

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**COMMITTEE OF THE WHOLE**

**REPORT 5-2007**

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The Municipal Council of the Regional Municipality of Niagara met in Committee of the Whole in the Council Chamber, Regional Municipal Building, Thorold, Ontario, on Thursday, July 5, 2007, commencing at 5:00 p.m.

**ATTENDANCE**

Council: Regional Chair Partington; Councillors Augustyn; Baty; Burroughs; Bylsma; Casselman; Collins; Cordiner; D'Angela; Gabriel; Greenwood; Heit; Henderson; Hodgson; Lepp; Marshall; Puttick; Rigby; Salci; Saracino; Smeaton; Timms.

Staff: Messrs. Bergsma, Commissioner, Corporate Services; Kyne, Director, Legal Services, Ms. Pilon, Acting Regional Clerk; Ms. Staines, Legislative Assistant

Staff

(Part-Time): Messrs. McQueen, Director, Administration; Weaver, Manager of Special Initiatives; Murphy, Manager Policy & Development, Corporate Services.

**CALL TO ORDER**

21. Regional Chair Partington called the meeting to order at 5:05 p.m.

**RESOLVE INTO CLOSED COMMITTEE OF THE WHOLE**

22. Moved by Councillor Burroughs  
Seconded by Councillor Heit

That this Council do now resolve into Closed Committee of the Whole.

Carried.

**CONFLICT OF INTEREST**

Councillor Timms declared an indirect pecuniary interest with respect to matters related to Regional Development Charges as his family owns a business that may be subject to development charges, and he therefore took no part in the discussion of or voting on these matters.

23. A Proposed Disposition of Land by the Municipality  
Niagara Convention and Civic Centre (NCCC)  
City of Niagara Falls

Mr. Bergsma and Mr. Kyne provided Committee of the Whole with an overview of Confidential Report PWA 101-2007/CSD 95-2007, A Proposed Disposition of Land by the Municipality, Niagara Convention and Civic Centre (NCCC), City of Niagara Falls, addressing the concerns raised by Councillors at a previous meeting.

Moved by Councilor Collins  
Seconded by Councillor Smeaton

That this Committee do now rise without report.

Carried.

24. Niagara Convention Centre

Moved by Councillor Salci  
Seconded by Councillor Smeaton

That (pending approval of the final wording by the Director of Legal Services) the Regional Chair and Clerk be authorized to execute a lease agreement wherein Niagara Region agrees to lease to the City of Niagara Falls that 20+/- acre parcel of Niagara Region's property fronting on Dunn Street and Ailanthus Avenue that incorporates the following terms and conditions—that:

- a) the Lease Agreement shall be for a term of 25 years with an option to renew for a further 25 years that can be exercised by either party as long as the Convention Centre continues to operate;
- b) the leased lands to be used as a parking lot in connection with or required for a Convention Centre to be owned by the City as a municipal capital facility and constructed upon City owned lands fronting on Stanley Avenue;
- c) consideration for the lease shall be nominal (i.e. \$1/yr);
- d) all amenities and improvements to be constructed on the leased lands, as may be required for the operation of the Convention Centre, will be approved by the Regional Municipality of Niagara and constructed to the standards of the City's Site Plan approval process;

- e) the lease would commence when the City initiates its option to complete the purchases of the other lands necessary for the Convention Centre project but in any case no later than 2009;
- f) the lease would be conditional on the leased lands being used as a parking lot for the Convention Centre facility and would terminate after 50 years, if the Convention Centre closed, or coincident with the termination of the City's involvement in the Convention Centre;
- g) it be acknowledged that Niagara Region is prepared, pending the passage of a similar resolution by the City of Niagara Falls, to waive any development charges and property taxes that may be payable as a result of the development and operations of this Convention Centre;
- h) all revenue generated by Convention Centre operations will be re-invested in the Convention Centre facility and operations. For certainty, no revenues will be transferred to any persons or entities not directly involved in Convention Centre operations including NCCC shareholders or members of any BIAs;
- i) nothing in this Lease Agreement will be inconsistent with the conditions of financial contribution required by the provincial and federal governments. Furthermore, Niagara Falls agrees that its agreements with NCCC Inc. will contain similar conditions that assure Niagara Region that its contributions to the Convention Centre will receive comparable protection and recognition;
- j) Niagara Region is prepared to, at the City of Niagara Falls request, provide reasonable assistance in the negotiation of all agreements between Niagara Falls and NCCC Inc.;
- k) neither this lease nor any agreements between Niagara Falls and NCCC Inc. shall be assigned without the written consent of Niagara Region; and
- l) NCCC Inc. and NCCC operations shall, at NCCC Inc.'s cost, be audited at least once each year by the City of Niagara Falls external auditors and the complete audit reports shall be distributed to the City of Niagara Falls and Niagara Region;

AND THAT Revised Report CSD 95-2007 be received, approved and publicly released.

Carried.

**ADJOURNMENT**

Committee of the Whole adjourned at 6:00 p.m. to meet again at the call of the Chair.

Peter Partington  
Regional Chair

Janet Pilon  
Acting Regional Clerk

Betty Staines  
Legislative Assistant