



Oshawa Port Authority

Administration Portuaire
d'Oshawa

December 3, 2018

The Honourable Marc Garneau
Minister of Transport
Transport Canada
330 Sparks Street Ottawa, ON
K1A 0N5

Sent Via: Online submission at <https://letstalktransportation.ca/ports-modernization-review> and email to guillaume.vincent@tc.gc.ca

Dear Minister Garneau:

Re: Transport Canada Ports Modernization Review Oshawa Port Authority Submission

Please find enclosed the Oshawa Port Authority Ports Modernization Review Submission dated December 3, 2018 along with attachments.

Sincerely,



Donna Taylor
President & CEO/Harbourmaster
Oshawa Port Authority



Oshawa Port Authority

**Administration Portuaire
d'Oshawa**

Ports Modernization Review:

**Submission by the
Oshawa Port Authority**

**Oshawa ON
December 3, 2018**

PORTS MODERNIZATION REVIEW
Submission by the Oshawa Port Authority
December 3, 2018

The Oshawa Port Authority is in receipt of, and has reviewed the Discussion Paper: Ports Modernization Review. The Oshawa Port Authority appreciates the Government's initiative and supports the Government's efforts to update the Canada Marine Act to better reflect the reality of our business environment today.

The Oshawa Port Authority actively participated in the preparation of the Association of Canadian Port Authorities (ACPA) Submission Paper and agrees with the consensus position put forward. Therefore, there is no need for the Oshawa Port Authority to address each and every Review Stream.

Rather, the Oshawa Port Authority's comments will focus only on Review Stream 3 – Sustainability and Port Communities because of that section's particular relevance to the Port of Oshawa.

REVIEW STREAM 3 – SUSTAINABILITY AND PORT COMMUNITIES

It became apparent during our many roundtable discussions on the ACPA submission paper that most, if not all, Port Authorities already participate in meaningful contributions to their communities and strive for mutually beneficial and respectful relationships with their local constituents and their Councils.

The Oshawa Port Authority works diligently with our City and Regional Councils to ensure, to the extent possible, that our respective mandates complement each other and development occurs in a manner beneficial to the Region as a whole. Cooperation between the Oshawa Port Authority and the Economic Development departments of both the City and the Region has resulted in a major investment by Triad Metals in the City of Oshawa. Triad was attracted by the Port of Oshawa to handle their steel imports and consequently purchased a large acreage and built a 700,000 square foot warehouse, providing the City of Oshawa with taxable assessment and job creation. This is an excellent example of the Port being a local economic generator.

You will have received a submission from the City of Oshawa. A copy of that submission is attached for ease of reference. The Oshawa Port Authority was made privy to this document prior to its submission to Council for approval and was gratified to see mention of our Land Use, Development and Municipal Services Agreement. We have attached a copy of this document to our submission as well because we believe that it stands as a good example for other Port Authorities to follow. Because of this Agreement, our relationship with Council has been expanded upon, as the City refers to our increased staff meetings and the Board of Directors' meetings with the Mayor.

As a member in good standing of Green Marine the Oshawa Port Authority participates in a rigorous self-evaluation process which also addresses some of the City's comments such as greenhouse gas

emissions. New projects at the port are required to submit extensive proof of their air and water quality controls.

The Oshawa Port Authority was very proactive in the late 1990's in providing a 120 metre buffer zone between port operations and a Provincially significant wetland, the Oshawa Second Marsh. This zone runs the entire length of our property and is protected from development and public intervention and effectively cushions the wildlife from the impacts of port operations. Other properties surrounding the Marsh only offer a 60 metre buffer zone.

In addition to strengthening our relationship with governing bodies, the Oshawa Port Authority also reaches out to the businesses in the Region through a very active participation in the Oshawa Chamber of Commerce events and programs. We also partner with the Oshawa Community Museum and the port was featured in a year- long exhibition which was well received by the general public.

The Oshawa Port Authority makes financial contributions to many local charities, teams and fundraising efforts and our brand on these occasions is "Your Community Port". Our resources are limited so these are not large contributions but they are wide spread across the community. This does bring us to reference the ACPA recommendation to "Allow each port authority to retain its Gross Revenue Charge in a controlled allotment, from which the port would invest in community-benefiting ...". Please see page 29 of the ACPA submission. We would appreciate being able to direct more funding to community related initiatives and public awareness of the port.

The Oshawa Port Authority reiterates our support of the Ports Modernization Review and thanks you for the opportunity to participate.

Respectfully Submitted December 3, 2018. Oshawa Port Authority

Attachments:

Land Use, Development and Municipal Services Agreement between Oshawa Port Authority and City of Oshawa.

City of Oshawa submission to Ports Modernization Review, City Report Number DS-18-218

Land Use, Development and Municipal Services Agreement

**AMENDMENT TO LAND USE, DEVELOPMENT
AND MUNICIPAL SERVICES AGREEMENT
(Extension of Term)**

THIS AGREEMENT is made as of the 15th day of July, 2015.

BETWEEN:

OSHAWA PORT AUTHORITY ("OPA")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF OSHAWA ("City")

OF THE SECOND PART

WHEREAS:

- A. Oshawa Harbour Commission ("OHC") operated the Port of Oshawa ("Port"), an industrial port within the City of Oshawa and the Region of Durham;
- B. On July 15, 2010, OHC and the City struck a Land Use, Development and Municipal Services Agreement ("LUDMS Agreement") with a term of five (5) years commencing July 15, 2010;
- C. On January 25, 2012, OHC was continued as a port authority within the meaning of the *Canada Marine Act* under the name, Oshawa Port Authority ("OPA") and, accordingly, acquired by operation of law all of the rights and obligations of the OHC, including, without limitation, those contained in the LUDMS Agreement;
- D. OPA is responsible to operate the Port and to administer the Crown's real property at the Port in accordance with applicable federal laws;
- E. On June 29, 2015, the City's Council adopted the recommendation of the City's Development Services Committee as follows:
 - 1. "That the Oshawa Port Authority be advised that the City has no objection to a five-year extension to the term of the Land Use, Development and Municipal Services Agreement dated July 15, 2010 in the event the Oshawa Port Authority desires such an extension or has no objection to an extension; and

2. "That the Mayor and Clerk be authorized to execute any required agreement to give effect to the extension referred to in Part 1 above in a form acceptable to the City Solicitor and Commissioner of Development Services"; and
- F. On June 25, 2015, OPA authorized a five (5) year extension of the term of the LUDMS Agreement.

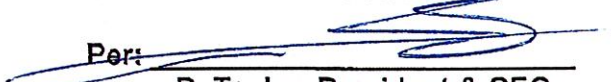
NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

1. The text of subsection 15.1 is deleted and the following text is substituted:


"The term of this Agreement shall be for a period of ten (10) years commencing as of the 15th day of July, 2010."
2. Except as modified by this Agreement, all other terms and conditions of the LUDMS Agreement remain unchanged and in full force and effect.

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

OSHAWA PORT AUTHORITY


Per: 

D. Taylor, President & CEO

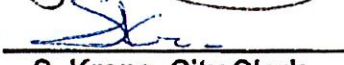
Per: 

G. Valcour, Chairman

THE CORPORATION OF CITY OF OSHAWA

Per: 

J. Henry, Mayor

Per: 

S. Kranc, City Clerk

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LAND USE, DEVELOPMENT AND MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the 15th day of July, 2010.

BETWEEN:

OSHAWA HARBOUR COMMISSION ("OHC")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF OSHAWA ("City")

OF THE SECOND PART

WHEREAS:

- A. The OHC operates the Port of Oshawa ("**Port**"), an industrial port within the City of Oshawa and the Region of Durham;
- B. The Minister of Transport intends to continue the OHC as a port authority within the meaning of the *Canada Marine Act* to be named "Oshawa Port Authority";
- C. On such continuance Oshawa Port Authority will acquire by operation of law all of the rights and obligations of the OHC, including, without limitation, those contained in this Agreement;
- D. The OHC is responsible and, upon its continuance, Oshawa Port Authority, will be responsible to operate the Port and administer the Crown's real property at the Port in accordance with applicable federal laws;
- E. The City and the OHC are both committed to the economic development of the Oshawa Harbour area and Durham Region, the provision of employment, the efficient movement of goods and people, and the preservation of the Port as an industrial port;
- F. The City agrees to encourage the modernization, economic development, and expansion of the Port and agrees to cooperate with all levels of

government to maximize the economic, industrial and commercial potential of the Oshawa Harbour;

- G. The City acknowledges that it is the intention of the Minister of Transport and the OHC, that the Crown will take title to those lands at the Port registered in the name of the OHC prior to the issuance of the letters patent that will establish Oshawa Port Authority, and that Oshawa Port Authority will manage all the Crown's real property at the Port;
- H. The OHC and the City each acknowledge the independence of the other and the obligation of each to act in a manner consistent with its respective enabling legislation;
- I. The City and the OHC wish to cooperate and establish meaningful consultations between them in respect of land use, land development and municipal services in the Oshawa Harbour area, and to establish an ongoing liaison framework for that cooperation and consultation;
- J. This Agreement contains commitments that are being made by each of the Parties in a spirit of cooperation, and is based on the belief that these commitments will be of mutual benefit to the parties;
- K. The City and the OHC acknowledge the importance of each to the other, the necessity for a good, effective and successful working relationship between them and commit to this Agreement to guide that relationship;
- L. On April 22, 2010, by Resolution No. 256 the Council of the City of Oshawa authorized the City to enter into this Agreement and authorized the Mayor and the City Clerk to execute this Agreement on behalf of the City;
- M. On April 28, 2010, by Resolution No. 2 the members of the OHC authorized the OHC to enter into this Agreement and authorized the Chairman, and the CEO and Corporate Secretary to execute this Agreement on behalf of the OHC;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

1. DEFINITIONS AND ANNEXES

1.1 Definitions

In this Agreement,

"**Agreement**" means this Land Use, Development and Municipal Services Agreement;

"**CPA**" means the Canada port authority to be established by the issuance of letters patent continuing the OHC as a port authority within the meaning of the *Canada Marine Act*;

"**City**" means The Corporation of the City of Oshawa;

"**Crown**" means Her Majesty the Queen in right of Canada as represented by the Minister of Transport;

"**Crown Lands**" means those lands registered in the name of Her Majesty the Queen in right of Canada at the Port and those lands to be registered in the name of Her Majesty the Queen in right of Canada at the Port, as generally depicted on Annex 1 to this Agreement;

"**East Wharf**" means Parcels 12 and 15;

"**Effective Date of this Agreement**" means the date first above written;

"**Fire Services**" means fire protection provided by the City;

"**Letters Patent**" means letters patent issued in respect of the continuation of the OHC as a port authority pursuant to the *Canada Marine Act*;

"**Municipal Services**" means services delivered or operated by the City to or in respect of industrial lands in the City of Oshawa, and includes Fire Services, storm sewers and municipal roads under the jurisdiction of the City;

"**Notice**" has the meaning ascribed to that word in Subsection 15.13;

"**OHC**" means the Oshawa Harbour Commission;

"**OHC/CPA**" means OHC, and upon continuance, the CPA;

"**Parcel**" means a parcel of land as generally depicted in the drawing attached as Annex 1 hereto;

"**Port**" means the Port of Oshawa;

"**Port Lands**" means the lands including the waterlots comprising the Port under the management of OHC and includes the Crown Lands;

“Port Consolidation Construction” means the construction on, in or adjacent to the East Wharf of additional dockage, wharfage, infrastructure, updated port handling equipment; updates and upgrades to port facilities that may be needed for current port uses or for potential short sea shipping facilities; and other port facilities to accommodate the industrial uses and activities from the West Wharf Crown Lands as at the Effective Date of this Agreement and similar uses in the future;

“Port Consolidation Project” means Port Consolidation Construction, and the movement of industrial uses and activities from the West Wharf Crown Lands to the East Wharf;

“Settlement Agreement” means the agreement of that name entered into by the City, the Crown and the Oshawa Harbour Commission as of the 15th day of July, 2010;

“West Wharf” means collectively Parcels 2, 7, 8, 9, 10, 16, 17 and 18;

“West Wharf Crown Lands” means that portion of the West Wharf registered in the name of Her Majesty the Queen in right of Canada or to be registered in the name of Her Majesty the Queen in right of Canada depicted as Parcels 9, 10, 16, 17 and 18;

1.2 Annexes

The following Annexes are attached to this Agreement and form part of this Agreement:

Annex 1: Drawing of Oshawa Harbour depicting individual Parcels (existing and proposed Parcels as depicted on Annex 1 are not to scale; precise boundaries and size of Parcels subject to surveys deposited as reference plans in the land registry system)

Annex 2: Suggested Guidelines for the Preparation of a Land Use Plan

2. PURPOSES OF THIS AGREEMENT

2.1 This Agreement is entered into pursuant to Section 3.2 of the Settlement Agreement and is intended by the Parties to:

- (a) Facilitate and promote cooperation between the OHC/CPA and the City with a view to achieving compatibility with respect to developments in the Oshawa Harbour area while ensuring that

the OHC/CPA is able to operate the Port in a manner that meets its obligations under applicable federal law and maintains the financial viability of the Port as an industrial port; and

- (b) Establish an ongoing interface mechanism between the City and the OHC/CPA that is intended to resolve issues and achieve the greatest degree of compatibility.

3. FACTS AND FUNDAMENTAL PRINCIPLES

3.1 The Parties acknowledge the following facts and fundamental principles, which shall guide the interpretation and implementation of this Agreement:

- (a) The CPA will be a corporation established pursuant to the *Canada Marine Act*;
- (b) All of the rights and obligations of the OHC, including those contained in this Agreement, will become rights and obligations of Oshawa Port Authority by operation of law pursuant to the *Canada Marine Act*;
- (c) All real property in the Oshawa Harbour area that will be managed by the CPA is or will be registered in the name of Her Majesty the Queen in right of Canada or in the name of the CPA, and pursuant to constitutional law, all land registered in the name of Her Majesty the Queen in right of Canada, is not and will not be subject to municipal zoning or planning laws;
- (d) The CPA will be required to manage and operate the Port in accordance with its Letters Patent, in a manner that implements the requirements of the *Canada Marine Act* and according to the following mandate:
 - (i) be consistent with the marine policies that provide Canada with the marine infrastructure that it needs and that offer effective support for the achievement of national, regional and local social and economic objectives;
 - (ii) enhance the success of the Port in contributing to the competitiveness, growth and prosperity of the local, regional and national economy;
 - (iii) ensure that marine transportation services are organized to satisfy the needs of direct and ancillary Port users and are available at reasonable cost;

- (iv) promote the coordination and integration of marine activities with surface and air transportation systems;
 - (v) optimize the financial viability of the CPA;
 - (vi) protect the interests and investments of industrial and commercial Port users and investors.
- (e) Subject to Section 5 of this Agreement, all Port Lands will be used for those industrial port purposes deemed appropriate by the CPA in its sole discretion.

4. LAND USE

- 4.1 Once the CPA's Board of Directors has been appointed, the CPA will establish a Land-Use and Development Committee reporting to the Board of Directors, comprised of at least three members of its Board, with one member being the City's appointee to the Board.

The primary role of the Land-Use and Development Committee will be to oversee the development of the CPA's Land-Use Plan. The Committee will also be responsible to oversee land-use and development matters on land owned or managed by the CPA.

- 4.2 Section 48 of the *Canada Marine Act* requires that the CPA, within twelve (12) months of issuance of its Letters Patent, develop a Land Use Plan that contains objectives and policies for the physical development of the lands managed, held or occupied by the CPA, which considers *inter alia*, relevant social, economic and environmental matters and zoning by-laws that apply to lands in the vicinity of the Port that are not owned by the Crown.
- 4.3 The CPA's Land Use Plan will set out the long - term uses that will transform, renew and revitalize the Port.
- 4.4 The Land Use Plan will be prepared by the CPA in a manner that meets the requirements of Section 48 of the *Canada Marine Act*.
- 4.5 The Suggested Guidelines are attached hereto as Annex 2 as suggested general guidelines for the preparation of a Land Use Plan. The City acknowledges that the CPA may, from time to time, seek to consult with the City in the preparation of its Land Use Plan and the City shall cooperate with the CPA for that purpose and agrees to consult with the CPA, if requested by the CPA, in the preparation of the CPA's Land Use Plan.

- 4.6 Once the CPA has drafted its Land Use Plan in final form, it will provide its draft final Land Use Plan to the City for comment. The City will be given not less than thirty (30) days to provide comments to the CPA on the CPA draft final Land Use Plan.
- 4.7 The City understands and acknowledges that the CPA's Board of Directors will not be bound to follow the Suggested Guidelines attached hereto as Annex 2 to prepare its Land Use Plan or to accept or implement the City's comments but will reasonably consider these comments and adjust its Land Use Plan as it deems appropriate.

5. **WEST WHARF**

- 5.1 OHC agrees that notwithstanding the status of the Port Consolidation Project, subject to Subsection 5.4, by the fifth (5th) anniversary of the Effective Date of this Agreement, it will cease to use the West Wharf Crown Lands for non-port related industrial uses.
- 5.2 The City understands and acknowledges that, subject to Subsection 5.1, the OHC's current tenants, occupants and licensees will not be disturbed by the OHC or the CPA until and unless their occupancy agreement has expired or they agree to move to the East Wharf or other location.
- 5.3 The City agrees that the West Wharf Crown Lands may be used for port related activities including:
- (a) All uses permitted in the HBC (Harbour Commercial) or HBC (1) (Oshawa Harbour) Zones in the City's Zoning By-law 60-94 as that By-law existed as at November 5, 2009, including
 - i) Amphitheatre
 - ii) Auditorium
 - iii) Club, excluding a nightclub
 - iv) Cultural centre
 - v) Marina, including related sales and service buildings
 - vi) Museum
 - vii) Park
 - viii) Recreational use;
 - (b) Art Gallery;
 - (c) Farmers' Market;
 - (d) Cruise Ship Terminal;

- (e) Accessory parking lot;
- (f) Commercial school or training centre;
- (g) Sailing school;
- (h) Scuba diving centre;
- (i) Commercial;
- (j) Parking Lot;
- (k) Offices;
- (l) Port and marine-related transportation uses including cargo handling;
- (m) Tug and commercial vessel mooring, access, maintenance;
- (n) Rescue operations;
- (o) Arcade;
- (p) Art gallery;
- (q) Commercial Recreational;
- (r) Museum;
- (s) Theatre;
- (t) Cultural centre;
- (u) Grocery store;
- (v) Delicatessen;
- (w) Clean storage ancillary to uses listed at (a) to (v) in this Paragraph 5.3;

and in addition, until the fifth (^{5th}) anniversary of the Effective Date of this Agreement, for non-port related industrial uses, including light manufacturing, processing of semi-manufactured goods and assembly of manufactured goods, within enclosed buildings.

- 5.4 At the request of the City, the OHC agrees that notwithstanding Subsection 5.3, the OHC will not permit the following uses of the West Wharf Crown Lands:
- Adult strip club
 - Adult use store
 - Body rub parlour
 - Tattoo parlour
 - Methadone clinic
 - Pawn shop/second hand goods shop
- 5.5 Subject to the Harbour Road Extension Agreement dated July, 1976 between the City and the OHC, the Parties agree that OHC will be under no obligation to fund projects on land owned by the City and the City will be under no obligation to fund projects on land managed by OHC.
- 5.6 The City understands and acknowledges that the OHC/CPA will use West Wharf Crown Lands for port purposes and accordingly, the West Wharf Crown Lands will not be open to the public, except as otherwise agreed to by the Parties in any existing agreement; if the use to which such Lands are being put by the OHC/CPA by its nature contemplates public access; with the consent of the OHC/CPA and on a strictly case by case basis, for special functions and events; or as otherwise permitted or authorized by the OHC/CPA. For all such functions and events or as otherwise permitted or authorized by the OHC/CPA, temporary public access will be solely at the OHC's/CPA's unqualified subjective discretion and on terms and conditions imposed by the OHC/CPA.

6. MUNICIPAL SERVICES

6.1 General

- 6.1.1 Subject to applicable law, the City will provide Municipal Services to the Port Lands on the same terms and conditions as the City provides Municipal Services to privately owned industrial lands in the City of Oshawa.

6.2 Roads

- 6.2.1 The City will comply with all applicable laws in respect of public municipal roads over which it has jurisdiction. The City acknowledges the importance of highways under the City's jurisdiction to the operation and success of the Port.

- 6.2.2 The CPA shall not be obligated to contribute to the cost of any maintenance or improvements to municipal public roads except as specifically negotiated and agreed to by the CPA.
- 6.2.3 For greater certainty, the CPA will be responsible for the design, construction, maintenance of and traffic operations on any private roads located on lands it administers within the Port Lands.

6.3 **Storm Sewers**

- 6.3.1 The CPA acknowledges that any connection to City storm sewers is subject to applicable law and to the reasonable requirements of the City with respect to such connections.

7. **FIRE SERVICES**

- 7.1 Within one hundred and twenty (120) days of the Effective Date of this Agreement, the CPA will prepare, a Fire Protection and Emergency Services Plan and Protocol which document(s) shall, at a minimum, relate to each building managed by the CPA and will specify site conditions, response procedure, fire routes, maintenance of roads, first responder and secondary responder.
- 7.2 The Fire Protection and Emergency Services Plan will be updated regularly by the CPA.
- 7.3 In order to facilitate the provision of Fire Services to the Port Lands, the CPA agrees to comply with all City requirements respecting the naming of streets and addressing of buildings and land parcels on Port Lands.

8. **CONSTRUCTION STANDARDS**

- 8.1 The OHC agrees to contractually require those of its tenants and licensees that it permits to carry out construction on Crown lands, to carry out such construction in compliance with the National Building Code and the National Fire Code of Canada.
- 8.2 The OHC will require such tenants and licensees to ensure that a professional architect or engineer, who is independent of the tenant or licensee, supervises the construction and delivers to the OHC a certificate of such architect or engineer certifying that the construction has been made substantially in accordance with the standards contained in the National Building Code and the National Fire Code of Canada and that the

construction as built is substantially in accordance with the standards contained in the National Building Code and the National Fire Code of Canada.

- 8.3 In the event that any person submits to the City's Chief Building Official an application for a permit respecting construction on Port Lands, no permit will be issued except in accordance with the *Building Code Act 1992* (Ontario) and with the City's Building By-Law as from time to time amended.

9. SECURITY

- 9.1 The Parties acknowledge that the OHC/CPA in its operation of the Port must comply with all applicable federal laws relating to security, including without limitation, the *Marine Transportation Security Act*.
- 9.2 The City agrees that it will not directly or indirectly permit any use of or activity on land transferred from the Crown to the City that would prevent or hinder the OHC/CPA from complying with all applicable federal laws relating to security.
- 9.3 The City will comply with all applicable laws, including without limitation, the *Marine Transportation Security Act*, to the extent it applies respecting any use of or activities that the City may from time to time carry out or permit to be carried out on land transferred from the Crown to the City.

10. NO INTERFERENCE WITH PORT OPERATIONS OR NAVIGATION

- 10.1 The City agrees that it will not do or permit anything to be done on lands transferred from the Crown to the City that would or may interfere with port operations or navigation in Oshawa Harbour.

11. DREDGING

- 11.1 The OHC agrees to dredge the bed of the Oshawa Harbour in a manner that meets the requirements of the OHC. The OHC will not be under any obligation to dredge or to pay for any dredging required for purposes of construction or operation of a marina or for purposes of access for recreational vessels through the Port to a marina.

12. ACCESS AND FEES

- 12.1 The OHC will permit access through the Oshawa Harbour for recreational vessels to a marina on the City's lands provided all operators of such recreational vessels comply with all the terms, conditions, policies and security requirements of the OHC respecting such access, do not do anything or permit anything to be done which would or may interfere with the operation of the Port or cause OHC to lose its security certification, and pay all fees levied by the OHC in respect of such access.
- 12.2 All fees levied by the OHC on recreational vessels traversing the Port will be levied in accordance with the Canada Marine Act.

13. CONSULTATION AND COOPERATION PROCESS

- 13.1 The OHC and the City commit to continuing effective communication on matters of interest to both Parties, including but not limited to timely notice to each other and consultation on developments on land for which each is respectively responsible, relevant City policy or by-law changes and decisions which may affect the other.
- 13.2 The Chief Executive Officer of the OHC and the City Manager of the City will meet at least annually, and additionally when appropriate, to:
- (a) discuss matters of mutual interest and concern, including without limitation, dredging;
 - (b) foster a better understanding of Port, local, regional and national pressures and priorities;
 - (c) create a forum for exchange of information and best practices;
 - (d) review the respective plans of each organization regarding developments and activities in the Oshawa Harbour area;
 - (e) determine where there may be issues requiring resolution and areas where the two organizations may be mutually supportive.

14. DISPUTE RESOLUTION

- 14.1 In the event of a disagreement between the City and the OHC related to this Agreement, and before proceeding to a court or other formal proceeding, the City and the CPA agree to follow a dispute resolution procedure involving:

- (a) In the first instance, a joint review by the Chief Executive Officer of the CPA and the City Manager of the City;
- (b) In the event the review described in (a) does not result in a resolution of the disagreement, the disagreement will be reviewed by the Mayor of the City and the Chair of the Board of Directors of the CPA;
- (c) In the event the disagreement remains unresolved, the disagreement will be referred to a three person panel composed of one person appointed by the CPA, one person appointed by the City, and a third person appointed by the other two panel members. The third panel member shall be the chair of the panel.

14.2 The Parties agree that once the CPA's Board of Directors has been appointed and the CPA's Land-use and Development Committee has been formed, the Parties will review this dispute resolution process with a view to agreeing if there should be a role for such Committee in the dispute resolution process in this Section 14.

15. GENERAL

15.1 Term

The term of this Agreement shall be for a period of five (5) years commencing as of the 15th day of July, 2010.

15.2 Renewal and Termination

On or before six (6) months prior to the end of the term, the Parties may mutually agree to extend the term for an additional five (5) year term and in the event the Parties so agree, the terms and conditions shall be the same as set out in this Agreement except that either Party may terminate this Agreement as renewed by giving the other Party at least twelve (12) months written notice.

15.3 Survival of Certain Provisions

The Parties agree that Section 3, Subsection 4.5, Subsections 5.1, 5. 3, 5.4, 5.5, 5.6, 6.1, 6.2, 6.3, Sections 7, 8, 9, 10, 11, 12 and 14 shall survive any termination of this Agreement.

15.4 Time of the Essence

Time shall in all respects be of the essence of this Agreement provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the OHC and the City, or by their respective solicitors who are hereby expressly appointed in this regard.

15.5 Governing Law

This Agreement shall be governed by and construed in accordance with applicable provisions of the laws of the Province of Ontario, subject always to any paramount or applicable federal laws.

15.6 Entire Agreement

This Agreement contains the entire agreement between the OHC and the City concerning the subject matter hereof. No representation or warranty expressed, implied or otherwise is made by the OHC to the City or by the City to the OHC except as expressly set out in this Agreement. This Agreement supersedes and revokes all negotiations, arrangements, letters, representations and information conveyed, whether oral or in writing, between the Parties or their representatives, or between the Crown and the City concerning the subject matter hereof.

15.7 Assignment

Neither Party shall assign this Agreement.

15.8 Amendment

This Agreement may only be amended by a written agreement signed by both the Parties.

15.9 Waiver

The failure by either Party to insist in any one instance upon the strict performance by the other Party of obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect. No covenant or condition of this Agreement may be waived by either Party

except by the written consent of that Party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition, and until performed or waived in writing that Party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

15.10 Severability

If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the Parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall nevertheless continue in full force and effect.

15.11 Interpretation

In the event of any inconsistency or conflict between either an Annex or any provision contained therein, and this Agreement or any provision of this Agreement, this Agreement or the provision of this Agreement prevails to the extent of the inconsistency or conflict.

15.12 No Partnership, Joint Venture or Agency

The OHC and the City expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the OHC or the City shall constitute or be deemed to constitute the OHC and the City as partners, joint ventures or principal and agent in any way or for any purpose. The OHC shall not represent or hold itself out to be an agent of the City. The City shall not represent or hold itself out to be an agent of the OHC. Neither Party shall have any authority to act for or to assume any obligations or responsibilities on behalf of the other Party.

15.13 Notices

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "Notice") shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the date of delivery if it is delivered either personally or by facsimile transmission, addressed to the OHC and the City as follows:

To the OHC:

Oshawa Harbour Commission
1050 Farewell Street
Oshawa, ON
L1H 6N6

Attention: Chief Executive Officer

Facsimile: (905) 576-5701

To the City:

The Corporation of the City of Oshawa
50 Centre St. S.
Oshawa, ON L1H 3Z7

Attention: City Clerk

Facsimile: (905) 436-5697

With a copy to the City Solicitor:

The Corporation of the City of Oshawa
50 Centre St. S.
Oshawa, ON L1H 3Z7

Attention: City Solicitor

Facsimile: (905) 436-5689

By giving to the other Party at least seven (7) days Notice, either Party may at any time and from time to time, change its address or title of any person for delivery or communication for the purposes of this Subsection 15.12.

15.14 Further Assurances

The OHC and the City shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require, for the purpose of giving effect to this Agreement.

15.15 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the OHC and the City and their respective successors.

15.16 Counterparts

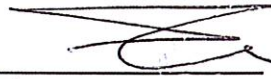
This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

15.17 Binding Obligations

This Agreement will, upon execution and delivery, constitute legal, valid and binding obligations of the City and OHC respectively, enforceable against each of the City and OHC in accordance with its terms.

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

OSHAWA HARBOUR COMMISSION

Per: 


Gary F. Valcour
Chairman

Per: 


Donna P. Taylor
CEO and Corporate Secretary

c/s

THE CORPORATION OF THE CITY OF OSHAWA

Per: 

Mayor

Per: 

City Clerk

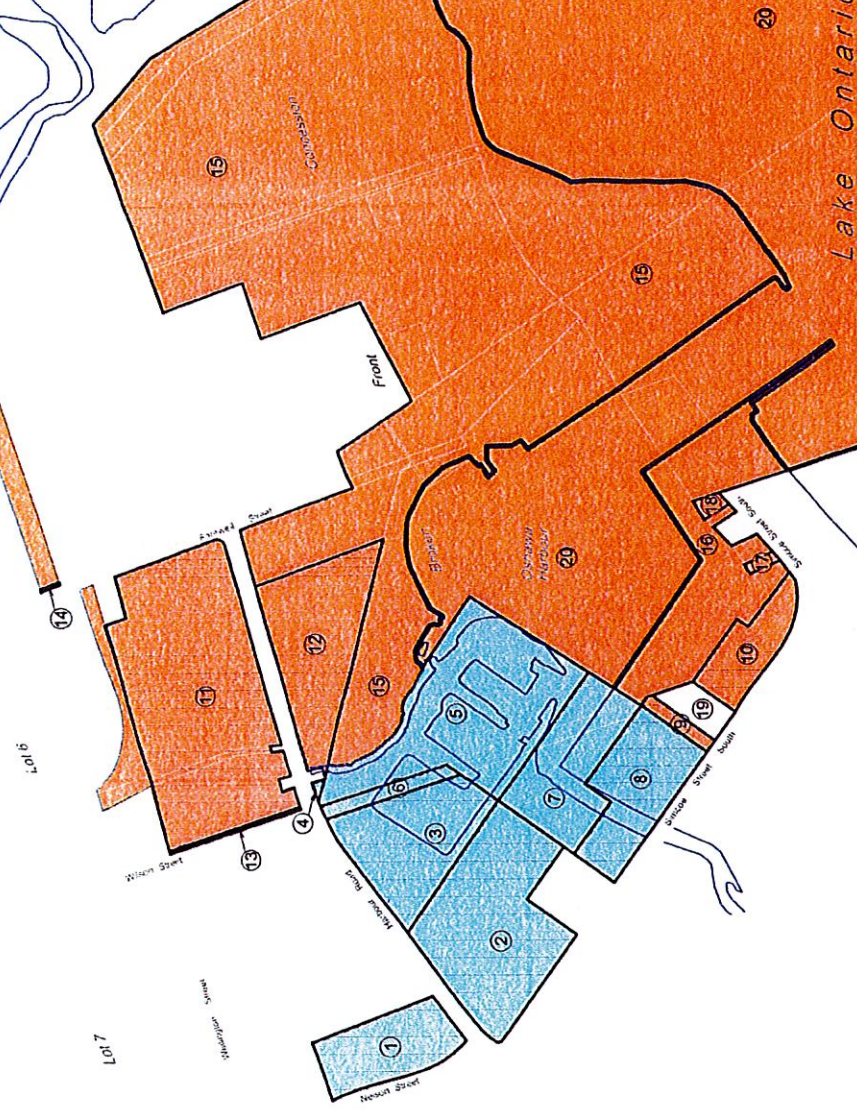
c/s

Sketch of Oshawa Harbour Lands



Annex 1

South Marsh



LEGEND

- TO BE OWNED BY THE CITY OF OSHAWA
- TO BE OWNED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA
- REMAINDER OF PROPERTY ACQUIRED BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA FROM THE CORPORATION OF THE CITY OF OSHAWA BY DEED REGISTERED AS INSTRUMENT NUMBER OS179244

Federal Crown to offer to transfer to City

Parcel	Description
1	All of PIN 16390 - 0060 (LT), being Parts 1 and 2 on Plan 40R - 21631
2*	Part of PIN 16394 - 0115 (LT), being part of Part 8 on Plan 40R - 21636
5*	Part of PIN 16394 - 0088 (R), being part of Part 14 on Plan 40R - 21636
7*	Part of PIN 16394 - 0088 (R), being part of Part 14 on Plan 40R - 21636
8*	Part of PIN 16394 - 0116 (LT), being part of Part 7 on Plan 40R - 21636

City to Quit Claim to Federal Crown and Federal Crown to offer to transfer to City

3*	(Marine) Part of PIN 16394 - 0115 (LT), being part of Part 8 on Plan 40R - 21636
4 (Marine)	All of PIN 16394 - 0122 (LT), being Part 3 on Plan 40R - 24729

City to transfer to Federal Crown and Federal Crown to offer to transfer to City

6 (Marine)	All of PIN 16394 - 0123 (LT), being Part 5 on Plan 40R - 24729
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City to Quit Claim to Federal Crown

9*	Part of PIN 16394 - 0116 (LT), being part of Part 7 on Plan 40R - 21636
10	All of PIN 16394 - 0208 (LT), being Part 6 on Plan 40R - 21636
11	All of PIN 16390 - 0108 (LT), being Parts 2, 3 and 4 on Plan 40R - 21634
12	All of PIN 16394 - 0117 (LT), being Part 10 on Plan 40R - 21636

City to dedicate or grant Right of Way

13	Part of PIN 16390 - 0101 (LT), being Part 1 on Plan 40R - 21634
14	Part of PIN 16378 - 0001 (LT), being Part 3 on Plan 40R - 21632

Other Parcels

15*	All of PIN 16378 - 0034 (LT), all of PIN 16394 - 0108 (LT), part of PIN 16378 - 0048 (LT), part of PIN 16394 - 0088 (R) and part of PIN 16394 - 0209 (LT), being Parts 1 to 9 on Plan 40R - 21635, Parts 11 and 12 and part of Parts 13 and 14 on Plan 40R - 21636 and part of Parts 1 and 2 on Plan 40R - 21940
16*	All of PIN 16394 - 0114 (LT), all of PIN 16394 - 0113 (LT), all of PIN 16394 - 0107 (LT) and part of PIN 16394 - 0107 (LT) and part of PIN 16394 - 0088 (R), being Parts 2, 3 and 4 and part of Parts 14 and 15 on Plan 40R - 21636
17	All of PIN 16394 - 0120 (LT), being Part 5 on Plan 40R - 21636
18	All of PIN 16394 - 0103 (LT), being Part 1 on Plan 40R - 21636
19	All of PIN 16394 - 0109 (LT), not shown as a part on a plan, (PRIVATE PROPERTY - not part of Oshawa Harbour Lands)
20*	Part of PIN 16378 - 0048 (LT), part of PIN 16394 - 0209 (LT) and part of PIN 16394 - 0088 (R), being part of Parts 13, 14 and 15 on Plan 40R - 21636 and part of Parts 1 and 2 on Plan 40R - 21940

* denotes R - Plan required

PREPARED BY REAL PROPERTY GEOMATICS SERVICES
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
ONTARIO REGION FOR TRANSPORT CANADA
MARCH 25, 2010

ANNEX 2**SUGGESTED GUIDELINES FOR PREPARATION OF A LAND USE PLAN**

1. The Land Use Plan will include a number of components (see Clause 2 below) with the objective to deliver Port opportunities in a manner that transforms, renews and revitalizes the Port.
2. The content of a Land Use Plan will address, at a minimum:
 - a) An opportunity assessment report to determine the business opportunities available for the CPA and the physical needs of these opportunities. The opportunity assessment should consider and prioritize those opportunities that need to be at the Port versus elsewhere given the limited amount of land at the Port and the Port's uniqueness within the Regional context. The opportunity assessment, for instance, could identify a need for X square feet of warehousing, type of warehousing, X square feet of outdoor storage, RO/RI, agricultural exports, etc.
 - b) A Development Plan and report that addresses, at a minimum:
 - Lot/block structure for leases and licenses;
 - Setback and other regulations and design guidelines for each lot/block;
 - Uses for each lot/block/area;
 - Applicable archeological flooding and environmental laws, policies, regulations, guidelines and best practices;
 - The environment of the area in which the Port is located
 - c) A Servicing Plan and report that addresses, at a minimum:
 - Manner in which lot/block/port is intended to be serviced by municipal services and utilities;
 - Applicable environmental laws, policies and regulations and best practices including those relevant to any proposed municipal services and utilities;
 - Methods of financing any municipal services and utilities;
 - Operation and maintenance strategy protocol for private facilities;
 - d) A Master Grading/Stormwater Management Plan and report that addresses, at a minimum:

- Overall grading of Port lands;
- Drainage/catchment areas;
- Emergency spill containment system;
- Points of discharge;
- Impact on receiving bodies;
- Methods of financing any municipal services and utilities;
- Applicable environmental laws, policies, regulations and best practices relating to grading, storm water management and spill containment;
- Operation and maintenance strategy/protocol for private facilities;

e) Operational guidelines for port activities including:

- Late night noise;
- Weekend noise;
- Noise and activity when major park events are taking place, etc.;
- Lighting which is not full cut-off;
- Unreasonable odours.

To: Development Services Committee

From: Paul D. Ralph, BES, MCIP, RPP, Commissioner,
Development Services Department

Report Number: DS-18-150

Date of Report: September 20, 2018

Date of Meeting: September 24, 2018

Subject: Transport Canada Ports Modernization Review, 2018 -
Recommended City Comments

File: F-3041-0005

1.0 Purpose

Transport Canada is undertaking a review of Canada Port Authorities to optimize their current and future role in the transportation system. Transport Canada wants to hear from key partners and stakeholders, including Canada Port Authorities and municipal governments and local communities that have a particular interest in port activities.

Transport Canada released a discussion paper to help guide the review of the Canada port's system and to obtain meaningful feedback from stakeholders (see Attachment 1).

The purpose of this report is to obtain Council approval of City comments on the discussion paper for Transport Canada's Ports Modernization Review. The deadline to provide comments is October 26, 2018.

Attachment 1 is a copy of the discussion paper for Transport Canada's Ports Modernization Review.

Attachment 2 is a copy of the main body of Staff Report DS-13-02 dated January 10, 2013, which includes staff comments on the proposed Oshawa Port Authority Draft Land Use Plan at that time.

Attachment 3 is a copy of a letter dated December 22, 2016 forwarding City comments for consideration by the expert panel tasked with reviewing federal environmental assessment processes.

Attachment 4 is a copy of the Oshawa Harbour Land Use, Development and Municipal Services Agreement dated July 15, 2010 between the City and Port Authority, which remains in effect to July 15, 2020 as a result of an extension of term agreement made on July 15, 2015.

2.0 Recommendation

That the Development Services Committee recommend to City Council:

1. That Report DS-18-150, dated September 20, 2018, be endorsed as the City's comments on the discussion paper for Transport Canada's Ports Modernization Review.
2. That a copy of Report DS-18-150, dated September 20, 2018, and the related Council resolution be sent to Transport Canada, the Oshawa Port Authority, the Region of Durham, the Friends of the Second Marsh and the Central Lake Ontario Conservation Authority.
3. That Transport Canada be requested to meet with the Mayor to discuss the City's comments on the discussion paper for the Ports Modernization Review.

3.0 Executive Summary

Not applicable.

4.0 Input From Other Sources

The following have been consulted in the preparation of this report:

- City Manager
- Commissioner, Community Services
- Director of Economic Development

5.0 Analysis

5.1 Background - Canada's Port System

5.1.1 Legislative Framework

Today's port system is governed by the 1995 National Marine Policy and the 1998 Canada Marine Act.

The National Marine Policy lays out a detailed model for Canada's marine transportation system, whose key principles emphasize accountability to users and the public, business discipline and self-sufficiency to shift port operation costs from the general taxpayer to port users.

The 1998 Canada Marine Act created 18 Canada Port Authorities having national significance, and began the divestiture of other ports owned by Transport Canada to local interests. These changes were intended to promote a more competitive, effectively managed and sustainable port system.

On February 18, 2012 the Port of Oshawa was given its Port Authority status through the issuance of letters of patent under the 1998 Canada Marine Act and its previous status as a Harbour Commission under the Harbour Commissions Act ceased to apply.

5.1.2 The Importance of Ports

Canadian ports play an important role in supporting economic development and global trading. Many Canadians rely on the port system for the goods they use and consume and for delivering their merchandise to domestic and international markets.

The Port of Oshawa is a major economic driver and the City recognizes the importance of the port from an economic development and jobs creation perspective. The role and capabilities of the Port of Oshawa represent significant infrastructure for the City and Region and create a competitive economic advantage.

Canadian Ports are also important community members as they manage land within our municipal boundaries, function as marine security and safety, contribute to environmental protection and contribute to the creation of direct and indirect jobs.

5.1.3 Port of Oshawa

The Port of Oshawa has had a long history of being the centre of trade, and a vital transportation link for industries dating back to the 1800's. From facts and statistics published on-line by the Port of Oshawa, the port has handled more than 500 vessels carrying over 3 million metric tonnes of cargo over the last decade. Further, the same source material indicates the movement of cargo through the port supports 294 jobs.

According to the latest facts and statistics available on-line at the Port of Oshawa's website, the Port of Oshawa on average handles approximately \$23 million worth of cargo annually, including products such as salt, steel, asphalt and grain.

5.2 Purpose of Transport Canada's Ports Modernization Review

Transport Canada indicates that over the last 20 years the operating landscape for Canadian Ports has changed and will continue to change at a greater pace, thereby creating new challenges and opportunities. In order to ensure our country remains well-positioned to innovate and compete within the port industry, Transport Canada feels it necessary to re-examine Canada Port Authorities and how they operate.

Key drivers of change include:

- An evolving marine industry;
- Reconciliation with Indigenous peoples;
- Local communities;
- Environmental protection and climate change;
- Safety and security; and,
- Governance.

Submissions and comments to Transport Canada are due on or before October 26, 2018. The Honourable Marc Garneau, Minister of Transport, launched a roundtable series of meetings for the ports modernization review, with Indigenous peoples, provincial governments, municipalities, etc. To date staff are not aware that the City of Oshawa has been notified by Transport Canada of any roundtable discussions to discuss the review, and staff have not located any online calendars or advertisements related to any roundtable discussions being held by Transport Canada prior to the October 26, 2018 deadline for comment.

5.3 Staff Response to Discussion Paper

Transport Canada prepared a discussion paper (see Attachment 1) including background information as well as a list of 14 questions to lead the discussions and comments from stakeholders.

Staff has reviewed the discussion paper and notes that only certain questions require input from the City as the balance of the questions are more appropriately answered by others, such as the indigenous community or port users. These questions are relevant to the City of Oshawa in its role as a municipal authority and host to a Canada Port Authority, and read as follows:

- Discussion paper Q3. What strategies could link business to research, and research to learners in support of innovative solutions and greater competitiveness?
- Discussion paper Q7. How can ports ensure their operations and future development remain environmentally sustainable and adapt to climate risks?
- Discussion paper Q8. How can Canada Port Authorities contribute to building healthier communities?
- Discussion paper Q13. What models or approaches could be pursued to ensure Canada Port Authorities are more responsive to user and local perspectives?

In developing appropriate responses to these questions, it became apparent that the responses share a variety of commonalities and similar themes. Responding to the questions is therefore most effectively achieved through a thematic approach. On this basis, it is recommended that the following comments be endorsed by Council and forwarded to Transport Canada for their consideration during the Ports Modernization Review.

5.3.1 Theme 1: Communication, Building Relationships and Building Trust

Fostering and maintaining a collaborative, respectful and trusting relationship between Port Authorities and host municipalities and the public is critical to building a strong relationship and trust. This should be a key objective for all parties. Regularly scheduled, ongoing meetings between Port Authorities and local municipal governments are an important and highly effective way to ensure alignment of the municipality's and the Port Authority's strategic plans and corporate objectives.

Waterfront districts are highly visible, important areas of shoreline communities, and communities having the added advantage of a port stand to benefit from substantial economic opportunities as well as opportunities for well-being and recreation.

Municipalities and Port Authorities can parlay these assets to their mutual advantage provided that they work collaboratively and are in frequent communication. For this reason it is important to recognize that over time, board members, port staff and elected officials change and nothing in the current legislative framework mandates having regular set meetings. As personalities change, previous relationships can diminish or disappear in the absence of a formal communications framework.

The City's relationship with the Port Authority has improved over the years. For example, the City of Oshawa and the Oshawa Port Authority (O.P.A.) staff have committed to meet both quarterly and on an as-needed basis rather than merely comply with the minimum annual meeting requirement. In addition, the Mayor and Councilor Pidwerbecki are invited to attend certain O.P.A. meetings. Communication and interaction between the City and the O.P.A. has been further facilitated recently through arranging bus tours of the port facility for elected representatives.

Both the City and the O.P.A. have benefitted from this collaborative approach to communication, as recently exemplified when the parties came together to successfully amend a long-standing agreement to now allow fishing on the landmark pier under the O.P.A.'s jurisdiction.

In addition to recommending that Port Authorities and their host municipalities formally establish a communications framework that is regular, frequent and multi-faceted in terms of incorporating different opportunities for building relationships and trust, staff agrees with the ideas provided in the discussion paper as examples of communication approaches being employed by leading ports, i.e.:

- Hosting open houses to explain their major projects;
- Starting good neighbor committees; and,
- Talking with Canadians on social media.

The above communication approaches should be mandatory for each Port Authority.

In addition, it is recommended that Port Authorities post agendas and minutes for all their meetings, to be more open and transparent. This would improve on the current situation which requires only the agenda and minutes from the single annual public meeting along with the annual financial statement to be publicly available.

As noted under subsection 5.3.2, regular environmental monitoring to gauge compliance with standards for matters such as noise, vibration, and air and water quality is an important ongoing function. Sharing monitoring results with the community is an ideal opportunity to reinforce positive communication and build trust. Similarly, the posting of incident reports (e.g., spills) for the benefit of the public would augment the efforts of Port Authorities to demonstrate greater transparency and accountability.

5.3.2 Theme 2: Land Use and Environmental Responsibility

Port Authorities should be accountable for their environmental performance as it relates to greenhouse gas emissions, energy use and energy conservation, air quality, water quality, impact on wildlife habitat and provincially significant wetlands etc. It is recommended that

Port Authorities take a leadership role in environmental stewardship by producing a plan for reducing their overall impact on the environment (i.e. greenhouse gas emissions reductions, improved air quality, restoration of certain plant and wildlife habitats, etc.) and publicly reporting on their performance each year.

Port Authorities could produce a climate adaptation plan based on local climate science, to better prepare for the rapidly and ever changing climate. Greater frequency of severe weather events and higher precipitation levels may have significant impact on port operations in years to come.

As an example, Durham Region and all lower-tier Durham municipalities have adopted a Durham Community Climate Adaptation Plan consisting of a number of programs which will address local adaptation measures to protect the residents and infrastructure from the changing climate. The Durham Community Climate Adaptation Plan received national recognition and is the winner of the Federation of Canadian Municipalities 2018 Sustainable Communities Award, in the climate change category.

Port Authorities could also benefit from a greenhouse gas emissions reduction plan to actively pursue climate mitigation and reduce the impact of their operations/activities on the environment. The City of Oshawa has itself committed to reducing its greenhouse gas emissions and energy consumption, and is required to provide a Corporate Facilities Energy Management Plan to Ontario's Ministry of the Environment, Conservation and Parks. As a member of the Federation of Canadian Municipalities Partners for Climate Protection program, the City has successfully completed key milestones in its Corporate Plan aimed at reducing emissions and is now developing a community-based plan to help reduce the impacts of climate change and respond to the goal of Environmental Responsibility as outlined in the Oshawa Strategic Plan.

In addition to being environmentally responsible, Port Authorities can contribute to building healthier and economically robust communities by ensuring land use compatibility and optimizing the use of port lands for activities well-suited to benefit from proximity to port facilities.

In accordance with the Canada Marine Act, 1998, the O.P.A. adopted a Land Use Plan in early 2013. Through Report DS-13-02, the City of Oshawa provided comments to the O.P.A. on the proposed Land Use Plan in January 2013 (see Attachment 2). The City's primary concern was that the O.P.A.'s Land Use Plan did not include a detailed land-use plan or land use map showing land use designations and applicable policies. The City of Oshawa's comments that were expressed in Report DS-13-02 are largely still applicable. It is recommended that Port Authorities work together with local governments and the community to determine appropriate land uses on port lands that have regard for the land use designations and policies contained in their municipal Official Plans, to ensure compatibility and harmony with land uses in the vicinity of the port.

It is recommended that Land Use Plans developed by Port Authorities reference the standards and requirements applicable to users/tenants in terms of site development, erosion control during construction, applicable building code standards, applicable emergency and fire standards, appropriate air and water emissions standards, appropriate

standards for noise and vibration, lighting standards, odour standards, impact studies (i.e. traffic, environmental), etc.

As key environmental stewards of federal Crown land, Port Authorities should adopt the most rigorous standards in place, whether they be Federal or Provincial in origin.

For example, on December 19, 2016 Oshawa Council endorsed comments for consideration of the expert panel tasked with reviewing federal environmental assessment processes (see attachment 3). These comments include a recommendation that projects subject to federal environmental assessment processes should also be subject to compliance with provincial standards and guidelines where they are more rigorous than federal standards and guidelines.

Mechanisms to monitor and enforce the aforementioned standards are likewise recommended.

Land Use Plans also provide an excellent mechanism for Port Authorities to identify strategies to optimize the use of port lands and facilities by targeting development that can make the most advantageous use of a port location, as opposed to uses whose locational needs can be appropriately accommodated elsewhere. It is recommended that consideration be given to requiring Port Authority Land Use Plans to include goals, objectives and strategies in this regard. In addition, Port Authority Land Use Plans should include requirements for due diligence in terms of undertaking archaeological investigations prior to development and sharing the results of such investigations with the public and host municipality. Archeology studies are important given the possibility of indigenous and early settler activity in the area of ports along the waterfront.

It is also recommended that a priority of land offerings protocol be implemented by Port Authorities giving host municipalities the first opportunity to acquire port lands deemed surplus by the Crown, in the event that a Port Authority decides to dispose of lands that no longer serve the needs of the Port Authority.

5.3.3 Theme 3: Innovation

The City of Oshawa Council is committed to economic growth in the City through strategic activities that enhance job growth and create investment opportunities, including actively encouraging the growth of the City's post-secondary educational institutions.

The City of Oshawa is home to four (4) universities and colleges:

- University of Ontario Institute of Technology
- Durham College
- Trent University
- Queen's University

In June 2017 the City of Oshawa teamed up with its educational partners and research partners (Canadian Urban Institute and University of Toronto) to spearhead an initiative called TeachingCity. The partners address Oshawa's urban issues through innovation, collaboration, applied research and shared experiential learning opportunities with the aim

to position Oshawa as a local, national and global community of urban research and learning.

Transport Canada and the Port Authorities could explore a similar model of partnership and collaboration between post-secondary institutions, researchers, local and provincial governments to discover innovative solutions to real life issues in the port industry.

In particular, the Port of Oshawa is encouraged to investigate collaboration with the Teaching City initiative in Oshawa.

5.3.4 Theme 4: Safety

As noted earlier, waterfront areas are of significant importance to shoreline municipalities, including Oshawa. As part of the City's efforts to promote its waterfront, the City is investigating the reestablishment of a boat launch in the harbor and have marketed the opportunity to reintroduce a marina facility for recreational boating as components of the City's waterfront revitalization plans. Given the presence of a working industrial port that is also important to Oshawa as a major generator of economic activity and jobs, working closely with the O.P.A. to ensure that recreational waterfront activity is safely accommodated is paramount. This activity includes boating as well as the use of the Waterfront Trail for active transportation purposes, where there is a need to ensure a safe crossing for pedestrians and cyclists where the trail traverses the main driveway leading into the port facility. Accordingly, it is recommended that Port Authorities continue to investigate ways of allowing safe public access to waterfront areas near ports.

Another key element under the theme of safety relates to a requirement under the Oshawa Harbour Land Use, Development and Municipal Services Agreement (see Attachment 4) between the City and the O.P.A. for the Port Authority to consult with Oshawa Fire Services to identify special needs and equipment. Port facilities may include uses and involve operations/activities that do not commonly occur in municipal settings outside of port lands. Accordingly, it is recommended that Port Authorities take appropriate steps to ensure that the need for specialized fire services/training is communicated with the host municipality and appropriate procedures are developed to contain potential incidents. It is also recommended that other Port Authorities consider similar types agreements with their host municipalities.

5.3.5 Theme 5: Financial Support

It is recommended that a sustainable funding source be established for Port Authorities to undertake the above recommended activities identified under the preceding themes. In addition, a sustainable funding source would enable investment in infrastructure, maintenance and modernization. Support staff for Port Authorities may be limited and in the absence of financial support to augment staff resources (either internally or externally), implementing the recommendations contained in this report may not be feasible.

In addition, it is recommended that the Crown be responsible for contributing financially to the costs incurred by a host municipality (at both the Regional and local area municipal level) for such matters as erosion control and road, bridge and other service infrastructure installation and/or maintenance attributable in whole or in part to the activities associated

with the Port Authority. For example, Port Authorities should be required to undertake traffic studies for a major development to determine the impact of traffic on Regional or City roads. If the study requires road improvements (i.e. traffic signals or road widenings) then the Crown should financially contribute to these improvements.

In addition, heavy truck traffic to and from a port can impact road quality.

5.3.6 Theme 6: Governance

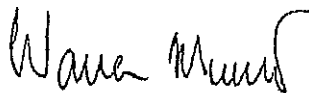
In some cases, a Port Authority may operate in a location under the governance of more than one host municipality (such as an upper-tier Regional municipality and a lower-tier local area municipality). Given that the activities of the Port Authority in such circumstances will involve the use of resources and infrastructure (e.g., roads) under the jurisdiction of both levels of government, and the port's economic importance will similarly relate to both municipalities, appropriate Board representation for each host municipality is recommended (i.e. Regional and Local).

6.0 Financial Implications


There are no financial implications associated with the comments in this report.

7.0 Relationship to the Oshawa Strategic Plan

The comments are intended to advance the Economic Prosperity, Social Equity, Environmental Responsibility and Accountable Leadership goals of the Oshawa Strategic Plan.



Warren Munro, HBA, Director,
Planning Services



Paul D. Ralph, BES, MCIP, RPP, Commissioner,
Development Services Department