

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into a Memorandum of Understanding with the
St. Lawrence Seaway Management Corporation Regarding the
Installation of Artwork on St. Lawrence Seaway Management Corporation Property

Whereas Section 8(1) of the *Municipal Act, 2001* (the Act) provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas at its meeting of April 23, 2024, Council approved the recommendations of Chief Administrative Office Report No. 2024-49 Subject: Memorandum of Understanding with the St. Lawrence Seaway Management Corporation (SLSMC); and

Whereas Council is desirous of entering into a Memorandum of Understanding with the SLSMC for the purposes of installing artwork on SLSMC property;

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

1. That The Corporation of the City of Port Colborne enters into an Agreement with the St. Lawrence Seaway Management Corporation (SLSMC), attached hereto as Schedule 'A', for the purposes of the installation of artwork on SLSMC property.
2. That the Mayor and Clerk are authorized to execute the documents that may be required for the purposes of carrying out the intent of this By-law and the Clerk is authorized to affix the Corporate Seal thereto.
3. That the Clerk is authorized to affect any minor modifications, corrections, or omissions, solely of an administrative, numerical, grammatical, semantical, or descriptive nature to this by-law or its schedules after the passage of this by-law.

Enacted and passed this _____ day of _____, 2024.

William C. Steele
Mayor

Carol Schofield
Acting City Clerk

Schedule A to By-law No. _____

Memorandum of Understanding (“MOU”)

between the

Corporation of the City of Port Colborne (“City”)

and

The St. Lawrence Seaway Management Corporation (“SLSMC”)

1. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to outline and clarify the responsibilities and expectations of each party as well as the next steps and estimated timelines related to the Vacancy Mural Pilot Project.

2. Overview

Staff in the Economic Development Department at the City of Port Colborne (“City”) are working with the by-law department to improve the appearance of vacant infrastructures in the City. The Vacancy Mural Pilot Project is an initiative which will focus on connecting local artists and vacant property owners to create temporary murals on SLSMC managed infrastructure facades.

At their November 9, 2023, meeting, Real Estate Business Development staff at the SLSMC approved a recommendation from their senior staff to work with City staff to beautify their vacant building located at the corner of Main Street East and Barber Avenue within the City.

3. Financial Considerations

The City will cover all the costs associated with the materials and maintenance required for the temporary murals.

4. Term

This Vacancy Mural Pilot Project will begin on January 22, 2024, and will be terminated upon the request of the SLSMC, or at the time when the temporary murals show natural wear and tear.

5. Responsibilities

It is understood that the City will:

- a) coordinate this Vacancy Mural Pilot Project with the local mural artist(s);
- b) arrange for pickup and delivery of materials to artist(s);
- c) pickup of finished temporary murals and delivery to vacant property;
- d) coordinate installation efforts with SLSMC staff;

The SLSMC:

- a) will provide the dimensions of all windows which are part of the proposed vacant property;
- b) unilateral rights to review, approve and decline any of the images placed on their infrastructure;
- c) reserves the right to terminate the project at any time, and for any reason;
- d) will be responsible for the installation of the murals on the property in question;
- e) rights to remove and maintain in the event that the mural is defaced.

6. This MOU may be electronically executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one document.

Signed:

Corporation of the City of Port Colborne

Name:

Title:

Date: _____ Signature: _____

Name:

Title:

Date: _____ Signature: _____

The St. Lawrence Seaway Management Corporation

Name:

Title:

Date: _____ Signature: _____