No. 21-66
(See Report ENG-2021-17)
6. A By-law to amend By-law 89-2000, being a By-law Regulating Traffic and Parking within the City of Welland (Schedules I, V, XVII). Ref. No. 21-22
(See Report TRAF-2021-38)
7. A By-law to authorize acceptance of an offer from Schout Corporation for sale of 31.59 acres of vacant city-owned land municipally known as 469 Rice Road.
Ref. No. 04-152
(See Report EDO-2021-05)
8. A By-law to amend By-law 2018-49, being a By-law to appoint Municipal Weed Inspectors for the Corporation of the City of Welland; and to amend By-law 2018-50, being a By-law to appoint Municipal Law Enforcement Officers for the Corporation of the City of Welland. Ref. No. 21-22/21-23
(Housekeeping By-law for appointment of officers)

COUNCIL
OFFICE OF THE CAO
PARKS & FACILITIES DIVISION

APPROVALS
DIRECTOR
CFO
CAO

21-19

REPORT CAO-2021-11
AUGUST 10, 2021

SUBJECT: STOP 19 – RECREATIONAL TRAIL IMPROVEMENTS

AUTHOR: PETER BOYCE, MANAGER, PARKS, FACILITIES & CANAL LANDS

APPROVING DIRECTOR: STEVE ZORBAS, CAO

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND approves the award to Circle P Paving the provision of Stop 19 – Recreational Trail Improvements; and further

THAT Welland City Council approve staff recommendation that the shortfall of \$74,760.57 be funded by the Capital Surplus Reserve; and further

THAT Welland City Council directs the City Clerk to prepare all necessary and appropriate by-laws to enter into a contract with Circle P Paving.

ORIGIN AND BACKGROUND:

The need for asphaltting the Stop 19 Trail from Thorold Road to the Pelham Border was identified in the 2021 Capital Budget process. The plan was to apply for grants to fund the project, so no funds were included in the budget. With this inclusion in the budget, conceptual planning was done, and solutions discussed in spring of 2021. Layout plans were developed and tendering of the project completed.

COMMENTS AND ANALYSIS:

The City of Welland issued Stop 19 – Recreational Trail Improvements competitively on Bidding on June 30, 2021. On July 26, 2021, the tender closed and the City of Welland received bids from the following seven vendors:

1. Brennan Paving
2. Circle P Paving
3. CRL Campbell
4. Stevensville Lawn
5. Stonecast Contracting
6. Touchstone Site Contractors
7. Walker Construction

FINANCIAL CONSIDERATION:

Staff recommend awarding Circle P Paving the tender as being the lowest bidder and compliant. The bid amount, inclusive of City tax, is \$480,492.66.

Bidder	Bid Amount
Brennan Paving	\$ 583,751.00
Circle P Paving	\$ 472,182.25
CRL Campbell	\$ 746,967.00
Stevensville Lawn	\$ 700,868.00
Stonecast Contracting	\$ 613,290.00
Touchstone Site Contractors	\$ 553,150.00
Walker Construction	\$ 581,420.00

The project will be funded by the Thorold Road to Woodlawn - Capital Project: 10-410-21409. The project funding will be covered in part by the successful grant application through the ICIP-Covid-19 Resiliency fund of \$377,814 and the Bicycle Facilities Grant of \$50,000 through Niagara Region.

The total project cost including design fees of \$22,081.92 brings the total of the project to \$502,574.57 (inclusive of City tax).

Staff are recommending that the shortfall of \$74,760.57 be funded by the Capital Surplus Reserve.

OTHER DEPARTMENT IMPLICATIONS:

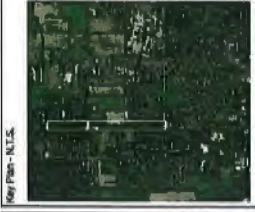
Reviewed and supported by Community Services Department.

SUMMARY AND CONCLUSION:

Staff recommend awarding Circle P Paving the tender for a cost of \$480,492.66 for the Stop 19 – Recreational Trail Improvements.

ATTACHMENTS:

Appendix 1 – Stop 19 Recreational Trail Improvements



Key Plan - A1.S

LEGEND - EXISTING CONDITIONS

	DATE OF MOST RECENT LAND USE, MODIFIED OR APPROVED ZONING
	EXISTING TRAIL CENTERLINE
	EXISTING TRAIL CENTERLINE
	EXISTING TRAIL STATION POINT PROVIDED FOR REFERENCE
	EXISTING GROUNDLINE TRAIL, PROPOSED FOR REMOVAL, COPY TO BE FILED FOR REMOVAL COPY

NOTES TO DRAWING SHEET 04/16/2014

1. SEE SHEET 04/16/2014 FOR TRAIL CENTERLINE
2. SEE SHEET 04/16/2014 FOR TRAIL CENTERLINE
3. SEE SHEET 04/16/2014 FOR TRAIL CENTERLINE



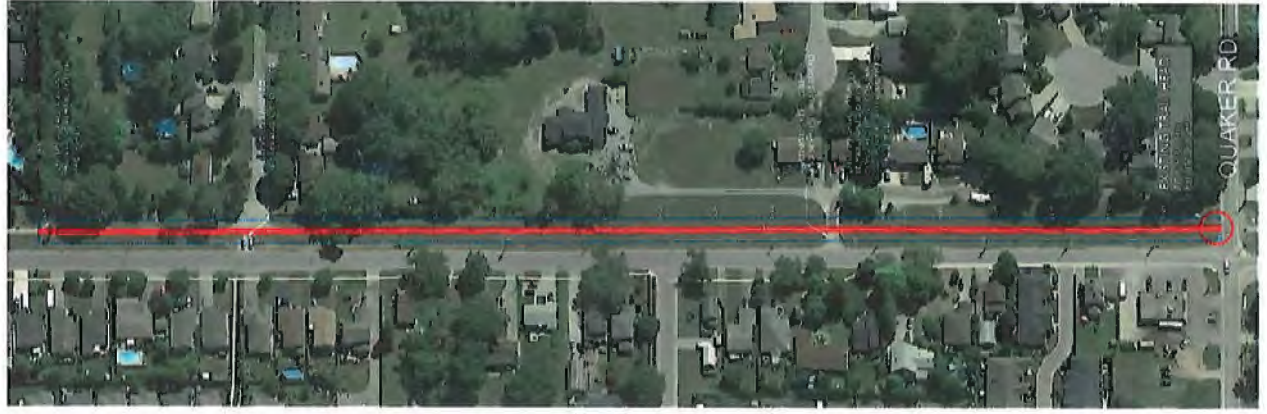
the mihw group
 CONSULTANTS
 11111 WOODLAWN RD, SUITE 100
 WESTLAND, MI 48090
 TEL: 313.486.1111
 WWW.THEMIHWGROUP.COM

STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
 2014-2015
 PROJECT NO. 19-001
 DATE: 04/16/2014

EXISTING CONDITIONS PLAN

DATE: 04/16/2014	SCALE: 1"=100'	PROJECT NO.: 19-001	SHEET NO.: EX-2
DRAWN BY: JLD	CHECKED BY: JLD	DATE: 04/16/2014	PROJECT NO.: 19-001

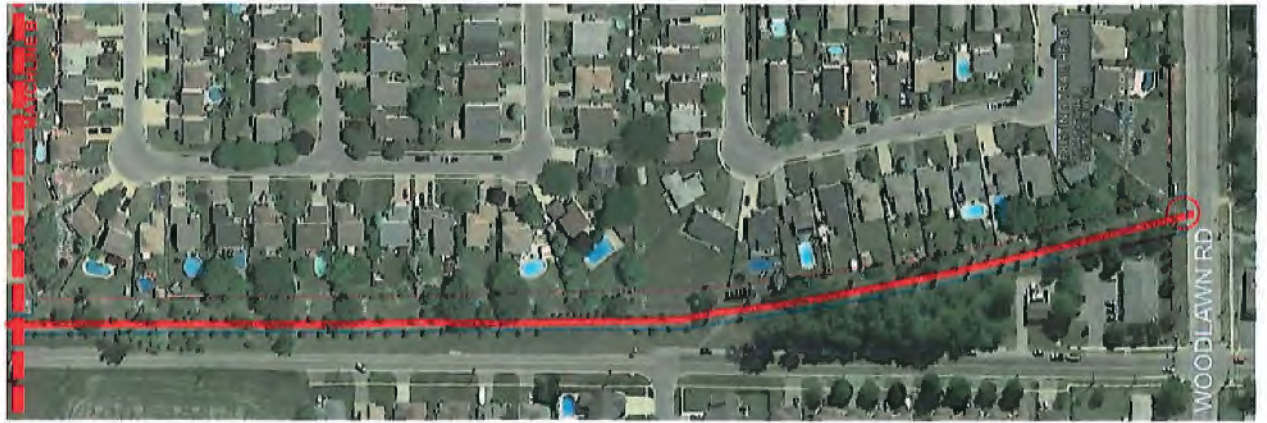
STEVE BAUER TRAIL
 QUAKER TO END
 APPROX LENGTH 0.70 MI



STEVE BAUER TRAIL
 WOODLAWN TO QUAKER
 APPROX LENGTH 0.35 MI

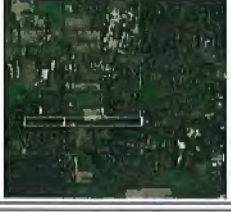


STEVE BAUER TRAIL
 WOODLAWN TO QUAKER
 APPROX LENGTH 0.35 MI





Map Plan - A1.1.S



LEGEND - LAYOUT

	LIMIT OF WORK (ORIGINAL LAYOUT, MODIFIED OR APPROVED EQUALLY)
	EXISTING FENCE LINE
	EXISTING TRAIL CENTERLINE
	PROPOSED TRAIL BRANCH POINT PROPOSED FOR FUTURE USE
	PROPOSED AGENCY TRAIL

NOTE
 1. REFER TO DRAWINGS 1.1 FOR GENERAL NOTES AND LAYOUT AND DRAWING NOTE.

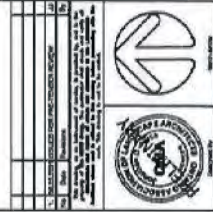
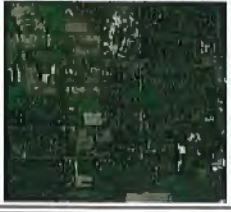
DATE	DESCRIPTION



STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
 City of Westland

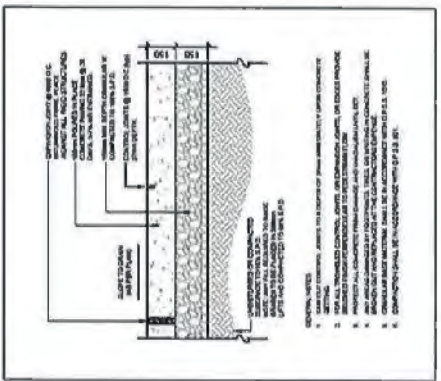
LAYOUT PLAN

DATE	BY	SCALE	SHEET NO.

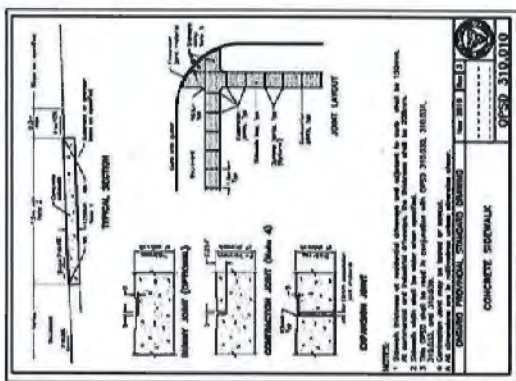


STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
 City of Midland

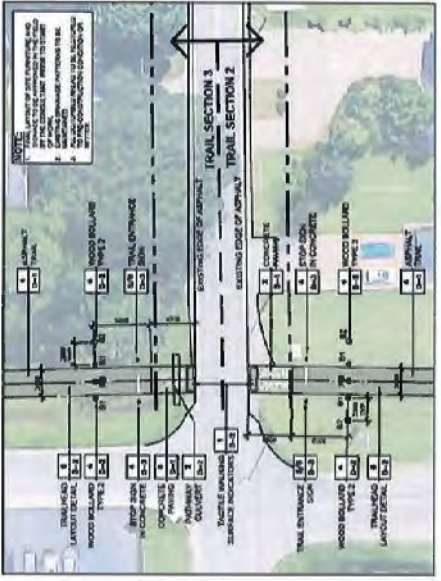
Project Name	STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
Client	City of Midland
Scale	AS NOTED
Sheet No.	D-1



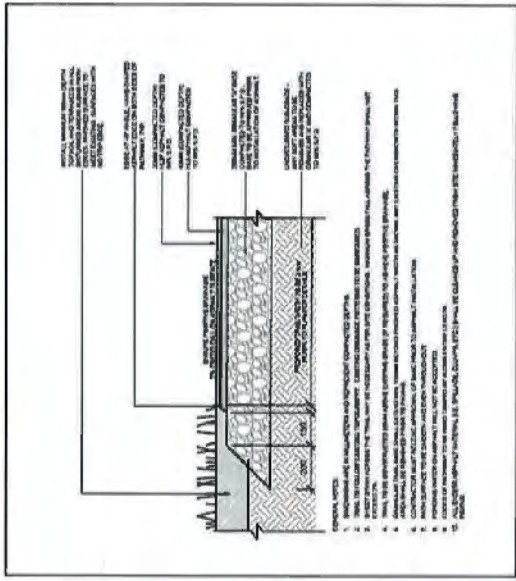
5 CONCRETE PAD



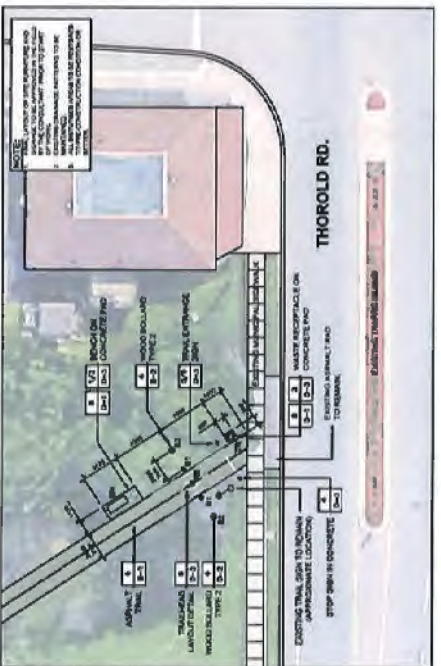
6 CONCRETE SIDEWALK



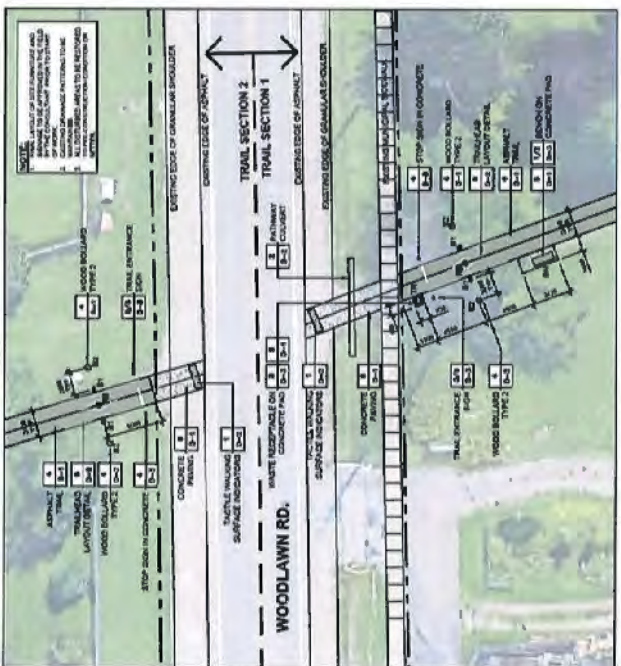
3 PROPOSED TRAILHEAD - QUAKER ROAD



4 ASPHALT TRAIL



1 PROPOSED TRAILHEAD - THOROLD ROAD



2 PROPOSED TRAILHEAD - WOODLAWN ROAD

10/17/2018 - N.E.S.



1	DATE	10/17/2018
2	BY	N.E.S.
3	FOR	STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
4	PROJECT	STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
5	CLIENT	City of Niagara
6	SCALE	AS SHOWN
7	PROJECT NO.	18-001
8	SHEET NO.	D-2

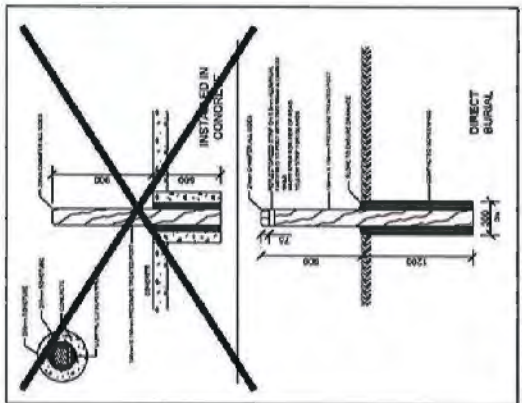
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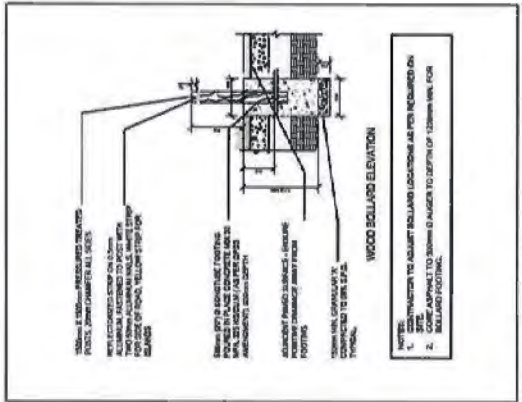
for mshw group
 1000 Niagara Falls Blvd., Niagara Falls, NY 14304
 Phone: 716.285.1100
 Fax: 716.285.1101
 Email: info@mshwgroup.com

STOP 19 - RECREATIONAL TRAIL IMPROVEMENTS
 RECREATIONAL TRAIL
 City of Niagara

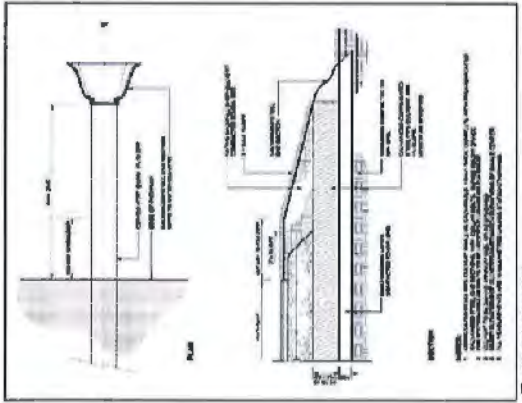
DETAILS



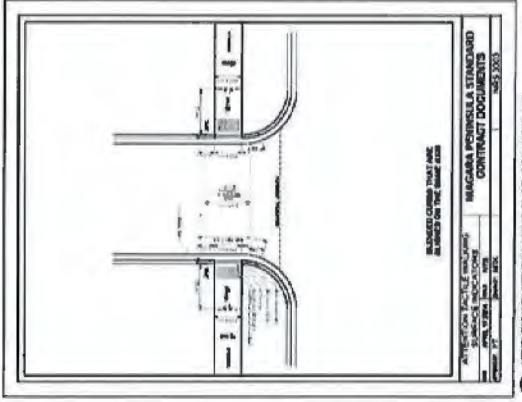
4 WOOD BOLLARD - TYPE 2



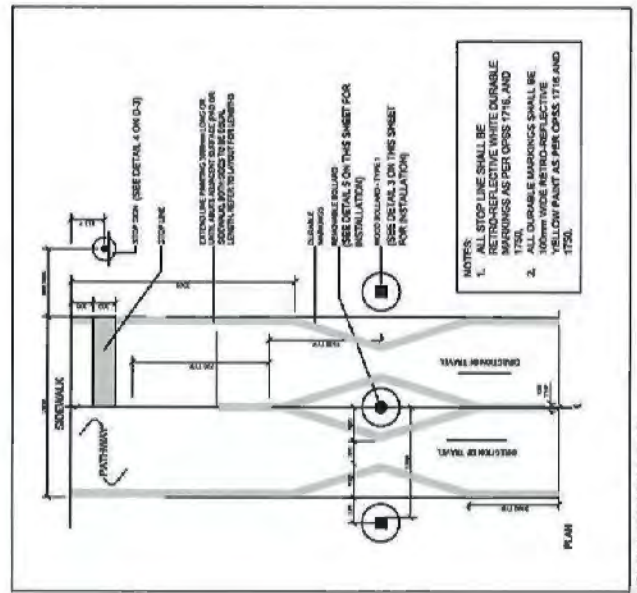
3 WOOD BOLLARD - TYPE 1



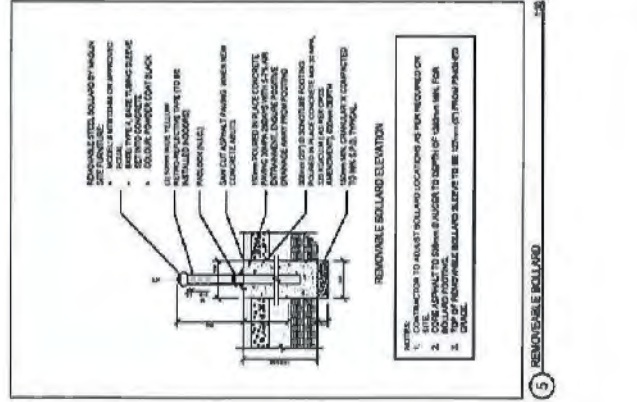
2 PATHWAY COLLIER



1 ATTENTION TACTILE WALKING SURFACE INDICATORS





5 TRAILHEAD LAYOUT DETAIL



5 REMOVABLE BOLLARD

SPECIAL COUNCIL
CORPORATE SERVICES
FINANCE DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

10-77

REPORT FIN-2021-21
AUGUST 10, 2021

SUBJECT: TANGIBLE CAPITAL ASSETS POLICY

**AUTHOR: ELIZABETH PANKOFF, MBA, CPA, CGA,
MANAGER OF BUDGETS AND FINANCIAL
REPORTING/DEPUTY TREASURER**

**APPROVING DIRECTOR: STEVE ZORBAS, CPA, CMA, B.Comm, DPA,
CAO / DIRECTOR, CORPORATE SERVICES / CHIEF FINANCIAL
OFFICER / TREASURER**

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND approves the amendments to the Tangible Capital Assets Policy as outlined in Report FIN-2021-21; and further

THAT Welland City Council directs the City Clerk to amend By-Law 2010-48 – Establish & Adopt a City policy governing Tangible Capital Assets.

ORIGIN AND BACKGROUND:

The Canadian Institute of Chartered Accountants (CICA) establishes accounting standards in Canada. It has a separate board to address the accounting and financial reporting standards for the public sector – the Public Sector Accounting Board (PSAB). Standards are developed to provide a minimum level of performance and facilitate comparisons.

In 2002, the CICA released a research report *Accounting for Infrastructure in the Public Sector*. The study concluded that while there are benefits to providing information about infrastructure, there is a significant gap between the financial information local councils need to manage their infrastructure and the information they currently receive. There was a need for information about the inventory/stock, use, and condition of its infrastructure. The study looked at how financial statements could help fill the financial information gap.

As a result, PSAB Section 3150 was issued as a step to fill the gap regarding accounting for tangible capital assets (TCA). It was adopted in June 2006 and required that all municipalities report their TCA in their 2009 financial statements. Municipalities that do not comply with these PSAB changes will receive a qualified audit report.

COMMENTS AND ANALYSIS:

The purpose of this report is to recommend amendments to the Tangible Capital Asset policy as the policy has not been revised since April 2010. Staff is recommending a few changes to streamline recording and tracking of assets. The identification, recording and managing of TCA will not change. The summary of changes are identified below:

SUMMARY OF CHANGES – TANGIBLE CAPITAL ASSETS POLICY	
<u>Section(s)</u>	<u>Amendments to Policy</u>
<u>Scope:</u> (Updated wording as policy applies to the City of Welland.)	This policy applies to all tangible capital assets owned, purchased, constructed by the City of Welland (the City) or donated to the City by other governments and non-governmental parties. This policy applies to all City departments.
2.1 Thresholds and Pooling (Change in threshold amount and Asset Class pooling.)	Standardized thresholds to \$50,000 except for land. All land will be capitalized regardless of its cost. See Appendix A
2.2 Work-in-process (Revised process in recognizing Work-in-Process)	Assets that do not meet capital threshold will be expensed as constructed.
2.3 Capital Leases (Updated terminology.)	Capital leases are recorded as both a TCA and liability on the Statement of Financial Position.
3.1 Component Approach (Change in threshold amount.)	Where the individual component: a) can be valued separately and is of a material value, (greater than \$50,000);
4 Betterments versus Maintenance (Revised wording to provide a better understanding of what constitutes a Betterment.)	Betterments 4. A betterment is an expenditure made to City owned assets. Betterments are expenditures relating to the full replacement of an existing asset or part of an asset once the original asset reaches the end of its useful life. 4.1 Betterments need to meet the capitalization threshold.

SUMMARY OF CHANGES – TANGIBLE CAPITAL ASSETS POLICY	
<u>Section(s)</u>	<u>Amendments to Policy</u>
	<p>4.2 A betterment expenditure adds to the useful life of an asset once the original useful life has been attained. A repair & maintenance expenditure allows or assists to attain the original useful life. A betterment cost is capitalized and a repair & maintenance cost is expensed in the statement of operations.</p> <p>4.3 When recording a betterment, the cost of the betterment should not be added to the original cost of the asset, rather it will be set up as its own standalone asset with a full or partial disposal processed against the original existing asset when the betterment occurs.</p> <p>4.4 Examples of betterments that should be capitalized include: replacing entire roof, replacing entire HVAC systems, building new offices within an existing building, major parking lot asphalt resurfacing. Examples of modifications that would generally not be capitalized are items such as a minor or partial resurfacing of a parking lots or partial roof replacements.</p>
<p>5.2 Interest & Carrying Charges (Clarify the difference between administrative cost and interest charges.)</p>	<p>The City will capitalize the administrative costs associated with raising any debt required to finance the acquisition of the TCA. However, the City will not capitalize any interest charges paid associated with the debt financing.</p>
<p>5.4 Acquisition Date (Included the Manager of Capital and Payables.)</p>	<p>5.4 Acquisition Date Where the asset is not acquired through the normal purchasing function or is completed in stages, the acquisition date and all pertinent information regarding the TCA acquisition must be communicated in writing to the Deputy Treasurer, Manager of Budgets and Financial Reporting, or the Manager of Capital and Payables before year end.</p>

SUMMARY OF CHANGES – TANGIBLE CAPITAL ASSETS POLICY	
<u>Section(s)</u>	<u>Amendments to Policy</u>
8 Surplus Assets & Disposals (Streamline Surplus & Disposal process and to include the Manager of Capital and Payables.)	All TCA redeployments, disposals and removals from service must be communicated in writing to the Deputy Treasurer, Manager of Budgets and Financial Reporting, or the Manager of Capital and Payables prior to disposition or as soon as the disposition is known. A Surplus Asset & Disposal Form has been developed and approved by Finance to facilitate this communication. Disposals and removals should be done in compliance with tax legislation, the City's Purchasing Policy and health & safety regulations to minimize risk.
9 Asset Control & Management (Exception for land under Retention Schedule by-law.)	Detailed records of valuation methods used to establish cost must be maintained for the period of 6 years after the year of acquisition, except for land.

FINANCIAL CONSIDERATION:

There are no financial implications arising from this report.

OTHER DEPARTMENT IMPLICATIONS:

Operating departments will continue to be responsible for maintaining and managing their inventory of TCA.

SUMMARY AND CONCLUSION:

Staff recommends that Council approves the amendments to the Tangible Capital Asset policy under By-law 2010-48, which will provide an improved foundation for asset management, recording and tracking.

ATTACHMENTS:

Appendix I –Tangible Capital Asset Policy for the City of Welland

POLICY

Policy Title: Tangible Capital Assets	
Date of Approval: April 20, 2010	Policy Number: FIN-001-0012
Lead Role: Director, Corporate Services / City Treasurer	Support Role: Department Heads
Cross Reference: By-law 2010-48	Next Review Date:
Council File Number: 10-77	Revision Date: August 10, 2021

Policy Statement:

The objective of the policy is to ensure that tangible capital assets (TCA) are identified, valued, recorded and managed by The Corporation of the City of Welland (City). City Council agrees that all departments and organizations owned or controlled by the City are responsible to manage the assets under their control in an efficient and effective manner.

The City follows Canadian generally accepted accounting principles as set out by the Public Sector Accounting Board (PSAB) of the Canadian Institute of the Chartered Accountants (CICA). These principles provide consistency and comparability across organizations. PSAB Handbook Section 3150 establishes the standards on how to account for and report tangible capital assets. Compliance is required for financial statements prepared for fiscal years beginning on or after January 1, 2009.

Definitions:

The Public Sector Accounting Handbook contains the following definitions:

Assets are economic resources controlled by a government as a result of past transactions or events and from which future economic benefits may be obtained.

Non-financial assets are acquired, constructed or developed assets that do not normally provide resources to discharge existing liabilities, but instead:

- a) are normally employed to deliver government services;
- b) may be consumed in the normal course of operations; and
- c) are not for sale in the normal course of operations.

Tangible capital assets are non-financial assets having physical substance that:

- a) are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, betterments, maintenance or repair of other tangible capital assets;
- b) have useful economic lives extending beyond an accounting period;
- c) are used on a continuing basis; and
- d) are not for resale in the ordinary course of operations.

Tangible Capital Assets FIN-001-0012

Tangible capital assets do not include:

- assets inherited by right of the Crown, such as Crown lands, forests, water and mineral resources;
- works of art or historical treasures;
- intangible assets such as goodwill, copyrights and patents.

Scope:

This policy applies to all tangible capital assets owned, purchased, constructed by the City of Welland (the City) or donated to the City by other governments and non-governmental parties. This policy applies to all City department.

Policy Details

The following topics are discussed in this policy under the following section numbers:

No.	Topic
1	Asset Categories
2	Capitalization Thresholds & Policies
2.1	Thresholds & Pooling
2.2	Work-in-process
2.3	Capital Leases
3	Asset Segmentation
3.1	Component Approach
3.2	Single Asset Approach
3.3	Exception
4	Betterment versus Maintenance
5	Asset Valuation
5.1	Cost
5.2	Interest & Carrying Charges
5.3	Grants or Donations
5.4	Acquisition Date
5.5	Exceptions
6	Amortization
7	Asset Impairment & Write Down
8	Surplus Assets & Disposals
9	Asset Control & Management

Tangible Capital Assets FIN-001-0012

1. Asset Categories

The level of detail required in the capital asset inventory is a balance between the cost of data collection, tracking and analysis and the benefits of the information gathered.

The City will record TCA under the classes and sub-classes noted in Appendix A .

2. Capitalization Thresholds & Policies

2.1 Thresholds and Pooling

The City will record a TCA in its accounting ledgers if it meets or exceeds the dollar threshold of \$50,000 except for land. All land will be capitalized regardless of its cost. See Appendix A.

Regardless of the foregoing, assets purchased individually that have a value below the threshold may be material when pooled and considered as a group. Similarly, portable assets may also be tracked for better control or security. These assets are capitalized as part of the group and may be tracked separately in a sub-ledger. See Appendix A.

2.2 Work-in-process

Work-in-process represents the costs of a project/TCA that is not substantially complete, (i.e. not ready for its intended purpose). Work-in-process is reported as a TCA on the Statement of Financial Position. Work-in-process is formally transferred to capital assets and amortization begins when substantially complete (i.e. In Service Date). All costs incurred as work-in-process that is subsequently abandoned or put on hold indefinitely will be written off when such a decision is made. In addition, assets that do not meet capital threshold will be expensed as constructed.

2.3 Capital Leases

TCA leases are either operating or capital in nature. Capital leases exist where substantially all of the benefits and risk incident to ownership are transferred to the City, such as, if:

- a) there is reasonable assurance that property ownership will be transferred at the end of the lease term;
- b) the lease term covers 75% or more of asset's economic life; or
- c) the present value of minimum lease payments less executory costs equals 90% or more of the asset's fair market value.

Capital leases are recorded as both a TCA and liability on the Statement of Financial Position. Operating leases are recorded as operating expenses in the year incurred.

3. Asset Segmentation

Many TCA, especially complex network systems and buildings, consist of a number of components. PSAB 3150 provides the option of accounting for such assets as a single asset or treating each component as an individual asset.

Tangible Capital Assets FIN-001-0012**3.1 Component Approach**

Where the individual component:

- a) can be valued separately and is of a material value, (greater than \$50,000);
- b) is expected to have a useful life materially different than the useful life of the entire asset; and
- c) can be replaced and will increase the useful life of the entire asset; the City will record the cost of each individual component as a separate TCA. This will enable the replacement of the individual component to be capitalized and amortized over its useful life versus being expensed in the year incurred. Components of an asset will be individually recorded as separate records in the subsidiary ledger as indicated in Appendix A.

3.2 Single Asset Approach

The TCA will be accounted for as a single asset where the component approach is not used or when the costs of the individual components cannot reasonably be determined.

3.3 Exception

However, in all cases, the value of any land included in the acquisition of a TCA should be separately identified, valued, and recorded because it is not subject normally to amortization.

4. Betterments**Betterments**

4. A betterment is an expenditure made to City owned property. Betterments are expenditures relating to the full replacement of an existing asset or part of an asset once the original asset reaches the end of its useful life

4.1 Betterments need to meet the capitalization threshold

4.2 A betterment expenditure adds to the useful life of an asset once the original useful life has been attained. A repair & maintenance expenditure allows or assists to attain the original useful life. A betterment cost is capitalized and a repair & maintenance cost is expensed in the statement of operations.

4.3 When recording a betterment, the cost of the betterment should not be added to the original cost of the asset, rather it will be set-up as its own standalone asset with a full or partial disposal processed against the original existing asset when the betterment occurs.

4.4 Examples of betterments that should be capitalized include: replacing entire roof, replacing entire HVAC systems, building new offices within an existing building, major parking lot asphalt resurfacing. Examples of modifications that would generally not be capitalized are items such as a minor or partial resurfacing of a parking lots or partial roof replacements.

Tangible Capital Assets FIN-001-0012**5. Asset Valuation****5.1 Cost**

PSAB 3150 requires that TCA be recorded at cost. Cost is the gross amount of consideration given up to acquire, construct or develop a TCA. Gross cost includes all “directly attributable” costs of installing the asset at the location and in the condition necessary for its intended use.

5.2 Interest & Carrying Charges

The City will capitalize the administrative costs associated with raising any debt required to finance the acquisition of the TCA. However, the City will not capitalize any interest charges paid associated with the debt financing.

5.3 Grants or Donations

Any grants or donations received towards the acquisition cost of an asset cannot be netted against the gross cost of the TCA.

Assets that are contributed, donated or assumed by the City are recorded at fair market value at the date of acquisition. Fair market value is the consideration that would be agreed on in an arm’s length transaction between parties who are under no compulsion to act. PSAB 3150 requires the disclosure of the nature and amount of contributed TCA received in the year.

5.4 Acquisition Date

The acquisition date is the earlier of:

- i) the date the asset is physically received by the City; or
- ii) the date legal ownership of the asset passes from the seller to the purchaser.

Where the asset is not acquired through the normal purchasing function or is completed in stages, the acquisition date and all pertinent information regarding the TCA acquisition must be communicated in writing to the Deputy Treasurer, Manager of Budgets and Financial Reporting, or the Manager of Capital and Payables before year end.

5.5 Exceptions

Works of art and historical treasures are not recognized as TCA because it is not possible to establish a value that can be reliably measured nor to estimate the future economic benefits associated with such property. PSAB 3150 requires disclosure of the nature of such existing property. Expenditures for preservation, cleaning and restoration related to such property is expensed in the period incurred.

In unusual circumstances, where the fair market value is impossible to estimate, the TCA would be recorded at a nominal value. PSAB 3150 requires disclosure of the nature and use of assets recognized at nominal value.

Tangible Capital Assets FIN-001-0012**6. Amortization**

The cost of the TCA with a limited life (i.e. not land) is amortized over its useful life on a straight line basis as noted in Appendix A. The amortization is an operating expense.

The City will assume that assets are acquired evenly throughout the year. This allows the City to assume a midyear capitalization date reducing the administration associated with the tracking, capitalizing TCA and calculating amortization.

7. Asset Impairment & Write Down

The amortization method and estimate of the remaining useful life of the TCA should be reviewed periodically by the respective operating departments together with Finance. Departments will be asked to review their assets and related estimate of useful lives on an annual basis.

The change and rationale for any impairment in the value of the asset must be clearly demonstrated and documented for audit purposes. Possible events that may result in asset impairment include:

- change in extent or manner of usage;
- removal from service for an extended period of time;
- physical damage, significant technological developments;
- change in demand for related services; or
- change in law or environment.

PSAB 3150 requires that the net write down of TCA is accounted for as an operating expense and cannot be reversed. PSAB 3150 requires the disclosure of the net book value of assets that have been removed from service.

8. Surplus Assets & Disposals

TCA, in their entirety or partially, may be disposed of by sale, trade-in, destruction, loss or abandonment. The difference between the net proceeds on the disposal of a TCA and the net book value of the asset is accounted for in the Consolidated Statement of Change in Net Debt as a Gain or Loss on the Sale of Tangible Capital Assets.

In unusual circumstances, surplus assets may be removed from service or reinstated at a later date or for sale consideration. PSAB 3150 requires disclosure of the net book value of surplus assets removed from service.

All TCA redeployments, disposals and removals from service must be communicated in writing to the Deputy Treasurer, Manager of Budgets and Financial Reporting and the Manager of Capital and Payables prior to disposition or as soon as the disposition is known. A Surplus Asset & Disposal Form has been developed and approved by Finance to facilitate this communication. Disposals and removals should be done in compliance with tax legislation, the City's Purchasing Policy and health & safety regulations to minimize risk.

Tangible Capital Assets FIN-001-0012**9. Asset Control & Management**

Operating departments and organizations/enterprises owned or controlled by the City are responsible for maintaining the inventory of TCA under their control and/or management. Detailed records of valuation methods used to establish cost must be maintained for the period of 6 years after the year of acquisition, except for land.

Department or organization heads responsible for operating and capital budgets must ensure that TCA acquired are charged to the appropriate capital expenditure accounts regardless of budget surplus/deficits created.

Operating departments and organizations/enterprises owned or controlled by the City are required to confirm the completeness and accuracy of the TCA reported annually to Finance.

In the event of disagreement in the interpretation or implementation of this policy and related procedures, the Deputy Treasurer – Finance shall make the final decision, guided by the Municipal Act, PSAB 3150 and the OMBI's Municipal Guide for Accounting for Tangible Capital Assets.



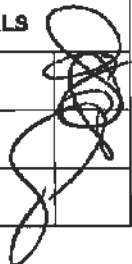
Tangible Capital Asset Policy

Useful Life and Thresholds

Asset Class	Asset Sub Class	Pooled (X)	Useful Life	Threshold
Land	Vacant Land, Land Under Buildings, Land in Use		N/A	None
Land Improvements	Land Improvements including: Outdoor Pools Lighting Ball Diamonds, Running Tracks, Soccer Fields Basketball Courts, Tennis Courts, Running Tracks Splash Pads, Skateboard Parks Parking Lots Landscaping, including: Outdoor Skating Rinks Steel Structures Irrigation Systems Water Fountains/Ponds/Boat Ramps, Fencing/Screening Lawn Bowling Greens/Bocci Courts Playground Apparatus Beach Volleyball Courts, Benches, Bleachers and litter bins		25 yr 20 yr 20 yr 20 yr 20 yr 20 yr 20 yr 20 yr 20 yr 15 yr 15 yr 10 yr	\$50,000
Buildings	Major Facilities (by component) Main Building Roof HVAC/Electrical/Mechanical Elevator Indoor Pool Indoor Skating Rinks		50 yr 20 yr 20 yr 20 yr 20 yr 25 yr	\$50,000
	Minor Facilities Includes park pavilions, storage sheds, canteens, washrooms, change rooms, club houses.		30 yr	\$50,000
Vehicles (includes Boats)	Light (< 4,500kg) Medium (4,501 - 9,000kg) Heavy (> 9,000kg)		5 yr 10 yr 15 yr	\$50,000
Machinery & Equipment	Computer Software Communication Computer Hardware Library Books Other Machinery & Equipment: Light Medium (includes Office Equipment) Heavy Floating Equipment	X	1 yr 5 yr 5 yr 7 yr 5 yr 10 yr 15 yr 20 yr	\$50,000
Furniture & Fixtures	Furniture & Fixtures		20 yr	\$50,000

Infrastructure	All Roads (by component) Paved road surface Road bed – paved Road bed – unpaved		25 yr 50 yr 30 yr	\$50,000
	Traffic Signals Street Lights Signs		20 yr 20 yr 20 yr	\$50,000
	Bridges (by component) Bridge Superstructure Bridge Deck – treated as paved road surface Culverts		75 yr 25 yr 75 yr	\$50,000
	Sidewalks (Concrete & Bricked/Asphalt/Gravel) Driveways (Concrete & Bricked/Asphalt/Gravel)		40/25/15 yr 40/30/25 yr	\$50,000
	Water Systems (by component) Water Mains (includes valves & fittings) Chambers & Vaults (for valves & meters) Hydrant Assemblies Water Services (includes fittings) Water Meters (< 1.5"/1.5" or larger)		80 yr 80 yr 60 yr 50 yr 20/15 yr	\$50,000
	Sanitary & Storm Sewers (by component) Sewers Mains & Tunnels (Storm/Sanitary/Combined) Pipe & Tunnel Linings Laterals (includes fittings) Manholes, Shafts & Chambers Catchbasins & Leads Outfall structures & Retention ponds Pump Station Structural/Equipment		80 yr 80 yr 80 yr 80 yr 80 yr 80 yr 50/15 yr	\$50,000
Work-in-process	Construction in progress Assets not ready for use (e.g. vehicle readiness)		N/A	None

SPECIAL COUNCIL
CORPORATE SERVICES
FINANCE DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-4

REPORT FIN-2021-23
AUGUST 10, 2021

SUBJECT: 2020 CONSOLIDATED FINANCIAL STATEMENTS

**AUTHOR: ELIZABETH PANKOFF, MBA, CPA, CGA,
MANAGER OF BUDGETS AND FINANCIAL
REPORTING/DEPUTY TREASURER**

**APPROVING DIRECTOR: STEVE ZORBAS, CPA, CMA, B.Comm, DPA,
CAO / DIRECTOR, CORPORATE SERVICES / CHIEF FINANCIAL
OFFICER / TREASURER**

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND approves the Consolidated Financial Statements for The Corporation of the City of Welland (the "Municipality") including the Trust Fund Financial statement for the year ended December 31, 2020; and further

THAT Welland City Council receives for information the audit findings report pertaining to the audited consolidated financial statements of The Corporation of the City of Welland for the year ended December 31, 2020.

ORIGIN AND BACKGROUND:

Annual consolidated financial statements are prepared in compliance with legislation, and in accordance with generally accepted accounting principles established by the Public Sector Accounting Board of Chartered Professional Accountants of Canada. Once the annual audit has been completed, the Chief Financial Officer will bring forward to Council the draft financial statement for approval.

COMMENTS AND ANALYSIS:

The consolidated financial statements of The Corporation of the City of Welland including the Trust Fund financial statements for the year ended December 31, 2020 have been audited. The City's external auditor has indicated that in their opinion, the consolidated financial statements are present fairly in all material respects and the auditor will be presenting these statements to Welland City Council on Tuesday, August 10, 2021.

The consolidated financial statements reflect the assets, liabilities, non-financial assets revenues and expenses of the City. The consolidated financial statements are comprised of all

organizations and enterprises accountable for the administration of their affairs and resources to the City and which are owned or controlled by the City. In addition to the general government tax supported operations, they include the following:

- Welland Public Library
- Welland Downtown Business Improvement Area
- North Welland Business Improvement Area
- Niagara Central Airport Commission (Joint Board)
- Youngs Sportsplex

FINANCIAL CONSIDERATION:

A copy of the consolidated financial statements for the year ended December 31, 2020 is attached in Appendix I. In addition, the audit finding report for the year ended December 31, 2020 is attached in Appendix II.

OTHER DEPARTMENT IMPLICATIONS:

Not applicable.

SUMMARY AND CONCLUSION:

Staff recommends that Council approve the Consolidated Financial Statements for The Corporation of the City of Welland for the year ended December 31, 2020.

ATTACHMENTS:

Appendix I – Draft Consolidated Statements for The Corporation of the City of Welland
Appendix II – Audit Finding Report

Corporation of the City of Welland

Consolidated Financial Statements

For the year ended December 31, 2020

DRAFT

Independent Auditor's Report

To the Members of Council of the Corporation of The City of Welland:

Opinion

We have audited the consolidated financial statements of Corporation of The City of Welland (the "Municipality"), which comprise the consolidated statement of financial position as at December 31, 2020, and the consolidated statements of operations, changes in net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Municipality as at December 31, 2020, and the results of its consolidated operations, changes in its net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter

The financial statements of the Municipality for the year ended December 31, 2019 were audited by another practitioner who expressed an unmodified opinion on those statements on August 5, 2020.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Municipality to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Burlington, Ontario

Chartered Professional Accountants

Licensed Public Accountants

Corporation of the City of Welland
 Consolidated statement of financial position
 Year ended December 31, 2020

	Notes	2020 \$	2019 \$
Financial assets			
Cash		50,502,692	27,683,607
Taxes and grants-in-lieu receivable		12,661,891	8,336,315
Accounts receivable		10,948,984	10,265,504
Interest receivable		1,160,213	1,751,903
Due from trust fund		-	-
Investments	2	54,777,665	66,904,680
Investment in subsidiary	3	21,305,446	21,516,871
		<u>151,356,891</u>	<u>136,458,880</u>
Liabilities			
Accounts payable and accrued liabilities		18,225,425	16,959,272
Deferred revenue	5	24,155,551	20,294,914
Due to trust fund		-	8,552
Accrued interest on long-term debt		320,458	342,498
Obligations under capital lease		40,081	47,473
Long-term debt (Schedule 5)	6	48,340,344	49,365,471
Employee future benefits	7	8,759,459	8,650,528
		<u>99,841,318</u>	<u>95,668,708</u>
Net financial assets		<u>51,515,573</u>	<u>40,790,172</u>
Non-financial assets			
Tangible capital assets (Schedule 6)	8	278,446,429	270,006,089
Other assets	9	533,944	567,807
		<u>278,980,373</u>	<u>270,573,896</u>
Contingencies	15		
Accumulated surplus	10	330,495,946	311,364,068

The accompanying notes are an integral part of the consolidated financial statements.

Approved by

 Chief Administrator Officer

 General Manager, Financial &
 Corporate Services/Treasurer

Corporation of the City of Welland
Consolidated statement of operations
Year ended December 31, 2020

	Budget 2020 (Note 16)	Actual 2020	Actual 2019
Notes	\$	\$	\$
Revenue			
Taxation (Schedule 2)	49,152,367	46,304,774	45,865,061
User charges (Schedule 3)	36,734,103	35,413,802	34,501,251
Grants (Schedule 3)	11,878,946	12,781,625	13,338,565
Other (Schedule 4)	7,846,836	9,806,407	20,256,215
Equity earnings (loss) in subsidiary	3	-	(211,425)
	105,612,252	104,095,183	114,635,963
Expenses			
General government	13,211,283	14,561,003	15,942,053
Protection to persons and property	11,261,315	11,325,030	11,131,115
Transportation services	20,310,028	19,114,276	20,852,364
Environmental services	26,485,833	26,555,329	26,000,938
Health services	174,668	151,197	230,541
Social and family services	664,470	581,982	672,903
Recreational and cultural services	13,863,137	10,129,268	13,020,791
Planning and development	2,072,528	2,545,220	3,278,748
	88,043,262	84,963,305	91,129,453
Annual surplus	17,568,990	19,131,878	23,506,510
Accumulated surplus, beginning of year	311,364,068	311,364,068	287,857,558
Accumulated surplus, end of year	328,933,058	330,495,946	311,364,068

The accompanying notes are an integral part of the consolidated financial statements.

Corporation of the City of Welland
 Consolidated statement of change in net financial assets
 Year ended December 31, 2020

	Budget 2020 (Note 16) \$	Actual 2020 \$	Actual 2019 \$
Annual surplus	17,568,990	19,131,878	23,506,510
Amortization of tangible capital assets	11,180,061	11,276,438	11,013,103
Acquisition of tangible capital assets	(62,390,437)	(21,304,409)	(19,873,366)
Proceeds on the disposition of tangible capital assets	-	1,708,860	4,887,547
Gain on disposal of tangible capital assets	-	(136,629)	(4,599,030)
	(33,641,386)	10,676,138	14,934,764
Acquisition of other assets	-	(566,036)	(567,807)
Use of other assets	-	615,299	540,664
	-	49,263	(27,143)
Change in net financial assets	(33,641,386)	10,725,401	14,907,621
Net financial assets, beginning of year	40,790,172	40,790,172	25,882,551
Net financial assets, end of year	7,148,786	51,515,573	40,790,172

The accompanying notes are an integral part of the consolidated financial statements.

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Corporation of the City of Welland
 Consolidated statement of cash flows
 Year ended December 31, 2020

	Notes	2020 \$	2019 \$
Operating activities			
Annual surplus		19,131,878	23,506,510
Non-cash items			
Amortization		11,276,438	11,013,103
Increase (decrease) in investment in subsidiary		(588,575)	12,080,520
Gain on disposal of tangible capital assets		(136,629)	(4,599,030)
Changes in the following balances:			
Taxes and grants-in-lieu receivable		(4,325,576)	(2,057,468)
Accounts receivable		(683,480)	415,619
Interest receivable		591,690	(150,315)
Accounts payable and accrued liabilities		1,266,153	605,353
Due to trust fund		(8,552)	(11,655)
Deferred revenue		3,860,637	3,370,945
Accrued interest on long-term debt		(22,040)	112,386
Employee future benefits		108,931	557,679
Other assets		49,263	(27,143)
		<u>30,520,138</u>	<u>44,816,504</u>
Capital activities			
Proceeds from sale of tangible capital assets		1,708,860	4,887,547
Acquisition of tangible capital assets		(21,304,409)	(19,873,366)
		<u>(19,595,549)</u>	<u>(14,985,819)</u>
Investing activity			
Decrease (increase) in investments – net		12,127,015	(14,630,485)
Financing activities			
Dividends received from investment in subsidiary	3	800,000	752,000
Proceeds on issuance of long-term debt		5,257,000	5,188,999
Repayment of long-term debt		(6,282,127)	(6,054,182)
Repayment of capital lease obligation		(7,392)	(6,749)
		<u>(232,519)</u>	<u>(119,932)</u>
Net increase in cash		22,819,085	15,080,268
Cash, beginning of year		27,683,607	12,603,339
Cash, end of year		<u>50,502,692</u>	<u>27,683,607</u>

The accompanying notes are an integral part of the consolidated financial statements.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

1. Significant accounting policies

The consolidated financial statements of the Corporation of the City of Welland ("the City") are the representations of management prepared in accordance with Canadian public sector accounting standards ("PSAS"). Significant aspects of the accounting policies adopted by the City are as follows:

Basis of consolidation

The consolidated financial statements reflect the assets, liabilities, non-financial assets, revenues, and expenses of the City. The consolidated financial statements are comprised of all organizations and enterprises accountable for the administration of their affairs and resources to the City and which are owned or controlled by the City. In addition to general government tax supported operations, they include the following:

- Welland Public Library Board
- Welland Downtown Business Improvement Area
- North Welland Business Improvement Area
- Youngs Sportsplex

Interdepartmental and organizational transactions and balances are eliminated.

The following joint local board is proportionately consolidated:

- Niagara Central Airport Commission (Joint Board)

Related party transactions are eliminated.

Welland Hydro-Electric Holding Corp. is a subsidiary corporation of the City and is accounted for on a modified equity basis, consistent with generally accepted accounting principles as recommended by PSAS for government business enterprises (Note 3). Under the modified equity basis, the business enterprise's accounting principles are not adjusted to conform with those of the City, and inter-organizational transactions and balances are not eliminated.

These consolidated financial statements exclude trust funds that are administered for the benefit of external parties (Note 14).

Basis of accounting

The consolidated financial statements are reported on the accrual basis of accounting.

The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of the legal obligation to pay.

Investments

Fixed income investments are recorded at amortized cost less amounts written off to reflect a permanent decline in value. Purchase premiums and discounts are amortized on the present value basis over the term of the issues.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

1. Significant accounting policies (continued)

Deferred revenue

Receipts which are restricted by legislation of senior governments or by agreement with external parties are deferred and reported as restricted revenues. When qualifying expenses are incurred, restricted revenues are brought into revenue at equal amounts. Revenues received in advance of expenses which will be incurred in a later period are deferred.

Employee future benefits

The present value of the cost of providing employees with future benefits programs is expensed as employees earn these entitlements through service. The cost of the benefits earned by employees is actuarially determined using the projected benefit method pro-rated on service and management's best estimate of retirement ages of employees and expected health care and dental costs. Actuarial gains or losses are amortized on a straight line basis over the expected average remaining service life of all employees covered.

Tangible capital assets

Tangible capital assets are recorded at cost. Cost includes all directly attributable expenses in the acquisition, construction, development and/or betterment of the asset required to install the asset at the location and in the condition necessary for its intended use. Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also are recorded as revenue.

The City does not capitalize interest as part of the costs of its tangible capital assets.

Works of art for display in City property are not recorded as tangible capital assets. The works of art are held for exhibition, educational and historical interest. Such assets are deemed worthy of preservation because of the social rather than financial benefits they provide to the community. The cost of art is not determinable or relevant to their significance. No valuation of the collection has been conducted or disclosed in the consolidated financial statements.

Amortization is calculated on a straight-line basis to write-off the net cost of each asset over its estimated useful life for all classes except land. Land is considered to have an infinite life without amortization. Residual values of assets are assumed to be zero with any net gain or loss arising from the disposal of assets recognized in the consolidated statement of operations as "other revenue". Amortization is based on six months for the year of acquisition regardless of the month purchased and annually thereafter until the asset is fully depreciated, disposed of or replaced. Assets under construction are not amortized until the asset is available for productive use.

Amortization is based on the following classifications and useful lives:

Classification	Useful life
Land improvements	10 to 25 years
Buildings	20 to 50 years
Roads and bridges	15 to 75 years
Water and waste water infrastructure	15 to 80 years
Vehicles	5 to 15 years
Computer hardware and software	1 to 5 years
Machinery and equipment	5 to 20 years

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

1. Significant accounting policies (continued)

Leased equipment

Equipment taken on lease with terms which transfer substantially all of the benefits and risks of ownership to the City are accounted for as capital leases, as though an asset has been purchased and a liability incurred. The assets are amortized on a straight line basis at the lesser of the lease term and expected useful life commencing in the month of purchase. All other items of equipment held on lease are accounted for as operating leases.

Capital lease obligations are recorded at the present value of the minimum lease payments. The discount rate used to determine the present value of the lease payments is the lower of the City's rate of incremental borrowing or the interest rate implicit in the lease.

Subdivision infrastructure

Subdivision streets, lighting, sidewalks, drainage and other infrastructure is required to be provided by subdivision developers. Upon completion they are turned over to the City. The City is not involved in the construction.

Reserves for future expenses

Certain amounts, as approved by City Council, are set aside in reserves and reserve funds for future operating and capital expenses.

Government transfer payments

Government transfers are recognized as revenues by the City in the period during which the transfer is authorized and any eligibility criteria are met. Government transfers are deferred if they are restricted through stipulations that require specific actions or programs to be carried out in order to keep the transfer. For such transfers, revenue is recognized when the stipulation has been met.

Tax revenue

Tax revenue is recognized on all taxable properties within the City that are included in the tax roll provided by the Municipal Property Assessment Corporation, using property values included in the tax roll or property values that can be reasonably estimated by the City as it relates to supplementary or omitted assessments, at tax rates authorized by Council for the City's own purposes in the period for which the tax is levied.

Investment income

Investment income earned on operating surplus funds and reserves and reserve funds (other than obligatory reserve funds) are recorded as revenue in the period earned. Investment income earned on obligatory reserve funds are recorded directly to each respective fund balance and forms part of the deferred revenue balance.

Region and school board transactions

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards and the Region of Niagara are not reflected in the accumulated surplus balance of these consolidated financial statements.

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

1. Significant accounting policies (continued)

Management estimates

The preparation of financial statements in accordance with PSAS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the report period. Significant estimates relate to the allowance for taxes and accounts receivable, accrued liabilities, employee future benefits, contaminated sites and the useful lives of tangible capital assets. Actual results could differ from those estimates.

2. Investments

Investments consist of guaranteed investment certificates ("GICs") with various chartered banks, as well as mutual funds and other principal protected investment instruments.

The market value of the investments at December 31, 2020 was \$55,574,891 (2019 - \$63,711,339). Management does not believe the cost base of investments that are higher than market value are permanently impaired, and therefore no write-down is required in accordance with PSAS.

3. Subsidiary Operations

Welland Hydro-Electric Holding Corp. ("Welland Hydro"), established by City council under municipal By-law 2000-90, is wholly owned by the City, and provides regulated and unregulated electric utility services.

The following table provides condensed supplementary financial information for Welland Hydro:

	2020	2019
	\$	\$
<i>Financial position</i>		
Current Assets	14,339,000	12,017,000
Capital Assets	37,681,000	35,243,000
Regulatory Assets	4,944,000	3,069,000
Total Assets	56,964,000	50,329,000
Current Liabilities	7,437,000	7,379,000
Long-term debt Other	18,177,000	15,000,000
Long-term liabilities	7,322,000	4,233,000
Regulatory balances	4,781,000	4,226,000
Total Liabilities	37,717,000	30,838,000
Net Assets	19,247,000	19,491,000

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

3. Subsidiary Operations (continued)

	2020	2019
	\$	\$
Revenues	62,389,000	55,176,000
Operating Expenses	(60,592,000)	(53,375,000)
Financing Expenses	(527,000)	(951,000)
Other Income	31,000	60,000
Net movement in regulatory balances, net of tax	509,000	544,000
Income tax recovery (expense)	(121,000)	123,000
Net earnings from operations and increase in equity investment in subsidiary	1,689,000	1,577,000
Dividends	(800,000)	(752,000)
Other comprehensive loss	(1,133,000)	(176,000)
Change in equity	(244,000)	649,000

The City has a 51% share ownership in Welland Solar Joint Venture. The remaining 49% interest is held by Welland Hydro-Electric Holding Corp. (included in the above charts).

The City's investment in Welland Hydro and Welland Solar Joint Venture is comprised of the following:

	2020	2019
	\$	\$
Net assets- Welland Hydro	19,247,000	19,491,000
City of Welland investment in Welland Solar Joint Venture	2,058,446	2,025,871
	21,305,446	21,516,871

The financial position information is as reported by Welland Hydro at December 31, 2020. The results of operations information is as reported by Welland Hydro for the year ended December 31, 2020.

In 2017, Welland Solar Joint Venture obtained a 10 year promissory note from the City of Welland in the amount of \$2,000,000. The note bears interest at 4.3%, calculated and paid semi-annually with the full principal balance due at the end of the ten year term. The company will have the option to renew the loan for an additional eight years within six months of the note maturing.

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

3. Subsidiary Operations (continued)

Contingencies

- (a) As of May 1, 2002, in order for Welland Hydro to obtain the electricity it requires to distribute to its customers, Welland Hydro was required to provide security to the Independent Electricity System Operator ("IESO") based on its usage. The security obtained was a letter of credit from a financial institution which requires an interest coverage ratio of more than 1.5 and a debt capitalization ratio less than 0.6. The letter is in the amount of \$2,539,000 and incurs interest at 0.6% annually.

The following summarizes the City's related party transactions with Welland Hydro for the year. All transactions are in the normal course of operations, and are recorded at the exchange value based on normal commercial rates, or as agreed to by the parties.

	2020	2019
	\$	\$
Electricity purchased	1,108,000	1,172,000
Rent paid	36,000	35,000
Streetlight maintenance	13,000	26,000
Dividends received	800,000	752,000
Interest received	-	844,000
Property taxes and other taxes received	58,000	59,000
Leases and miscellaneous	13,000	24,000
Water user charges received	4,000	7,000

4. Credit Facility

An operating line of credit of \$9,000,000 has been established with a financial institution, of which nil was used at December 31, 2020 (2019 - nil). Interest is calculated at prime minus an agreed upon percentage. There is no security on this line of credit.

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

5. Deferred Revenue

A requirement of PSAS is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as legislation restricts how these funds may be used and under certain circumstances these funds may be refunded.

The net change during the year in the legislatively restricted deferred revenue balances is as follows:

	Balance, beginning of year \$	Restricted funds received \$	Interest Earned \$	Revenue Recognized	Balance, end of year \$
Development Charges Act	10,865,196	3,553,410	(272,011)	(1,663,096)	12,483,499
Lot Levies and subdivider contributions	4,024,755	2,151,218	(93,250)	(1,734,462)	4,348,261
Recreational Land (planning act)	1,439,030	779,091	(19,180)	—	2,198,941
Provincial gas tax revenue	748,282	766,857	(62,780)	(430,090)	1,022,269
Federal gas tax revenue	3,013,048	1,667,743	(116,250)	(2,113,515)	2,451,026
Ontario Bus replacement	4,856	130	(190)	—	4,796
Safe restart funding	—	1,413,800	—	—	1,413,800
Youngs Sportsplex	199,747	202,959	—	(199,747)	202,959
Welland Downtown Business Improvement Area	—	30,000	—	—	30,000
2020 Total	20,294,914	10,565,208	(563,661)	(6,140,910)	24,155,551
2019 Total	16,923,969	8,329,492	(129,056)	(4,829,491)	20,294,914

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Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

6. Long-term Debt

- (a) The balance for long-term debt reported on the consolidated statement of financial position is comprised of the following:

	2020 \$	2019 \$
The City has assumed responsibility for the payment of principal and interest charges on certain long-term debt issued by the Regional Municipality of Niagara (Note 6(b)). At the end of the year, the outstanding principal amount of this debt is	48,151,448	49,199,455
Due to the City of Port Colborne, bearing interest of 4.3% per annum repayable in annual instalments of \$4,113 commencing August 24, 2019	27,770	30,629
Due to the City of Port Colborne, bearing interest of 3.5% per annum repayable in annual instalments of \$6,012 commencing June 15, 2018	37,462	42,115
Due to the Town of Pelham, bearing interest of 4.3% per annum repayable in annual instalments of \$3,897 commencing June 15, 2019	26,522	29,252
Due to the Town of Pelham, bearing interest of 3.5% per annum repayable in annual instalments of \$5,411 commencing June 15, 2018	33,716	37,904
Due to the Township of Wainfleet, bearing interest of 4.3% per annum repayable in annual instalments of \$1,515 commencing June 15, 2019	10,314	11,376
Due to the Township of Wainfleet, bearing interest of 3.5% per annum repayable in annual instalments of \$2,190 commencing June 15, 2018	13,112	14,740
Canada Emergency Business Account Loan	40,000	-
	48,340,344	49,365,471

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

6. Long-term Debt (continued)

(b) Long-term debt issued by the Regional Municipality of Niagara is comprised of:

Debenture number	Purpose	Interest rates	Maturity dates	2020		2019	
				\$	\$	\$	\$
85-2004	Civic Square	5.57	2024	3,111,908		3,788,330	
72-2010	Various	1.60-4.65	2020		-	588,329	
83-2011	Various	1.55-4.05	2021	509,513		1,000,452	
73-2012	Various	1.35-3.10	2022	810,000		1,197,000	
40-2014	LED Streetlights	3.00	2024	819,862		1,054,108	
78-2014	Various	1.20-3.30	2024	1,336,213		1,648,406	
115-2013	River Rd MSC	4.00	2038	11,376,000		12,008,000	
75-2015	Various	1.15-2.80	2025	1,773,000		2,144,000	
85-2015	WIFC	3.12	2025	3,797,775		4,050,960	
73-2016	LED Streetlights	2.29	2026	828,570		955,990	
35-2016	Various	1.20-2.4	2026	2,546,865		2,946,225	
51-2017	Various	1.20-2.45	2027	3,090,601		3,500,655	
58-2018	Various	2.05-3.15	2028	8,217,000		9,129,000	
14-2019	Various	1.95-2.45	2029	4,717,141		5,188,000	
59-2020	Various	0.55-1.56	2030	5,217,000		-	
				48,151,448		49,199,455	

(c) Principal repayments in each of the next five years are due as follows:

	\$
2021	6,309,749
2022	5,921,682
2023	5,627,343
2024	5,637,286
2025	4,196,208

(d) The City paid \$1,863,141 (2019 - \$1,750,873) interest on long-term debt during the year.

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

7. Employee future benefits

	2020	2019
	\$	\$
Post-retirement benefits	8,456,000	8,096,895
Other	303,459	553,633
	8,759,459	8,650,528

Employees who retire under the Ontario Municipal Employee Retirement System Act ("OMERS Act") early retirement provisions are eligible to receive medical and dental benefits to the age of sixty-five and life insurance benefits to age seventy. Total benefit payments for retirees during the year were \$278,018 (2019 - \$245,968).

In addition, under the sick leave benefit plan, for firefighters and grandfathered full time employees, unused sick leave can accumulate and employees may become entitled to a cash payment when they leave the City's employment. The liability is for these accumulated days, to the extent they have vested and could be taken in cash by an employee on terminating employment. An amount of \$166,378 (2019 - \$29,679) was paid to employees who left the City's employment during the current year for sick leave benefits.

The most recent actuarial valuation of the post-employment benefits was performed at December 31, 2019 using the projected unit credit method.

The post-employment benefit liability at December 31 includes the following components:

	2020	2019
	\$	\$
Actuarial determined accrued benefit obligation	7,027,300	6,502,100
Unamortized actuarial gains	1,428,700	1,594,795
	8,456,000	8,096,895

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

7. Employee future benefits (continued)

The current actuarial valuation is based on a number of assumptions about future events, such as inflation rates, interest rates, medical inflation rates, wage and salary increases, and employee turnover and mortality. The assumptions used reflect the City's best estimates; however actual experience may vary from these estimates. The main actuarial assumptions employed for the valuation are as follows:

Salary increase

Salary increase	
Firefighters	2.5% per annum
Non-firefighters	2.0% per annum
Discount rate at January 1, 2020	3.0%
Discount rate at December 31, 2020	3.0%
Medical cost increases	
First year	7.0%
Decreasing 1% per annum to	5.0%
Expected rate of dental cost increase	3.0%
Estimated average remaining service life of the employee group	9.6 years

The post-employment benefit expense is reported on the consolidated statement of operations in the various functional categories. Composition of the amount is as follows:

	2020	2019
	\$	\$
Current year benefit cost	459,100	363,700
Amortization of actuarial losses	(166,100)	285,000
Interest on post benefit liability	(206,700)	(56,900)
	86,300	591,800

As at December 31, 2019, the City has a sick leave reserve of \$40,304 (2019 –\$40,304) (Note 11).

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

8. Tangible capital assets

The net book values of tangible capital assets are as follows:

	2020	2019
	\$	\$
Land and land improvements	31,299,971	30,892,439
Buildings	58,410,075	57,583,275
Roads and bridges	64,016,422	62,617,677
Water and waste water infrastructure	106,028,076	100,318,124
Vehicles	10,454,204	11,333,212
Computer hardware and software	502,221	607,776
Machinery and equipment	7,683,236	6,598,775
Assets under capital lease	52,224	54,811
	278,446,429	270,006,089

9. Other Assets

	2020	2019
	\$	\$
Prepaid expenses	491,978	464,100
Inventory	41,966	103,707
	533,944	567,807

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

10. Accumulated surplus

	2020	2019
	\$	\$
Surplus (deficit)		
City	32,475,660	15,594,933
Welland Public Library	386,473	33,235
North Welland Business Improvement Area	94,279	97,272
Welland Downtown Business Improvement Area	(26,081)	(58,201)
Niagara Central Airport Commission	30,474	(131,307)
Youngs Sportsplex	178,031	178,031
	33,138,836	15,713,963
Investment in tangible capital assets	278,446,429	270,006,089
Investment in subsidiary	21,305,446	21,516,871
Unfunded		
Long-term debt	(48,340,344)	(49,365,471)
Obligations under capital lease	(40,081)	(47,473)
Employee benefit obligations	(8,759,459)	(8,650,528)
	(57,139,884)	(58,063,472)
Reserve and reserve funds (Note 11)	54,745,119	62,190,617
	330,495,946	311,364,068

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Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

11. Reserves and reserve funds

	2020 \$	2019 \$
Reserves set aside for specific purposes by Council		
Integrated Library Systems	40,000	40,000
Bequests	80,939	80,939
	120,939	120,939
Reserve funds set aside for specific purposes by Council		
Sick leave	40,304	40,304
Workers' Safety Insurance Board	668,044	295,551
Capital expenditure		
Courthouse maintenance	195,265	138,354
Parks and recreation	144,404	139,367
Economic development	1,914,845	10,194,086
Fire	1,258,337	1,982,337
Airport	16,164	16,164
Fleet	396,764	337,446
Building capital improvements	778,645	298,875
Parking	2,657	12,102
Sports and culture	905,292	1,045,292
Municipal incentive grants	952,440	942,737
Recreational canal lands	13,795,228	13,551,922
Employee benefits	250,000	-
Water/wastewater surplus	3,271,973	3,370,995
Operating surplus	4,640,917	4,975,917
Insurance	1,315,411	1,115,411
YSP sustainability	999,650	951,400
Downtown Brownfield	1,067,928	788,560
Capital surplus	4,671,713	3,868,665
Infrastructure renewal	12,748,596	13,609,803
Atlas landfill	3,380,853	3,226,040
Tax reduction	822,929	822,929
Clerks	385,821	345,421
	54,624,180	62,069,678
	54,745,119	62,190,617
Continuity of reserves and reserve funds Balance, beginning of year	62,190,617	37,639,361
Other revenue	8,882,361	8,266,002
Transfers in from		
Operating revenue	208,220	23,813,922
Capital revenue	1,028,642	-
Transfers between reserve funds	-	9,690,222
	10,119,223	41,770,146
Transfers out for		
Operating purposes	302,930	2,062,985
Capital purposes	17,227,651	6,493,780
Transfers between reserve funds	34,140	8,662,125
	17,564,721	17,218,890
Balance, end of year	54,745,119	62,190,617

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

12. Collections for the Region of Niagara and school boards

Total taxation, user charges and development charges received or receivable on behalf of the Region of Niagara and the school boards were as follows:

	2020	2019
	\$	\$
Region of Niagara (Schedule 2)	37,832,469	36,481,715
School Boards (Schedule 2)	12,641,133	13,273,267
	50,473,602	49,754,982

The City is required to levy and collect taxes on behalf of the Region of Niagara and the school boards. These taxes are recorded as revenue at the amounts levied. The taxes levied over (under) the amounts requisitioned are recorded as accounts payable (receivable).

The City also collects development charges on behalf of the Region of Niagara amounting to \$7,773,085 in 2020 (2019 - \$5,456,218). Development charges collected in excess of those paid to the Region are recorded as accounts payable.

13. Niagara Central Airport Commission

Niagara Central Airport Commission operates a two runway airport offering a year round fixed base operation. The Commission is funded by the four nearby municipalities: City of Welland, City of Port Colborne, Town of Pelham and the Township of Wainfleet. The City of Welland has a non-controlling interest in the airport of 55%.

The following table provides condensed supplementary financial information for Niagara Central Airport Commission:

The financial position information is as reported by the Niagara Central Airport Commission as at December 31, 2020 and the results of operations are as reported for the year ended December 31, 2020.

The City has recorded in the financial statements its 55% share of the Niagara Central Airport Commissions' assets, liabilities, accumulated surplus, revenues, expenses, and annual surplus.

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

13. Niagara Central Airport Commission (continued)

The following summarizes the City's related party transactions with the Niagara Central Airport Commission for the year. All transactions are in the normal course of operations, and are recorded at the exchange value based on normal commercial rates, or as agreed to by the parties.

	2020	2019
	\$	\$
Note payable, bearing interest of 4.3% per annum repayable in annual instalments of \$12,123 commencing June 15, 2019	82,513	91,007
Note payable, bearing interest of 3.5% per annum repayable in annual instalments of \$16,533 commencing June 15, 2018	103,022	115,817
Grants	86,671	93,806

14. Trust fund

The trust fund administered by the City, amounting to \$624,008 (2019 - \$606,026), has not been included in the consolidated statement of financial position, nor have their financial activities been included in the consolidated statement of operations.

15. Contingencies

Certain property owners in the City of Welland have been successful in appealing their tax assessments with the result that previous years' taxes will eventually be refunded. Based on the results of these appeals it is likely that additional taxes for years up to 2020 will also be subject to appeal and it is further likely that these taxes will be refunded.

Although an estimate cannot be made of the contingent liability, the City has provided \$3,315,521 (2019 - \$2,596,374) as a reserve for doubtful accounts. The amount of loss will be recorded in the year in which the settlement occurs.

Litigation

The City is involved from time to time in litigation, which arises in the normal course of business. In respect of any outstanding claims, the City believes that insurance coverage is adequate and that no material exposure exists on the eventual settlement of such litigation, therefore no provision has been made in these consolidated financial statements.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

16. Budget Amounts

The operating budget, the tax rate supported capital budgets to establish the tax rates for the year and the water and wastewater operating budget were approved by Council on December 10, 2019.

An amount for amortization expense has been added and is based on management's best estimate of amortization expense determined at the beginning of the year. Amortization expense was not included in the original council approved budget.

Amounts included in the original council approved capital budget which are not recognized as tangible capital assets are included in consolidated statement of operations under the appropriate functional expense category, while those recognized as tangible capital assets are include in the consolidated statement of change in net financial assets.

16. Liability for contaminated sites

The City has recorded a liability of \$125,000 (2019 - \$125,000) in accounts payable and accrued liabilities for City owned sites which contained elevated levels of elements in the soil. The liability estimate of \$125,000 for the sites identified were based on the environmental assessment conducted by a third party engineering firm and cost of possible remediation alternatives. Estimated recoveries are expected to be nil.

17. Financial instruments

The City's financial instruments consist of cash, investments, accounts receivable, taxes and grants-in-lieu receivable, interest receivable, note receivable, loan receivable, accounts payable and accrued liabilities, due to trust fund, accrued interest on long-term debt, obligations under capital lease and long-term debt. It is management's opinion that the City is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair values of these financial instruments approximate their carrying values.

18. Segmented information

General government

The City of Welland is known officially as "The Rose City", Welland is home to over 50,000 residents who represent a blend of many different cultures. Our community is the proud host of an abundance of investment and recreational opportunities and conveniently located in the centre of Niagara Region. The City of Welland is a truly unique canal city blessed with post-secondary opportunities, health care facilities, and commercial amenities that offer big city resources with small town charm.

Our vision is to be the municipality that other municipalities measure themselves by; to be the benchmark. Our mission is to plan and provide for a vibrant, safe community that promotes healthy living and supports business growth; to respond to the needs of our diverse community in a timely, innovative and effective manner, through teamwork and partnerships; and to advocate for strong livable cities on issues impacting Welland. Welland embraces progress, and its historical significance in Ontario's past.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

18. Segmented information (continued)

General government (continued)

This segment includes general revenues and expenses as well as the Mayor and Council operations and the Chief Administrative Officer ("CAO"), City Clerks, Finance, and Human Resources Departments.

The CAO's Office is responsible for corporate leadership and direction of the general management of the corporation as well as participating in the overall stewardship of the City.

The Corporate Services Department directs all Finance, Purchasing and Transit operations; performs statutory duties of the City Treasurer under the Ontario Municipal Act, Municipal By-laws and Council policies; provides financial analysis and reporting services to Council; and the department imparts financial and purchasing assistance to all departments, residents and Welland City Council. It also provides and/or manages tax and utility billing services to the residents and businesses of the City. The Finance Division administers all the accounting and financial services for the City.

Responsibilities of the Human Resources Department are to foster consistent, fair and equitable employee and labour relations in the workplace. Human Resources defines, implements and monitors activities which positively influence the effectiveness of employees as they work towards achieving organizational goals and objectives. The Human Resources Department is also part of the Corporate Services Department.

Information Services Division is a part of the Corporate Services Department. The Information Services Division of the City of Welland offers innovative system solutions, robust modern technology, strong data management, reliable telephones and telecommunication infrastructure, and helps City Departments meet their information processing and communication needs.

The Office of the City Clerk is part of the Corporate Services Department and is responsible for various corporate and administrative functions and is in frequent contact with all City departments, elected officials, other levels of government and the general public.

The Communications Division is part of the CAO's Office and oversees communications with community and internal and external stakeholders, facilitates increased awareness of issues that affect the community, and fosters community involvement through the development of communications strategies.

The Legal Division is part of the CAO's Office. The Legal Division oversees legal support services and liaises with external legal counsel, all City Departments, the registry office, courts, tribunals, and other boards or agencies that deal with legal proceedings affecting the Corporation.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

18. Segmented information (continued)

Protection to persons and property

Protection is the City of Welland Fire and Emergency Services department's responsibility. The men and women of the Welland Fire Department are dedicated professionals whose mission is to protect the residents, employers, and visitors of the City of Welland from the consequences of fires and other emergencies. This mission encompasses the "Three Lines of Defense" which are Education, Enforcement and development of fire safety codes, and Emergency Response.

Part of Planning and Development Services, the Building and Inspection Division reviews plans and conducts inspections for permits, unsafe buildings and property standards complaints in accordance with the Ontario Building Code Act. By-law complaints, licensing for plumbers and businesses and administration of the SWAP and LASSR programs are also handled by this Division.

Transportation services

This segment maintains and provides services for roadways, sidewalks, street lighting, traffic & parking control and transit.

The Roads Section repairs and maintains City roadways, curbs, catch basins, culverts, and sidewalks. It also deals with drainage concerns in ditches and watercourses. This Section also provides winter plowing and sand/salt applications.

The Fleet Maintenance Section provides for all of the vehicle and equipment needs for the City. This involves licensed mechanics for repairs, parts and stores operations, as well as the preparation of specifications and tenders for equipment purchasing.

Traffic Operations and Safety primarily deals with the evaluation of existing roadways. Staff reviews roadways for safety and operational issues including traffic signals. Other areas of review include speeding, all-way stop requests, collisions, traffic and parking signage, traffic and parking bylaw administration and the traffic data collection and analysis.

Parking Operations oversees all maintenance and operations of the City's Parking Lots and on-street parking locations. In addition, staff reviews requests for on-street parking regulations.

Street Lighting is the responsibility of the City. Staff reviews existing and new street light locations.

Parking Enforcement staff issue infractions under the Traffic and Parking Bylaw 89-2000. These infractions include violations relating to Disabled Parking, Private Property, Fire Routes, Restricted.

Parking Zones and enforcement within the Municipal Parking Lots and on-street paid parking locations.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

18. Segmented information (continued)

Transportation services (continued)

School Crossing Guard Operations consist of numerous locations throughout the City and 45 staff members. Staff reviews existing and new locations to identify the need for added protection for pedestrians.

Transportation Planning reviews the impacts on existing and new roadways and the roadway design requirements needed through Commercial and Residential Development.

Welland Transit is part of Corporate Services and provides conventional and specialized transit services to the residents of the City. In addition, Welland Transit provides transit services under contract to the City of Port Colborne, Niagara College, and Brock University. Niagara Regional Transit services are also supplied by Welland Transit, Niagara Falls Transit, and St. Catharines Transit Commission.

Environmental services

This division includes waterworks, wastewater and storm sewers, including the maintenance of watermain and wastewater sewers and the operation of the water system, water metering and the wastewater system.

The Water/Wastewater Section operates the water and wastewater system with provincially-licensed operators to maintain water quality and sampling, repair watermain breaks, flush watermains, clean and unplug sewers, replace water/wastewater service connections, and maintain water meters.

Health services

This segment includes the cemeteries operated by the City.

Social and family services

This segment includes the Welland Community Wellness Complex (WCWC).

Recreation and cultural services

This Division delivers Parks, Facilities and Leisure Programs and Services to the City. The Division is committed to working together to protect, support and enrich the quality of life of the people who live with and play in the City of Welland.

Tourism Division is responsible for development, coordination and promotion of tourism attraction.

Corporation of the City of Welland
Notes to the consolidated financial statements
 December 31, 2020

18. Segmented information (continued)

Recreation and cultural services (continued)

The Welland Recreation Canal Corporation was established in 2001 as an independent body, with a Board of Directors made up of nine people; three members of Council and six citizens approved by council.

Facilities Division is responsible for the physical amenities including repairs and maintenance of 26 facilities, including the Civic Square, Museum, Fire Halls, Courthouse, WCWC, Arenas and Community Halls; maintain and repair of numerous playgrounds and multiple swimming pools, splash pad and wading pools; and responsible for building operations including security, caretaking and energy management.

The Parks Division is responsible for care and maintenance of numerous community parks and parkettes, sports fields and horticulture displays. The Parks Division also operates two City owned cemeteries. Winter operations include outdoor rinks and snow removal at numerous City owned Parks and Facilities. Forestry Crew take care of planting, trimming and removing dead dying or diseased trees on City boulevards, parks and naturalization areas throughout the City.

The Leisure Services Division includes Recreation Program Development, Community Development, Community Arenas, Playing Fields, Playgrounds, Halls and Market Square, and Marketing, Promotion and Public Awareness.

The functions of Recreation Program Development include Children, Youth, Adult, Older Adults; Aquatic; Summer Camp and Special Interest; Community Development includes Accessibility Advisory Committee and Consultation with Community Groups.

Planning and development

The Planning Division is responsible for the administration, review and processing of various Applications submitted under the Planning Act to include preparation of various Agreements and By-laws for approval of Council. Mapping, Property matters and various other studies/programs are also dealt with by the Division.

The Welland Development Commission (WDC) was established in 1963 as a non-profit economic development corporation that is an arm of the City. The WDC is funded by the City and corporate sponsors and is composed of chamber appointees, citizen appointees, members of council and two full time staff.

The WDC actively recruits new businesses and industries interested in establishing or expanding their enterprises in the City, as well as building working relationships with local businesses. It also promotes new business and investment opportunities within the City and will provide the business community with information and assistance with their respective needs and concerns.

Corporation of the City of Welland
Notes to the consolidated financial statements
December 31, 2020

18. Segmented information (continued)

Planning and development (continued)

For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Taxation revenue is allocated to segments based on the portion of taxation dollars budgeted to each segment.

The accounting policies used in these segments are consistent with those followed in the preparation of the unconsolidated financial statements as disclosed in Note 1.

19. Comparative figures

Certain prior year figures have been reclassified to conform to the consolidated financial statement presentation adopted in the current year.

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Corporation of the City of Welland
Schedules to consolidated statement of operations
Schedule 1 – Segment information
Year ended December 31, 2020

2020

	General government	Protection to persons and property	Transportation services	Environmental services	Health services	Social and family services	Recreational and cultural services	Planning and development	Consolidated
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Revenue									
Taxation	7,894,965	11,914,218	15,609,339	199,111	18,522	1,060,379	7,918,116	1,690,124	46,304,774
User charges	234,899	1,571,150	3,581,479	29,294,340	72,536	-	416,549	242,849	35,413,802
Grants	4,315,220	-	6,504,100	1,014,929	-	-	737,537	209,839	12,781,625
Other	4,611,972	50,168	1,578,221	1,385,392	(3,814)	-	(221,882)	2,406,350	9,806,407
Equity earnings (loss) in subsidiary	(211,425)	-	-	-	-	-	-	-	(211,425)
	16,845,631	13,535,536	27,273,139	31,893,772	87,244	1,060,379	8,850,320	4,549,162	104,095,183
Expenses									
Salaries, wages and employee benefits	5,596,198	9,650,134	10,995,183	2,488,130	74,293	49,500	5,406,220	1,251,000	35,510,658
Net long-term debt charges	1,156,226	-	-	227,550	-	-	479,365	-	1,863,141
Materials, services and other	2,575,364	1,132,803	3,588,707	21,510,948	36,217	268,246	1,873,848	1,249,934	32,236,067
Rents and finance expenses	4,077,001	-	-	-	-	-	-	-	4,077,001
Amortization	1,156,214	542,093	4,530,386	2,328,701	40,687	264,236	2,369,835	44,286	11,276,438
	14,561,003	11,325,030	19,114,276	26,555,329	151,197	581,982	10,129,268	2,545,220	84,963,305
Annual surplus (deficit)	2,284,628	2,210,506	8,158,863	5,338,443	(63,953)	478,397	(1,278,948)	2,003,942	19,131,878

Corporation of the City of Welland
Schedules to consolidated statement of operations
Schedule 1 – Segment information
Year ended December 31, 2019

									2019
	General government	Protection to persons and property	Transportation services	Environmental services	Health services	Social and family services	Recreational and cultural services	Planning and development	Consolidated
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Revenue									
Taxation	7,819,993	11,801,080	15,461,112	197,220	18,346	1,050,310	7,842,925	1,674,075	45,865,061
User charges	320,043	1,431,025	4,352,649	26,995,788	82,552	—	1,131,278	187,916	34,501,251
Grants	4,422,300	—	5,014,173	3,766,363	—	—	104,276	31,453	13,338,565
Other	6,461,439	3,518,390	1,013,197	1,455,814	4,171	—	3,378,788	4,424,416	20,256,215
Equity earnings in subsidiary	674,871	—	—	—	—	—	—	—	674,871
	19,698,646	16,750,495	25,841,131	32,415,185	105,069	1,050,310	12,457,267	6,317,860	114,635,963
Expenses									
Salaries, wages and employee benefits	5,312,152	9,212,597	12,139,991	2,672,101	90,301	59,790	5,168,840	1,236,379	35,892,151
Net long-term debt charges	970,549	—	—	271,076	—	—	509,248	—	1,750,873
Materials, services and other	2,090,667	1,414,768	4,597,806	20,830,528	139,528	349,588	4,983,209	1,998,528	36,404,622
Rents and finance expenses	5,514,192	—	—	—	—	—	554,512	—	6,068,704
Amortization	2,054,493	503,750	4,114,567	2,227,293	712	263,525	1,804,982	43,841	11,013,103
	15,942,053	11,131,115	20,852,364	26,000,938	230,541	672,903	13,020,791	3,278,748	91,129,453
Annual surplus (deficit)	3,756,593	5,619,380	4,988,767	6,414,247	(125,472)	377,407	(563,524)	3,039,112	23,506,510

Corporation of the City of Welland
Schedules to consolidated statement of operations
Schedule 2 – Taxation revenue
Year ended December 31, 2020

	Budget 2020 (Note 16) \$	Actual 2020 \$	Actual 2019 \$
Taxation			
Real Property	93,915,700	95,400,167	94,214,527
From other governments			
Public Works	30,900	30,554	30,524
St. Lawrence Seaway Authority	55,800	59,180	57,157
Niagara College and Hospital	476,500	471,000	521,175
Hydro One Networks Inc.	130,600	133,681	132,369
Ministry of Government Services	152,000	154,303	152,469
Municipal enterprises	61,000	57,691	59,071
Railways	127,000	129,932	126,351
Regional Municipality of Niagara	310,000	341,868	326,400
	<u>1,343,800</u>	<u>1,378,209</u>	<u>1,405,516</u>
	95,259,500	96,778,376	95,620,043
Less: taxation collected on behalf of			
Region of Niagara	(34,189,462)	(37,832,469)	(36,481,715)
School boards	(11,917,671)	(12,641,133)	(13,273,267)
Net taxes available for municipal purposes	<u>49,152,367</u>	<u>46,304,774</u>	<u>45,865,061</u>
Residential and farm	36,313,685	34,232,466	32,923,697
Multi-residential	2,556,114	2,409,618	2,527,097
Commercial	7,093,468	6,686,928	6,413,344
Industrial	3,034,857	2,860,924	3,842,084
Local improvements	19	18	19
Business Improvement Area	154,224	114,820	158,820
Net taxes available for municipal purposes	<u>49,152,367</u>	<u>46,304,774</u>	<u>45,865,061</u>

Corporation of the City of Welland
Schedules to consolidated statement of operations
Schedule 3 – User charges & Grants revenue
Year ended December 31, 2020

	Budget 2020 (Note 16) \$	Actual 2020 \$	Actual 2019 \$
User charges			
Operating			
Fees, service charges and donations	7,498,769	6,017,919	7,389,385
Water billings	12,884,623	13,010,026	11,681,415
Wastewater billings	16,265,711	16,290,428	15,314,373
Licenses and permits	85,000	74,049	104,699
	36,734,103	35,392,422	34,489,872
Capital			
Fees, service charges and donations	-	21,380	11,379
	36,734,103	35,413,802	34,501,251
Grants			
Operating			
Province of Ontario	3,480,268	5,235,211	4,005,957
Government of Canada	-	68,629	-
Other	316,099	292,186	230,321
	3,796,367	5,596,026	4,236,278
Capital			
Province of Ontario	2,637,157	4,669,139	4,692,819
Government of Canada	5,445,422	2,473,410	4,409,468
Other	-	43,050	-
	8,082,579	7,185,599	9,102,287
	11,878,946	12,781,625	13,338,565

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Corporation of the City of Welland
Schedules to consolidated statement of operations
Schedule 4 – Other revenue
Year ended December 31, 2020

	Budget 2020 (Note 16) \$	Actual 2020 \$	Actual 2019 \$
Other revenue			
Operating			
Penalties and interest on taxes	1,100,000	1,671,455	1,151,206
Fines	350,000	331,380	421,105
Rent and leases	672,216	641,854	791,617
Investment income	1,306,750	3,401,626	3,225,081
Cost sharing	852,682	120,682	122,270
Development charges	-	-	63,594
Other	824,517	(488,898)	2,505,447
	<u>5,106,165</u>	<u>5,678,099</u>	<u>8,280,320</u>
Capital			
Cost sharing	858,267	862,751	1,531,644
Other	1,882,404	3,128,928	5,845,221
Gain on disposal of tangible capital assets	-	136,629	4,599,030
	<u>2,740,671</u>	<u>4,128,308</u>	<u>11,975,895</u>
	<u>7,846,836</u>	<u>9,806,407</u>	<u>20,256,215</u>

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Corporation of the City of Welland
 Schedule 5 – Consolidated schedule of long-term debt
 Year ended December 31, 2020

	2020	2019
	\$	\$
Municipal debt		
General government		
General government	7,804,946	8,851,990
Protection to persons and property		
Fire	1,615,818	1,901,928
Transportation services		
Roadways	4,789,597	4,882,565
Transit	1,171,495	1,312,054
LED streetlighting	1,648,432	2,010,099
Environmental services		
Sanitary sewer system	2,994,117	2,782,547
Storm sewer system	224,265	269,164
Waterworks system	6,820,682	6,074,671
Recreational and cultural services		
Parks and recreation	20,944,981	20,917,147
Planning and development		
Market	137,115	197,290
	<u>48,151,448</u>	<u>49,199,455</u>
Other		
Due to City of Port Colborne, Town of Pelham and Township of Wainfleet	188,896	166,016
	<u>48,340,344</u>	<u>49,365,471</u>

Corporation of the City of Welland
Schedule 6 – Consolidated schedule of tangible capital assets
Year ended December 31, 2020

									2020
	Land and land improvements	Buildings	Roads and bridges	Waste and wastewater infrastructure	Vehicles	Computer hardware and software	Machinery and equipment	Assets under capital lease	Total
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cost									
Balance, beginning of year	54,489,085	88,191,204	121,487,022	146,083,267	20,654,915	3,245,996	17,402,503	90,021	451,644,013
Add: additions during year	721,387	3,225,702	5,300,065	8,668,950	760,565	342,955	2,284,785	-	21,304,409
Less: disposals during year	(45,264)	(3,112,792)	-	-	(1,502,921)	(7,559)	(508,596)	-	(5,177,132)
Balance, end of year	55,165,208	88,304,114	126,787,087	154,752,217	19,912,559	3,581,392	19,178,692	90,021	467,771,290
Accumulated amortization									
Balance, beginning of year	23,596,646	32,155,580	59,711,440	46,754,803	9,321,703	2,638,220	11,115,047	35,210	185,328,649
Add: amortization	995,097	2,108,321	3,130,152	2,142,350	1,368,755	527,269	1,001,907	2,587	11,276,438
Less: accumulated amortization of disposals	-	(1,708,827)	-	(34,914)	(1,232,103)	(7,559)	(621,498)	-	(3,604,901)
Balance, end of year	24,591,743	32,555,074	62,841,592	48,862,239	9,458,355	3,157,930	11,495,456	37,797	193,000,186
Net book value	30,573,465	55,749,040	63,945,495	105,889,978	10,454,204	423,462	7,683,236	52,224	274,771,104
Assets under construction	726,506	2,661,035	70,927	138,098	-	78,759	-	-	3,675,325
	31,299,971	58,410,075	64,016,422	106,028,076	10,454,204	502,221	7,683,236	52,224	278,446,429

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Corporation of the City of Welland
 Schedule 6 – Consolidated schedule of tangible capital assets
 Year ended December 31, 2019

									2019
	Land and land improvements	Buildings	Roads and bridges	Waste and wastewater infrastructure	Vehicles	Computer hardware and software	Machinery and equipment	Assets under capital lease	Total
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cost									
Balance, beginning of year	52,050,847	87,943,722	112,382,540	133,568,599	19,250,083	2,390,195	16,155,622	90,021	423,831,629
Add: additions during year	2,474,104	247,482	9,493,967	12,520,798	1,988,797	855,801	1,480,449	-	29,061,398
Less: disposals during year	(35,866)	-	(389,485)	(6,130)	(583,965)	-	(233,568)	-	(1,249,014)
Balance, end of year	54,489,085	88,191,204	121,487,022	146,083,267	20,654,915	3,245,996	17,402,503	90,021	451,644,013
Accumulated amortization									
Balance, beginning of year	22,501,118	29,987,174	56,982,426	44,721,034	8,573,299	2,135,273	10,340,974	34,745	175,276,043
Add: amortization	1,095,528	2,168,406	2,921,091	2,033,769	1,265,840	502,947	1,025,057	465	11,013,103
Less: accumulated amortization of disposals	-	-	(192,077)	-	(517,436)	-	(250,984)	-	(960,497)
Balance, end of year	23,596,646	32,155,580	59,711,440	46,754,803	9,321,703	2,638,220	11,115,047	35,210	185,328,649
Net book value	30,892,439	56,035,624	61,775,582	99,328,464	11,333,212	607,776	6,287,456	54,811	266,315,364
Assets under construction	-	1,547,651	842,095	989,660	-	-	311,319	-	3,690,725
	30,892,439	57,583,275	62,617,677	100,318,124	11,333,212	607,776	6,598,775	54,811	270,006,089

DRAFT

Independent Auditor's Report

To the Members of Council of The Corporation of the City of Welland:

Opinion

We have audited the financial statements of the Trust Funds of The Corporation of the City of Welland (the "Municipality"), which comprise the statement of financial position as at December 31, 2020, and the statements of financial activities and fund balance for the year then ended, and a summary of significant accounting policies (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2020, and the results of its operations for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter

The financial statements of the Municipality for the year ended December 31, 2019 were audited by another practitioner who expressed an unmodified opinion on those statements on August 5, 2020.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Burlington, Ontario

Chartered Professional Accountants

Licensed Public Accountants

DRAFT

Corporation of the City of Welland Trust Fund
Statement of financial activities and fund balance

For the Year Ended December 31, 2020

	2020	2019
	\$	\$
Revenue		
Perpetual Care	17,982	11,859
Fund balance, beginning of year	606,026	594,167
Fund balance, end of year	624,008	606,026

DRAFT

**Corporation of the City of Welland Trust Fund
Statement of Financial Position**

As at December 31, 2020

	2020	2019
	\$	\$
Assets		
Cash	398,471	373,053
Due from City of Welland	135,915	8,552
Investments	89,622	224,421
	624,008	606,026
Fund balance	624,008	606,026

DRAFT

Corporation of the City of Welland Trust Fund

Notes to the Financial Statements

For the Year Ended December 31, 2020

1. Significant accounting policies

Management responsibility

The financial statements of the Corporation of the City of Welland Trust Fund are prepared by management in accordance with Canadian Public Sector Accounting Standards ("PSAS"), and reflect the following significant accounting policies:

a) Basis of accounting

Sources of revenue and expenses are reported on the accrual basis of accounting. The accrual basis of accounting records revenues in the period they are earned and measurable and expenses in the period the goods and services are acquired and a liability is incurred.

b) Investments

Investments are recorded at cost.

c) Financial instruments

Cash and due from/to the City of Welland are recorded at amortized cost.

d) Use of estimates

The preparation of the financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimate and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the period. Actual results could differ from these estimates.

2. Investments

The total for investments by the trust funds of \$89,622 (2019 - \$224,421) reported on the statement of financial position at cost, have a market value of \$89,829 (2019 - \$213,504) at the end of the year.

Management does not believe the cost base of investments that are higher than market value are permanently impaired, and therefore no write-down is required in accordance with PSAS.

3. Statement of cash flows

A statement of cash flows has not been provided as the related information is readily determinable from the financial statements presented.

**MNP**

Corporation of The City of Welland

2020 Audit Findings

Report to Council

December 31, 2020

Ahmad Al-Rawee, CPA, CA

T: 289.293.9583

E: ahmad.al-rawee@mnp.ca

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OVERVIEW

We are pleased to submit to you this Audit Findings Report (the "Report") for discussion of our audit of the consolidated financial statements of Corporation of The City of Welland and its subsidiaries (the "Municipality") as at December 31, 2020 and for the year then ended. In this report we cover those significant matters which, in our opinion, you should be aware of as members of Council.

As auditors, we report to the members on the results of our examination of the consolidated financial statements of the Municipality as at and for the year ended December 31, 2020. The purpose of this Report is to assist you, as members of Council, in your review of the results of our audit.

This Report is intended solely for the information and use of Council and management and should not be distributed to or used by any other parties than these specified parties.

We appreciate having the opportunity to meet with you and to respond to any questions you may have about our audit, and to discuss any other matters that may be of interest to you.

ENGAGEMENT STATUS

We have completed our audit of the consolidated financial statements of the Municipality which has been carried out in accordance with Canadian generally accepted auditing standards and are prepared to sign our Independent Auditor's Report subsequent to completion of the following procedures:

- Receipt of the remaining outstanding legal confirmations;
- Receipt of the signed management representation letter;
- Discussion of subsequent events with Council;
- Council's review and approval of the consolidated financial statements.

No significant limitations were placed on the scope or timing of our audit.

INDEPENDENT AUDITOR'S REPORT



We expect to have the above procedures completed and to release our Independent Auditor's Report on August 10, 2021.








Unless unforeseen complications arise, our Independent Auditor's Report will provide an unmodified opinion to the members of the Municipality. A draft copy of our proposed Independent Auditor's Report has been included with this report. The matters disclosed in the Independent Auditor's Report are discussed further in the relevant sections of the Report.

AUDIT REPORTING MATTERS

Our audit was carried out in accordance with Canadian generally accepted auditing standards, and included a review of all significant accounting and management reporting systems, with each material year end balance, key transaction and other events considered significant to the consolidated financial statements considered separately.

SIGNIFICANT AUDIT, ACCOUNTING AND REPORTING MATTERS

AREA	COMMENTS
 CHANGES FROM AUDIT SERVICE PLAN	There were no deviations from the Audit Service Plan previously over the course of our audit.
 FINAL MATERIALITY	Final materiality used for our audit was \$2,900,000 for December 31, 2020, and \$2,650,000 for December 31, 2019.

AREA	COMMENTS
 IDENTIFIED OR SUSPECTED FRAUD	<p>While our audit cannot be relied upon to detect all instances of fraud, no incidents of fraud, or suspected fraud, came to our attention in the course of our audit.</p>
 IDENTIFIED OR SUSPECTED NON-COMPLIANCE WITH LAWS AND REGULATIONS	<p>Nothing has come to our attention that would suggest any non-compliance with laws and regulations that would have a material effect on the consolidated financial statements.</p>
 MATTERS ARISING IN CONNECTION WITH RELATED PARTIES	<p>No significant matters arose during the course of our audit in connection with related parties of the Municipality.</p>
 AUDITOR'S VIEWS OF SIGNIFICANT ACCOUNTING PRACTICES, ACCOUNTING POLICIES AND ACCOUNTING ESTIMATES	<p>The application of Canadian public sector accounting standards allows and requires the Municipality to make accounting estimates and judgments regarding accounting policies and financial statement disclosures.</p> <p>As auditors, we are uniquely positioned to provide open and objective feedback regarding your Municipality's accounting practices, and have noted the following items during the course of our audit that we wish to bring to your attention.</p> <p>The accounting policies used by the Municipality are appropriate and have been consistently applied.</p>
 FINANCIAL STATEMENT DISCLOSURES	<p>The disclosures made in the notes to the consolidated financial statements appear clear, neutral and consistent with our understanding of the entity and the amounts presented in the consolidated financial statements.</p>
 SIGNIFICANT DEFICIENCIES IN INTERNAL CONTROL	<p>While our review of controls was not sufficient to express an opinion as to their effectiveness or efficiency, no significant deficiencies in internal control have come to our attention.</p>
 MATTERS ARISING FROM DISCUSSIONS WITH MANAGEMENT	<p>There were no significant matters discussed, or subject to correspondence, with management that in our judgment need be brought to your attention.</p>

SIGNIFICANT RISK AREAS AND RESPONSES

SIGNIFICANT RISK AREA	RESPONSE AND CONCLUSION
<p>Other Revenues</p> <p>Other revenues could be overstated due to fraud or error.</p>	<p>MNP selected a sample of revenue transactions from the general ledger and traced selections to supporting documents and applicable payment. Testing of other revenues was done at a high risk factor to supporting documentation as well as journal entry testing.</p> <p>No issues to note.</p>
<p>Fraud Risk from Management Override of Controls</p> <p>There is a presumed fraud risk in each company. We have not identified any specific additional risk of management override related to this audit.</p>	<p>MNP incorporated this risk into procedures including testing of journal entries, retrospective review of estimates and evaluation of the business rationale for significant unusual transactions.</p> <p>No issues to note.</p>
<p>Fraud Risk from Revenue Recognition</p> <p>There is a presumed fraud risk related to revenue recognition as management pay plans are tied to earnings of the company.</p>	<p>MNP performed cut off procedures around year end to ensure revenue and expenses were recorded in the correct period.</p> <p>No issues to note.</p>

OTHER AREAS

AREA	COMMENTS
<p>AUDITOR INDEPENDENCE</p>	<p>We confirm to Council that we are independent of the Municipality. Our letter to Council discussing our independence is included as part of the additional materials attached to this report.</p>
<p>MANAGEMENT REPRESENTATIONS</p>	<p>We have requested certain written representations from management, which represent a confirmation of certain oral representations given to us during the course of our audit. This letter, provided by management, has been included as additional material to this report.</p>

AREA	COMMENTS
SUMMARY OF SIGNIFICANT DIFFERENCES	A few significant differences were proposed to management with respect to the December 31, 2020 consolidated financial statements. A summary of significant differences has been included with this report.

We appreciate having the opportunity to meet with you and respond to any questions you may have about our audit, and to discuss any other matters that may be of interest to you.

Sincerely,

MNP LLP

**Chartered Professional Accountants
Licensed Public Accountants**

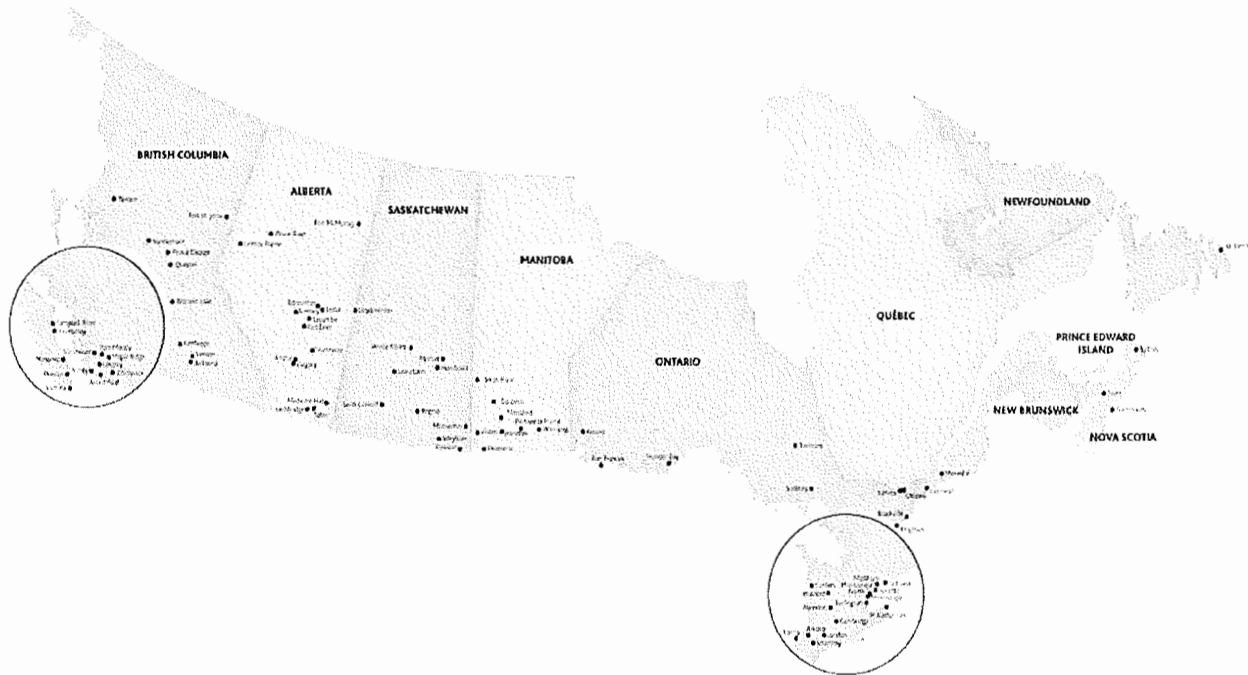
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MNP LLP – Wherever Business Takes You

Assurance › Consulting › Tax

About MNP LLP

MNP is a leading national accounting, tax and business consulting firm in Canada. We proudly serve and respond to the needs of our clients in the public, private and not-for-profit sectors. Through partner-led engagements, we provide a collaborative, cost-effective approach to doing business and personalized strategies to help organizations succeed across the country and around the world.





August 10, 2021

Members of Council
Corporation of The City of Welland
60 East Main Street
Welland, ON L3B 3X4

Dear Sirs/Mesdames:

We have been engaged to audit the consolidated financial statements of Corporation of The City of Welland ("the Municipality") as at December 31, 2020 and for the year then ended.

CAS 260 *Communication With Those Charged With Governance* requires that we communicate with you matters that are significant to our engagement. One such matter is relationships between the Municipality and its related entities or persons in financial reporting oversight roles at the Municipality and MNP LLP and any affiliates ("MNP") that, in our professional judgment, may reasonably be thought to bear on our independence. In determining which relationships to report, the Standard requires us to consider relevant rules and related interpretations prescribed by the appropriate professional accounting body and applicable legislation, covering such matters as:

- (a) Holding a financial interest, either directly or indirectly, in a client;
- (b) Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client or a related entity;
- (c) Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client or a related entity;
- (d) Economic dependence on a client; and
- (e) Provision of non-assurance services in addition to the audit engagement.

We are not aware of any relationship between the Municipality and MNP that, in our professional judgment, may reasonably be thought to bear on our independence, which have occurred from January 1, 2020 to August 10, 2021.

We hereby confirm that MNP is independent with respect to the Municipality within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of Ontario as of August 10, 2021.

This report is intended solely for the use of Council, management and others within the Municipality and should not be used for any other purposes.

Sincerely,

MNP LLP

**Chartered Professional Accountants
Licensed Public Accountants**

encls.

Corporation of The City of Welland
60 East Main Street
Welland, ON L3B 3X4

August 10, 2021

MNP LLP
1122 International Blvd
6th floor
Burlington, Ontario L7L 6Z8

To Whom It May Concern:

In connection with your audit of the consolidated financial statements of Corporation of The City of Welland (the "Municipality") as at December 31, 2020 and for the year then ended, we hereby confirm to the best of our knowledge and belief, the following representations made to you during the course of your audit.

We understand that your audit was made in accordance with Canadian generally accepted auditing standards. Accordingly, the audit included an examination of the accounting system, controls and related data, and tests of the accounting records and such other auditing procedures as you considered necessary in the circumstances, for the purpose of expressing an opinion on the consolidated financial statements. We also understand that such an audit is not designed to identify, nor can it necessarily be expected to disclose, misstatements, non-compliance with laws and regulations, fraud or other irregularities, should there be any.

Certain representations in this letter are described as being limited to matters that are material. An item is considered material, regardless of its monetary value, if it is probable that its omission from or misstatement in the consolidated financial statements would influence the decision of a reasonable person relying on the consolidated financial statements.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 16, 2020, for the preparation and fair presentation of the Municipality's consolidated financial statements in accordance with Canadian public sector accounting standards. We believe these consolidated financial statements are complete and present fairly, in all material respects, the financial position of the Municipality as at December 31, 2020, and the results of its operations and its cash flows, in accordance with Canadian public sector accounting standards.
2. All transactions have been recorded in the accounting records and are reflected in the consolidated financial statements, and are reported in the appropriate period.
3. We acknowledge that we are responsible for the accounting policies followed in the preparation of the Municipality's consolidated financial statements. Significant accounting policies, and any related changes to significant accounting policies, are disclosed in the consolidated financial statements. The selection of accounting policies is appropriate in accordance with the requirements of Canadian public sector accounting standards, and are applied consistently throughout the consolidated financial statements.
4. All significant judgments made in making the accounting estimates have taken into account all relevant information of which we are aware.
5. The selection and application of the methods, assumptions and data used in making the accounting estimates are consistent and appropriate.
6. The assumptions relevant to accounting estimates and disclosures appropriately reflect our intent and ability to carry out specific courses of action on behalf of the entity.
7. Disclosures related to accounting estimates, including disclosures describing estimation uncertainty, are complete and are reasonable in the context of Canadian public sector accounting standards.

8. Appropriate specialized skills or expertise have been applied in making the accounting estimates.
9. No subsequent event requires adjustment to the accounting estimates and related disclosures included in the financial statements.
10. We are aware of and concur with the contents and results of the attached journal entries prepared by you, and accept responsibility for the consolidated financial statement effects of the entries.
11. We believe the effects of those uncorrected consolidated financial statement differences aggregated by you during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole. A summary of these differences has been attached to this written representation.
12. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian public sector accounting standards.
13. All events or transactions that have occurred subsequent to the statement of financial position and for which Canadian public sector accounting standards require adjustment or disclosure have been adjusted or disclosed appropriately in the consolidated financial statements.
14. We further acknowledge the following items related specifically to COVID-19:
 - We have assessed the impact of COVID-19 on the Municipality's operations and have provided you all information relevant to the impact it has had and/or is anticipated to have on the Municipality's operations.
 - We have made available to you all source documentation requested, whether in original or scanned/electronic format. Where information has been provided in scanned/electronic format, it has been accurately reproduced.
 - All events or transactions that have occurred subsequent to the statement of financial position and for which Canadian public sector accounting standards require adjustment or disclosure have been adjusted or disclosed appropriately in the consolidated financial statements.
15. The restatements made to correct material misstatements in prior periods affecting comparative information have been properly recorded, are approved by us, and will be recorded on the accounting records of the Municipality.
16. All plans or intentions that may affect the carrying value or classification of assets and liabilities are appropriately reflected in the consolidated financial statements in accordance with Canadian public sector accounting standards.
17. All liabilities, both known and contingent, requiring recognition or disclosure in the consolidated financial statements in accordance with the requirements of Canadian public sector accounting standards have been adjusted or disclosed as appropriate.
18. All outstanding and possible claims, whether or not they have been discussed with legal counsel, have been disclosed to you and are appropriately reflected in the consolidated financial statements.
19. All assets, wherever located, to which the Municipality had satisfactory title at the year-end, have been fairly stated and recorded in the consolidated financial statements. The assets are free from hypothecation, liens and encumbrances, except as noted in the consolidated financial statements. We have disclosed the nature and carrying amounts of any assets pledged as collateral. All assets of uncertain value, and restrictions imposed on assets, are appropriately reported in the consolidated financial statements.
20. All aspects of laws, regulations or contractual agreements, including non-compliance, are appropriately reflected in the consolidated financial statements.

21. All cash accounts have been appropriately recorded in the consolidated financial statements and all terms and associated conditions have been disclosed to you in full. We have provided you with the most current banking agreements.
22. Investments in marketable securities are appropriately recorded in the consolidated financial statements in accordance with the requirements of Canadian public sector accounting standards. All events or circumstances giving rise to impairments are reflected in the consolidated financial statements.
23. Accounts and contributions receivable are correctly described in the records and represent valid claims as at December 31, 2020. An appropriate allowance has been made for losses from uncollectible accounts and for costs or expenses that may be incurred with respect to sales made or services rendered.
24. Inventory is correctly recorded in the consolidated financial statements in accordance with the requirements of Canadian public sector accounting standards. All required provisions for slow-moving, obsolete, and unsaleable stock have been recorded. Inventory does not include any goods on consignment to others or goods invoiced to customers.
25. All investments in subsidiaries, partnerships and business partnerships have been appropriately recorded in the consolidated financial statements in accordance with the accounting policies described in the notes thereto and the requirements of Canadian public sector accounting standards.
26. All charges to tangible capital assets represent capital expenditures. No expenditures of a capital nature were charged to operations of the Municipality. Depreciation of property, plant and equipment has been recorded according to our best estimates of their useful lives. All events or circumstances giving rise to impairments are appropriately reflected in the consolidated financial statements.
27. Government transfers should be recognized when the transfer is authorized, and all eligibility criteria have been met.
28. All long-term debt has been appropriately recorded in the consolidated financial statements. All payments and accrued interest have been accounted for. The current portion of long-term debt is appropriately classified. All terms and conditions have been fully disclosed in the consolidated financial statements. We have provided you with the most current debt and financing agreements.
29. Employee future benefits have been appropriately recorded in the consolidated financial statements according to the requirements of Canadian public sector accounting standards. All actuarial assumptions and valuations have been disclosed to you in full and are appropriate.
30. Revenue has been recognized only where sales have been made and items delivered, or services rendered, and the amounts have been collected or are collectible. Revenues do not include any amounts arising from consignment sales or from any other transaction from which the Municipality is not entitled to the proceeds.
31. We have identified all financial instruments, including derivatives, and hedging relationships. These have been appropriately recorded and disclosed in the consolidated financial statements in accordance with the requirements of Canadian public sector accounting standards.
32. We have identified all known or potential contaminated sites and the costs associated with the remediation of these sites have been appropriately accounted for and disclosed in the financial statements in accordance with Canadian public sector accounting standards.

Information provided

1. We have responded fully to all inquiries made to us and have made available to you:
 - A complete record of all financial records that are relevant to the preparation and presentation of the consolidated financial statements and minutes of the meetings of Council held throughout the year to the present date as well as summaries of recent meetings for which minutes have not yet been prepared;
 - Additional information that you have requested from us for the purpose of your audit;

- Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
2. We acknowledge management's responsibility for the design, implementation and operation of controls that have been designed to prevent and detect fraud.
 3. We have assessed the risk that the consolidated financial statements may be materially misstated as a result of fraud, and have determined such risk to be low.
 4. Where the impact of any frauds or suspected frauds, and non-compliance or possible non-compliance with laws and regulations, has a material effect on the consolidated financial statements, we have disclosed to you all known significant facts relating thereto, including circumstances involving management, employees having significant roles over controls, and others. We have made known to you any allegations of fraud or suspected fraud communicated by employees, former employees, analysts, regulators and others. The effects of such events, if any, are properly presented in the consolidated financial statements.
 5. We have disclosed to you all deficiencies in the design or operation of internal controls over financial reporting of which we are aware.
 6. We have disclosed to you all aspects of laws, regulations or contractual agreements that may affect the financial statements, including non-compliance.
 7. We have disclosed to you the identities of all related parties to the Municipality and all related party relationships and transactions of which we are aware.
 8. We have no knowledge of side agreements (contractual or otherwise) with any parties that have not been disclosed to you.
 9. There are no discussions with your firm's personnel regarding employment with the Municipality.

Professional Services

1. We acknowledge the engagement letter dated September 16, 2020, which states the terms of reference regarding your professional services.
2. We are not aware of any reason why MNP LLP would not be considered independent for purposes of the Municipality's audit.

Sincerely,

Corporation of The City of Welland

Signature

Title

MNP LLP
 Audit Program - Summary of Differences


Client: Corporation of The City of Welland
 Client #: 835861
 Year End: 31/12/2020

Unadjusted Differences

Designed to pull all journal entries (with balances over De Minimis) recorded in the CaseWare file which are classified as "Unrecorded - factual", "Unrecorded - projected", "Unrecorded - judgmental"

Journal entry #	Ref	Type and Cause of Difference	Adjustment to Earnings/Comprehensive Income Item/Re measurement Gain(Loss)					Adjustments to Balance Sheet Item					Out of Balance			
			Factual/ Judgmental/ Possible (A)	Projected (B)	Likely Aggregate	Income Tax Effect	Net income after tax	RM Gain (Loss)	Opening Equity	Current Assets	Other Assets	Current Liabilities		LT Liabilities	Other Equity	Closing Equity
SUD2	BB 3	To record payment not accrued for at year end	284,053.87	0.00	284,053.87	0.00	284,053.87	0.00	0.00	0.00	0.00	-284,053.87	0.00	0.00	284,053.87	0.00
SUD3	MM 4	To record the impact of the 2018 vacation accrual that was reversed in 2020	-237,904.86	0.00	-237,904.86	0.00	-237,904.86	0.00	237,904.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closing equity differences			48,149	0	48,149	0	48,149	0	237,895	0	0	-284,054	0	0	284,054	0
Uncorrected opening differences			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Current period differences DR (CR)			48,149	0	48,149	0	48,149	0	237,895	0	0	-284,054	0	0	284,054	0
Materiality			2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000
Excess (shortfall)			2,853,851	2,900,000	2,853,851	2,900,000	2,853,851	2,900,000	2,662,896	2,900,000	2,900,000	2,615,948	2,900,000	2,900,000	2,615,948	0

SPECIAL COUNCIL
CORPORATE SERVICES
FINANCE DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-45

REPORT FIN-2021-24
AUGUST 10, 2021

SUBJECT: CONTINUATION OF MULTI-YEAR CONTRACT FOR GENERAL INSURANCE: MUNICIPAL INSURANCE COVERAGE FOR DURATION OF JULY 1, 2021 THROUGH JUNE 30, 2022

**AUTHOR: MIKE LOSTRACCO, CPA, CMA
REVENUE SERVICE MANAGER**

**APPROVING DIRECTOR: STEVE ZORBAS, CPA, CMA, B.Comm, DPA
CAO / DIRECTOR, CORPORATE SERVICES / CHIEF FINANCIAL OFFICER / TREASURER**

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information and approves Report FIN-2021-24 regarding Intact Public Entities (formerly known as Frank Cowan Company) for the final year of the multi-year contract for the delivery of general insurance coverage at an upper limit cost of \$810,163 (excluding PST) for 2021 – 2022.

ORIGIN AND BACKGROUND:

Intact Public Entities is the incumbent source for the City's insurance coverage. In 2018, Council accepted a proposal from the incumbent to provide coverage for two years plus a one year option to renew.

COMMENTS AND ANALYSIS:

The current agreement is finishing its final year of the agreement which commenced July 1, 2018. Intact Public Entities have continually provided good service at reasonable prices to the City of Welland.

Currently, the insurance industry is in what is called a "hard market" cycle. In a hard market, there is a challenge in terms of pricing with reduced capacity of insurance available in the marketplace, as well as insurers being more selective of the types of risks they are willing to insure. A "soft market" would see increased capacity in the marketplace and increased competition which results in downward pressure on pricing.

FINANCIAL CONSIDERATION:

The bottom line for 2021-2022, the City's insurance program has seen a 14.9% increase which we have been told falls to the lower end of the average increase, part of which can be attributed to the City's favourable loss history. The City insurance budget for 2021 is \$748,357.

OTHER DEPARTMENT IMPLICATIONS:

Solicitation of proposals has been completed in compliance with the approved Purchasing Policy and contract legal practices of the Finance Division of Corporate Services.

SUMMARY AND CONCLUSION:

Staff recommends that Council receives for information and approves Report FIN-2021-24 regarding Intact Public Entities for the final year of the multi-year contract for the delivery of general insurance coverage at an upper limit cost of \$810,163 (excluding PST) for 2021 – 2022.

ATTACHMENTS:

Appendix I – Renewal Report Cost Analysis for the Policy Term July 1, 2021 to July 1, 2022

Cost Analysis


	Expiring Program Term	Renewal Program Term
Casualty		
General Liability	\$ 263,516	\$ 284,597
Errors and Omissions Liability	15,175	16,389
Non-Owned Automobile Liability	410	410
Environmental Liability	23,211	25,068
Crime	3,742	3,853
Board Members Accident	2,129	2,129
Volunteers' Accident	1,000	1,000
Conflict of Interest	562	562
Legal Expense	2,671	2,671
Recreation Affiliates	3,950	3,950
Property		
Property	134,240	145,686
Equipment Breakdown	8,583	8,755
Automobile		
Owned Automobile	71,475	88,877
Owned Automobile - Transit	125,092	160,250
Excess		
Excess Automobile – 1 st (Transit)	2,981	4,875
Excess Automobile – 2 nd (Transit)	2,662	4,355
Follow Form – 1 st layer	20,770	27,001
Follow Form – 2 nd layer	22,873	29,735
Total Annual Premium	\$ 705,042	\$ 810,163
(Excluding Taxes Payable)		

Premium Review 2016-2020		% Change
2015 (Previous Insurer)	\$725,596	
2016 (Intact Public Entities)	\$650,852	-10.3%
2017	\$660,356	1.5%
2018	\$630,101	-4.6%
2019	\$626,768	-0.5%
2020	\$705,042	12.5%
2021 Proposed	\$810,163	14.9%
Average annual increase since previous insurer is +2%		

"Soft Market"

 "Hard Market"

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TRANSIT DIVISION

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21-13
REPORT TRANS-2021-06
AUGUST 10, 2021

SUBJECT: EXPEDITED SERVICE LEVEL INCREASE

AUTHOR: EDWARD ZAHRA, TRANSIT MANAGER

APPROVING G.M.: STEVE ZORBAS, CAO

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information report TRANS-2021-06 – Expedited Service Level Increase; and further

THAT Welland City Council approves the increase to transit service levels to thirty (30) minute headways during peak AM and PM peak periods, Monday to Friday only.

ORIGIN AND BACKGROUND:

A secondary review has taken place after concerns were raised during the Council meeting on July 6th, 2021, regarding the timing of Welland Transit's service increase. Specific demographics requiring transit could benefit from increasing the frequency of service prior to the approved date of September 5th, 2021, since the province entered Phase 3 of its reopening model July 15th, 2021.

COMMENTS AND ANALYSIS:

Based on the above, it was noted the residents of the City of Welland who require transit for work are facing challenges with the current frequency and would benefit from increased service levels. In addition, with students returning to in-class learning for September, commencing a more frequent service would allow for said students to better prepare themselves for the fall semester. To meet this need, the following increases are recommended:

Double the service interval from 60 minutes headways to 30 minutes, for Municipal routes Monday to Friday, during peak periods, (AM Peak = 6:00 AM to 10:00 AM, PM Peak = 3:00 PM to 7:00 PM); Saturday and Sunday service will remain unchanged from the date of implementation until the approved Fall Service change occurs on September 5th, 2021.

FINANCIAL CONSIDERATION:

An increase in operating cost of approximately \$15, 646 per week would be incurred if the proposed model is approved, however still within the 2021 approved Operating budget.

OTHER DEPARTMENT IMPLICATIONS:

Communications would be required to ensure all passengers and residents are informed of the increased service.


SUMMARY AND CONCLUSION:

In conclusion, it is feasible to increase transit service levels to meet the aforementioned concerns as early as August 15th, 2021. Staff recognize the importance of providing reliable and consistent transit to the City of Welland including any means of enhancement.

ATTACHMENTS:

N/A

COUNCIL
OFFICE OF THE CAO
TRANSIT DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-13
REPORT TRANS-2021-07
AUGUST 10, 2021

SUBJECT: EXPANDED TRANSIT TERMINAL HOURS

AUTHOR: EDWARD ZAHRA, TRANSIT MANAGER

APPROVING G.M.: STEVE ZORBAS, CAO

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information report TRANS-2021-07 – Expanded Transit Terminal Hours; and further

THAT Welland City Council approves the update to the hours of operation from 6:00 AM to 11:00 PM (Monday to Friday), 6:00 AM to 10:00 PM (Saturday) and 10:00 AM to 6:00 PM (Sundays and Holidays), effective January 2nd, 2022.

ORIGIN AND BACKGROUND:

To enhance the Transit Terminal hours from its current state to better align with the hours in which transit operates as a service. Currently the hours of operation are 7:00 AM to 9:00 PM; One (1) hour short of AM Peak Service and two (2) hours short of when service is completed. Upon approval, the hours of operation will expand to 6:00 AM to 11:00 PM (Monday to Friday), 6:00 AM to 10:00 PM (Saturday), and 10:00 AM to 6:00 PM (Sundays and Holidays).

Pending Council approval, the change in hours would be effective January 2nd, 2022.

COMMENTS AND ANALYSIS:

A review of the schedule has taken place and staff have established both a beneficial and cost-effective solution to enhance the hours of operation for the Transit Terminal. In order to meet the new hours of operation, recruitment of additional part-time staff will be necessary. In addition, recognizing the Terminal will be open into the late evening, safety of staff has been addressed by way of Security presence for closing hours Monday to Saturday.

FINANCIAL CONSIDERATION:

The proposed schedule increases the monthly hours to 602 from 411. The increased costs with respect to wages and overall operation have been considered and submitted for the 2022 budget review.

OTHER DEPARTMENT IMPLICATIONS:

Communications will need to ensure public is made aware through multiple medias.

SUMMARY AND CONCLUSION:

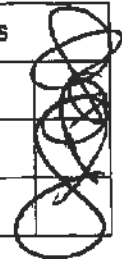
In conclusion, expanding the Transit Terminal's hours of operation is a benefit to our customers and residents of the City of Welland. Aligning with our service hours provides customers an opportunity for customers to purchase fare media in advance of their trips, acts as safe refuge while waiting for transit during inclement weather, and allows customers to speak directly with Transit Staff for any inquiries they may have specific to their travels.

Overall, the customer experience is greatly improved by removing a barrier which has been recognized through this assessment. The start date of January 2nd, 2022 allows staff to effectively communicate the changes to passengers and residents of the City of Welland. In addition, it permits appropriate time to recruit the additional staff and provide adequate training to ensure success.

ATTACHMENTS:

N/A

COUNCIL
OFFICE OF THE CAO
TRANSIT DIVISION

APPROVALS	
DIRECTOR	
GFO	
CAO	

01-13

REPORT TRANS-2021-08
AUGUST 10, 2021

SUBJECT: RENEWAL OF UPASS AGREEMENT FOR BROCK UNIVERSITY STUDENTS' UNION

AUTHOR: EDWARD ZAHRA, TRANSIT MANAGER

APPROVING G.M.: STEVE ZORBAS, CAO

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information report TRANS-2021-08 – RENEWAL OF UPASS AGREEMENT FOR BROCK UNIVERSITY STUDENTS' UNION; and further

THAT Welland City Council authorizes the Mayor and Clerk to execute all necessary by-laws and agreements.

ORIGIN AND BACKGROUND:

Welland Transit has provided U-Pass privileges for Brock University students since 2007. The agreement will be in effect from September 1st, 2021, through until April 30th, 2022. As always, the inter municipal Niagara Region Transit routes will be provided by Welland Transit staff on a full cost recovery basis from the Region.

COMMENTS AND ANALYSIS:

Every municipal trip taken on a Welland Transit bus by a Brock University student will be captured as they swipe their Student I.D. cards on our fareboxes when boarding. This ridership will be monitored closely as every card swipe represents \$0.90 cents for the City of Welland.

FINANCIAL CONSIDERATION:

It should be understood that the September 2021 school year will be a hybrid model and ridership and overall revenue would only be an estimated figure. Should the student ridership mirror that of the 2018/2019 school year, it's expected to have an increase in overall revenue due to the newly agreed rate of \$0.90 per trip opposed to the previous \$0.75.

OTHER DEPARTMENT IMPLICATIONS:

There are no foreseeable impacts to other departments.

SUMMARY AND CONCLUSION:

In conclusion, it is recommended that Welland City Council authorize the Mayor and Clerk to execute the necessary by-laws and agreements in order to continue the longstanding relationship between Welland Transit, the Niagara Region and Brock University

ATTACHMENTS:

Appendix A: Final Copy of U-Pass Agreement

THIS AGREEMENT effective as of the 1st day of September, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF NIAGARA FALLS

(hereinafter referred to as "NFT")

THE CORPORATION OF THE CITY OF WELLAND

(hereinafter referred to as "WT")

THE CORPORATION OF THE TOWN OF FORT ERIE

(hereinafter referred to as "TOFE")

THE CORPORATION OF THE CITY OF PORT COLBORNE

(hereinafter referred to as "PTC")

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as "Niagara Region")

RECITALS

1. Brock University students have a desire to access public transit within and across the Region of Niagara ("**Eligible Students**").
2. All of the municipal parties to this agreement, save Niagara Region, provide, amongst other things, intra-municipal public transit services within its geographic boundaries (in each case a "**Local Transit Provider**").
3. The parties to this agreement have agreed that Niagara Region shall act as liaison and single-point of contact with Brock University with respect to the coordination and implementation of the Universal Student Transit Pass ("**U-Pass**") program.
4. Accordingly, the purpose of this Agreement is to set out the terms and conditions upon which Niagara Region will have the authority to grant access to the local transit systems of each of the Local Transit Providers.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM AND TERMINATION

1. This Agreement shall be effective as of September 1, 2021 and shall remain in effect until April 30, 2022 (the “Term”) subject to earlier termination in accordance with Section 3 of this Agreement.
2. Extension of the Agreement beyond April 30, 2022 shall require mutual consent and agreement of all parties hereto.
3. Niagara Region shall have the right to terminate in whole or in part if:
 - a. Niagara Region Council does not approve the budget for the services contemplated by this Agreement for the period from January 1, 2022 to April 30, 2022 on or before December 12, 2021 or such other date in 2021 as Niagara Region may specify in writing; or
 - b. One or more Local Service Providers fails to provide Eligible Students access to its public transit services as provided for herein.

U-PASS PRIVILEGES

4. The parties acknowledge and agree that Eligible Students shall be entitled to unlimited ridership privileges between September 1, 2021 and April 30, 2022 on all local transit services provided by the applicable Local Transit Provider when a valid student identification is produced to the bus operator upon entry. In the event a student passenger does not produce valid student identification or applicable fare, he/she may be refused access to the bus.
5. The Local Transit Providers hereby authorize Niagara Region to negotiate access for and grant access to Eligible Students in respect of the U-Pass program.
6. Where student identification is being used inappropriately, Local Transit Providers will use commercially reasonable efforts to ensure that bus operators record the details of same (e.g., take a picture, record student number...etc.) and forward to the appropriate office, with an explanation of the circumstances, within 24 hours.

SERVICE LEVELS

7. The parties recognize that Local Transit Providers may, from time to time, and throughout the Term of this Agreement amend or alter its routes and schedules in operation. Nothing in this Agreement is intended to fetter a Local Transit Provider’s ability to change its service offerings. Local Transit Providers agree to permit Eligible Students access to any such modified public transit routes.
8. No liability shall result from delay or non-performance by Niagara Region or the Local Transit caused by unforeseen circumstances, including without limitation, acts of God, terrorist acts, flood, fire, war, action, labour trouble, equipment failure or shortage, weather, accidents, traffic congestion, detours, road closures, or similar circumstances beyond the reasonable control of Niagara Region or the Local Transit Providers.

PAYMENT AND TAP RATES

9. Niagara Region shall pay \$0.90 for each trip by an Eligible Student on the Local Transit Provider's transit service (the "**Tap Rate Fees**") as follows:
 - a. For the Fall Semester – An amount equal to the Tap Rate x the number of Eligible Student trips between September 1, 2021 and December 31, 2021 payable by January 30, 2022; and
 - b. For the Winter Semester – An amount equal to the Tap Rate x the number of Eligible Student trips between January 1, 2022 and April 30, 2022 payable by May 31, 2022.
10. In all cases Niagara Region's requirement to remit payment is conditional upon receipt of a proper invoice from a Local Transit Provider setting out the appropriate amount owing for the relevant service and time periods as set out herein together with such supporting information as may reasonably be required by Niagara Region so as to confirm the amounts payable.

INDEMNIFICATION

11. The Local Transit Providers shall release and indemnify Niagara Region against and save Niagara Region harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which Niagara Region may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by the Local Transit Providers in this Agreement.
12. Niagara Region shall release and indemnify the Local Transit Providers against and save the Local Transit Providers harmless from and against all claims, demands or proceedings for loss, damage or injury, including death, and from and against all costs and expenses which the Local Transit Providers may sustain, suffer or incur, resulting from or arising directly out of any responsibility or obligation assumed by Niagara Region in this Agreement.

DISPUTE RESOLUTION

13. The Local Transit Providers and Niagara Region hereby commit to make sincere efforts to resolve any disagreements between them properly, at the lowest possible level of authority and consistent with their respective rights and responsibilities and the objectives of this Agreement. However, if parties hereto cannot resolve matters in difference between them, that matter shall be referred to the arbitration of a single arbitrator, if the parties agree upon one; otherwise to three arbitrators, one to be appointed by the Local Service Provider(s) and one by Niagara Region, and a third to be chosen by the first two arbitrators before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators, or any two of the three arbitrators, including any determination as to the responsibility for payment of the costs of the arbitration, shall be binding upon the parties and their respective successors and assigns. The provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 shall apply to this arbitration. For these purposes, "matters in difference" shall include matters which the parties have not resolved within thirty (30) days

following delivery by one party to the remaining parties of notice in writing of an issue arising in connection with this Agreement.

NOTICE

14. Any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be effectively given if: (a) delivered personally; (b) sent by prepaid courier service; (c) sent by registered mail; or (d) sent by facsimile or email or other similar means of electronic communication to the contact information set out in Schedule "A". Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication sent by registered mail shall be deemed to have been given and received on the third business day following the date of mailing. Any notice or other communication transmitted by facsimile or email or other similar form of electronic communication shall be deemed to have been given and received on the day of its transmission provided that such day is a business day and such transmission is completed before 5:00 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission. Regardless of the foregoing, if there is a mail stoppage or labour dispute or threatened labour dispute which has affected or could affect normal mail delivery by Canada Post, then no notice or other communication may be delivered by registered mail.

GENERAL PROVISIONS

15. The parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.
16. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than those expressly set forth in this Agreement.
17. The laws of the Province of Ontario govern this Agreement. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by an authorized representative of each of the parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the waiver and unless otherwise provided in writing, shall be limited to the specific breach waived.
18. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.
19. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____

Name: Ron Tripp

Position: Chief Administrative Officer (Acting) and Commissioner Public Works

Date: _____

I have the authority to bind the Corporation.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per: _____

Name:

Position:

Per: _____

Name:

Position:

Date: _____

I/We have the authority to bind the Corporation.

THE CORPORATION OF THE CITY OF WELLAND

Per: _____

Name:

Position:

Per: _____

Name:

Position:

Date: _____

I/We have the authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per: _____
Name:
Position:

Per: _____
Name:
Position:

Date: _____

I/We have the authority to bind the Corporation.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name:
Position:

Per: _____
Name:
Position:

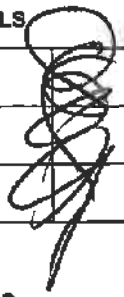
Date: _____

I/We have the authority to bind the Corporation.

Schedule "A"
Notice Information

<p>If to Niagara Region:</p> <p>1815 Sir Isaac Brock Way, P.O. Box 1042 Thorold, ON L2V 4T7 Attention: Commissioner of Public Works Fax: 905-687-8056</p>	<p>If to the Corporation of the City of Welland:</p>
<p>If to the Town of Fort Erie:</p>	<p>If to the City of Port Colborne:</p>
<p>If to the Corporation of the City of Niagara Falls:</p>	

COUNCIL
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TRANSIT DIVISION

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DIRECTOR	
CFO	
CAO	

21-13

REPORT TRANS-2021-09
AUGUST 10, 2021

SUBJECT: NOVA BUS PURCHASES THROUGH THE TRANSIT JOINT PROCUREMENT AGREEMENT

AUTHOR: EDWARD ZAHRA, TRANSIT MANAGER

APPROVING G.M.: STEVE ZORBAS, CAO

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information report TRANS-2021-09 – Nova Bus Purchases Through the Transit Joint Procurement Agreement; and further;

THAT Welland City Council approves the shortfall of funding be allocated from Capital Project ITS Enhancements; and further

THAT Welland City Council authorizes the Mayor and Clerk to execute all necessary by-laws and agreements.

ORIGIN AND BACKGROUND:

Metrolinx, the managing and planning organization for GO Transit, has created a program to assist municipalities with the procurement of buses. This Metrolinx program is referred to as the Joint Procurement Initiative. Municipalities interested in participating in this voluntary program would enter into an Agreement with Metrolinx, who then assist with the Requests for Proposals process based on input from participating transit agencies. The intent of the initiative is to pool orders for buying power, share technical expertise, and ensure enhanced build quality control through in-plant inspections.

This initiative was presented to Council by way of report 'TRANS-2020-03' and July 7th, 2020, and approved. Welland Transit has since participated in the initiative and is in the process of acquiring three (3) buses; one (1) for the City of Welland and two (2) for the Niagara Region.

COMMENTS AND ANALYSIS:

Purchasing of buses is an integral part of Welland Transit's ability to provide reliable service to our customers. Although our fleet is regularly maintained and inspected both by our certified maintenance personnel and the Ministry of Transportation of Ontario (MTO), assets depreciate over time and replacement becomes the most cost-effective measure to maintain the high standards we strive to achieve.

Furthermore, as Welland Transit continues to grow and develop inline with City projects, increasing the overall fleet is required to fulfill the demands of our growing population and ridership

FINANCIAL CONSIDERATION:**Municipal Bus Procurement (1):**

The total cost, of the bus procured, inclusive of City HST, for Welland's Municipal transit is \$664,067.44, which will be funded by capital project 'Conventional Low Floor Bus': 10-820-21615 (\$625,000). Additional costs include branding and farebox installation, estimated to be \$24,000. It is recommended that the funding shortfall of approximately \$63,000 to be reallocated from capital project 'ITS Enhancements': 10-810-19164.

Regional Bus Procurement (2):

The total cost of the buses to be purchased, inclusive of City HST, is \$1,324,947.76, which will be invoiced to Niagara Region for full cost recovery.

OTHER DEPARTMENT IMPLICATIONS:

Finance Department staff will be required for payment processing.

SUMMARY AND CONCLUSION:

This Joint Procurement Initiative Agreement with Metrolinx has been in existence since 2006 and Welland Transit has secured Council support for this Agreement and participated in the program since 2009. It is the recommendation for Council to approve signing of the purchase agreement and reallocation of funds for the shortfall, in order to obtain the buses in 2022 continue to grow transit in the City of Welland.

ATTACHMENTS:

Appendix A: Purchase Agreement between Metrolinx, Nova Bus and the City of Welland



2020-2023
Metrolinx TPI Jointment Procurement
12m & 18m Transit Buses

Purchase Agreement

Schedule 2 to the Master Agreement
Between Metrolinx & Nova Bus

RFP-2019-PROC-158

Addendum No.3

Note: Any questions, please contact Metrolinx Representative, see Article 1.

Schedule 2 to the Master Agreement

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PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT, for the
The Supply and Delivery of 12m Diesel, Compressed Natural Gas and Hybrid Electric Transit Buses
(with options for 18m DSL & HYB)**

is effective as of the

May 12th 2021

BETWEEN:

Corporation of the City of Welland

("the Purchaser")

- and -

Nova Bus, a Division of Volvo Group Canada Inc.

("the Supplier")

In consideration of their respective agreements set out below and subject to the terms of the Master Agreement for RFP-2019-PROC-158 between Metrolinx and Nova Bus, a Division of Volvo Group Canada Inc., dated January 6, 2021 (fully executed January 22, 2021), the Parties covenant and agree as follows:

1.0 ARTICLE 1 – DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

"Defect" means any

- a) deficiency disclosed by the Supplier or otherwise discovered by the Purchaser in respect of a Bus; or
- b) patent or latent malfunction or failure in manufacture, installation, or design of any material, component or subsystem;

"Free On Board" or **"FOB"** means the Supplier bears the cost and risks associated with transportation, up to and including the delivery of the Buses and Optional items (as applicable) to the Purchaser's destination specified in the Purchase Agreement;

"Master Agreement" means the agreement made between the Supplier and Metrolinx for the provision of Buses to Purchasers during the Term including all of its schedules;

"Metrolinx Address" means:

**30 Wellington Street West
4th Floor
Toronto, Ontario
M5L 1B1**

Metrolinx Representative: Title: Yolanda da Silva, Manager, Transit Procurement Initiative

Telephones: 416-202-5804

Fax: Please email: Yolanda.dasilva@metrolinx.com

"MSDS" means the Material Safety Data Sheets required under applicable laws or other requirements of law including the Workplace Hazardous Materials Information System (WHMIS) legislation;

"Parties" means the Purchaser and the Supplier;

"Purchase Agreement" or **"PA"** means this agreement (including all Schedules) entered into between Supplier and the Purchaser, in accordance with the RFP and the Master Agreement; which is also referred to herein as the Agreement;

"Purchasers Confidential Information" means any information that the Purchaser identifies in writing as confidential pursuant to section 14.01;

“Term” has the meaning in Section 4.01 of this Purchase Agreement;

All other capitalized terms used in this Agreement have the meanings ascribed to them in the Master Agreement.

1.02 Schedules

The Schedules to this PA form a part of this PA and are as follows:

Schedule A (Deliverables)

Schedule B (Price); and

Additional Schedule(s), if applicable (Subsequent Option Year orders and/or new Purchase Orders).

1.03 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract for the purposes of this PA alone: (a) the main body of the PA shall govern over the Schedules to the PA; (b) subject to the last sentence in Section 3.04(c) of the Master Agreement, the Master Agreement (including its Schedules) shall govern over the Purchase Agreement (including its Schedules); (c) the Master Agreement (including its Schedules) and the Purchase Agreement shall govern over the RFP and the Proposal; and (d) the RFP shall govern over the Proposal.

1.04 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Purchaser's Address to the attention of the Purchaser's Representative, to the Metrolinx Address to the attention of the Metrolinx Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, seven (7) calendar days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) calendar day after such notice delivered. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph. The Parties may amend their respective addresses (Purchaser's Address and the Supplier Address), by providing to the other at least fourteen (14) calendar days written notice of such change in compliance with the terms of this section 1.04.

1.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent (a) with respect to the Master Agreement or the Contract as a whole, of Metrolinx; and (b) with respect to this Purchase Agreement, of the Purchaser. Such consent shall be in the sole discretion of Metrolinx and/or the Purchaser respectively as the case may be, and may be subject to the terms and conditions that may be imposed by Metrolinx and/or the Purchaser. Without limiting the generality of the conditions which Metrolinx and/or the Purchaser may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract, nor any consent granted under this paragraph, shall create a contractual relationship between any subcontractor or its employees and Metrolinx or the Purchaser.

1.06 Duty to Disclose Change of Control

Except for any internal reorganization activities, such as mergers or intercompany changes, wherein the Contract is held by a party with as good or better financial position as the Supplier, in the event that the Supplier undergoes a change in control, either de facto or de jure, the Supplier shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

1.07 Conflict of Interest

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations to both TPI Project Representative and the relevant Purchaser; and (c) comply with any requirements prescribed by Metrolinx or the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may, at its sole and absolute discretion, immediately terminate the PA upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements

prescribed by Metrolinx and/or the Purchaser to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the PA.

1.08 Exclusivity and Work Volumes

The Supplier acknowledges that it is providing the Deliverables on an exclusive basis for Buses ordered during the Base year, and during the Option Years, where the Purchaser has exercised the option to purchase on an exclusive basis. The Purchaser makes no representation regarding the volume of goods and services to be ordered under the Contract in the Base year or Option Year(s), if exercised.

2.0 ARTICLE 2 – MASTER AGREEMENT

2.01 Master Agreement

The terms and conditions of the Master Agreement are incorporated herein unless otherwise specified in this Agreement and for such purposes, the Purchaser shall be read as Metrolinx, and, without limiting this paragraph, the duties owing to Metrolinx under the Master Agreement shall also be owing to the Purchaser and the rights exercisable by Metrolinx shall also be exercisable by the Purchaser. Notwithstanding the foregoing it is agreed and acknowledged by the Parties to this Purchase Agreement that the contractual relationship between the Supplier and the Purchaser for any Deliverables is exclusively between those Parties.

3.0 ARTICLE 3 – REPRESENTATIVES FOR PURCHASE AGREEMENT

3.01 Supplier Representative

The Supplier's representative for purposes of this Purchase Agreement shall be:

Martin Larose, VP General Manager
Nova Bus, a Division of Volvo Canada Inc.
1000, Boul Industriel, Saint Eustache, QC J7R 5A5
Tel: 1-438-843-1332 / fax: 450-974-3001

The Supplier acknowledges and agrees that the Supplier's representative named above has authority to legally bind the Supplier.

3.02 Purchaser Representative

The Purchaser representative for purposes of this Purchase Agreement shall be:

75 Federal Road, Welland, Ontario L3B 3P2
Primary Contact: Edward Zahra, Transit Manager
Phone: (905)735-1700 ext. 3030
email: Edward.zahra@welland.ca

4.0 ARTICLE 4 – TERM OF PURCHASE AGREEMENT

4.01 Term

The term of this Purchase Agreement is in effect so long as the Master Agreement is in effect, unless otherwise terminated in accordance with Section 4.02 of this Purchase Agreement ("Term").

4.02 Immediate Termination of Contract

The Purchaser may immediately terminate the PA upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 14 (Confidentiality and MFIPPA) of the PA;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 1 (Definitions, Interpretation and General Provisions) of the PA;
- (d) the Supplier, prior to or after executing the PA, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser;

- (e) the Supplier, prior to or after executing the PA, makes a material misrepresentation or omission, or provides materially inaccurate information in respect of Canadian Content, or otherwise fails to comply with Canadian Content Policy Requirements in respect of the Deliverables;
- (f) the Supplier undergoes a change in control which, in the sole opinion of the Purchaser, adversely affects the Supplier's ability to satisfy some or all of its obligations under the PA;
- (g) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the PA without first obtaining the written approval of the Purchaser and/or Metrolinx as the case may be; or
- (h) the Supplier's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

4.03 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the PA, the Purchaser may issue a rectification notice to the Supplier setting out the manner and time frame for rectification. Within ten (10) calendar days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate the Purchase Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Purchaser to immediately terminate the Purchase Agreement.

4.04 Supplier's Payment Upon Termination

The Purchaser shall only be responsible for the payments contemplated by the Purchase Agreement up to and including the effective date of any termination unless instructions for a later effective date have been provided in writing by a Purchaser to the contrary. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, The Purchaser may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

4.05 Termination on Notice

The Purchaser reserves the right to terminate the PA without cause upon sixty (60) calendar days prior written notice to the Supplier. Notwithstanding anything in this PA to the contrary, in the event of termination under this section 4.05, and subject to the Supplier's obligation to mitigate as set out in this section 4.05, the Purchaser shall be responsible for the payment of the Supplier's, verifiable costs relating to such Deliverables or portions thereof as have been completed or assembled by the Supplier up to and including the effective date of termination. Notwithstanding the foregoing, in reducing the Supplier's costs the Supplier shall be obligated to first utilize, set aside or apply such Deliverables or portions thereof as may be necessary to satisfy its obligations under other existing Purchase Agreements or third-party agreements prior to the Purchaser's payment for such items pursuant to this section 4.05.

5.0 ARTICLE 5 – PERFORMANCE BY SUPPLIER

5.01 Supplier to Comply With Reasonable Change Requests

The Purchaser may, in writing, request changes to the PA, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Purchaser change requests and the performance of such requests shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Purchaser and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties to this PA.

If the Supplier is of the reasonable opinion that it is necessary for reasons beyond the Supplier's control to alter, deduct from, add to or omit any part of the Deliverables to accomplish the results intended by the Contract, it shall provide written notice of this requirement and details of same to the Purchaser. The Purchaser may in its sole discretion determine whether or not to accept such proposed change and such change request shall not be effective until a written agreement reflecting the change has been executed by the Parties to this Agreement. Subject to section 5.02, in no event will any such change result in an increase to the Price.

5.02 Pricing for Requested Changes

Where a Purchaser change request revises the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the proposed contemplated changes. The Supplier shall:

- (a) include reasonable market pricing for the particular type of goods or services contemplated in the change request and the Supplier shall not unreasonably refuse to provide those goods or services. Purchaser may request the Supplier to substantiate the pricing provided for engineering, materials, and labour, and to identify the full engineering costs that shall be adjusted when requests are used on subsequent Purchase Orders as non-reoccurring costs;
- (b) negotiate the Price with Purchaser within a reasonable period of time;
- (c) if the Purchaser identifies that they would like to supply certain components (i.e. customer supplied components), in lieu of those provided by the Supplier, the Supplier is to design and install such items at a reasonable market price, and be able to provide justification for their pricing. Purchaser may request Supplier to substantiate the pricing provided for engineering, materials, and labour, and to identify the full engineering costs that shall be adjusted when requests are used on subsequent Purchase Orders as non-reoccurring costs;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties.

5.03 Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of the Purchaser and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Supplier at law or in equity, except as specifically stated herein.

5.04 Price Adjustments Due to Regulation and/or Statutory Changes

If the Supplier is of the opinion that at any time before or after the execution of the Master Agreement or after the commencement of the execution of the Master Agreement, the Prices have to be adjusted as a result of any change in applicable laws or regulations occurring subsequent to the Master Agreement Effective Date, it shall forward to Metrolinx written notice of rationale for the change (including a description of the law requiring the change), the nature of the change, the timing and any required Price adjustment. These Price adjustments shall be treated by the Parties as the new Prices, subject to written approval of Metrolinx and the Purchasers, as applicable, acting reasonably. Notwithstanding the foregoing, no Price adjustments shall be allowed to accommodate Canadian Content Policy Requirements.

5.05 Favourable Pricing

If the Supplier is able to offer any one Purchaser a Price reduction with respect to any of the Options set out in Schedule 1 to the Master Agreement, it shall make a similar offer to every other Purchaser.

5.06 Obsolete Components

If the Supplier is unable to offer a component due to obsolescence a replacement, of equal value, must be identified and shared with the Purchaser at no additional cost or delay to delivery.

6.0 ARTICLE 6 – DELIVERABLES, PRICES AND PAYMENT PROCESS

6.01 Deliverables, Prices and Payment Process

The Supplier agrees to provide the Deliverables to the Purchaser in compliance with the Master Agreement and as more particularly specified in Schedule A (Deliverables) to this Purchase Agreement. Subject to the Master Agreement, the Price for the provision of the Deliverables shall be as specified in Schedule B (Price) to this Purchase Agreement. Unless otherwise specified in Schedule B (Price), the Supplier shall invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the terms set out in section 6.02 of this PA.

6.02 Invoicing and Payments

The ordering Purchaser(s) shall be invoiced in accordance with the following procedures unless otherwise specified in the Purchase Agreement. Payment will be made only in Canadian funds. Terms for payment of invoices shall be net 30 calendar days from the date of acceptance of the Bus by the Purchaser in accordance with this Agreement. Early payment discounts can be negotiated between a Purchaser and the Supplier.

All invoices covering purchases by each Purchaser must:

- a. Itemize any applicable taxes owing separate from the basic cost of Buses;
- b. Indicate the number of Buses delivered to the Purchaser;
- c. Indicate the unit price for the Buses and the total amount payable by Purchaser in respect of Buses delivered (for the avoidance of doubt, prices are based on the Purchase Order date and not the delivery date);
- d. Include the purchase order number (if applicable), complete shipping and invoicing address (shipping costs are the responsibility of the Supplier); Supplier contract number (i.e. RFP Number), Purchaser contact name, telephone and facsimile number; Supplier name, address, telephone and facsimile number; order date; delivery date; product code number; quantity; product description; unit price; total dollar value of order/purchase; HST itemized separately; terms of payment: net 30 calendar days and signature of authorized Purchaser;
- e. Invoices that are not properly completed and signed, or which are lacking any of the information required in (d) above, or contain a billing error will not be processed and will be returned unpaid to the Supplier with a description of the billing error or missing information; and
- f. Be supported by detailed records maintained by the Supplier for a period of seven (7) years following completion or termination of the Master Agreement and made available to the Purchaser upon request, notwithstanding such completion or termination.

6.03 Payment According to Contract Prices

Each Purchaser shall be exclusively responsible for the payment to the Supplier for the Deliverables in accordance with the terms and conditions of the Contract and in relation to its particular Purchase Agreement. Metrolinx shall not be responsible for any payment or other obligation under any Purchase Agreement.

6.04 Hold Back or Set Off

The Purchaser may hold back or set off against payment twice the estimated cost of any Defect if, in the opinion of the Purchaser acting reasonably, the Supplier has failed to comply with any requirements of the Contract. This amount will be paid immediately by the Purchaser upon rectification of the Defect by the Supplier.

6.05 No Expenses or Additional Charges

There shall be no other charges payable to the Supplier under the Purchase Agreement other than the Prices established under the Contract and otherwise payable hereunder in respect of the Supplier's provision of the Deliverables.

6.06 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

6.07 Withholding Tax

The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the PA and shall remit it to the appropriate government in accordance with applicable tax laws.

6.08 Interest on Late Payment

The interest rate for any late payment occurring only through no fault of the Supplier or on account of force majeure will prevail and shall not exceed the general rate of interest on overpayment of provincial taxes in effect on the date that the payment went into arrears.

6.09 Document Retention and Audit

For seven (7) years after the expiration of the Term, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Purchaser, Metrolinx, the Ministry and the Auditor General in conducting audits of the operations of the Supplier and any sub-supplier or subcontractor of any Work or parts forming any part of the Deliverables to verify (a) and (b) above. The Purchaser, Metrolinx, the Ministry or the Auditor General, as the case may be, shall provide the Supplier with at least fourteen (14) calendar days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

The Purchaser, Metrolinx, and each of their respective representatives and agents, as may be applicable, agree to enter into a confidentiality agreement with the Supplier prior to their commencement of an audit, inspection or review of the Supplier's records in order to protect and maintain the confidentiality of the Supplier's confidential information. Any such confidentiality agreement shall be subject to the relevant parties' obligations under MFIPPA or FIPPA and shall exclude information that is generally available to the public without fault or breach by the Purchaser, information of a general nature relating to the RFP or the procurement process, information already in the possession of the Purchaser, information which becomes available to the Purchaser from a third party provided such third party is not breaching any obligation of confidentiality.

6.10 Canadian Content, Manuals and Drawings Hold Back

Pursuant to the relevant PA and without limitation to any other remedies the Purchaser may have, the Purchaser shall hold back three percent (3%) of the Price of the last Bus to be accepted hereunder until all of the applicable manuals, drawings, diagrams, special tools and diagnostic equipment have been delivered as per the Technical Specifications (section 1.3) and Canadian Content Policy Requirements have been verified by the Purchaser, the Ministry and the Auditor General, as the case may be, it being understood that the release of any such holdback by a Purchaser to the Supplier shall not operate as a waiver of the Supplier's obligation to provide the Deliverables in accordance with the Contract, including Canadian Content Policy Requirements.

6.11 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

7.0 ARTICLE 7 – DELIVERY, ACCEPTANCE AND TITLE

7.01 Delivery Procedure

Upon satisfactory completion of the test required pursuant to Appendix "A" – Technical Specifications and Proponent Response, Part 2.5 Acceptance, Testing and Inspection, the Buses/Deliverables will be delivered to the Purchaser by the Supplier with:

- a) Any Defects or deficiencies from the Bus Manufacturer corrected;
- b) Any damage that occurred in transit from the Bus Manufacturer corrected;
- c) Completion of any additional work (such as application of paint/decals/etc., equipment installation, etc.), as jointly agreed to by the Supplier and the Purchaser and documented in Schedule A of the PA.
- d) A completed New Vehicle Information Card issued in accordance with the Requirements of Law.

The delivery of a Bus shall be determined by the Supplier's authorization signed by the Purchaser's designated agent(s), at the point of delivery specified in the PA. A visual inspection by the Purchaser's agent shall not constitute acceptance.

7.02 Delivery Schedule

Unless otherwise specified by the Purchaser, all deliveries of Buses should be made on Business Days during Business Hours. The Supplier shall ensure that all specified delivery schedules provided by the Purchaser are strictly adhered to. The Supplier shall notify the Purchaser delivery contact a minimum of four (4) calendar days in advance of each delivery. No delivery or service charges are permitted.

The first Bus delivery shall be completed within twelve (12) months from the execution of the Purchase Order, with the remaining Buses, if applicable, being delivered within fourteen (14) months from the execution of the Purchase Order. Where, at the time of the execution of the Purchase Order, the Supplier can reasonably demonstrate that no production slot is available to meet the twelve (12) month delivery period stipulated above, the Supplier will provide reasonable evidence to support this claim and negotiate with the Purchaser the option of a later delivery date not to exceed in any case fourteen (14) months from the execution date of the Purchase Order.

If Bus deliveries need to be established at a per weekly delivery rate, both the Purchaser and Supplier shall agree to the set rate which shall be included in Schedule A or subsequent Schedules.

In all cases, the agreed to delivery date(s) shall be set out in writing and included in Schedule A, or subsequent Schedules. All delivery schedules as agreed to by the Purchaser, will be communicated to Metrolinx by the Supplier. Deliveries that are made later than the agreed upon time as per Schedule A, or subsequent Schedules, will be subject to liquidated damages as prescribed in Section 9.01 – Liquidated Damages – Delivery and Acceptance.

7.03 Title

The Supplier warrants that, upon Purchaser's acceptance of each Bus, as described in this PA, the title shall pass to the Purchaser free and clear of all encumbrances.

7.04 Assumption Of Risk Of Loss

The Supplier assumes risk of loss while Buses are being manufactured and delivered to the Purchaser. The Purchaser shall assume risk of loss of the Bus upon delivery, as defined above in section 7.01 (Bus Delivery Procedure). If the Bus is removed from the Purchaser's property by or on behalf of the Supplier for any reason, the Supplier shall assume risk of loss until the Bus is returned to the Purchaser at its delivery location.

7.05 Acceptance Of Bus

Within twenty-one (21) calendar-days after arrival at the designated point of delivery, each Bus shall undergo the Purchaser's tests defined in the Technical Specifications and RFP Proponent Response, Part 2 (Quality Control Requirements). If the Bus passes these tests the Purchaser will notify the Supplier in writing. If the Bus does not pass these tests, the Purchaser will notify the Supplier, in writing, of the specific reasons for non-acceptance or conditional acceptance. If the Purchaser does not notify the Supplier of acceptance or non-acceptance or puts the Bus into revenue service without notification of conditional acceptance, the Supplier may, after twenty-one (21) calendar-days, notify the Purchaser that the Bus is deemed to have been accepted.

7.06 Repairs After Non-Acceptance

The Supplier, or its designated representative (which may in some instances be the Purchaser) shall correct any Defects identified by the Purchaser, within seven (7) calendar days after receiving the non-acceptance or conditional acceptance notification of the Bus from the Purchaser.

The Supplier shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Purchaser's option, the Supplier may be required to remove the Bus from the Purchaser's property while repairs are being affected. If the Bus is removed from the Purchaser's property, the Supplier's representatives must diligently pursue repair procedures. The Purchaser shall make the Bus available for the purposes of such repair(s).

7.07 Repairs By Purchaser

If the Purchaser is authorized by the Supplier to correct the Defects that caused the conditional acceptance or non-acceptance of the Bus, it shall use Supplier-specified parts available from its own stock or those supplied by the Supplier specifically for this repair provided only that such Defect does not relate to or arise from Canadian Content Policy Requirements, in which case the Supplier alone shall be responsible for the correction of the Defect.

1. Supplier Supplied Parts. If the Supplier supplies parts for the Work being performed by the Purchaser, these parts shall be shipped prepaid to the Purchaser within 10 (ten) calendar days after receipt of the Purchaser's request for said parts.
2. Reimbursement for Parts. The Supplier shall reimburse the Purchaser for all parts and materials necessary to correct the Defect. The reimbursement shall be at the current replacement cost and shall include applicable taxes. Alternatively, the Supplier may replace the parts at no cost to the Purchaser.
3. Return of Defective Components. The Supplier may request that defective parts covered by this provision be returned to the manufacturing plant, at the Supplier's cost.
4. Reimbursement for Labour. The Supplier shall reimburse the Purchaser for labour. The amount shall be determined by multiplying the number of person-hours actually required to correct the Defect by an all-inclusive shop rate as specified in Section 3.2.1.5 Reimbursement for Labor - Technical Specification Appendix A and Proponent Response.
5. Reimbursement for Warranty Labour and/or Parts. The Supplier shall reimburse the Purchaser by cheque for warranty labour and/or parts, within 60 (sixty) calendar days of receipt of warranty claim. The Purchaser will have the option of accepting reimbursement through parts credits, if applicable.

8.0 ARTICLE 8 – DELAYS**8.01 Supplier's Delay**

If the Supplier is delayed at any time during the progress of the Work by the neglect or failure of the Purchaser or by a cause described below, then the time for completion of the relevant Work and/or affected

delivery date(s) may be extended by the Supplier for a commensurate period of time subject to the following conditions:

1. The cause of the delay must arise after the notice of award and neither was nor could have been anticipated by the Supplier by reasonable investigation before such award;
2. The Supplier demonstrates to the Purchaser that the completion of the Work and/or affected delivery(ies) will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Supplier makes written request and provides other information to the Purchaser as described in section 8.02 (Notification of Supplier Delay).

A delay that meets all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Supplier of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the specified time for completion pursuant to Article 9 (Liquidated Damages) for delays occurring prior or subsequent to the occurrence of an excusable delay.

The Purchaser reserves the right to rescind or shorten any extension previously granted if, subsequently, the Purchaser determines that any information provided by the Supplier in support of a request for an extension of time was erroneous provided that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Purchaser will not rescind or shorten any extension previously granted if the Supplier acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Supplier.

8.02 Notification Of Supplier Delay

Notwithstanding Force Majeure (see Master Agreement, Section 1.08), no extension or adjustment of time shall be granted by the Purchaser unless the Supplier provides the Purchaser (a) written notice of the delay within fourteen (14) calendar days after the commencement of the delay and (b) a written application stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Supplier under the Contract, and the portion or portions of the Work affected, within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either Party under this Agreement. The Purchaser shall make its determination within thirty (30) calendar days after receipt of the Supplier's application.

9.0 ARTICLE 9 – LIQUIDATED DAMAGES

9.01 Liquidated Damages – Delivery and Acceptance

It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the completion of the Work and the Deliverables and that in case of any failure on the part of the Supplier to complete the Work or provide the Deliverables within the time specified in section 7.02 (Delivery Schedule), except for any delay as provided for in this Agreement, the Master Agreement Section 1.08 (Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars (\$100.00) per Business Day per Bus not delivered in acceptable condition as per Section 2.5.1 (Pre-Delivery Tests) of Appendix A – Technical Specifications and Proponent Response.

The Supplier hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Supplier under the Purchase Agreement, computed as aforesaid. If the monies due the Supplier are insufficient or no monies are due the Supplier, the Supplier shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Supplier's breach

of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

9.02 Liquidated Damages – Warranty Repairs

It is mutually understood and agreed by and between the Parties to the Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Supplier to complete the Work within the time specified in the Technical Specifications (section 3.2 Repair Procedures), except for any delay as provided for in this Agreement, the Master Agreement (section 1.08 Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at \$100.00 (one hundred dollars) per calendar day per Bus that is out of service for more than nineteen (19) calendar days after notification by the Purchaser of a Defect applicable to the Bus Manufacturer's Warranty (See Appendix "A" – Technical Specifications and Proponent Response, section 3.1.6 - OEM Component Registration). The damages will be calculated from the date that the Purchaser notified the Supplier.

The Supplier hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Supplier under the Purchase Agreement, computed as aforesaid. If the monies due the Supplier are insufficient or no monies are due the Supplier, the Supplier shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Supplier's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

9.03 Liquidated Damages – Parts Availability

It is mutually understood and agreed by and between the Parties to the Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Supplier to supply replacement parts during the time specified in the Technical Specifications (section 1.2.1 Parts Availability), except for any delay as provided for in this Agreement, the Master Agreement (section 1.08 Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at \$100.00 (one hundred dollars) per calendar day per Bus that is out of service for more than fifteen (15) calendar days after notification by the Purchaser of the required part to the Bus Manufacturer. The damages will be calculated from the date that the Purchaser notified the Supplier.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Supplier's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

10.0 ARTICLE 10 – MATERIALS AND WORKMANSHIP

All materials and workmanship including but not limited to the Work and Deliverables to be provided by the Supplier to the Purchaser hereunder will comply with the Technical Specifications, including without limitation, the Warranty Provisions set out in Appendix "A" of the Technical Specifications.

10.01 Quality of Materials

The Supplier shall furnish all materials required to complete the Bus. The materials furnished shall be new and shall be free from impurities, Defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Technical Specifications shall be incorporated into the item or items to be procured.

10.02 Equivalent Materials and Equipment

The Supplier shall manufacture and supply the Bus(es) with the components and materials as proposed and agreed to in the Master Agreement and the individual Purchaser's Purchase Agreement unless substitutions become necessary. Any substitution of an article or material shall be of at least equal quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:

- a. Any such substitution shall require prior approval in writing by the Purchaser and the TPI Project Representative.
- b. Any such substitutions shall not result in any additional cost to the Purchaser.
- c. All requests by the Supplier for approval of substitutions shall be made to the Purchaser in writing and accompanied by supporting information,
- d. The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon the Supplier and all information and tests related to such proof shall be free of cost to the Purchaser.

Whenever classification, rating or other certification by a body such as the Canadian Standards Association (CSA), the American Society for Testing and Materials (ASTM), or recognized National Standards is a part of the technical specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate body of compliance with the requirements of the Technical Specifications.

10.03 Defective Material

Material or equipment intended for use on the Bus(es), or parts thereof, which is found to be not in conformance with the Contract shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again on the Work unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the Purchaser and/or Inspector.

10.04 Maintainability

It is imperative that the emphasis be placed upon maintainability, which depends upon accessibility, ease of component exchange, use of common as opposed to special tools, clear and comprehensive manuals and drawings. The bus design must minimize the variety of sizes and types of fasteners to minimize the variety of required tools, practices and spare parts. The design must accentuate servicing accessibility and the use of reliable quick fasteners. It must not be necessary to disconnect piping, move apparatus or other obstacles before servicing or removing apparatus needing regular maintenance. Panels and suitable sub-assemblies should make the greatest possible use of swing-out, slide-out or foldout features for convenient access to components. All lubrication fittings must be located and positioned so that they can be serviced with basic lubricating devices without the need to make alterations to the types, location and position of the fittings.

10.05 Welding

Welding procedures, materials and qualifications of welding operators shall be in accordance with CSA W59-03 and/or AWS D8.8M:2007 and if applicable, standards of ASTM and AWS. Where visible, welds shall have a finished appearance. All metals to be joined by welding shall have their contact surfaces free of scale, grease and paint. Where non-anodized metal is riveted or bolted to metal, contact surfaces shall be thoroughly cleaned and properly primed.

10.06 Protection from Road Dirt

Design of the Bus must be such that excessive road dirt is not deposited on the windows and exterior panels.

10.07 Fire Retardant Materials

The Bus must be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations and any other Requirements of Law. These provisions must include the use of fire-retardant/low-smoke materials, firewalls, and facilitation of passenger evacuation. All interior materials except the plywood floor shall be fire retardant and must meet the requirements of CMVSS #302 as a minimum.

No foamed plastic or urethane insulation may be used anywhere in any of the vehicles. Polystyrene is acceptable. The use of Asbestos or Asbestos products is not permitted.

11.0 ARTICLE 11 – SUPPLIER – PURCHASER ACKNOWLEDGEMENT**11.01 Acknowledgement**

The Supplier and Purchaser acknowledge and agree that Metrolinx and its Successors shall not be liable or responsible to either the Supplier or the Purchaser for any matter arising under this Purchase Agreement or through the provision of the Deliverables and, without limiting the generality of the foregoing, the Supplier and Purchaser acknowledge and agree that Metrolinx and its Successors will not be liable or responsible for any payment or other obligation relating to the purchase of the Buses or other Work or Deliverables provided hereunder, including but not limited to compliance with Canadian Content Policy Requirements, which obligations remain the sole and exclusive obligation of the Purchaser. The Purchaser and Supplier agree that this provision is for the benefit of Metrolinx and that Metrolinx is a third party beneficiary of this provision and consequently, Metrolinx has the right to enforce this provision as if it was a party to this Agreement.

12.0 ARTICLE 12 - PURCHASERS RESPONSIBILITIES**12.01 Purchaser Responsibilities**

1. The Purchaser will be responsible for administering this Agreement.
2. The Purchaser shall:
 - a. inspect each Bus upon delivery and prior to issuing an acceptance certificate;
 - b. receive invoices sent by the Supplier and shall be responsible for ensuring payment;
3. The Purchaser shall deal directly with the Supplier with respect to any post-delivery issues specific to this Agreement including warranty and other repair issues. The Purchaser consents to the release any related Bus information by the Supplier to Metrolinx as required.
4. Purchaser acknowledges and agrees that it is only permitted to purchase a Bus or Buses during the Base year, Option Year(s), if exercised, or a further extension of the Term of the Master Agreement.
5. If there are multiple separate purchases for Buses by a Purchaser, Supplier and Purchaser shall execute at least one Purchase Agreement. Any subsequent purchases may be through another Purchase Agreement or Purchase Order and such Purchase Order shall be attached as a subsequent schedule to the original Purchase Agreement.

13.0 ARTICLE 13 – TPI PROJECT REPRESENTATIVE(S) AND PRODUCTION SCHEDULE**13.01 TPI Project Representative(s)**

TPI Project Representative(s) will represent the Purchaser until such time as all Buses have been accepted by the Purchaser and will report to and take direction from the Steering Committee:

TPI Project Representative(s) responsibilities include:

- (a) being the one-window point of contact for the Supplier;
- (b) exchanging information between the Supplier and Purchasers;

- (c) identifying any issues related to the performance of Work in respect of the Contract and Deliverables;
- (d) (d) recommending to Purchasers the rejection of Work that does not conform to the Master Agreement; overseeing and providing direction to the Inspector on behalf of Purchasers (if applicable), and
- (e) coordinating approval of "equivalent" requests as per Section 10.02.

13.02 Production Schedule

Upon the execution of the Purchase Agreement, the Supplier shall provide the TPI Project Representative the production schedule and any revisions to the production schedule in relation to the Deliverables under the PA. The Supplier shall follow the approved production schedule unless varied by agreement with TPI Project Representative.

14.0 ARTICLE 14 – CONFIDENTIALITY AND MFIPPA

14.01 Purchasers' Confidential Information

During and following the Term, any information identified in writing by the Purchaser as confidential, the Supplier shall: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Purchaser and (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party; (d) provide Confidential Information to the Purchaser on demand; and (e) return all Confidential Information to the Purchaser before the termination or expiry of the Term, with no copy or portion kept by the Supplier.

14.02 MFIPPA Records and Compliance

The Supplier and the Purchaser acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where they are obligated to do so under MFIPPA by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract.

15.0 ARTICLE 15 – INDEMNITY AND INSURANCE**15.01 Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including reasonable legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done that was not specifically authorized by the Contract by the Supplier, its subcontractors or their respective directors, officers, agents, employees, component suppliers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

15.02 Supplier's Insurance

The Supplier hereby agrees to put in effect and maintain for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) Continuous commercial general liability insurance coverage, which shall be maintained beyond the Term, for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Ten Million Dollars (**\$10,000,000**) per occurrence, Ten Million Dollars (**\$10,000,000**) products and completed operations aggregate. Such liability insurance shall contain no exclusions in conflict with the work required to be performed under the Master Agreement. The policy is to be endorsed to include the following:
 - the Indemnified Parties as additional insureds
 - contractual liability coverage
 - cross-liability clause
 - employer's liability coverage (or compliance with the paragraph below entitled "Proof of Workplace Safety and Insurance Act (W.S.I.A) Coverage" is required)
 - 30 day written notice of cancellation, termination
 - tenant's legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles, if applicable
- (b) **Errors and Omissions Insurance**

The policy shall have a limit of liability of not less than Two Million Dollars (**\$2,000,000**) per occurrence. The policy shall be maintained throughout the term of the Master Agreement, plus coverage for an extended reporting period of not less than thirty-six (36) months following the expiry date or termination date of this Purchase Agreement.
- (c) **Automobile Liability Insurance**

The Supplier shall, at its own expense, obtain and maintain at all times during the term of the contract insurance covering for bodily injury, death, damage to property and statutory accident benefits coverage with respect to all vehicles owned, licensed or leased by the Supplier. The policy shall have limits of not less than Five Million Dollars (**\$5,000,000**) inclusive per occurrence.
- (d) **Additional Coverage**

Without prejudice to the other provisions of the Master Agreement, the Supplier shall, at all relevant times and at their own expense, obtain and maintain, or cause to be obtained and maintained, those insurances that are reasonable for the performance of the type of Work required by the Master Agreement and which they are required to obtain and maintain, or cause to be obtained or maintained, by applicable law.

15.03 Proof of Insurance

The Supplier shall provide Metrolinx with proof of the insurance required by the Master Agreement in the form of valid certificates of insurance that references the Master Agreement and confirms the required coverage, on or before the commencement of the Master Agreement, and renewal replacements, including the contract number, up to 30 calendar days post inception or renewal date and thereafter, no later than 15 calendar days prior to the placement, renewal, amendment or extension of all or any part of the insurance. Upon the request of Metrolinx, a copy of each insurance policy shall be made available. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in the Master Agreement by obtaining similar types of insurance and providing the Supplier with proof of the acquisition and maintenance of such insurance. The Supplier shall be responsible for all deductible amounts under the policies.

15.04 Proof of W.S.I.A. Coverage

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Purchaser prior to the execution of the Purchase Agreement by the Purchaser. In addition, the Supplier shall, from time to time at the request of the Purchaser, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the Purchaser shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Purchaser in connection therewith. If the Supplier is not subject to the WSIA it shall be bound by the terms and required to comply with such reasonably equivalent workplace and safety requirements as may be applicable to it in the provision of the Deliverables pursuant to the Contract and the foregoing provisions of this section 15.04 (Proof of WSIA Coverage or Equivalent) shall apply *mutatis mutandi* with respect to such requirements.

15.05 Supplier Participation in Proceedings

The Supplier shall, at its expense, to the extent requested by the Purchaser, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Purchaser may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Purchaser under the Contract, Master Agreement, Purchase Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of the Purchaser. If the Supplier is requested by the Purchaser to participate in or conduct the defence of any such Proceeding, the Purchaser agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Purchaser conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Purchaser to the fullest extent possible in the Proceedings and any related settlement negotiations. The Supplier shall provide the Purchaser with prompt notice of any Claims or Proceedings arising hereunder.

15.06 Limitation on Liability

- (a) Subject to Section 15.06(b), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages. The Supplier acknowledges and agrees that any damages awarded by a court of competent jurisdiction against the Purchaser as a result of a third party claim is to be deemed to be direct damages.
- (b) The limitations of liability set forth in Section 6.06(a) shall not apply with respect to:
 - (i) the death of or bodily injury to any agent, employee, customer, business invitee, business visitor or other person, including a member of the general public, to the extent caused by the negligence or willful misconduct of the Supplier, or any of its subcontractors or their respective directors, officers, agents, employees, component suppliers or independent contractors;
 - (ii) damage, loss or destruction of any real or tangible personal property, to the extent caused by the negligence or willful misconduct of the Supplier, or any of its subcontractors or their respective directors, officers, agents, employees, component suppliers or independent contractors;
 - (iii) damage or loss arising from Article 14 of this Purchase Agreement and/or Article 5 of the Master Agreement; or

(iv) damage or loss incurred by the Purchaser due to a third party alleging that any Deliverable violates, infringes or misappropriates any patent, trade-mark, copyright, industrial design, trade secret or any other rights in such third party's Intellectual Property.

This Article 6.06 shall survive the termination or expiry of the Contract.

16.0 ARTICLE 16 – COVID-19

Supplier shall not be liable for failure to perform any of its obligations under the Contract during any period in which Supplier is legally prohibited from performing due to the impact of the COVID-19 pandemic on its operations, provided that Supplier promptly notifies Metrolinx and Purchaser in writing of such issues. Supplier, Metrolinx and Purchaser shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.

IN WITNESS WHEREOF the Parties hereto have executed this Purchase Agreement as of the date first above written.

Corporation of the City of Welland

Signature:

Name:

Title:

Date of Signature:

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Purchaser.

Nova Bus, a Division of Volvo Group Canada Inc.

Signature: 

Name: Martin Larose

Title: VP GM Nova Bus

Date of Signature: May 12 2021

I have authority to bind the Supplier.

SCHEDULE A TO SAMPLE PURCHASE AGREEMENT

(DELIVERABLES)

Include for example:

- detailed description of the Deliverables and Options selected
- geographic regions in which Deliverables are to be provided
- milestones, dates, time lines
- description of standards to be achieved/quality management plan
- reporting requirements
- delivery schedule, locations
- early payment discounts

SCHEDULE B TO SAMPLE PURCHASE AGREEMENT

(PRICE)


Provide detail for:

- Prices as per the Master Agreement
- Pricing for selected Options
- Invoicing process if different from Section 6.02

ADDITIONAL SCHEDULES TO SAMPLE PURCHASE AGREEMENT (if applicable)

- Subsequent Option Year orders and/or new purchase orders are to be added in to this Schedule.

COUNCIL
OFFICE OF THE CAO
TRANSIT DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-13

REPORT TRANS-2021-10
AUGUST 10, 2021

SUBJECT: TRANSIT OPERATIONS FACILITY UPDATE

AUTHOR: EDWARD ZAHRA, TRANSIT MANAGER

APPROVING G.M.: STEVE ZORBAS, CAO

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information report TRANS-2021-10 – Transit Operations Facility Update.

ORIGIN AND BACKGROUND:

Prior to the commencement of Niagara Region Transit service in 2011, Welland Transit operated 22 buses out of the Operations Facility on Federal Rd., had eight buses connecting at the Main Street Terminal, and serviced the Seaway Mall with two routes. This level of service stayed consistent until September 2017, when substantial increases in Niagara Region Transit service were introduced to manage the rapidly growing post-secondary student enrollment. To put these Niagara Region Transit increases in perspective, the hours of service provided by Welland Transit on behalf of the Region have increased from approximately 9,000 hours of service in 2017 to 18,000 hours of service in 2018, and by the end of the 2019 post-secondary school year the service hours will reach 29,000 hours. These service hours represent approximately one third of the entire hours of service provided by Welland Transit staff.

As an indicator of the substantial increases in investment made in Niagara Region Transit over the last few years, the number of buses operating out of the Operations Facility has climbed to 30 vehicles. All this additional traffic is causing substantive crowding at these three major Transit facilities, which manifests itself in operational and safety concerns.

Communicated and approved by way of Council Report 'TRANS-2019-07', one of the most impactful recommendations was to upgrade the current Transit Operations Facility.

COMMENTS AND ANALYSIS:

The overall design of the facility has undergone numerous revisions to ensure the overall cost remains within the Council approved budget of \$15,000,000, in addition to ensuring the Transit operations can efficiently continue to deliver services to residents. To achieve these objectives, Welland Transit enlisted the professional services of IBI Group, who assisted with our Transit Operations Facility Oversight Team, comprised of key city staff members representing Engineering, Procurement, and Public Works, to assist in the design process for this project. This collective Oversight Team reviewed multiple iterations of entirely new structures, all designs were intended to allow for the continuation of services within the current facility. The best suited design, shown in Appendix A, represented construction of a facility of approximately 70,000 square feet.

Through the efforts of the team members creating multiple layouts to make a new building work within the space allotted, it became increasingly apparent, all the structures and alterations to the site were going to dramatically exceed the \$15,000,000 budget, and an entirely new plan to redevelop and restore the current space was created.

In Appendix A, Council will find the design plan and associated costs to repurpose the current facility and renovate the existing structure to meet the current and future requirements for Welland Transit. The presented design allows for a better operational flow, increased capabilities of the maintenance area, improved operational safety procedures and an indoor storage facility for pre-serviced vehicles in our fleet. The ability to keep the operations centrally on the site and utilize those portions of the building deemed in a solid structural state has enabled the Oversight Team to find tremendous savings, while maintaining an efficient operational flow.

As noted in the financial section below, the City had submitted a request to the Niagara Region for cost sharing of three major Transit facilities including the new Transit Operations Facility. As noted above, the services Welland Transit staff provide on behalf of the Niagara Region represent approximately one-third of the overall operation. Welland Transit invoices the Niagara Region for all the operating hours, but these amounts do not address any capital investment improvements required to safely and efficiently manage this ever growing provision of contracted services.

FINANCIAL CONSIDERATION:

The funding model for this project is outlined in the table below;

ICIP awarded to the City of Welland -	\$10,999,500
Provincial Gas Tax -	\$2,680,000 (2020 Budget)
Niagara Region -	\$1,320,000 (2022 Budget)
Total =	<u>\$14,999,500</u>

At the time of which 'TRANS-2019-07' was presented and ultimately approved, City staff had communicated and continued discussions with Niagara Region to support this project.

OTHER DEPARTMENT IMPLICATIONS:

Throughout the varying stages of construction, consultation and collaborative efforts will continue with our Finance Department, Public Works Division and Planning and Development Services.

SUMMARY AND CONCLUSION:

In conclusion, it is recommended that Council approves the redesign, repurpose, and restoration of the current Transit Operations Facility. The cost savings and ability to maintain the current operations associated with this initiative, further support this most financially responsible model. In addition, the model demonstrates a safer, more efficient facility to better suit the operational needs of Welland Transit as we grow with the City.

ATTACHMENTS:

Appendix A – Transit Operations Facility PowerPoint Presentation

New Transit Operations Facility - Update

Edward Zahra - Manager, Welland Transit
Eric Czerniak - Associate Director, IBI Group



Overview



**Current Transit Operations
Facility**



Initial Design Layout

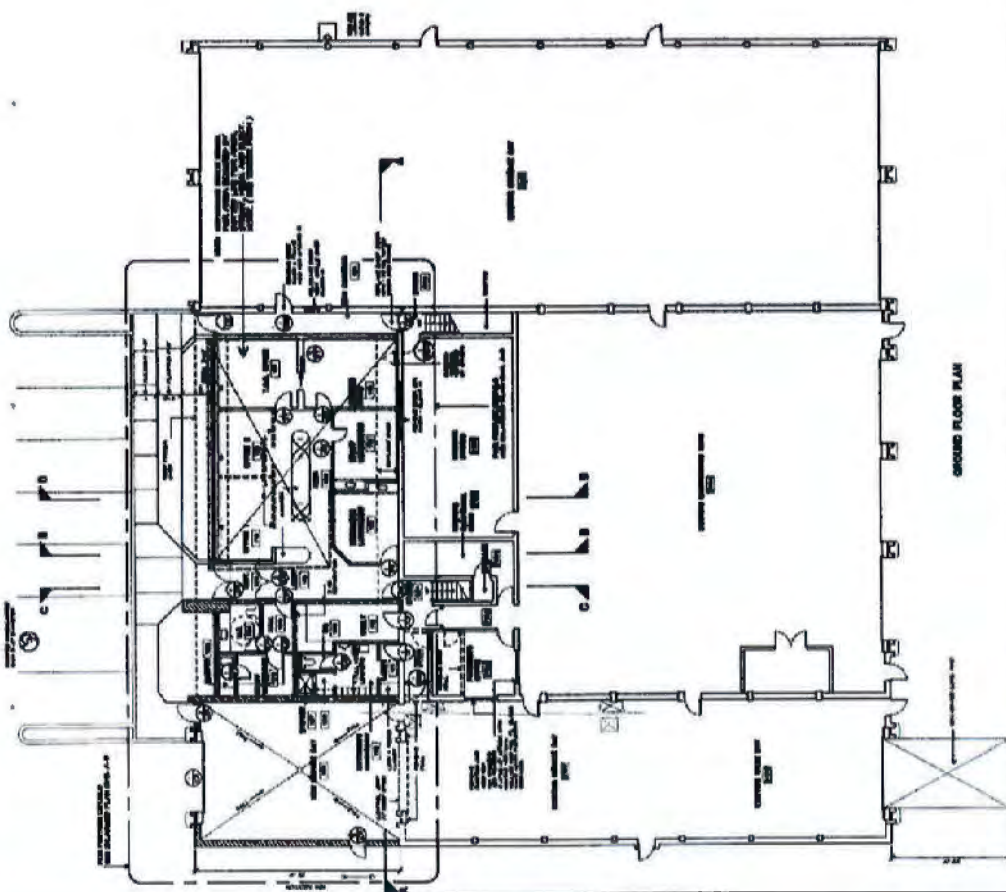
Cost Breakdown

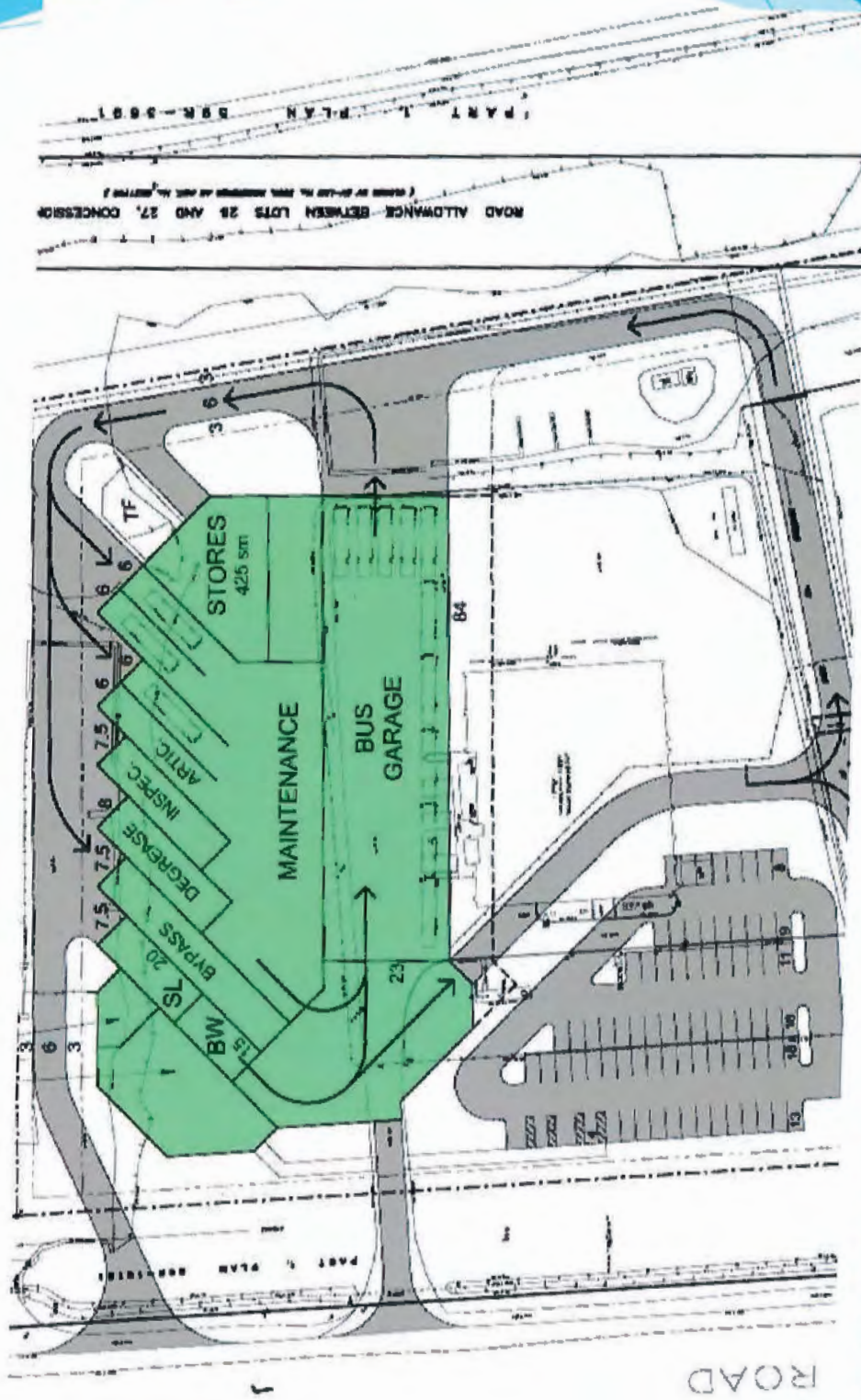


Redesigned Model

Cost Breakdown

Current Transit Facility Floor Plan

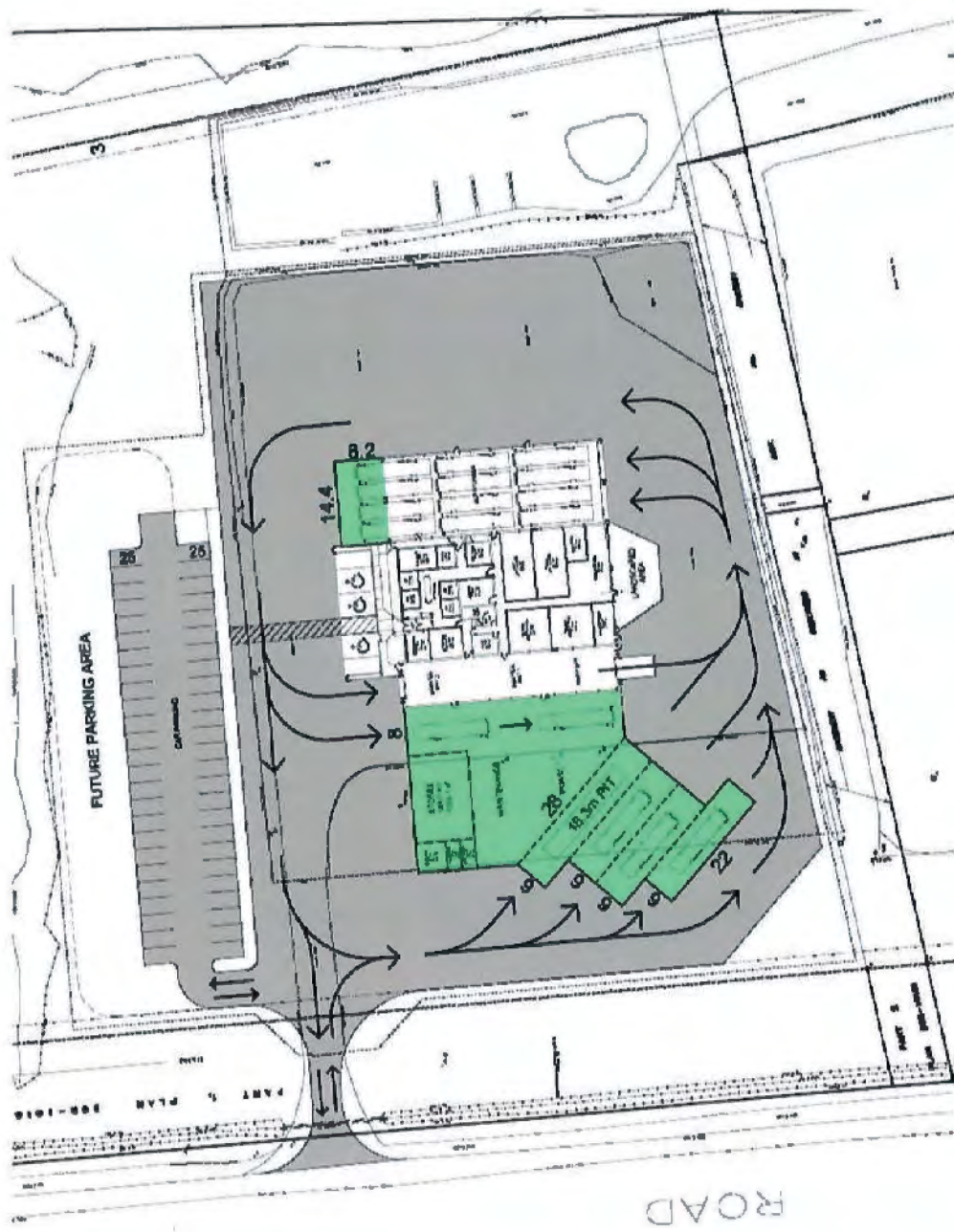




Initial Design Layout

Initial Design Cost Breakdown


		GFA:		71000 sq.ft.	
ITEM #	ITEM	# OF UNITS	COST PER UNIT	TOTAL	
1	General Development Area at 75% (1.5ha; 3.5acres)	2.625	\$ 750,000.00	\$1,968,750	
2	Existing Building Demolition 16,500 sq.ft. (1,535 m2)	16500	\$ 30.00	\$495,000	
3	Bus Storage Garage 30,000 sq.ft.	30000	\$ 215.00	\$8,450,000	
4	Adming Office 6,000 sq.ft.	6000	\$ 325.00	\$1,950,000	
5	Bus Maintenance Area 35,000 sq.ft.	35000	\$ 375.00	\$13,125,000	
6		0		\$0	
7		0		\$0	
8	Sub-Total	71000	\$ 337.87	\$23,988,750	
9	GC General requirements	--	12%	\$2,878,650	
10	Cost escalation until 2022		5%	\$1,199,438	
11	Professional Design Services		10%	\$2,398,875	
12	Inspection and Testing	LS	50000.00	\$50,000	
13	Furniture	LS	100000.00	\$100,000	
14	Permits Allowance \$/sq.m	7,000	14	\$98,000	
15					
16	Design and Construction contingency	--	25%	\$5,997,188	
Total				\$36,710,900	



Redesigned Layout

Redesigned Model Cost Breakdown

OPTION	Phased Construction Area 30000 sq.ft.	GFA:	30000 sq.ft.	
ITEM #	ITEM	# OF UNITS	COST PER UNIT	TOTAL
1	General Development Area (1.0ha)	1	\$ 750,000.00	\$750,000
2	Existing Wash Bay Retrofit (2,500 sq.ft.)	2500	\$ 320.00	\$800,000
3	Bus Storage Addition 1,200 sq.ft.; 4 buses	1200	\$ 250.00	\$300,000
4	Bus Storage Renovation 5,500 sq.ft.	5500	\$ 200.00	\$1,100,000
5	Existing Admin Office Renovation 2,800 sq.ft.;	2800	\$ 275.00	\$770,000
6	New Admin Office Fit Out 4,000 sq.ft.	4000	\$ 150.00	\$600,000
7	Bus Maintenance Area and Stores 12,500 sq.ft.;	12500	\$ 400.00	\$5,000,000
8	Mainteannce Bay 4, 1500 sq.ft.	1500	\$ 400.00	\$600,000
9				\$0
10	Sub-Total	30000	\$ 330.87	\$9,920,000
11	GC General requirements	--	12%	\$1,190,400
12	Cost escalation until 2022		4%	\$398,800
13	Professional Design Services		8%	\$892,800
14	Inspection and Testing	LS	40000.00	\$40,000
15	Furniture	LS	100000.00	\$100,000
16	Permits Allowance \$/sq.m	3,000	14	\$42,000
17	Phasing Premium	LS	4%	\$398,800
18	Design and Construction Contingency	--	20%	\$1,984,000
Total				\$14,962,800

APPROVALS	
DIRECTOR	
CFO	
CAO	

COUNCIL
PLANNING AND DEVELOPMENT SERVICES
PLANNING DIVISION

21-86

REPORT P&B-2021-39
AUGUST 10, 2021

SUBJECT: APPLICATION FOR ZONING BY-LAW AMENDMENT (FILE NO. 2021-06) AND DRAFT PLAN OF VACANT LAND CONDOMINIUM (FILE NO. 26CD-14-21005) SUBMITTED BY UPPER CANADA CONSULTANTS ON BEHALF OF MOUNTAINVIEW HOMES (NIAGARA) LTD. FOR LANDS LOCATED ON THE EAST SIDE OF SOUTH PELHAM ROAD, NORTH OF WEBBER ROAD, AND WEST OF CLARE AVENUE, LEGALLY DESCRIBED AS BLOCK 2 59M-472, GEOGRAPHIC TOWNSHIP OF THOROLD, NOW IN THE CITY OF WELLAND, REGIONAL MUNICIPALITY OF NIAGARA, MUNICIPALLY KNOWN AS 89 WEST CREEK COURT.

AUTHOR: TAYLOR MEADOWS, BURPI
DEVELOPMENT PLANNER

**APPROVING
MANAGER:** RACHELLE LAROCQUE, BES, M.Sc., MCIP, RPP
MANAGER OF PLANNING

**APPROVING
DIRECTOR:** GRANT MUNDAY, B.A.A., MCIP, RPP
DIRECTOR PLANNING AND DEVELOPMENT SERVICES

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information Report P&B 2021-39 regarding an application for Zoning By-law Amendment (File No. 2021-06) and Draft Plan of Vacant Land Condominium (File No. 26CD-14-21005) for the lands on the east side of South Pelham Road, north of Webber Road and west of Clare Avenue, legally described as Block 2 59M-472, Geographic Township of Thorold, Now in the City of Welland, Regional Municipality of Niagara, municipally known as 89 West Creek Court.

ORGIN AND BACKGROUND:

Application for Zoning By-law Amendment and Draft Plan of Vacant Land

Condominium was submitted on June 4, 2021. The application was deemed complete on June 17, 2021.

The purpose of the application for Zoning By-law Amendment is to rezone the lands from Residential Medium Density – RM and Institutional Health and Wellness – INSH to Site Specific Residential Medium Density – RM, Site Specific Institutional Health and Wellness – INSH and Environmental Protection Overlay – EP. The application proposes to permit block townhouse dwellings across the entirety of the subject lands; establish a definition for block townhouses; provide site specific provisions for rear yard setbacks including, a 6.0 metre setback to the rear wall of a block townhouse dwelling to a lot line, a 4.8 metre setback from the rear wall of Unit 36 (see Draft Plan) to a lot line, a 12 metre setback between rear walls of block townhouse dwellings; allow decks, covered or uncovered to project a maximum of 3.75 metres into the required rear yard, provided said deck is not higher than 1.5 metres above grade, whereas 3.5 metres is permitted; to eliminate the required 0.3 metre increase in width for obstructed parking spaces in private garages; and, to permit the required parking for block townhouses between the façade of the building and private roadway.

The purpose of the application for Draft Plan of Vacant Land Condominium is to develop the site with 69 units for block townhouse dwellings, one (1) naturalized buffer block, and one (1) daylighting triangle block. An emergency access (not open to public) will be provided to connect the proposed development to Clare Avenue in the event of an emergency.

COMMENTS AND ANALYSIS:

A Virtual Public Information Meeting was held on July 14, 2021 to gain public input regarding the proposed application. One (1) member of the public participated in the Public Information Meeting, in addition to the Agent and Owner. The following comments and concerns were raised at the Public Information Meeting:

- Potential encroachment into Environmental Protection – EP lands.

At the time of writing this report no written correspondence has been received in reference to the submitted applications.

The Statutory Public Meeting under the Planning Act is being held virtually on August 10, 2021. The Public Meeting provides an opportunity for the Applicant to make a presentation regarding the Application and proposal, for interested parties to make comment and/or raise concerns, and for Council Members to inquire about the Application.

The report is intended to provide Council with background information on the Application. Staff will bring a Recommendation Report for Council's consideration at a future meeting.

FINANCIAL CONSIDERATION:

All costs with the development of the property will be the responsibility of the developer.

OTHER DEPARTMENT IMPLICATIONS:

Other City Departments have been circulated the application for review and comment. Any comments, requirements, and/or recommendations received will be incorporated into the final Recommendation Report.

SUMMARY AND CONCLUSION:

The Planning Act requires a Statutory Public Meeting to be held to provide an opportunity for public input and discussion regarding the Applications. This report is intended to provide background information for the Public Meeting.

ATTACHMENTS:

Appendix I – Key Map

Appendix II – Draft Plan of Vacant Land Condominium



KEY MAP



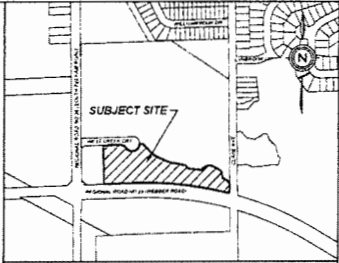
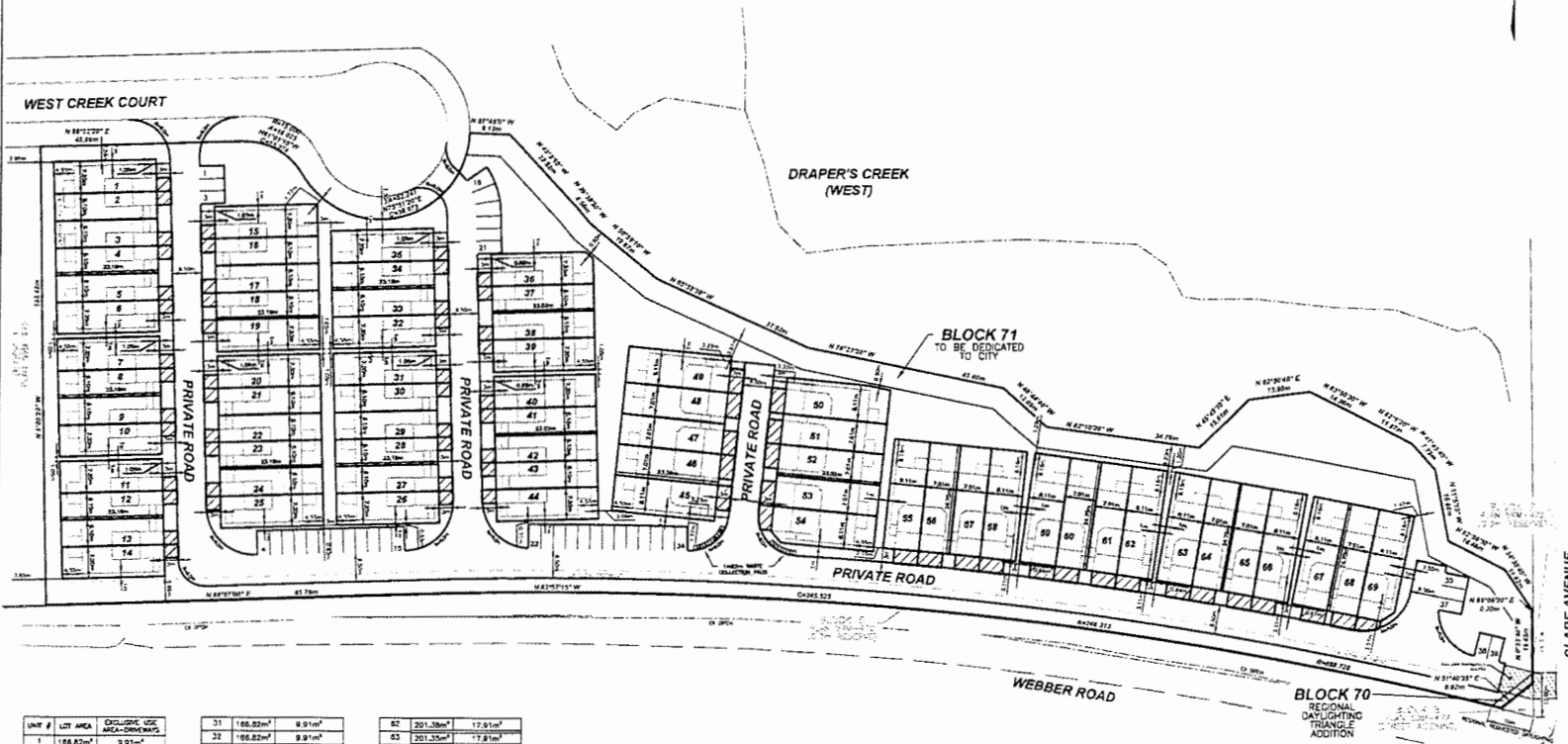
SUBJECT LANDS



*Development &
Building Services*
Planning Division

WEST CREEK CONDOMINIUM

CITY OF WELLAND



KEY PLAN
N.T.S.

DRAFT PLAN OF VACANT LAND CONDOMINIUM

LEGAL DESCRIPTION

BLOCK 3 OF PLAN 598-472
CITY OF WELLAND
REGIONAL MUNICIPALITY OF NIAGARA

OWNER'S CERTIFICATE

BEING THE REGISTERED OWNER, I HEREBY AUTHORIZE UPPER CANADA CONSULTANTS TO PREPARE AND SUBMIT THIS DRAFT PLAN OF VACANT LAND CONDOMINIUM TO THE CITY OF WELLAND FOR APPROVAL.

APRIL 27, 2021
MOUNTAINVIEW HOMES (NIAGARA) LTD. DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBMITTED ARE CORRECTLY SHOWN.

MAY 10, 2021
KIP-P. VAN LEE, J.S. SURVEYOR DATE
(A Director of the Real Estate Act)

REQUIREMENTS OF SECTION 51(17) OF THE PLANNING ACT

- | | | |
|-------------|--------------------|-----------------|
| a) SEE PLAN | k) SEE PLAN | i) SILTY SAND |
| b) SEE PLAN | l) SEE PLAN | j) SEE PLAN |
| c) SEE PLAN | m) SEE PLAN | k) FULL SERVICE |
| d) SEE PLAN | n) MUNICIPAL WATER | l) SEE PLAN |

LAND USE SCHEDULE

LAND USE	LOT/BLOCK	# OF UNITS	AREA(No)	AREA(%)
BLOCK TOWNHOUSE	UNIT 1-69	69	2,176	62.57
ADDITIONAL DAYLIGHTING	BLOCK 70		0.062	0.06
NATURALIZED BUFFER	BLOCK 71		0.173	7.35
TOTAL		69	2,354	100.00

DEVELOPABLE AREA = 2,179 m²
DEVELOPABLE DENSITY = 31.58 units/ha

#	REVISED FOR APPROVAL	DATE	BY
1		2021-08-02	M.K.
2			



DRAWING TITLE	DRAFTING	CHK
DRAFT PLAN OF VACANT LAND CONDOMINIUM	DATE	APRIL 22, 2021
	PRINTED	JUNE 2, 2021
	SCALE	1:500
	DWG. No.	20121-DP
	REV	0

UNIT #	LOT AREA	EXCLUSIVE USE AREA-DORMERS
1	166.82m ²	9.91m ²
2	141.29m ²	9.91m ²
3	141.29m ²	9.91m ²
4	141.29m ²	9.91m ²
5	141.29m ²	9.91m ²
6	166.82m ²	9.91m ²
7	166.82m ²	9.91m ²
8	141.29m ²	9.91m ²
9	141.29m ²	9.91m ²
10	166.82m ²	9.91m ²
11	166.82m ²	9.91m ²
12	141.29m ²	9.91m ²
13	141.29m ²	9.91m ²
14	166.82m ²	9.91m ²
15	166.82m ²	9.91m ²
16	141.29m ²	9.91m ²
17	141.29m ²	9.91m ²
18	141.29m ²	9.91m ²
19	166.82m ²	9.91m ²
20	166.82m ²	9.91m ²
21	141.29m ²	9.91m ²
22	141.29m ²	9.91m ²
23	141.29m ²	9.91m ²
24	141.29m ²	9.91m ²
25	166.82m ²	9.91m ²
26	166.82m ²	9.91m ²
27	141.29m ²	9.91m ²
28	141.29m ²	9.91m ²
29	141.29m ²	9.91m ²
30	141.29m ²	9.91m ²

31	166.82m ²	9.91m ²
32	166.82m ²	9.91m ²
33	141.29m ²	9.91m ²
34	141.29m ²	9.91m ²
35	166.82m ²	9.91m ²
36	166.82m ²	9.91m ²
37	140.31m ²	9.91m ²
38	140.31m ²	9.91m ²
39	166.82m ²	9.91m ²
40	166.82m ²	9.91m ²
41	140.31m ²	9.91m ²
42	140.31m ²	9.91m ²
43	140.31m ²	9.91m ²
44	166.82m ²	9.91m ²
45	166.82m ²	9.91m ²
46	166.82m ²	9.91m ²
47	166.82m ²	9.91m ²
48	166.82m ²	9.91m ²
49	166.82m ²	9.91m ²
50	166.82m ²	9.91m ²
51	166.82m ²	9.91m ²
52	166.82m ²	9.91m ²
53	166.82m ²	9.91m ²
54	166.82m ²	9.91m ²
55	201.35m ²	17.91m ²
56	201.35m ²	17.91m ²
57	173.57m ²	17.91m ²
58	173.57m ²	17.91m ²
59	173.57m ²	17.91m ²
60	201.35m ²	17.91m ²
61	201.35m ²	17.91m ²
62	173.57m ²	17.91m ²
63	173.57m ²	17.91m ²
64	173.57m ²	17.91m ²
65	173.57m ²	17.91m ²
66	173.57m ²	17.91m ²
67	173.57m ²	17.91m ²
68	173.57m ²	17.91m ²
69	173.57m ²	17.91m ²
70	173.57m ²	17.91m ²
71	173.57m ²	17.91m ²

82	201.35m ²	17.91m ²
83	201.35m ²	17.91m ²
84	173.57m ²	17.91m ²
85	173.57m ²	17.91m ²
86	201.35m ²	17.91m ²
87	200.92m ²	17.91m ²
88	173.57m ²	17.91m ²
89	173.57m ²	17.91m ²
TOTAL	11228.67	879.77
TOTAL LOT AREA	11229.67	
TOTAL EXCLUSIVE USE (DORMER) AREA	879.77	
TOTAL COMMON ELEMENT AREA	10349.90	
TOTAL SITE AREA	23,534.85m ²	

DRAFT CONDOMINIUM

Subject to the conditions, if any, set forth in our letter dated _____ 20____, this draft plan of condominium is approved under Section _____ of the Planning Act and Section _____ of the Condominium Act.

This _____ day of _____, 20____.

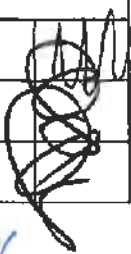
Authorized Signature _____

THE CORPORATION OF THE CITY OF WELLAND

DATE	THESE PLANS REVIEWED BY:
(Month) (Day) (Year)	(Initial) (Professional Title)
	Planning Division
	Building Division
	Engineering Division

THIS SCHEDULE TO AGREEMENT BETWEEN MOUNTAINVIEW HOMES (NIAGARA) LTD. AND THE CITY OF WELLAND DATED _____ CITY OF WELLAND APPROVAL STAMP

Appendix II

APPROVALS	
DIRECTOR	
CFO	
CAO	

COUNCILPLANNING AND DEVELOPMENT SERVICES

11-108

REPORT P&B-2021-40
AUGUST 10, 2021

SUBJECT: COMMUNITY IMPROVEMENT PLAN INCENTIVE
APPLICATIONS – QUARTERLY SUMMARY REPORT
FOR SECOND QUARTER OF 2021

AUTHOR: CHRISTINE ROSSETTO, B.A. (Hons.)
PLANNING ASSISTANT

**APPROVING
MANAGER:** RACHELLE LAROCQUE, BES, M.Sc., MCIP, RPP
MANAGER OF PLANNING

**APPROVING
DIRECTOR:** GRANT MUNDAY, B.A.A., MCIP, RPP
DIRECTOR DEVELOPMENT AND BUILDING SERVICES

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information Report P&B-2021-40 being a quarterly summary Report of approved Community Improvement Plan Incentive Applications between April 1, 2021 and June 30, 2021.

ORIGIN AND BACKGROUND:

Council delegated, by By-law, Community Improvement Plan (CIP) Incentive Grant Approvals to Staff and adopted procedures for the processing of the Applications subject to this Delegated Authority. This Report deals with the Incentive Applications that were approved in the second quarter of 2021.

COMMENTS AND ANALYSIS:

Two Community Improvement Plan Incentive Applications were approved in the second quarter of 2021. This includes one application within the Downtown and Health and Wellness Cluster Project Area and one application under the Brownfield CIP.

The following Table outlines the Grant details for the application approved under the Downtown and Health and Wellness Cluster CIP. Appendix I identifies the location of the property.

LOCATION, INCENTIVE PROGRAM AND TYPE OF WORK	ESTIMATED PROJECT COST OR FEES	MAXIMUM ELIGIBLE GRANT	CITY PORTION OF GRANT	REGIONAL PORTION OF GRANT
169 West Main Street Building Improvement Grant Program <ul style="list-style-type: none"> Roof replacement on existing mixed use building 	\$9,501.35	\$4,750.68	\$2,375.34	\$2,375.34
TOTAL	\$9,501.35	\$4,750.68	\$2,375.34	\$2,375.34

The following Table outlines the Grant details for the application approved under the Brownfield CIP. Appendix II identifies the location of the property.

LOCATION, INCENTIVE PROGRAM AND TYPE OF WORK	ESTIMATED PROJECT COST OR FEES	MAXIMUM ELIGIBLE GRANT	CITY PORTION OF GRANT	REGIONAL PORTION OF GRANT
526 Ontario Road Environmental Study Grant Program <ul style="list-style-type: none"> Phase 2 Environmental Site Assessment study for future residential use 	\$21,326.50	\$10,663.25	\$5,331.63	\$5,331.62
TOTAL	\$21,326.50	\$10,663.25	\$5,331.63	\$5,331.62

During the second quarter of 2021, a total of 13 general and specific inquiries were received; 5 pre-Application meetings were held by Staff; and 2 Incentive applications were approved.

FINANCIAL CONSIDERATION:

The City's portion of the Grants for the Approvals, upon completion, will be covered with funds from the Incentives Program Fund.

OTHER DEPARTMENT IMPLICATIONS:

The Finance Division, upon completion of these projects, will be involved with all financial aspects associated with the issuance of the Grants.

SUMMARY AND CONCLUSION:

Council delegated CIP Incentive Grant Approvals to Staff. As part of the approval procedures contained within the Delegation By-law, a Report outlining the Incentive Grant Applications that have been approved is to be prepared for Council's information on a quarterly basis. As noted in this Report, a total of two CIP Incentive Applications were approved in the second quarter of 2021.

ATTACHMENTS:

- Appendix I - Location Map showing 169 West Main Street
- Appendix II - Location Map showing 526 Ontario Road



Location Map

169 West Main Street



 **SUBJECT LANDS**



*Development &
Building Services*
Planning Division

136

Nelles Rd

Ontario Rd

Beatrice St

Chaffey St

Alberta St

Commercial St

Hill St

Location Map


526 Ontario Road



 **SUBJECT LANDS**



Development & Building Services
Planning Division

APPROVALS	
DIRECTOR	
CFO	
CAO	

COUNCIL**PLANNING AND DEVELOPMENT SERVICES**

21-108

**REPORT P&B-2021-41
AUGUST 10, 2021**

SUBJECT: APPLICATION FOR OFFICIAL PLAN AMENDMENT (OPA NO. 36) AND ZONING BY-LAW AMENDMENT (FILE NO. 2021-07) SUBMITTED BY BETTER NEIGHBOURHOODS DEVELOPMENT CONSULTANTS ON BEHALF OF IDRAKOTH LTD. FOR LANDS MUNICIPALLY KNOWN AS 800 NIAGARA STREET

**AUTHOR: RACHELLE LAROCQUE, BES, M.Sc., MCIP, RPP
MANAGER OF PLANNING**

**APPROVING DIRECTOR: GRANT MUNDAY, B.A.A., MCIP, RPP
DIRECTOR PLANNING AND DEVELOPMENT SERVICES**

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information Report P&B-2021-41 regarding application for Official Plan Amendment (OPA No. 36) and Zoning By-law Amendment (File No. 2021-07) for lands municipally known as 800 Niagara Street.

ORIGIN AND BACKGROUND:

Application for Official Plan Amendment and Zoning Bylaw Amendment were submitted on June 16, 2021. The applications were deemed complete on July 13, 2021.

The purpose of the Official Plan Amendment is to redesignate the north-east portion of the property from Regional Shopping Node to Special Policy High Density Residential and Special Policy Medium Density Residential. The Special Policy area would permit an overall density for the Medium and High Density Residential areas of 61 units per hectare and a maximum density of 216 units per hectare. The High Density Residential Special Policy would also permit a maximum building height of 30 storeys.

The purpose of the Zoning By-law Amendment is to:

- Create site specific definitions for building height and townhouses;
- Allow for deck, porch, and stair encroachments into the front and exterior side yards;

- Create specific provisions for privacy screens and garbage and refuse storage;
- Allow for one additional employee that is not a resident to work in a home occupation;
- Eliminate the need for snow storage areas;
- Provide site specific parking provisions which allow:
 - o Required parking to be provided within 200 metres of the property, whereas the Zoning By-law currently restricts this distance to 100 metres;
 - o Allows for modified parking stall width of 2.6 metres and modifies the aisle width;
 - o Creates a parking ration of 1 space per dwelling, except where an apartment is 60 square metres or less and then no parking spaces are required;
 - o Allows for a parking reduction of 50% where any combination of the following are provided: provision of secure on-site bicycle storage at a rate of 0.5 spaces per residential dwelling unit, or 1 space per 50 square metres of gross floor area of other uses; sites within 500 metres of a bicycle network connection or transit stop; and/or, the reservation of 1 parking stall per 50 dwelling units or less for car-share vehicles;
 - o Requires that the width of the driveway be less than the exterior width of an attached or detached garage;
 - o To allow entrance and exit ramps for parking garages to be 0 metres from the property line.
- To allow for parks and parking lots in all site specific residential zones;
- To allow accessory dwelling units, two-unit dwellings, multiple dwellings, and townhouses in the High Density Residential Zone;
- To create site specific setback provisions for the residential zones, and to eliminate the requirement for a maximum lot coverage.

The purpose of these applications is to redevelop the north-east portion of the Seaway Mall property, including the location of the former Target store, with approximately 1,300 dwelling units, internal streets, parks, and small scale commercial uses. The proposal includes a mix of apartment buildings with maximum heights permitted to be 8, 20, and 30 storeys, as well as townhouses, two unit dwellings, and accessory dwelling units.

COMMENTS AND ANALYSIS:

A Virtual Public Information Meeting was held on July 29, 2021 to gain public input regarding the proposed applications. Approximately 24 people, including the

applicant and their agents, attended the meeting. The following comments and concerns were raised at the Public Information Meeting:

- Concerns with the overall height proposed for the buildings, particularly the proposed 3.5 storey townhomes that would be immediately behind the lots on Willowlanding Court;
- Drainage;
- Concerns that the pedestrian access between Willowlanding Court and the Seaway Mall would be removed;
- Condition of the retaining wall along the boundary of the properties on Willowcourt Landing and the Seaway Mall;
- Parking concerns;
- Traffic on Lancaster Drive;
- Whether the units would be rental or sold individually; and,
- Timing of construction.

At the time of writing this report, three (3) letters from neighbours have been received. In addition to the comments above, the following comments and concerns were raised:

- Property values; and,
- Fencing during construction.

The Statutory Public Meeting under the Planning Act is being held virtually on August 10, 2021. The Public Meeting provides an opportunity for the Applicant to make a presentation regarding the Applications and proposal, for interested parties to make comment and/or raise concerns, and for Council Members to inquire about the Applications.

The report is intended to provide Council with background information on the Applications. Staff will bring a Recommendation Report for Council's consideration at a future meeting.

FINANCIAL CONSIDERATION:

All costs with the development of the property will be the responsibility of the developer.

OTHER DEPARTMENT IMPLICATIONS:

Other City Departments have been circulated the application for review and comment. Any comments, requirements, and/or recommendations received will be incorporated into the final Recommendation Report.

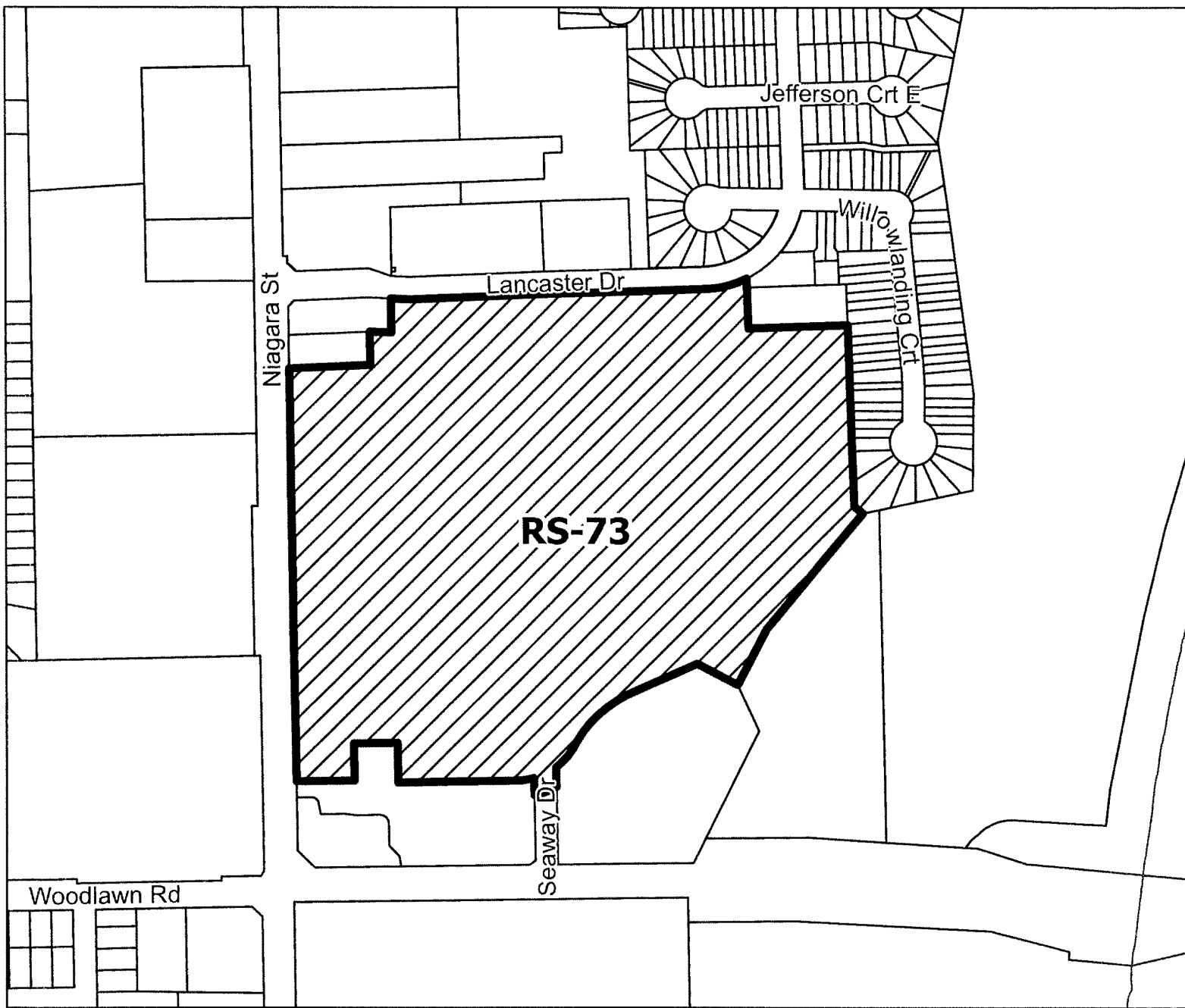
SUMMARY AND CONCLUSION:

The Planning Act requires a Statutory Public Meeting to be held to provide an opportunity for public input and discussion regarding the Applications. This report is intended to provide background information for the Public Meeting.

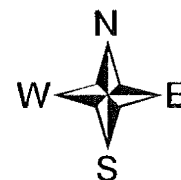
ATTACHMENTS:

- Appendix I - Key Map
- Appendix II - Preliminary Site Plan
- Appendix III - Draft Official Plan Amendment
- Appendix IV - Draft Zoning By-law Text

2021-07 & OPA 36



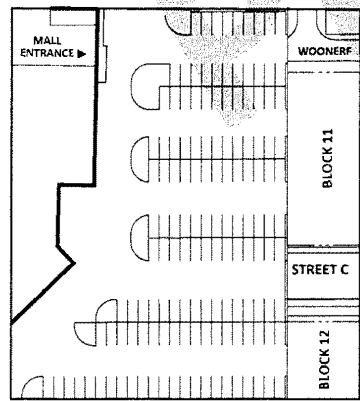
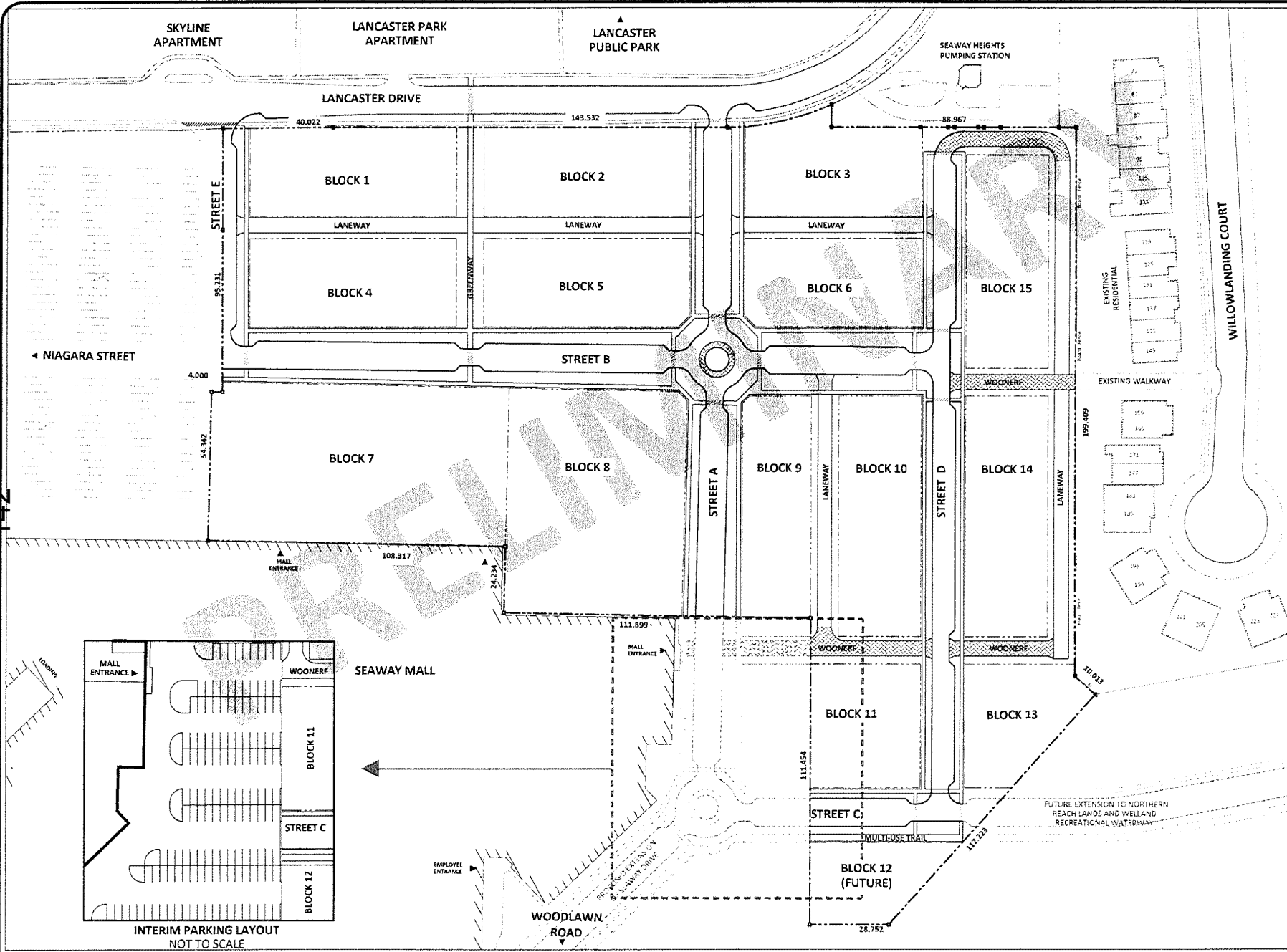
KEY MAP



 **SUBJECT LANDS**



Development & Building Services
Planning Division



SEAWAY MALL NORTH - EAST PARCEL BLOCK AND STREET PLAN

PROPOSED ZONING SCHEDULE		
BLOCK #	ZONE	AREA (m ²)
1	RM (H 8)	2397
2	RM (H 8)	2400
3	RM (H 8)	2165
4	RM (H 8)	2400
5	RM (H 8)	2392
6	RM (H 8)	2058
7	RH (H 30)	6249
8	RH (H 30)	5322
9	RM (H 8)	2033
10	RM (H 3.5)	2639
11	RH (H 20)	1800
12	RH (H 20)	1247
13	RM (H 8)	1562
14	RM (H 3.5)	2639
15	RM (H 3.5)	2312
TOTAL BLOCK AREA		39615
PUBLIC REALM		21381
TOTAL AREA		60996

PRELIMINARY



SCALE = 1:500



SEAWAY MALL N-E
Welland, Ontario

PRELIMINARY
BLOCK AND STREET PLAN

DATE OF PLAN	2021.06.08
PLAN NO.	0363 - 85.1
SHEET NO.	0

AMENDMENT NO. 36
to the
OFFICIAL PLAN
of the
CORPORATION OF THE CITY OF WELLAND

DAY, MONTH, YEAR

**THE CORPORATION OF THE CITY OF WELLAND
BY-LAW NUMBER 2021-**

**A BY-LAW TO AUTHORIZE THE ADOPTION
OF OFFICIAL PLAN AMENDMENT NO. 36**

WHEREAS the Official Plan of the Corporation of the City of Welland was adopted by the City of Welland on May 4, 2010.

AND WHEREAS the Regional Municipality of Niagara gave partial approval to the Official Plan on October 21, 2011.

AND WHEREAS the Ontario Municipal Board gave partial approval to the Official Plan on June 24, 2014.

AND WHEREAS the Council of the Corporation of the City of Welland deems it expedient to amend the Official Plan.

AND WHEREAS the Regional Municipality of Niagara is the approval authority for Amendments to the Official Plan of the Corporation of the City of Welland.

AND WHEREAS the Regional Municipality of Niagara has exempted Official Plan Amendment No. 36 to the Official Plan of the Corporation of the City of Welland from approval in accordance with the Memorandum of Understanding between the Regional Municipality of Niagara and the Corporation of the City of Welland.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF WELLAND ENACTS AS FOLLOWS:

1. That the Corporation of the City of Welland hereby adopts and approves Official Plan Amendment No. 36 for the Corporation of the City of Welland.
2. That Staff is hereby authorized and directed to give Notice of Council's adoption of Amendment No. 36 to the Official Plan of the Corporation of the City of Welland in accordance with Section 17(23) of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND PASSED BY COUNCIL THIS DAY OF MONTH, YEAR.

_____ MAYOR

_____ CLERK

**AMENDMENT NO. 36 TO THE OFFICIAL PLAN OF THE
CORPORATION OF THE CITY OF WELLAND**

PART A - THE PREAMBLE (This does not constitute part of the Amendment)	1
TITLE AND COMPONENTS.....	1
PART B - THE AMENDMENT	2
SCHEDULE "A" LAND USE PLAN.....	3
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APPENDIX I - AFFIDAVIT	5
SCHEDULE "A" TO APPENDIX 1 - AFFIDAVIT.....	6
APPENDIX II - NOTICE OF ADOPTION	7
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APPENDIX IV - STAFF REPORT	10
APPENDIX V - COUNCIL RESOLUTION.....	106

PART A - THE PREAMBLE (This does not constitute part of the Amendment)

TITLE AND COMPONENTS

This document, when approved in accordance with the Planning Act, shall be known as Amendment No. 36 to the Official Plan of the Corporation of the City of Welland.

Part "A", the Preamble, does not constitute part of this Amendment.

Part "B", the Amendment, consists of the map and text changes.

Part "C", the Appendices, which does not constitute part of this Amendment, contains the background data, planning considerations and public involvement associated with this Amendment.

PURPOSE OF THE AMENDMENT

The purpose of Official Plan Amendment No. 30 is to redesignate a portion of the lands shown on attached Schedule "A" from Regional Shopping Node to Special Policy Area Medium Density Residential and Special Policy Area High Density Residential. The purpose of the amendment is to redesignate the lands to allow for a mixed-use residential development. The Special Policy Medium Density Residential will permit a minimum density of 61 units per net hectare and a maximum density of 216 units per net hectare which will be calculated across the Special Policy Medium Density Residential and Special Policy High Density Residential designations on the subject lands. The purpose of the Special Policy High Density Residential is to permit a maximum height of 30 storeys.

LOCATION

The lands are located on the east side of Niagara Street, south side of Lancaster Drive, north of Woodlawn Road, and west of the Recreational Canal. The subject area is approximately 6 hectares in size.

BASIS

The subject lands are within the urban area boundary for the City of Welland and currently designated Regional Shopping Node. This amendment for a land use change from commercial lands to mixed-use medium and high density residential within the built boundary of the City of Welland.

PART B - THE AMENDMENT

All of the Amendment entitled PART B - THE AMENDMENT, consisting of the following Policies and the map referred to as Schedule "A" - Land Use Plan and Policies, constitutes Amendment No. 36 to the Official Plan of the Corporation of the City of Welland.

MAP CHANGES

1. Schedule B, Land Use Map is hereby amended by identifying a portion of the lands as Residential.
2. Schedule B1, Residential Hierarchy Land Use Map is hereby amended by identifying a portion of the lands as Medium Density Residential and High Density Residential with the special exemption.
3. Schedule B2, Commercial Hierarchy Land Use Map is hereby amended by removing a portion of the lands as Regional Shopping Node.

TEXT CHANGES

1. The Official Plan of the City of Welland is hereby amended by adding the following:

4.2.3.20 Exemptions

- 4.2.3.20 H Notwithstanding the density provisions of Section 4.2.2.3, the lands will be permitted to have a minimum density of 61 units per net hectare and a maximum density of 216 units per net hectare.

SCHEDULE "A" LAND USE PLAN

PART C - THE APPENDICES

The following appendices do not constitute part of Amendment No. 36 to the Official Plan of the Corporation of the City of Welland, but are included only as information supporting the amendment.

- APPENDIX I - Affidavit
- APPENDIX II - Notice of Adoption
- APPENDIX III - Minutes of Public Meeting
- APPENDIX IV - Staff Report
- APPENDIX V - Council Resolution (Certified)

APPENDIX I - AFFIDAVIT

IN THE MATTER OF SECTION 7, ONTARIO
REGULATION 543/06

AND

IN THE MATTER OF THE ADOPTION OF
OFFICIAL PLAN AMENDMENT NO. 36 BY BY-
LAW 2021-XX PASSED BY COUNCIL OF THE
CORPORATION OF THE CITY OF WELLAND
ON MAY 4, 2021

I, Grant Munday of the City of Welland in the Regional Municipality of Niagara, make oath and say as follows:

1. I am the Director, Development and Building Services of the Corporation of the City of Welland.
2. That in accordance with Section 17(15) of The Planning Act, as amended and Section 3 of Ontario Regulation 543/06, Notice of the Public Meeting was published in the Niagara This Week Newspaper on July 19, 2021. I hereby certify that the required Public Meeting was held virtually on August 10, 2021 by the Council of the Corporation of the City of Welland.
3. A list of all persons or public bodies which made oral submissions at the Public Meeting is attached as Schedule "A" to this Affidavit.
4. That in accordance with Section 17(23) of The Planning Act, as amended, and Ontario Regulation 543/06, the requirements for the giving of Notice of Adoption of the Amendment have been complied with.
5. That in accordance with Section 7(7) of Ontario Regulation 543/06, the decision of Council is consistent with the Policy Statements issued under sub-Section 3(1) of the Act and conforms to any applicable Provincial Plan or Plans.

Sworn before me at the City of Welland
in the Regional Municipality of Niagara,
this DAY day of MONTH, YEAR.

SCHEDULE "A" TO APPENDIX 1 - AFFIDAVIT

List of individuals who made oral submission at the Statutory Public Meeting conducted August 10, 2021 concerning Amendment No. 36 to the Official Plan of the Corporation of the City of Welland.

Opposed

In Favour

APPENDIX II - NOTICE OF ADOPTION

**CITY OF WELLAND
NOTICE OF ADOPTION OF
AMENDMENT NO. 36 TO THE
OFFICIAL PLAN OF THE CORPORATION OF THE CITY OF WELLAND**

Take notice that the Council of the Corporation of the City of Welland passed By-law 2021-, being a By-law to adopt Amendment No. 36 to the Official Plan on MONTH DAY, YEAR under Section 17(23) of The Planning Act, as amended.

The Purpose of Amendment No. 36 is to redesignate a portion of the property from Regional Shopping Node to Special Policy Medium Density Residential and Special Policy High Density Residential. The Medium Density and High Density Residential Special Exemption will allow for a minimum density of 61 units per net hectare and a maximum of 216 units per net hectare. The High Density Residential Special Policy will allow for a maximum height of 30 storeys.

The Effect of the redesignation is to allow for the development of the property with a mixed-use subdivision with a mix of two-unit, townhouse, multiple dwellings, apartment and accessory apartment dwellings, some small scale commercial.

Pursuant to Section 17(23.1)(a) of the Planning Act, as amended, City Council took into consideration all written and oral presentations made to it before rendering a decision.

Pursuant to Section 17(23.1)(a) of the Planning Act, as amended, City Council took into consideration all written and oral presentations made to it before rendering a decision.

Any person or agency may appeal, to the Local Planning Appeal Tribunal, in respect to the Amendment to the Official Plan by filing with the Clerk of the City of Welland, no later than DATE, 2021, a notice of appeal setting out the specific part of the proposed Amendment to the Official Plan to which the appeal applies, set out the reasons for the appeal and be accompanied by the fee prescribed under the Ontario Land Tribunal Act in the amount of \$1,100.00 payable by certified cheque to the Minister of Finance, Province of Ontario.

The proposed Amendment to the Official Plan is exempt from approval by the

Regional Municipality of Niagara and the Decision of Council is final if a notice of appeal is not received on or before the last day for filing a notice of appeal.

Only individuals, Corporations or public bodies may appeal a Decision of the municipality to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated Association or Group. However, a notice of appeal may be filed in the name of an individual who is a member of the Association or the Group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal unless, before the Plan was adopted, the person or public body made oral submissions at a Public Meeting or written submissions to the Council or, in the opinion of the Ontario Land Tribunal, there are reasonable grounds to add the person or public body as a party.

The land to which this proposed Amendment to the Official Plan applies is also the subject of a Zoning By-law Amendment 2021-07.

A copy of the Amendment and Staff Report are available for inspection by the public as of MONTH DAY, 2021 at by contacting the Planning Department at devserv@welland.ca.

Dated at the City of Welland this DATE day of MONTH, YEAR.

GRANT MUNDAY, B.A.A., MCIP, RPP
DIRECTOR
DEVELOPMENT AND BUILDING SERVICES
OF THE CORPORATION OF THE CITY OF WELLAND

APPENDIX III

- MINUTES OF PUBLIC MEETING -

APPENDIX IV - STAFF REPORT

APPENDIX V - COUNCIL RESOLUTION

THE CORPORATION OF THE CITY OF WELLAND

BY-LAW NUMBER _____

BEING A BY-LAW TO AMEND CITY OF WELLAND ZONING BY-LAW
2017-117 (FILE NO. 2021-07) 800 NIAGARA STREET

WHEREAS the Council of the Corporation of the City of Welland adopted By-law 2017-117 on the 17th day of October, 2017;

AND WHEREAS Subsection 1 of Section 34 of The Planning Act R.S.O. 1990, Chapter P.13 provides that local Councils may pass Zoning By-laws;

AND WHEREAS the Council of the Corporation of the City of Welland deems it expedient to amend said Zoning By-law 2017-117.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF WELLAND ENACTS AS FOLLOWS:

That Schedule "A" to By-law 2017-117 be and the same is hereby amended as follows:

1. PT TWP LT 229 & 230, FORMER CITY OF THOROLD, PARTS 3, 4 ON 59R-1742 AND PARTS 1 & 2 ON 59R-2895, S/T RO345094, S/T RO357411, S/T RL734059, S/T RO778444; PCL 229-3 SEC 59 THOROLD; PART 3 ON 59R-2784; S/T EASEMENT IN FAVOUR OF WELLAND HYDRO-ELECTRIC SYSTEM CORP. OVER PART 1 PLAN 59R-11677 & PARTS 5, 6, 7, 8 & 9 ON PLAN 59R-8977 AS IN SN19072; PCL F-2 SEC M75; BLK F PL M75 EXCEPT PART 1 ON 59R-2986; S/T LT16884; PCL G-1 SEC M75; BLK G PL M75 EXCEPT PART 1 ON 59R-4566, City of Welland, shown on Schedule "A" attached hereto as "Change to RM-XX", "Change to RM-XY", "Change to RH-XX", and "Change to RH-XY" is hereby changed to RM-XX, RM-XY, RH-XX, and RH-XY.

2. That the provisions in the RM-XX, RM-XY, RH-XX, and RH-XY Zone shall be those provided for in the RM and RH Zone, save and except as follows:

- All other general provisions of By-law 2017-117, as amended, shall apply save and except for the following:
 - a. Notwithstanding Section 4, "Building Height", where height is established as a number of storeys, height means the number of storeys.
 - b. Notwithstanding Section 5.10.5, Decks, Porches, Steps:
 - i. Open or roofed Decks, Porches, and Steps may project 1.0 metres into a required front or exterior side yard.
 - ii. Stairs that lead to areas below-grade may project 1.0 metres into a required front or exterior side yard.
 - c. Notwithstanding Section 5.12.2, Privacy Screens:
 - i. Privacy screens are permitted for all uses in the RM-___ and RH- ___ zones to a maximum height of 1.5 metres. Up to 1.8 m may be permitted where the upper 0.3 portion of fence is of lattice or other semi-transparent decorative woodwork.
 - d. Notwithstanding Section 5.14, Garbage and Refuse Storage and Enclosures:
 - i. Where an enclosure or private waste management container is provided in accordance with Subsection 5.14 b), the enclosure shall be associated with an area sufficient for the purposes of picking up garbage or refuse from the container.

- e. Notwithstanding Section 5.18.1, Home Occupations:
 - i. Home occupations shall be permitted in any permitted dwelling or building type in the RM-XX, RM-XY, RH-XX and RH-XY zones.
 - ii. Up to one (1) non-resident employee is permitted to be engaged in the home occupation.
 - iii. The home occupation shall not alter the exterior of the dwelling unit by virtue of its operation except it shall be permitted to display one (1) sign no larger than 46 cm x 31 cm at its entrance to indicate the business name.
- f. Notwithstanding Section 5.27, Patios, Outdoor:
 - i. Restaurant patios may be permitted in any yard, balcony or rooftop area within the RH-XY where it abuts any RM-XX, RM-XY or RM-XX Zone.
- g. Notwithstanding Section 5.39, Snow Storage Areas:
 - i. No snow storage shall be required for private streets, parking areas, or driveways within a registered Condominium Plan.
- h. Notwithstanding Section 6.1.3, Location of Required Parking:
 - i. Any required parking stall for any permitted use within the RM (H3.5), RM (H 8), RH (H 20) and RH (H 30) zone may be located:
 - i) On the same lot on which the use is located;
 - ii) On a *private* street or laneway within 100 m of the subject lot; or
 - iii) In a shared or district parking lot within 200 m of the subject lot, which is in a Zone which permits a parking lot.
 - ii. Any barrier-free parking space and loading space required by this By-law shall be located on the same lot on which the use is located.

Any bicycle parking space required by this By-law shall be located on the same lot on which the use is located, or within 50 m of the subject lot.

- i. Notwithstanding Section 6.16, Parking Space Dimensions:

Condition	Min. Width	Min. Depth	Minimum Access Aisle in Parking Lot, Structure or Garage
Ninety-degree (90°) parking stall	2.6	5.5	6.0
Sixty-degree (60°) parking stall	2.6	5.5	5.5
Forty-five-degree (45°) parking stall	2.6	5.5	4.5
Thirty-degree (30°) parking stall	2.6	5.5	4.5
Parallel parking stall	2.6	6.0	3.0

- j. Notwithstanding Section 6.4, Required Parking and Queuing Spaces By Use:

Use	Required Number of Spaces
Apartment dwelling less than 60 square metres in floor area	0 spaces
Accessory Dwelling	
Apartment dwelling greater than 60 square metres in floor area	
Multiple Dwelling	1 space per unit
Two-Unit Dwelling	
Townhouse Dwelling	
Art Gallery	1 stall per 50 square metres of gross

Restaurant floor area
Retail Establishment
Library

- k. Notwithstanding Section 6.4, Required Parking and Queuing Spaces By Use:
- i. A reduction of up to 50% of required parking may be permitted where one or any combination of the following features which facilitate access to public transit, ride-sharing, or active transportation alternatives is available:
- The provision of secure on-site bicycle storage at a rate of 0.5 spaces per residential dwelling unit or 1 space per 50 square metres gross floor area of other uses.
 - Sites within 500 m of a bicycle network connection or transit stop
 - The reservation of 1 parking stall per 50 dwelling units or less for a car-share vehicle
- l. Notwithstanding Section 6.9, Residential Parking Requirements:
- i. The width of a driveway must be less than the width of an attached or detached garage.
- m. Notwithstanding Section 6.13, Parking Structures:
- i. Entrance and exit ramps to below-grade and above-grade parking structures or buildings are permitted within 0 metres of the property line.
- n. Notwithstanding Section 7.2, Permitted Uses:

Permitted Uses	RM-XX	RM-XY	RH-XX	RH-XY
Accessory Dwelling Unit	✓	✓	✓	
Accessory Uses, Buildings, and Structures	✓	✓	✓	✓
Apartment Dwelling	✓	✓	✓	✓
Bed and Breakfast	✓	✓	✓	
Boarding and Lodging House	✓	✓	✓	
Group Home	✓	✓	✓	
Home Occupation	✓	✓	✓	
Two-Unit Dwelling	✓	✓	✓	
Multiple Dwelling ⁽¹⁾	✓	✓	✓	
Retirement Home	✓	✓	✓	✓
Street Townhouse Dwelling	✓	✓	✓	
Townhouse Dwelling (Block)	✓	✓	✓	
Parking Lot, Structure or Garage	✓	✓	✓	✓
Park	✓	✓	✓	✓
Commercial and Community Uses				
Art Gallery ⁽²⁾			✓	✓
Restaurant ⁽²⁾			✓	✓
Retail Establishment ⁽²⁾			✓	✓
Day Care Centre			✓	✓
Library				✓

(1) Includes Triplex, Fourplex, Back-to-Back Townhouse and Stacked Townhouse Dwellings

(2) Only permitted within the ground floor of a residential building to a maximum

of 120.7 square metres of gross floor area

READ A FIRST, SECOND AND THIRD TIME AND PASSED BY COUNCIL THIS DAY
DAY OF MONTH, YEAR.

_____ MAYOR

_____ CLERK

Schedule "B" to By-law 2021-_____

The provisions of the RM-XX, RM-XY, RH-XX, and RH-XY Zones shall be those provided for in the Zoning Provisions Table below:

Use	Lot Area (min)	Lot Frontage (min)	Front Yard (min)	Side Yard Interior (min)	Side Yard Exterior (min)	Rear Yard (min)	To Existing RM Zone ⁽¹⁾	Building Height (max)	Lot Coverage (max)	Landscaped Area (min)	
RESIDENTIAL MEDIUM DENSITY ZONE RM-XX											
Apartment	N/A	15.0 m	1.0 m	0 m	1.0 m	0.5 m	10.0 m	3.5 storeys	N/A	15%	
Two-Unit Dwelling		6.0 m									
Multiple Dwelling		6.0 m									
Townhouse		4.0 m/unit									
Back-to-Back Townhouse		4.0 m/unit									
RESIDENTIAL MEDIUM DENSITY ZONE RM-XY											
Apartment	N/A	15.0 m	1.0 m	0 m	1.0 m	0.5 m	10.0 m	Floors 1 – 3.5 1.0 m Floors 4 – 8 3.0 m	N/A	15%	
Two-Unit Dwelling		6.0 m						8 storeys			
Multiple Dwelling		6.0 m						3.5 storeys			
Townhouse		4.0 m/unit									
Back-to-Back Townhouse		4.0 m/unit									
RESIDENTIAL MEDIUM DENSITY ZONE RH-XX											
Apartment	N/A	15.0 m	1.0 m	0 m	1.0 m	0.5 m	10.0 m	Floors 1 – 3.5 1.0 m Floors 4 -8 3.0 m Floors 8.5 + 9.0 m	N/A	15%	
Two-Unit Dwelling		6.0 m						20 storeys			
Multiple Dwelling		6.0 m						3.5 storeys			
Townhouse		4.0 m/unit									
Back-to-Back Townhouse		4.0 m/unit									
RESIDENTIAL MEDIUM DENSITY ZONE RH-XY											
Apartment	N/A	15.0 m					10.0 m	Floors 1 – 3.5 1.0 m Floors 4 – 8 3.0 m Floors 8.5 + 9.0 m	30 storeys	N/A	25%

- (1) Measured from the nearest building wall to the adjacent property boundary of the RM Zone.

APPROVALS	
DIRECTOR	
CFO	
CAO	

COUNCILPLANNING AND DEVELOPMENT SERVICES

21-109

REPORT P&B-2021-42
AUGUST 10, 2021

SUBJECT: NIAGARA REGION GRANTS AND INCENTIVES REVIEW

AUTHOR: NICOLAS AIELLO
POLICY PLANNER

**APPROVING
MANAGER:** RACHELLE LAROCQUE, BES, M.Sc., MCIP, RPP
MANAGER OF PLANNING

**APPROVING
DIRECTOR:** GRANT MUNDAY, B.A.A., MCIP, RPP
DIRECTOR OF PLANNING AND DEVELOPMENT
SERVICES

RECOMMENDATIONS:

- 1) THAT THE COUNCIL OF THE CITY OF WELLAND receives for information Report P&B-2021-42; and further
- 2) THAT Welland City Council requests Niagara Region Council to maintain the existing Grants and Incentives Programs as detailed in this Report; and further
- 3) THAT Welland City Council is supportive of adding additional financial incentives for affordable/rental housing; and further
- 4) THAT Welland City Council requests the City Clerk forward a copy of this Report to the Niagara Region, and all municipalities within the Niagara Region for information and support.

ORIGIN AND BACKGROUND:

In 2017, the Region of Niagara started a review of its various Incentives and Grants (Smarter Niagara Incentives and Grants, Brownfield Incentives and Grants, Gateway CIP Incentives and Grants). City Staff were supportive of the Region's current Grants and Incentives Programs for a range of reasons but most notably that these programs promote Smart Growth Principles, a key element of City and

Regional Planning. We noted a number of successful outcomes of these Grants and Incentives and how they were serving their intended purpose. The CIPs and Incentives currently in place in Welland are as follows:

- Downtown Health and Wellness Cluster CIP (Downtown CIP);
- City of Welland Niagara Gateway Economic Zone and Centre CIP (Gateway CIP);
- Brownfield CIP; and
- Development Charge Exemptions and Reductions for Industrial Development and other CIP Areas.

On June 24, 2021 the Region presented to Local Municipal Staff the results of their review and proposed recommendations, they also held an Information Session for Regional Council on July 22, 2021. They indicated that the goals of the review were as follows:

- Align with Regional priorities and responsibilities
- Address current and future needs
- Provide meaningful and measurable results
- Be sustainable, clear and accountable

As a result of the review, Regional Council endorsed four priority areas with respect to incentives and programs:

- 1) Affordable Housing
- 2) Employment
- 3) Brownfield Remediation
- 4) Public Realm

Regional Staff are proposing to create, retain, remove and modify programs under these focus areas.

COMMENTS AND ANALYSIS:

Staff have reviewed the Regions presentation and have provided an outline below of the proposed recommendations based on the four priority areas.

1. Affordable Housing

Regional Staff indicate that there is a need for affordable housing. The goals of this priority area is to:

- Increase affordable and attainable rental supply;
- Decrease NRH wait times;
- Maintain existing affordable housing stock

A number of programs have been proposed which are aimed to encourage affordable and attainable rental housing. These programs include:

Programs	Description
Partnership Housing Program	Suite of Incentives (e.g., grants, deferrals)
Affordable and Supportive Housing	Regional Development Charge Deferral
Non-Profit Grant	Regional Development Charge Grant
Intensification Grant	Regional Development Charge Grant
Residential Rental Grant	Regional Project Grant
Small Building Rental Grant	Regional Project Grant
NRH Home Ownership Downpayment Assistance	Forgivable Loan
NRH Niagara Renovates Homeownership	Forgivable Loan
NRH Niagara Renovates Multi-residential	Forgivable Loan
NRH Non-Profit and Co-op Capital Repair Costs	Forgivable Loan
NRH Housing Provider Capital Loan Program	Loan and Grant

City Staff agree that there is a need for more affordable housing units. The root cause of this situation is complex and multi-faceted. The need for this has been an ongoing issue for at least 20 years. There has been limited investment both by Federal and Provincial Governments and the private sector in rental housing or affordable housing for a range of reasons including, zoning and planning rules which prohibit investment. The City's current CIP areas and programs have, and will continue to offer incentives for housing, including affordable housing. For example, the City provides funding for the creation of additional apartment units, but without the affordable requirement, recognizing that the current vacancy rate is very low in the City and this will encourage the creation of additional rental units. Additionally, the City approved a New Zoning By-law in October, 2017 which creates a more favourable regulatory environment for small scale to large scale rental housing.

City Staff fully support the creation of more affordable housing units through more incentive programs, but at this point it is unclear as to how the Region will implement some of the requirements, such as ensuring that the units are affordable and maintained. The implementation piece of these programs has not been identified.

2. Employment

The current alignment of Employment Attraction Policies between the City and Region has attracted over \$361 million in private sector investment on employment lands, over 1.4 million square feet of industrial buildings, and over 400 jobs retained/created. Current approved applications will generate over \$4 million in

new taxes for the City and over \$4.6 million for the Region when factoring in the Tax Increment Grants (TIG grants). The net taxes for the City and Region will significantly increase as individual TIGs are completed.

Regional Staff indicate the goals of the Employment focus area are as follows:

- Incentivize an average of 100 full time jobs per year in the next five years;
- Attract five new businesses in the next five years;
- Expand the range of employment TIGs while maintaining unique status of Gateway CIP

Regional Staff are planning to attain the above goals by proposing to create, retain and modify the following programs under this focus area. The major highlights are as follows:

Program	Status
Gateway CIP Tax Increment Grant	Remains the same
Gateway CIP Regional DC Grant	Remains the same
Niagara Business Attraction Tax Increment Grant	New
Regional Employment Grant	Reduced from a 100% reduction to sliding scale based on number of employees
50% Industrial Expansion Grant	Proposed. However, is an existing requirement under the Development Charges Act.

City Staff have reviewed the proposed additions and changes. Staff have no objection to the additional of the Niagara Business Attraction TIG, however, it is unclear if this program would be available in Welland. The reduction in the grant for the Regional Employment DC-Base Grant from a 100% to a sliding scale based on the amount of employees is not supported by Staff and will impact economic development goals of the City. Small Businesses are the future of the City and the Region and these businesses will now be required to pay regional development charges.

City Staff also note that the goals of this focus area are concerning as they are very limited. For example, attracting 5 new businesses across the Region over five-years seems very low for a growing Region. However, when factoring in the reduction in certain programs this may be a plausible outcome. It should also be noted that affordable housing and jobs are invariably linked. If we cannot attract a growing job base it will continue to create affordable housing problems.

3. Brownfield

Under the current City and Regional policies for Brownfield redevelopment, the City will have produced over \$59 million in private sector investment, over \$2.6 million in City taxes, over \$2.8 million in Regional taxes. The additional benefits of

Brownfield Redevelopment include improvements to the natural environment and human health by facilitating the remediation of contaminated sites.

The goals of the Brownfield focus area identified by the Region are as follows:

- Generate an average increase of 10 times the original assessment value on brownfield properties
- Approve two Tier 1 BTIGs in the next five years
- Provide funding for remediation of at least 200 acres in the next five years

The Region indicates they are focusing on Brownfield Remediation, however it is City Staff's opinion that this is not the case as they are proposing to further reduce the incentives available for brownfield remediation. Major changes proposed include:

- A reduction of the 50% rebate of the applicable Development Charge to a 100% Regional Development Charge (DC) deferral until occupancy permit is issue or five years.
- Elimination of the Brownfield Study Grant which provides funding for the Phase 2 Environmental Site Assessment allowing applicants to identify areas of contamination and determine clean-up costs; helping to reduce the risk of investing in Brownfields.
- Elimination of the Brownfield Tax Assistance Program which provides a freeze of the property taxes on a property that is undergoing or has undergone remediation and redevelopment to assist with payment of the cost of environmental remediation.
- Modifying the TIG programs to be tied to a minimum clean up amount and a reduction of the incentive currently offered.
- Modifying the TIG programs to be tied in with the creation of Affordable Housing.

City Staff question how the Region is focusing on Brownfields when in actual fact they are defocusing. The Brownfield remediation programs all now seem to be tied in some way to the number of affordable housing units created. Although incentivizing affordable housing is supported by the City, it's not the objective of the Brownfield Incentives Programs, in Staff's opinion. The goal of these programs is to have brownfield sites within the urban area remediated and redeveloped. It seems that tying it to the creation of affordable housing units creates another layer of red tape that is unnecessary, and may not be achievable. Furthermore, tying the TIG to a minimum clean up amount may leave some smaller sites to languish because they're not eligible for the TIG program with the Region.

As mentioned, the DC Exemption program has been proposed to change to a DC Deferral program. Brownfield lands are typically within areas that are developed with existing services and will not require the extension or expansion of services. The DCs may also be another barrier to realizing the clean-up of these sites, depending on the scale and costs of clean-up required. It's unclear as to why this

program change is being proposed, and the City is not in support. Brownfield redevelopment is costly and has significant risks for investors. This will only make these site less desirable and less likely to be developed for affordable housing.

4. Public Realm

Regional Staff indicate their goals on programs for the Public Realm is as follows:

- Improve public realm including road, bike paths, sidewalk, trails and accessibility amenities in an average of six projects annually;
- Plant approximately 500 trees through Public Realm Investment Program (PRIP) in the next five years; and,
- Achieve at least 10 of the following in the next five years: public plaza enhancements, place making and public art installations, gateway features.

Regional Staff are proposing to continue the Public Realm Investment Program. City Staff have no objection to continuing this program, however, the funding allocations proposed are very low compared to actual cost of public realm improvements.

Programs Proposed to be Eliminated

Smarter Niagara Incentive Program (SNIP)

The Region is proposing to eliminate the Smarter Niagara Incentive Program (SNIP): façade and building improvement, heritage restoration, planning grant. These programs in partnership with Region form the City's Downtown CIP and have and continued to help enhance the City's Downtown and Health and Wellness Areas. Promoting investment in downtowns and intensification areas is critical for sustainable development and smart growth. The City's Downtown CIP will have generated over \$34 million in private sector investment, and over \$600,000 in taxes over a 10 year period for the City and over \$500,000 for the Region. This is in addition to the other numerous benefits that result from these investments. The net taxes for the City and Region will significantly increase as individual TIG's are completed.

As mentioned, the City supports the concept of trying to promote more affordable/rental housing but this should not occur at the cost of promoting Smart Growth and sustainable development in our communities. This is not to say that the current Programs are not achieving this, but there may be an opportunity to do more here. The SNIP program is one of the most popular incentive programs that the City provides as it allows small businesses to make improvements to their buildings that would otherwise have been outside of their financial abilities. Small businesses have had an incredibly difficult time these past 18 months, and it does not seem like now is the time to be taking away any financial incentives that would help them improve their buildings or facades. Further to this, the Region's new draft Official Plan policies are encouraging regrowth and development of downtowns, it is incongruous to remove the SNIP funding while encouraging a high

level of urban design and upgrades in downtown areas. There needs to be incentive for the Region's policy initiatives to be realized.

Other Programs

The below table lists other programs that the Region is proposing to discontinue as a result of their incentives review.

Program	City Staff Comments
Brownfield Tax Assistant Program	As mentioned above, the program provided a tax freeze during the remediation period. Elimination of this program increases the financial risk associated with Brownfield redevelopment. This will make it more costly to redevelop brownfields, whether it be for affordable housing or not.
Niagara Investment in Culture Program	As the population of the City and Regions grows and diversifies the need for cultural investment will increase.
Waterfront Investment Program	As the Region and the City grows there is an increasing need for investment in waterfront access and enhancement. For example, there are ongoing issues in Waterfront Municipalities regarding waterfront access.
Heritage Tax Rebate Program	Heritage preservation is a component of good planning. Private land owners should be supported by municipalities to effectively maintain heritage properties.
Smart Growth Regional DC program	This program has helped the City to achieve and exceed Regional and Provincial intensification requirements and promote sustainable growth within the City. Elimination of this program will lead to increased urban sprawl in the Region and a reduction in intensification.

SUMMARY AND CONCLUSION:

Staff have reviewed the Region's presentation regarding their review of its various Incentives and Grants and proposed recommendations to create, retain, modify and remove them. Staff support the direction to develop incentives programs under the categories:

- Affordable Housing;
- Brownfield Remediation;
- Employment; and
- Public realm.

However, we are of the opinion that the current incentives and grants are working very well. The City has experienced significant redevelopment and investment as a result of the implementation of the various Community Improvement Plans (CIP) and Development Charge Incentives in place. They are helping the City transition to a more socially, environmentally and economic sustainable community in line with the Principles of Smart Growth. Staff note that these Incentives and Grants offered by both the City and Region are part of the toolbox of planning tools we have available to create sustainable planning outcomes. We do not want to see an abandonment of these tools as we need to retain a multi-pronged approach to planning our communities.

Staff support the concept of trying to promote more affordable/rental housing but the Region's approach seems to be doing this at the expense of the Brownfield, SNIP incentives, and various other programs. Rather than eliminate programs, this may be an opportunity to do more. In addition to the benefits associated with affordable/rental housing, the SNIP is one of the most popular incentive programs that the City provides as it allows small businesses to make improvements to their buildings that would otherwise have been outside of their financial abilities. Given the extreme adversities small businesses have faced due to the pandemic, it does not seem like now is the time to be taking away any financial incentives that would help them improve their buildings or facades. Lastly, City Staff question how the Region is focusing on Brownfields and Employment when in actual fact they are defocusing by reducing support and veering away from program objectives for these two priority areas.

ATTACHMENTS:

Appendix I - Niagara Region Incentive Review – Regional Council
Information Session

Appendix I

Niagara Region Incentive Review

Local Area Municipalities

June 24, 2021

Incentive Review Catalysts and Goals

Increased Programs



Increased Cost



New Business Models



Incentive Review Goals

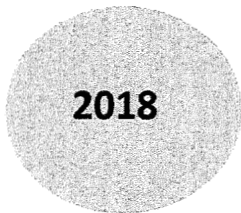
- Align with Regional priorities and responsibilities
- Address current and future needs
- Provide meaningful and measurable results
- Be sustainable, clear and accountable

Regional Incentive Review

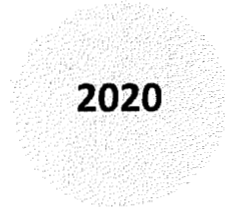
- Review Endorsed
- Incentive Program Audits

- Meeting and survey for Local Municipal staff
- Regional staff work on program alignment

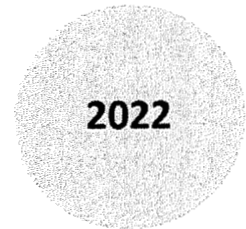
- **Implementation of aligned incentive programs**
- **Finalize Regional DC By-law**



2019



2021



- Council establishes four incentive Priority Areas
- Engagement with Local Municipal staff

- Resident and Stakeholder survey and webinar
- **Local Municipal staff engagement**
- **Recommendation report Regional Council**
- **Information sessions on aligned programs**

Four Priority Areas



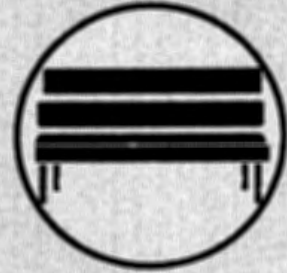
**Affordable
Housing**



Employment



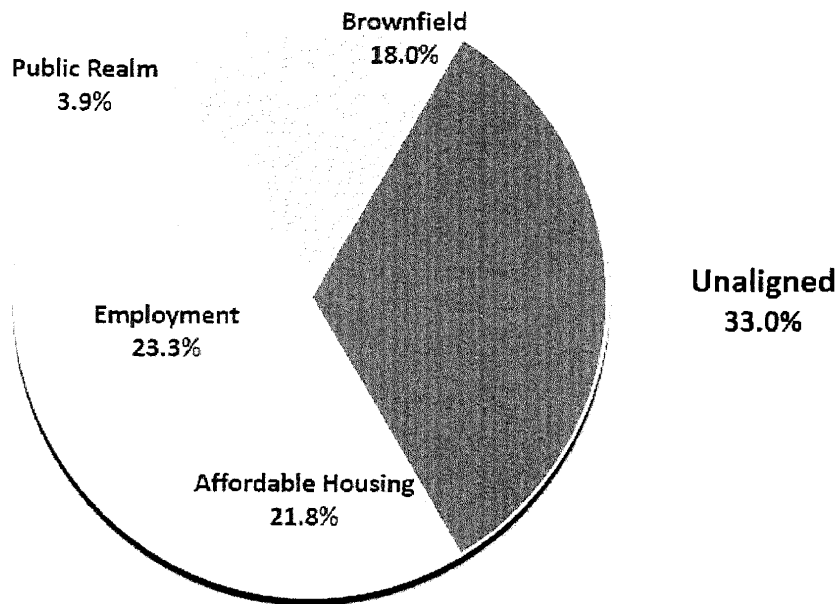
**Brownfield
Remediation**



Public Realm

Funding

2021 Incentive Budget (\$14M)



- Funding from expiring commitments will be repurposed over time to Priority Areas
- Future investment will be guided by:
 - Program performance over time
 - Key variables such as pandemic recovery, housing market, employment patterns
 - Provincial and federal funding

Affordable Housing



Over 26,000 households
in core housing need in
Niagara

Housing prices increased
26% in 2020, the largest
increase on record

Over 23,000 renters and
owners spend over 50% of
their income on housing

NRH waitlist for housing
for singles aged 16-54 is
7-18 years in Niagara

- ✓ Increase affordable and attainable rental supply
- ✓ Decrease NRH affordable housing wait times
- ✓ Maintain existing affordable housing stock

Affordable Housing

Encourage affordable and attainable rental housing



Program	Grant Type	Regional grant minimums/maximums	Key Parameters	Key Performance Indicators
Partnership Housing Program	Suite of Incentives (e.g., TIGs, DC grants/deferrals) for Affordable Housing Capital Development	Dependent on incentives accessed and annual budget	Scoring criteria for projects TBD, similar to CHMC funding criteria	Number of affordable units created Households removed from waitlist Amount of incentive per unit
Affordable and Supportive Housing RDC Deferral	Regional Development Charge Deferral	100% of Regional DCs deferred for eligible units	Deferral effective as long as units remain affordable	Number of affordable units created Households removed from waitlist Amount of incentive per unit
Non-Profit RDC-based Grant	Regional Development Charge Grant	Up to 100% of Regional DCs Annual budget (current \$150k)	Scoring criteria for projects TBD based on alignment with Regional priorities	Number of affordable units created Households removed from waitlist Amount of incentive per unit
Intensification RDC Grant	Regional Development Charge Grant	100% of Regional DCs granted for eligible projects	Includes interior and exterior secondary suites as defined by provincial DC Act	Number and type of rental units created (affordable, attainable)
Residential Rental Grant	Regional Project Grant	Maximum \$40k/unit for up to two units Annual budget	Must remain attainable rental units for a minimum of 10 years	Number and type of rental units created (affordable, attainable)
Small Building Rental Grant	Matching Project Grant (Local CIP)	Maximum matching grant of \$15k/unit for up to four units Annual budget	For rental units only	Number and type of rental units created (affordable, attainable)

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Affordable Housing



Encourage affordable home ownership and maintain existing affordable housing stock

Program	Grant Type	Regional grant minimums/maximums	Key Parameters	Key Performance Indicators
NRH Home Ownership Downpayment Assistance	Forgivable Loan	Up to 5% of downpayment Provincial funding	Must meet age, renter household, income and asset requirements	Number of affordable units purchased Households removed from waitlist Amount of incentive per unit
NRH Niagara Renovates Homeownership	Forgivable Loan	Up to \$22k for eligible projects and up to \$5k in accessibility renovations Provincial funding	Must meet certain income and ownership requirements	Number of affordable units maintained through repair, accessible accommodation Amount of incentive per unit
NRH Niagara Renovates Multi-residential	Forgivable Loan	Maximum \$10k/unit, maximum per building of \$25k-\$90k depending on number of units Provincial funding	Must have over two units, units must be at or below average market rent for 15 years	Number of affordable units maintained through repair, accessible accommodation Amount of incentive per unit
NRH Non-Profit and Co-op Capital Repair Costs	Forgivable Loan	Federal/provincial funding	Must have agreements with Housing Services Ranked on criteria including urgency, ability to fund	Number of affordable units maintained Amount of incentive per unit
NRH Housing Provider Capital Loan Program	Loan and Grant	Annual program budget	Must have agreements with Housing Services Must be non-profit or co-op Ranked on criteria including urgency, ability to fund	Number of affordable units maintained Amount of incentive per unit

Employment



Employment dropped about 15,000 and the labour force dropped by 10,000 in Niagara from 2016-20

Investment in industrial building construction experienced a significant decline of \$42.4 million or 40% from 2017-2020

Jobs in the targeted sectors are among the highest in economic impact in the Region

- ✓ Incentivize an average of 100 full time jobs per year in the next five years
- ✓ Attract five new businesses in the next five years
- ✓ Expand the range of employment TIGs while maintaining unique status of Gateway CIP

Employment

Attract jobs and businesses to Niagara



Program	Grant Type	Regional grant minimums/maximums	Key Parameters	Key Performance Indicators
Gateway CIP Tax Increment Grant	Tax Increment Grant (Local and Regional Gateway CIP)	Maximum 100% TIG for 10 years in Strategic Locations for Investment (five years outside SLIs)	Align Smart Growth criteria with industrial development in collaboration with Local Municipalities Review of Strategic Locations for Investment	Number of jobs created Amount of grant provided
Gateway CIP Regional DC Grant	Regional DC Grant (Local and Regional Gateway CIP)	Maximum \$1.5M per project	Local DC matching grant required	Number of jobs created Amount of grant provided
Niagara Business Attraction TIG	Tax Increment Grant (Local and Regional Gateway CIP)	Maximum of 75% of Gateway TIG calculation for five years	Local CIP grant required	Number of jobs created Number of Local Municipal matching programs
Employment Regional DC-based Grant	Regional Development Charge Grant	1-10 full time positions created = 50% of RDCs 11-20 full time positions created = 75% of RDCs 21+ full time positions created = 100% of RDCs	Eligible employment sectors are Manufacturing (NAICS 31-33) and Professional, Scientific and Technical Services (NAICS 54, with some exceptions)	Number of jobs created Employment sectors of new jobs
50% Industrial Expansion RDC Grant	Regional Development Charge Grant	100% of DCs on maximum of 50% of gross floor area prior to first enlargement	See maximum and minimums	Number of jobs created Square feet added

Brownfield Remediation

There are at least five brownfield sites in Niagara estimated to have \$15M or more in remediation costs

The majority of Niagara brownfield sites are in the urban area → remediation supports employment, intensification, housing, reduced GHG emissions

Just five key Niagara brownfield sites represent over 500 acres that could be remediated and redeveloped

- ✓ Generate an average increase of 10 times the original assessment value on brownfield properties
- ✓ Approve two Tier 1 BTIGs in the next five years
- ✓ Provide funding for remediation of at least 200 acres in the next five years

Brownfield

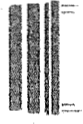


Clean up contaminated sites to prepare for development

Program	Grant Type	Regional grant minimums/maximums	Key Parameters	Key Performance Indicators
Brownfield TIG Tier 1: Select Sites	Tax Increment Grant (Local CIP)	80% or 100% with affordable housing 10 Years - fixed calculation Annual grant no greater than \$10M Minimum \$5M in remediation costs	For remediation costs only Eligible sites identified in collaboration with local municipalities	Acres remediated in urban area Affordable housing units created Number of jobs created Increase in assessment value
Brownfield TIG Tier 2	Tax Increment Grant (Local CIP)	60% or 80% with affordable housing 10 Years - Fixed calculation Annual grant no greater than \$1M Minimum \$250k in remediation costs	For remediation costs only	Acres remediated in urban area Affordable housing units created Number of jobs created Increase in assessment value
Brownfield Regional DC Deferral	Regional Development Charge Deferral	100% of RDCs may be deferred until occupancy permit issued or five years from signing of agreement, whichever is first	Project may stack with BTIG	Acres remediated in urban area Affordable housing units created Number of jobs created Increase in assessment value

182

Public Realm



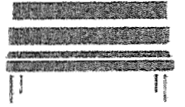
Provincial requirements to support walkable communities, active transportation, and promote universal accessibility

Lost opportunity costs without coordination on service delivery for major capital projects

Niagara has an estimated vegetative cover of 27%

- ✓ Improve public realm including road, bike paths, sidewalk, trails and accessibility amenities in an average of six projects annually
- ✓ Plant approximately 500 trees through PRIP in the next five years
- ✓ Achieve at least 10 of the following in the next five years: public plaza enhancements, placemaking and public art installations, gateway features

Public Realm



Improve accessibility, sustainability and attractiveness of public spaces on Regional roads in core areas

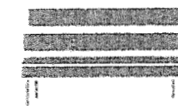
Program	Grant Type	Regional grant minimums/maximums	Key Parameters	Key Performance Indicators
Public Realm Investment Program	Regional Matching Grant to Local Area Municipality	Request \$25,000 - maximum \$150,000 per grant Annual program budget (current \$350K)	Within or directly adjacent to a Regional Road right-of-way and areas of significant Regional investment in urban and core areas	Kms of roads/trails created or improved Number of trees planted Accessibility components installed Amount of placemaking features and public art installed

Discontinued Regional Funding

- Smarter Niagara Incentive Program (SNIP): façade and building improvement, heritage restoration, planning grant
- Brownfield Tax Assistance Program
- Niagara Investment in Culture Program
- Waterfront Investment Program
- Heritage Tax Rebate Program
- Smart Growth Regional DC Program

Input and Collaboration

- Feedback form on proposed incentives
- Engagement with RDC bylaw
- Consultation on key program revisions
- Info sessions on newly aligned programs
- Coordination of CIPs, incentive programs
- Streamlined administration of Regional incentives
- Regional incentive program information online
- Shared program data, metrics and KPIs

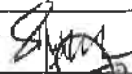

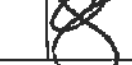


Thank you

Feedback forms by **July 8, 2021** to
marian.bannerman@niagararegion.ca

Questions?

COUNCIL
INFRASTRUCTURE SERVICES
ENGINEERING DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-66

REPORT ENG-2021-17
AUGUST 10, 2021

SUBJECT: 2021 ROAD REHABILITATION – PART 2

AUTHOR: ERIK METSA, C.E.T.
PROJECT MANAGER

APPROVING MANAGER: LIVIA MCEACHERN, P.ENG.
MANAGER OF ENGINEERING

APPROVING DIRECTOR: SHERRI-MARIE MILLAR, P.ENG.
DIRECTOR OF INFRASTRUCTURE SERVICES

RECOMMENDATIONS:

1. THAT THE COUNCIL OF THE CITY OF WELLAND accepts the tender of **Rankin Construction Inc.** in the amount of \$2,287,467.00 (plus HST) being the lowest of three (3) tenders received for the 2021 Road Rehabilitation - Part 2;
2. THAT Council directs staff to prepare the necessary by-law and documents to execute the project; and
3. THAT Council authorizes the Mayor and Clerk to execute all necessary documents to execute the project.

ORIGIN AND BACKGROUND:

Road rehabilitation is undertaken annually to maintain and improve the quality of existing roads within the City of Welland. The work will include the replacement of the existing asphalt surface, roadway subsurface and damaged curb or sidewalk, as well as the inclusion of new missing link sidewalk installations.

COMMENTS AND ANALYSIS:

Roads sections are selected each year using a risk-based approach, applying criteria such as pavement condition, state of underground utilities and maintenance history. Multiple proposed asset replacements have been coordinated for efficiency.

The following table summarizes the proposed scope of work for each street. The streets are illustrated on the attached key plan (see Appendix 1).

Street	From/To	Width (m)	Length (m)	Proposed Work Summary
Barrington Drive	Endicott Terrace to Aquador Drive	8.0	380	Full-width asphalt removal Full depth excavation (565mm) 100mm dia. subdrain Adjustment of appurtenances Full Curb Replacement Full Sidewalk Replacement 40mm HL3HS 75mm HL8HS 450mm of granular 'A' road base
Fairlawn Crescent	Endicott Terrace to Barrington Drive	8.0	200	Full-width asphalt removal Full depth excavation (565mm) 100mm dia. subdrain Adjustment of appurtenances Full Curb Replacement Full Sidewalk Replacement 40mm HL3HS 75mm HL8HS 450mm of granular 'A' road base
Walts Street	Clare Avenue to Walts Drive	8.0	720	Full-width asphalt removal Full depth excavation (565mm) 100mm dia. subdrain Adjustment of appurtenances Full Curb Replacement Full Sidewalk Replacement 40mm HL3HS 75mm HL8HS 450mm of granular 'A' road base
Glen Park Court	Glen Park Drive to North Limit	8.0	246	Full-width asphalt removal Full depth excavation (565mm) 100mm dia. subdrain Adjustment of appurtenances Full Curb Replacement Full Sidewalk Replacement 40mm HL3HS 75mm HL8HS 450mm of granular 'A' road base
Lisa Court	Loyalist Drive to South Limit	8.0	76	Full-width asphalt removal Full depth excavation (565mm) 100mm dia. subdrain Adjustment of appurtenances Curb Repairs Full Sidewalk Replacement 40mm HL3HS 75mm HL8HS 450mm of granular 'A' road base

The tender for the works was released on Tuesday July 13, 2021, for 2 weeks to Biddingo a major Canadian tendering website and was publicly advertised and listed with the Niagara Construction Association.

Three (3) tenders were received on closing day, Tuesday July 27, 2021. Submissions have been reviewed for accuracy and all have been found to be in compliance with City of Welland requirements and the provisions of the current Purchasing Policy.

The summary of all the tenders received, excluding taxes, is as shown in the following table:

Contractor Name & Address	Tender Price
Rankin Construction Inc. 222 Martindale Road, PO Box 1116 St. Catharines, ON L2R 7A3	\$2,287,467.00
Brennan Paving Limited 198 Welland Street Port Colborne, ON L3K 5V7	\$2,358,700.00
Walker Construction Ltd. 9101 Brown Road Niagara Falls, ON, L2H 0X1	\$2,439,231.00

Rankin Construction Inc. of St. Catharines, Ontario, the low bidder, is an established company in the Niagara Region, and has successfully completed similar work for the City. Staff at this time considers the firm's performance to be satisfactory in accordance with our specifications and standards and, therefore recommends that the firm be awarded the contract.

Work is expected to begin fall 2021 and continue for approximately four months until completion.

FINANCIAL CONSIDERATION:

Project costs and funding is summarized as follows:

Project Costs	Amount
2021 Road Rehabilitation – Part 2, Low Bid	\$2,287,467.00
Material Testing and Quality Control (2%)	\$45,749.34
Subtotal	\$2,333,216.34
City's Portion of HST (1.76%)	\$41,064.61
Total Anticipated Costs	\$2,374,280.95

Approved Funding	Amount*
Increase 2021 Road Resurfacing Capital Spending (10-320-21150)	\$4,650,000.00
Increase 2021 Sidewalk Additions / Replacements Capital Spending (10-316-21100)	\$950,000.00
Sidewalks – Condition Related Replacements (10-316-21102)	\$570,000.00

**Funding totals are based on available funding in each account. The funding has been allocated to multiple contracts.*

The tender price from the low bidder plus 2% for material testing and 1.76% for the City's portion of the HST is **\$2,374,280.95**. Funding for the project will be comprised from the accounts listed above. There is sufficient funding approved for this project.

SUPPORT OF ASSET MANAGEMENT PLAN:

The 2016 Addendum to the City of Welland Comprehensive Asset Management Plan identifies that "infrastructure expenditure needs are in excess of the available revenue". The analysis indicates that the funding gap is approximately \$20 million per year.

To mitigate this funding shortfall mitigation strategies were recommended, the following of which shall be implemented on this project:

- Apply rehabilitation techniques to extend the lifespan of assets.
- Issue debt for significant capital projects.

Road rehabilitation remains a high priority in the City's Asset Management Plan. Execution of this project aligns with this priority.

OTHER DEPARTMENT IMPLICATIONS:

Contract administration for tendering, agreement, and contract payments have been and will be kept in compliance with the agreed practices of the Finance, Clerks and Legal departments.

SUMMARY AND CONCLUSION:

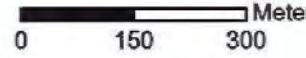
Staff recommends the award of the 2021 Road Rehabilitation – Part 2 contract to Rankin Construction Inc. at the tendered price of \$2,287,467.00 (plus HST).

ATTACHMENTS:

Appendix 1: 2021 Road Rehabilitation Part 2 – Key Plan



The Corporation of
The City of Welland



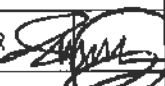
Legend

 Road Rehabilitation

2021 Road Rehabilitation Part 2 - Key Plan

The information contained in this map may represent unintended errors or distortions of fact and the City of Welland (the City) makes no representations or warranties, express or implied, as to the accuracy or completeness of the data and all information should be verified independently. This map is not a legal plan of survey. Depictions of property lines and other features are provided for schematic purposes and should be used for reference only. No part of these drawings, or information, or hard copies made from them may be reproduced and/or distributed without written permission from the City.

COUNCIL
INFRASTRUCTURE SERVICES
ENGINEERING DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-111

REPORT ENG-2021-18
AUGUST 10, 2021

SUBJECT: STORM EVENT - JULY 17, 2021

AUTHOR: SHERRI-MARIE MILLAR, P.ENG.
DIRECTOR OF INFRASTRUCTURE SERVICES

APPROVING DIRECTOR: SHERRI-MARIE MILLAR, P.ENG.
DIRECTOR OF INFRASTRUCTURE SERVICES

RECOMMENDATIONS:

1. THAT THE COUNCIL OF THE CITY OF WELLAND receives for information the report ENG 2021-18 Storm Event – July 17, 2021; and further
2. THAT Council directs staff to apply to the second intake of the Disaster Mitigation and Adaptation Fund (DMAF) for the small-scale project stream to include Dain City Storm Sewer Improvements; and
3. THAT Council directs staff to apply to the Investing in Canada Infrastructure Program – Green Stream Stage II to include a second watermain to Dain City for the provision of security of supply.

ORIGIN AND BACKGROUND:

Municipal stormwater drainage systems are comprised of two distinct but conjunctive drainage networks referred to as the minor and major system. The major and minor systems are closely interrelated, and their design needs to be done in tandem and in conjunction with the design of structural stormwater controls and the overall stormwater management concept and plan.

The minor drainage system is designed to accommodate stormwater from smaller, frequent rainfalls and consists of gutters, inlets, roadside ditches, swales and storm sewer systems which collect stormwater runoff and transport it to suitable outlets (i.e., waterways or stormwater management facility). Current practise is to design the minor system for a 5-year storm however much of Welland's storm network has been designed to accommodate only a 2-year storm.

The major system is designed for a less frequent storm up to the 100-yr level and generally involves overland flow relief through less obvious drainageways such as infrequent temporary ponding areas and roadways. The objective of the overland relief is to avoid flooding homes, buildings or other property.

Further to a rainfall warning issued by Environment Canada, southern Niagara was hit with a significant wet weather event on July 17th, 2021. The hardest hit area within the City of Welland was Ward 6. A total 108.7mm (4.3 inches) of precipitation fell in Dain City over a fourteen-hour period. In the final analysis, the event is characterized as a 50-year storm.

Additionally, and like many municipalities, Welland struggles with the challenges related to inflow and infiltration (I/I) of stormwater into the sanitary network. High volumes of I/I cause sanitary sewers to surcharge resulting in basement flooding and overflows to the environment. As illustrated on the attached plan, there were eighty-four flooding incidents reported across the City on July 17th, 2021, with a clear concentration within Ward 6. Fortunately, Regional and City forces were proactive with pumping efforts at both the Commercial Street and Dain City Sanitary Pump Station, thereby mitigating some of the negative impacts of the high volumes of I/I.

Residents who suffered a flooding loss or damage from the July 17th, 2021 storm event for which they believe the City and/or the Niagara Region may be responsible are encouraged to file a claim against the City and/or Region. Directions on how to submit a claim are detailed on the respective websites: <https://www.welland.ca/clerks/InsuranceClaim.asp> and <https://www.niagararegion.ca/government/departments/corp-services/procedure.aspx>. As of August 5th, 2021 the City has received twenty-four (24) storm related claims.

COMMENTS AND ANALYSIS:

Environment Canada has reported that in 2021, the City of Welland experienced almost twice as much rain as is normal for the month of July. The 152mm of rain recorded is largely attributed to the wet weather events of July 8th and 17th. Without those two storms, the recorded rainfall in July would have fallen short of the average 85mm typical for the month.

It is not technically or financially feasible to design stormwater infrastructure to accommodate the higher intensity, less frequent storm events. Nor is there a single solution to resolve basement and surface flooding. There are however measures that can be taken to reduce the negative impacts of these wet weather events on residents and the environment. On top of that list is reducing I/I into the sanitary network. This can be achieved by replacing old or deficient infrastructure including sewers, maintenance holes and sanitary laterals, disconnection of weeping tiles and roof leaders and by improving the stormwater network which serves to better collect and convey runoff to an appropriate outlet before it has a chance to enter the sanitary system. To that end, the City has initiated approximately \$48M of funded capital improvements since 2018, as summarized in Appendix 2. Included in these initiatives, is funding for the Sewage Water Alleviation Program (SWAP) which provides Welland residents with upwards of \$4,000.00 to assist with the installation of devices that provide basement flooding protection. Details of this important program can be found on the City's website: <https://www.welland.ca/Building/SWAP.asp>

In addition to the currently funded projects, staff is recommending a further \$18.8M in federal government funding applications for projects as described below.

Funding Opportunities:

Recently, the federal government launched a new intake for the Disaster Mitigation and Adaptation Fund (DMAF). Communities across Canada are invited to submit projects that will protect and strengthen their communities by increasing their resilience to the socio-economic, cultural and environmental impacts of natural hazards and extreme weather events, when considering current and potential future climate change impacts. Through DMAF, the Government of Canada is making sure Canadian communities are better able to withstand damage caused by climate change and extreme weather events. These investments help keep Canadians safe, protect local businesses, and support strong local economies.

DMAF offers a Large-Scale (\$20 million and above) and Small-Scale (\$1 million - \$20 million) project stream. Staff is recommending that the City of Welland submit an application for a small-scale project to support our I/I reduction efforts within Dain City. The Dain City Inflow & Infiltration Investigation and Remediation Action Plan (June 2021), prepared by GM BluePlan proposed three stages of stormwater capital works within Dain City. Improvements to the

collection and conveyance of stormwater to suitable outlets will by extension provide relief to the sanitary network during significant wet weather events. A successful funding application would accelerate the design and construction of over two kilometers of storm sewer additions, as well as associated drainage improvements within Dain City.

The Investing in Canada Infrastructure Program (ICIP) – Green Stream Intake 2021 is prioritizing drinking water projects that address critical health and safety issues associated with water infrastructure. Projects under this intake are subject to a \$5 million funding cap for total eligible costs. To improve the security of the supply, staff is recommending a second source of potable water into Dain City. A successful funding application would accelerate the design and construction of approximately 1.5km of new watermain along Canal Bank Street from north of Townline Tunnel Road that would complete a loop through Dain City ensuring system supply if the existing 400mm diameter AC trunk main was to fail.

FINANCIAL CONSIDERATION:

Staff will report back to the September 7, 2021 Council meeting with recommended funding sources for both Intake applications if direction is received from Council to proceed.

OTHER DEPARTMENT IMPLICATIONS:

Assistance from other departments as necessary to complete and submit the recommended funding applications.

SUMMARY AND CONCLUSION:

The July 17th, 2021 storm event was a significant wet weather event within southern Niagara that hit Ward 6 within Welland particularly hard with an intensity of a storm with a return frequency of 50 years.

In addition to struggling with the challenges of high inflows and infiltration (I/I) of stormwater into the sanitary sewer network, municipal storm infrastructure within Welland has historically been designed for 2-year storm events. The City of Welland received eighty-four (84) flooding complaints and as of August 5, twenty-four (24) claims for damages as a result of the July 17th, 2021 storm event.

It is neither technically nor financially feasible to construct infrastructure to accommodate 50-year storm events, however there are City wide improvements that can be implemented to reduce the risk of flooding during such events. There are approximately \$48M of funded capital projects and initiatives (since 2018) that are designed to reduce I/I and improve the collection and conveyance of stormwater throughout the City. Additionally, staff are recommending applying to the Disaster Mitigation and Adaptation Fund (DMAF) for \$13.8M to design and construct new storm sewers within Dain City as well as applying to the Investing in Canada Infrastructure Program (ICIP) – Green Stream for \$5M to design and construct a secondary trunk watermain to secure the supply of potable water to Dain City.

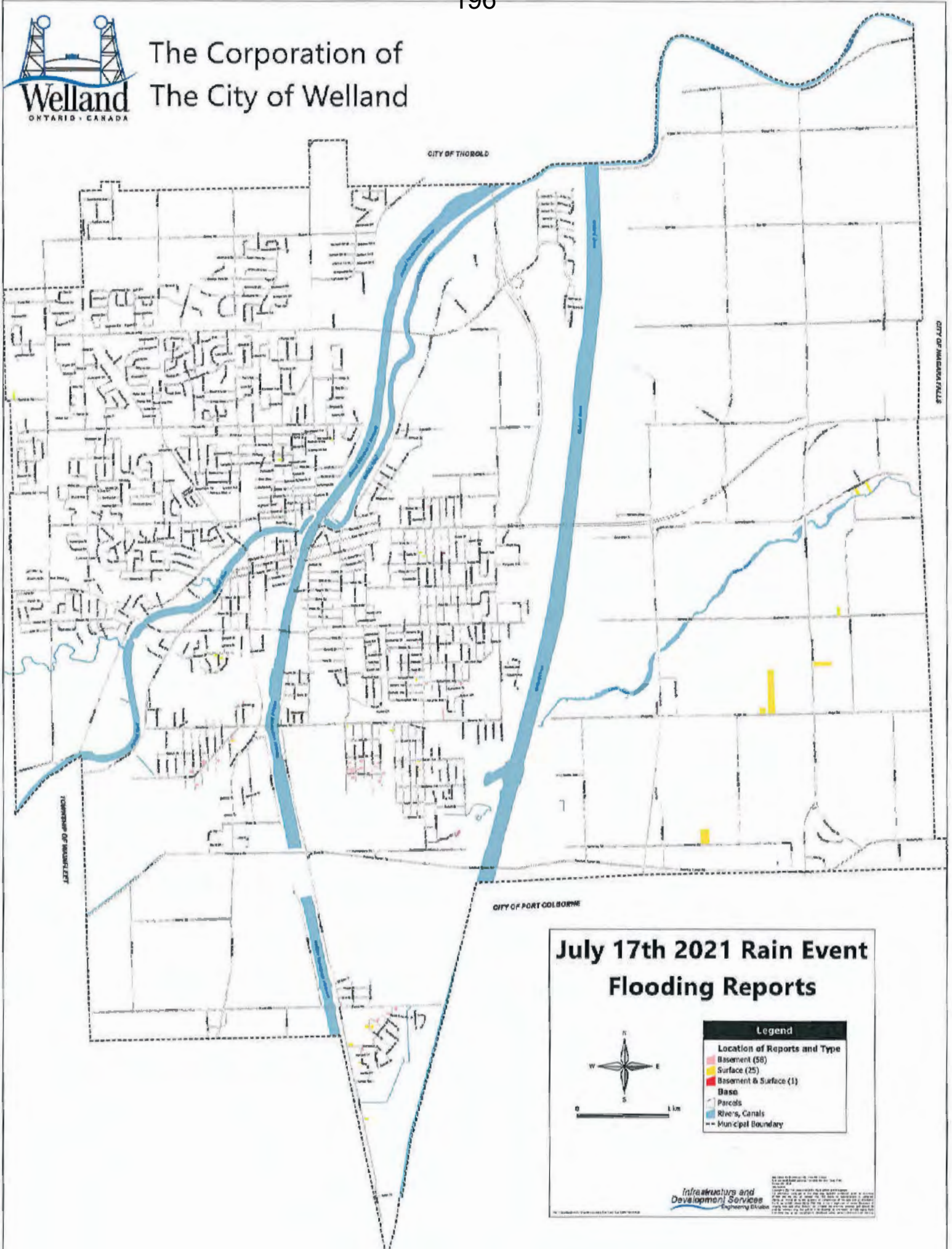
ATTACHMENTS:

Appendix 1 – Map of July 17th, 2021 Flooding Reports

Appendix 2 – Summary of Projects Designed to Mitigate Flooding



The Corporation of
The City of Welland



July 17th 2021 Rain Event Flooding Reports



Legend	
Location of Reports and Type	
■	Basement (58)
■	Surface (25)
■	Basement & Surface (1)
Base	
■	Parks
—	Rivers, Canals
—	Municipal Boundary

APPENDIX 2 – SUMMARY OF PROJECTS DESIGNED TO MITIGATE FLOODING

PROJECT	YEAR APPROVED	STATUS	APPROVED FUNDING
Inflow and Infiltration Reduction	Multiyear Program	Program is complete and CSO funding was approved and received. Program has developed into additional area specific I/I programs which are also eligible for Regional CSO funding.	\$400,000
Private Side Inflow and Infiltration Abatement and Private Side Disconnection Program (SWAP)	Multiyear Program	Program is ongoing and administered by the building department.	\$500,000
CSO & SSO Flow Monitoring and Reporting (Mandatory)	Combined Projects	Flow monitors are installed and reporting is being completed as required.	\$1,275,000
SWM Pond Sizing, Sizing Analysis, Risk Assessment and Rehabilitation/Cleaning Projects	Combined Projects	South Pelham SWM Pond Cleaning and Rehabilitation to be tendered August 2021, with construction Fall 2021.	\$1,000,000
Dain City Storm Sewer Study	2019	Study has been completed and recommendations have initiated additional instigative projects as well as remedial works to reduce I/I.	\$150,000
Colbeck Storm Culvert	2020	Construction anticipated for Fall 2021.	\$150,000
Ridge Road Storm Culvert	2020	Construction anticipated for Fall 2021.	\$150,000
David Street Area Storm Sewer Master Servicing Plan and Ditch Outlet Review & Storm Sewer Model	2019	Consultant has been retained and the development of the model has begun. National Disaster Mitigation Program funding has been secured for 50% of costs, at a \$150,000 upset limit.	\$62,000
	2020		\$200,000
	2021		\$150,000
West Main Area (Multiple Phases Proposed)	2019	First phase of construction (Mill Street, etc.) is close to completion and staff will seek necessary approvals. Construction anticipated 2021/2022. Regional cost sharing is proposed.	\$2,412,000
	2021		\$150,000
Broadway Area (Multiple Phases Proposed)	2020	Phase I design (construction of trunk sanitary sewer on Broadway) is close to completion and staff will seek necessary approvals. Construction anticipated 2021/2022.	\$1,431,210
	2021		\$2,650,000
Dain City I/I Reduction Program - Remedial Works	2021	Remedial works are underway, as well as additional investigative works.	\$500,000
Dain City Storm Channel Improvements	2021	Pre-design clearing and survey activities are underway.	\$750,000

PROJECT	YEAR APPROVED	STATUS	APPROVED FUNDING
River Road Box Culvert Crossing & Ditching	2021	Design is underway. Construction anticipated Fall 2021.	\$300,000
Margaret Street Sewer Separation	2021	Design is underway. Construction anticipated 2021/2022. Regional CSO funding has been approved.	\$850,000
Nye Avenue Sewer Separation	2021	Design is underway. Construction anticipated 2021/2022. Regional CSO funding has been approved.	\$700,000
Gadsby Avenue Sewer Separation	2021	Design is underway. Construction anticipated 2021/2022. Regional CSO funding has been approved.	\$550,000
Parkdale Place Sewer Separation	2021	Design is underway. Construction anticipated 2021/2022. Regional CSO funding has been approved.	\$750,000
Welland River Inflow Investigation & Installation of Check Valves	2021	City staff will review product recommendation and installation timelines with Regional staff.	\$100,000
Broadway Area Inflow / Infiltration Reduction	2021	Includes smoke testing, lateral CCTV, field investigation. Investigative works are underway.	\$150,000
Lincoln/Coventry Area Inflow / Infiltration Reduction	2021	Includes smoke testing, lateral CCTV, field investigation. Investigative works are underway.	\$150,000
<i>Dain City Storm Sewer Replacements (3 Stages)</i>	<i>Proposed</i>	<i>Project proposed to be funded in part through application to the Disaster Mitigation Adaptation Fund (DMAF)</i>	<i>\$13,800,000</i>
<i>Dain City Secondary Water Supply</i>	<i>Proposed</i>	<i>Project proposed to be funded in part through application to the Investing in Canada Infrastructure Program (ICIP) – Green Stream Intake 2021.</i>	<i>\$5,000,000</i>

SPECIAL COUNCIL
CORPORATE SERVICES
CLERKS DIVISION

APPROVALS
DIRECTOR
CFO
CAO

02-160

REPORT CLK-2021-19
AUGUST 10, 2021

SUBJECT: IN-PERSON AND HYBRID COUNCIL MEETINGS

AUTHORS: TARA STEPHENS, CITY CLERK

**APPROVING G.M.: STEVE ZORBAS, CPA, CMA, B.Comm, DPA,
 CAO / DIRECTOR OF CORPORATE SERVICES, CHIEF
 FINANCIAL OFFICER / TREASURER**

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives for information report CLK-2021-19: In-person and Hybrid Council Meetings.

ORIGIN AND BACKGROUND:

This report provides an overview of short and long term considerations for returning to in-person attendance at council meetings and continuing to permit electronic participation during the declared state of emergency for the COVID 19 pandemic.

A gradual transition to returning to in-person participation is as follows:

Short Term

- In order to ensure Members of Council and staff maintain the Public Health required 2 metres distance, in-person participating will be limited to the Mayor, four (4) Members of Council, CAO, City Clerk and two (2) members of the Corporate Leadership Team. The short term plan would be followed for the September 7, 2021 Council meeting.
- Electronic participation continues for other Members of Council, staff and the public.
- Staff to retain a vendor to manage installing barriers throughout the Council Chamber.

For members of council requesting to participate in-person, members will be required to email the City Clerk on the Friday prior to a Council meeting to identifying their desire to attend in-person. If the City Clerk receives a request from more than four (4) members of council, all the names will be placed in a hat, and the four (4) names will be pulled to attend the meeting in-person. Names will be pulled by the City Clerk and witnessed by

the Deputy City Clerk. A communication will be provided to those members of council who identified an interest to attend in-person.

Long Term

- Have barriers installed to allow for all members of council to return to the Council Chamber.
- Once all of council has returning to the Council Chamber, staff to consider the potential of allowing public attendance at future meetings.

If required, the city could return to fully electronic meetings at any point in the future is warranted based on Public Health requirements or other unforeseen future situations.

COMMENTS AND ANALYSIS:

On August 3, 2021, staff met with a Public Health Representative who conducted a review of the Council Chamber. The purpose of the review was to determine the number of council and staff that would be able to safely attend council meetings in-person until barriers had been installed.

Due to the close proximity of seating in the Council Chamber, it is Public Health's recommendation that members of council and staff attending in-person maintain the required two (2) metre between each other, until proper barriers had been installed. Included in "Appendix I" of this report is a layout of the Council Chambers with the hybrid model seating outlined.

Under current regulations, public attendance cannot be accommodated within Council Chambers as the current requirement to maintain two (2) metres between attendees limited the number of people that can be in the room.

This report considers meetings of Council (Special Council and General Committee), and Budget Review Committee. At this time advisory committees and other committees of council would continue under the current electronic format.

In the future, staff will be considering a transition plan for advisory committees and other committees of council when there is greater certainty about how COVID-19 will impact meeting requirements long term.

FINANCIAL CONSIDERATION:

The installation of barriers in the Council Chamber to be funded through the COVID-19 Account.

OTHER DEPARTMENT IMPLICATIONS:

None.

SUMMARY AND CONCLUSION:

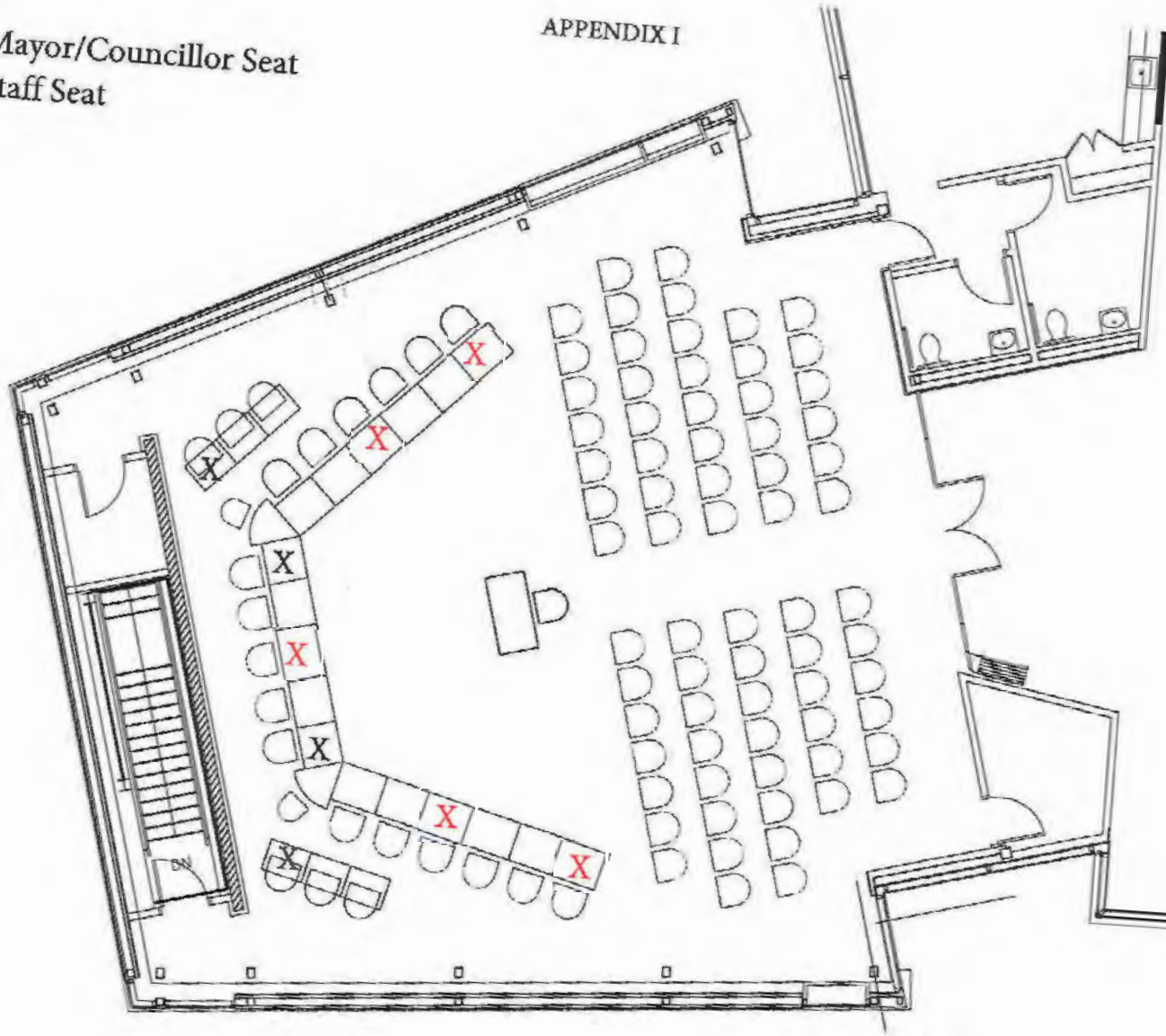
This report provides information on how the city can support continued electronic participation in council meetings and outlines a short-term a long-term solutions for supporting the hybrid meetings and gradual transition to in-person participation starting in September.

ATTACHMENT:


Appendix I – Council Chamber Layout – Hybrid Model

APPENDIX I

X - Mayor/Councillor Seat
X - Staff Seat



COUNCIL
PLANNING AND DEVELOPMENT SERVICES
TRAFFIC DIVISION

APPROVALS	
DIRECTOR	
CFO	
CAO	

21-22

REPORT TRAF-2021-38
AUGUST 10, 2021

SUBJECT: UPDATE TO TRAFFIC AND PARKING BY-LAW 89-2000

AUTHOR: MARK SLADE, TRAFFIC AND PARKING OPERATION TECHNICIAN

APPROVING MANAGER: MUHAMMAD ALI KHAN, M.A.Sc., P. ENG. MANAGER, TRAFFIC, PARKING & BY-LAWS

APPROVING DIRECTOR: GRANT MUNDAY, B.A.A., MCIP, RPP DIRECTOR PLANNING AND DEVELOPMENT SERVICES

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND approves **REPORT TRAF-2021-38** Update to Traffic and Parking By-law 89-2000; and further

THAT Welland City Council directs the City Clerk to amend Traffic and Parking By-law 89-2000 as follows:

ADD the following to Schedule "I" – MUNICIPAL/ PRIVATE PROPERTY:

SKETCH No.	LOCATION	COMMON NAME
No Sketch	242 First Avenue North	Wesley-Robins Retirement Village

ADD the following to Schedule "XVII" – PARKING LOTS

Lot #	Lot Name	Control	Rate	Time of Day	Maximum Stay
15	Maple Park Parking Lot (Designated Area)	Five (5) Monthly Permit	\$50.00	Monday to Sunday	24 Hours

DELETE the following from Schedule "V" – Parking Prohibitions (Specified places, with signs)

		COLUMN 3	COLUMN

COLUMN 1 HIGHWAY	COLUMN 2 SIDE	COLUMN 3		COLUMN 4 PERIOD (TIMES/DAYS)
		FROM	TO	
Elmview Street	North Side	36m west of Niagara Street	Edgar Street	Any Time

ADD the following to Schedule "V" – Parking Prohibitions (Specified places, with signs)

COLUMN 1 HIGHWAY	COLUMN 2 SIDE	COLUMN 3		COLUMN 4 PERIOD (TIMES/DAYS)
		FROM	TO	
Elmview Street	South Side	Niagara Street	Edgar Street	Any Time

ORIGIN AND BACKGROUND:

On this occasion, **SCHEDULE "I"**, **SCHEDULE "XVII"** and **SCHEDULE "V"** will be affected.

SCHEDULE "I" – Municipal/ Private Property

An amendment is required to include 242 First Avenue North to the City of Welland Municipal/ Private Property Schedule of By-law 89-2000:

This will allow Parking Enforcement Officers to enter onto private lands at the request of the property owner to issue a penalty notice and/ or remove unauthorized vehicles.

SCHEDULE "XVII" – Parking Lots

Maple Park is located at 512 South Pelham Road. An amendment is required to permit the sale of maximum five (5) monthly parking permits in this lot. Allowing the sale of monthly permits at a cost of \$50.00 per month will provide parking to property owners and tenants within the area. Permit will be on a first come first basis.

SCHEDULE "V" – PARKING PROHIBITIONS (SPECIFIED PLACES, WITH SIGNS)

A request from residents on Elmview Street between Niagara Street and Edgar Street was received with a supporting petition to have the parking restriction removed from the North side of the street to the South side. North side offers more parking to the residents.

COMMENTS AND ANALYSIS:

The proposed amendments to the Traffic and Parking By-law 89-2000 are necessary to define the traffic and parking regulations to a Municipal Lot within the City of Welland and to remove the "NO PARKING" restrictions on the North side and add the "NO PARKING" restrictions on the South side of Elmview Street between Niagara Street and Edgar Street.

FINANCIAL CONSIDERATION:

Sign installation will be absorbed by the operating budget. Subject to Council approval the anticipated revenue from permits in the Maple Park Parking Lot will be approximately \$3000.00 per year.

OTHER DEPARTMENT IMPLICATIONS:

Legal Services and the Clerks Department would be required to update the By-laws with the changes noted in this report.

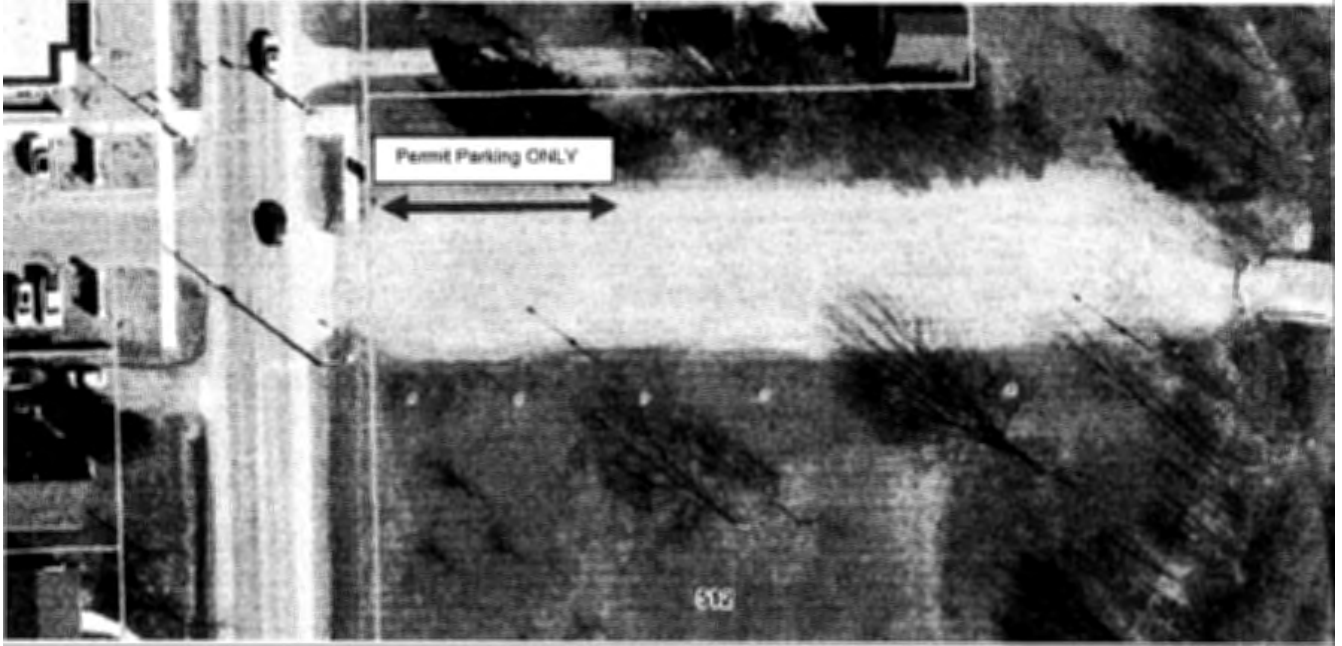
SUMMARY AND CONCLUSION:

To ensure the appropriate regulations and wording of By-law 89-2000, with on-site signage and enforcement operations, the Traffic and Parking Operations Division recommends the modifications as outlined in this report.

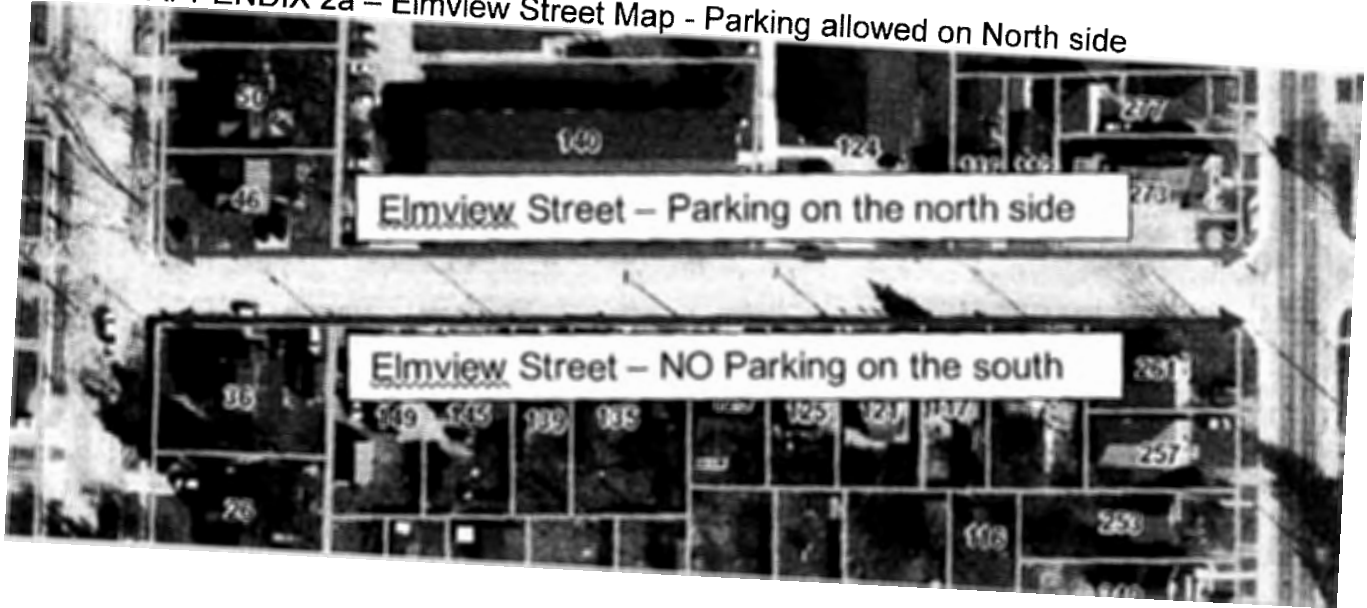
ATTACHMENTS:

- Appendix 1-- Maple Park Lot
- Appendix 2a-- Elmview Street Map
- 2b—Copy of Petition
- Appendix 3-- Authorization Letter (242 First Avenue North)

APPENDIX 1 – Maple Park Lot – Designated Permit Parking ONLY



APPENDIX 2a – Elmview Street Map - Parking allowed on North side



APPENDIX 2b – Petition

DATE	PRINT NAME	ADDRESS	PHONE NUMBER	SIGNATURE
1. June 13/21	Juanita Fidia	121 Elmview W		Juanita Fidia
2. June 21/21	Boubakar Olesca	116 Elmview		Boubakar Olesca
3. June 21/21	Brian Jacobson	46 Edgar St		Brian Jacobson
4. June 21/21	Tracy Beach	117 Elmview St		Tracy Beach
6. June 22/21	JASON TORJON	135 ELMVIEW ST		JASON TORJON
7. June 23/21	Chuck Walsh	107 ELMVIEW ST		Chuck Walsh
8. June 25/21	Rachael Smith	38 Glenview Ave		Rachael Smith
9. June 25/21	"owner of"	3936 Edgar and Glenview		"owner of"
10. June 28	MIKE KIRBY	125 ELMVIEW		MIKE KIRBY
11. June 28	Rob Kofers	112 Elmview		Rob Kofers
12. June 28	Kristi Delima-Montana	139 Elmview		See Email Confirmation (attached)
13. July 1/21	DARRIN WACHAR	149 ELMVIEW		DARRIN WACHAR
14. July 3/21	CYNTHIA FRADETTE	145 ELMVIEW		Cynthia Fradette
15. July 5/21	Mc Grow Re Property Inc	189 Elmview		Contact Ansh Sach See attached Email Confirmation



AUTHORIZATION LETTER
Parking Enforcement Unit as AGENTS

The Corporation of the City of Welland
60 East Main Street – City Hall
Welland, ON, L3B 3X4

July 12, 2021

Attention: James Cronshaw, MLEO(C), Senior By-law Enforcement Officer

**Re: Authorization for Private Property Tagging and/or Towing
242 First Avenue North, Welland, Ontario, L3C 7J2**

Wesley-Robins Retirement Village Inc. are agents for the owners of **242 First Avenue North, Welland, Ontario, L3C 7J2** and request the City of Welland to control unauthorized parking at the above noted address as per Traffic and Parking By-law 89-2000.

The following person(s) have been designated with signing privileges:

1. Sharon Noiles, Vice-President
2. Pat Worden, Secretary
3. Tom Bacolini, Treasurer

A copy of this letter and identification will be produced each time a Parking Enforcement Officer arrives to enforce the offence of "Park on Private Property without the owners consent" or "Park on Private Property in contravention of Traffic and Parking By-law 89-2000".

We understand that you require a "FORM 2" to be fully completed for each and every enforcement attendance by one of the above authorized person(s), who will call (905)735-1700 Ext. 2250 or 2113 for enforcement.

Signage is affixed to permanent post approximately 6' high and are located on both sides of each entrance/exit of the property. The signs indicate:

Private Property
Unauthorized vehicles will be
Tagged and/or towed
At owner's expense
City of Welland
By-law 89-2000


If further information is required, please call **Tom Bacolini** at (905) 736-8776.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tom Bacolini', written over a horizontal line.

Tom Bacolini, Treasurer

COUNCIL
OFFICE OF THE CAO
ECONOMIC DEVELOPMENT OFFICE

APPROVALS	
DIRECTOR	
CFO	
CAO	

04-152

REPORT EDO-2021-05
AUGUST 10, 2021

SUBJECT: AGREEMENT OF PURCHASE AND SALE FOR SURPLUS CITY OWNED LANDS MUNICIPALLY KNOWN AS 469 RICE ROAD (FORMER SOCCER CLUB LANDS)

AUTHOR: LINA DECHELLIS, MANAGER OF ECONOMIC DEVELOPMENT

APPROVING DIRECTOR: STEVE ZORBAS, CAO

RECOMMENDATIONS:

THAT THE COUNCIL OF THE CITY OF WELLAND accepts the offer to purchase 31.59 acres of City owned lands municipally known as 469 Rice Road; and further

THAT Welland City Council directs staff to prepare all the necessary documentation and by-laws relative to the transfer; and further

THAT the Mayor and City Clerk be authorized to execute all the necessary documents relative to the transfer; and further

THAT Welland City Council directs staff to transfer the proceeds of the sale into the YSP Sustainability Reserve.

ORIGIN AND BACKGROUND:

At its meeting of January 17, 2017 Council declared surplus to the City's needs lands municipally known as 469 Rice Road.

The City received an offer from Schout Corporation on October 16, 2017 to purchase 31.59 acres of lands municipally known as 469 Rice Road.

COMMENTS AND ANALYSIS:

Schout Corporation has made an offer to purchase 31.59 acres of city owned lands municipally known as 469 Rice Road, scheduled to close on October 20, 2021.

OTHER DEPARTMENT IMPLICATIONS:

Clerks and Legal Divisions are involved to complete the sale of the property.

FINANCIAL CONSIDERATION:

Proceeds of the sale will be transferred into the YSP Sustainability Reserve.

The YSP Sustainability reserve fund created September 3, 2019 as per FIN-2019- 19 was created to support and develop a long-term strategy to ensure that there will be no impact on the tax levy due to YSP deficits or capital requirements. The fund is interest bearing and will be also utilized to cash flow future YSP debt payments and future YSP capital projects beyond 2021.

SUMMARY AND CONCLUSION:

At their October 17, 2017, Committee of the Whole meeting Council directed staff to proceed with the Offer to Purchase from Schout Corporation for city-owned lands municipally known as 469 Rice Road.

ATTACHMENT:

Appendix 1 – Key Map

The Town of Pelham



AERIAL PHOTO


469 Rice Road



SUBJECT LANDS



*Infrastructure and
Development Services*
Planning Division

APPROVALS	
DIRECTOR	
CFO	
CAO	

18-87

COUNCIL
PLANNING AND DEVELOPMENT SERVICES

REPORT P&B-2021-43
AUGUST 10, 2021

SUBJECT: REGULATION OF CANNABIS PRODUCTION FACILITIES

AUTHOR: NICOLAS AIELLO
POLICY PLANNER

APPROVING MANAGER: RACHELLE LAROCQUE, BES, M.Sc., MCIP, RPP
MANAGER OF PLANNING

APPROVING DIRECTOR: GRANT MUNDAY, B.A.A., MCIP, RPP
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

RECOMMENDATION:

THAT THE COUNCIL OF THE CITY OF WELLAND receives Report P&B-2021-43 for information; and further,

THAT Welland City Council direct staff to commence the process of amending the City's Zoning By-law 2017-117 to further amend the provisions for Medical Marihuana Facilities now referred to as Cannabis Production Facilities; and further,

THAT Welland City Council direct staff to address Cannabis Production Facilities in the City's Official Plan Update, including but not limited, to policies regarding site plan control; and further,

THAT Welland City Council direct staff to commence the process of amending the City's Site Plan Control By-law 9973 to address Cannabis Production Facilities.

ORIGIN AND BACKGROUND:

On December 17, 2019, Welland City Council passed a notice of motion to enact an Interim Control By-law (ICB 2019-162) which would prohibit the use of land, buildings or structures for cannabis cultivation, production, and processing operations for a period of one (1) year. The motion also directed City staff to conduct a full review of the current Zoning By-law requirements as they related to

cannabis operation purposes and to ensure that the City's policies are in-line with current Provincial and Federal legislation and municipal best practices.

As per Section 38(1) of the Planning Act, as amended, municipalities are permitted to put a temporary freeze on new land uses while the municipality is studying or reviewing its policies. The freeze can be imposed for only a year, with a maximum extension of another year. On December 15, 2020, Council passed a By-law to extend ICB 2019-162 to December 17, 2021, to allow for a more comprehensive review to be undertaken.

The purpose of this report is to provide an overview of:

- Cannabis production in Canada;
- The City's current planning framework as it relates to Cannabis Growing Facilities;
- The policies used in other municipalities;
- Themes raised through public consultation;
- Possible options available for regulating Cannabis Production Facilities;
- Considerations that are required when contemplating making amendments to the City's current permissions and regulations;
- Recommendations for the City of Welland to address cannabis related uses in the City's planning documents

COMMENTS AND ANALYSIS:

In Canada, the commercial growth of cannabis is permitted by the Cannabis Act which came into effect in October, 2018. Currently, production of cannabis is addressed in Zoning By-law 2017-117 but only in the context of production for medical purposes. With the change in legislation, cannabis production is now permitted for commercial growth for both medical and recreational purposes, therefore requiring the need for City's current policies to be updated and expanded. That being said, Interim Control By-law (ICB) 2019-162 has since prohibited the uses associated cannabis cultivation, production and processing operations until December 17, 2021. Section 38(7) prohibits a new ICB on the same lands for three years after it lapses. As this ICB applied to all lands in the City, no new ICB's would be permitted on any property within Welland for this three year period. This is essentially a "cooling off" period as an ICB can essentially strip away development rights for a period of time and this can have negative economic impacts. Should the ICB expire before the municipality passes a new a zoning by-law amendment, the zoning provisions in place prior to the implementation of the ICB will automatically come back into effect.

Cannabis Production in Canada and Ontario

The Cannabis Act establishes rules and standards pertaining to the production of legal cannabis products. The primary regulations under the Cannabis Act, specifically regarding land use and development, include the issuing of cultivation and production licenses to producers, physical security measures required for

Cannabis Production Facilities, packaging standards, and good production practices. There are a number of licenses that can be applied for under the Act including Cultivation, Processing, Analytical Testing, Sale, Research, and Cannabis Drug License as seen in Figure 1.

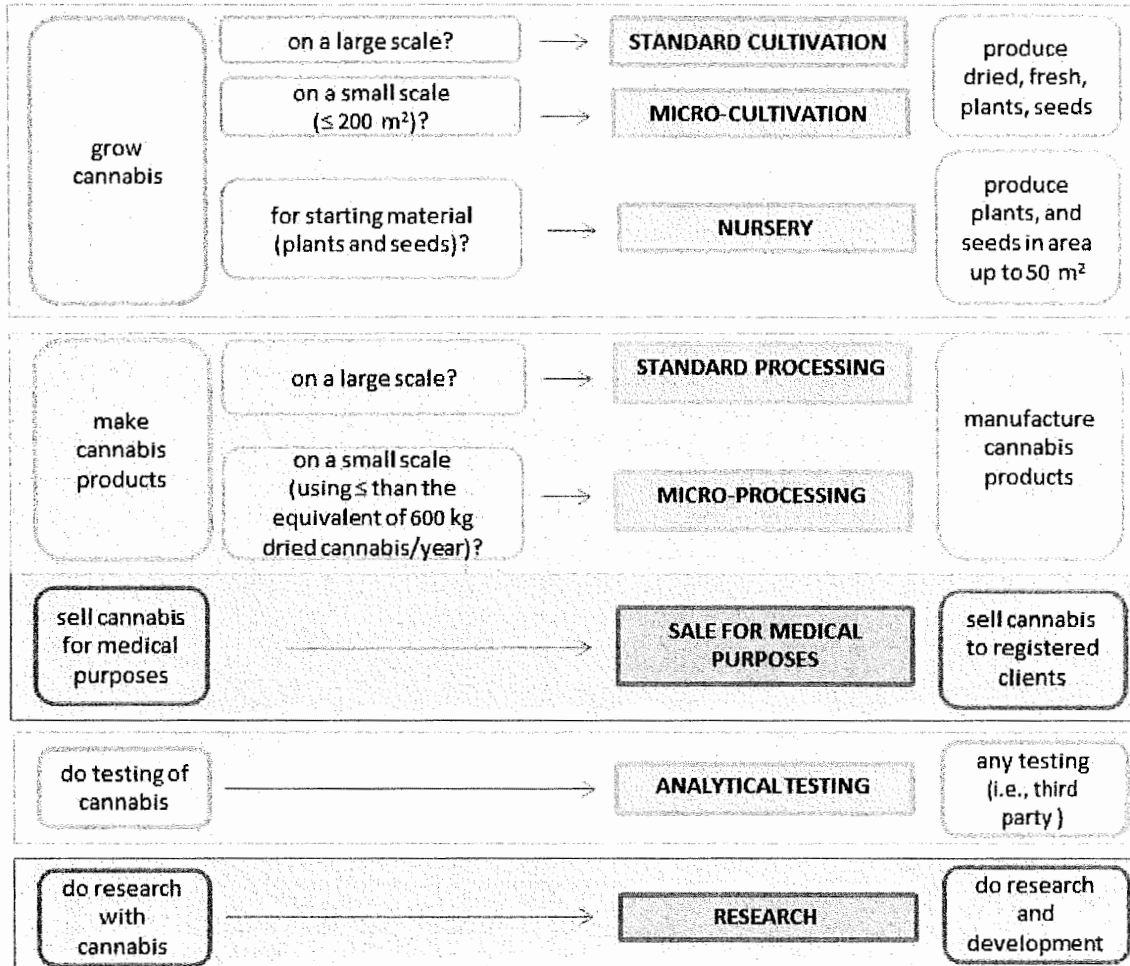


Figure 1: Cannabis Licensing Application Guide

Licence applicants are required to provide Health Canada with proof of having provided written notice to their local municipality, fire authority, and police force of their intention to become a licensed producer prior to being licensed. A licence holder must also notify the local municipality if the licence is granted, suspended, revoked, reinstated or amended. In addition, applications to Health Canada require a range of information including company details, site ownership, key personnel and specific facility and operating requirements. As it applies to site and land use regulations, the application requires information regarding site details, physical security and good production practice measures.

A Good Production Practices Report based on the Good Production Practices Guide for Cannabis must be submitted as part of the licencing application process that clearly demonstrates how requirements relating to the following will be met:

- Storage
- Building

- Air Filtration and Ventilation Systems
- Water Supply
- Lighting

In regards to security measures, producers with standard licenses are required to design their site in order to prevent unauthorized access. This includes constructing a defined perimeter which contains all operational and storage areas. The perimeter may take the form of the exterior walls of the facility, a fence, or other means. The perimeter must be monitored by a visual recording device capable of recording any unauthorized access attempt. The entrance and exits to the growth area must also be monitored by a visual recording device and operation and storage areas must have an intrusion and movement detection systems. For growing areas, intrusion into but not movement within needs to be monitored. The security measures for micro-cultivation, micro processing and nurseries are somewhat less stringent, requiring only physical barriers to the site and storage areas.

One key requirement is the installation of air filtration devices throughout facilities to prevent the escape of odours caused by cultivation and production. This requirement applies to any building where cannabis is produced, packaged, labelled and stored and applies to both standard cultivation and micro-cultivation. There are no specific technical requirements for the form or type of air filtration system; the guide simply requires implementation of a system that successfully blocks the escape of odours. However, it is not clear what is considered an appropriate level of odour mitigation and what constitutes a “strong odour”.

The Cannabis Act also permits licenses issued under the previous Access to Cannabis for Medical Purposes Regulations (ACMPR) to continue. The ACMPR allows individuals or designated growers to register to produce a specific amount of cannabis for their own medical purposes as prescribed by their health care practitioner, referred to as “designated medical growth”. Production is allowed both indoors and outdoors at the registered person’s place of residence, land owned by the registered person or land owned by another with authorization from the owner. An individual may grow for medical purposes for up to two people, either themselves or one other person or for two other people. Medical growth for up to four people can occur in one location, if two people who are designated to grow for others pair up and grow in one co-location.

Under the Act, the personal growth of cannabis is also allowed with a permission of up to 4 plants per dwelling.

The sale of recreational cannabis to the public is regulated at the Provincial level. The privately-run authorized dealers in Ontario are licensed by the Alcohol and Gaming Commission of Ontario (AGCO). The City of Welland has chosen to allow retail sales of recreational cannabis within the City at the beginning of 2019.

Consultation

To gain a better understanding of thoughts surrounding the cannabis production land use in Welland, staff created a Your Channel page which is the City's public Consultation Platform. A comment board has been active on the Your Channel Page since May 5 to allow stakeholders to provide feedback on the topic. A total of 27 individuals submitted comments to the platform in addition to the comments delivered to staff through email (See Appendix 2). To date 263 individuals are aware of the Cannabis Your Channel page.

An Open House was held on June 3, 2021. Those opposed detailed concerns regarding the associated odour, setback distances, enforcement, hoop houses and permits to grow through ACMPR. Some individuals also mentioned that they would not be as concerned with facilities if the nuisances associated with potential odour could be mitigated. Some solutions were proposed such as technical and monitoring requirements by the facilities and the potential need for a nuisance by-law.

Following Council's decision regarding this report, staff will begin formulating draft policy as well as host a Public Information Meeting to outline the proposed policy regarding the Cannabis Production Land Use, giving the public and stakeholders a further opportunity share their comments and viewpoints. Staff will consider the findings gathered from the Public Information Meeting and incorporate the information into the draft policy, where applicable. Preceding a final report and approval of draft policies, a Statutory Public Meeting regarding the Zoning By-law Amendment will then be hosted as per the requirements of the Planning Act.

Current Planning Policies**Zoning By-law**

In the Urban Area of the City, a Medical Marihuana Processing Facility (MMPF) is a permitted use in the L1 – Light Industrial Zone, the G1 – General Industrial Zone, and the GEC – Gateway Economic Centre Zone. In these zones, an MMPF is subject to the following additional restrictions in Zoning By-law 2017-117:

- a) Must be in a wholly enclosed building.
- b) Outdoor storage is not permitted
- c) Loading spaces must be in a wholly enclosed building.
- d) Lot must be 70.0 metres from:
 - i) A Residential use or Zone;
 - ii) An institutional use or Zone; and/or
 - iii) A day nursery use or Zone that permits a day nursery.

Outside the Urban Area of the City, an MMPF is a permitted use in the A1 – Agricultural Zone and the RE – Rural Employment Zone. An MMPF in these zones is subject to the following requirements:

- Front Yard Setback = 10m
- Side Yard Setback = 15m
- Rear Yard Setback = 15m

Maximum Height = 11m

Maximum Lot Coverage = 25%

Minimum Landscaping Requirement = 3m landscaping strip along front lot line.

Official Plan and Site Plan Control

Cannabis production is currently not directly addressed in the City's Official Plan, however is indirectly addressed as agricultural production or a farm operation in the Agricultural Land Use and Rural Employment Land Use. In regards to the site plan control process in the Official Plan, the entire City is under site plan control, however agricultural uses are exempt. Therefore, cannabis operations in Agricultural Zones would not be subject to site plan control.

Considering Zoning Provisions

Minimum Separation Distance

One of the most common methods of mitigating land use concerns is the establishment of setbacks from sensitive land uses. Because federal and provincial legislation and regulations do not provide for the governing of setbacks from sensitive land uses from Cannabis Production Facilities, municipalities are left to establish their own. This approach is evidenced throughout the Province where the most common setbacks imposed by municipalities are as low as 70 metres and as high as 300 metres. The most prevalent of all separation distances is 150 metres. Additionally, the setbacks for facilities with no air treatment control system in place were commonly set at 300 metres. Table 1 details what the setbacks from sensitive land uses are for other Niagara and Ontario municipalities.

Table 1. Minimum Setbacks to Sensitive Land Uses or Zones

Municipality	Setback Requirement
Port Colborne	150m
Niagara on the Lake (Under Appeal)	600m
Lincoln	300m
Pelham (Under Appeal)	Outdoor Uses - 300m
Niagara Falls	Recommending 150m
Halton Hills	150m
Norfolk County	- From sensitive zones for facilities in Industrial zones with Air Treatment Control – 70m - From sensitive zones and uses for facilities in Agricultural and Industrial zones with Air Treatment Control – 150m - Facilities containing No Air Treatment Control – 300m
Haldimand County	150m - Setbacks increase based on building size 300m – No Air Treatment Control

Requiring separation distances from facilities that may cause nuisance impacts is not unusual. There is already a precedent for the establishment of setbacks from sensitive uses for odour reasons in agricultural areas in the form of the Minimum Distance Separation (MDS) guidelines established by the Province. The MDS guidelines are intended to provide the minimum distance separation between proposed new non-agricultural development and any existing livestock barns, manure storages and/or anaerobic digesters (MDS1) and provide the minimum distance separation between proposed new, expanding or remodeled livestock barns, manure storages and/or anaerobic digesters and existing or approved development (MDS2) and non-agricultural uses. While the MDS guidelines do not apply to cannabis, they are an example of where normal farm practices can be restricted due to concerns for odours and therefore not contravene Section 6 (1) of the Farming and Food Production Protection Act stating that *no municipal by-law applies to restrict a normal farm practice carried on as part of an agricultural operation.*

While the MECP does not provide specific guidance on separation distances for cannabis or agricultural uses in general, the province publishes the D-6 Guideline: Compatibility between Industrial Facilities and Sensitive Land Uses. These Guidelines identify three classes of Industrial facilities; Class I, Class II and Class III based on the size of the facility and its potential for fugitive emissions of noise, odour, dust and/or vibration.

- Class I facilities have a minimum recommended separation distance of 20 metres and have an “Infrequent and not intense” odour.
- Class II facilities have a minimum recommended separation distance of 70 metres and have “frequent and occasionally intense” odour.
- Class III facilities have a minimum recommended separation of 300 metres and may have “persistent and/or intense” odour.

Notwithstanding the above information, any setback being imposed by the municipality cannot be so large as to prohibit the use and contravene the Cannabis Act. The City must also have a reasonable justification for its imposition. To demonstrate the impact of setbacks, staff have prepared a series of maps approximating lands available for development if setbacks of 70 metres and 150 metres were imposed. The illustrations are included as Appendix 1 to this report. Sensitive land uses identified in the maps include:

- Areas zoned Residential (including Rural Residential) or with a residential use
- Areas zoned Institutional or with an institutional use
- Areas zoned Commercial

The figures demonstrate that the implementation of a separation distance may be an effective mechanism to mitigate nuisance effects in certain areas. Because this was a desktop analysis, it may not have captured every sensitive use. It is simply

meant to illustrate how a policy and/or zoning requirement could be used to ensure a new cannabis use is not introduced in proximity to a sensitive use and the extent that a separation requirement would apply in the municipality. As illustrated, the 150 metre setback would only permit the cannabis production land use in a few locations within the City. Anything greater than 150 metres would virtually eliminate the possibility of a Cannabis Production Facility from being accommodated in Agricultural Zones and most Industrial Zones.

Indoor and Outdoor Cultivation

The Cannabis Act and regulations allows for both indoor and outdoor cultivation of cannabis, any other uses under the Act such as processing and packaging are not permitted outdoors. There are currently odour reduction requirements for indoor cultivation, however, it is not possible to control odour from outdoor cultivation in the same manner.

While the Cannabis Act does not explicitly prescribe a role for municipalities, guidance provided by Health Canada is clear that local by-laws, including zoning by-laws, apply to Cannabis Production Facilities. The majority of Ontario municipalities permit the indoor cultivation of cannabis within their zoning by-laws, in agricultural, employment or industrial zones. Only some of the municipalities reviewed specifically allow for the outdoor cultivation of cannabis. Some municipalities have directly referenced in their policy that outdoor cultivation is prohibited or only indoor cultivation is permitted.

Table 2. Indoor or Outdoor Cultivation Requirement

Municipality	
Port Colborne	- Indoor cultivation permitted - Outdoor cultivation permitted outside urban boundary
Niagara on the Lake (Under Appeal)	- Only indoor cultivation permitted
Lincoln	- Indoor cultivation permitted - No reference of outdoor cultivation
Pelham (Under Appeal)	- Indoor cultivation permitted - Outdoor cultivation referenced but not permitted in any zones
Niagara Falls	- Recommending permitting indoor cultivation - Recommending prohibiting outdoor cultivation
Halton Hills	- Indoor cultivation permitted - Outdoor cultivation permitted
Norfolk County	- Indoor cultivation permitted - No reference of outdoor cultivation
Haldimand County	- Indoor cultivation permitted - No reference of outdoor cultivation

Other Zoning Considerations

Other common provisions of zoning by-laws used by municipalities can be seen in the list below. However, Health Canada already reviews the site plans and layouts of proposed facilities to ensure compliance with the Act and Regulations with respect to many of these provisions and therefore may not be necessary to apply.

- Security requirements such as fencing
- Enclosed loading area requirements
- Parking Provisions
- Outdoor Storage Restrictions
- Signage restrictions
- Air filtration requirements
- Subjecting cannabis facilities to site plan control
- Restriction on residential uses or dwelling units located on the same lot as a cannabis facility

Considering Site Plan Control

As touched on earlier, cannabis facilities are already subject to site plan control in industrial and employment zones however not in agricultural zones. In order to require site plan control for Cannabis Production Facilities, the provisions of the Site Plan Control By-law could be amended to additionally specify that any cannabis related use is subject to site plan control. Requiring cannabis facilities to fall under this process would allow the City more control in ensuring sites are designed in a way that mitigate impact and nuisance based on standards specific to the City. Through this planning tool, the City can implement a technical component to regulating this land use by requiring studies in relation to but not limited to air quality/odour control, environmental impacts, traffic, and lighting. Further, through the site plan process, the City can enter into a site plan agreement with the proponent of the proposed land use, providing a mechanism for the City to enforce the mitigation efforts and take action if the mitigation requirements outlined in the agreement are not honored.

The Town of Pelham requires a number of studies to support the establishment of indoor Cannabis Production Facilities including an Emission Summary and Dispersion Modelling (ESDM) Report that is in accordance with the Ministry of Environment, Conservation & Parks guidance. The Town also requires a Contingency Odour Mitigation Plan that considers additional air filtration systems or other mitigation measures for use in the event of substantiated future complaints after the use has been established, a Light Mitigation Plan, a Contingency Light Pollution Mitigation Plan, and Traffic Impact Study.

The Ministry of Environment, Conservation & Parks is also proposing a new Land Use Compatibility Guideline and Odour Guideline which will provide guidance on how industrial facilities, development proponents and other members of the regulated community can anticipate, prevent, and address odour issues. The draft policy currently provides information for several studies and plans including an Odour Best Management Practices Plan (BMPP), Odour Technology

Benchmarking Reports (OTBR), and Odour Minimization/Mitigation Plan. Should this proposed provincial guidance pass, the City will look at how it can apply to the site plan control process.

Nuisance By-Law

Some Municipalities such as the Town of Pelham, Town of Leamington, Town of Lincoln, City of Hamilton and Town of Kingsville have implemented nuisance by-laws in relation to Cannabis Production Facilities and other Odorous Industries. Some have created standalone By-laws while others have amended their existing Public Nuisance By-laws to address the perceived nuisances associated with cannabis production. Offences under these By-laws are dealt with under an Administrative Monetary Penalty System (AMPS).

Most municipalities such as the Town of Kingsville provide enforcement based on complaints. The Town of Pelham provides enforcement based on technical parameters with a nasal ranger device that measures odour strength, however this method to date has not been readily used by other Ontario municipalities and requires further review. Implementing a By-law that prohibits or regulates cannabis odour presents certain challenges when considered against the federal government's legal cannabis framework. In 2018, Leamington Council passed By-law 35-18 to regulate matters related to cannabis. The enforceability of that by-law was challenged and is to be heard in the Superior Court of Justice in September, 2021. Municipalities in Ontario, including the City of Windsor and Town of Georgian Bluffs, are deferring decisions on cannabis by-laws until a decision on the Leamington by-law has been given.

In addition, Leamington and the Town of Kingsville both passed light abatement by-laws to address concerns related to light pollution. The Leamington Light Abatement By-law 79-20 was appealed to the Normal Farm Practices Protection Board by two businesses impacted by the by-law. They are seeking a ruling on whether greenhouse lights are considered normal farm practice. The hearings for the appeals were held on June 7, 2021 and the ruling has not yet been posted.

Recommendations

Staff are recommending the use of several planning tools for regulating the land uses related to cannabis production. The below proposed policy changes include land use restrictions and technical requirements to mitigate the associated nuisances with these facilities. The following policies will be used to regulate any form of licensed facility regulated by the Cannabis Act and any other facility that is permitted to produce more than four cannabis plants. Therefore all forms of production including those permitted under Access to Cannabis for Medical Purposes Regulations (ACMPR) known as designated medical growth will fall under this policy. Upon review, several municipalities have identified a notable sum of complaints associated with designated medical growth with more than one registration stationed at a single location. Health Canada can allow for up to four registrations per site between two designated growers leading to potential for odour concerns.

Zoning By-law Amendment

As mentioned earlier, Health Canada states that local by-laws, including zoning by-laws, apply to Cannabis Production Facilities that fall within the Cannabis Act. Therefore, staff are recommending that an amendment be made to the City's Zoning By-law to further address Cannabis Production Facilities. The proposed changes are explained below.

The amendment would include updating the definition for Medical Marijuana Production Facilities to Cannabis Production Facilities and updating it to apply to all licensed facilities under the Cannabis Act and any type of use permitted to grow more than four cannabis plants. Facilities would be permitted in both Agricultural and Industrial/Employment Zones. More specifically the Agricultural (A1), Rural Employment (RE), Light Industrial (L1), General Industrial (G1), and Gateway Economic (GEC) Zones.

As mentioned in previous sections, outdoor and indoor cultivation is permitted by the Cannabis Act however the Act does not specify odour controls for outdoor uses as it does for indoor uses. There is also little information available for mitigating odours associated with outdoor uses therefore it is recommended that outdoor cultivation not be permitted at this time in both Agricultural and Industrial Zones. Similarly, many other Ontario municipalities do not permit outdoor cultivation as well.

Conversely, staff recommend permitting indoor uses associated with cannabis production in Agricultural and Industrial Zones with the following provisions:

- The minimum building and structure setback from the property lot lines must be a minimum of 15 metres
- Must be in a wholly enclosed building
- Outdoor storage is not permitted
- Loading spaces must be in a wholly enclosed building
- Must be equipped with an Air Treatment Control System
- A building or structure used for security purposes may be located in the front yard and does not have to comply with the required minimum front yard setback
- A Cannabis Production Facility will be prohibited on any lot containing a dwelling
- A Cannabis Production Facility will be subject to site plan control pursuant to Section 41 of the Planning Act;
- Maximum lot coverage of 25% in Agricultural Zones
- Minimum 3 metre landscaping strip along front lot line

In addition to the above provisions, staff are recommending a 150 metre separation distance from sensitive land uses such as a residential use or zone, institutional

use or zone, and a commercial zone. This is illustrated in Appendix 1. The distance would be determined from the property line of the sensitive land use to the closest building or structure associated with a Cannabis Production Facility with the exception of a security building.

Staff have determined the appropriate distance by the provincial D6 Guideline: Compatibility between Industrial Facilities and Sensitive Land Uses. Cannabis Production Facilities in Welland would be in greater conformance to a Class II Facility under the Guideline and is defined to emit *frequent and occasionally intense* odours and require a 70 metre setback which is currently what is permitted in the City's Zoning By-law. That being said, based on further review of other municipalities, a 150 metre separation distance was most commonly used for facilities that were equipped with Air-Treatment Control Systems thus allowing for a greater buffer should odours occur. The setback requirements associated with a Class III Facility under the guideline is determined to be not required as *persistent and/or intense* odours is unlikely given that only indoor production is proposed, air treatment control is mandatory, and the use would not be exempt from site plan control to mitigate or eliminate potential nuisances.

Furthermore, any distance greater than a 150 metre setback virtually eliminates the possibility of a Cannabis Production Facility from being accommodated in Agricultural Zones and most Industrial Zones as seen in the map in Appendix 1; consequently, any greater distance may frustrate the purposes of the Cannabis Act and be vulnerable to being declared invalid.

Official Plan and Site Plan Control Updates

Staff are also recommending to directly address the cannabis production land use as part of the City's Official Plan Review and Update. Cannabis Production Facilities would be directly referenced in the Industrial and Agricultural land use designations and incorporate provisions that relate to what is being recommended in the City's zoning. In addition, the policies in the Official Plan relating to site plan control and the Site Plan Control By-law would be updated to specify that the cannabis production land use including licensed facilities and designated medical growth, are not exempt from site plan control and that the process may require submission of studies relating to matters such as, but not limited to, air quality control/odour, environmental impacts, traffic, lighting. The Official Plan Review has already commenced and is slated to be completed mid next year.

Proposed Changes

The below table outlines the current requirements compared to the proposed requirements for Cannabis Production Facilities in the City of Welland.

Planning Tool	Policy	Current Requirements	Proposed Requirements
Zoning By-law	Scope	<ul style="list-style-type: none"> Producers under the Medical Marihuana Purposes Regulations (MMPR), SOR/2013- 	<ul style="list-style-type: none"> Licensed facilities – commercial cannabis production which

		119, made under the Controlled Drugs and Substances Act	<p>requires a licence from Health Canada</p> <ul style="list-style-type: none"> • Designated Growth for Medical Purposes under the ACMPR • All other Cannabis Production that permits the growth of more than four cannabis plants
	Minimum Separation Distance from Sensitive Land Use – Industrial Zones	<ul style="list-style-type: none"> • 70m 	<ul style="list-style-type: none"> • 150m
	Minimum Separation Distance from Sensitive Land Use – Agricultural Zones	<ul style="list-style-type: none"> • 0m 	<ul style="list-style-type: none"> • 150m
	Lot requirements – Industrial Zones (L1, G1, GEC)	<p>Required Setbacks</p> <ul style="list-style-type: none"> • Front Yard Setback – 6m • Side Yard Setback – 0m • Rear Yard Setback – 3m 	<p>Required Setbacks</p> <ul style="list-style-type: none"> • Front Yard Setback – 15m • Side Yard Setback – 15m • Rear Yard Setback – 15m <p>*Front yard setback does not apply to security buildings.</p>
	Lot requirements – Agricultural Zones	<p>Required Setbacks</p> <ul style="list-style-type: none"> • Front Yard Setback = 10m • Side Yard Setback = 15m • Rear Yard Setback = 15m <p>Lot Coverage</p>	<p>Required Setbacks</p> <ul style="list-style-type: none"> • Front Yard Setback = 15m • Side Yard Setback = 15m • Rear Yard Setback = 15m <p>Lot Coverage</p>

		<ul style="list-style-type: none"> • Maximum Lot Coverage = 25% • 3m planting strip along front lot line 	<ul style="list-style-type: none"> • Maximum Lot Coverage = 25% • 3m planting strip along front lot line
	Building Requirements	<ul style="list-style-type: none"> • Air Treatment Control System Not required • Must be wholly enclosed 	<ul style="list-style-type: none"> • Air Treatment Control System Required • Must be wholly enclosed
	Located on lot with a dwelling	No reference	Not Permitted
	Outdoor Storage	Not Permitted	Not Permitted
Official Plan	Employment Area Land Use Policy	Not directly addressed	Address cannabis production land use to permit and specify that indoor cultivation is permitted
	Agricultural Area Land Use Policy	Not directly addressed	Address cannabis production land use to permit and specify that indoor cultivation is permitted
	Site Plan Control Policy	Subject to site plan control in industrial and employment zones however not in agricultural zones	Directly specify that cannabis cultivation and its related uses are not exempt from site plan control and that the process may require submission of studies relating to matters such as, but not limited to, air quality control, environmental impacts, traffic, lighting.
Site Plan Control By-law	Site Plan Control By-law	Subject to site plan control in industrial and employment zones however not in agricultural zones	Updated to require that any cannabis related use, be subject to site plan control. Allows City to enter into a Site Plan Control Agreement.

FINANCIAL CONSIDERATION:

There are no financial impacts associated with this report.

OTHER DEPARTMENT IMPLICATIONS:

Other City Divisions will be involved in this process including By-laws, and Economic Development

SUMMARY AND CONCLUSION:

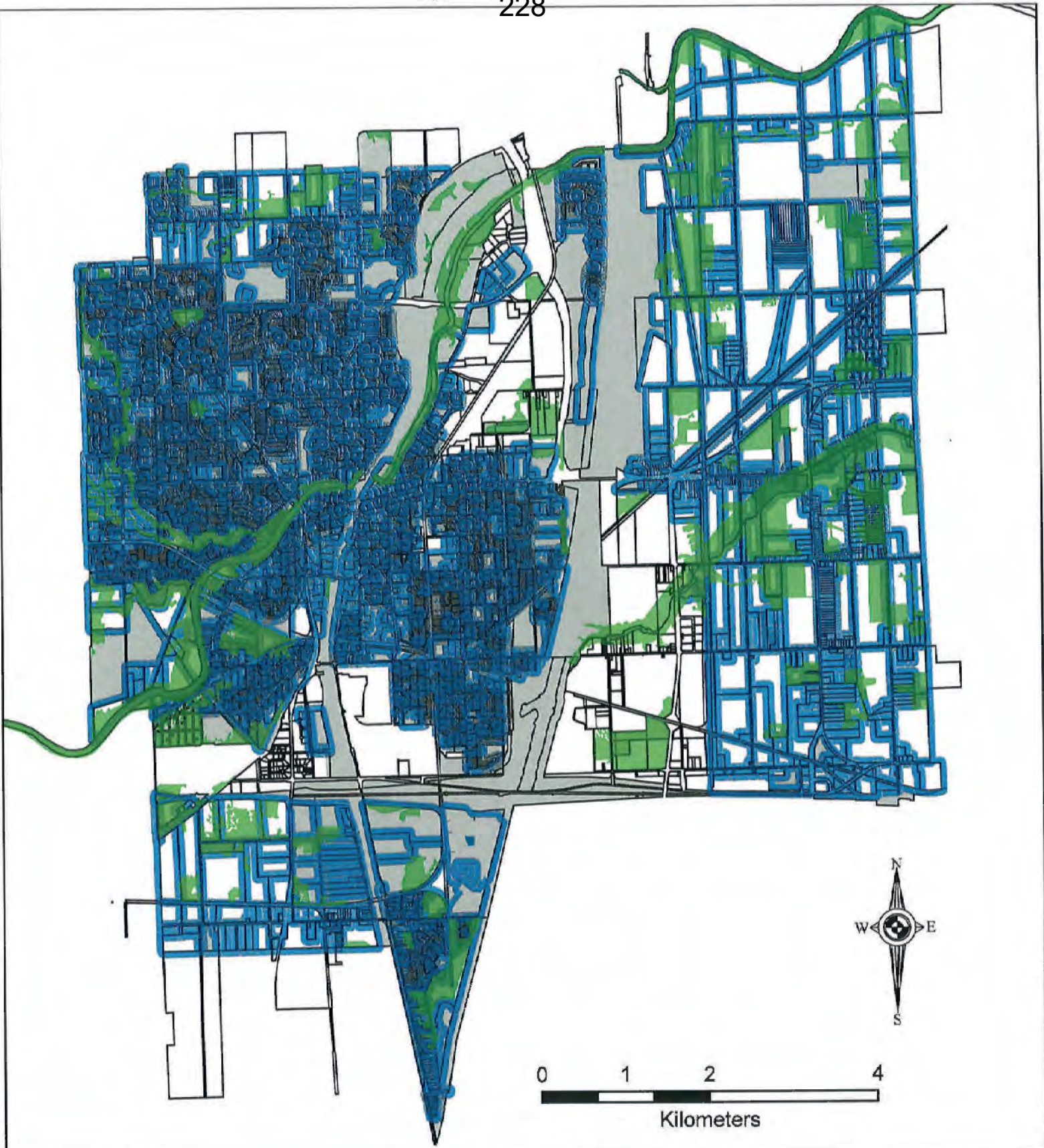
Staff have been working on Council's approved motion for staff to conduct a full review of the current Zoning By-law requirements as they related to cannabis operation purposes and to ensure that the City's policies are in-line with current Provincial and Federal legislation and municipal best practices. To date staff have carried out a land use review and examined the opportunities for the City of Welland to regulate land use related to commercial growth, processing, analyzing and medical sales of cannabis permitted under the Cannabis Act including the Access to Cannabis for Medical Purposes Regulations (ACMPR). Staff have also initiated public consultation using the City's online public consultation platform and hosted a public information meeting.

Staff are recommending that City Council direct staff to commence the process of amending the City's Zoning By-law 2017-117 to further amend the provisions for Medical Marihuana Facilities now referred to as Cannabis Production Facilities. The Zoning By-law Amendment would incorporate provisions for Cannabis Production Facilities in Industrial and Agricultural Zones which include but is not limited to an increased 150 metre setback from sensitive land uses, a requirement for Air Treatment Control technology, and increased lot line setbacks. It is also recommended that Council direct staff to commence the process of amending the City's Site Plan Control By-law 9973 to address Cannabis Production Facilities. Furthermore, the cannabis production land use will be addressed as part of the City's Official Plan Update including but not limited to policies regarding site plan control.

Should Council approve staff's recommendations regarding this report, staff will begin formulating a draft Zoning By-law Amendment as this will be a priority due to approaching expiration of the ICB. The process will involve another Public Information Meeting regarding the draft policy and a Statutory Public Meeting as per the requirements of the Planning Act followed by a final report to council and approval of draft policies.

ATTACHMENTS:

- Appendix I - Setback Mapping
- Appendix II - Public Engagement Reports

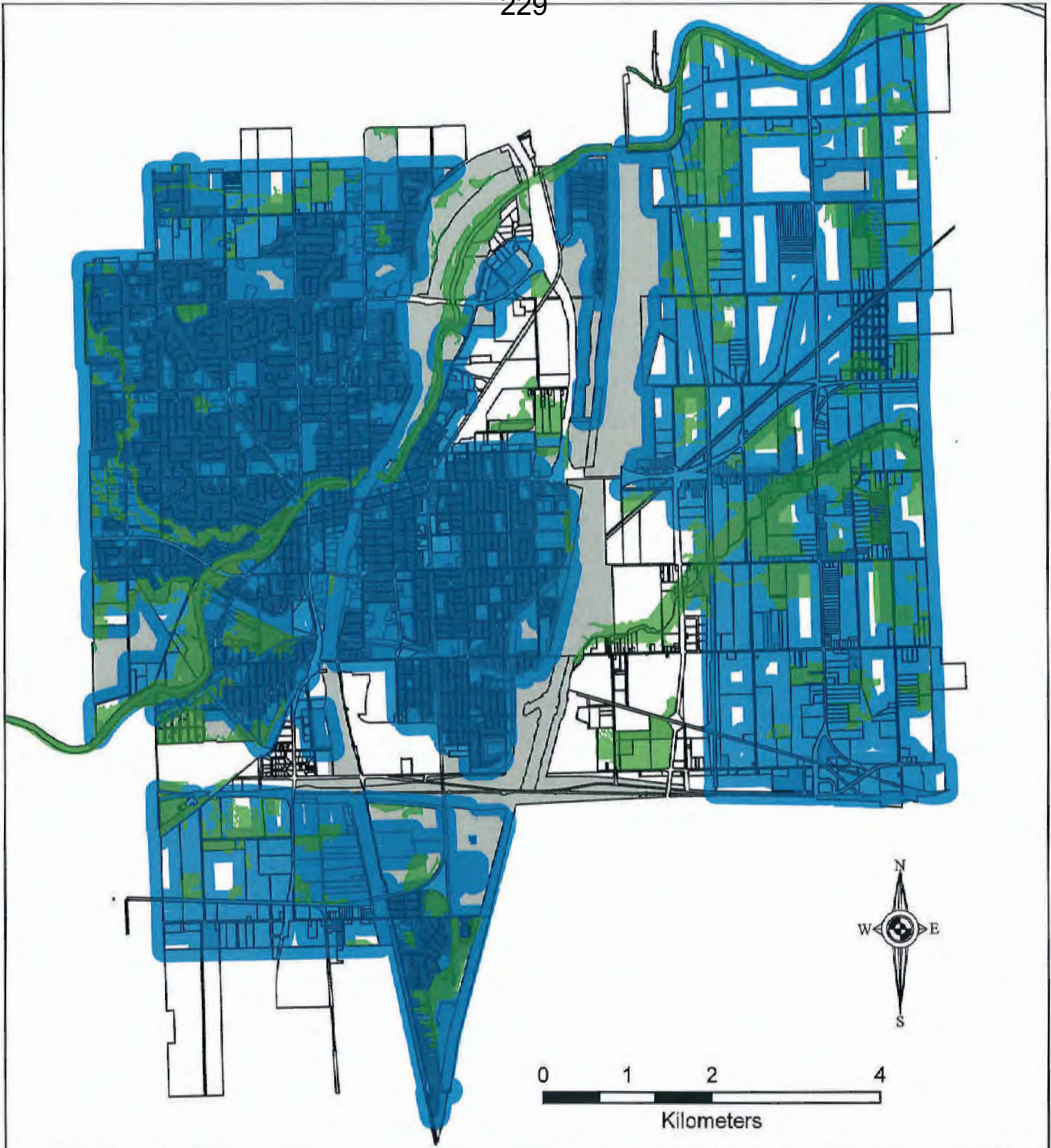


Regulation of Cannabis 70 Metre Buffer

-  Property Parcels
-  70 metre Cannabis Buffer
-  Non Permitted Zones
-  Core Natural Heritage



Development &
Building Services
Planning Division



Regulation of Cannabis 150 Metre Buffer

- Property Parcels
- 150 metre Cannabis Buffer
- Non Permitted Zones
- Core Natural Heritage



*Development &
Building Services*
Planning Division

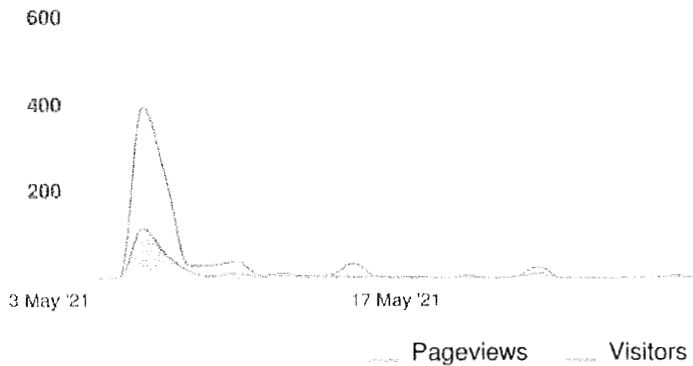
Project Report

03 May 2021 - 29 May 2021

YourChannel Welland Cannabis Production Land Use Review



Visitors Summary

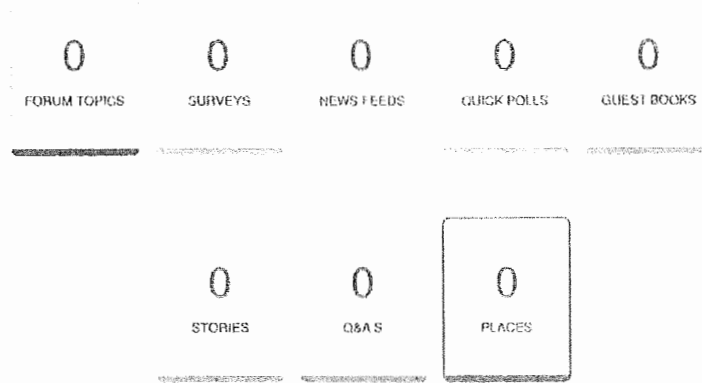


Highlights

TOTAL VISITS	324	MAX VISITORS PER DAY	114
NEW REGISTRATIONS	9	ENGAGED VISITORS	29
		INFORMED VISITORS	139
		AWARE VISITORS	239

Aware Participants		Engaged Participants			
239		29			
Aware Actions Performed	Participants	Engaged Actions Performed			
		Registered	Unverified	Anonymous	
Visited a Project or Tool Page	239				
Informed Participants	139	Contributed on Forums	0	0	0
Informed Actions Performed	Participants	Participated in Surveys	0	0	0
Viewed a video	0	Contributed to Newsfeeds	0	0	0
Viewed a photo	0	Participated in Quick Polls	0	0	0
Downloaded a document	11	Posted on Guestbooks	0	0	0
Visited the Key Dates page	9	Contributed to Stories	0	0	0
Visited an FAQ list Page	0	Asked Questions	0	0	0
Visited Instagram Page	0	Placed Pins on Places	0	0	0
Visited Multiple Project Pages	109	Contributed to Ideas	29	0	0
Contributed to a tool (engaged)	29				

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Ideas	Thoughts and Idea Board	Published	88	29	0	0




INFORMATION WIDGET SUMMARY



Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Key Dates	Key Date	9	11
Document	Medical Marihuana - Interim Control By-law.pdf	4	4
Document	City of Welland - Industrial and Agricultural-Rural Zoning.pdf	4	4
Document	Cannabis Act (S.C. 2018, c. 16)	3	3
Document	Medical Marihuana - Interim Control By-law extension.pdf	3	3
Document	Cannabis Production Land Use Review Public Open House Slides.pdf	0	0

IDEAS

Thoughts and Idea Board

Visitors 	Contributors 	CONTRIBUTIONS 
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05 May 21

Sciller11

VOTES

4

UNVOTES

0

Unpleasant smell

I think this will reduce the value of any homes that will be down wind or near any facility. I personally would never purchase a home near one. Permitting such a facility on the outskirts, northeast or east of town to be considered.

05 May 21

E Ugolini

VOTES

6

UNVOTES

0

The smell that comes from the greenhouses needs to be vented, filtered differently than it is now.

Fumes, smell are horrible

05 May 21

RebeccaEaton

VOTES

3

UNVOTES

0

Absolutely Not!!

For those of us who get migraine headaches from the smell it would be atrocious. There are areas in Pelham I avoid because of the production allowed there. Welland should focus on being a city for well to do, working class, family orientated people. Instead of promoting this how about Welland do something with the the NRPS to clean up the many drug houses in Welland and get them out of our residential zones. Furthermore let's have Welland focus on cleaning up the criminal porch pirates who rob from hard working people. If you want to attract people to Welland this is where you need to start.

05 May 21

Cvk

VOTES

3

UNVOTES

0

Foul Smelling and Security Issues

These greenhouses and production facilities are very foul smelling, so new air filtration would need to be designed to keep the smell from escaping. There are also potential security issues if these facilities are moved within city limits because of what the product is.

IDEAS

Thoughts and Idea Board

05 May 21

WellandResSM

VOTES	UNVOTES
3	0

Consideration for Residents has to be the top priority!

Many in Welland are impacted by the Pelham site. Many times a day and night you have to go inside because of the heavy stench. We cannot have our windows open at night. Even with windows closed the smell seeps into the house, you get into your car and all you can smell is cannabis, children waiting for school buses in the early morning subject to the heavy smell. When the growing operation opens their vents this smell can travel many kilometers but for those closer it is extremely bothersome and concerning. Health Canada does not care at all so our town must look after its taxpayers. Regulations for proper filtering, containment, venting must be put in place before any new facilities are allowed as well as processes to ensure those regulations are followed and if they are not the proper fines applied.

05 May 21

pbryan3

VOTES	UNVOTES
4	0

We don't need more cannabis production facilities.

In the Niagara Peninsula, we are seeing more and more agricultural land being turned into growing facilities for cannabis. If we are going to erect more greenhouses then they should be for the production of food, not recreational drugs.

05 May 21

bbiller

VOTES	UNVOTES
6	0

NO MORE!!!

Sick and tired of the skunk like smell wafting all over the city. Disgusting and ruins outdoor enjoyment of properties.

05 May 21

Barbarapc

VOTES	UNVOTES
1	0

Prohibit Cannabis Production in Welland Permanently!

Unlike food, wine and ornamental horticulture production, there is absolutely nothing to recommend in the production of cannabis for anyone who has the misfortune of being anywhere near one of these production centres. They are filthy. Both the light and air pollution are vile. There are no positives for the citizens of Welland in permitting our land to be used in the production of cannabis.

05 May 21

Mario Fifthfret

VOTES	UNVOTES
1	0

Absolutely no cannabis in Welland area!!

Very against any cannabis growing or other cannabis activity in Welland or surrounding area!!!!

05 May 21

Lbryan9

VOTES	UNVOTES
1	0

Cannabis growing ties up land that we need to restore to food production, more important for all, not so me, as land is lost to development.

We all need food. We don't all need cannabis.

IDEAS

Thoughts and Idea Board

04 May 21

MikeS

VOTES	UNVOTES
1	0

Welland can either get in front of production or try to catch up, it's here to stay let's give it a chance here in Welland.

Welland has lots of land available for production, the wine industry has been a leader for so many years , funny no one complains of the fertilizer sprayed continuously there, let's get in front of this huge opportunity it already here anyway and it's going to stay, let's get our community employed rather than our children having to move away for employment. There are an abundance of other businesses that develop as a result of these horticulture buildings let's take this huge employment opportunity and make it grow along with the Cannabis industry, out with the old thinking in with the new , Welland can use as many employment opportunities as can come to our wonderful city . Let's be a leader in the industry if not someone else will capitalize as our city can only offer stores vs manufacturing in this new day and age , btw if it was a wine producer or beer producer there is always a smell however technology is finding ways to tone it down now if only some of the farmers at certain times can learn the same. Other areas would welcome this with open arms..as there's is taxes and employment opportunities in numerous levels.

05 May 21

WellandResSR

VOTES	UNVOTES
2	0

How can business's be allowed to pollute the air I breathe?

I understand that these greenhouses can be built such that there is no smell as the discharged air is scrubbed clean. Let's start by forcing the existing greenhouses to install this technology? And NEVER allow new installations without this technology.

05 May 21

RougeNoir

VOTES	UNVOTES
2	0

You need to find a way to keep the smell out of the air. We should all be able to enjoy fresh air and not the horrid stench of cannabis.

05 May 21

CVE

VOTES	UNVOTES
1	0

No...Don't do it!

Residents did not buy and build in the country on what now are close to million dollar properties, to smell marijuana 24/7. In addition, they pay huge taxes for very little service(s). Don't anger the masses that elected you because voters remember. Make the decision that is best for the community and let them live "smell" free!

05 May 21

MySay

VOTES	UNVOTES
0	0

Why would Welland consider angering the residents by doing this? Haven't we learned enough by the Pe lham facility which we can smell BYW! NO

Absolutely Not....No!

IDEAS

Thoughts and Idea Board

06 May 21

tanshaw

VOTES

1

UNVOTES

0

Customer Complaints

We are a long established business in Welland since 1980. My customers are complaining about the stench from across the street. Why have my concerns not been addressed? If our store was producing a chemical or any other smell that wafted all over the area, I wonder if the city would ignore complaints from all my neighbors like they have with all our complaints against this production facility? Why is it that because it's cannabis, they let it go?

06 May 21

sgtspeed

VOTES

0

UNVOTES

0

The problem is the smell, there is lots of land in Welland, we have a dump that smells with no complaints, find a like spot for this use.

06 May 21

James A

VOTES

0

UNVOTES

0

Welland Council take heed: block the profit seeking promoters of a cannabis development before irreversible damage is done to your community

07 May 21

fz7m0d

VOTES

0

UNVOTES

0

If the odors that emanate from these types of operations can't be eliminated, they don't belong anywhere within miles of residential areas.

07 May 21

lynn

VOTES

1

UNVOTES

0

I understand the need for Welland to diversify their portfolio, but haven't we learned from other municipalities?

The factory that processed the green bin waste on Rusholme was outside of the residential area, but still several complaints due to smell and ultimately closure. Keep it out of Welland.

08 May 21

Symone50

VOTES

0

UNVOTES

0

Absolutely not

There's plenty of evidence from other municipalities. The stench is horrible. Do you really want that in the air when we host a portion of the Canada games, rowing etc. It would be embarrassing. Stores I have no problem with. But growers and the consequences of it doesn't seem to fit with what the City has been trying to do in the last 10 years. It won't produce more jobs. A lot of it automatic and what about the increase of crime? A whole slew of issues.

IDEAS

Thoughts and Idea Board

09 May 21

lmdbeaudoin

VOTES

0

UNVOTES

0

Something has to be done about the smell. It's horrible. There has to be something that can be done about this.

10 May 21

bjasmine

VOTES

0

UNVOTES

0

I'm all for it, provided that any grow near residences has very strong odor control.

17 May 21

Lindave

VOTES

0

UNVOTES

0

These facilities create harsh odor. Therefore they need to be in industrial areas ONLY and at least 5 km. away from any residential space.

22 May 21

Kellie

VOTES

0

UNVOTES

0

The smell from grow-ops for Marijuana is foul and should be bylaws in place that these businesses must have adequate filtration systems.

NOT LIKE THE SMELL FROM PELHAM!

25 May 21

Ann H

VOTES

0

UNVOTES

0

Instead of seeing nothing but the dollar signs, Welland should take a page from the Pelham book with all the complaints about foul smells and

28 May 21

ucg-f1

VOTES

0

UNVOTES

0

If we make it too hard for cannabis people to grow legally, they'll just do it illegally and unregulated.

I'd rather have eyes on it and regulate the odour and light pollution.

28 May 21

ucg-f1

VOTES

0

UNVOTES

0

Odour Mitigation

If we limit cannabis facilities to only grow indoors, then odour can be eliminated. There's a lot of new HVAC systems out there that control odour. The reason we're all smelling cannabis all the time is from the ACMPR grows (which have no regulations on odour) and outdoor commercial grows, not from indoor commercial grows.

Hello Nick, and Planning Staff,

As a member of the neighbourhood of Matthews Rd, you are probably aware of the stand that these residents took against the attempt of one of our own neighbours to build a Medical Marijuana Facility on our street. Overnight, we captured the attention of not only, our immediate neighbours and those living within a few kilometers, but even including Port Colborne and Niagara Falls residents. Attending and filling City Hall to capacity twice, we managed, with the city councillor's votes to bring about the interim control bans now in place.

While we understand there is a possible need for these MMFs, the issue has always been, where do we allow them to operate? If you research on Google, hundreds of complaints from home owners/townships/communities can easily be found in Canada and in the States. People who have been impacted by the assault of skunky smell DAILY because a Facility came to town. No one is happy. Their lives are changed forever, their homes devalued, if they even consider moving from the neighbourhoods they once loved and called home. This is the issue. Why are our community neighbours who pay their taxes and support this community, the ones to suffer DAILY?

In our case, being in a rural area, we are very near many Agricultural plots of land that could easily become Marijuana sites without proper planning by the city. Also, in our case we live close to a new food manufacture/packaging company. Although they are situated in an industrial zone, they were heard saying they would not want to be close to a MMF which could possibly contaminate the air they require to operate their food business. Is it possible these MMFs require their own specific zone? And if so, the placement would have to be away from residents and even commercial, industrial zones. MMFs are currently allowed in Agriculture zones, but MMFs are NOT your typical crop. They are massive greenhouse operations, with concrete floors, paved driveways and parking lots and secured by high metal fences. Do they really require land that should be used for food planting now, and for future generations? Yes, there are floral greenhouses that are large. Their issue is noise and traffic, probably during the day. MMFs are smelly, night and day, they light up our night skies, they need fans running constantly. MMFs need to neutralize the smell. What others chemicals are they using to do this, and will there be adverse effects from those chemicals?

Proper zone planning is key. Continuous, regular monitoring and inspections for compliance (air, safety, maintenance of equipment) are extremely necessary. Pelham has had its issues for years now, only recently hiring a company to monitor the smell using expensive equipment. Who pays for that? The residents? What a shame! Big business comes to town, makes our little communities stink and we suffer and have to pay for that.

Sincerely,

Karen Young

From: Theresa Ettore
Sent: May 18, 2021 9:33 AM
To: Gillian Bulbeck [REDACTED]
Subject: RE: more concerns

Good morning Gillian and thank you for your email.

I am happy to pass your email onto Mayor Campion. If you wish to send him an email directly you can send it to mayor@welland.ca

Attached is the media release that was issued on May 5th re: **Seeking Public Engagement For Cannabis Production Land Use Review**. If you have any further questions or comments you can direct them to Nicolas Aiello, Policy Planner if you would like. Nicolas's email is nicolas.aiello@welland.ca

Kindest regards,



Theresa Ettore
 Executive Assistant to the Mayor
 Office of the Mayor
 Corporation of the City of Welland
 60 East Main Street, Welland, Ontario L3B 3X4
 Phone: (905)735-1700 Ext. 2101 Fax: (905)735-1543
www.welland.ca



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From: Gillian Bulbeck [REDACTED]
Sent: May 17, 2021 6:17 PM
To: Theresa Ettore <theresa.ettore@welland.ca>
Subject: more concerns

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Ms. Ettore,

Since I do not have any email address for the mayor, I am sending this to you since you seem to be the one who has to respond to his emails. My manager informed me last week that the city of Welland wants it's residents feedback on a grow op facility being built in Welland. She receives news updates from 610 and saw this article. I am curious to know when you will be contacting ALL the residents of this city to get their feedback. I do not get the paper, I do not listen to the news and I don't do social media, so when was

I going to hear about this? Is this another tactic to keep the residents in the dark? The same way you still allow weed shops to pop up everywhere? Oh, in regards to those places, maybe you can enlighten me as to why they all have dark windows so you can't see inside them. That in itself a huge red flag as far as I'm concerned! And the one that's opening on South Pelham? TOKE????? I do hope you have young children or grandchildren that will ask you what that means.

Back to the "facility" the city plans on allowing here. I am 100% against it, as I am sure you know at this point. Have you not learned anything from Pelham? Are you hoping that everyone will just give in and say, oh well, it's just the way the world is going? Has the city of Welland town council ever thought of being different to everyone else and say NO to yet another facility? I guess the city has joined the tolerance bandwagon. Have you ever stopped to think that this would have been considered atrocious and unthinkable just 20 to 30 years ago?

I am pretty sure the city is going ahead regardless of what people say about it. If there is one thing I have learned over the years is that anyone in "power" lies and does not care about what the people who pay the taxes think. Even if 98% of the residents said no to this, the city would still do it because it's all about money. The almighty dollar.

Regardless of what I may think, I am sure there are many other people who want to know about this. When we get a rate increase with hydro, gas or cable TV, we get a notification that this will happen as they are responsible companies. Is the city planning on putting a notification in everyone's mailbox? I certainly hope people are going to know about this.

As I have said before, I am tired of paying taxes to city that really does not care about me or my health. Just a few years ago I could go for a walk and actually breathe in fresh air. FRESH AIR. That is what we should all be entitled to breathe in. Now I cannot go for a walk without smelling that stench everywhere I go. And you want to put a facility here? Have you ever driven down Foss Road or Highway 20?

Please forward this on to Frank Campion. I actually voted for him thinking he might change this city for the good but I am sad to say I am disappointed in how this city is turning out.

Regards,

Gillian Bulbeck-a Welland taxpayer

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December 15, 2020

Letter to City Council at the City of Welland

City Councillors

60 East Main Street
Welland, ON, L3B3X4
council@welland.ca

Dear Councillors of the City of Welland,

My name is Eleanor Pineau, and I am the COO of the company, U Cann Grow Inc – a construction, consulting, and operational management firm for the cannabis industry.

I would like to take this time to briefly comment on the upcoming vote on the Interim Control By-law (ICB) 2019-162 regarding Medical Marihuana Facilities, on December 15th, 2020.

I understand that it has been recommended by staff to extend this ICB for an additional year to allow for further research on the impacts of this industry operating in the City of Welland.

In our experience, there is a lot of misinformation/misunderstanding around the various cannabis licenses available from the Federal government. As an example, I wanted to bring to your attention that the current federal regulations regulating the commercial cannabis industry are the **Cannabis Regulations (2018)** and not the **Medical Marihuana Purposes Regulations (MMPRs)** as indicated in the Council Meeting Agenda. There are great and important distinctions between the two. In fact, the MMPR regulations were released in 2013 and replaced by the Access to Cannabis for Medical Purposes Regulations (ACMPR) license in 2016. These licenses, as indicated in their title, are used exclusively for personal, medical use - not commercial. Unfortunately, these licenses are the ones generally responsible for the concerns raised by the public - odour and light pollution.

We feel it is important to maintain this distinction between ACMPR licenses and commercial cannabis licenses under the Cannabis Regulations.

Where there are no regulations pertaining to light and odour emissions, security concerns, and sanitation under the ACMPR licenses, there are extensive standards for these under the Cannabis Regulations. These regulations are designed to protect the immediate community.

For example, we use carbon air filtration systems in each of our grow rooms. These systems continually scrub the air of odourous particles. Each room is also sealed to limit air exchange both within the facility, but also any exhaust. All exhaust fans have custom-made filters to add another layer of air purification before the air leaves the building. Furthermore, the ambient facility air is constantly scrubbed using carbon air filters. We have chosen to use these carbon air filtration systems because they are the same that have been used for decades on the illicit market, where secrecy was of utmost importance. As such, the logic that 1 out of 3 people in Canada grow cannabis in their basement but their neighbours have had no idea, provides evidence of the system's efficiency.



December 15, 2020

Lastly, and what should really be the first point, is that we design, build, and operate all cannabis operations enclosed in industrial buildings. This immediately solves any concerns of light pollution, and greatly facilitates implementing odour mitigation and security systems.

At U Cann Grow, we focus on the commercial licenses issued under the Cannabis Regulations and therefore adhere to these light, odour, security, and sanitation standards. We are confident that we can support the cannabis industry in the City of Welland while working harmoniously with all stakeholders.

In fact, we'd like to invite some City Representatives to our sites in St Catharines. This will allow for a visual demonstration as to how these systems work, and how we've mitigated public concern.

Please also note, that at the recommendation from Staff at the City of St Catharines, we will be organizing a not-for-profit association called the Niagara Region Cannabis Association (possibly as an extension of the Niagara Industrial Association – NIA). The purpose here is to work synergistically with all industry stakeholders to create a thriving cannabis industry.

Please feel free to email me at eleanor@ucg-fl.ca or call at (905) 646-2000 if you have any questions or comments.

Have a FINE day,

A handwritten signature in black ink, appearing to read 'Eleanor Pineau'.

Eleanor Pineau
COO
U Cann Grow Inc.
eleanor@ucg-fl.ca
(905) 646-2000
www.ucanngrow-fl.ca



June 3, 2021

Municipal Zoning for Cannabis

We understand that Welland is currently in the process of forming their zoning by-laws in regard to commercial cannabis operations. As such, we at U Cann Grow, wanted to provide some industry-specific knowledge around the subject that we believe will provide great support to the formation of these bylaws.

I'd first like to introduce ourselves: we are U Cann Grow – a company specializing in the design, build, licensing, and operation of **indoor cannabis micro-cultivation** facilities. We have built and licensed multiple facilities and have worked alongside numerous municipalities. We operate across Ontario, working with many different municipalities and their respective by-laws as well as land authorities such as those that govern the environment and conservation. Our team of architects and engineers work at the forefront of new government-mandated HVAC requirements, allowing us to design and build nuisance-free facilities. That means we have systems in place that mitigate the risk of odour, light and noise pollution that are common in the cannabis industry. Part of the reason why we're able to build and operate nuisance-free cannabis facilities is because we work exclusively with INDOOR facilities rather than outdoor farming or greenhouses.

I want to distinguish between the currently available cannabis licenses from Health Canada.

	Micro Cultivation and Processing	Standard Cultivation and Processing	ACMPR (Access to Cannabis for Medical Purposes Regulations)
Commercial or Personal	Commercial	Commercial	Personal*
Canopy limit	2,152sf for cultivation and 600kg for processing. Micro facilities are generally under 8,000sf.	No limits. Example: Canopy Growth in NOTL is 1 million square feet of greenhouse	Limit is on the license – based on medical need
Indoor/outdoor	Both	Both	Both
Security requirements	Medium – Part 4 of CR	High – Part 4 of CR	None
Odour pollution	Section 85 of CR	Section 85 of CR	None
Light pollution	None	None	None

*ACMPR licenses are for personal medical use – restricting/regulating these is against Charter Rights.

We understand that the majority of concerns from the public stem from odour and light issues. I want to stress that the ability to mitigate odour and light pollution in outdoor cultivations (including greenhouses), is incredibly difficult. However, in indoor operations, the solutions are much simpler and effective. And in Micro indoor facilities, it is even more effective.

U Cann Grow strictly focuses on indoor cultivation. This way, we are able to mitigate odour and light concerns.



June 3, 2021

Other notable concerns raised by the public generally include security, traffic, and noise pollution. I've outlined each of these common public concerns below, and how operating in indoor, micro facilities mitigates each concern.

Odour	<p>We have developed a system with multiple redundancies to clean the air of odorous molecules. First, we use carbon air filters that scrub the air of odours directly inside each grow room. These rooms are sealed to prevent the escape of odours. Any air transfer from inside the room to the ambient facility will occur only when a door is opened to the grow room. When this happens, a small flow of air will move into the ambient facility where we have additional carbon air filters scrubbing the air clean. On the building exhaust, we install custom and carbon air filters to further cleanse the air of any particulates and odours that would cause a nuisance to neighbours. As you can visualize, our systems have 3 layers of redundancy to mitigate any risk of odour escaping the facility and causing a nuisance to neighbours.</p> <p>We have operating facilities that prove this model functions.</p> <p>It's important to remember that Micro facilities are very small (limited to 2,152sf of canopy space). This means that the density of odour molecules is far less than those experienced from Standard operations.</p>
Light	<p>Light pollution is never a problem in our projects because we grow entirely indoors. Both for security reasons and light pollution reasons, there are no windows where cannabis is present. Furthermore, no greenhouses are used. In sum, there is never any light pollution coming from indoor cannabis facilities.</p>
Security	<p>Health Canada regulates security requirements for micro-cultivation facilities. We secure our sites with an alarm and CCTV system, including door contacts, motion sensors, and glass breaks if necessary. The buildings are constructed of durable materials able to withstand unauthorized entry and this too is described to Health Canada during the license application process.</p>
Traffic	<p>As Micro operations are quite small, there will not be increases in traffic to whichever property is in question. The shipments coming to the property, generally only for nutrients and grow medium, would arrive on a maximum frequency of once per month, but more realistically it would be every 4-6 months. The trucks used for these deliveries are generally regular mail shipping vehicles, but there are times where a 40' trailer is used for skids of grow medium, as an example. Shipments leaving the facility would also be completed on a monthly basis, utilizing a vehicle no larger than that of a Purolator truck.</p> <p>In comparison to the Standard cannabis operators, like Canopy and Aurora, their shipments occur every day or every other day, all with large 40' to 53' trucks.</p> <p>In terms of public traffic, it is only once a farmgate retail license is obtained through the province that there would be any increase in public traffic to the area.</p>



June 3, 2021

Noise	In cultivation, we do not use any large machinery that create a lot of noise, so like the light concern, noise is not a concern in our operations. This could be a concern if you're looking at a large Standard Processor that processes huge quantities of cannabis using vats like they do in the alcohol industry.
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Other information

Structure designation	A2 – we do not use chemicals like what is encompassed in the F designations.
Waste	How we deal with cannabis waste is regulated by Health Canada under the Cannabis Regulations. There is no toxic waste generated.

If you have any questions or comments, we would appreciate opening a more fluid dialogue around how to best regulate the cannabis industry on a municipal level. You can contact email us at contact@ucg-fl.ca or call us at (905) 646-2000.

Have a FINE day,

Eleanor Pineau
COO

Nicolas Aiello

From: topflight@naturesglorypics.com
Sent: June 4, 2021 8:38 AM
To: Nicolas Aiello
Subject: Re: June 3 Cannabis meeting

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Good morning Nicolas, thanks for the opportunity to take part in yesterday's virtual meeting. I don't envy your or Rachael's task as it seems to me that other levels of government are restricting just what the City can do.

If I may, I would like to express a major concern that I have which relates to the noxious emissions and current best practices. As you know, Pelham has what appear to be fairly good bylaws to control odors released into the air. However, these do not seem to be working. In the case of Redican, they appear to have installed all of the required filtration systems, yet they constantly release noxious odors into the air. I have notified Pelham bylaws officers and the Mayor of this, yet as of now nothing has reduced the emissions which assault us almost daily. Perhaps one solution for Welland may be to require cannabis producers operating under City jurisdiction to install air monitoring equipment at their location which can alert the City to any out of range emissions and thereby allow the City to require immediate compliance.

Finally, if possible could I be informed of any future meetings. Thank you for your time and effort.

Ray Parry

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Nicolas Aiello

From: James Tupman <jtupman41@start.ca>
Sent: June 3, 2021 5:39 PM
To: Nicolas Aiello
Subject: Comments to the Cannabis Production Land Use Review and Policy Formulation Meeting

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Hello:

My name is Jim Tupman and I live at 344 Hillsdale Rd in Welland. I'm a relative newcomer to this city, having lived the previous 42 years in Niagara- on-the-Lake.

I tell people that I "escaped" from NOTL, only semi-humorously, because my wife and I really did feel that we were driven out of the town, our once happy life there having been destroyed by the advent of a new industry, and the serious errors made by the town council, when dollar signs crowded out their common sense.

Since our arrival here, we have been delighting in a variety of aspects of Welland, of which we knew little. I cite, for example, the sights and smells of the large Farmer's Market, recalling memories of the one which once lay at the centre of Kitchener as I was growing up there.

More, we have enjoyed the parks: Chippawa park near our home and Lovely Merritt Island. We have ridden our bicycles along the pretty parkland trails beside the Old Welland Canal from Townline Road to the northern tip of Merritt Island, marveling all the while at the vision and courage of those who fought to retain the old canal, when the Ontario Dept of Highways wanted to drain the canal and build Highway 406 down its former course.

Some of these decisions must have been very difficult with the financial loss created by the closure of major industries such as Atlas Steel and John Deere. One can certainly understand the financial appeal of welcoming the marijuana farming industry.

This thought brings us to the one shocking drawback which we discovered in Welland: the abysmal stench emanating from a cannabis production facility on Foss Road. We can seldom drive into Fonthill to visit our granddaughters without being assailed by this horrible skunk-like odour. We have noticed it as far east as Rice Road, and occasionally even in our own backyard, a few kilometers to the southeast.

That's one grow-op, and now there are proposals for more!

In NOTL , a beautiful organic community set within miles of orchards, someone decided to try planting a vineyard. Within less than 50 years, almost all orchards disappeared and wineries sprang up like mushrooms. Vineyards brought the need for wind machines on frosty nights (essentially the roar of helicopters outside one's windows) and propane powered cannons in the daytime to scare away the birds. The wineries, in turn, vying for business, set up outdoor concert venues with highly amplified sound echoing through the residential streets. All this brought in a plethora of tawdry shops and hordes of tourists, until the roads into this emporium were plugged.

One industry did this damage. I don't want to see a similar cataclysm here in Welland. Right now, city fathers rejoice in projections of rapid growth in population, with the new housing and tax income which will result. The present rapid rise in real estate values, can and will reverse itself if the city becomes unbearable due to the stench of cannabis production.

Welland has come too far in overcoming the damage of the old industries and remaking itself into a lovely community of parks and waterways to throw away this progress on the promise of tax income from cannabis growing. Despite some promises of stifling the stench, note that nobody has discovered a method—it may well be impossible.

Unlike the avaricious NOTL council, please be proactive in putting Welland and its residents first. Ban the pot farms and save the community.

Your children will thank you.

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June 17th, 2021

Seeking your endorsement for Motion M-84 Anti-Hate Crimes and Incidents & Private Member's Bill C-313 Banning Symbols of Hate Act

Dear Mayor and Council,

I am writing to you today seeking your endorsement of my House of Commons Motion M-84 Anti-Hate Crimes and Incidents and my private member's legislation on Banning Symbols of Hate Act - Bill C-313. We are living in an unprecedented time. The killing of George Floyd in the U.S., and the deaths of Regis Korchinski-Paquet, a 29-year-old Indigenous-Ukrainian-Black Canadian woman, occurred in Toronto, and Chantel Moore, an Indigenous Canadian woman, was shot and killed by Edmundston police, New Brunswick police, who were called to perform a wellness check - were results of systemic racism.

Since the start of the pandemic, there has been an alarming increase of anti-Asian racism and hate crimes in Canada and across North America. A new Angus Reid public opinion poll shows that nearly 50% of young Asian Canadians have experienced and been affected by anti-Asian racism and bigotry in the last year. Statistics Canada reported that in the context of the COVID-19 pandemic, fear and misinformation about the virus may disproportionately impact the sense of personal and community safety of many people in Canada.

The recent murder of the Muslim family in London, Ontario, was yet another reminder that hate and Islamophobia exist in Canada. We must take a strong stance against all forms of hate and racism against Black, Indigenous, People of Colour and Racialized communities.

My Bill C-313 would prevent anyone from selling and displaying symbols that promote hatred and violence against identifiable groups. Julian says banning symbols of hatred like swastikas or Klu Klux Klan insignia is important for all Canadians to feel safe.

I hope I can count on your endorsement to urge the federal government to immediately stop all forms of hate and all forms of discrimination, hate crimes and incidents as well as ending all display and sale in Canada of symbols of hate. Please consider using the following endorsement paragraph as a reply as soon as possible:

On behalf of _____ (Number of residents in your city), the Mayor and Council of _____ (city name) endorse MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act.

Thank you very much for your consideration. Please feel free to contact my Chief of Staff, Doris Mah, at 604-353-3107 if you require any further information.

We look forward to hearing from you soon.

Sincerely,

Peter Julian, MP
New Westminster - Burnaby

21-103



Report To: Board of Directors

Subject: Water Quality Monitoring Program Summary Report for the Year 2020

Report No: FA-38-21

Date: June 18, 2021

Recommendations:

1. **THAT** Report No. FA-38-21 RE: Water Quality Monitoring Program Summary Report for the Year 2020 **BE RECEIVED**.
2. **THAT** the actions highlighted in the report to inform municipalities, stakeholders, and the public about the report findings and best practices to improve local water quality **BE IMPLEMENTED**.
3. **AND FURTHER THAT** a copy of this report **BE CIRCULATED** to municipalities, Ministry of Natural Resources and Forestry (MNR), Ministry of the Environment and Parks (MECP) and the Federal Ministry of Environment and Climate Change Canada (ECCC).

Purpose:

The purpose of this report is to provide a summary of NPCA's 'Water Quality Monitoring Program Summary Report for the Year 2020' and to inform the Board of the strategy to inform our member municipalities, stakeholders, and the public about the report and its associated findings and what actions can be taken to improve local water quality.

Background:

The NPCA Water Quality Monitoring Program was implemented in 2001 and is operated in partnership with the Ministry of Environment, Conservation and Parks (MECP), the Regional Municipality of Niagara, Haldimand County, and the City of Hamilton. The NPCA collects and analyzes hundreds of water samples each year from the streams and groundwater resources within the watershed. From this information, the NPCA can identify sources of pollution, track water quality trends, and help to assess and direct NPCA environmental programs. As well, the long-term data collected serves as a baseline by which to compare the success of various water quality improvement initiatives being undertaken by different organizations throughout the watershed.

21-104

Discussion:

The NPCA Water Quality Monitoring Report for the Year 2020 summarizes the results of the NPCA's surface water and groundwater monitoring program.

Surface Water

The NPCA collects monthly surface water quality samples (during the ice-free season) at 80 monitoring stations and analyzes them using several indicator parameters including chloride, nitrate, total phosphorus, total suspended solids, copper, lead, zinc, and *E. coli*. These indicator parameters are used to calculate the Canadian Water Quality Index (WQI) which provides a descriptive water quality rating for each station.

The NPCA also monitors surface water quality using benthic invertebrates (aquatic insects and animals) as indicators of stream health. Due to their restricted mobility and habitat preferences benthic invertebrates usually remain in a localized area. As a result, they are continuously subjected to the effects of all pollutants and environmental stream conditions, and as such can provide a broad overview of water quality related problems. They are abundant in all types of aquatic systems and can be easily collected and identified.

For surface water, the biological and chemical monitoring results indicate that most of Niagara's watersheds have poor or impaired water quality. Total phosphorus, *E. coli*, suspended solids, and chlorides from non-point sources (agricultural and livestock operations, faulty septic systems, winter de-icing operations) and point sources (combined sewer overflows, urban stormwater runoff) continue to be the major causes of impairment in the NPCA watershed.

Watercourses under the direct influence from the Great Lakes and Niagara River such as the Lower Welland River have higher water quality ratings. Watercourses that are strongly influenced by groundwater discharge like the Upper Twelve Mile Creek (Effingham Branch) also have higher water quality ratings as do watercourses located in areas with substantial natural landscapes like the Point Abino Drain and Beaver Creek (both located in Fort Erie). Please refer to Appendix 1 for additional information.

Groundwater

The NPCA collects water quality data from 15 Provincial Groundwater Monitoring Network (PGMN) monitoring wells and 31 Ontario Geological Survey monitoring wells. Please refer to Appendix 2 for the location of the wells within the NPCA groundwater monitoring network. This data is important to assess the ambient conditions of several bedrock and overburden aquifers found in NPCA watershed. For groundwater, monitoring results indicate that water quality was found to be highly variable with some wells exceeding the Ontario Drinking Water Standards. All groundwater quality exceedances were related to naturally occurring bedrock conditions and have been reported to the Ministry of the Environment, Conservation, and Parks and the applicable municipal Public Health Departments.

Recommendations

The NPCA Water Quality Monitoring Program continues to provide valuable information about the health of the watershed. The poor surface water quality in the NPCA watershed has been caused by decades of environmental degradation. However, water quality programs that improve how

nutrients are managed, serve to increase riparian buffers, and improve forest cover can begin to address these impacts. It will likely take many years of implementing these programs before the water quality in the NPCA watershed improves to the point where it is able to meet federal and provincial water quality guidelines. As such, the Water Quality Monitoring Report recommends that the NPCA continue to monitor both our surface water and groundwater to ensure that there is up-to-date water quality information available, be able to quantify trends, and continue to identify sources of contamination within the NPCA watershed.

Communication Strategy

In previous years, the Water Quality Monitoring Program Annual Summary Report was circulated via email to the Clerks at the member municipalities, the local Health Departments, and the MECP. At the October 22, 2020 NPCA Board Meeting, the NPCA Board directed staff (via Resolution FA-134-2020) to present the annual Water Quality Monitoring results and trends to the partner municipalities and to develop water quality education resources to engage stakeholders about the state of water quality and suggested best practices.

As requested, the NPCA will undertake the following actions:

1. The Water Quality Monitoring Summary Report will be distributed to the Clerks at the Region of Niagara, its lower tier municipalities, the City of Hamilton, the County of Haldimand, all associated Public Health Departments, and the local Ontario Ministry of Environment, Conservation and Parks office. With the circulation to the Clerk at the NPCA's member municipalities, an offer will be extended for NPCA staff to present the report and its associated findings to municipal council and/or senior staff.
2. A digital postcard summarizing the report's findings and a list of actions that individuals, communities, and businesses can undertake to improve local water quality will also be published via various mediums. Please see Appendix 3 for a copy of the postcard.
3. NPCA staff will coordinate a Public Information workshop after Thanksgiving 2021 in order to inform the public of the Water Quality Monitoring Summary Report and its associated findings, outline a list of suggested best practices, and to advertise the opportunity for the public to participate in the NPCA's Restoration Grant Program.
4. The Report will be placed on the NPCA website along with educational resources.

Financial Implications:

The Water Quality Monitoring Program is funded through NPCA annual budgets. The program is currently listed under the future Mandatory Programs and Service to be Prescribed in Regulation within one year after the end of the transition period of the proposed CA Act regulations currently being developed.

Related Reports and Appendices:

Appendix 1 – Water Quality Ratings in 2016-2020

Appendix 2 – NPCA Groundwater Monitoring Network

Appendix 3 – Digital Postcard

Appendix 4 – Water Quality Monitoring Program Report Summary Presentation

Authored by:

Original Signed by:

Joshua Diamond, M.Sc., C. Tech
Water Quality Specialist

Prepared by:

Original Signed by:

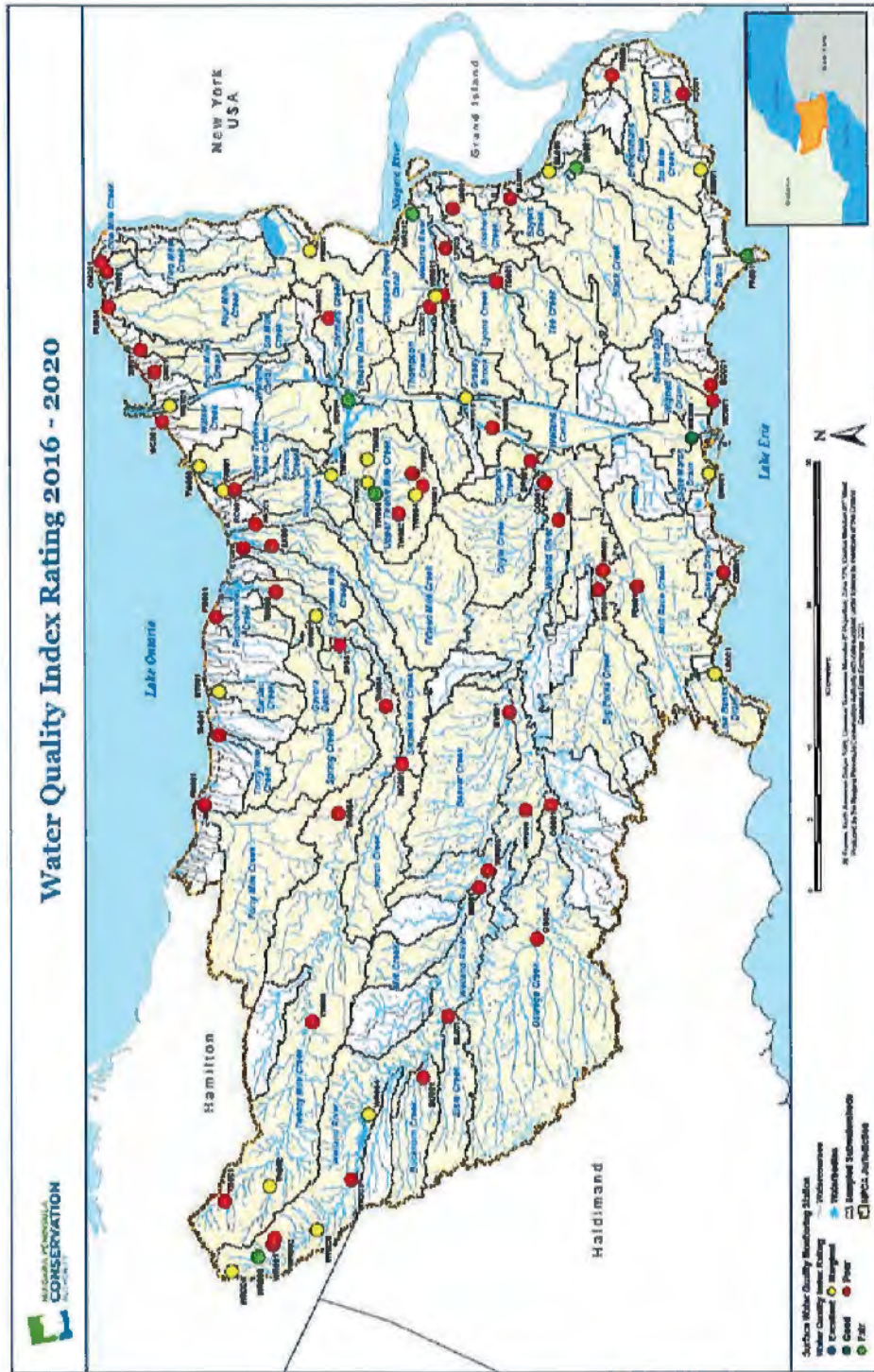
Steve Miller, P.Eng.
Senior Manager, Water Resources

Submitted by:

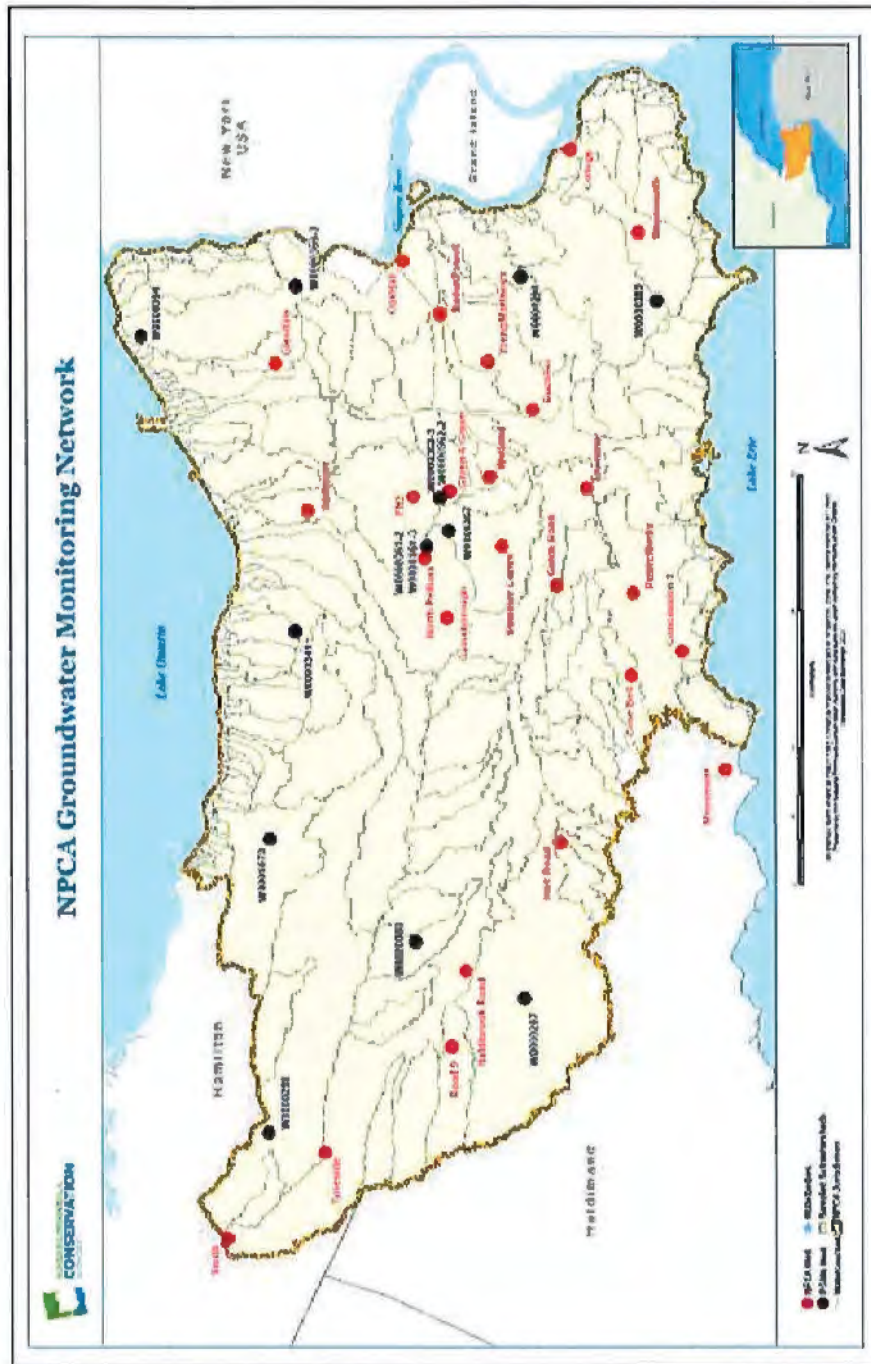
Original Signed by:

Chandra Sharma, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer


Appendix 1 - Water Quality Ratings 2016-2020



Appendix 2 – NPCA Groundwater Monitoring Network




Appendix 3 – Digital Postcard




NPCA 2020 Annual Water Quality Monitoring Report Fact Sheet

For more information and to review the full report, scan with your smart phone




The Niagara Peninsula Conservation Authority regularly collects and tests water samples at 80 surface water stations and 38 groundwater stations located throughout the NPCA's jurisdiction. Surface water quality samples are analysed for several indicators such as chloride, nutrients, E. coli, suspended solids, and metals.




Surface Water What Did We Find?

- Surface water monitoring results indicate most of the watersheds in the NPCA jurisdiction have poor water quality.
- The high levels of total phosphorus, E. coli, suspended solids, and chlorides within the surface water continue to be the major causes of poor water quality.
- The sources of these pollutants are generally from both rural areas (agricultural runoff and faulty septic systems) and urban areas (combined sewer overflows and urban stormwater runoff).
- The best water quality is found in watercourses where water is introduced from Lake Erie and the Niagara River, in watercourses with significant groundwater discharges and in watersheds with substantial natural landscapes.




Groundwater What Did We Find?

- The groundwater quality in NPCA jurisdiction was found to be highly variable with some wells exceeding the Ontario Drinking Water Standards.
- All the Ontario Drinking Water Standards exceedances are a result of the natural conditions of the groundwater.
- Private well owners are responsible for having their well water tested regularly and to make sure that their well is properly maintained and in good condition.
- For information about private well testing, contact your municipality.




What Can You Do?

- Plant native trees, wildflowers, shrubs, and/or rainwater gardens.
- Reduce the amount of mown grass on your property.
- Reduce the amount of pesticides, herbicides and fertilizers you use.
- Conserve water by using low flow showers and toilets, high efficiency clothes washers and dishwashers.
- Install rain barrels to collect water for use around your yard.



What Can Your Community Do?

- Sponsor community clean ups to keep waste and garbage out of natural areas.
- Look for ways to expand the existing urban tree canopy.
- Reduce the amount of pesticides, herbicides and fertilizers used.



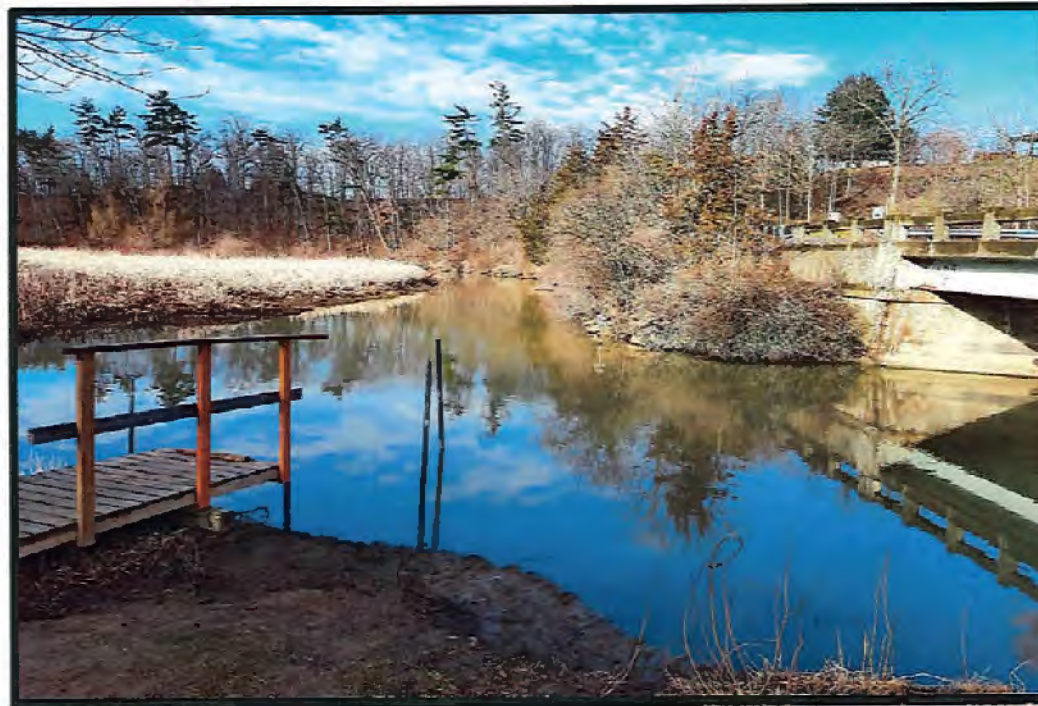
What Can Your Business Do?

- Establish a corporate volunteering program to support local initiatives such as tree plantings.
- Invest in 'greener' alternatives to current practices.
- Encourage recycling and composting in the workplace.
- Donate towards water quality and habitat improvement programs.
- Evaluate the effectiveness of environmental programs.

NPCA Restoration Grant Program

The NPCA is taking action to restore and improve water quality, wildlife habitat and forest cover across the NPCA watershed. If you have an idea for an environmental project, the NPCA welcomes you to apply for assistance through the NPCA's Restoration Grant Program. For further details, please visit the following link: npc.ca/restoration

Water Quality Monitoring Program Summary Report of the Year 2020



NPCA Board of Directors Meeting
June 18, 2021



Why is monitoring important?

- Characterizes the quality of our waters and identifies changes over time.
- Identifies emerging water quality issues and sources of contamination.
- The information is used to design specific pollution prevention and remediation programs and to determine how effective they are.
- Allows for a better understanding of the impact of spills or pollution discharges.

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NPCA Water Quality Monitoring Program implemented in 2001 with a mandate to:

1) Assess water quality in local watersheds

- Surface water quality
- Groundwater quality



2) Report water quality information to stakeholders

- Water quality reports
- Data sharing



What does the NPCA look at in our water?

Indicator	Sources	Impacts
Chloride	Road salt, sewage	Ecological toxicity
Phosphorus	Fertilizers, sewage	Excess algae growth
Nitrate	Septic systems, fertilizers	Human health
Suspended Solids	Erosion, urban and agricultural runoff	Loss of habitat
<i>E. coli</i>	Sewage, manure	Beach closures, boil water advisories
Metals	Industrial effluents, pesticides, storm water runoff	Ecological toxicity
Benthic Animals	Both rural and urban pollutants	Ecological toxicity Loss of habitat

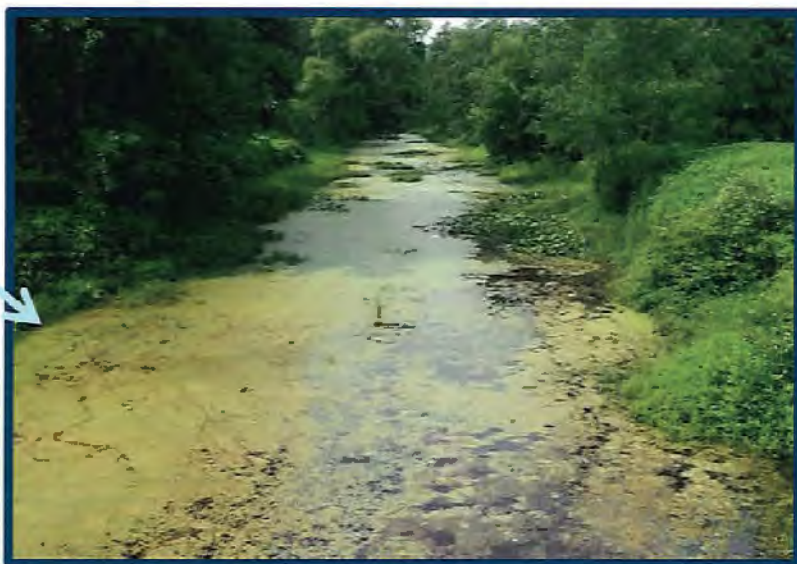
260

Water Quality Index Rating 2016 - 2020



What is the surface water data telling us?

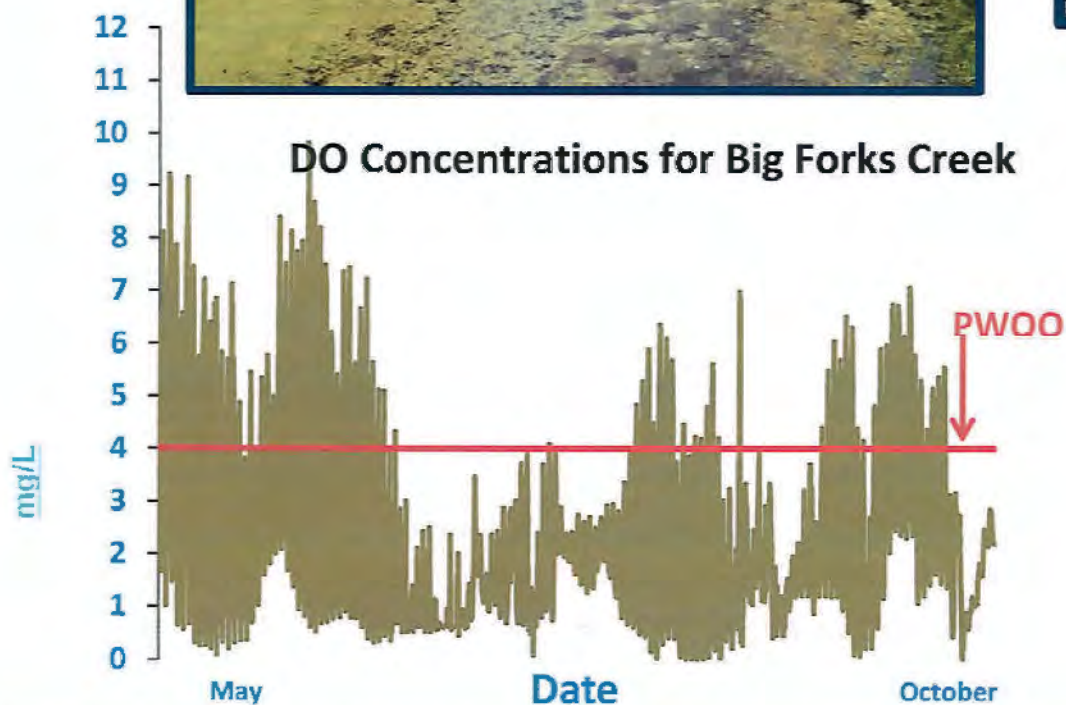
Total Phosphorus



E. coli



DO Concentrations for Big Forks Creek



Chloride



262

NPCA Groundwater Monitoring Network



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What is the groundwater data telling us?

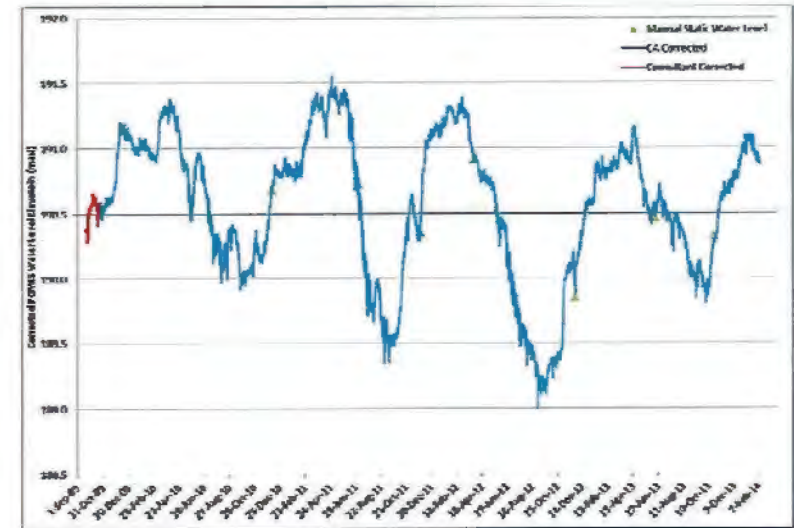
- Water quality at most NPCA wells meets Ontario Drinking Water Guidelines

But.....

- Some exceedances are attributed to natural conditions of the groundwater



Groundwater Levels from Sept. 2009 until Feb. 2014 at PGMN Well W0000073 In Grimsby



264

Strategies to Improve Water Quality

Best Management Practices



Livestock Restrictions



Wetland & Tree Plantings



Cover Crops



Nutrient Management



Riparian Buffers



Conservation Farm Practices

Watershed Prioritization



Site Specific Studies



Better Technology



NPCA Water Well Decommissioning Grant Program

WATER WELL DECOMMISSIONING GRANT PROGRAM

PROJECT ELIGIBILITY

- » Grants are available for projects on qualifying lands located within the NPCA jurisdiction for the decommissioning of unused water wells.
- » Limit of two (2) wells per property (landowner).
- » Oil wells, gas wells and cisterns are not eligible under this program.
- » All work must be completed by a water well contractor licensed by the Ministry of the Environment (MOE) as set out in Ontario Regulation 903.
- » All work must comply with MOE procedures for plugging or abandoning water wells according to Ontario Regulation 903.
- » Applicants must apply and be approved prior to initiating their project. Projects already underway or completed without NPCA approval will not be eligible.

5 STEPS FOR INTERESTED PROPERTY OWNERS

1. Contact NPCA for an application and program information.
2. Fill out the application and submit to NPCA with two (2) quotes from licensed water well contractors for proposed work.
3. Obtain pre-approval from NPCA to proceed with proposed work.
4. Complete proposed work and submit all receipts, invoices, and water well decommissioning records to NPCA for review.
5. Receive final approval and grant funding from NPCA.

Recent Projects

Before

After



For more information please 905.708.1125
or visit www.npca.ca



250 Thorold Road West 3rd Floor, Welland, ON L3C 3W2
phone 905.708.1125 - fax 905.708.1121

Project Funding Provided by:



Additional Water Quality Monitoring Services Provided in 2020

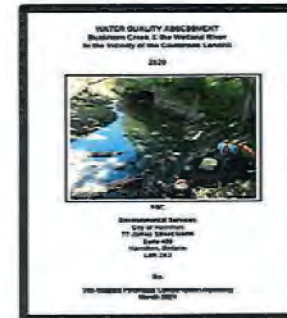
1. Hamilton Airport Biological Monitoring Study

- Assists with monitoring airport operations



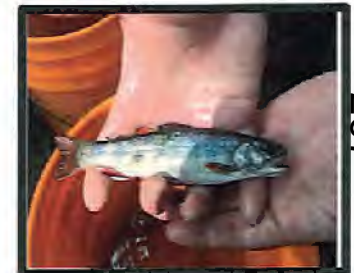
2. Glanbrook Landfill Biological Monitoring Study

- Assists with monitoring landfill operations



3. Upper Twelve Mile Creek Water Temperature Monitoring

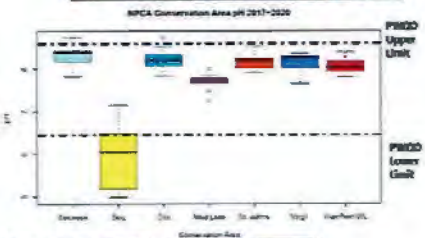
- Monitor summer stream water temperature



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4. Conservation Area Water Quality Monitoring

- Ambient water quality monitoring of significant water features



5. Niagara Coastal Collaborative Committee

- Lorraine Bay nutrient trackdown field program





Spill Investigations

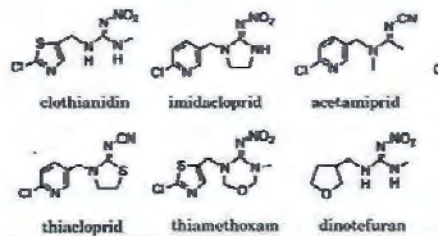


Lake Ontario Objectives and Targets Task Team Experts Meeting
November 18, 2020

Kristina Heinemann
Dan Gurdak

Daniel Rokutnicki-Wojcik
Marie-Claire Doyle

Neonicotinoid Insecticides



MOVING WATER FORWARD

NOTICE OF STUDY COMMENCEMENT

SOUTH NIAGARA FALLS WASTEWATER SOLUTIONS

SCHEDULE 'C' CLASS ENVIRONMENTAL ASSESSMENT

Niagara Region is undertaking an in-depth study to meet growing needs and provide quality environmental benefits to the South Niagara area.

WHAT IS THIS STUDY ALL ABOUT?
There is a growing consensus and widespread support for the Niagara Region's wastewater treatment plant (WWT) upgrade. The study will assess the feasibility of various options for the WWT upgrade, including the location, design, and construction of the new plant. The study will also assess the potential impacts of the proposed options on the environment and the community.

WHY IS A NEW WASTEWATER TREATMENT PLANT NEEDED?
The Niagara Region's current wastewater treatment plant is outdated and inefficient. It is unable to meet the growing needs of the region and is causing environmental damage. A new plant is needed to provide a higher quality of service to the region and to protect the environment.

HOW CAN I PARTICIPATE IN THIS STUDY?
The study is being conducted in a transparent and open manner. The public is encouraged to provide input and feedback throughout the process. There are several ways to get involved, including attending public meetings, providing written comments, and participating in the study's advisory committee.

WHAT IS THE PROJECT FOR THIS STUDY?
The study is being conducted in a transparent and open manner. The public is encouraged to provide input and feedback throughout the process. There are several ways to get involved, including attending public meetings, providing written comments, and participating in the study's advisory committee.

FOR MORE INFORMATION:
Contact the Niagara Region's Environmental Services Department at 905.305.2200 or visit our website at www.niagararegion.ca.

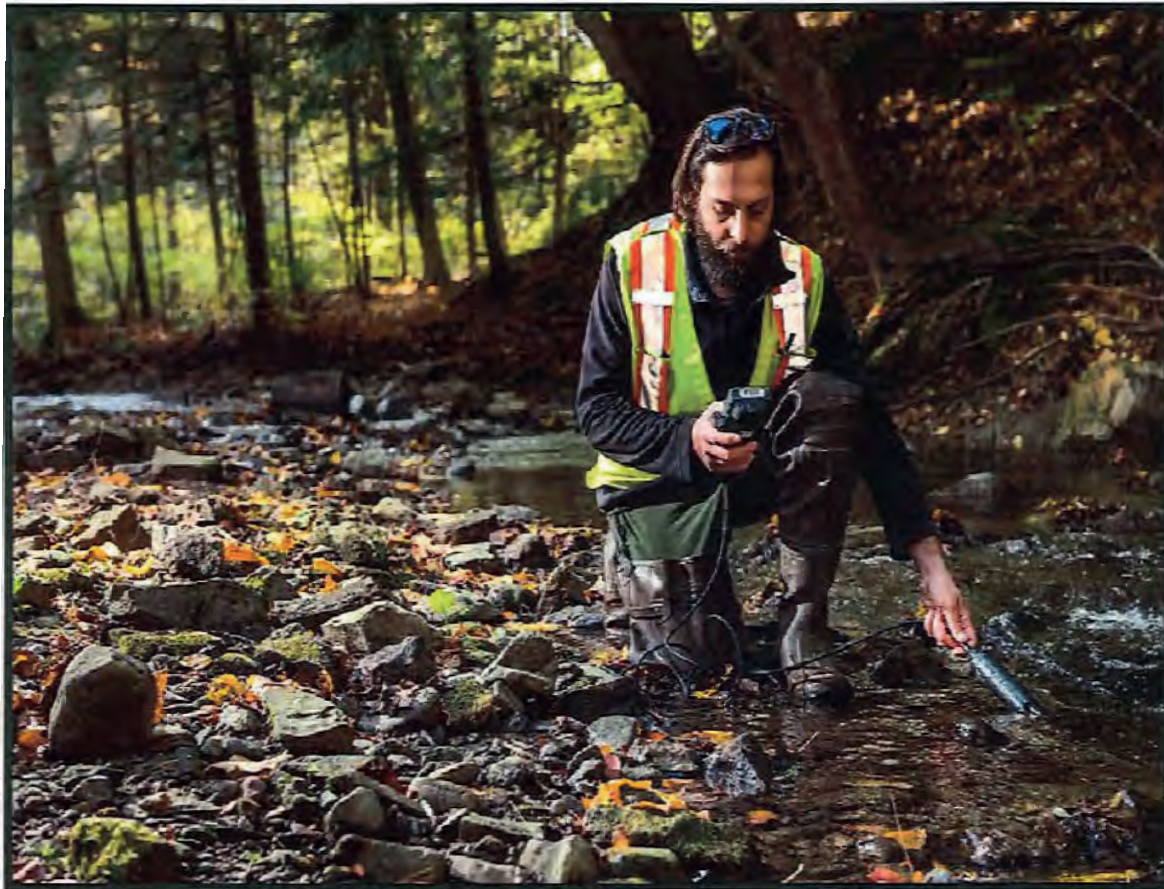


Consultants

Assessing the level of correlation amongst biological indices and water chemistry parameters from 2005-2013 in the Effingham Tributary of Twelve Mile Creek, Pelham, Ontario

ERS 411 Senior Honours Thesis

Thank You!

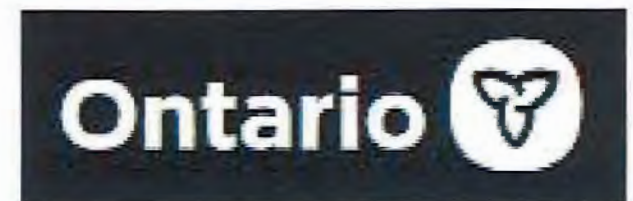


Eric Augustino
Water Quality Technician

Niagara  Region



Hamilton



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Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-980-6000 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

July 19, 2021

CL 13-2021, June 24, 2021

LOCAL AREA MUNICIPALITIES**SENT ELECTRONICALLY****Re: Motion – 16 Days of Activism against Gender-Based Violence**

Regional Council, at its meeting held on June 24, 2021, passed the following motion:

WHEREAS “16 Days of Activism against Gender-Based Violence” is an annual international campaign, running from November 25 through December 10, that calls on the prevention and elimination of violence against women and girls;

WHEREAS the pandemic has been linked to an alarming increase in rates of violence against women, domestic violence reporting and domestic homicides, also known as the shadow pandemic;

WHEREAS 1 in 3 women worldwide will experience physical or sexual violence, mostly by an intimate partner, and emerging data has shown that all types of violence against women and girls has intensified during the pandemic;

WHEREAS the supply of women's shelter space has decreased due to public health measures while simultaneously there has been a 30 percent increase in the rates of gender-based violence;

WHEREAS indigenous women and girls, and racialized, minority and vulnerable communities are more likely to be the victims of assault.

NOW THEREFORE BE IT RESOLVED:

1. That Niagara Region actively **PARTICIPATE** in the 16 Days of Activism against Gender-Based Violence by flying a campaign flag in the International Plaza from November 25 to December 10, 2021;

21-105

2. That staff **BE DIRECTED** to develop a communication strategy to increase awareness of the 16 Days of Activism against Gender-Based Violence campaign; and
3. That the Regional Clerk **BE DIRECTED** to circulate a copy of this motion to the local area municipalities.

Yours truly,



Ann-Marie Norio
Regional Clerk

CLK-C 2021-108

From: Badawey, Vance - Personal <Vance.Badawey.P9@parl.gc.ca>
Sent: July 6, 2021 12:20 PM
To: mayor <mayor@welland.ca>; Frank Campion <frank.campion@welland.ca>;
mayor@portcolborne.ca; Terry.Ugulini@thorold.ca
Subject: FW: [FYI] Year of the Garden 2022 Declaration

Good day everyone.

I thought you may be interested in the attached. I would highly recommend you place this as an action item on your agenda at a future City Council meeting.

If you have any questions, please do not hesitate to reach out to me.

Kind regards,

Vance



Vance Badawey

Member of Parliament - Niagara Centre
 Chair, House of Commons Standing Committee on Transport, Infrastructure & Communities
 Co-Chair, Great Lakes-St. Lawrence Parliamentary Group
 Valour Building, Room 1170
 Ottawa, Ontario K1A 0A6
 Tel. 613-995-0988
 Cell. 289-821-4948
 Fax. 613-995-5245
vance.badawey@parl.gc.ca

From: Michel Gauthier <director@gardencouncil.ca>
Sent: Monday, June 21, 2021 16:00
To: Badawey, Vance - M.P. <Vance.Badawey@parl.gc.ca>
Cc: alexander.reford@jardinsdemetis.com; michel-antoine.renaud@canada.ca
Subject: Year of the Garden 2022 Declaration

Bonjour Mr. Badaway,

On behalf of our President, Mr. Alexander Reford, our Board of Directors and our members, it is my pleasure to thank you for the today's declaration in the House of Commons celebrating the Year of the Garden 2022.

As you know Ontario has a very dynamic garden culture with the Canadian hub of horticulture being in southern Ontario. Thank you for your leadership. Thank you for acknowledging the importance of gardens and gardening in the lives of Canadians.

We hope that your declaration will encourage the government to invest in the Year of the Garden 2022 in the same way as the Canadian Garden-Family is doing.

Would be possible to have a transcript of your Declaration as well as a link to a digital version. Thank you.

I see your office is in Welland, the "Rose City" since 2021. If I may I would like to share with you one of the Year of the Garden 2022 initiatives. We are inviting all municipalities to Proclaim 2022 Year of the Garden and commit to being a Garden-Friendly City. We are wondering if you would invite the municipalities within your riding to join this initiative. Attached is the Invitation to Municipalities and a template of the Proclamation. Happy to inform you that Toronto was the first city to do it, see attached.

Again thank you for your support and look forward to visiting the Rose City in 2022.

Michel Gauthier
Executive Director/Directeur général
CANADIAN GARDEN COUNCIL/CONSEIL CANADIEN DU JARDIN

director@gardencouncil.ca

T: 613 301 4554

<http://www.gardenscanada.ca/> <http://www.jardinsducanada.ca/>

[Year of the Garden 2022 – Année du jardin 2022](#)



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

250 Thorold Road, 3rd Floor, Welland ON L3C 3W2
Tel: 905-788-3135
Fax: 905-788-1121
www.npca.ca

July 28, 2021

Tara Stevens
City Clerk
City of Welland
60 East Main Street
Welland, ON
L3B 3X4

SENT ELECTRONICALLY

Dear Ms. Stevens,

Please be advised that the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) adopted the following resolution at its meeting of July 16, 2021:

Resolution No. FA-141-2021
Moved by Member Smith
Seconded by Member Woodhouse

1. **THAT** Report No. FA-45-21 RE: Compliance and Enforcement 2021 Q2 Statistics **BE RECEIVED.**
2. **THAT** a meeting with jurisdiction municipalities be **CONVENED** to address environmental compliance and enforcement challenges identified in the staff report.
3. **AND FURTHER THAT** a copy of this report be **CIRCULATED** to the Niagara Peninsula Conservation Authority (NPCA) municipalities.

CARRIED

Accordingly, for your reference, please find the subject Report No. FA-45-21 attached hereto. Staff from the NPCA will be in contact with your municipality in the coming weeks to discuss the matter. In the interim, should you have any questions or concerns, feel free to contact Chandra Sharma, NPCA CAO, at (905) 788-3135 or at csharma@npca.ca.

Sincerely,

Grant Bivol

Grant Bivol
NPCA Clerk / Board Secretariat

att.

21-106



Report To: Board of Directors

Subject: Compliance and Enforcement 2021 Q2 Statistics

Report No: FA-45-21

Date: July 16, 2021

Recommendation:

1. **THAT** Report No. FA-45-21 RE: Compliance and Enforcement 2021 Q2 Statistics **BE RECEIVED**.
2. **THAT** a meeting with jurisdiction municipalities be **CONVENED** to address environmental compliance and enforcement challenges identified in the staff report.
3. **AND FURTHER THAT** a copy of this report be **CIRCULATED** to the Niagara Peninsula Conservation Authority (NPCA) municipalities.

Purpose:

The purpose of this report is to provide the Board with an overview of activities related to the Compliance and Enforcement within NPCA Jurisdiction from April 1, 2021 to June 30, 2021 (Q2 of 2021).

Background:

The Compliance and Enforcement Service Area of the Niagara Peninsula Conservation Authority plays a pivotal role in the protection and conservation of wetlands, shorelines and escarpment areas in the NPCA jurisdiction. The overall goal is to protect life and property from natural hazards such as flooding and erosion.

As previously reported in Report No. FA-03-2021, the Compliance and Enforcement unit committed to providing three quarterly reports and one annual report to the Board of Directors on statistics tracked by staff.

Discussion:Compliance and Enforcement Statistics

The Regulations team tracks a significant amount of data in relation to each complaint and potential violation reported to and investigated by staff. This is done to support progressive compliance or enforcement actions if required, provide all regulations staff with access to pertinent file data, and to identify and assess on-going or continuing concerns, trends, and resourcing requirements. These statistics are only for Section 28 complaints and violations and do not include concerns in relation to Section 29 of the *Conservation Authorities Act* (Conservation Authority owned Land).

Quarterly updates on abatement, compliance and enforcement statistics will also be provided to the Board in October in 2021 and an annual summary for 2021 in January 2022.

The statistics below are from April 1, 2021 to June 30, 2021.

General Q2 File Statistics

Total number of complaints and concerns received by regulations staff in Q2 = 118 (this translates to approximately 2 complaint per working day on average)

Number of Q2 files Open = 53
Number of Q2 files Closed = 65

Complaint / Occurrence Validity

Total number of occurrences investigated and determined to be within NPCA jurisdiction = 47
Total number of occurrences under review = 27
Total number of occurrences not within NPCA jurisdiction or frivolous = 44

Reporting / Intake Avenues

Voicemail / phone = 8
Email to staff or TIPS email online = 55
Personal / Professional Communication = 24
Officer Found (no complaint received) = 3
Other/NA = 28

Notices of Violation

Issued = 15
Resolved = 2

Complaints / Occurrences by Municipality

Fort Erie = 14
Grimsby = 1
Haldimand = 3
Hamilton = 4
Lincoln = 9
Pelham = 5

Niagara Falls = 6
 Niagara-On-The-Lake = 8
 Port Colborne = 7
 St. Catharines = 20
 Thorold = 2
 Wainfleet = 22
 Welland = 8
 West Lincoln = 7
 Unknown = 2 (due to anonymous complaints with no location information)

The Q2 statistics for 2021 demonstrate a significant increase in demands on the compliance and enforcement service area in relation to complaints and violation response. The total number of complaints received and investigated by the regulations staff in 2021 is currently 183. This far exceeds the total of 119 complaints and concerns investigated in 2019 and is set to surpass the 225 complaints received and investigated in 2020.

Issues and Challenges

As indicated by the statistics, there are a significant portion of concerns or complaints received from the public that are outside of the NPCA's current enforcement and compliance mandate and include:

- Tree cutting or vegetation removal on private property
- Destruction or disturbance of wildlife and wildlife habitat
- Planning related matters such as tree removal in approved subdivisions
- General environmental concerns the nature of which are not within the enforcement and compliance mandate of the NPCA

To provide additional perspective, the most common complaints are in relation to the cutting of trees and/or the removal of vegetation on private property, often after the complainant has been directed to the NPCA by their local municipality. However, tree removal and/or vegetation removal or disturbance in many instances does not constitute a contravention of the *Conservation Authorities Act* or is not the jurisdiction of the NPCA. For example, unless the tree cutting is in a wetland (and would be significant enough to constitute interference) or is in a regulated area and involves the removal of the roots (constitutes development/site grading), the individual act of tree cutting itself would not be considered a violation. In this instance, the incident may be a concern under the Region of Niagara's Woodlands By-law or a private property tree by-law implemented by the local municipality under the authority of the *Municipal Act*. Additionally, if tree cutting does not take place in a wooded area which meets the definition of a woodland under the Region's by-law then a regulatory tool does not exist with the NPCA to manage this activity. These type of issues are being addressed through local tree-by-laws or ravine by-laws by several municipalities across Ontario or through management agreements with conservation authorities.

Regulations staff work closely in partnership with numerous regulatory agencies including municipal bylaw staff on a day-to-day basis. There is a need (and opportunity) to provide additional guidance for the NPCA's municipal partners and to collectively develop enhanced tools and communication resources to address this significant issue.

Staff recommends formal discussions with local municipal partners in order to develop or enhance tools and communication resources in relation to compliance and enforcement within the Region of

Niagara, Hamilton and Haldimand service areas. This may also include additional legislative options available to them under the *Municipal Act* such as tree, watercourse, ravine and site-alteration by-laws.

In an effort to reduce the number of concerns and complaints which are directed to the NPCA and are not within the NPCA's regulatory framework, the NPCA is also working to inform the public about the regulatory jurisdiction of the NPCA with regards to what is enforceable under our legislation.

Financial Implications:

There are no additional financial implications for the current day-to-day operations of the Compliance and Enforcement business unit as the work is accounted for in the 2021 budget. However, should any complaint or violation proceed to the issuance of a summons and court proceedings, there will be costs associated with these activities. Based on the statistics presented for the first two quarters of 2021, the NPCA will very likely need to consider the requirement for additional resources for 2022. Alternatively, NPCA staff will also look into other strategies such as adjustment in service levels to appropriately respond to the more significant and high-risk contraventions of the *Conservation Authorities Act*.

Regulations staff are committed to enhanced statistical reporting, recording and analysis of compliance and enforcement related data which will continue to assist in quantifying resource and staffing requirements moving forward.

Links to Policy/Strategic Plan:

The duties carried out by the Compliance and Enforcement business unit are part of the Niagara Peninsula Conservation Authority's mandate and are essential to our watershed.

Related Reports and Appendices:

None

Authored by:

Original Signed by:

Jason Culp, C.Tech., EP
Manager, Compliance & Enforcement

Reviewed by:

Original Signed by:

David Deluce, MCIP, RPP
Senior Manager, Planning & Regulations

Submitted by:

Original Signed by:

Chandra Sharma, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

250 Thorold Road West, 3rd Floor, Welland, Ontario L3C 3W2
Telephone 905.788.3135 Facsimile 905.788.1121 www.npca.on.ca

July 22, 2021

Tara Stevens
City Clerk
City of Welland
60 East Main Street
Welland, ON
L3B 3X4

SENT ELECTRONICALLY

Dear Ms. Stevens,

Please be advised that the Board of Directors of the Niagara Peninsula Conservation Authority (NPCA) adopted the following resolution at its meeting of July 16, 2021:

Resolution No. FA-147-2021

Moved by: Member Malcolm Woodhouse

Seconded by: Member Rick Brady

WHEREAS globally, pollinator species, including bees and monarch butterflies are declining at a concerning rate due to anthropogenic activity such as habitat loss and degradation as well as pollution and climate change;

WHEREAS the dramatic global decline in the pollinator species population could seriously affect the pollination of human food crops around the world;

WHEREAS Health Canada's Pest Management Regulatory Agency (PMRA) has developed Best Management Practices (BMP's), resources, and guidelines to ensure agricultural practices across the country protect pollinators, and is collaborating with the Provincial Ministry of Agriculture and Rural Affairs to advance these resources and BMP's;

AND WHEREAS the Niagara Peninsula Conservation Authority (NPCA) is committed to maintaining and enhancing pollinator habitat through its enhanced restoration and stewardship programs, community partnerships, as well as advising land development proponents through planning and development processes;

NOW THEREFORE, BE IT RESOLVED:

1. **THAT** the NPCA **REQUESTS** the support and collaboration of conservation authorities and (through the CAs) their partner municipalities across the Province of Ontario to include the provision of native pollinator habitat with specialized native plant species through future development and redevelopment projects.
2. **THAT** by copy of this motion, NPCA partner municipalities **BE REQUESTED** to advance the use of native pollinator plant species to promote pollinator habitat through projects on their own lands as well through planning and development processes.

21-107

3. *THAT a copy of this resolution **BE CIRCULATED** to the Association of Municipalities of Ontario and the Federation of Canadian Municipalities for their consideration.*
4. *AND FURTHER THAT both the governments of Ontario and Canada **BE REQUESTED** to adopt a plan of action for properties within their control to protect pollinators and plant native pollinator species and entrench this priority with the appropriate legislation with circulation of NPCA jurisdiction federal and provincial political representatives.*

CARRIED

Should you have any questions regarding the above issue, please feel free to contact CAO Chandra Sharma at csharma@npca.ca or 905-788-3135.

Sincerely,

Grant Bivol

Grant Bivol
NPCA Clerk

Rebecca Eaton

424 McAlpine Ave N

Welland Ontario

L3B1T3

To the Council of the City of Welland.

I am writing to appeal and ask for an exception in the number of cats allowed in our home from the 2012 by law allowable amount of three to what we have had for many years preceding our move to Welland.

On July 20 2021 I had the unfortunate experience of being visited by the Welland SPCA regarding a by-law infringement being judged against me for the number of cats in my possession. They have given me until August 31 2021 to come into compliance with the cities by law of owning only three cats

I have lived in the city of Welland for five years this coming September. When I moved to this city I had seven cats and have never had an issue with my animals to this point. My cats do not roam free in the neighborhood nor do they bother anyone around us.

Now the reason for our number of cats being more than most people may have stems from our daughter's special needs with her being diagnosed with Autism at the age of five. We noticed early on that she gravitated towards animals in general but cats we noticed brought her out of her shell.

Research has been done by the CDC showing that having cats around an autistic child goes a long way to assist them in learning strong interpersonal skills and transforms their emotional growth. Having cats for an autistic child is more than just having family pets – having cats around help teach empathy and compassion, relieves anxiety, fosters confidence etc.

This has been our experience and over the years as our daughter grew and her needs became greater our experience became that seven cats were the perfect number of cats for our family. Their calming presence in her life has been welcome as she has sensory issues – including being sensitive to loud sounds – so the presence of these calm, patient companions has been a huge help in her development – coupled with programs through Bethesda here in Niagara as well as McMaster Children's Hospital in Hamilton.

11-94

We moved from Niagara on the Lake when our daughter was eight years old with five cats to the city of St Catharines where we decided to have a couple other join our family for a total of seven cats. We moved to Welland when our daughter was ten years old with all seven cats. To ask her to give up four of her trusted companions that she has had with her for half her life is heartbreaking. Her reaction on July 20 2021 to the SPCA coming with the order to rehome all but three cats was unbearable – as with anyone with autism like our daughter often has issues being able to express what she feels in words and resorts to (as was the case on July 20 2021) to uncontrollable pacing, rocking and hyperventilating – which can be dangerous for her as she is also asthmatic.

To address also what is best for the cats, out of our seven cats – five are considered senior with the other two being six years old. To have to rehome four of these older cats would be a nightmare as older cats are less likely to find a new home compared to much younger cats – and therefore end up living their lives in foster care, or shelters. In some cases, older cats are known to be euthanized if a home cannot be found.

All of our seven cats are fixed and well taken care of. They pose no risk to anyone living around us. They do not get out of our house to roam free around the neighborhood. However, the emotional and potential physical risk to our daughter as well as the well-being of our older cats would be greatly affected.

We would not be growing our brood beyond the original seven cats that we came to Welland and lived peacefully with up to this point.

People with autism see the world differently than a non-autistic person does – becoming more easily overwhelmed by the world around them. I hope by reading this appeal you get the chance to see inside the home of an autistic person and how having the seven cats has improved her well-being – as well as how the thought of them being forced away from her after all these years negatively affected her. I hope also that your council can see the benefit to both our daughter and the support the cats give her as well as the comfortable loving home these older/senior cats have and have always had with us.

I am appealing to you to finalize this matter and see it fit under the circumstance to allow the exception under the by-laws – to allow the seven cats that have been under our care long before coming to Welland to remain with us.

Yours Respectively

Rebecca Eaton

New Transit Operations Facility - Update

Edward Zahra - Manager, Welland Transit

Eric Czerniak - Associate Director, IBI Group



Overview



**Current Transit Operations
Facility**



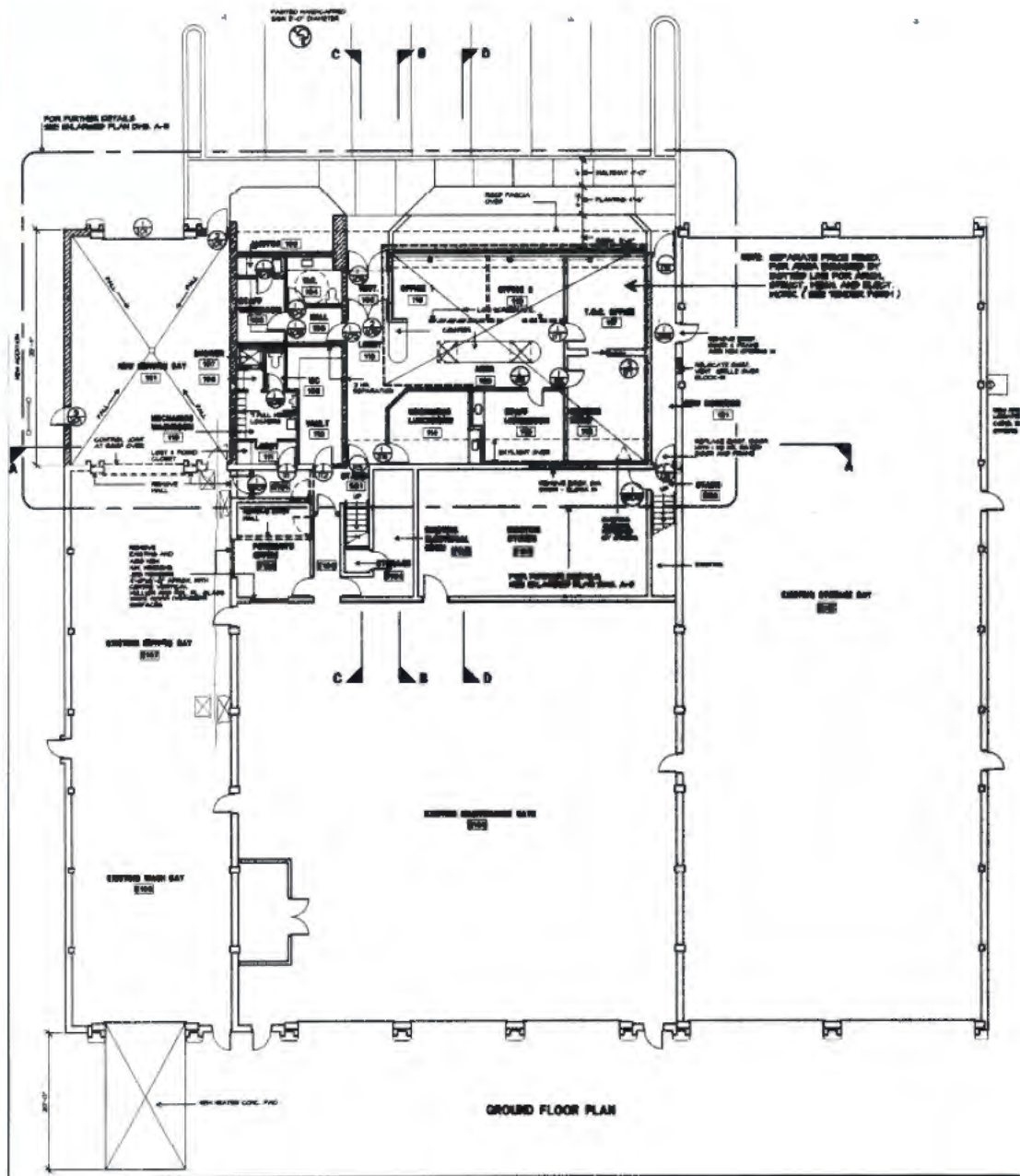
Initial Design Layout

Cost Breakdown

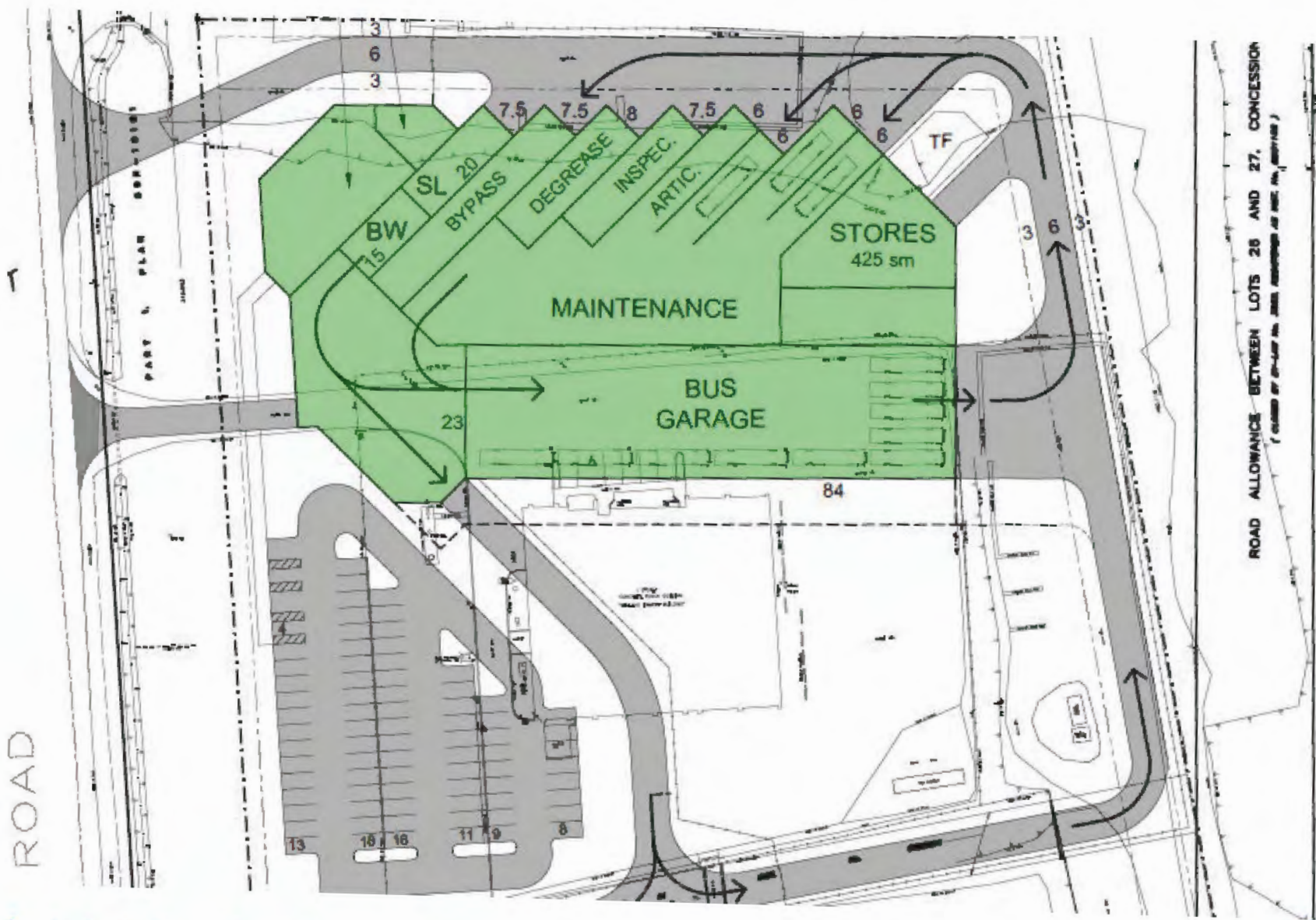


Redesigned Model

Cost Breakdown



Current Transit Facility Floor Plan

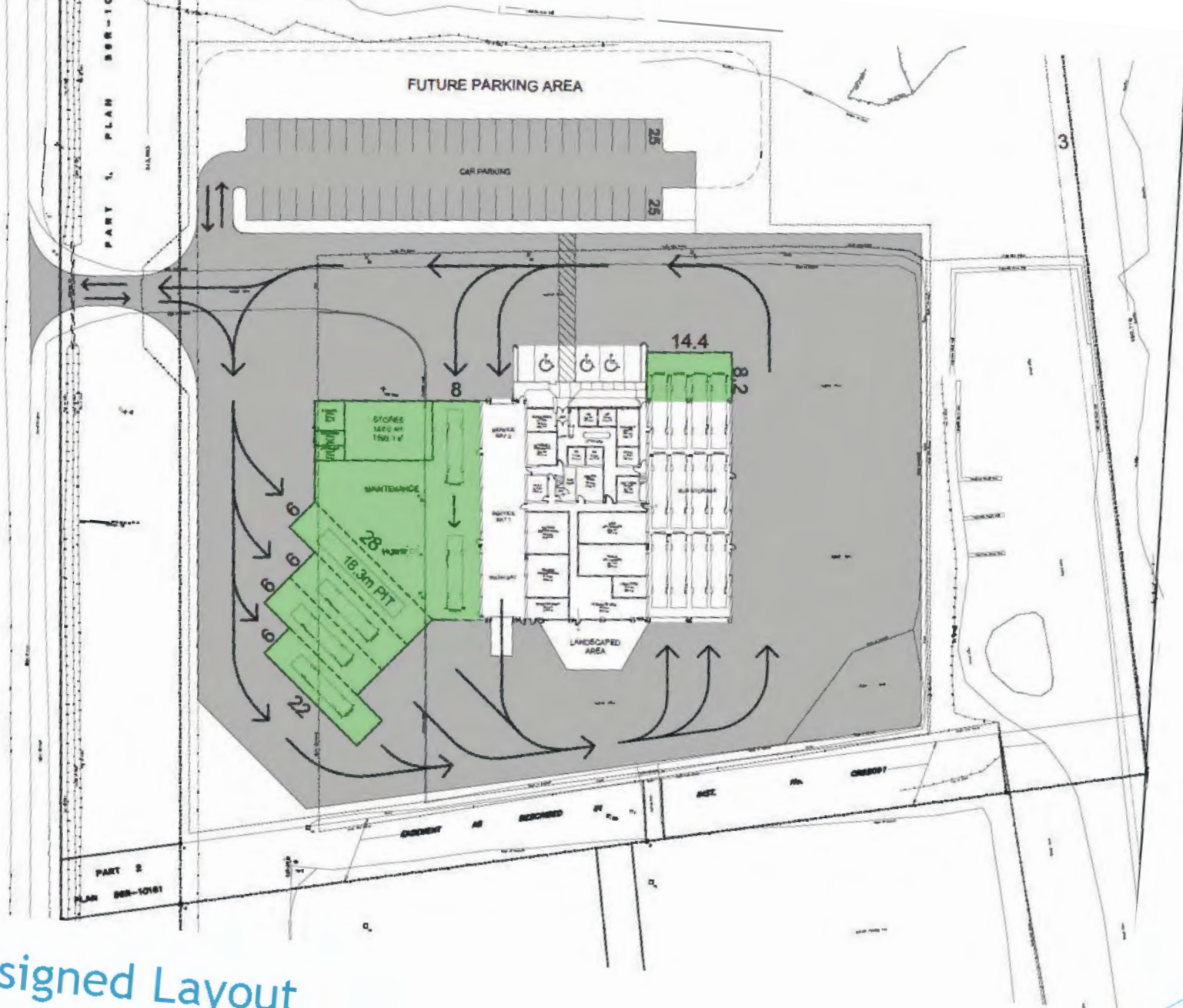


Initial Design Layout

Initial Design Cost Breakdown

		GFA:		71000 sq.ft.	
ITEM #	ITEM	# OF UNITS		COST PER UNIT	TOTAL
1	General Development Area at 75% (1.5ha; 3.5acres)	2.625	\$	750,000.00	\$1,968,750
2	Existing Building Demolition 16,500 sq.ft. (1,535 m2)	16500	\$	30.00	\$495,000
3	Bus Storage Garage 30,000 sq.ft.	30000	\$	215.00	\$6,450,000
4	Adming Office 6,000 sq.ft.	6000	\$	325.00	\$1,950,000
5	Bus Maintenance Area 35,000 sq.ft.	35000	\$	375.00	\$13,125,000
6		0			\$0
7		0			\$0
8	Sub-Total	71000	\$	337.87	\$23,988,750
9	GC General requirements	--		12%	\$2,878,650
10	Cost escalation until 2022			5%	\$1,199,438
11	Professional Design Services			10%	\$2,398,875
12	Inspection and Testing	LS		50000.00	\$50,000
13	Furniture	LS		100000.00	\$100,000
14	Permits Allowance \$/sq.m	7,000		14	\$98,000
15					
16	Design and Construction contingency	--		25%	\$5,997,188
Total					\$36,710,900

ROAD



Redesigned Layout

Redesigned Model Cost Breakdown

OPTION	Phased Construction Area 30000 sq.ft.	GFA:		30000 sq.ft.
ITEM #	ITEM	# OF UNITS	COST PER UNIT	TOTAL
1	General Development Area (1.0ha)	1	\$ 750,000.00	\$750,000
2	Existing Wash Bay Retrofit (2,500 sq.ft.)	2500	\$ 320.00	\$800,000
3	Bus Storage Addition 1,200 sq.ft.; 4 buses	1200	\$ 250.00	\$300,000
4	Bus Storage Renovation 5,500 sq.ft.	5500	\$ 200.00	\$1,100,000
5	Existing Admin Office Renovation 2,800 sq.ft.;	2800	\$ 275.00	\$770,000
6	New Admin Office Fit Out 4,000 sq.ft.	4000	\$ 150.00	\$600,000
7	Bus Maintenance Area and Stores 12,500 sq.ft.;	12500	\$ 400.00	\$5,000,000
8	Mainteannce Bay 4, 1500 sq.ft.	1500	\$ 400.00	\$600,000
9				\$0
10	Sub-Total	30000	\$ 330.67	\$9,920,000
11	GC General requirements	--	12%	\$1,190,400
12	Cost escalation until 2022		4%	\$396,800
13	Professional Design Services		9%	\$892,800
14	Inspection and Testing	LS	40000.00	\$40,000
15	Furniture	LS	100000.00	\$100,000
16	Permits Allowance \$/sq.m	3,000	14	\$42,000
17	Phasing Premium	LS	4%	\$396,800
18	Design and Construction Contingency	--	20%	\$1,984,000
	Total			\$14,962,800