# Agenda
## Council Meeting

**Monday, February 8, 2021, 6:15 p.m.**
**Electronic Meeting**
**The Corporation of the Town of Orangeville**
**(Mayor and Clerk at Town Hall - 87 Broadway)**
**Orangeville, Ontario**

**NOTICE**

Due to efforts to contain the spread of COVID-19 and to protect all individuals, the Council Chambers at Town Hall will not be open to the public to attend Council meetings until further notice. Members of the public who have an interest in a matter listed on the agenda may, up until 10:00 a.m. on the day of a scheduled Council meeting: Email councilagenda@orangeville.ca indicating your request to speak to a matter listed on the agenda. A phone number and conference ID code will be provided to you so that you may join the virtual meeting and provide your comments to Council.

Members of the public wishing to raise a question during the public question period of the Council meeting may beginning at 8:00 p.m. on the evening of the Council meeting, call .+1 289-801-5774 and enter Conference ID: 831 612 709#
Correspondence/emails submitted will be considered as public information and entered into the public record.

**Accessibility Accommodations**

If you require access to information in an alternate format, please contact the Clerk's division by phone at 519-941-0440 x 2256 or via email at clerksdept@orangeville.ca

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**Pages**

1. **Call To Order**
2. **Approval of Agenda**
   Recommendations:
   That the agenda and any addendums for the February 8, 2021 Council Meeting, be approved.
3. **Disclosure of (Direct and Indirect) Pecuniary Interest**
4. **Closed Meeting**
   Recommendations:
   That a closed meeting of Council be held pursuant to s. 239 (2) of the Municipal Act for the purposes of considering the following subject matters:
   - 4.1. **2021-01-18 Closed Council Minutes**

4.2. **Committee Appointments – Equity, Diversion and Inclusion Committee, CPS-2021-007**
Personal matters about an identifiable individual, including municipal or local board employees.

5. **Open Meeting - 7:00 p.m.**

6. **Singing of National Anthem**

7. **Land Acknowledgement**
We would like to acknowledge the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.

8. **Announcements by Chair**
This meeting is being aired on public television and/or streamed live and may be taped for later public broadcast or webcast.
Your name is part of the public record and will be included in the minutes of this meeting.

9. **Rise and Report**
Recommendations:
That Confidential Report CPS-2021-007 regarding Committee Appointment – Equity, Diversion and Inclusion Committee be received;

And that interviews be conducted by the Council member appointed to the Committee, a maximum of two other members of Council together with a staff representative;

And that a report be brought back to Council regarding the appointment of 7 members.

10. **Adoption of Minutes of Previous Council Meeting**

10.1. **2021-01-25 Council Meeting** 6 - 13

11. **Presentation, Petitions and/or Delegation**
None.

12. **Staff Reports**

12.1. **Orangeville Minor Ice User Groups Fees Review, CMS-2021-002** 14 - 21
Recommendations:
That report CMS-2021-002, Orangeville Minor Ice User Groups Fees Review, be received;
And that, Council approve one of the following options:
Option 1 – Council approve rental scenario 4 based on a non-prime ice user fee rate of $116.73 per hour (as approved in the Rates & Fees By-Law) retro-active to December 14, 2020 for the remainder of the 2020/2021 season as requested by the Orangeville Minor Hockey Association, Orangeville Girls Hockey Association and Skate Canada

Orangeville,
Option 2 – Council approve rental scenario 1 based on a 50% reduction in ice user permit fees from $186.76 (the Registered Minor Group rate as approved in the Rates & Fees By-Law) per hour to $93.38 per hour, retro-active to December 14, 2020 (for applicable groups) for the remainder of the 2020/2021 season as requested by Orangeville Minor Hockey Association, Orangeville Girls Hockey Association and Skate Canada Orangeville.
Option 3 – Council not approve any reduction in fees or credits and maintain the status quo for all ice rentals.
And that Council provide direction to staff to administer any approved fee reduction in the form of a one time only "Rental Assistance Credit" for the confirmed rental hours to a maximum time within a ten (10) week period or until the end of May 2021. The total committed hours would only be cancelled based on a directive by the Province or WDGPH to change participant capacities which would result in groups having to decrease hours of use. All user groups must commit to their scheduled bookings within the approved option to qualify for the credit.


12.2. **MTEC Funding Agreement, CPS-2021-008** 22 - 51

Recommendations:
**That report CPS-2021-008, dated February 8, 2021, MTEC Funding Agreement be received.**

**And that Council pass a by-law authorizing the Mayor and Town Clerk to sign a Transfer Payment Agreement with the Ministry of Transportation for 2020 funding.**

12.3. **OPP Transition Update, CAO-2021-003** 52 - 55

Recommendations:
**That report CAO-2021-003, dated February 8, 2021, titled OPP transition update be received.**

12.4. **Provincial Transit Gas Tax Funding Agreement, CPS-2021-009** 56 - 60

Recommendations:
**That report CPS-2021-009, dated February 8, 2021, Provincial Transit Gas Tax Funding Agreement, be received.**

**And that Council pass a by-law authorizing the Mayor and Treasurer to sign a Letter of Agreement with the Ministry of Transportation for 2020/21 funding.**

13. **Correspondence**

13.1. **rlb Chartered Professional Accountants** 61 - 65

13.2. **MPAC's 2020 Municipal Partnership Report** 66 - 66

## 14. Committee/Board Minutes

None.

## 15. Notice of Motion Prior to Meeting

### 15.1. Councillor Peters, Greenhouse Gas Emissions

Whereas the Town of Orangeville prides itself on being a municipal leader with respect to sustainability, including the endorsement of the Sustainable Neighbourhood Action Plan and a community greenhouse gas (GHG) inventory;

And whereas the Town will be establishing a long term carbon goal later this year;

And whereas municipalities account for 50% of global emissions thus necessitating further action by all sectors and other levels of government;

And whereas the Ontario government recently purchased 3 gas plants, a move that could lead to the increase of provincial greenhouse gas pollution by more than 400% by 2040;

And whereas a number of municipalities, as partners in government, have passed motions to ask Queen's Park to reverse this decision in keeping with the need to reduce, not increase, greenhouse gas emissions;

Therefore Be It Resolved That the Town of Orangeville write to the Minister of Municipal Affairs and Housing and the Minister of Environment, Conservation, Energy, and Parks to request that the Government of Ontario develop and implement a plan to phase-out all gas-fired electricity generation as soon as possible, with an emphasis on proven renewable energy technologies and energy storage, to ensure that Orangeville and other municipalities are enabled to achieve climate action goals (or "GHG emission reduction targets"); and

That the Town of Orangeville write the respective portfolio critics, all party leaders in the Legislature, and the Association of Municipalities of Ontario, requesting that the Government of Ontario develop and implement a plan to phase-out all gas- fired electricity generation, and direct the IESO to accelerate the use of renewable electricity supply, energy storage, and energy efficiency in all sectors, in order to reduce provincial greenhouse gas emissions as soon as possible and bolster our competitiveness in the global cleantech marketplace and overall emerging low-carbon economy.

## 16. Notice of Motion at Meeting

## 17. New Business

## 18. Question Period

## 19. By-Laws

Recommendations:

That the by-laws listed below be read three times and finally passed.


| | | |
|---|---|---|
| 19.1. | A by-law to amend By-law 95-2005 being a By-law to license and regulate pet shops in the Town | 67 - 68 |
| 19.2. | A by-law to amend By-law 2004-119 being a By-law to License, Regulate and Govern Taxicabs and Limousines to change the expiry date of the licences of Taxicabs and Limousines | 69 - 69 |
| 19.3. | A by-law to amend Traffic by-law 78-2005 to establish reduced speed limits within the Town of Orangeville | 70 - 74 |
| 19.4. | A by-law to authorize the entering into and execution of a Transfer Payment Agreement for Municipal Transit Enhanced Cleaning | 75 - 75 |
| 19.5. | A by-law to authorize a letter of agreement with the Ministry of Transportation under the Dedicated Gas Tax Funds for Public Transportation Program | 76 - 76 |
| 19.6. | A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular and closed Council Meeting held on February 8, 2021 | 77 - 77 |


## 20. Adjournment

Recommendations:

That the meeting be adjourned.

**Council Meeting Minutes**

**January 25, 2021, 7:00 p.m.**
**Electronic Meeting**
**The Corporation of the Town of Orangeville**
**(Mayor and Clerk at Town Hall - 87 Broadway)**
**Orangeville, Ontario**

| | |
|---|---|
| Members Present: | Mayor S. Brown, was present in Council Chambers<br>Deputy Mayor A. Macintosh<br>Councillor J. Andrews<br>Councillor G. Peters<br>Councillor L. Post<br>Councillor D. Sherwood<br>Councillor T. Taylor |
| Staff Present: | E. Brennan, CAO<br>D. Benotto, Software Operations Supervisor<br>D. Jones, General Manager, Infrastructure Services<br>K. Landry, Town Clerk, was present in Council Chambers<br>J. Lackey, Manager, Transportation and Development<br>A. McKinney, General Manager, Corporate Services<br>R. Osmond, General Manager, Community Services<br>M. Pourmanouchehri, IT Technician<br>B. Ward, Manager, Planning<br>T. Macdonald, Assistant Clerk |

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## 1. Call To Order

The meeting was called to order at 7:00 p.m.

## 2. Approval of Agenda

**Resolution 2021-033**
Moved by Councillor Andrews
Seconded by Deputy Mayor Macintosh

That the agenda and any addendums for the January 25, 2021 Council Meeting, be approved.

**Carried**

## 3. Disclosure of (Direct and Indirect) Pecuniary Interest

None.

## 4. Closed Meeting

None.

## 5. Open Meeting - 7:00 p.m.

## 6. Singing of National Anthem

David Nairn, Theatre Orangeville provided a pre-recorded version of the National Anthem which was played.

## 7. Land Acknowledgement

The Mayor acknowledged the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.

## 8. Announcements by Chair

Mayor Brown advised the gallery and viewing audience with respect to the public nature of Council Meetings and that it is webcast.

## 9. Rise and Report

None.

## 10. Adoption of Minutes of Previous Council Meeting

**Resolution 2021-034**
Moved by Councillor Post
Seconded by Councillor Taylor

That the minutes of the following meetings be received:

2021-01-11 Council

2021-01-18 Council Budget

**Carried**

## 11. Presentation, Petitions and/or Delegation

### 11.1 Terry Ward, Inspector - Detachment Commander, Dufferin Detachment

Terry Ward, Inspector - Detachment Commander, Dufferin Detachment was introduced to Council as the new Dufferin Detachment Commander.

### 11.2 Rob Koekoek, Orangeville Hydro Business Plan 2021-2025 and Resolution

Rob Koekoek, Orangeville Hydro presented the Orangeville Hydro 2021-2025 Business Plan.

**Resolution 2021-035**
Moved by Councillor Andrews
Seconded by Deputy Mayor Macintosh

That Orangeville Hydro Limited, Business Plan: 2021-2025 be received; And that the Mayor and Clerk be authorized to execute the Shareholder's Resolution Approving the Orangeville Hydro Limited's Business Plan: 2021-2025.

**Carried**

### 11.3 Allan Luiker, Renaming of Alder Street Arena

Allan Luiker indicated his interest in having the Alder Street Arena renamed to honour essential workers. Town staff will investigate using the Public Art Program to recognize essential workers.

### 11.4 Narius Mistry, Riddell and Alder, Spencer Intersections

Narius Mistry outlined his concerns relating to safety issues in the area of Riddell Road, Alder Street and Spencer Street as well as speed concerns on B-Line.

## 12. Staff Reports

### 12.1 Assumption of Cachet Development Subdivision, Registered Plan 7M-70, INS-2021-007

**Resolution 2021-036**
Moved by Councillor Sherwood
Seconded by Councillor Andrews

**That report INS-2021-007, Assumption of Cachet Development Subdivision, Registered Plan 7M-70 be received;**

**And that Council pass a by-law to assume the subdivision roads and all associated infrastructure works and services in the Cachet Subdivision, Registered Plan 7M-70.**

**Carried**

**12.2 Taxicab and Limousine Driver's Licence Extension, CPS-2021-006**

**Resolution 2021-037**
Moved by Councillor Peters
Seconded by Councillor Post

**That report CPS-2021-006, Taxicab and Limousine Driver's Licence Extension, be received;**

**And that the expiry date for Taxicab and Limousine Driver's Licences issued in 2020 be extended from January 31, 2021 to April 30, 2021;**

**And that Council amend By-law 2004-119 to change the expiry date for Taxicab and Limousine Driver's Licences going forward.**

**Carried**

**12.3 Edelbrock Centre Transit Transfer Station Feasibility Update, INS-2021-008**

**Resolution 2021-038**
Moved by Councillor Sherwood
Seconded by Councillor Andrews

**That report INS-2021-008, Edelbrock Centre Transit Transfer Station Feasibility Update be received;**

**And that Council approves the location of the transit transfer point on a transit way connecting Centre Street and Dawson Road at the Edelbrock Centre and directs staff to work with County staff to develop an acceptable design.**

Yes (4): Mayor Brown, Deputy Mayor Macintosh, Councillor Andrews, and Councillor Sherwood

No (3): Councillor Peters, Councillor Post, and Councillor Taylor

**Carried (4 to 3)**

## 12.4 Planning Applications Summary for 2020, INS-2021-009

**Resolution 2021-039**
Moved by Councillor Taylor
Seconded by Councillor Andrews

**That report INS-2021-009, Planning Applications Summary for 2020, be received.**

**Carried**

## 12.5 Riddell Road Intersection Analyses, INS-2021-005

**Resolution 2021-040**
Moved by Councillor Andrews
Seconded by Councillor Post

**That report INS-2021-005, Riddell Road Intersection Analyses be received;**

**And that Council implement protected left turn signals at each intersection set out in the Paradigm Riddell Road Assessment of Intersections Report;**

**And that Council direct Staff to include $87,000.00 in the 2021 Capital Budget to fund this project.**

**Carried Unanimously**

## 12.6 Sustainable Orangeville 2020 Annual Update, CPS-2021-003

**Resolution 2021-041**
Moved by Councillor Peters
Seconded by Councillor Post

**That report CPS-2021-003, titled Sustainable Orangeville 2020 annual update be received;**

**And that Council approve the carry-over of $12,500 from the 2020 committee budget funds for projects that were started and are scheduled for completion in 2021;**

**And that the balance of the 2020 committee budget funds be transferred in to the Environmental Reserve fund for future sustainability projects.**

**Carried**

**12.7 Traffic By-law Amendment – Town-Wide Speed Limit Reduction, INS-2021-006**

**Resolution 2021-042**
Moved by Councillor Post
Seconded by Councillor Andrews

**That report INS-2021-006, Traffic By-law Amendment – Town-Wide Speed Limit Reduction, be received;**

**And that Council pass a By-law to amend Traffic By-law 78-2005 to reduce the speed limit on most Town roads from 50 km/h to 40 km/h and to add Rolling Hills Drive, McCannell Avenue and Blind Line to the list of Community Safety Zones;**

**And that $25,000.00 be allocated in the 2021 Capital Budget to fund this project.**

**Carried**

## 13. Correspondence

**Resolution 2021-043**
Moved by Deputy Mayor Macintosh
Seconded by Councillor Taylor

**That the following correspondence be received:**
**Township of East Garafraxa, Notice of Adoption**
**Dufferin County, Conservation Authorities Working Group Composition**

**Carried**

## 14. Committee/Board Minutes

**Resolution 2021-044**
Moved by Councillor Post
Seconded by Councillor Sherwood

**That the minutes of the following meetings be received:**

**2020-01-11 Joint Accessibility Advisory Committee Minutes**
**2020-10-15 Orangeville BIA Minutes**
**2020-11-26 Orangeville BIA Minutes**
**2020-12-17 Orangeville BIA Minutes**

**Carried**

## 15. Notice of Motion Prior to Meeting

None.

## 16. Notice of Motion at Meeting

Councillor Peters, Power Systems and Greenhouse Gas Emissions

## 17. New Business

None.

## 18. Question Period

None.

## 19. By-Laws

**Resolution 2021-045**
Moved by Councillor Andrews
Seconded by Councillor Peters

**That the by-laws listed below be read three times and finally passed:**

**A by-law to Assume Roads, Works and Services in the Cachet Development Subdivision, RP 7M-70**

**A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular Council Meeting held on January 25, 2021**

**Carried**

## 20. Adjournment

**Resolution 2021-046**
Moved by Deputy Mayor Macintosh
Seconded by Councillor Post

**That the meeting be adjourned at 8:46 p.m.**

**Carried**

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Sandy Brown, Mayor

_____

Karen Landry, Clerk

Report

**Subject:** **Orangeville Minor Ice User Groups Fees Review**

**Department:** **Community Services**

**Division:** **Recreation and Events**

**Report #:** **CMS-2021-002**

**Meeting Date:** **2021-02-08**

## Recommendations

**That report CMS-2021-002, Orangeville Minor Ice User Groups Fees Review, be received;**

**And that, Council approve one of the following options:**

**Option 1 – Council approve rental scenario 4 based on a non-prime ice user fee rate of $116.73 per hour (as approved in the Rates & Fees By-Law) retro-active to December 14, 2020 for the remainder of the 2020/2021 season as requested by the Orangeville Minor Hockey Association, Orangeville Girls Hockey Association and Skate Canada Orangeville,**

**Option 2 – Council approve rental scenario 1 based on a 50% reduction in ice user permit fees from $186.76 (the Registered Minor Group rate as approved in the Rates & Fees By-Law) per hour to $93.38 per hour, retro-active to December 14, 2020 (for applicable groups) for the remainder of the 2020/2021 season as requested by Orangeville Minor Hockey Association, Orangeville Girls Hockey Association and Skate Canada Orangeville.**

**Option 3 – Council not approve any reduction in fees or credits and maintain the status quo for all ice rentals.**

**And that Council provide direction to staff to administer any approved fee reduction in the form of a one time only "Rental Assistance Credit" for the confirmed rental hours to a maximum time within a ten (10) week period or until the end of May 2021. The total committed hours would only be cancelled based on a directive by the Province or WDGPH to change participant capacities which would result in groups having to decrease hours of use. All user groups must commit to their scheduled bookings within the approved option to qualify for the credit.**

**Background and Analysis**

The 2020/2021 recreation ice season has been challenging for Town staff planning facility permits and maintenance and for user groups to plan programs due to the COVID-19 pandemic. Town of Orangeville facilities and recreation staff have met on a regular basis with ice user groups since July 2020 to ensure plans and protocols were in place to have programs and facility permits operating in accordance with provincial and local public health directives and legislation.

With the second provincewide shutdown beginning December 26, 2021 and recently extended to February 11th, this has had a huge impact on facility operations, permits and community user groups. The underpinning results of all Public Health protocols based on colour zones is a directive based on participant capacities wherein we must ensure strict physical distancing of 2 metres in all indoor and outdoor sports and recreation. These protocol's limit the number of participants per hour in ice team sports to a maximum of 10 with no contact, resulting in less game/skill sessions per participant. The Skate Canada program (individual based activity) is limited to 10 per session on a national standard ice pad.

The COVID 19 pandemic impacts all sport and recreation programs and services by limiting participation, resulting in unprecedented physical, financial and social barriers. Council should be aware while considering this report, that while the report is responding to the request to consider minor ice user rates that it may receive further request for financial support through rate discounts, credits etc. due to the continued COVID realities. All sport organizations are challenged to deliver programs on a sustainable basis due to lower participant registration and lower numbers permitted at all indoor and outdoor recreation facilities.

Orangeville Minor Hockey Association (OMHA), Orangeville Girls Hockey Association (OGHA) and Skate Canada Orangeville delegated to Orangeville Town Council on January 11, 2021 requesting a 50% reduction in ice permit fees from December 14, 2020 to the end of the 2020/2021 ice season. At that meeting, Council requested that staff prepare a report reviewing permit fees and reductions.

Each of the ice user groups have requested 10 weeks of ice time, which would allow them to complete their 2020/2021 seasons, to begin when provincial direction to re-open recreation facilities is given. The Ontario Hockey Federation (OHF) has granted minor hockey organizations approval to continue the hockey season until May 31, 2021 if ice time is available to clubs in their local community. If the Town continues to keep ice in the arenas, the remaining 10 weeks of ice time can be accommodated up to May 31st, and will allow a flexible return to play, based on the province's re-opening date,

which at the time of this report was written, is still unknown. This uncertainty of a relaunch date makes projection of the ice season difficult and everyday we're in shutdown is costly, i.e. in ongoing expense to maintain ice and the ongoing loss of revenue.

In reviewing this request, the chart below outlines each of the user groups permit hours comparing the 2018/2019 and the 2019/2020 season to the 2020/2021 season. The 2019/2020 season (and prior) had all four ice pads operating and showing three ice pads operating for the 2020/2021 season based on user demand. **Figure 1** breaks down the first half of the 2020/2021 season with actuals from September to December 2020 and minor group requested hours for the remainder of the season.

**Figure 1**

**Ice Revenue and Hours**

| | 4 ice pads Sept. 1, 2018 to Mar.31, 2019 | | 4 ice pads Sept. 1, 2019 to Mar.12, 2020 | | 3 ice pads Sept. 4, 2020 to Dec. 23, 2020 | | 3 ice pads Tentative Hours Requested for 2021 | |
|---|---|---|---|---|---|---|---|---|
| **Organization** | **Hours Used** | **2018/2019 Rev.** | **Hours used** | **2019/2020 Rev.** | **Hours used** | **Rev.** | **Hours** | **Rev.** |
| OMHA | 2,637 | $ 472,422.80 | 2,683 | $ 490,938.45 | 915 | $ 171,010.48 | 942 | $ 175,927.92 |
| OGHA | 1,095 | $ 196,310.41 | 1,119 | $ 204,744.89 | 489 | $ 91,411.83 | 396 | $ 73,956.96 |
| Skate Canada | 235 | $ 42,125.22 | 227 | $ 41,683.23 | 129 | $ 24,216.96 | 97 | $ 18,115.72 |
| **Totals** | **3,967** | **$ 710,858.43** | **4,029** | **$ 737,366.57** | **1,533** | **$ 286,639.27** | **1,435** | **$ 268,000.60** |

Ice Permit Fee of $179.16 per hour for the 2018/2019 season

Ice Permit Fee of $182.92 per hour for the 2019/2020 season

Ice Permit Fee of $186.76 per hour for the 2019/2020 season

Due to the COVID-19 pandemic, recreation centres and facility permit revenue has resulted in significant losses. While the 2019/2020 season was cut short due to the first provincewide shutdown, overall ice rental hours were slightly higher in 2019/2020 with a 1.5% increase in rental hours and a 3.5% increase in revenue over the previous season.

In comparing the 2020/2021 season to the 2019/2020 season, only three ice pads are in operation (at the time of this report). To date, a total of 1,533 hours has been used, totalling $286,639 in revenue. There is no guarantee that the remainder of the 2020/2021 will be completed. Using the requested hours for the remainder of the season provides some comparison to last season. If the remainder of the season is completed, total ice usage hours will be 2,968 with $554,639 (based on current rates) collected in revenue. This is a decrease/loss in revenue of $182,726 from last year's season (2019/2020). It should be noted that our regular/typical ice season concludes in March for Alder Red, TR 'A' and TR 'B' with Green rink remains in service until the first week in May.

If we add the ice revenue losses from all other rentals (adult rec etc) compared to previous year averages we would show an overall total revenue loss of $357,726, i.e. $182,726 for minor and $175,000 for adult leagues and other rentals. Any further discounts or credits would be added to these revenue losses to date.

The following minor group rental scenario's are provided for Council's review and consideration:

**Rental Scenario 1 – Three Ice Pads at 50% Permit Fee Reduction**

The current ice rental rate for minor sports groups is $186.76 per hour. A 50% reduction in the ice rental rates as requested by OMHA, OGHA and Skate Canada Orangeville would be $93.38 per hour.

**Figure 2** outlines the requested ice hours for the remainder of the 2020/2021 season per group if the Town continues to operate three ice pads with a revenue decrease of 50% or $134,000.00.

**Figure 2**

**Ice Revenue at 50% Permit Fee Reduction**

| 3 ice pads Tentative Hours Requested for 2021 | | Revenue decrease from requested hours |
|---|---|---|
| Hours | Rev. | |
| 942 | $ 87,963.96 | $ (87,963.96) |
| 396 | $ 36,978.48 | $ (36,978.48) |
| 97 | $ 9,057.86 | $ (9,057.86) |
| **1,435** | **$ 134,000.30** | $ (134,000.30) |

Requested 50% reduction of Ice Permit Fee @ $93.38 per hour

If a 50% reduction in user fees is approved the total revenue collected for the 2020/2021 season will be $420,693 a decrease of 24% over the anticipated revenue of $554,639 and a decrease of 45.95% over the 2019/2020 season.

**Rental Scenario 2 – Three Ice Pads at Non-Prime Rate for Permit Fee Reduction**

The Recreation, Facilities and Parks User Rates and Fees policy/by-law currently does not have a rate of $93.38 per hour. The non-prime rate of $116.73 per hour is an approved rate under the bylaw. **Figure 3** provides an overview of user fees per group using a non-prime rate option. The revenue decrease/loss would be $100,493.00 as compared to $134,000.00 at the 50% reduction.

**Figure 3**

**Ice Revenue at Non-Prime Permit Fee Rate**

| 3 ice pads Tentative Hours Requested for 2021 | | Revenue decrease from requested hours |
|---|---|---|
| Hours | Rev. | |
| 942 | $ 109,959.66 | $ (65,968.26) |
| 396 | $ 46,225.08 | $ (27,731.88) |
| 97 | $ 11,322.81 | $ (6,792.91) |
| **1,435** | **$ 167,507.55** | **$ (100,493.05)** |

Non-Prime Permit Fee @ $116.73 per hour

If the non-prime rate is approved the total revenue collected for the 2020/2021 season will be $454,146 a decrease of 18% over the anticipated revenue of $554,639 and a decrease of 38% over the 2019/2020 season.

### Rental Scenario 3 – Two Ice Pads at 50% Permit Fee Reduction

The proposed scenario 3 is based on considering ways to decrease operational expenses associated with maintaining ice vs dry floors and creating an opportunity to allow spring and summer groups to access dry floors while the ice season is extended into late May month.

If the Town decreases the number of available ice pads from three to two pads, a 30% reduction of ice time for each organization will be required. **Figure 4** outlines the hours and revenue for two ice pads at the 50% reduced hourly rate of $93.38 per hour with an overall revenue decrease/loss of $174,200.

**Figure 4**

**Reduction from 3 Ice Pads to 2 Ice Pads**

**30% Reduction in User Hours @$93.38/hour @ 50% Reduced Permit Rate**

| 2 ice pads Tentative Hours Requested for 2021 | | Revenue decrease from requested hours |
|---|---|---|
| Hours | Rev. | |
| 659.4 | $ 61,574.77 | $ (114,353.15) |
| 277.2 | $ 25,884.94 | $ (48,072.02) |
| 67.9 | $ 6,340.50 | $ (11,775.22) |
| **1,005** | **$ 93,800.21** | **$ (174,200.39)** |

Requested 50% reduction of Ice Permit Fee @ $93.38 per hour

If a 50% reduction in user fees is approved, and only two ice pads are in use, the total revenue collected for the 2020/2021 season will be $380,439 a decrease of 31% over

the anticipated revenue of $554,639 and a decrease of 48% over the 2019/2020 season.

**Rental Scenario 4 – Two Ice Pads at Non-Prime Rate for Permit Fee Reduction**

If ice time is offered at the non-prime rate of $116.73 per hour there will be a decrease/loss of $150,745.00 in revenue. See Figure 5 for overview.

**Figure 5**

| | | | |
|---|---|---|---|
| | **Reduction from 3 Pads to 2 Pads** | | |
| | **30% Reduction in User Hours @$116.73/hour @ Non-Prime Rate** | | |
| | | | |
| | **2 ice pads Tentative Hours Requested for 2021** | | **Revenue decrease from requested hours** |
| | **Hours** | **Rev.** | |
| | 659.4 | $ 76,971.76 | $ (98,956.16) |
| | 277.2 | $ 32,357.56 | $ (41,599.40) |
| | 67.9 | $ 7,925.97 | $ (10,189.75) |
| | **1,005** | **$ 117,255.29** | **$ (150,745.31)** |
| | Non-Prime Permit Fee @ $116.73 per hour | | |

If the non-prime rate is approved, and only two ice pads are in use, the total revenue collected for the 2020/2021 season will be $403,894 a decrease of 27% over the anticipated revenue of $554,639 and a decrease of 45% over the 2019/2020 season.

This scenario from a staff perspective is considered optimal under the current realities in the sense that it provides a compromise on lowering fees to minor while staying within the current Rates and Fees policy by simply recognizing all ice hours to be non-prime time, due to the impact of COVID (lower ice participant capacity directives). Given that our regular season for ice ends on three pads in March and dry use is triggered in March and April (lacrosse season), an extension of two ice pads in Alder still allows us to bring dry surfaces on two pads in TR to allow a compromise for lacrosse and potentially other dry uses such as Farmers Market, indoor soccer and ball-hockey which results in the creation of more revenue generators from both our ice and dry sides while we accommodate the needs of ice users.

On average the making of an artificial ice surface (85x200) cost in the range of $25,000 per month (refrigeration system cost) this does not include indirect overhead cost such as staff, janitorial cost etc. The extension of two surfaces at Alder for two months will have a direct additional cost estimated at $100.000.

**Balancing Fiscal Realities with Social Need**

The fiscal responsibility of the Community Services Department is to deliver programs and services while understanding the capital and operational costs associated with individual facilities and services. In what is considered a normal business year we would ensure that facilities, services, and related fees are provided in a manner that is sustainable and are provided in an effective and efficient manner. The fiscal realities of the COVID 19 pandemic are clearly unprecedented (not normal) and continues to challenge all levels of government, business and the not for profit sector, including sport organizations.

The social need that is currently being driven by COVID 19 challenges all communities to balance cost recovery philosophical principles around accessibility, inclusivity and affordability with its fiscal responsibilities. The Town promotes and encourages community health and wellness, the reduction of barriers to participation and access to public recreation facilities and services. The Town also ensures that fees for facilities and services are fair and competitive to encourage maximum participation of all.

The recommendations of this report is based on an attempt to balance fiscal responsibility with social need while identifying a potential for compromise in a environment that is clearly without precedent.

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**Strategic Alignment**

**Orangeville Forward – Strategic Plan**

Priority Area: Municipal Services
Strong Governance
Community Stewardship

Objective: Respectful of cost and impact to the community
Transparent and fair decision-making processes
Active and healthy

**Sustainable Neighbourhood Action Plan**

Theme: Social Well-being

Strategy: Providing accessible social and community program options that support health, wellness and learning.

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**Notice Provisions**

N/A.

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**Financial Impact**

**Scenario 1 – Three Ice Pads at 50% Permit Fee Reduction**

If a 50% reduction in user fees is approved the total revenue collected for the 2020/2021 season will be **$420,693** a decrease of 24% over the anticipated revenue of $554,639 and a decrease of 45.95% over the 2019/2020 season.

**Scenario 2 – Three Ice Pads at Non-Prime Rate for Permit Fee Reduction**

If the non-prime rate is approved the total revenue collected for the 2020/2021 season will be **$454,146** a decrease of 18% over the anticipated revenue of $554,639 and a decrease of 38% over the 2019/2020 season.

**Scenario 3 – Two Ice Pads at 50% Permit Fee Reduction**

If a 50% reduction in user fees is approved, and only two ice pads are in use, the total revenue collected for the 2020/2021 season will be **$380,439** a decrease of 31% over the anticipated revenue of $554,639 and a decrease of 48% over the 2019/2020 season.

**Scenario 4 – Two Ice Pads at Non-Prime Rate for Permit Fee Reduction**

If the non-prime rate is approved, and only two ice pads are in use, the total revenue collected for the 2020/2021 season will be **$403,894** a decrease of 27% over the anticipated revenue of $554,639 and a decrease of 45% over the 2019/2020 season.

Respectfully submitted

Raymond Osmond
General Manager, Community Services

Prepared by

Sharon Doherty
Manager Recreation & Events, Community Services

**Attachment(s):** Not Applicable

Report

**Subject:** **MTEC Funding Agreement**

**Department:** **Corporate Services**

**Division:** **Finance**

**Report #:** **CPS-2021-008**

**Meeting Date:** **2021-02-08**

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## Recommendations

**That report CPS-2021-008, dated February 8, 2021, MTEC Funding Agreement be received.**

**And that Council consider a by-law authorizing the Mayor and Town Clerk to sign a Transfer Payment Agreement with the Ministry of Transportation for 2020 funding.**

## Background and Analysis

In response to the COVID-19 pandemic, the Province has agreed to provide funding to the Town of Orangeville for the Municipal Transit Enhanced Cleaning ("MTEC").

The purpose of the Program is to provide funds to Ontario municipalities to support enhanced cleaning measures for public transportation.

The Town of Orangeville will be eligible to receive a maximum of $12,019 for the 2020 program.

In order to receive funding, the Transfer Payment Agreement must be signed and authorized by a Town by-law.

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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Strong Governance

Objective: Positive relationships with other governments, agencies and private sector

## Sustainable Neighbourhood Action Plan

Theme: Corporate and Fiscal

Strategy: Encourage and support inter-departmental collaboration and communication to facilitate the adoption of sustainable practices in the municipality

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## Notice Provisions

None

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## Financial Impact

Any costs associated with enhanced cleaning will be covered by the grant, up to a maximum of $12,019, as such has reduced operating budget demands for tax level contributions.

Respectfully submitted

Nandini Syed, MPA, CMM III, CPA, CMA
Treasurer, Corporate Services

Reviewed by

Faye West, CPA, CGA
Deputy Treasurer, Corporate Services

Prepared by

Rebecca Medeiros, CPA, CA
Financial Analyst - Operations, Corporate Services

**Attachment(s):** 1. Transfer Payment Agreement for Municipal Transit Enhanced Cleaning

**TRANSFER PAYMENT AGREEMENT**
**FOR MUNICIPAL TRANSIT ENHANCED CLEANING**

**THIS TRANSFER PAYMENT AGREEMENT** for Municipal Transit Enhanced Cleaning (the "Agreement") is effective as of the Effective Date (both "Agreement" and "Effective Date" as further defined in section A1.2 (Definitions)).

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario** as represented by the Minister of Transportation for the Province of Ontario

**(**the **"Province")**

**- and -**

**The Corporation of the Town of Orangeville**

**(**the **"Recipient")**

**BACKGROUND:**

In response to the COVID-19 pandemic and subject to the terms and conditions set out in the Agreement, the Province has agreed to provide funding to the Recipient for the Municipal Transit Enhanced Cleaning ("MTEC" as further defined in section A1.2 (Definitions)).

**CONSIDERATION:**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

## 1.0 ENTIRE AGREEMENT

1.1 **Schedules and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Contact Information and Authorized Representatives
Schedule "C" - Eligible Expenditures and Ineligible Expenditures
Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures
Sub-schedule "D.1" - Claim and Attestation Form

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

(a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or

(b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.**

(a) The Agreement may:

(i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or

(ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.

(b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

## 4.0 AMENDING THE AGREEMENT

4.1 **Amendments.** The Agreement may only be amended by a written agreement.

4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) may be executed by the respective representatives of the

Parties listed in Schedule “B” (Contact Information and Authorized Representatives).

## 5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

(a) the Funds are to assist the Recipient to carry out the MTEC and not to provide goods or services to the Province;

(b) the Province is not responsible for carrying out the MTEC; and

(c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**, represented by the Minister of Transportation for the Province of Ontario

_____ _____

Date

Name: Caroline Mulroney
Title: Minister

**THE CORPORATION OF THE TOWN OF ORANGEVILLE**

_____ _____

Date

Name: Sandy Brown
Title: Mayor

I have authority to bind the Recipient.

_____ _____

Date

Name: Karen Landry
Title: Town Clerk

I have authority to bind the Recipient.

## SCHEDULE "A"
## GENERAL TERMS AND CONDITIONS

### A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Agreement"** means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

**"Authorities"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the MTEC, or both.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date of signature by the last signing Party to the Agreement.

**"Eligible Expenditures"** means the costs of the MTEC that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

**“Event of Default”** has the meaning ascribed to it in section A12.1 (Events of Default).

**“Expiry Date”** means June 30, 2021.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Ineligible Expenditures”** means the costs of the MTEC that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the MTEC or any other part of the Agreement.

**“Maximum Funds”** means $12,019.

**“MTEC”** means the municipal transit enhanced cleaning as described in section C1.1 (Description of the MTEC).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remedying).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the MTEC or with any other part of the Agreement.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4 (Records Review).

**“Reports”** means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

**"Requirements of Law"** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

## A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 **General.** The Recipient represents, warrants and covenants that:

(a) it has, and will continue to have, the experience and expertise necessary to carry out the MTEC;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the MTEC, the Funds, or both;

(c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 unprecedented times, through a process that promotes the best value for the money;

(d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance); and

(e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the MTEC and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

(a) procedures to enable the Recipient to manage the Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the MTEC successfully;

(c) procedures to address any identified risks to the MTEC initiatives, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

## A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action and Termination for Event of Default).

## A4.0 FUNDS AND CARRYING OUT THE MTEC

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds towards the Eligible Expenditures the Recipient incurred and paid for the purpose of carrying out the MTEC;

(b) provide the Funds to the Recipient in accordance with the payment procedures provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1 (Funds Provided):

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of the Agreement by the

Recipient by municipal by-law; and

(b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission).

A4.3 **Use of Funds and Carry Out the MTEC.** The Recipient will do all of the following:

(a) spend the Funds only for Eligible Expenditures; and

(b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual Eligible Expenditures to the Recipient to carry out the MTEC, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

## A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 **Disposal.** The Recipient agrees not to sell, lease or otherwise dispose of any assets acquired with the Funds without the Province's prior written consent.

## A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect to how the MTEC has been and will continue to be carried out and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the MTEC, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):

(i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedure); and

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

(a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the MTEC; and

(b) all non-financial records and documents relating to the Funds or otherwise to the MTEC.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties; and

(b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;

(b) assisting the Province in copying records and documents;

(c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its MTEC-related publications whether written, oral or visual:

(a) acknowledge the support of the Province for the MTEC;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the MTEC or the Agreement.

## A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds; and

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

## A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

(a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or

(b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) provide the Recipient with an opportunity to remedy the Event of Default;

(b) suspend the payment of Funds for such period as the Province determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further instalments of Funds;

(e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;

(h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 **Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 **When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

## A13.0 FUNDS UPON EXPIRY

A13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and interest remaining in its possession or under its control.

## A14.0 DEBT DUE AND PAYMENT

A14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A15.0 NOTICE

A15.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule "B" (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and

(b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 **Postal Disruption.** Despite paragraph A15.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery or courier.

## A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## A17.0 SEVERABILITY OF PROVISIONS

A17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## A18.0 WAIVER

A18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

## A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

## A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's successors, and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

## A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in

substitution for, any of its rights and remedies provided by law or in equity.

## A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## A26.0 SURVIVAL

A26.1 **Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"
## CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

| | | |
|---|---|---|
| **Contact information for the purposes of Notice to the Province** | **Address:**<br><br><br><br><br>**Attention:**<br><br><br>**Phone:**<br>**Email:** | Strategic Investments Office<br>Ministry of Transportation<br>777 Bay, 30th Floor<br>Toronto, ON<br>M7A 2J8<br>Kevin Dowling, Manager, Strategic Investments Office<br><br>(416) 585-6312<br>kevin.dowling@ontario.ca |
| **Contact information for the purposes of Notice to the Recipient** | **Position:**<br>**Address:**<br><br><br><br>**Phone:**<br>**Email:** | Manager of Transportation<br>87 Broadway<br>Orangeville ON<br>L9W 1K1<br><br>(519) 941-0440 x2260<br>jlackey@orangeville.ca |
| **Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement** | **Position:**<br>**Address:**<br><br><br><br>**Phone:**<br>**Email:** | Treasurer<br>87 Broadway<br>Orangeville ON<br>L9W 1K1<br><br>(519) 941-0440 x2235<br>nsyed@orangeville.ca |
| **Authorized representative of the Province for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)** | **Position:** | Director,<br>Municipal Programs Branch,<br>Ministry of Transportation |
| **Authorized representative of the Recipient for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)** | **Position:** | Clerk |

## SCHEDULE "C"
## ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

### C1.0 MTEC

C1.1 **Description of the MTEC.** To address health related issues in respect of the COVID-19 pandemic, the Recipient has been acquiring goods and services for the MTEC of its transit system. Subject to Article C2.1 (Scope of Eligible Expenditures) and for greater clarity, the costs of the MTEC that are eligible for funding by the Province under the Agreement are only those that are supplemental to the Recipient's regular transit system cleaning.

### C2.0 ELIGIBLE EXPENDITURES

C2.1 **Scope of Eligible Expenditures.** Subject to Article C3.0 (Ineligible Expenditures), Eligible Expenditures include the direct costs incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020 and that, in the opinion of the Province, are considered to have been properly and reasonably incurred and are necessary for the MTEC of transit vehicles and any other public and non-public facing transit assets, that provide or support transit services. In addition to having been incurred, these costs will have to have been paid by the Recipient prior to being submitted to the Province for payment and may include:

(a) costs of cleaning materials for the MTEC;

(b) costs of hand sanitizer for passenger and staff use;

(c) costs of safety wear for the MTEC, such as gloves or goggles;

(d) costs of equipment purchased for the MTEC;

(e) costs of contracted services for the MTEC;

(f) costs of salaries, including redeployment of staff, for the MTEC; and

(g) any other costs that, in the opinion of the Province, are considered necessary for the MTEC.

### C3.0 INELIGIBLE EXPENDITURES

C3.1 **Scope of Ineligible Expenditures.** Without limitation, the following costs will be considered Ineligible Expenditures:

(a) costs incurred before April 1, 2020 and after December 31, 2020;

(b) costs not paid prior to having been submitted to the Province for payment;

(c) marketing costs including advertising, promotion and communications;

(d) core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, and computers);

(e) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);

(f) legal, audit, or interest fees;

(g) budget deficits;

(h) personal protective equipment, unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);

(i) refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.); and

(j) any other costs that, in the opinion of the Province, are considered ineligible for payment under the Agreement.

## SCHEDULE "D"
## CLAIM AND ATTESTATION SUBMISSION, SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES

### D1.0 CLAIM AND ATTESTATION

D1.1 **Claim and Attestation from the Recipient's Senior Financial Official.** The Recipient will use the form in Sub-schedule "D.1" (Claim and Attestation Form) for the submission of its claim for payment.

### D2.0 SUPPORTING DOCUMENTATION

D2.1 **Report on Expenditures and Additional Report and Information.** The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient's Senior Financial Official), submit the following supporting documentation with its claim for payment:

(a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule "D.1" (Claim and Attestation Form); and

(b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

### D3.0 PAYMENT PROCEDURES

D3.1 **Submission of Claim for Payment and Required Documentation.** The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient's Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before January 31, 2021.

D3.2 **Claim Payments.** Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 **No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after January 31, 2021, or both.

**SUB-SCHEDULE "D.1"**
**CLAIM AND ATTESTATION FORM**

Ministry of Transportation File No.: _____

**TO:** Ministry of Transportation
Transportation Programs Office
10th Floor
151 Bloor Street West
Toronto, ON M5S 1S4

Attention: Manager, Transportation Programs Office
Email: MTO-Transit Cleaning Funding @Ontario.ca

**FROM:** **[Insert address of the senior official]**

Attention: **[insert name and title of Recipient senior official]**
Telephone No.: **[insert telephone number of Recipient senior official]**

**RE:** **Transfer Payment Agreement for Municipal Transit Enhanced Cleaning**

In the matter of the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on **[insert the month day, and year]** _____ (the "Agreement").

I, _____ **[insert the name and title of the senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

1. On and as of the date set out below:

   a. all representations and warranties contained in Article A2.0 (Representations, Warranties and Covenants) and section A6.1 (No Conflict of Interest) of the Agreement are true and accurate;

   b. Funds have been solely used on Eligible Expenditures as claimed in this Claim and Attestation Form and the Form of Report on Expenditures attached as Appendix A (Form of Report on Expenditures) to this Claim and Attestation Form;

c. the Recipient is in compliance with all the terms and conditions of the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing; and

d. all records (including, without limitation, contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement.

2. The Eligible Expenditures have been incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020, and paid on or before January 31, 2021.

By signing below, I hereby claim a payment in the amount of $ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the MTEC costs.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

| | |
|---|---|
| _____ | _____ |
| Name: | Witness Name: |
| Title: | Title: |

I have authority to bind the Recipient.

**APPENDIX A**
**FORM OF REPORT ON EXPENDITURES**
**TO**
**SUB-SCHEDULE "D.1" (CLAIM AND ATTESTATION FORM)**

| MTEC Expenditure Report - April 1, 2020 to December 31, 2020 | |
|---|---|
| **Date:** | |
| **Recipient's Name:** | |
| **Total Funds Allocated:** | |
| **Total Funds Claimed:** | |
| **Remaining Allocation:** | |

| | Period of Work Performed | | | | | Amount Paid ($) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Date of Invoice (if Applicable) (DD/MM/YY) | From (DD/MM/YY) | To (DD/MM/YY) | Vendor Name | Description of Expense | Eligibility per Schedule "C" | Subtotal w/o HST ($) (a) | Total HST ($) (b) | Recoverable HST ($) (c) | Net Total ($) (a) + (b) - (c) | Amount Claimed ($) |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | | | | | $0.00 | $0.00 |
| | | | | | **Total** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

| |
|---|
| **Results Achieved with Provincial Funding:** |
| **Additional Comments:** |
| **Conclusion:** |

**Recommended for payment:**

_____ _____

**Date:** **[insert/print the name and title of the Recipient's authorized representative]**

**Recommended for payment:**

_____ _____

**Date:** **[insert/print the name of the Director]**
**Director, Ministry of Transportation**

Report

**Subject:** **OPP Transition Update**

**Department:** **Administration**

**Division:** **CAO**

**Report #:** **CAO-2021-003**

**Meeting Date:** **2021-02-08**

## Recommendations

**That report CAO-2021-003, dated February 8, 2021, titled OPP transition update be received.**

## Background

On December 10, 2019 Council voted to transition to the Ontario Provincial Police (OPP) and disband the Orangeville Police Services (OPS).

On January 13, 2020 Council received report CAO-2020-001, OPP Transition Plan which outlined the tentative timelines and the official transition date of October 1, 2020.

The Ontario Civilian Police Commission (OCPC) Brief Submission was submitted on March 5, 2020 and approval was received on May 22, 2020 for approval for the Town of Orangeville to transition to the OPP.

On October 1, 2020 the Town of Orangeville officially transitioned to the OPP.

## Analysis

### Staff Transition and Recruitment

Uniform and civilian members totalling 28 members that have transitioned to the OPP. Training was completed at headquarters in Orillia until October 30, 2020 and the officers have now returned to the Orangeville Detachment.

Six civilian members have been hired full-time by the OPP and two have accepted positions with the Town of Orangeville.

The terms of the police services contract between the Town and the Ministry of Solicitor General includes a 52.58 full-time employees (FTEs) staffing compliment. As of December 31, 2020, the level was 40.58 FTEs (31.58 uniform and 9 civilian). The 12 vacant positions are being filled and recruited by the OPP, who anticipate the majority of these positions filled by the end of spring of 2021.

**OPS Severance**

The final cost of severance for Orangeville Police Services (OPS) transition is little over $5.25 Million. This final cost does not include eligible training allowance which only applies to those not offered employment with the OPP, Town or Province in the amount of $3,750 per association member payable upon provision of receipts as per the collective agreements. Training allowances is estimated to be a maximum of $108K. Other additional costs will include top up pay and pension costs as per the arbitration award. OMERS and the Public Services Pension Plan (PSPP) continue to review pensionable service and contributions based on the members OPP position and will advise the Town accordingly within the next several months.

**Financing of Severance**

The abovementioned total cost of OPS severance has been financed through the Town's Revolving Line of Credit (LOC) based on the following negotiated terms:

- The LOC terms have been negotiated to be interest only payments for the first 3 years (2021-2023). Combined interest and principal payments will resume as of January 1st, 2024. It is worthwhile to note, as mentioned above, that there are additional transitional costs such as top-up pay, education allowance, and pension plan bridge that the Town will be required to pay out in the future. As of writing this report, these numbers are not fully developed. It is not uncommon for a transition process of this magnitude to roll out over an extended period.

Given that this is a revolving line of credit, in other words an open line of credit, the Town will have the ability to pay it off at a desirable pace suitable and subject to its annual cash flow. The maximum room for amortization is 25 years, therefore, minimum principal repayment will apply effective January 1st, 2024. There is no penalty in paying it off earlier.

**Asset Transition**

The Town continues in the process of repurposing assets, particularly major assets such as vehicles and weapons. Of the twelve OPS vehicles, 7 had significantly high mileage and 5 are potentially scrap. One unmarked SUV with low mileage will be transferred to the Town for by-law enforcement and the remaining 11 vehicles are being sold to the highest bid of $46,400 plus applicable taxes.

The OPP has acquired the below list of firearms determined at a fair market value as listed. The additional firearms and ammunition are in custody of the OPP as there is no market for these items. OPP will be assisting in the destruction of these, at no cost to the Town.

| Description | Quantity | Offer |
|---|---|---|
| Conducted Energy Weapons (CEW) | 21 | $10,627 |
| Colt C8s | 6 | $ 9,150 |
| Canadian Forces C8s | 4 | $ 2,260 |
| **TOTAL:** | **31** | **$22,037** |

**Records Transfer**
The Town entered into an agreement with the Orangeville Police Service Board effective September 15, 2020 to provide archival services. The Town is working with the Board to verify and classify all inactive records received in accordance with the Board's Records Retention Policy. Active policing records were transferred to the OPP.

**Police Facility Renovations**
The Town contracted Formworks, Inc. Architects for the facility design plans, Baker Engineering and Risk Consultants Inc. as the engineering firm for safety and security upgrades according to OPP guidelines and W. S. Morgan for the construction project.

OPP assumed control of the facility on October 1, 2020 and the detachment became accessible to the public on November 3, 2020. Due to the Covid-19 pandemic the General Contractor experienced a small number of material delays that resulted in adjustments to the construction schedule. The construction project team in consultation with OPP has re-scheduled a number of minor renovations including the installation of specialized doors within the facility and the replacement of the main entrance door over the coming weeks so as not to conflict with OPP operations.

Overall the police facility renovation project remains within the approved budget of $1.1M with a marginal surplus for the completion of the minor task still to be completed. No additional charges are anticipated at this time.

**Annual Billing Statement**
The annual billing statement for the period of October 1 through to December 31, 2020 based on the FTEs in place during that period of 39.58, and one additional FTE effective December 14, 2020 was $1,571,424, excluding initial costs and credit for the weapons purchased by OPP.

The annual billing statement estimate costs for 2021, at the contracted full staffing compliment of 52.58 FTE's is forecasted at $715,495 monthly. The actual monthly billing statements are pro-rated for the FTE levels based upon the effective start dates and therefore the January 2021 monthly billing statement was $545,535 as the Town is only being billed for the 40.58 FTE's currently in place.

The Town is not billed for vacant positions. The OPP will provide a revised annual estimate as vacant positions are filled.

## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Strong Governance and Community Stewardship

Objective: Enhanced Communication, Safe and protected services

### Sustainable Neighbourhood Action Plan

Theme: Corporate and Fiscal

Strategy: Create and integrate sustainable principles into Town policies, processes and practices.

## Notice Provisions

N/A

## Financial Impact

The OPP transition continues to trend within its estimated transition costs. Further financial updates will be presented as they become available.

Respectfully submitted

Ed Brennan
Chief Administrative Officer

Reviewed by

Andrea McKinney
General Manager, Corporate Services

Reviewed by

Ray Osmond
General Manager, Community Services

Prepared by

Andrea Shaw
Executive Assistant

**Attachment(s):** 1. Not Applicable

Report

**Subject:** **Provincial Transit Gas Tax Funding Agreement**

**Department:** **Corporate Services**

**Division:** **Finance**

**Report #:** **CPS-2021-009**

**Meeting Date:** **2021-02-08**

## Recommendations

**That report CPS-2021-009, dated February 8, 2021, Provincial Transit Gas Tax Funding Agreement, be received.**

**And that Council consider a by-law authorizing the Mayor and Treasurer to sign a Letter of Agreement with the Ministry of Transportation for 2020/21 funding.**

## Background and Analysis

Under the Dedicated Gas Tax Funds for Public Transportation Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities.

The purpose of the Program is to provide dedicated gas tax funds to Ontario municipalities to support local public transportation services, and to increase overall ridership through the expansion of public transportation capital infrastructure and levels of service.

The Town of Orangeville will be eligible to receive $287,668 for the 2020/21 program.

In order to receive funding, the Letter of Agreement must be signed and authorized by a Town by-law.

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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Strong Governance

Objective: Positive relationships with other governments, agencies and private sector

**Sustainable Neighbourhood Action Plan**

Theme: Corporate and Fiscal

Strategy: Encourage and support inter-departmental collaboration and communication to facilitate the adoption of sustainable practices in the municipality

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**Notice Provisions**

None

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**Financial Impact**

The allocation has been accounted for in the 2021 Budget.

Respectfully submitted

Nandini Syed, MPA, CMM III, CPA, CMA
Treasurer, Corporate Services

Reviewed by

Faye West, CPA, CGA
Deputy Treasurer, Corporate Services

Prepared by

Mandip Jhajj, CPA, CGA
Asset Management Specialist, Corporate Services

**Attachment(s):** 1. Letter of Agreement

**Ministry of Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des Transports**

Bureau de la ministre

777, rue Bay, 5e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports

Ontario

January 14, 2021

Mayor Sandy Brown
Town of Orangeville
87 Broadway
Orangeville ON L9W 1K1

Dear Mayor Brown:

**RE: Dedicated Gas Tax Funds for Public Transportation Program**

---

This Letter of Agreement between the **Town of Orangeville** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2020-21 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **$287,668** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **$215,751**; and any remaining payment(s) will be provided thereafter.

…/3

3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.

5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.

6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.

7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2020-21 Program year.

8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.

10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.

11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

…/3

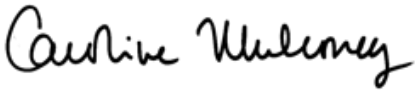
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print and secure the required signatures, and then deliver a fully signed pdf copy to the Ministry at the email account below. Subject to the province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account: MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

**Municipality**

| | |
|---|---|
| _____ | _____ |
| Date | Name (print):<br>Title (head of council or authorized delegate):<br><br>I have authority to bind the Municipality. |
| _____ | _____ |
| Date: | Name (print):<br>Title (clerk or authorized delegate):<br><br>I have authority to bind the Municipality. |

Chartered
Professional
Accountants

January 22, 2021

The Corporation of the Town of Orangeville
87 Broadway
Orangeville, ON
L9W 1K1

Dear Members of Council:

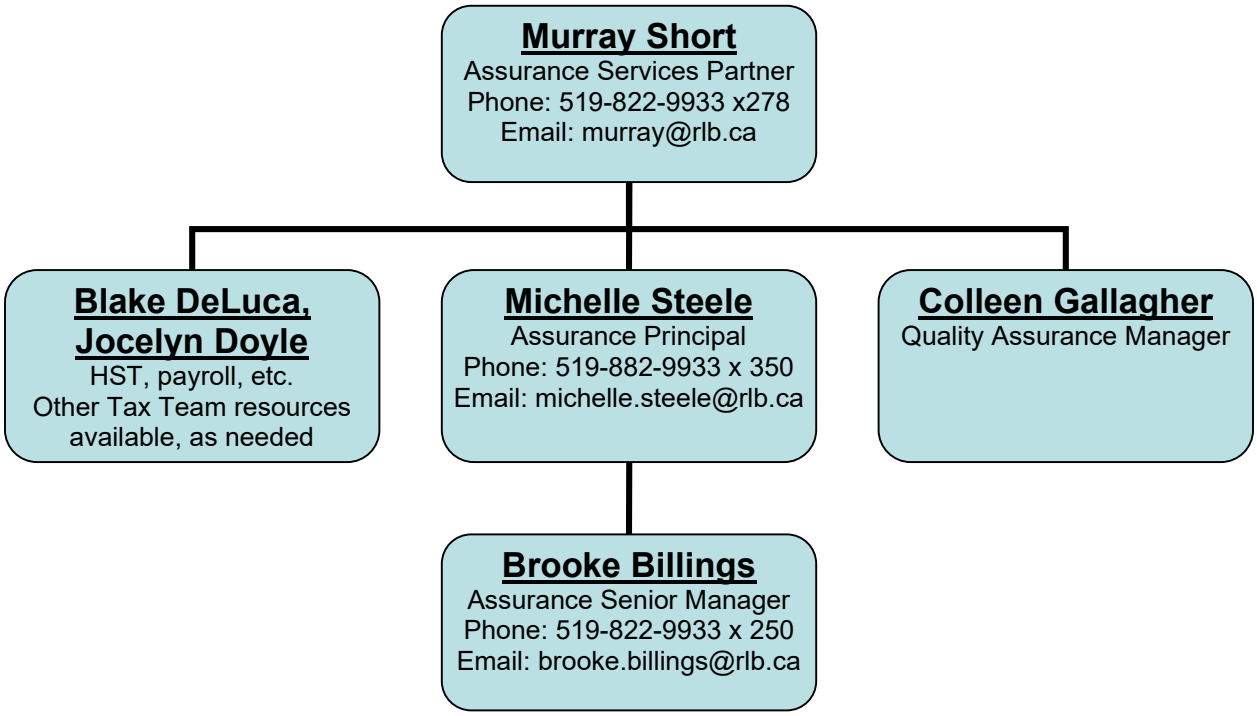
Thank you for re-appointing RLB LLP as auditors of The Corporation of the Town of Orangeville for the year ended December 31, 2020. The purpose of this letter is to communicate our 2020 audit plan for The Corporation of the Town of Orangeville and to ensure that management and Council are aware of the following:

- Objectives and scope of our audit
- Planned approach for the 2020 financial statement audit
- Update on issues that may impact the audit in current and future years
- Areas of emphasis

**RLB LLP's Objective and Scope of our Audit**

- Obtain reasonable assurance that the financial statements are free of material misstatement
- Evaluate the fairness of presentation of the financial statements in conformity with accounting standards established by the Chartered Professional Accountants of Canada
- Report to management and Council:
    - Significant internal control weaknesses
    - Matters required under Canadian Auditing Standards
    - Matters we believe should be brought to your attention

**RLB LLP's Assurance Service Team**




**Financial Reporting Responsibilities**

*Council*

- Provide, as a part of financial process, effective corporate governance
- Regular oversight and review of financial information and management financial process
- Ensure accurate financial reporting and sound internal controls
- Review performance measures
- Approve the Audited Financial Statements

*Management*

- Maintain cost-effective internal control environment
- Provide timely and accurate disclosure of financial results
- Report results on a fair and consistent basis
- Exercise care in establishing accounting estimates
- Apply appropriate accounting principles
- Establish internal controls over fraud and error

*RLB LLP*

- Perform cost-effective risk based audits tailored for your organization's specific risks
- Review the effectiveness and reliability of key internal controls
- Assess accounting principles, estimates and financial disclosures in accordance with accounting standards
- Provide year end reporting to Council
- Provide our opinion in the audit report which we attach to management financial statements

**Management Deliverables**

- Prepare required information as agreed with RLB LLP to be able to perform the audit
- Provide documentation and support for accounting used by management for all significant or unusual transactions and estimates
- Identify related parties, if applicable
- Provide written representations

**RLB LLP Deliverables**

- Communicate with management and Council to review audit plan
- Review financial statements and management letter findings with management and Council
- Provide audit opinion on financial statements
- Prepare and file Financial Information Return
- Report to Council as required under Canadian Generally Accepted Auditing Standards (CAS 260, 265 and 580)
- Seek pre-approval from management or Council for all additional services
- Communicate control deficiencies

**Audit Approach**

- Examine accounting systems and controls for all significant transaction cycles
- Adopt a control reliance strategy where appropriate to increase audit efficiency:
    - Taxation revenue, cash receipts, taxes receivable
    - Purchases, disbursements, payables
    - Payroll
    - General computer controls
- Substantive testing of year end balances including grant revenue and receivables
- Search for unrecorded liabilities
- Independence reporting

**Audit Timeline**

| | |
|---|---|
| Interim Audit Testing | November 16-17, 2019 |
| Communication of Audit Plan to Management/Council | January 22, 2021 |
| Year-end Testing | March 8-19, 2020 |
| Reporting to Council | TBD |
| Issuance of Audit Report and Financial Statements | To follow Council approval |

**Annual Inquiry Related to the Risk of Fraud**

Please consider the following questions to help determine the specific risks of fraud and error with the municipality. We will provide the annual representation letter for signature by a member of each Council and management with the audited Financial Statements, where representation will be made regarding the assessment of fraud at the municipality.

- Are you aware of any instances of fraud perpetrated against the municipality by any of its employees, management, or Council?
- Are you aware of any instances of fraud perpetrated by the municipality against creditors, suppliers, lenders, investors, funders, government agencies, or any other business associates?
- Do you believe there is a high level of risk of fraud being perpetrated against or by the municipality – specifically, which risks are classified as the highest risk, and what specifically is management or those charged with governance doing to mitigate these risks?
- Has Council made an assessment of the entity's susceptibility to fraud?
- Does management have a process for identifying and responding to fraud risk factors?

If you have any information to report to us on the above, please contact Murray Short or Michelle Steele at 519-822-9933.

**New Public Sector Accounting Standards**

There are no significant impacts anticipated from new standards on the financial reporting of your municipality for 2020.

*These are effective for fiscal years beginning on or after April 1, 2022:*

- PS1201: Financial Statement Presentation – expands the requirements for financial statement presentation and disclosure for various categories: financial assets, non-financial assets, revenues, expenses, and losses arising from asset impairment and changes in valuation allowances
- PS2601: Foreign Currency Translation – describes accounting treatment for foreign currency transactions, and how they should be presented and disclosed
- PS3041: Portfolio Investments – defines portfolio investments, and describes accounting treatment and disclosure requirements
- PS3450: Financial Instruments – requires additional disclosure in the notes to the Financial Statements to include the various risk components of financial instruments: credit risk, currency risk, interest rate risk, liquidity and market risk
- PS3280: Asset Retirement Obligations – describes criteria if there is a legal obligation to remove the tangible capital asset and if the entity controls the tangible capital asset to be retired

*These are effective for fiscal years beginning on or after April 1, 2023:*

- PS3400: Revenue – describes how to account for and report on revenue and specifically differentiates between revenue arising from transactions including and excluding performance obligations

**2020 Audit Plan: Materiality**

When establishing the overall audit strategy, materiality is determined for assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures.

- Planning Materiality - $1,800,000
- Materiality
    - Professional judgment that is made in the context of our knowledge, assessment of risk and reporting requirements
    - Very significant in determining the scope of our work
    - We will review all errors in excess of 2% of materiality

**Areas of Emphasis**

- Taxation revenue and receivables - collectability
- Grant revenue and receivables - completeness and existence
- Operating expenses - completeness and existence
- Tangible capital assets - completeness, existence and valuation
- Reserve, reserve funds and amounts set aside by Council - completeness and existence

If you have any questions about these or other matters relating to any of our professional services, we would be pleased to discuss them further with you.

Yours truly,

**RLB LLP**
Per:

Murray Short, MBA, CPA, CA, C. Dir.
Engagement Partner

**Sent:** Wednesday, January 27, 2021 9:48 AM
**To:** Karen Landry <klandry@orangeville.ca>
**Subject:** MPAC's 2020 Municipal Partnership Report

Good morning Karen,

In December, we shared year-end assessment base information with municipal CAOs and finance staff along with MPAC's 2020 Municipal Partnership Report https://news.mpac.ca/2020-municipal-partnerships-report.

The report provides a high-level summary of MPAC's 2020 municipal-focused activities, including how we responded to COVID-19 by shifting priorities, transforming how we share information, working differently, and by finding new ways to stay connected.

Now that your finance team has had a chance to review the report, we are requesting the opportunity to share this material with your municipal Council.

Please let me know if you have any questions.

We look forward to working with you in 2021.

Thanks,

Chris

**Chris Rickett, BES, MPA**

Director, Municipal and Stakeholder Relations
Valuation and Customer Relations
Mobile: 416 723-5809

mpac.ca
Municipal Property Assessment Corporation
1340 Pickering Parkway, Suite 101 L1V 0C4

# The Corporation of the Town of Orangeville

## By-law Number

### A by-law to amend By-law 95-2005 being a By-law to license and regulate pet shops in the Town

Whereas Council passed By-law 95-2005 on the 7th day of November, 2005 to license and regulate pet shops;

And Whereas Council at its meeting held on 9th day of November, 2020 passed Resolution 2020-077 to incorporate regulations regarding the sourcing of dogs, cats and rabbits;

Now therefore be it resolved that Council of the Corporation of the Town of Orangeville hereby enacts as follows:

1. That By-law 95-2005 be amended by deleting "15 Inspection of Premises" and replacing it with "15 Inspection of Premises and Documents/Enforcement".

2. That By-law 95-2005 be amended by adding:

"15.1.2 For the purposes of conducting an inspection pursuant to this By-law, an Officer may:

a) require the production for inspection of documents or things relevant to the inspection;

b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;

c) require information from any person concerning a matter related to the inspection; and

d) alone, or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

15.1.3 No person shall prevent, hinder or obstruct, or attempt to hinder or obstruct, an Officer who is exercising a power or performing a duty under this By-law, including refusing to identify themselves when requested to do so by an Officer.

15.1.4 The provisions of this By-law may be enforced by an Officer.

16.1.2 No owner or operator of a pet shop shall keep or sell a rabbit, dog or cat unless the rabbit, dog or cat is sourced through a municipal animal shelter, registered humane society, registered shelter or a recognized animal rescue group."

18.2 That section 16.1.2 shall come into effect on February 1, 2022."

Read three times and finally passed by Council this  day of February, 2021.

Sandy Brown, Mayor

Karen Landry, Clerk

# The Corporation of the Town of Orangeville

## By-law Number 2021

### A by-law to amend By-law 2004-119 being a By-law to License, Regulate and Govern Taxicabs and Limousines to change the expiry date of the licences of Taxicabs and Limousines

Whereas pursuant to Section 150(1) of the Municipal Act, 2001 , S.O. 2001 , c.25, as amended, a local municipality may license, regulate and govern any business wholly or partly carried on within the municipality even if the business is being carried on from a location outside the municipality;

And Whereas the Council of The Corporation of the Town of Orangeville at its meeting held on the 25th day of January, 2021 passed resolution 2021-037 to change the expiry date for Taxicab and Limousine Driver's Licenses;

Now therefore be it resolved that the Council for The Corporation of the Town of Orangeville hereby enacts as follows:

1. That Section 10.2 of By-law 2004-119, a by-law to licence, regulate and govern taxicabs and limousines be amended by deleting section 10.2 and replacing it with the following:

   10.2 All taxicab driver's or limousine driver's licences issued under the provisions of this by-law shall expire on the 30th day of April of the year following the date of issue.

Read three times and finally passed by Council this 8th day of February, 2021.

Sandy Brown, Mayor

Karen Landry, Clerk

# The Corporation of the Town of Orangeville

## By-law Number 2021-

## A by-law to amend Traffic by-law 78-2005 to establish reduced speed limits within the Town of Orangeville

Whereas the Municipal Act, S.O. 2001, c.25, section 11, authorizes a municipality to pass by-laws respecting matters within the jurisdiction of highways including traffic and parking on highways;

And whereas the Highway Traffic Act, R.S.O 1990, c. H. 8, section 128 authorizes a municipality to designate an area in the municipality and prescribe a rate of speed, which must be less than 50 kilometers per hour and may exclude a highway or portion of a highway within a designated are from that prescribed speed;

And whereas Council of The Corporation of the Town of Orangeville deems it expedient to establish speed limits on specified roads;

Now therefore be it resolved that the Council for The Corporation of the Town of Orangeville hereby enacts as follows:

1. That section 8.1 **Speed Limits** be deleted and replaced with the following:

"8.1 **Speed Limits** - No person shall drive a motor vehicle at a rate of speed greater than 50 kilometres per hour on any highway within the Town save and except the highways or portions of highways set out in Column 1 of **Schedule H** of this By-law**,** from the limit set out in Column 2 to the limit set out in Column 3 and at the rate of speed set out in Column 4 of the said **Schedule H.**

8.2 **Designated 40 km/h Areas** – Notwithstanding Section 8.1 no person shall drive a motor vehicle at a rate of speed greater than 40 kilometers per hour on any highway in the designated areas within the Town bounded by the limits set out in Column 2 and Column 3 of **Schedule P** (Designated 40 km/h Areas) of this By-law, and at a rate of speed set out in Column 5 of **Schedule P**, with the exception of the highways set out in Column 4 of **Schedule P**.

2. That Schedule "H" **Rate of Speed on Roads** be deleted and replaced with the following:

**Schedule "H"**
**RATE OF SPEED ON ROADS**

**Subject to Section 8.1 of this by-law,** the following highways or parts of highways as set out in Column 1 between the locations set out in Column 2 and Column 3 will be subject to a maximum rate of speed as indicated in Column 4.

| ***Column 1 Highway*** | ***Column 2 From*** | ***Column 3 To*** | ***Column 4 Rate of Speed*** |
|---|---|---|---|
| Aster Lane | Balsam Street | Alder Street | 25 kph |
| Bluebell Lane | Daisy Lane | Rayburn Road | 25 kph |
| Broadway | County Road 16 / Veterans Way | 180 m West of Blind Line | 60 kph |
| Bromount Lane | Fead Street | McCarthy Street | 25 kph |
| Carriage Lane | Mike Pearson Lane | Third Street | 25 kph |
| Cotton Lane | Daisy Lane | Thompson Road | 25 kph |
| Dairy Lane | First Street | Third Street | 25 kph |
| Daisy Lane | Gooseberry Street | Alder Street | 25 kph |
| Doctors Lane | Third Avenue | Second Avenue | 25 kph |
| Dog Lane | Daisy Lane | Thompson Road | 25 kph |
| Elder Lane | Daisy Lane | Thompson Road | 25 kph |
| Frond Lane | Daisy Lane | Thompson Road | 25 kph |
| Goose Lane | Daisy Lane | Thompson Road | 25 kph |
| Honeysuckle Lane | Gooseberry Street | Elderberry Street | 25 kph |
| Hope Lane | Doctors Lane | Second Street | 25 kph |
| Insurance Lane | South Limits of 144 Broadway and South Limits of 136 Broadway | Armstrong Street | 25 kph |
| Lacrosse Lane | Faulkner Street | Penny Lane | 25 kph |
| Mike Pearson Lane | Second Avenue | First Avenue | 25 kph |

| ***Column 1 Highway*** | ***Column 2 From*** | ***Column 3 To*** | ***Column 4 Rate of Speed*** |
|---|---|---|---|
| Monument Lane | John Street | West Limits of 210 Broadway | 25 kph |
| Penny Lane | Elizabeth Street | Westminster Lane | 25 kph |
| Riddell Road | | | 70 kph |
| Rocky Lane | Fourth Avenue | South Limits of 39 First Street and the south limits of 42-44 Second Street | 25 kph |
| Survey Lane | Second Street | Third Street | 25 kph |
| Westminister Lane | Clara Street | Penny Lane | 25 kph |

3. That Schedule "N" **Community Safety Zones** be amended by adding the following:

**Schedule "N"**
**Community Safety Zones**

| **Column 1 Highway** | **Column 2 Between** | **Column 3 Times** |
|---|---|---|
| Rolling Hills Drive | Highway 9 and McCannell Avenue | Anytime |
| McCannell Avenue | Rolling Hills Drive and Highway 10 | Anytime |
| Blind Line | Broadway and Northerly Town Limits | Anytime |

4. That Schedule "P" **Designated 40 km/h Areas** be added as follows:

**Schedule "P"**
**Designated 40 km/h Areas**

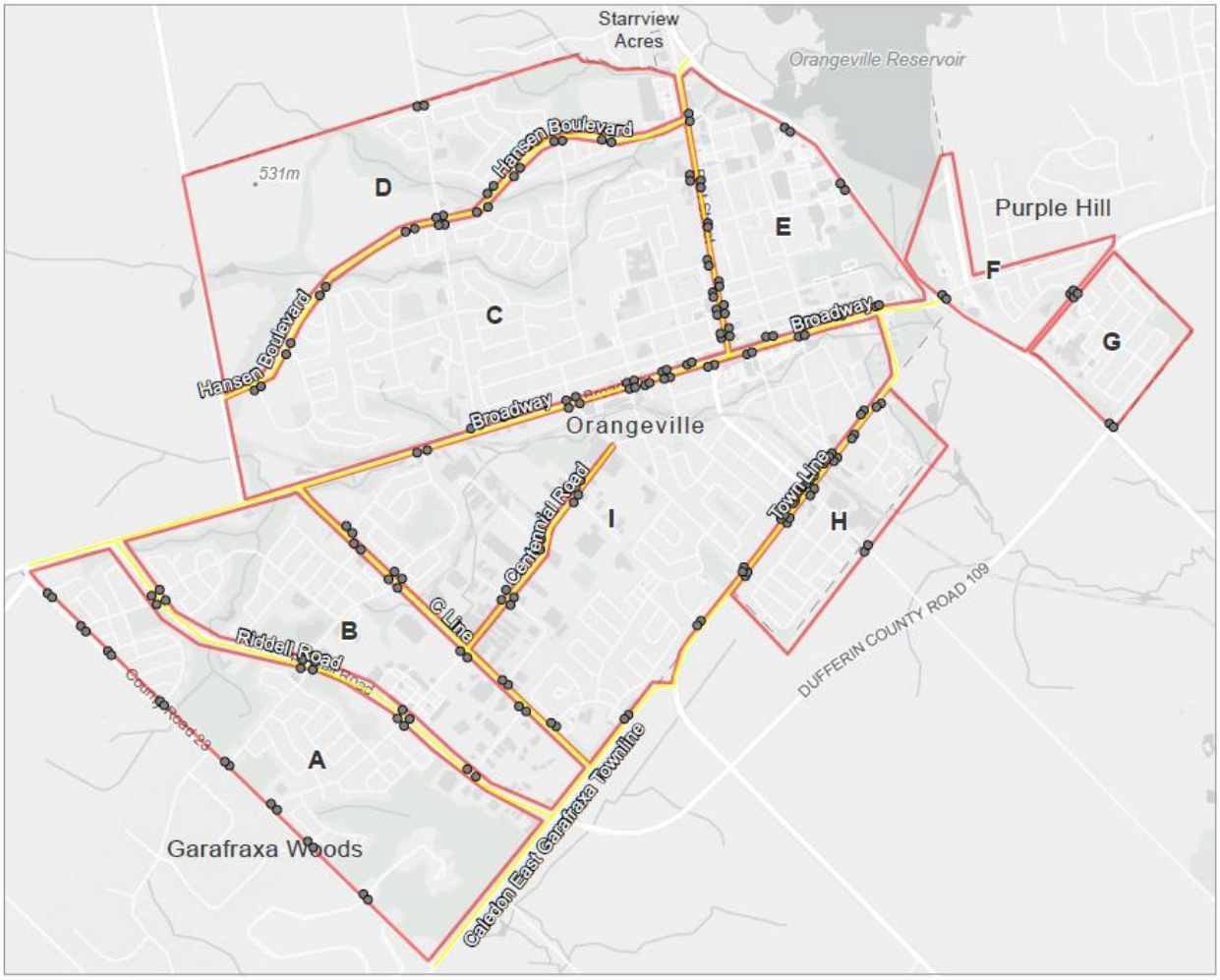
**Subject to Section 8.2 of this by-law,** the highways included in the designated areas set out in Column 1 (illustrated Figure P1) and bounded by the limits set out in Column 2 and Column 3 (but excluding those highways set out in Column 4) shall be subject to a maximum rate of speed set out in Column 5.

| **Column 1** | **Column 2** | **Column 3** | **Column 4** | **Column 5** |
|---|---|---|---|---|
| **Designated Area** | **East/West Limits** | **North/South Limits** | **Excluded Roadways** | **Speed Limit (km/h)** |

| | | | | |
|---|---|---|---|---|
| A | Riddell Road to B-Line (County Road 23) | Broadway (County Road 109) to Town Line | Riddell Road | 40 |
| B | C-Line to Riddell Road | Broadway (County Road 109) to Town Line | Riddell Road, C-Line, Broadway, Aster Lane, Bluebell Lane, Cotton Lane, Daisy Lane, Dog Lane, Elder Lane, Frond Lane, Goose Lane, Honeysuckle Lane | 40 |
| C | First Street to Veterans Way (County Road 16) | Hansen Boulevard to Broadway | First Street, Hansen Boulevard, Broadway, Bromount Lane, Lacrosse Lane, Penny Lane, Westminster Lane | 40 |
| D | First Street to Veterans Way (County Road 16) | Orangeville Town Limit to Hansen Boulevard | First Street, Hansen Boulevard | 40 |
| E | Highway 10 to First Street | Highway 10 to Broadway | First Street, Broadway, Carriage Lane, Dairy Lane, Mike Pearson Lane, Hope Lane, Doctor's Lane, Rocky Lane, Survey Lane | 40 |
| F | Orangeville Town Limit to Highway 10 | Orangeville Town Limit to Highway 9 | None | 40 |
| G | Orangeville Town Limit to Highway 10 | Highway 9 to Orangeville Town Limit | None | 40 |
| H | Orangeville Town Limit to Orangeville Town Limit | Town Line to Orangeville Town Limit | Town Line | 40 |
| I | Town Line to C-Line | Broadway to Town Line | Town Line, C-Line, Broadway, | 40 |

| | | | | |
|---|---|---|---|---|
| | | | Centennial Road, Monument Lane, Insurance Lane | |

Figure P1




Designated 40 kmh Area

5. That the amendments outlined in this By-law come into effect on March 1, 2021.

Read three times and finally passed this 8th day of February, 2021.

Sandy Brown, Mayor

Karen Landry, Clerk

## The Corporation of the Town of Orangeville

## By-law Number 2021

### A by-law to authorize the entering into and execution of a Transfer Payment Agreement for Municipal Transit Enhanced Cleaning

Whereas the Municipal Act, 2001, S.O. 2001, c.25, S.9 provides a municipality with the powers of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas Council deems it expedient to enter into a Transfer Payment Agreement for Municipal Transit Enhanced Cleaning with her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation.

Now therefore be it resolved that Council for The Corporation of the Town of Orangeville hereby enacts as follows:

1. That Council authorizes entering into of a Transfer Payment Agreement for Municipal Transit Enhanced Cleaning with her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation.
2. That the Mayor and Clerk are hereby authorized to execute the said agreement and any other documents ancillary to the agreement.

Read three times and finally passed this 8th day of February, 2021

_____
Sandy Brown, Mayor

_____
Karen Landry, Clerk

## The Corporation of the Town of Orangeville

## By-law Number

**A by-law to authorize a letter of agreement with the Ministry of Transportation under the Dedicated Gas Tax Funds for Public Transportation Program.**

Whereas the Provincial Government has made a commitment to provide funding under the Dedicated Gas Tax Funds for Public Transportation Program;

And whereas the Corporation of the Town of Orangeville is eligible to receive an amount of $287,668 under the program;

And whereas it is necessary to enter into an agreement with Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation, with respect to gas tax funds;

Be it therefore enacted by the municipal council of The Corporation of the Town of Orangeville as follows:

1. That the letter of agreement with respect to gas tax funds for public transportation between Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Transportation and the Corporation of the Town of Orangeville, in substantially the same form as the letter of agreement attached hereto as Schedule “A,” is hereby approved.

2. That the Mayor and Treasurer are hereby authorized and instructed to execute the letter of agreement and any other documents required to finalize the transaction on behalf of the Corporation of the Town of Orangeville and to affix the corporate seal thereto.

Passed in open Council this 8th day of February 2021

_____

Sandy Brown, Mayor

_____

Karen Landry, Clerk

# The Corporation of the Town of Orangeville

## By-law Number 2021-

### A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its regular and closed Council Meeting held on February 8, 2021

Whereas Section 5 (1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation shall be exercised by its council;

And whereas Section 5 (3) of the Municipal Act, 2001, as amended, provides that municipal powers shall be exercised by by-law;

Be it therefore enacted by the municipal Council of The Corporation of the Town of Orangeville as follows:

1. That all actions of the Council of The Corporation of the Town of Orangeville at its regular and closed Council Meeting held on February 8, 2021, with respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this or a separate by-law.

2. That the Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Orangeville referred to in the preceding section.

3. That the Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the Town of Orangeville.

Passed in open Council this 8th day of February, 2021

_____
Sandy Brown, Mayor

_____
Karen Landry, Clerk