

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an
Agreement with the Niagara Region for the installation of a
Road Weather Information System unit on City 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. 2024-76 Subject: Installation of Regional RWIS Equipment on City Property; and

Whereas Council is desirous of entering into an agreement with the Niagara Region for the purposes of a Memorandum of Understanding to install a RWIS unit on City 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 (City) enters into an Agreement with the Niagara Region, attached hereto as Schedule 'A', for the purposes of the installation of a Road Weather Information System unit on City 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

ENCROACHMENT AND LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023.

BY and BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called the "**City**")

OF THE FIRST PART

- AND -

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "**Niagara Region**")

OF THE SECOND PART

RECITALS:

- A. **WHEREAS** Niagara Region is the registered owner of the following roadway being Regional Road 5 (Killaly Street West) located in the City of Port Colborne:
- Lot 212, 218, 246, 247, 258, 259, 282, 298, 316, 336, 348, Part Lot 171-177, 209-211, 213-217, 219, 220, 244, 245, 256, 257, 260, 280, 281, 283, 284, 296, 297, 299, 300, 314, 315, 317,318, 334, 335, 337, 338, 343-347, 349, 350, 370-379, 403-410, Plan 830, Part St. Clair Street, Plan 830, Part Superior Street, Plan 830, Part St. John Street, Plan 830 Part Huron Street, Plan 830, Part Ontario Street, Plan 830, Part Simcoe Street, Plan 830, Part Hudson Street, Plan 830, Part Port Colborne Drive, Plan 830, Part Mellanby Avenue, Plan 775 (Closed by VH2863), Part Lot 33, Plan 775, Part Lot 17, Plan 769, Part Lot 27 & 28, Concession 2 Humberstone, Part Road Allowance between Concession 1 & 2 Humberstone, Parts 8-13, Plan 59R-11828 being Part of Killaly Street West, City of Port Colborne being all of the lands in PIN 64149-0219 (LT) (hereinafter referred to as the "**Regional Roads 5**");
- B. **AND WHEREAS** the City represents being the registered owner of land legally described as:
- Lots 136, 137, Part Lots 128-131, Plan 830, Part Lots 132-135, 169-174, 178, 179, 207, 208, 209, 219-221, 244, 245, 260, Plan 830, Part St. Clair Street, Plan 830, Part Kawartha Street, Plan 830, Part Superior Street, Plan 830 (Closed by VH2863) being Parts 2, 3, 4, 5 & 6 on 59R-13924; City of Port Colborne, Regional Municipality of Niagara, P.I.N. 64149-0218 as shown on Schedule "A" attached hereto (hereinafter referred to as the "**City Lands**");
- C. **AND WHEREAS** Niagara Region has requested the City permit certain improvements to cause an encroachment upon a portion of City Lands, as set out in Schedule "A" (hereinafter referred to as the "**Encroachment**");
- D. **AND WHEREAS** the Encroachment shall be used only for the purpose permitted by this Agreement (the "**Purpose**");
- E. **AND WHEREAS** commencing upon full execution by the parties (the "**Effective Date**"), the City has agreed to permit the Encroachment pursuant to the terms and conditions of this Agreement;
- F. **AND WHEREAS the** City agrees to grant Niagara Region a License (hereinafter defined) so that Niagara Region may construct, install and/or maintain as applicable, the Encroachment on the Encroachment Area (hereinafter defined) pursuant to the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual covenants and agreements hereinafter set out, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rights Granted

- 1.1 **Permission to Encroach.** The City hereby grants Niagara Region permission to allow the Encroachment within a portion of the City Lands, that is described in the

attached Schedule "A", (hereinafter referred to as the "**Encroachment Area**"). The Encroachment Area is limited to the size of the Encroachment as identified on Schedule "A".

- 1.2 **Entry.** As of the Effective Date, the City hereby grants Niagara Region, including its employees, agents, consultants and contractors, permission to enter the Encroachment Area, using adjacent City lands occupied by a parking lot, in strict accordance with the terms and conditions set forth in this Agreement.
- 1.3 **License.** Subject to the provisions hereinafter, the City hereby grants Niagara Region a non-exclusive license to use the Encroachment Area solely for the Purpose set out in the attached Schedule "A".
- 1.4 NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS GIVING THE NIAGARA REGION ANYTHING MORE THAN THE RIGHTS GRANTED UNDER SUBSECTIONS 1.1, 1.2 AND 1.3 ABOVE AND NOTHING HEREIN GIVES THE NIAGARA REGION ANY EASEMENT, TITLE, RIGHT OR INTEREST IN THE CITY LANDS.

2. Term.

- 2.1 Subject to the provisions set out in Appendix 1 and the Schedules attached hereto, the City permits Niagara Region to have the Encroachment remain from the Effective Date until this Agreement is terminated as contemplated by Section 7 in Appendix 1.

3. Fees.

- 3.1 An Annual License Fee does not apply for this Agreement.

4. **Notices.** Any written notice given or required under this Agreement shall be deemed to be sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, sent by facsimile transmission, or in the case of notice to Niagara Region if sent by email, addressed as follows:

In the case of the City:

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, Ontario L3K 3C8

Attention: **TBD**
Facsimile: **TBD**

In the case of Niagara Region:

The Regional Municipality of Niagara
P.O. Box 1042, 1815 Sir Isaac Brock Way
Thorold, ON L2V 4T7

Attention: Director, Legal and Court Services
Fax: 905 685 7931

or to such other address or number of which either party may from time to time notify the other in writing.

If any such notice is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered by hand, on the next business day if transmitted by facsimile transmission, and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid. If any such notice is given by email only it shall be deemed delivered on the next business day.

5. The Agreement between the parties is comprised of the following documents, which are collectively referred to as the "Agreement" and attached hereto:
 - a. This Agreement;
 - b. Appendix 1 - Insurance and Additional Terms and Conditions; and

- c. Schedule “A” – The Encroachment Details and Specific Encroachment Provisions, inclusive of Documents, if any, incorporated by reference.

Any ambiguity, conflict or inconsistency between or among the documents comprising the Agreement will be resolved by giving precedence to the express terms of the documents in the order in which they appear above. Provided that if a provision within a listed document expressly references this Section 5 and states that the identified provision within the listed document shall prevail in the event of conflict with a preceding document listed above, then the identified provision shall prevail to the extent it conflicts with provisions of the identified preceding document.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF Niagara Region has on the _____ day of _____, 2023, executed this Agreement.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____
Name: Terry Ricketts, P.Eng.
Title: Commissioner of Public Works
I have authority to bind the municipal Corporation.

IN WITNESS WHEREOF the City has on the _____ day of _____, 2023, executed this Agreement.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per: _____
Name: _____
Title: _____
I have authority to bind the municipal Corporation.

Appendix 1 – Terms and Conditions

1. Interpretation.

- 1.1 **Recitals.** The recitals herein are true and accurate.
- 1.2 All monetary amounts set out hereinafter shall be in Canadian dollars.
- 1.3 **Severability.** Should any of the terms of this Agreement be found to be illegal, unenforceable or ultra vires by a court of competent jurisdiction, then those terms so found shall be severable from this Agreement and the remaining terms herein shall continue in full force and effect.

2. Registration of Encroachment on City Lands.

- a) The City acknowledges and agrees that as of the Effective Date, Niagara Region shall have the right to register this Agreement, in accordance with the Land Titles Act, R.S.O. 1990, c. L.5, against title to the City Lands at Niagara Region's sole cost and expense. The City shall take all such actions as may be requested by Niagara Region to facilitate such registration.
- b) The parties agree that should this Agreement not be accepted by the Land Registry Office with the contents included in Schedule "A", the parties agree they may be removed from the registered copy to facilitate registration and shall stand alone as part of this Agreement incorporated by reference thereto.
- c) Such registration shall be subject to deletion from title with the express written consent of the City or upon Termination of this Agreement.

3. Representations and Warranties.

- 3.1 **General.** Niagara Region expressly represents, warrants and agrees as follows:
- a) the person signing this Agreement on behalf of Niagara Region is authorized and duly empowered to do so;
- b) Niagara Region is not party to any contract, the terms of which would prohibit or restrict Niagara Region from entering into any of the obligations assumed, liabilities imposed or restrictions accepted by Niagara Region under this Agreement.
- 3.2 **Improving and Maintaining the Encroachment Area.** In carrying out work and maintaining the Encroachment, Niagara Region shall comply with all applicable laws. Niagara Region further agrees to handle and dispose of all materials in accordance with all applicable laws.
- 3.3 **Liens.** Niagara Region shall promptly pay for all materials and services supplied and work done in respect of the Encroachment and do all things necessary so as to ensure that no lien or other charge or claim therefor, or certificate of action in respect thereof (any of which is called a "Lien" in this Subsection 3.3) is claimed or registered against any portion of the Encroachment Area or against the City's interest therein. If any such Lien is claimed or registered against the Encroachment Area, Niagara Region shall cause it to be discharged or vacated at its sole expense within thirty (30) days thereafter, failing which The City, in addition to any other right or remedy of the City, may, but shall not be obligated to, cause the Lien to be discharged or vacated by paying the amount claimed to be due together with any other required amounts into court and the amounts so paid and all expenses of the City, including without limitation, legal fees (on a substantial indemnity cost basis) shall be paid by Niagara Region to the City within thirty (30) days written notice thereof.
- 3.4 **Permitted Use of Encroachment Area.** Niagara Region expressly represents, warrants and agrees to:

- a) occupy and use the Encroachment Area solely for the Purpose stipulated in this Agreement;
- b) not enlarge the footprint of the Encroachment without first receiving the written authorization of the City, the authorization of which may be unreasonably withheld;
- c) at its sole cost and expense, comply with all laws, by-laws, ordinances, regulations, and directives of any public authority having jurisdiction affecting the Encroachment Area or the use or occupation thereof;
- d) at its sole cost and expense, immediately clean up any contaminant at, from, or to the Encroachment Area and affected areas, that the Licensee has, through its use or occupancy of the Encroachment Area, caused or permitted a release of;
- e) at its sole cost and expense, operate and maintain the Encroachment Area and keep the same in a good state of repair, both structurally and cosmetically;
- f) not do or suffer any waste or damage, disfiguration or injury to the Encroachment Area or any part(s) thereof;
- g) not use or permit the Encroachment Area or any part(s) thereof for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business; or
- h) not cause or permit any nuisance in, at, or on the Encroachment Area
- i) access the Encroachment Area by using the adjacent City owned parking lot.

4. Maintenance and Repair of Encroachment Area.

- 4.1 The City may, at any time and from time to time, notify Niagara Region in writing that certain work be carried out on, above or below ground of the Encroachment Area that the City reasonably considers appropriate to maintain the Encroachment Area in a good state of repair. Upon receipt of such written notice, Niagara Region shall take steps to commence all work described therein and shall have such work completed to the satisfaction of the City within the time period stipulated in such written notice or such other time period the parties may agree upon.
- 4.2 Niagara Region shall ensure that the Encroachment does not interfere with the free and safe passage of persons using the City Lands.

5. Construction of Encroachment. If the Encroachment is not pre-existing at the Effective Date,

- 5.1 Niagara Region shall not construct or establish the Encroachment until the Agreement has been registered on title. The construction of the Encroachment shall be the sole cost of Niagara Region.
- 5.2 Niagara Region agrees that during any construction work relating to the Encroachment it shall take all necessary precautions to avoid dust, noise and other nuisances and to provide for the safety of the public.
- 5.3 The location of the Encroachment and approval for the plans for the Encroachment shall be authorized by the in advance. This fact shall in no way affect, discharge or modify any liability, requirement or obligation of the Licensee under this Agreement.
- 5.4 The Licensee shall comply with all additional requirements regarding construction as set forth in Schedule "A".

6. **City Right of Entry on Encroachment Area.** The City and its employees, agents, consultants and contractors may from time to time enter the Encroachment Area for the purposes of installation, maintenance and repairs of municipal services, whether above or below ground. In such cases the City shall give Niagara Region at least three (3) business days' written notice of the anticipated entry and Niagara Region will take all reasonable steps to facilitate the City's work.

7. **Termination.**

7.1 **Termination for Convenience.**

- a) This Agreement may be terminated upon the mutual signed agreement of the Parties.

7.2 **Niagara Region's Default.**

- a) Should Niagara Region be in default of any of its warranties, representations, agreements and/or obligations set out herein the City may issue Niagara Region with a **Written Notice of Default** wherein City sets out the nature of the default and provides Niagara Region with an opportunity to remedy such default, the timing of which will depend on the severity of the default, as solely determined by the City acting reasonably, and which period shall be specified in the Written Notice of Default.
- b) If the City issues a Written Notice of Default as contemplated by Subsection 7.2 a) and should Niagara Region fail to:
 - (i) remedy such default to the reasonable satisfaction of the City within the time period provided to remedy the default in the Written Notice of Default, provided the time period specified by the City in the Written Notice of Default is equal to or less than fifteen (15) days, or;
 - (ii) provide evidence to the City, within fifteen (15) days' of issue of the Written Notice of Default, of its reasonable efforts to remedy such default (the sufficiency of such evidence shall remain at the sole reasonable discretion of the City) in the event the time period specified by City in the Written Notice of Default to remedy such default is greater than fifteen (15) days and thereafter complete remedying such default within the time period provided in the Written Notice of Default and to the reasonable satisfaction of the City,

Then the City may at its sole discretion and acting reasonably, without incurring any penalty, expense or cost, immediately terminate this Agreement.

7.3 **Immediate Termination.** This Agreement can be terminated immediately, notwithstanding Subsections 7.1 and 7.2 above:

- a) by the City, if Niagara Region abandons the Encroachment or removes the Encroachment from the Encroachment Area without notifying the City of its intent to replace it;
- b) by the City, if the City needs to use the Encroachment Area to construct, install or undertake any municipal services or public purposes that are otherwise inconsistent with the Encroachment;
- c) by Niagara Region, if the Encroachment be substantially destroyed and Niagara Region has no intent to replace it; and
- d) by the City, if Niagara Region fails to meet its obligations set out in Subsection 3.4d).
- e) the City transfers any interest in the City's Lands.

8. Niagara Region Obligations Following Termination.

8.1 Niagara Region acknowledges and agrees, upon termination of this Agreement:

- a) Niagara Region shall cause the Encroachment to be removed from Encroachment Area, at Niagara Region's sole cost and expense, and restore the Encroachment Area to a condition that existed prior to the placement of the Encroachment to the satisfaction of the City;
- b) Niagara Region shall authorize and direct its solicitor to remove this Agreement from title on the City Lands and Regional Road 5, failing which the City may effect same and recover such costs from Niagara Region.

9. **Insurance.** Niagara Region shall, during and throughout the entire Term, and until such time as Niagara Region has complied with Section 8.1, at its sole cost and expense, take out and maintain in full force and effect insurance and provide evidence of same in accordance with the minimum requirements set out in this Section.

9.1 **Commercial General Liability Insurance** insuring Niagara Region and covering the Encroachment Area and all permitted uses thereof by Niagara Region as described in the Agreement to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence. This policy will be extended to include:

- a) bodily injury, death and property damage;
- b) cross liability and severability of interest;
- c) blanket contractual;
- d) premises and operations;
- e) personal and advertising injury;
- f) products and completed operations;
- g) owner's and contractors protective; and
- h) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000).

Such policy shall be endorsed to:

- include the City as an Additional Insured, and
- contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policy or coverage affecting the Additional Insured or cancellation of coverage before the expiration date of foregoing policy.

9.2 **Other Insurance.** Any other type of insurance as identified in Schedule "A" or as otherwise may be required from time to time as identified at any time by either party.

9.3 **Policy Requirements.** All policies of insurance shall:

- be written with an insurer licensed to do business in the Province of Ontario;
- be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Niagara Region.

9.4 **Policy Limits.** The City, by written notice (hereinafter referred to as the "Notice of Limit Increase"), may in its sole discretion (but is not obligated to) require Niagara Region to increase the limits of insurance required by this Section as reasonably determined by the City. If Niagara Region refuses to increase the limits as required by the Notice of Limit Increase within one (1) month of delivery of said Notice of Limit Increase, the City may in its discretion treat the Notice of Limit Increase as a notice to terminate the Agreement as a Default under Subsection 7.2.

9.5 **Certificates of Insurance.** Certificates of insurance originally signed by authorized insurance representatives shall be delivered to the City with a copy of the executed Agreement on a form of Certificate of Insurance that is acceptable to the City.

If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), Niagara Region acknowledges and agrees that the City is fully entitled to treat any such Certificate as an original and that

Niagara Region will be responsible for the accuracy and validity of the information contained therein. If required by the City, certified copies of all the policies required herein shall be delivered to the City. All subsequent policy renewals and certificates of insurance thereafter shall be forwarded to the City within fifteen (15) days of their renewal date.

10. Indemnity.

10.1 Niagara Region hereby covenants to indemnify and save harmless the City, its elected officials, officers, employees, successors, assigns, agents, and the parties for whom they are responsible at law (hereinafter called "the Indemnitees"), of and from any and all claims, demands, actions, causes of action and other proceedings, and for damages, costs and expenses, including legal fees and costs, which the Indemnitees or any of them may bear, suffer or be put to by reason of any loss or damage, including damage to property or injury or death to any person arising directly or indirectly out of or as a consequence of the presence of the Encroachment on the City's Lands; the condition or state of repair of the Encroachment; the use of the Encroachment Area by Niagara Region; or the breach of any of the provisions of this Agreement by Niagara Region, its directors, officers, employees, successors, assigns, agents, and the parties for whom they are responsible at law, and without limiting the foregoing, any negligent act or omission by Niagara Region, its directors, officers, employees, successors, assigns, agents, and the parties for whom they are responsible at law, which causes or contributes to any such injury, damage or loss.

10.2 Should the City, by virtue of having entered into this Agreement or of carrying out any of the work or actions contemplated hereunder, be made a party to any litigation commenced against Niagara Region, Niagara Region shall protect, indemnify and hold the City completely harmless in connection with such litigation. The City shall provide Niagara Region with prompt written notice of any such claims and shall provide Niagara Region with such information and assistance as may be required to defend such claim.

11. **Release and Waiver.** Niagara Region hereby remises, releases and forever discharges the City and its Indemnitees, of and from any and all claims, actions, causes of action and other proceedings and any liability for damages, costs and expenses for or relating to any loss that Niagara Region may suffer arising out of or occasioned by the presence upon the City Lands of the Encroachment, the condition or state of repair of the Encroachment, the condition or state of repair of the City Lands, or the requirement to remove the Encroachment, and Niagara Region covenants not to bring any such claim, demand, action or other proceeding against any other person or persons who might claim contribution or indemnity therefor over against the City and its Indemnitees.

12. **Successors.** This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

13. Assignment.

13.1 This Agreement shall not be assigned or transferred by Niagara Region without the express written consent of the City. Niagara Region agrees and acknowledges that City may unreasonably withhold or delay such consent:

a) should the Niagara Region fail to:

- (i) maintain and provide evidence of insurance as required by Section 9 at any time during the Term of this Agreement, and/or otherwise
- (ii) meet any, or any part of, of its obligation herein as of the date of assignment or transfer, and/or

b) should Niagara Region and permitted assignee/transferee fail to enter into a written assumption agreement, the contents are which are satisfactory to the City.

13.2 The City shall revoke consent to Niagara Region's assignment or transfer provided pursuant to Subsection 13.1 of this Agreement, should the permitted assignee/transferee fail to provide evidence of the insurance coverage required by Section 9 of this Agreement.

14. **Survival.** The provisions of Subsection 3.4d), Sections 8, 10, 11, 12, and 15 shall survive the expiration or termination of this Agreement.
15. **Governing Law.** This Agreement shall be governed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada.
16. **Time of the Essence.** Time is of the essence in all respects of this Agreement.
17. **Execution in Counterparts: Delivery of Signature Pages.** This Agreement may be executed and delivered in one (1) or more counterparts with the same effect as if both Parties had signed and delivered the same copy, and when each party has executed and delivered a counterpart, all counterparts together constitute one (1) Agreement. The parties agree that delivery of a copy of this Agreement by facsimile or email containing PDF copy is good and sufficient delivery.

[Remainder of page left intentionally blank]

**Schedule “A”
Encroachment Area and Specific Encroachment Provisions**

The Encroachment

A twenty (20) foot tower placed on six (6) feet by six (6) feet +/- concrete pad situated within the Encroachment Area.

The Encroachment Area

The Encroachment Area is approximately 29.3 square meters (315 square feet) being located within the hatched area on the illustration attached to this Schedule “A”.

The Purpose

The installation of and continued maintenance of the tower and the road weather information system equipment.

Specific Provisions

- The Encroachment Area shall not extend beyond the current location.
- The Encroachment Area is to be kept in a neat and orderly manner and maintained to such standards acceptable to the City. The only improvements to the Encroachment Area permitted to facilitate the use of the Encroachment Area shall be the improvements in place at the Effective Date of this Agreement or such other improvements that the City may in its sole discretion permit by written consent in the future.
- Niagara Region has the option to install fencing and a gate to a standard acceptable to the City and to maintain the said fence and gate in good condition throughout the term of this Agreement.
- Niagara Region to install a concrete pad for the placement of a twenty (20) foot tower.
- Niagara Region to source power from Niagara Region’s traffic cabinet within the intersection to the tower. The purpose of this underground power cable is to provide electricity to the equipment on the tower.
- Niagara Region will dig a trench and bury the power cable which is to remain for the duration of the Agreement. The power cable will be removed upon termination of the agreement.
- All structures shall at all times remain the property of Niagara Region.

Insurance

In addition to the insurance set out in Section 9, Niagara Region shall during and throughout the entire Term, at its sole cost and expense, maintain and provide evidence of the following insurance to the City.

Property Insurance

Property insurance upon all improvements and contents owned by Niagara Region or for which Niagara Region is legally liable, or which is installed by or on behalf of Niagara Region, and which is located in or about the Encroachment Area including, but not limited to, fittings, installations, alterations, additions, partitions, trade fixtures, and anything in the nature of an improvement in an amount of no less than full replacement cost.

Schedule “A”
Illustration of Encroachment Area

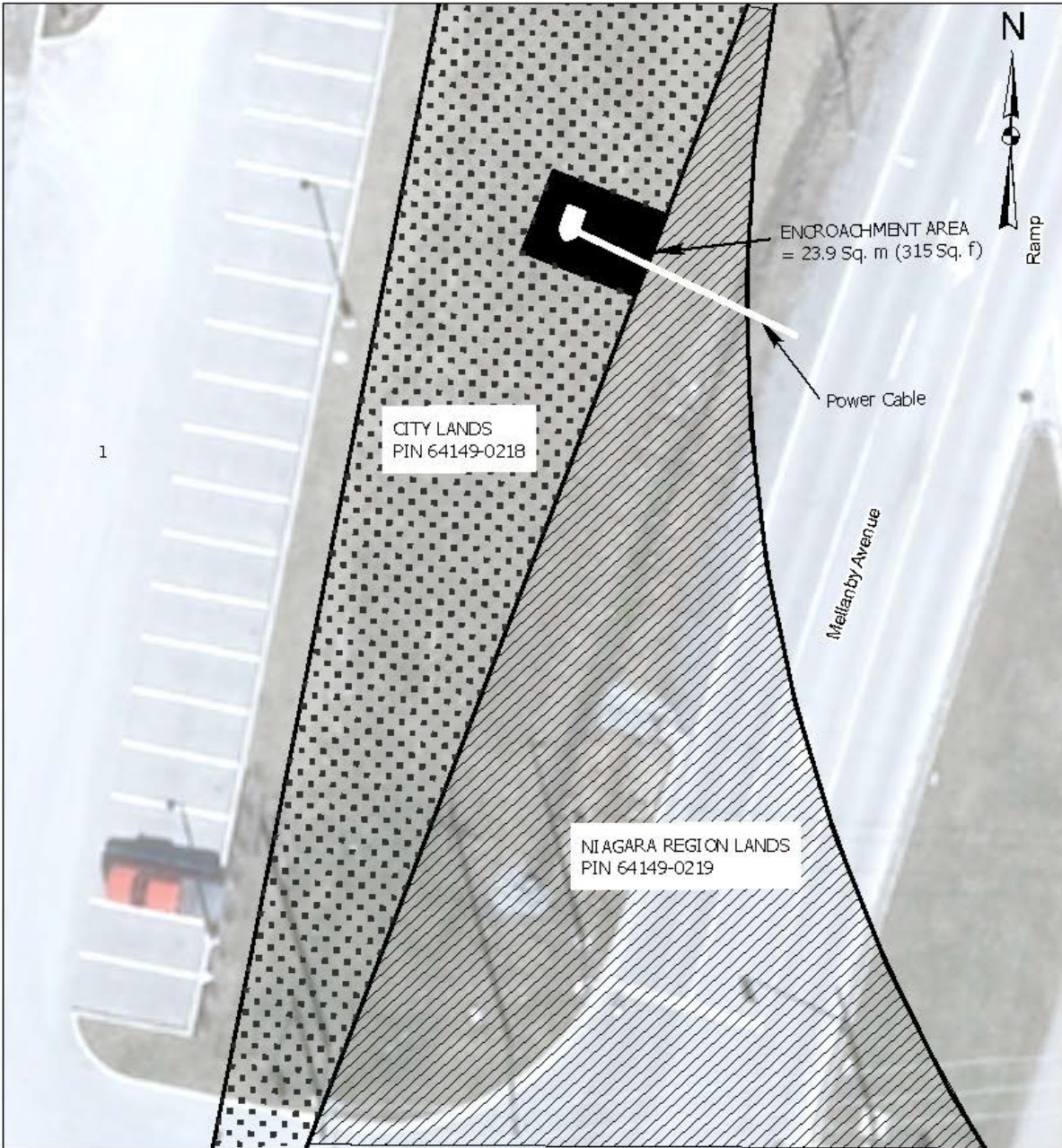


ILLUSTRATION SHOWING APPROXIMATE LOCATION OF ENCROACHMENT AREA
No. 1 KILLALY STREET WEST, CITY OF PORT COLBORNE

- DENOTES ENCROACHMENT AREA
- DENOTES REGION LANDS
- DENOTES CITY LANDS

DISCLAIMER

This map was compiled from various sources and is current as of 2023.
The Region of Niagara makes no representations or warranties whatsoever, either expressed or implied,
as to the accuracy, completeness, reliability, and currency or otherwise of the information shown on this map.
© 2023 Niagara Region and its suppliers. Projection is UTM, NAD 83, Zone 17, Air Photo (Spring 2020)

CAUTION:
- This is not a Plan of Survey
- The licensed land limits have been compiled from office records
and the shown measurements are approximate.



Scale = 1:250m



Transportation Services
Surveys & Property Information
IR-23-103 Date: 2023-11-02